

RIVERDALE CITY COUNCIL AGENDA CIVIC CENTER - 4600 S. WEBER RIVER DR. TUESDAY – AUGUST 5, 2025

#### 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. <u>Pledge of Allegiance</u> Michael Richter
- **C. Invocation** TBA, by invitation

#### D. Public Comment

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

#### E. <u>Presentations and Reports</u>

- 1. Mayor's Report
- 2. City Council Assignment Reports
- 3. UDOT Presentation Bridge Replacement Project
- 4. Notice of Proposed Tax Increase: Central Weber Sewer Improvement District Weber County

#### F. Consent Items

#### G. Action Items

1. Consideration of Resolution #2025-28 renewing a contract with Robinson Waste Services for garbage and recycling services.

Presenter: Shawn Douglas

**2.** Consideration of Resolution #2025-29 adopting a policy regarding city-sponsored and city-associated events and activities.

Presenter: Steve Brooks

#### 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 1<sup>st</sup> day of August, 2025 at the following locations: 1) Riverdale City Hall Noticing Board 2) the City website at <a href="http://www.riverdalecity.com/">http://www.riverdalecity.com/</a>
3) the Public Notice Website: <a href="http://www.utah.gov/pmn/index.html">http://www.riverdalecity.com/</a>

Michelle Marigoni Riverdale City Recorder

<sup>\*\*</sup>The City Council meeting on August 5, 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

# Memo

**To:** Board of Trustees

From: Kevin Hall & Camille Cook

**Date:** June 30, 2025

**Subject:** Legislative Reporting Criteria

On June 23, 2025, the Central Weber Sewer Improvement District Board of Trustees declared an intent to increase property tax above the certified rate. During this discussion, a request was made of Trustees to report this in a public meeting. This report is intended to comply with a recent addition to Utah Code (17B-1-1003). The notice attached to this memo contains the required elements of this report.

#### **Supporting Information**

The District treats wastewater from 16 municipal entities, which collectively produced 32.93 million gallons per day (32.93 MGD) in calendar year 2024. There are 4 comparable District's along the Wasatch Front with a similar scope of responsibility. The District seeks to convey and treat wastewater from member entities in a cost efficient manner. The District has lower than average operating expenses when compared to these peer facilities.

The District went through the truth in taxation process in 2023 and 2024 to increase the property tax rate. Prior to 2023, due to increased property valuations, the District had not increased the property tax rate since 2012 and has sought to continue to operate efficiently. At this time, the District must respond to increasing operating expenses due to inflation in the cost of essential operating needs, such as chemicals and utilities used in the treatment process.

#### NOTICE OF PROPOSED TAX INCREASE

## **Central Weber Sewer Improvement District – Weber County**

The Central Weber Sewer Improvement District (Weber County) is proposing to increase its property tax revenue.

The Central Weber Sewer Improvement District (Weber County) tax on a \$483,000 residence would increase from \$143.45 to \$156.73, which is \$13.28 per year.

The Central Weber Sewer Improvement District (Weber County) tax on a \$483,000 business would increase from \$260.82 to \$284.97, which is \$24.15 per year.

If the proposed budget is approved, Central Weber Sewer Improvement District (Weber County) would receive an additional \$1,308,368 in property tax revenue per year as a result of the tax increase. If the proposed budget is approved, Central Weber Sewer Improvement District (Weber County) would increase its property tax budgeted revenue by 9.14% above last year's property tax budgeted revenue excluding eligible new growth.

The Central Weber Sewer Improvement District (Weber County) invites all concerned citizens to a public hearing for the purpose of hearing comments regarding the proposed tax increase and to explain the reasons for the proposed tax increase. You have the option to attend or participate in the public hearing in person or online.

#### **PUBLIC HEARING**

Date/Time: 08/18/2025 at 6:00 p.m.

Location: CWSID Administration Building, District Office

2618 W. Pioneer Road

Marriott-Slaterville, Utah

Virtual Meeting Link: <a href="https://us06web.zoom.us/j/85259284010">https://us06web.zoom.us/j/85259284010</a>

To obtain more information regarding the tax increase, citizens may contact Central Weber Sewer Improvement District at 801-731-3011 or visit <a href="https://www.centralweberut.gov/public-notices">www.centralweberut.gov/public-notices</a>.



