

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

A. Welcome & Roll Call

B. Pledge of Allegiance – Casey Warren

C. Invocation – TBA, by invitation

D. Public Comment

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

E. Presentations and Reports

1. Mayor's Report
2. City Council Assignment Reports
3. [Development Review Committee Report](#) – Councilor Richter

F. Consent Items

G. Action Items

1. [Consideration of Resolution #2026-26 renewing a contract with Robinson Waste Services for garbage and recycling services.](#)
2. [Consideration of Resolution #2026-27 approving an Interlocal Cooperation Agreement for shared Heavy Rescue Team](#)
3. [Motion to un-table and Consideration of Resolution #2026-23 approving a contract for City Administrator Contract](#)

H. Upcoming Events

- July 24 – Pioneer Day, city offices closed

I. Comments

1. City Council
2. City Staff
3. Mayor

J. Adjournment

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

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Riverdale City limits on this 2nd day of July 2026 at the following locations: 1) Riverdale City Hall Noticing Board 2) the City website at <http://www.riverdaleutah.gov> 3) the Public Notice Website: <http://www.utah.gov/pmn/index.html>.

Michelle Marigoni
Riverdale City Recorder

****The City Council meeting on June 2, 2026 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

MEMORANDUM

TO: Riverdale City Council

FROM: Design Review Committee – Michael Richter

SUBJECT: DRC Summary Report – New City HVAC Mixed-Use Concept Plan (Parcel No. 08-505-0004)

MEETING DATE: June 3, 2026

1. Project Overview & Background

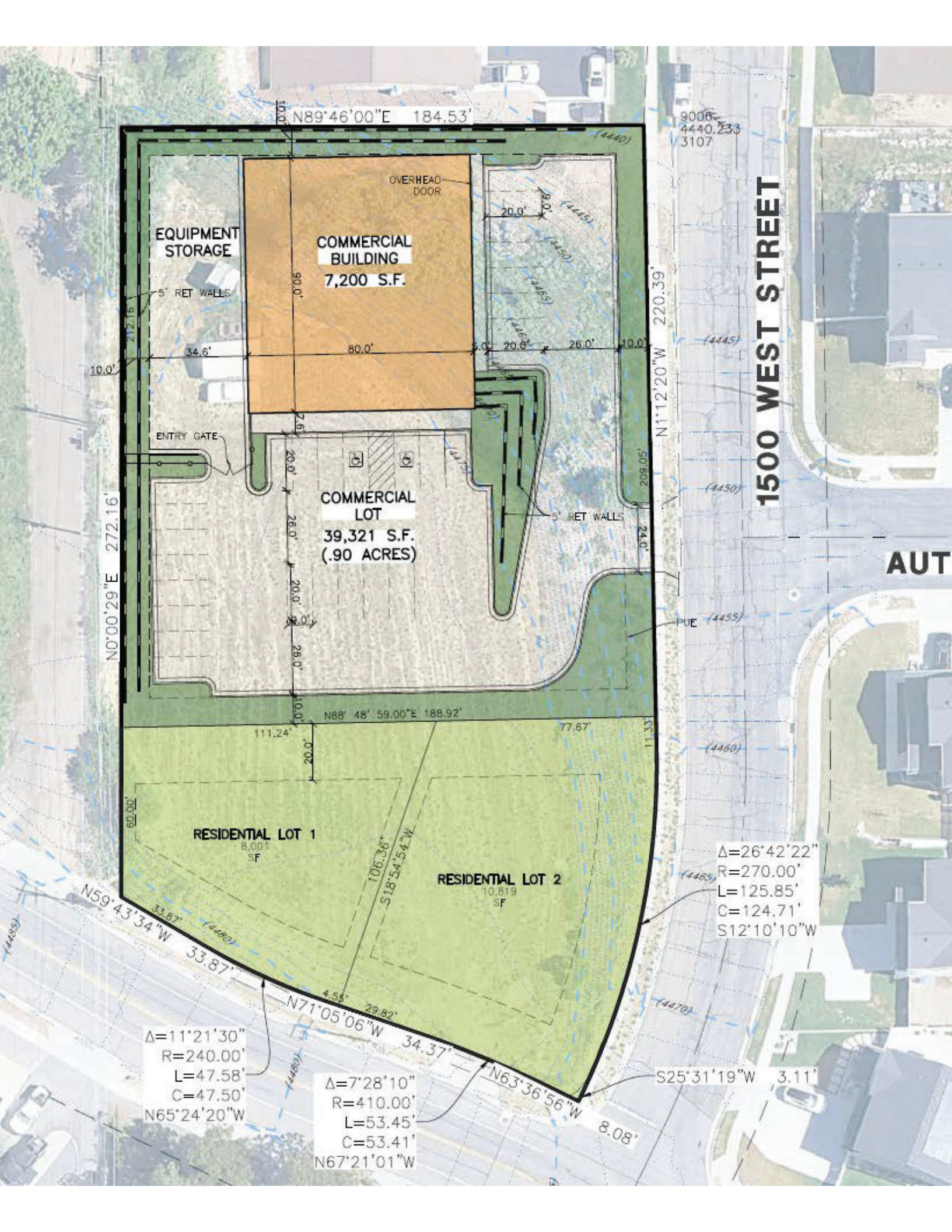
Mr. Rex Schwab has submitted a revised concept plan for Parcel No. 08-505-0004, a property encompassing approximately **1.33 acres** (58,141 sq. ft.). Following an initial pre-application meeting with City staff, this revised layout proposes a mixed-use subdivision to split the parcel into three distinct lots: one commercial lot and two residential lots. The developer intends to construct a commercial facility for his business, **New City HVAC**, alongside **two net-zero single-family homes**. Mr. Schwab is collaborating with the Construction Management program at Weber State University for design and construction of the residential projects.

The property is currently zoned as Agricultural (A-1) and is designated as Detached Residential on the Future Land Use Map. Because this proposal introduces a commercial footprint onto a historically agricultural and residential tract, a series of legislative and administrative approvals must be navigated before development can proceed.

2. Required General Plan & Zoning Actions

To accommodate the multi-use footprint, the developer must successfully secure approvals for the following items:

- **General Plan Amendment:** A request to alter the Riverdale General Plan land use designation from *Detached Residential* to *Commercial* on the rear portion of the parcel. This requires a recommendation from the Planning Commission and final approval by the City Council.
- **Rezone:** A request to transition the current A-1 (Agricultural) zoning into two separate zones:
 - **R-1-6 (Single-Family Residential)** on the front portion of the property facing the residential corridor.
 - **CP-3 (Commercial)** on the rear portion of the property.
- **Subdivision & Site Plan Approval:** Administrative action by the Planning Commission and City Council to legally plat the three new lots and approve the commercial layout.
- **Building Permit:** Standard building permit applications will be accepted by the Community Development Department immediately following final subdivision and site plan approvals.



N89°46'00"E 184.53'

9008
4440.233
3107

EQUIPMENT STORAGE

COMMERCIAL BUILDING
7,200 S.F.

OVERHEAD DOOR

1500 WEST STREET

AUT

N0°00'29"E 272.16'

ENTRY GATE

COMMERCIAL LOT
39,321 S.F.
(.90 ACRES)

N1°12'20"W 220.39'

N59°43'34"W 33.87'

