

6:00 p.m. – Council Meeting (Council Chambers)**A. Welcome & Roll Call****B. Pledge of Allegiance – 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. Presentations and Reports

1. Mayor's Report

2. City Administration Report

a. Department Reports June

b. July Anniversaries Employee Recognition

c. Staffing Authorization Plans

d. Community Development Report

F. Consent Items

1. Consideration to approve meeting minutes from:

June 2, 2026 Council Meeting

June 16, 2026 Council Meeting

G. Action Items

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

Presenter: Shawn Douglas

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

Presenter: Chief Hennessy

3. Consideration of Resolution #2026-28 amending Personnel Policy Chapters 9 through 16

Presenter: Stacey Comeau

4. Consideration of Resolution #2026-29 authorizing the limited use of funds secured under the Financial Guarantee Agreement for the Coleman Vu Estates Subdivision

Presenter: Brandon Cooper

5. Consideration of Resolution #2026-30 awarding a bid to Skyview Excavating & Grading for the 2026 Road Improvement Project, in an amount not to exceed \$821,746.14

Presenter: Shawn Douglas

6. Consideration of Resolution #2026-31 approving a professional services agreement with Civil Engineering Consultants, LLC for city engineer services

Presenter: Brandon Cooper

7. Consideration of Resolution #2026-32 approving an agreement between Riverdale City and South Weber City for special rate discounts for qualifying residents of South Weber

Presenter: Steve Brooks

8. **Motion to un-table and Consideration of Resolution #2026-23 approving a contract for City Administrator Contract**

Presenter: Steve Brooks

H. Upcoming Events

- July 24 – Pioneer Day, city offices closed (Community Center open)
- July 28 – Swim Night
- August 12 – Swim Night
- August 18 – Combined City Council/Planning Commission Meeting (tentative)
- August 22 – Bonneville CTC 5k & Half Marathon

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 17th 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 July 21, 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

Minutes of the Regular Meeting of the Riverdale City Council held Tuesday, June 2, 2026, at 6:00 p.m. at the Civic Center, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present: City Council: Braden Mitchell, Mayor
Alan Arnold, Councilmember
Bart Stevens, Councilmember
Anne Hansen, Councilmember
Michael Richter, Councilmember
Kent Anderson, Councilmember

City Employees: Steve Brooks, City Administrator/Attorney
Casey Warren, Police Chief
Cody Cardon, Business Administrator
Brandon Cooper, Community Development Director
Shawn Douglas, Public Works Director
Matthew Hennessy, Fire Chief
Stacey Comeau, Human Resources
Michelle Marigoni, City Recorder

Excused:

Visitors: Kelby Underwood
Jed Naisbitt
Rod Turner
Chris Hupp
Benj Becker (virtual)

Welcome & Roll Call

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

Pledge of Allegiance – Anne Hansen

Invocation – Michael Richter

Public Comment

Mayor Mitchell invited members of the public to speak and noted that no action would be taken during public comment. Comments were limited to three minutes.

Rod Turner, Riverdale resident, asked for an update regarding the development south of Home Depot on 1050 West. Brandon Cooper responded that the recently approved project will feature three retail buildings with space for five or six new retailers

Seeing no other public comment, the meeting proceeded.

Presentations and Reports

1. Mayor's Report

Mayor Mitchell had nothing to report for this meeting.

2. City Council Assignment Reports

3. Development Review Committee Report – Councilor Richter

Councilor Richter presented a high-level review of three upcoming projects:

- **Hilston Townhomes:** Discussion included fencing to separate residential from commercial parking, fire equipment access, and proposed angled parking on 550 West to improve traffic flow. Extensive water management and retention strategies for the hillside springs were also reviewed.
- **Dave's Hot Chicken Remodel:** This project involves remodeling the existing Krispy Kreme facility. The DRC reviewed the bold proposed color scheme and the inclusion of local artist murals.

- **CarMax Proposal:** Discussion focused on the site layout, which prioritizes visibility from Riverdale Road, and the inclusion of roof shielding to hide mechanical equipment from view on the elevated viaduct.

4. Legislative Update – Steve Brooks

Mr. Brooks provided a summary in the packet, highlighting legislative changes primarily affecting police procedures. He noted that the requirement for signaling before entering or exiting roundabouts has been removed.

Consent Items

1. Consideration to approve meeting minutes from:

May 5, 2026 Council Meeting

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

MOTION: Councilor Arnold moved to approve the consent item. Councilor Richter seconded the motion and all voted in favor.

Action Items

1. Discussion and selection of Mayor Pro tem

Mr. Brooks explained that while state code makes the appointment optional, Riverdale City Code mandates the selection of a Mayor Pro tem. Councilor Hansen nominated Councilor Stevens, who declined. Councilor Richter nominated Councilor Arnold, which was seconded by Councilor Anderson. Councilor Stevens opposed the nomination, citing temperament concerns.

Roll Call Vote:

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

Motion passed 3 to 2

2. Consideration of Ordinance #1009 approving a text amendment to Title 10 of the Riverdale City Code for the classification of new and unlisted business uses

Mr. Cooper explained that this amendment establishes a mandated process under state code (10-2-507) for classifying businesses that are not currently listed in the city's zoning code.

Motion: Councilmember Arnold moved to approve

Second: Councilmember Hansen

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

The motion passed 4 to 1

3. Consideration of an application to establish a Bar Use classification and designate appropriate zoning districts

Mr. Cooper introduced the application, noting that current city code lacks a "bar use" classification for establishments where alcohol service is the primary focus independent of food. Dr. Jed Naisbitt (applicant) described the proposed establishment as a high-end adult entertainment venue featuring dancing, mechanical bulls, and affordably priced food, emphasizing his desire for a controlled, safe environment.