# City Council Executive Summary

For the Council meeting on: August 5, 2025	Petitioner: Shawn Douglas, Public Works Director	
Summary of Proposed Action		
Consideration of a Contract Renewal with Robison Waste		
Summary of Suppor	ting Facts & Options	
Robison Waste currently provides Garbage and Recycling services for residential customers in Riverdale City. They also provide Christmas tree pick up, spring, and fall curbside cleanup. The curbside cleanup has been well received by the residents. Robison has also been very willing to provide us with services during emergency operations and city activities. The rates are 1st can \$12.50, additional cans \$3.46 and recycle cans \$2.84. The council has already approved the change to the consolidated fee scheduled to cover these costs. Robison has continued to provide us with excellent service and are very responsive to our concerns. I would recommend approval.		
Legal Comments – City Attorney		
	Steve Brooks, Attorney	
Fiscal Comments – Business Administrator/Budget Officer		
	Cody Cardon, Business Administrator	
Administrative Comments – City Administrator		
	Steve Brooks, City Administrator	



#### **RESOLUTION NO. 2025-28**

A RESOLUTION OF RIVERDALE CITY AUTHORIZING A RENEWAL OF AN AGREEMENT WITH ROBINSON WASTE SERVICES FOR GARBAGE AND RECYCLING SERVICES WITHIN RIVERDALE CITY.

**WHEREAS**, the City Council of Riverdale has previously entered into an agreement with Robinson Waste Services, providing for refuse collection within the City of Riverdale; and

**WHEREAS**, in the previous agreement Riverdale opted to allow for annual renewals upon the agreement of both parties; and

**WHEREAS**, the City of Riverdale has received few, if any, complaints concerning the service over the past year and are generally very pleased with the work performed by Robinson Waste Services and Robinson Waste has agreed to continue providing such service; and

**WHEREAS,** the Council finds that it is in the best interest of the City and will promote the health, safety and general welfare of the community and now desires to renew the Solid Waste Agreement for an additional term with Robinson Waste Services.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Riverdale that the Mayor, with the attestation of the City Recorder, is hereby empowered to execute an Agreement between Riverdale City and Robinson Waste in the form and containing the terms as annexed hereto as Exhibit "A", with the term of the contract to expire one year from date of renewal.

**RESOLVED AND ADOPTED** by the City Council of Riverdale City, Utah, on the 5<sup>th</sup> day of August, 2025.

	Braden Mitchel	Braden Mitchell		
	Mayor, Riverda	Mayor, Riverdale City		
Attest:				
Michelle Marigoni				
City Recorder				
	VOTE:			
	Alan Arnold	Yes	No	Absen
	Bart Stevens	Yes	No	Absen
	Anne Hansen	Yes	No	Absen
	Michael Richter	Yes	No	Absen
	Stacey Haws	Yes	No	Absen

#### Exhibit A

#### RIVERDALE CITY GARBAGE SERVICES CONTRACT

IT IS HEREBY AGREED by and between RIVERDALE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as "City," and ROBINSON WASTE SERVICES, HEREINAFTER REFERRED TO AS "The Contractor," as follows:

- The Contractor hereby agrees to furnish, during the term of this contract, sufficient
  automated trucks, equipment, and employees to empty automated refuse collection
  containers and dispose of all normal household garbage and similar refuse, including
  yard clippings, grass, leaves, tree branches and Christmas trees on residential premises,
  but not including trailer courts and apartment houses with six or more units, within the
  City of Riverdale.
- 2. The Contractor shall collect and dispose of refuse for each residence once each week on a day or days approved by the City. The day of collection may be changed by the Contractor only upon approval by the Mayor or his designee and after written notice to the citizens by the Contractor. All trucks used by the Contractor shall be capable of emptying automated refuse-collection containers, and shall be modern, leak-proof, sanitary, and suitable for the purpose for which used.
- 3. The Contractor shall pay the wages of all its employees, and shall bear all expenses of maintenance of equipment, and shall maintain \$1,000,000 liability insurance, worker's compensation insurance, and any other proper or necessary insurance. The Contractor shall provide proof of such insurance to the City listing the City as a named insured.
- 4. The City shall not have supervision nor control over the actual operation of Contractor's business other than to require that Contractor faithfully comply with the provisions of this contract and all applicable ordinances of the City.
- 5. The Contractor shall comply with all laws of the State of Utah and Ordinances of the City and regulations of the Board of Health which pertain to this activity and their obligation here under, including license ordinances of this City.
- 6. During the term of this Agreement, the City will not contract with any other party to provide the services contracted for herein.
- 7. a. The City will pay the contractor the sum of \$12.50 per month for each of approximately 2150 residential units (excluding trailer courts and apartment houses with six units or more) plus \$3.46 per month for each of approximately 925 residential units that have two or more automated refuse collection containers within the corporate limits of the City, which amount shall include the fee for appropriate disposal.
  - b. In addition to providing solid waste services, Contractor will also provide for collection of curbside garbage used for recycling purposes. The City will pay to the Contractor the sum of \$2.84 per month for each of the residential units that have recycling collection containers within the corporate limits of the City. The City shall pay the actual tipping fee for the tonnage delivered to the agreed upon disposal site.
- 8. The Contractor agrees to perform the duties set forth in this contract in a neat and quiet manner so as not to unduly annoy or disturb the residents of the City. Additionally, the Contractor agrees to reimburse the City the current rate for replacement per container