RESIDENTIAL LOT 1
8,001 SF

RESIDENTIAL LOT 2
10,819 SF

$\Delta=26^\circ42'22''$
R=270.00'
L=125.85'
C=124.71'
S12°10'10"W

$\Delta=11^\circ21'30''$
R=240.00'
L=47.58'
C=47.50'
N65°24'20"W

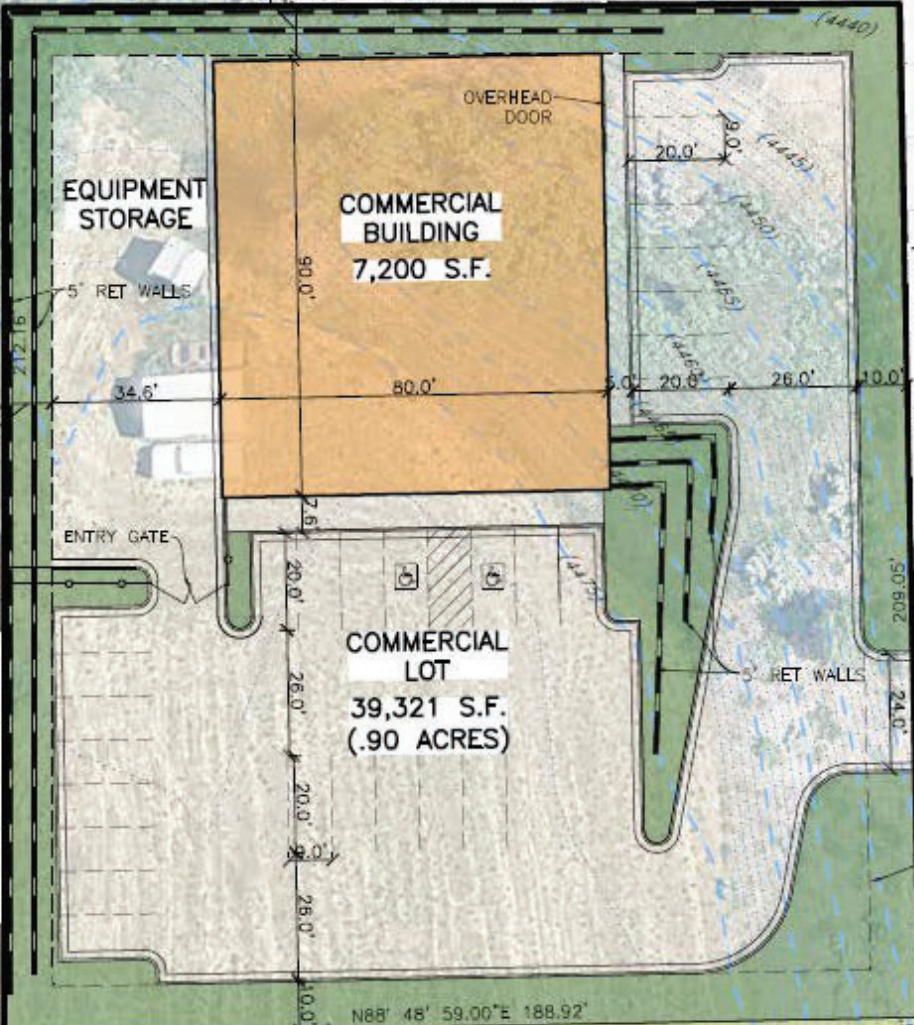
$\Delta=7^\circ28'10''$
R=410.00'
L=53.45'
C=53.41'
N67°21'01"W

S25°31'19"W 3.11'

N71°05'06"W 34.37'

N63°36'56"W 8.08'

N88°48'59.00"E 188.92'



MEMORANDUM

TO: Riverdale City Council

FROM: Design Review Committee Report – Michael Richter

MEETING DATE: June 17, 2026

SUBJECT: Pre-Development Summary Report – America First Credit Union (AFCU) Branch Site Plan

I. EXECUTIVE SUMMARY

This memorandum provides the City Council with an early, high-level overview of the proposed **America First Credit Union (AFCU) Branch** project currently under review by the Design Review Committee (DRC). The purpose of this summary is to equip the Council with foundational background knowledge regarding the project's layout, aesthetic design, and landscaping before it formally comes before you for a final decision in the coming weeks.

II. PROJECT OVERVIEW & SITE SELECTION

- **Project Name:** America First Credit Union Riverdale Branch
- **Applicant / Developer:** America First Credit Union (AFCU)
- **Architect:** Studio 333 Architects (Ogden, UT)
- **Civil Engineer / Landscape Architect:** AWA
- **Proposed Building Size:** Approximately **2,906 square feet** * **Current Status:** Schematic Design Phase (Documents dated June 9–11, 2026; Not for Construction).

III. ARCHITECTURAL DESIGN & MATERIALS

The proposed building features a modern commercial design emphasizing clean lines, high-end textures, and a balanced fenestration-to-wall ratio.

- **Building Heights:** The structure features a multi-tiered roofline. The main first-level finished floor sits at 0'-0", a distinct clerestory line rises to **+13' 1-3/8"**, the primary parapet stands at **+19'-0"**, and the highest architectural element (tangent coping) reaches **+26'-0"**.
- **Fenestration (Glazing):** The building incorporates a continuous aluminum storefront and curtain wall system with integrated aluminum sunshades. Architectural calculations show **1,039 sq. ft. of total glazing** out of **5,324 sq. ft. of total exterior surface area**, achieving a balanced **20% fenestration ratio**.
- **Mechanical Screening:** Per general notes, all mechanical rooftop units, exhaust fans, vent pipes, and ground-level electrical equipment will be fully screened from public view or painted to match adjacent building materials (e.g., Benjamin Moore Bear Creek paint) to minimize visual impact.

- **Discussion on North Facing Design Enhancements:** As the “rear” of the branch will be facing the main walkway through the AFCU campus, they are looking to enhance the exterior design from the standard branch design presented here.

IV. SITE CIVIL & INFRASTRUCTURE ELEMENTS

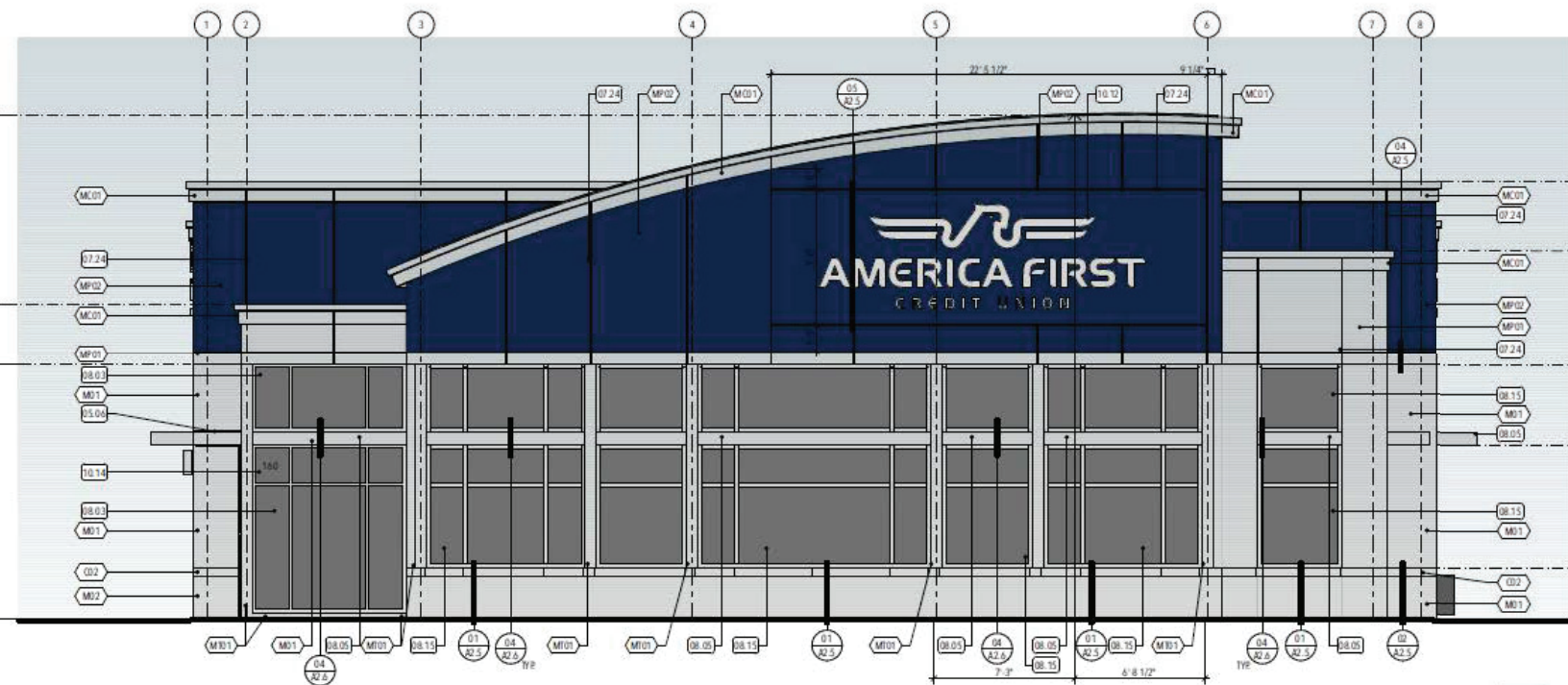
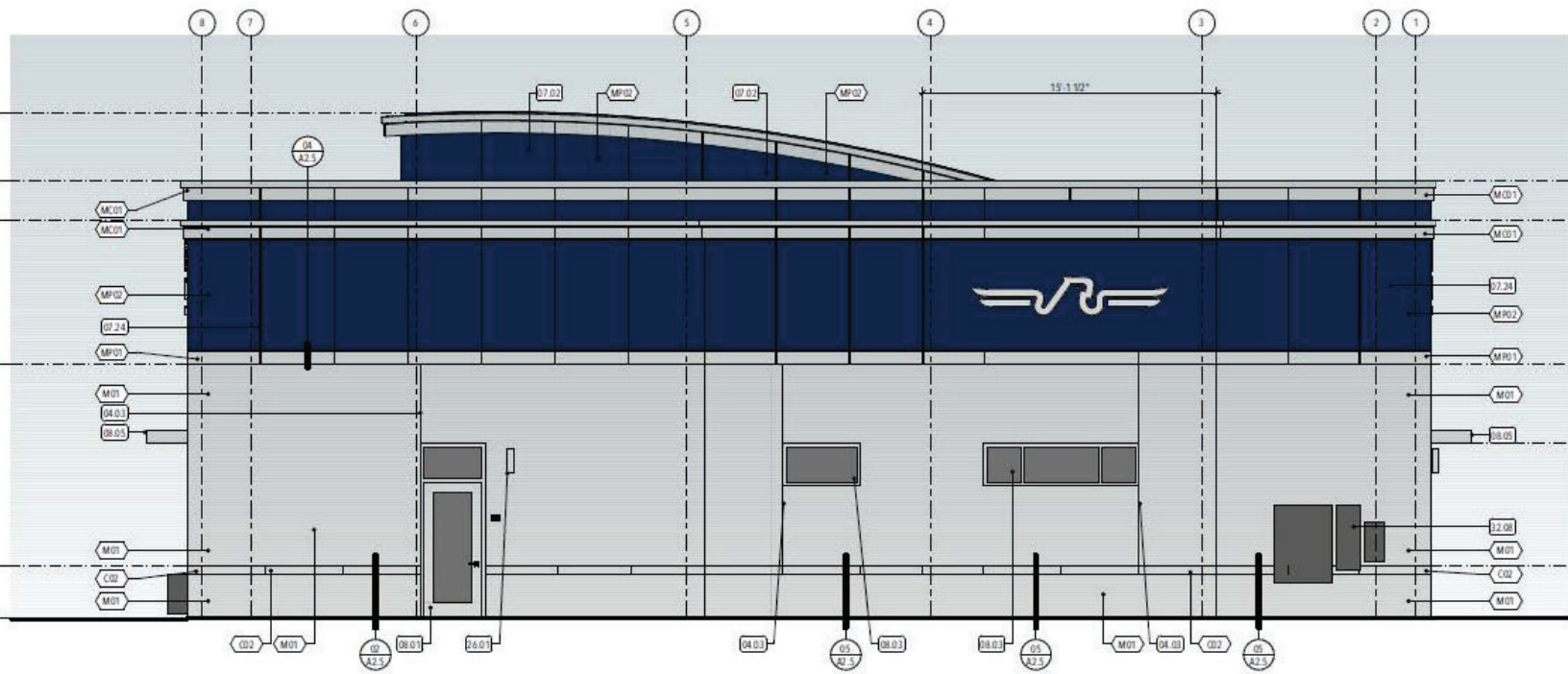
The site plan (C1 . 1) establishes a layout designed for financial services, featuring standard vehicle access lanes, heavy-duty asphalt for drive-thru lanes, and a dedicated dumpster enclosure.

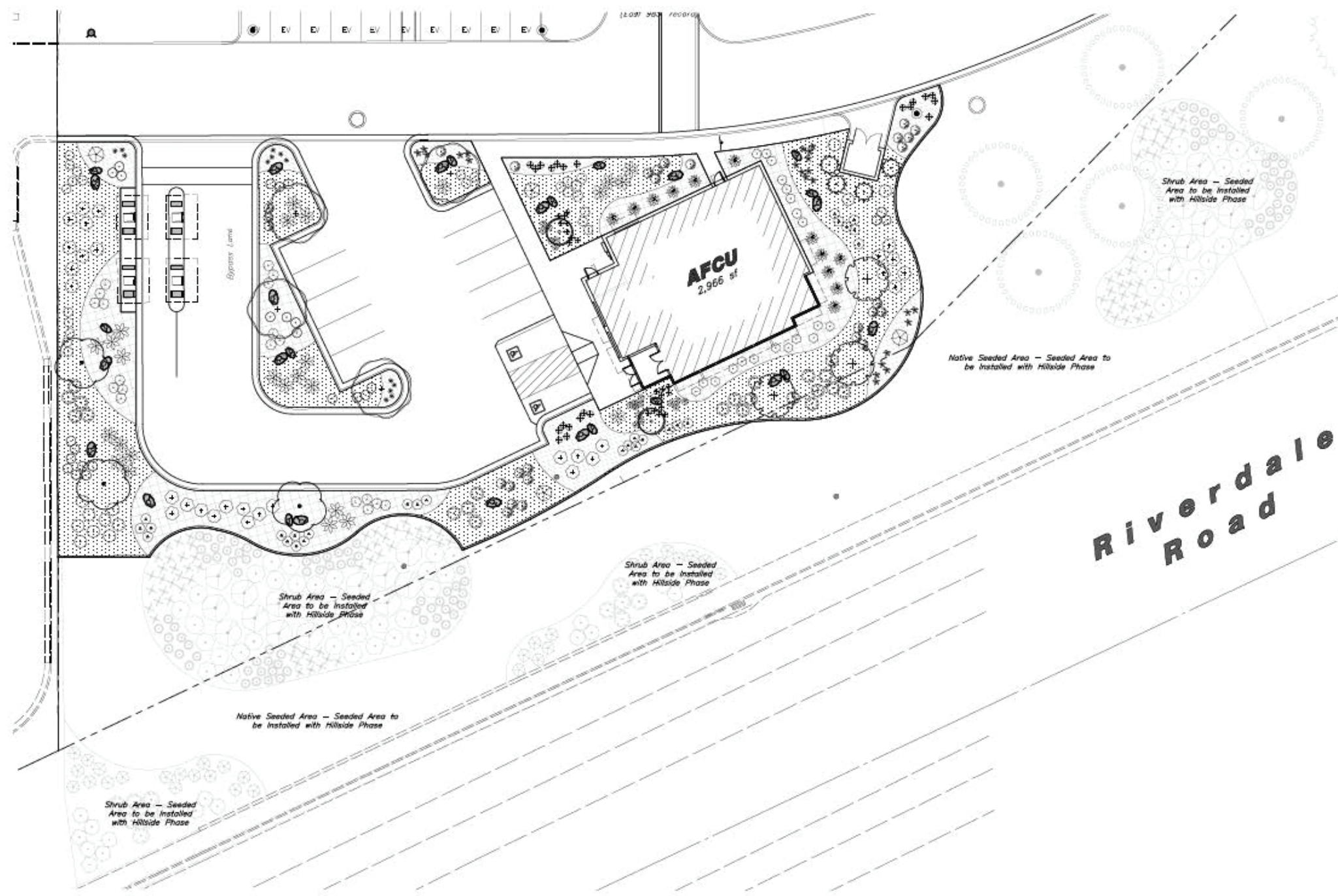
- **Paving Systems:** Differentiated paving profiles will be utilized, including **Heavy Duty Asphalt Paving** for drive-thru lanes, **Standard Concrete Paving** for pedestrian walkways, and **Heavy Duty Concrete** at high-stress loading vectors.
- **Signage:** Building signage is designated as a deferred submittal to the City. The architectural drawings show a custom backlit, routed aluminum panel sign cabinet flush-mounted into the building's ACM panels.
- **Access:** Access to the branch is available from existing easement on the north side of the existing Maverick station. Signage will be placed to indicate there is no flow-through traffic beyond the AFCU Branch.
- **EV Charging Stations:** EV charging stations will be placed to the north-west of the proposed branch and will be powered from the branch location (rather than from the adjacent parking structure).

V. LANDSCAPING & VEGETATION PALETTE

The proposed landscape design (L1 . 1) incorporates a professional mixture of water-wise ornamental grasses, perennial blooms, hardy shrubs, and structural canopy trees arranged to accent the building footprint.

- **Ground Cover & Hardscape Accents:** Areas outside the turf/planting beds will utilize **Tan Crushed Stone** (Decorative Stone #1) and localized **Rust-Colored/Tan Landscape Boulders** sourced locally.
- **Tree Palette:** * *Canopy/Shade:* Green Vase Japanese Zelkova (2" Caliper) and Ivory Silk Japanese Tree Lilac.
 - *Ornamental:* Eastern Redbud (2" Caliper) and Ruby Falls Weeping Eastern Redbud.
 - *Evergreen:* Arnold Sentinel Austrian Black Pine (6-8' Height).
- **Shrub & Perennial Highlights:** The beds feature a diverse species mix ensuring year-round color, including Golden Dwarf Barberry, Red Twig Dogwood, Dwarf Forsythia, Blue Chip Juniper, Dwarf Globe Blue Spruce, Goldfinger Potentilla, Red Drift Roses, Goldflame Spiraea, Moonshine Yarrow, Daylilies, and Blonde Ambition ornamental grasses.