- if, through the Contractor's collection activity, damage is caused to the container's wheels or lid which renders it unusable.
- 9. Contractor will pick up refuse at the front of each residential unit between 6:00 a.m. and 5:00 p.m. on the day agreed upon between the Contractor and the City for refuse collection.
- 10. The city will request that all residents place their automated refuse collection container(s) at a point off the traveled portion of the road in the gutter or, if there is no gutter, within two feet (2') of the blacktop. The container shall be placed so that the container handle faces the resident's house and shall be place on the street at least four feet (4') from other automated containers and obstructions such as trees, mailboxes, or parked vehicles.
- 11. For residents certified by the City Administrator as being too ill or infirm to move the 90-gallon, automated refuse collection container from its storage place to the street and back to its storage space, the Contractor agrees to perform such service for the resident at no extra charge to the City.
- 12. The Contractor shall advertise and have a listed telephone number and shall have a responsible person at the number from 7:00 a.m. to 5:00 p.m. during every collection day with the authority to make decision relevant to operations under this contract. In addition, an employee of the firm shall answer the telephone to receive complaints and inquiries from the public related to this contract. All Complaints shall be resolved in an expeditious manner within the twenty-four (24) hour period following receipt of the complaint.
- 13. The City agrees to make its best efforts to enforce its refuse collection ordinance, to-wit: that residents shall place all refuse in a city-owned, automated refuse-collection container; that residents shall be responsible for keeping the refuse in said containers until it is picked up; and that residents shall not put out for collection such items as hot ashes, cart parts, mattresses, floor covering, animal carcasses, chunks of cement, dirt, sand, rocks, sod, flammable liquid, hazardous waste, or anything that will not fit in an automated refuse collection container. Contractor shall have the right to refuse to collect refuse in violation of the above regulations.
- 14. Contractor shall empty all containers located on City property and shall provide and empty dumpsters of an adequate size to service the City buildings at locations designated by the City Administrator. Contractor shall collect refuse deposited in these containers and dumpsters at least once per week or more often if needed at no additional cost to the City.
- 15. Contactor shall provide and empty four 12 cubic yard dumpsters at the Public Works Building for parks trash, including extra garbage generated for the Fourth of July celebration-at no additional cost to the City.
- 16. The Contractor shall dispose of all refuse collected by transporting the same to the Weber County waste disposal facility, aka Weber County Transfer facility. The Contractor will unload the same in accordance with the regulations of said facility. The Contractor will pay all disposal fees at the facility and the Contractor will make all necessary arrangements therefore.
- 17. The Contractor agrees to perform a spring clean-up collection, a fall clean-up collection and perform a Christmas tree pick-up collection. The dates, collection methods, and cost

- for these services shall be mutually agreed upon annually between the Contractor and the City. Said agreement shall be by addendum hereto.
- 18. The Contractor shall indemnify and hold harmless the City of Riverdale, its officers agents and employees hereinafter referred to as the City, from all suits, actions, loss, damage, expense, cost of claims of any character or any nature including reasonable attorneys' fees and costs of litigation arising out of the work done in fulfillment of the contract or on account of any act, claim or amount arising or recovered under worker's compensation law, or arising out of the failure of the Contractor or those acting under Contractor to conforms to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the City shall, in all instances, except for loss or damage resulting from the sole negligence of the City, be indemnified against all liability, loss or damage of any nature whatever for, or on account of, any injuries or death of person or damages to or destruction of property belonging to any person arising out of, or in any way connected with, the performance of this contract, regardless of whether or not the liability, loss or damage is caused by, or alleged to be caused in part by the negligence, gross negligence or fault of the City.
- 19. Fuel Cost Adjustment. The rates set forth by other sections of this Agreement are calculated to pay certain expenses and costs that are of a set and certain nature. Because of the volatility of the current oil market, other costs are constantly changes and are uncertain. Therefore, beginning on July 1, 2025, the rates paid for service shall be further adjusted for changes in fuel costs associated with performance of the services hereunder in the manner provided below:

The fuel surcharge will be calculated on the following criteria:

- a. The Department of Energy, Rocky Mountain Region Diesel Prices will be used as the price index for the agreement.
- b. The following are the yearly base prices per gallon for diesel fuel that will be used to calculate the surcharge:

2025 \$3.00/gal 2026 \$3.00/gal

- c. The surcharge will be calculated on the difference between the average monthly price per gallon of diesel fuel (as reported on the Dept. of Energy Diesel Prices) and the base price per gallon for the year (as detailed in point 2)
- d. The calculated difference in price will be multiplied by 33% per household (1<sup>st</sup> can) to calculate the actual surcharge amount per month.
- e. The surcharge will be calculated by Robinson Waste on a monthly basis and invoiced to Riverdale City.
- f. Should the monthly average price of diesel fuel fall below the yearly base price, the surcharge will no longer apply.
- g. The fuel surcharge will be invoice separately from the current invoicing for waste collection.
- h. Example: Fuel =\$4.10, \$4.10 \$3.00 = \$1.10, x .33 = .363 x 2150 =\$780.45 additional surcharge per month.

- 20. This contract shall be effective July 1, 2025 and the monthly fee shall be paid by the City to the Contractor for services rendered from the effective date of this agreement through June 30<sup>th</sup> of each successive year.
- 21. The Agreement is renewable annually, for additional successive one-year terms, at the rate of payment established or amended in paragraph 7 above, upon the mutual consent of both parties.
- 22. The City and the Contractor agree that this Agreement shall be deemed to contain all of the terms and conditions agreed upon, it being understood that there are no outside conditions, representations, warranties or other agreements, written, oral or implied.
- 23. This contract may, at the option of either party, be terminated by the other party for non-performance or for improper performance, after such party has given the defaulting party 30 (thirty) days written notice to properly perform the same, or to make payments, as the case may be.

Dated this 1<sup>st</sup> day of July, 2025

RIVERDALE CITY	ATTEST	
ROBINSON WASTE SERVICES		
By:Steve Robinson		
Date:		



#### **RESOLUTION NO. 2025-29**

# A RESOLUTION ADOPTING A POLICY REGARDING CITY-SPONSORED AND CITY-ASSOCIATED EVENTS AND ACTIVITIES.

WHEREAS, the Riverdale City Council recognizes the importance of clearly identifying which events and activities qualify as City-sponsored or City-associated for purposes of liability, resource allocation, and public communication; and

**WHEREAS**, this policy will aid in promoting transparency, consistency, and proper stewardship of City resources while encouraging civic engagement and partnership with community organizations;

WHEREAS, the City finds the adoption of this policy to be in the best interest of Riverdale City; and

WHEREAS, this policy will be made available to citizens, visitors, and city employees.

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

- 1. The attached document titled "Riverdale City Policy on City-Sponsored and City-Associated Events and Activities" is hereby adopted as the official policy of the City.
- 2. City staff are directed to use the definitions and criteria in the policy when reviewing event applications and determining City involvement.
- 3. The City Administrator is authorized to develop forms, procedures, and internal guidelines consistent with the policy to ensure its implementation.
- 4. This resolution shall become effective immediately upon adoption and postage.

PASSED AND ADOPTED this day of August, 2025		
	Braden Mitchell, Mayor	
Attest:		
Michelle Marigoni, City Recorder		

# VOTE:

Alan Arnold	Yea	Nay	Absent
Bart Stevens	Yea	Nay	Absent
Michael Ritchter	Yea	Nay	Absent
Anne Hansen	Yea	Nay	Absent
Stacey Haws	Yea	Nay	Absent

# Riverdale City Policy on City-Sponsored and City-Associated Events and Activities

# 1. Purpose

This policy establishes a clear definition and framework for identifying "City-Sponsored" and "City-Associated" events or activities. It also sets forth the criteria, privileges, limitations, and responsibilities attached to these designations, including waiver eligibility for fees, insurance, or other obligations.

#### 2. Definitions

- City-Sponsored Event or Activity: An event or activity that is planned, funded (in whole or in part), organized, or officially endorsed by Riverdale City, and for which the City assumes partial or full responsibility or control. These typically further governmental purposes or community interests.
- City-Associated Event or Activity: An event that is not organized or primarily funded by the City but is supported by the City through in-kind contributions, limited use of facilities, promotional assistance, or coordination with City departments. These events align with the City's values or strategic priorities but are run by independent entities.
- Third-Party Event: Any event or activity that is neither sponsored nor associated with the City. These are fully private and held independently of City involvement, though they may occur on public property subject to permitting and compliance with City regulations.