General Landscape Notes:





**RIVERDALE CITY
CITY COUNCIL AGENDA
July 7, 2026**

AGENDA ITEM: G1

SUBJECT: Consideration of Resolution #2026-26 renewing a contract with Robinson Waste Services for garbage and recycling services.

PRESENTER: Shawn Douglas, Public Works Director

INFORMATION:

- a. [Executive Summary](#)
- b. [Resolution #2026-26](#)
- c. [Robinson Contract](#)

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on:
July 7, 2026

Petitioner:
Shawn Douglas, Public Works Director

Summary of Proposed Action

Consideration of a Contract Renewal with Robison Waste

Summary of Supporting 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 \$12.43, additional cans \$3.43 and recycle cans \$2.98. Robison has continued to provide us with excellent service and are very responsive to our concerns. I would note that Steve has sold the company to Republic Services. 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. 2026-26

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 7th day of July, 2026.

Braden D. Mitchell
Mayor, Riverdale City

Attest:

Michelle Marigoni
City Recorder

VOTE:

Alan Arnold	_____	Yes	_____	No	_____	Absent
Bart Stevens	_____	Yes	_____	No	_____	Absent
Anne Hansen	_____	Yes	_____	No	_____	Absent
Michael Richter	_____	Yes	_____	No	_____	Absent
Kent Anderson	_____	Yes	_____	No	_____	Absent

Exhibit A

WASTE COLLECTION AND DISPOSAL AGREEMENT

IT IS HEREBY AGREED by and between **RIVERDALE CITY CORPORATION**, a municipal corporation at 4600 South Weber Drive, Riverdale, Weber County, State of Utah, hereinafter referred to as “City”, and **ROBINSON WASTE SERVICES, LLC**, 2719 N. Fairfield Road, Layton, Davis County, State of Utah, hereinafter referred to as “Contractor”, hereby agree as follows:

1. Collection of Refuse and Recyclables. 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 recyclables 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. Service. The Contractor shall collect and dispose of refuse for each residence once each week and recyclables once every other 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 they are used.
3. Term. The term of the agreement for automated residential collections and disposal shall be extended for a two-year period commencing on July 1, 2026. The parties have the right to extend or renew the term of this Agreement by mutual written agreement at any time prior to the termination hereof. Upon expiration of the two-year term of the Agreement, the City at its sole option, do any of the following:
 - a. Request competitive proposals from contractors.
 - b. Extend this Agreement in writing for an additional three years upon terms mutually satisfactory to the City and the Contractor; or
 - c. Make other arrangements satisfactory to the City.
4. Independent Contractor. The Contractor is an independent contractor with respect to all services performed hereunder and accepts full and exclusive liability for the payment of all contributions or taxes for social security, unemployment insurance, or retirement benefits, pensions or annuities now or hereafter required under any State or Federal law with regards to persons employed by the Contractor on work performed under the terms of this Contract. 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. Insurance. The Contractor 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.
6. Compliance with Laws. 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.
7. Exclusive Right. During the term of this Agreement, the Contractor is granted an exclusive right to collect all residential solid waste and recyclable collection and disposal covered by this Agreement and generated within the City. Should the City determine in the future to offer broader or different collection and disposal services to its residents, Contractor shall have the right to negotiate for the contract to provide such services, subject to any applicable restrictions relating to procurement of services in federal or state law or City Ordinances.
8. Charges, Rates, Etc. The City shall pay the Contractor in accordance with the following monthly charges and rates:
 - a. Basic Service Charges and Rates:

1) First Trash Container	\$12.43 per month
2) Each Additional Container	\$ 3.43 per month
*Contractor pays Disposal	
3) Recycle Container	\$ 2.98 per month
*City pays recycling processing fees based on actual tons	
 - b. Cost of Living Adjustment. At the beginning of the second year and subsequent years for the agreement, the rates set forth in this Paragraph 8 shall be adjusted annually on the anniversary date of the agreement to reflect changes in the cost of doing business, as measured by fluctuations in the Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services (CPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, (West Urban) for the prior calendar year pending an annual review with the City. Any percent change in the CPI shall equal the percentage change in the collection rate, with a cap of 6% and floor no lower than zero percent (0%) per year.
 - c. Fuel Cost Adjustment. The parties acknowledge that fuel costs are a significant factor in the residential collection rates. Therefore, the compensation payable to the Contractor shall be subject to a fuel surcharge adjusted monthly beginning with the July 1st invoice and each month thereafter. The calculation shall be tied to the prior month's average of the Highway Diesel Price Index published by the U.S. Office of Energy Statistics' weekly retail on-highway diesel prices for the Rocky Mountain Region (PADD 4). The parties agree that a base fuel price for the purpose of establishing the current solid waste collection rate, set forth above,

is \$3.00 per gallon. Any changes in diesel fuel prices, either up or down, would have an impact on the monthly residential rate,

- i. The calculated difference in price will be multiplied by 33% per household (1st can) to calculate the actual surcharge amount per month. Example: Fuel = \$4.10, $\$4.10 - \$3.00 = \$1.10$, $\times .33 = .363 \times 2150 = \780.45 additional surcharge per month.
 - ii. The surcharge will be calculated by Robinson Waste monthly and invoiced to Riverdale City.
 - iii. Should the monthly average price of diesel fuel fall below the yearly base price, the surcharge will no longer apply.
 - iv. The fuel surcharge will be invoiced separately from the current invoice for waste collection.
9. Standard of Performance. 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 cost to replace the container or provide a container of equal quality, if, through the Contractor's collection activity, damage is caused to the container's wheels or lid which renders it unusable.
10. Hours. 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.
11. Location of Collection. 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 placed on the street at least four feet (4') from other automated containers and obstructions such as trees, mailboxes, or parked vehicles.
12. Special Collection. 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.
13. Office. 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.

14. City Obligation. 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, car 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.

15. City Buildings. 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.

Current Services:

- | | |
|----------------------------|---|
| a. Fire Station | One - (6) cubic yard containers serviced weekly |
| b. Police and City Offices | One - (3) cubic yard container serviced weekly |
| c. City Shop (front) | One - (3) cubic yard container serviced weekly |
| d. City Shop | Three – Eight (8) cubic yard containers serviced weekly |
| e. Senior Center | Two - (3) cubic yard containers serviced weekly |

16. City Events. Contactor shall provide and empty two (2) - 30 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.

17. Disposal. The Contractor shall dispose of all refuse collected by transporting the same to the Ogden Transfer Station, (OTS) and shall dispose of all recyclable material at the Material Recovery Facility (MRF) both facilities are located at 3027 Midland Dr, Ogden, UT 84401. The Contractor will unload the same in accordance with the regulations of said facility. The Contractor will pay all refuse disposal fees at OTS, and the City shall pay recycle processing fees for the actual tons delivered to the MRF.

18. Spring and Fall Clean-up. The Contractor agrees to perform a spring curbside collection, a fall curbside collection and perform an annual 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. The City will pay all associated disposal fees.

19. Indemnity and Insurance. 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 conform 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.

20. Law to Govern. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
21. Modification. This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect
22. Standard of Performance. 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) day written notice to properly perform the same, or to make payments.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

FOR: RIVERDALE CITY,
a Utah municipal corporation

By: _____
Mayor

ATTEST:

City Recorder

FOR ROBINSON WASTE SERVICES, LLC
a Utah corporation

By: _____
Its: General Manager

**RIVERDALE CITY
CITY COUNCIL AGENDA
July 7, 2026**

AGENDA ITEM: G2

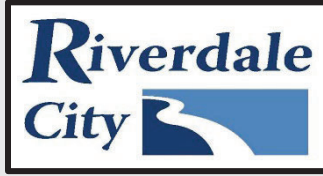
SUBJECT: Consideration of Resolution #2026-27 approving an Interlocal Cooperation Agreement for shared Heavy Rescue Team

PRESENTER: Matt Hennessy, Fire Chief

INFORMATION:

- a. [Executive Summary](#)
- b. [Resolution #2026-27](#)
- c. [Interlocal Agreement](#)

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on:
July 7, 2026

Petitioner:
Matt Hennessy, Fire Chief

Summary of Proposed Action

Approving the Weber County USAR contract from current until 2030

Summary of Supporting Facts & Options

This is a 5-year Interlocal Cooperation Agreement (under Utah law) between Weber County and six local fire departments to establish and maintain a shared Heavy Rescue Team for specialized technical rescues across Weber County.

Effective: January 1, 2026 – December 31, 2030 (can be terminated with 1-year notice)

Parties:

County: Weber County (administrator)

Contractors (main providers): Ogden City, Riverdale City, Weber Fire District

Sub-Contractors (support): North View Fire District, Roy City, South Ogden City

Purpose

To provide coordinated Heavy Rescue services including confined space, high-angle rope, trench, swift/ice water, structural collapse, and complex vehicle/machinery extrication.

Key responsibilities of the Riverdale Fire Department: Utilize Weber County funding to coordinate trainings, purchase equipment and provide a stipend to technical specialist team members. Respond to technical emergencies within Weber County with equipment and trained technicians.

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. 2026-27

A RESOLUTION OF RIVERDALE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY, RIVERDALE CITY AND VARIOUS OTHER LOCAL CITIES CONCERNING A SHARED HEAVY RESCUE TEAM SPECIALIZING IN TECHNICAL RESCUES THROUGHOUT WEBER COUNTY.

WHEREAS, Utah Code Ann. §11-13-101 et. sec., permits governmental entities to enter into cooperation or Interlocal agreements with each other; and

WHEREAS, Riverdale City (herein "City") recognizes the importance of, and wishes to participate in, any joint expertise, manpower and equipment that the combined services from the local jurisdictions offer to each other in fighting fires and assisting each other in times of need and emergency services especially concerning Heavy Rescue and the specialized training and issues associated therewith; and

WHEREAS, the Riverdale City Council has fully reviewed the attached Agreement between Weber County, Riverdale City and the various participating local cities and agencies concerning Heavy Rescue and automatic aid of each other in times of need or emergency and finds it to be in the best interest of Riverdale City to participate in such efforts and agrees to all the terms and conditions contained therein; and

NOW THEREFORE, the Riverdale City Council hereby approves the attached Interlocal Agreement as written and authorizes the Mayor of Riverdale City to execute this Agreement on behalf of the City.

RESOLVED this _____ day of July, 2026.

Braden D. Mitchell
Mayor, Riverdale City

Attest:

Michelle Marigoni
Riverdale City Recorder

VOTE:

Alan Arnold	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Bart Stevens	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Anne Hansen	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Michael Richter	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Kent Anderson	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent

INTERLOCAL COOPERATION AGREEMENT FOR HEAVY RESCUE TEAM BETWEEN WEBER COUNTY AND FIRE SERVICE PROVIDERS

This Agreement is made and entered into pursuant to the provisions of the Interlocal Cooperation Act (U.C.A. 11-13-101 et seq., as amended), by and between Weber County, a public corporation of the State of Utah, hereinafter referred to as the “County”, and Ogden City Corporation, Riverdale City Corporation, municipal corporations for the State of Utah, Weber Fire District, a political subdivision of the State of Utah, hereinafter referred to as “Contractors”, and North View Fire District, a political subdivision of the State of Utah, Roy City Corporation, South Ogden City Corporation, municipal corporations of the State of Utah, hereinafter referred to as “Sub-Contractors”, with County, Contractors, and Sub-Contractors hereinafter referred to jointly as “Parties” or individually as “Party.”

WITNESSETH

WHEREAS, in order to provide specialized Heavy Rescue services to include but not be limited to, confined space, high angle/advanced rope, trench and excavation, swift and ice water, wilderness, structural collapse, complex vehicle and machinery extrication, to the residents of Weber County, it is essential to continue to develop the capability, expertise, and resources to handle situations where such rescues could occur; and

WHEREAS, the Parties hereto are desirous to work in conjunction to respond to situations where there is a unique and/or complex rescue situation within Weber County and work together in the operation of the Weber County Heavy Rescue Team; and

WHEREAS, this Agreement is intended to “enhance” but not replace any existing search and rescue efforts by any other entity; and

WHEREAS, for the purpose of this contract “durable equipment” means: non-consumable equipment acquired for use in the Heavy Rescue program that meets all the following criteria:

1. **Capital or Controlled Asset Threshold:**
Meets or exceeds the monetary threshold established by County policy for classification as a capital asset or controlled asset or is otherwise designated by the County as requiring inventory tracking.
2. **Useful Life:**
Has an expected service life of 3 years or greater under normal operating conditions.
3. **Operational Assignment:**
Is assigned to a vehicle, cache, team, or program inventory for shared operational use, and not issued for the exclusive personal use of any individual.
4. **Accountability:**
Is subject to inventory control, tracking, maintenance, and replacement planning as determined by the County and participating agencies.

Durable Equipment does **not** include:

- Consumable or expendable supplies (e.g. fuel, medical supplies, single-use or limited-life materials);
- Equipment intended for personal issue (e.g. individually assigned protective equipment such as helmets, harnesses, or PPE), even if such items meet cost or lifespan thresholds;
- Routine maintenance items or minor accessories not tracked as controlled assets.

Examples (non-exhaustive):

Durable Equipment may include, but is not limited to: hydraulic rescue tools, rope rescue systems and hardware, confined space and trench rescue equipment, lifting and shoring systems, technical rescue trailers, and other specialized equipment supporting Heavy Rescue disciplines.

NOW, THEREFORE, upon mutual promises and other good and satisfactory consideration, the Parties agree as follows:

**SECTION ONE
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to furnish and provide Heavy Rescue services by the Contractors and Sub-Contractors throughout Weber County in a coordinated and efficient fashion, to provide for the use of certain County issued equipment by the Contractors, to provide payment for specialized technical rescue training and certifications, and to provide stipends for Contractors and Sub-Contractors.

This Agreement will define the obligations and responsibilities of the Parties hereto with respect to the provision of Heavy Rescue services in Weber County.

**SECTION TWO
TERM OF AGREEMENT**

This Agreement is effective 12:01 a.m. on January 1, 2026, and will continue through 12:01 a.m., on December 31, 2030; provided, any Party may terminate the Agreement by giving 1 year prior written notice to the other Parties.

Upon termination, the Parties shall conduct a joint inventory, reconcile outstanding reimbursements within 60 days, and establish a written transition plan to prevent service disruption.

**SECTION THREE
OBLIGATIONS OF CONTRACTORS**

The Contractors agree as follows:

1. To furnish and provide Heavy Rescue services within the jurisdictional boundaries of the County through a coordinated and efficient method of deploying those resources necessary

to affect a positive outcome for the protection of life and property. The Contractors will determine from time-to-time proper service areas as determined by closest unit response without respect to individual contractors' jurisdictional boundary so that Heavy Rescue personnel can arrive at the location needed as soon as possible during an emergency response.

2. Each Contractor will maintain a Heavy Rescue Team of a minimum of nine trained and certified technical rescue personnel of their respective existing firefighter personnel to perform the Heavy Rescue services when needed. Temporary staffing deficiencies shall not constitute breach provided the Contractor is actively recruiting or training replacement personnel.
3. County shall provide durable equipment and vehicles to Contractors for the purpose of providing Heavy Rescue services. Contractors agree to return said equipment and vehicles at the expiration of their useful life or upon expiration or termination of this Agreement, whichever occurs first. Contractors agree that they shall maintain the safe keep and keep in good repair all County issued equipment and vehicles.
4. Contractors shall provide the County with a current inventory of equipment that is designated to provide Heavy Rescue services under this agreement whether said equipment was provided by Contractor, County, or other sources.
5. Each Contractor will operate their portion of the County Heavy Rescue Team from the following respective locations: Ogden City (Fire Station #2, 1185 East 21st Street), Riverdale City (Fire Station #41, 4334 Parker Drive), and Weber Fire District (Fire Station #66, 3641 West 2200 South).
6. Each Contractor agrees to coordinate with the other Contractors and Sub-Contractors on the provision of service, joint training, and maintain a working relationship so that the Heavy Rescue Team operates seamlessly as one team amongst the six participating fire departments.
7. Contractors agree to receive all Heavy Rescue dispatch requests through the Weber Area Dispatch 911 and Emergency Services District ("911 District") and to participate on the 911 District's Operations Advisory Committee to coordinate dispatch protocols for technical rescue incidents. Contractors will maintain emergency radio communication with the 911 District and any other search and rescue field personnel within Weber County.
8. Contractor(s) will make available one each Heavy Rescue company comprised of Contractor's personnel who are trained or being trained as Heavy Rescue Team members with the minimum number of personnel (Ogden City three, Riverdale City three, and Weber Fire District two) on duty 24 hours a day, 7 days a week, and 365 days a year. These personnel will respond to Heavy Rescue incidents as identified by the 911 District's dispatch protocol.
9. Training and Certifications. Each Contractor will assign personnel who are certified, or who

are working to become certified, in the following technical rescue disciplines to achieve Technician level according to National Fire Protection Association (NFPA) standards 1006 and 1670: an 80 hour rope rescue class, a 40 hour confined space class, a 40 hour trench rescue class, a 40 hour extrication class, a 40 hour swift water/ice rescue class, and a 120 hour structural collapse class. It is understood that at any given time personnel are at various stages of completing all these training and certification courses. Each Contractor shall maintain records of their personnel's certifications.