# 3. Criteria for City Sponsorship or Association

- Eligibility Criteria: Sponsors must align with the event's mission of promoting unity, creativity, and local commerce, without promoting divisive or inflammatory messages.
- Prohibited Sponsors: The city will not accept sponsorship from entities involved in tobacco, vapor products, alcohol (except for expressly authorized events), pornography, or political advocacy.
- Message Restrictions: Sponsorship messages cannot advocate any one political candidate, depict nudity/profanity, promote violence, or hate speech.
- City Discretion: The city reserves full discretion to accept or terminate sponsorships, and all decisions are made content-neutrally and in the best interests of community cohesion.
- Obtain written permission to use the city's logo; all materials must be reviewed and approved by the city.
- Understand that entry into sponsorship does not imply the city's endorsement of the sponsor, its products, or services.
- Accept that the city has sole authority to cancel or terminate the agreement at any time, and that exclusive rights or modifications require written mutual agreement.
- The mayor and city council have final approval over sponsorship agreements, which must be in writing. Use of city names/logos outside written agreement is prohibited. The city can terminate sponsorships at any time.

An event may qualify as City-Sponsored if one or more of the following are true:

- It is included in the City's annual budget or strategic plan.
  - City Council and Mayor has passed a resolution of support or sponsorship.

- The event is organized by the City Administrator, a City department, board, or commission.
- City staff are actively involved in planning, organizing, or conducting the event.
- Insurance and liability coverage is provided through the City.
- The City logo or branding is prominently used in official materials.

#### An event may qualify as City-Associated if:

- It receives limited in-kind support (e.g., police presence, fire dept. presence, street closures, trash or waste collection).
  - It receives a grant, small donation, or facility fee waiver approved by the City Council or City Administrator.
  - It promotes tourism, civic engagement, public education, or local economic development.
  - The event's goals are consistent with the City's mission or General Plan.
  - It is conducted by a local nonprofit, school, or civic group with demonstrated community benefit.

# 4. Benefits of Designation

Element	City-Sponsored	City-Associated	Third-Party
Facility Rental Fees	May be waived	May be partially waived	Must be paid in full
Liability Insurance	Covered by City	Must be provided by host unless waived	Must be provided by host
City Staff Time	City staff may be assigned	Minimal staff coordination	Not provided
Use of City Branding	Authorized and encouraged	Case-by-case approval	Not authorized
Promotion via City Channels	Full promotion	Limited promotion	Not promoted
Permit Streamlining	Yes	Possibly	No
Equipment or Resource Use	Allowed per budget	Limited or by approval	Not allowed

# 5. Examples of City-Sponsored Events

- Riverdale City Days
  - City-organized holiday parades or fireworks shows
  - Recreation department-run sports leagues
  - Senior programs/lunches
  - City-led public safety fairs, block parties or open houses
  - Official ribbon-cuttings or dedications
  - Farmers markets
  - Fun runs

## **Examples of City-Associated Events**

- Local PTA carnival hosted at a City park with police support
  - Nonprofit health fair promoted in the City newsletter
  - Elementary School sidewalk sale using City barricades
  - Eagle scout project with limited staff help and publicity
  - Non-profit fun run

• Farmers market.

### **Examples of Third-Party Events**

- Wedding in a City park
  - Commercial filming in a public space
  - Private business/entity hosting a 5K on city streets

## 6. Application Process

- All entities requesting sponsorship, fee waivers, or City association must submit a City Event Classification and Sponsorship Request Form to the City Recorder's office at least 30 days prior to the event. The request will be reviewed by:
  - City Administrator or designee
  - City Risk Manager (for liability review)
  - Department heads affected (e.g., Public Works, Police, Parks)

Recommendations will be submitted to the City Council for final determination if City resources or funds are requested that are greater than \$1,000.00.

#### 7. Disclaimers

- City-Associated designation does not imply any assumption of liability by Riverdale City.
- All non-sponsored events must comply with applicable City ordinances and obtain required permits, regardless of designation.
- Exemption for City-Sponsored or Co-Sponsored Events: Events sponsored or co-sponsored by
  Riverdale City may be exempt from some or all provisions of this policy, including application, fee,
  and documentation requirements, at the discretion of the City Council or City Mayor. Such events
  must still comply with applicable state and local laws involving health, safety, and fire regulations,
  unless otherwise specified by the City.
- Designation may be revoked for noncompliance with City policy or misrepresentation.