10. Each Contractor shall identify and assign one command staff member ("Contractor Commander") who will be responsible for their respective department's monitoring of their Heavy Rescue personnel to ensure compliance with this agreement, and to ensure their personnel maintain an appropriate level of Heavy Rescue competence based on required training, that training requirements are met, and that personnel provide services in a manner that is professional and courteous. The Contractor Commander will attend and actively participate in Heavy Rescue Team coordination meetings, assist with budget management related to this agreement, and identify areas for improvement or gaps in Heavy Rescue Team capability. The Contractor Commander will coordinate with County administrative staff to manage Agreement compliance.
11. Expansion of required disciplines shall require a written amendment proposal and a funding adjustment request to be presented to the Weber County Commission for approval.

SECTION FOUR OBLIGATIONS OF SUB-CONTRACTORS

The Sub-Contractors agree as follows:

1. The following fire departments agree to provide trained and certified Heavy Rescue personnel to augment the County's Heavy Rescue Team efforts in Heavy Rescue incidents in cooperation with Contractor(s) entity response understanding the need for additional specialized trained personnel to effect rescue. Each Sub-Contractor shall have a minimum of 3 trained personnel. Temporary staffing deficiencies shall not constitute breach provided the Sub-Contractor is actively recruiting or training replacement personnel.
2. Each Sub-Contractor will operate their portion of the County Heavy Rescue Team personnel from the following respective locations: Roy City Fire stations #31 and #32 (5051 South 1900 West and 3271 West 5200 South), North View Fire District stations #21 and #22 (315 East 2550 North and 370 West 4300 North), and South Ogden Fire stations #81 and #82 (3950 South Adams Ave. and 5635 Wasatch Drive).
3. Each Sub-Contractor agrees to coordinate with the other Contractors and Sub-Contractors on the provision of service, joint training, and maintain a working relationship so that the Heavy Rescue Team operates seamlessly as one team amongst the six participating fire departments.
4. Sub-Contractors agree to receive all Heavy Rescue dispatch requests through the 911

District and to participate in the 911 District's Operations Advisory Committee to coordinate dispatch protocols for Heavy Rescue incidents. Sub-Contractors will maintain emergency radio communication with the 911 District and any other search and rescue field personnel within Weber County.

5. Training and Certifications. Each Sub-Contractor will assign personnel who are certified or working to become certified in the following Heavy Rescue disciplines to achieve Technician level according to National Fire Protection Association (NFPA) standards 1006 and 1670: an 80 hour rope rescue class, a 40 hour confined space class, a 40 hour trench rescue class, a 40 hour extrication class, a 40 hour swift water/ice rescue class, and a 120 hour structural collapse class. It is understood that at any given time personnel are at various stages of completing all these training and certification courses. Each Sub-Contractor shall maintain records of their personnel's certifications.
6. Each Sub-Contractors shall identify and assign one command staff member ("Sub-Contractor Commander") who will be responsible for their respective department's monitoring of their Heavy Rescue personnel to ensure compliance with this agreement, and to ensure their personnel maintain an appropriate level of Heavy Rescue competence based on required training, that training requirements are met, and that personnel provide services in a manner that is professional and courteous. The Sub-Contractor Commander will attend and actively participate in Heavy Rescue Team coordination meetings, assist with budget management related to this agreement, and identify areas for improvement or gaps in team capability. The Sub-Contractor Commander will coordinate with County administrative staff to manage Agreement compliance.
7. Expansion of required disciplines shall require a written amendment proposal and funding adjustment request to be presented to the Weber County Commission for approval.

SECTION FIVE OBLIGATIONS OF THE COUNTY

The County agrees as follows:

1. To provide up to \$58,500 annually for the allowance of Heavy Rescue personnel from the Contractors and Sub-Contractors 36 team members to attend Heavy Rescue specialized training to maintain certifications and stay competent in their knowledge, skills, and abilities of Heavy Rescue services. These funds will reimburse either additional scheduled hours for those attending training or for their replacement personnel while those already on duty are released from duty to attend Heavy Rescue training.
2. To provide \$64,800 to Contractors and Sub-Contractors for stipends or differentials that they pay to their personnel for becoming Heavy Rescue Technicians and providing this additional service. This amount represents a \$150 per month differential for each of the 36 team members for Contractors and Sub-Contractors.
 - a. All stipend funds provided by the County for Heavy Rescue Technicians to the

Contractors and Sub-Contractors shall be paid in full by the Contractors and Sub-Contractors to the rostered Technicians for whom the funds are allocated.

- b. The full per-Technician stipend amount funded by the County and paid to the Contractors and Sub-Contractors shall be paid directly by the Contractors and Sub-Contractors to each eligible Technician without reduction, administrative fee, or diversion for any other purpose.
 - c. No portion of stipend funds may be retained, reallocated, or used by the Contractor or Sub-Contractor agencies for any purpose other than direct payment to the designated Technician.
 - d. Each Contractor and Sub-Contractor shall annually certify in writing to the County that all stipend funds received under this Agreement have been paid in full to eligible Technicians.
 - e. Upon request, the County may require documentation sufficient to verify compliance with these payment provisions to the Technicians from the Contractors and Sub-Contractors.
3. Provide \$41,000 for a durable equipment budget to be utilized by the Contractors/Sub-Contractors for the purchase and replacement of Heavy Rescue equipment. Each year the Contractor's command staff member and the County administrator will determine the durable equipment expenditures and location assignment prior to September 1 of every calendar year. Contractors shall return all durable equipment to the County at the end of their useful life or at the expiration of this Agreement, whichever occurs first.
- a. Durable equipment that is purchased with these funds must fall within the following Heavy Rescue disciplines: swift water rescue, ice rescue, water rescue, extrication, high angle rescue, or confined space rescue.

SECTION SIX GOVERNING COMMITTEE

The Board of Weber County Commissioners shall be the administrator of this agreement pursuant to Utah Code § 11-13-207(1)(a) ("Administrator"). The Administrator shall meet at least twice each year, shall oversee the budget, ensure that the County is expending the budget as required by this agreement, ensure that all the Parties to the agreement are following the agreement, review the inventory of Heavy Rescue equipment annually, and decide, with input from the Advisory Committee, what additional equipment needs to be purchased.

SECTION SEVEN ADVISORY BOARD

The Contractor Commanders and Sub-Contractor Commanders shall form an advisory committee ("Advisory Committee") that shall meet at least quarterly to identify training needs and

opportunities, equipment needs, grant opportunities, and ways to more efficiently and effectively provide Heavy Rescue services throughout Weber County. The Advisory Committee shall also decide service area boundaries and maintain the list of Heavy Rescue equipment.

SECTION EIGHT GRANT FUNDS

1. The State Division of Emergency Services and Homeland Security has defined regions within the state for developing emergency response plans. The Northern Region consists of Davis, Weber, Box Elder, Cache, Morgan, and Rich counties. The coalition within this region is made up of emergency response agencies and disciplines. A Technical Rescue Response Plan was developed by the coalition in 2015. The response plan outlines how organizations will plan, coordinate, and collectively provide service amongst the multiple providers of service in various disciplines. There is a specific response plan for technical rescue services.
2. In 2004 an Interlocal Cooperation Agreement was developed and signed whereby participants within the northern region agreed to mutually cooperate and aid when providers were able. The agreement to commit resources to a requesting party is at the sole discretion of the providing party to determine the availability of requested resources.
3. As members of the coalition a variable amount of annual grants funds may become available to assist with the cost of regional technical rescue services. The State Homeland Security Program (SHSP) supports programs and strategies that address hazard and risk threats. Programs that need planning, organizing, equipment, training to prevent, protect against, mitigate, respond to, and recover from acts of terrorism, and other catastrophic events are eligible for potential grant funds.
4. It is acknowledged that all parties to this agreement will work together to seek grants for the provision of Heavy Rescue services that occur under this agreement. Grant funds received for any Heavy Rescue purpose will be deposited into the fund that supports this Agreement. If the terms of the grant do not allow the grant funds to be deposited into the fund that supports this agreement, the Parties will work together to find other ways that the funds can be used to support the purposes of this Agreement.

SECTION NINE HOLD HARMLESS

Each Party shall be responsible for the acts, errors, omissions, negligence, and other wrongful conduct of its own officers, employees, agents, and volunteers arising out of or relating to the performance of this Agreement, and for any resulting claims, demands, suits, judgments, losses, damages, injuries, liabilities, costs, and expenses. No Party shall be responsible for, and no Party assumes any liability for, the acts, errors, omissions, negligence, or other wrongful conduct of any other Party, its officers, employees, agents, or volunteers.

Notwithstanding the foregoing, the Parties are governmental entities under the Governmental Immunity Act of Utah (Utah Code § 63G-7-101, *et seq.*) (“Governmental Immunity Act”). None of the Parties waives any defenses or limitations of liability otherwise available under the Governmental Immunity Act, and they all maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act.

SECTION TEN PROVISION OF SERVICES

In the event the Parties decide to provide services outside of Weber County, the Parties will negotiate an agreement with the entity where services will be provided and negotiate compensation for those services.

SECTION ELEVEN MISCELLANEOUS

1. Amendment. This Interlocal Agreement may be modified or amended only by written agreement of the Parties and upon meeting all applicable requirements of the Interlocal Cooperation Act.
2. Assignment. Contractors and Sub-Contractors shall not assign its benefits and/or obligations, under this Agreement, to any other person or legal entity, without the prior written consent of County.
3. Drug Free Workplace. Contractors and Sub-Contractors will maintain a drug free workplace in accordance with Federal regulations.
4. Effective date of Agreement/Passage of Resolution. This Interlocal Agreement shall become effective upon proper execution by each Party in accordance with the Interlocal Agreement Act.
5. Employment Status. Contractors and Sub-Contractors acknowledges and agrees that County will not supply any staff to assist in providing the services provided pursuant to this Agreement and Contractors and Sub-Contractors shall be solely responsible to meet the staffing needs.
6. Entire Agreement. This Agreement shall constitute the entire Agreement between Contractors and Sub-Contractors and County and any prior agreement, understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
7. Filing of Agreement. An executed counterpart of this agreement shall be filed with the keeper of the records of each of the Parties.
8. Governing Law. This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The

Parties also recognize that certain federal laws may be applicable. In the event of any conflict between this Agreement and the applicable State or Federal law, the State or Federal law shall control.

9. No Separate Entity. This Agreement shall not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this Agreement.
10. Third-Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a Party specifically herein, or which does not later become a signatory hereto as provided herein.
11. Privileges and Immunity. All privileges and immunities which surround the activities of governmental entities, officers and employees shall continue in full force and effect.
12. Dispute Resolution. The Parties agree to work collaboratively and in good faith to resolve any disputes arising under this Agreement. Disputes shall first be addressed by the Advisory Committee. If resolution cannot be reached, the matter shall be referred to the Administrator for review and recommendation. The Parties may mutually agree to mediation prior to pursuing any legal remedies available under Utah law.
13. Review by Authorized Attorney. In accordance with the provisions of Section 11-13-202.5(3), Utah Code, this agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this agreement may take effect.

WEBER COUNTY, a public corporation of the State of Utah

By _____
Gage Froerer, Chair

ATTEST:

CPA, Weber County Clerk/Auditor

Dated this ___ day of _____, 2026.

APPROVED AS TO FORM:

Attorney for Weber County

OGDEN CITY,
A Municipal Corporation

Mayor

ATTEST:

City Recorder

Dated this ____ day of _____, 2026.

APPROVED AS TO FORM:

Attorney for Ogden City

RIVERDALE CITY,
A Municipal Corporation

Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for Riverdale City

Dated this ___ day of _____, 2026.

WEBER FIRE DISTRICT

Chairman of Board

ATTEST:

District Clerk

APPROVED AS TO FORM:

Attorney for District

Dated this ___ day of _____, 2026.

NORTH VIEW FIRE DISTRICT

Chairman of Board

ATTEST:

District Clerk

APPROVED AS TO FORM:

Attorney for District

Dated this ___ day of _____, 2026.

SOUTH OGDEN CITY,
A Municipal Corporation

Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for South Ogden City

Dated this ___ day of _____, 2026.

ROY CITY,
A Municipal Corporation

Mayor

Dated this ____ day of _____, 2026

ATTEST:

City Recorder
APPROVED AS TO FORM:

Attorney for Roy City

**RIVERDALE CITY
CITY COUNCIL AGENDA
July 7, 2026**

AGENDA ITEM: G3

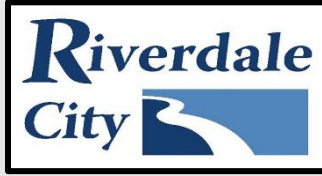
SUBJECT: Consideration of Resolution #2026-23 approving a contract for City Administrator

PRESENTER: Steve Brooks, City Administrator

INFORMATION:

- a. [Executive Summary](#)
- b. [Resolution #2026-23](#)
- c. [Employment Contract](#)

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on:
July 7, 2026

Petitioner:
Steve Brooks

Summary of Proposed Action

Approval of City Administration contract.

Summary of Supporting Facts & Options

Here is the amended contract as was directed from the first meeting last month. (I had Michelle pull the minutes and give a summary. I put in parenthesis the sections in the contract that were changed.)

Motion: Councilmember Hansen moved to increase the City Administrator compensation to \$50,000 include an annual COLA (2.2) at the federal rate on the City Administrator wage, increase vehicle allowance to \$600 (3.4), remove the clause to return to attorney only, and the contract have a 4-year term with renewal option (6.1).

Second: Councilmember Richter

Discussion:

Mr. Brooks asked about a make-up amount for the past four years.

Councilor Hansen **amended the motion** to include a one-time bonus of \$10,000 (a new 2.3).

Councilor Arnold said he should get mileage for trips (non-local). Mr. Brooks said the extra \$100 on the vehicle allowance covers it.

Councilor Hansen made a **second amendment** on the motion to remove "local" from the mileage language. Annual federal COLA also applies to car allowance (3.4).

In meeting with Council member Hansen, we both felt it to be in the best interest at this point to stick with the original agreement, with the above noted changes, rather than start over and re-write the contract. The contract has been in place for 4 years now without issue. We will look at re-doing the contract at a later time when it is needed for the future. So it is my understanding that Councilmember Hanse was going to withdraw her comments made in the previous meeting.

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. 2026-23

**A RESOLUTION OF THE CITY COUNCIL OF RIVERDALE CITY, UTAH,
APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH STEVIN E. BROOKS FOR CITY ADMINISTRATION DUTIES**

WHEREAS, the City Council of Riverdale City, Utah, has determined that it is in the best interests of the City and its residents to employ a qualified City Administrator to perform the duties of that office; and

WHEREAS, the City Council has reviewed the proposed Employment Agreement for Stevin E. Brooks to serve as City Administrator for the Riverdale City; and

WHEREAS, the City Council finds that approval of the Employment Agreement is in the best interests of the health, safety, welfare, and efficient administration of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVERDALE, UTAH, AS FOLLOWS:

1. The Employment Agreement between Riverdale City and Stevin E. Brooks, attached hereto as Exhibit A, is hereby approved in substantially the form presented to the City Council, with such non-substantive changes as may be approved by the Mayor, if applicable.
2. The Mayor is hereby authorized and directed to execute the Employment Agreement on behalf of the City.
3. The City Recorder is authorized and directed to attest the Agreement and to take any and all actions necessary to implement this Resolution.
4. This Resolution shall take effect immediately upon its adoption and approval.

PASSED AND APPROVED by the City Council of the City of Riverdale, Utah, this 16th day of June 2026.

Braden D. Mitchell
Mayor, Riverdale City

ATTEST:

Michelle Marigoni
City Recorder

VOTE:

Alan Arnold	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Bart Stevens	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Anne Hansen	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Michael Ritcher	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent
Kent Anderson	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Absent

EXHIBIT A



AGREEMENT FOR EMPLOYMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2026, by and between Riverdale City Corporation, a Utah Municipal Corporation (hereinafter “City”), and the City Administrator, an individual person (hereinafter Stevin Brooks).

WITNESSETH THE PARTIES HERETO:

WHEREAS: City desires to employ the services of Stevin Brooks as the City’s Chief Appointed Official (hereinafter referred to as “Chief Administrative Officer” or “City Administrator”), as well as retaining him as the City Attorney; and

WHEREAS: City believes the employment of Stevin Brooks as the City Administrator will improve and enhance the effectiveness and efficiency of City operations; and

WHEREAS: It is the desire of the Mayor and City Council (hereinafter “Governing Body”) of Riverdale City to:

1. Secure and retain the services of Stevin Brooks and to provide inducement for him to accept such employment;
2. To make possible full work productivity by assuring Stevin Brooks’ morale and peace of mind with respect to continued employment security;
3. To establish the employment expectations of the City for Stevin Brooks;
4. To establish a just means of compensation for the employment of Stevin Brooks; and
5. To provide a just means of compensation for the separation of Stevin Brooks from the City’s employment; and

WHEREAS: Stevin Brooks desires to be employed by the City as the Riverdale City Administrator.

NOW THEREFORE BE IT KNOWN:

In consideration of the mutual covenants herein contained, City and Stevin Brooks agree as follows:

SECTION 1. DUTIES.

- 1.1 Stevin Brooks shall be the City's Chief Administrative Officer (City Administrator) to whom all employees of the City shall report. All City employees make up the administrative service of the City and, as such, all City employees are subordinates of the City Administrator.
- 1.2 Stevin Brooks shall be responsible to the Governing Body for the day-to-day operations of the City and for such other professional duties as assigned or needed.
- 1.3 Stevin Brooks will present ideas and make suggestions to the Governing Body and shall advise the Governing Body on matters of policy, procedure and business requiring Governing Body approval or awareness. Stevin Brooks shall use his best efforts to lawfully implement the final decisions of the Governing Body, and shall represent, support, and defend the final decisions of the Governing Body.
- 1.4 Stevin Brooks shall be employed by the City with the title of City Administrator and shall carry out such duties and functions as set forth in State and Federal Law, City Ordinances and Policy, and as set forth in the adopted City Administrator Job Description contained in the City's Human Resources Manual.

SECTION 2. COMPENSATION – SALARY.

- 2.1 City shall compensate Stevin Brooks for his services as the City Attorney, as stated in the Personnel Policies Handbook 11-1 Employee Compensation (Tech Net Survey #1025 City Attorney) effective July 1, 2026, when Stevin Brooks' salary shall be established by ordinance adopted annually in the approval of the City's Fiscal Budget. Said salary shall be paid to Stevin Brooks on the same pay schedule as established by the usual and customary pay schedule for employees of the City. Said salary shall continue to be paid and shall adjust according to city-wide pay schedule adjustments each July 1st thereafter.
- 2.2 In addition to his salary as the City Attorney, Stevin Brooks will receive additional compensation in the amount of \$50,000 per year, as compensation for the additional time and work required to perform his duties as the City Administrator. Said amount shall be increased each year by the Federal COLA rate amount for that year.
- 2.3 In recognition of prior services performed by Stevin Brooks, for which full compensation was not previously provided or funded, Riverdale City agrees to pay Employee a one-time, lump-sum bonus in the gross amount of Ten Thousand Dollars (\$10,000.00) (the "Make-Up Bonus").

The Make-Up Bonus shall be paid with the first payroll distribution in July 2026, and shall be subject to all applicable federal, state, and local tax withholdings and payroll deductions. This payment is intended as supplemental compensation for past services and does not modify Employee's base salary or rate of pay.

2.4 Stevin Brooks may be compensated above the terms of this agreement upon recommendation of the Governing Body and as adopted in the City's Fiscal Budget.

2.5 Stevin Brooks may also be awarded specific performance bonuses separate and apart from the salary as set forth above. Said performance bonuses may be awarded pursuant to any Governing Body approved performance incentive program for City employees.

SECTION 3. COMPENSATION – BENEFITS.

3.1 All provisions of the City's Personnel Policies and Procedures Section of the City's Human Resources Manual and other rules and regulations relating to sick leave, retirement and pension system contributions, holidays, health, dental and life insurances, administrative leave, FMLA leave, and other fringe benefits and working conditions shall also apply to Stevin Brooks as they would to other management employees of the City, in addition to said benefits enumerated specifically for the benefit of Stevin Brooks, as provided herein.

3.2 The City shall accrue vacation leave to Stevin Brooks per semi-monthly pay period. Stevin Brooks' vacation period shall run with the calendar year. Stevin Brooks shall be permitted to carry into each calendar year no more than two-hundred-forty (240) hours of vacation time from the previous calendar year. Being classified as an exempt employee for FLSA purposes, Stevin Brooks shall not be entitled to overtime pay and/or compensatory leave, Stevin Brooks existing balance of vacation leave in excess of 240 hours on December 31st of each year shall be paid as a lump sum on the January 15th payroll at Stevin Brooks salary rate in effect for the January 15th payroll period. The City shall pay the required premiums on term life for Stevin Brooks, similar to those furnished to other City employees.

3.3 Any future requirements made by the Federal or State Government which would be paid by the City for its employees shall also be paid by the City for Stevin Brooks.

3.4 In recognition of the city's need for Stevin Brooks to travel in meeting needs of citizens, attending various meetings in various locations, attending to other official city business and for other official functions and uses, the city shall compensate Stevin Brooks a monthly vehicle allowance in the amount of \$600.00 per month. Stevin Brooks also agrees by receiving said allowance to assume all of the responsibilities of ownership including operations, maintenance, tax, licensing, registrations, inspections, insurance, etc. Said amount shall be increased each year by the Federal COLA rate amount for that year.

- 3.5 In recognition of Stevin Brooks need for a cell phone, he will either be provided a cell phone by the City or be reimbursed at the usual monthly rate for other employees should he choose to use his personal phone.

SECTION 4. DUES, SUBSCRIPTIONS AND PROFESSIONAL DEVELOPMENT.

- 4.1 The City shall provide, through the budgetary process, resources for Stevin Brooks to pay all professional licensing fees and professional association membership dues as are required or necessary for the employment and development as currently necessary and as the Chief Appointed Official of Riverdale City, as set forth in the City Administrator Job Description, referred to above.
- 4.2 The City shall provide, through the budgetary process, resources for Stevin Brooks to attend continuing education courses, seminars, conferences, short courses, professional association meetings and luncheons, etc., for the professional development and for the good of the City. Stevin Brooks is expected to pursue and attend official functions on behalf of the City.
- 4.3 The city recognizes that certain expenses of an “out-of-pocket” or general job affiliated nature are incurred by Stevin Brooks, and the City agrees to reimburse or to pay said expenses. Said reimbursement shall be upon receipt of executed expense or receipts, statements, or personal affidavits.

SECTION 5. PROFESSIONAL LIABILITY INSURANCE AND BONDING.

- 5.1 The City shall provide professional liability insurance to cover Stevin Brooks against all professional liability claims arising out of an alleged act or omission occurring in the performance of his duties, in the amount of one million dollars.
- 5.2 The City shall pay the cost of a fidelity bond or other bonds required by law for Stevin Brooks or as deemed advisable by the Governing Body.

SECTION 6. TERM OF AGREEMENT.

- 6.1 The term of this agreement shall be for a period of four years beginning on July 1, 2026, with an option to renew at the end of the four years. Either party may request a yearly review of the contract by giving a 60-day notice before the date of renewal, to the other party.
- 6.2 Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of Stevin Brooks as City Administrator

at any time for just cause, subject to the provisions of this agreement. To establish just cause the following elements must exist: The actions causing the discharge were within the person's control. The person knew what conduct was expected.

- 6.3 Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of Stevin Brooks to resign his position with the City upon thirty (30) days notice to the City.
- 6.4 Nothing in this agreement shall prevent the parties from mutually agreeing to the termination of this agreement and renegotiating.

SECTION 7. TERMINATION AND SEVERANCE.

- 7.1 Termination of this agreement by the City occurs as follows:
 - A. The City reduces the salary or other financial benefits of Stevin Brooks at a greater percentage than an applicable across-the-board reduction for all employees of the City; or
 - B. The City is in default of any of the provisions of this agreement, and fails to cure the default within thirty (30) days from receipt of written notice of such default; or
 - C. The City terminates Stevin Brooks' employment, as City Administrator, with the City; or
 - D. The City fails to renew this agreement for any reason prior to the agreement expiration date, or such expiration date as shall be extended through subsequent renewals of this agreement, or the City fails to enter into a mutually acceptable renegotiated agreement between the parties; or
 - E. Stevin Brooks resigns from the City's employ, as City Administrator, following a request from a majority of the Governing Body that he resign his position.
- 7.2 In the event Stevin Brooks is terminated by the City as City Administrator, or resigns, after the effective date of this agreement, as set forth herein, the City agrees to compensate Stevin Brooks as follows:
 - A. An amount equal to his then due and owing salary and retirement benefit, and all other allowed benefits under city policy as of the effective date of the termination/resignation.

SECTION 8. NOTICES.

Notices pursuant to this agreement may be made by either deposit of postage paid, certified mail, or hand delivery, in person, as follows:

To the City:

Riverdale City Corporation
Mayor or City Council
4600 South Weber River Drive
Riverdale UT 84405

To Stevin Brooks:



Or to such other address as may be designated by the parties hereto.

SECTION 9. GENERAL PROVISIONS.

- 9.1 The terms herein shall constitute the entire agreement between the parties and any changes shall be reduced to writing and agreed upon by both parties.
- 9.2 This agreement shall be binding upon the parties and inure to the benefit of the heirs at law and executors of Stevin Brooks for any benefits, pay, etc. that he would be entitled to under this contract and city policy.
- 9.3 This agreement shall become effective, commencing immediately upon the signing by both parties.
- 9.4 If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Riverdale has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Recorder, and Stevin Brooks has signed and executed this Agreement, both in duplicate, the day and year first above written.

Riverdale City By:

Mayor Braden Mitchell

ATTEST:

Michelle Marigoni, City Recorder

Stevin E. Brooks