Council discussed potential unintended consequences and concerns about future establishments. Chief Warren recommended a conditional use approach with strict standards for security, capacity, and the authority for the police chief to temporarily suspend licenses.

Motion: Councilmember Arnold moved to table until June 16th to have the conditions included in the ordinance.

Second: Councilmember Anderson

Councilor Anderson would like to have input from council provided to Mr. Cooper along with the staff. Chief Warren suggested a work session before the June 16th meeting.

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

The motion passed 4 to 1.

4. Consideration of Ordinance #1010 adopting a Bar Use classification and designating appropriate zoning districts

Motion: Councilmember Arnold moved to table until June 16th to have the conditions included in the ordinance.

Second: Councilmember Anderson

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

The motion passed 4 to 1 and will be on the June 16th agenda.

5. StringTown Master Planning process update and finance tools discussion

Chris Hupp presented the refined conceptual master plan for StringTown, which includes approximately 1,366 residential units, a mixed-use core, and riverfront amenities like a boat launch and bike park. Benj Becker presented various financing tools, including Public Infrastructure Districts (PIDs) and Community Reinvestment Areas (CRAs). Council discussion centered on project pace and financial risk. Council consensus was reached to exclude city-backed bonding as a viable financing tool. A future work session was requested to further refine the concept.

6. Discussion and action regarding City Administrator Contract (may go into closed session pursuant to UCA 52-4-205(1)(a)).

Mr. Brooks presented a request to update his employment contract, noting that his compensation for administrative duties has remained stagnant for four years despite a significant increase in workload. He estimated that his current time is split approximately 70% on administrative tasks and 30% on legal work. Mr. Brooks proposed aligning his compensation with city policy, which allows an employee assuming additional duties to receive up to one-third of the market rate for the vacant position. He suggested a market base of \$150,000 for a city administrator role, noting nearby cities like Washington Terrace and South Ogden pay between \$179,000 and \$180,000, which would set his administrative stipend at \$50,000.

Councilor Stevens questioned the necessity of maintaining both a full-time administrator and a full-time attorney, asking for a comparison of how other cities staff these roles. Councilor Arnold strongly praised Mr. Brooks's performance, stating the city has never run better than in the last four years, but he expressed a preference for a clean contract with a flat \$60,000 stipend to provide a clear talking point for citizens.

Councilor Hansen noted that Mr. Brooks had been undercompensated and supported re-writing the contract to focus on the administrator position. Councilor Anderson stated the current \$24,000 stipend had been a very good deal for the city and supported an adjustment.

Motion: Councilmember Arnold moved to set the City Administrator compensation amount at \$5000 per month (\$60,000 per year) on top of the attorney salary and increase the car allowance to \$750 per month, along with other details in the contract to be added.

Second: Councilmember Anderson

Councilor Hansen and Councilor Richter expressed concern that this deviated from the proposed \$50,000 policy-based amount

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

The motion failed with 2 in favor and 3 opposed.

Mr. Brooks presented a proposal after the failed motion, which included an annual COLA based on the federal rate, \$50,000 per year, and car allowance increase annually. This would be an increase of \$26,000. He suggested a one-time catch-up for the past few years and an increased car allowance or paid mileage.

Details were discussed including the option to return to attorney position only, auto-renewal, and a four-year contract term.

Motion: Councilmember Hansen moved to increase the City Administrator compensation to \$50,000 annually, increase the vehicle allowance to \$600 per month, apply an annual federal cola on the \$50,000, remove of the clause to return to attorney, and include a 4-year term with renewal option.

Second: Councilmember Richter

Mr. Brooks asked if a catch-up payment would be included.

Councilor Hansen amended the motion to include one-time bonus of \$10,000.

Councilor Arnold noted Mr. Brooks should get mileage for trips (non-local). Mr. Brooks explained the increased vehicle allowance would cover it.

Councilor Hansen made a second amendment on the motion to remove “local” from the mileage language. Federal COLA also applies to car allowance.

Councilor Stevens:	Yes
Councilor Richter:	Yes
Councilor Anderson:	Yes
Councilor Hansen:	Yes
Councilor Arnold:	Yes

The motion passed unanimously.

A newly written contract with a resolution will be presented on the June 16th agenda.

Upcoming Events

- June 4th - Fire Department Open House 5 p.m. to 7 p.m.
- June 15th - Juneteenth holiday (observed), city buildings will be closed, except for the Community Center
- Walmart 35th anniversary June 4th 10am

Comments

1. City Council

Councilor Hansen expressed support for the council's decision regarding the Mayor Pro tem appointment. Councilor Arnold requested a budget analysis showing alignment with 2030 goals.

2. City Staff

Mr. Brooks reported the splash pad repairs are nearly complete and provided updates on 4400 South. Chief Warren commended his department for successfully resolving a missing juvenile case through dedicated investigative work.

3. Mayor

Mayor Mitchell thanked the council for their informed decision-making and dedication to the city despite the personal sacrifices involved.

Adjournment

Having no further business to discuss, Councilmember Arnold moved to adjourn the meeting. Councilmember Hansen seconded the motion. The meeting was adjourned at 9:52 p.m.

Date Approved:

Minutes of the Regular Meeting of the Riverdale City Council held Tuesday, June 16, 2026, at 6:00 p.m., at the Civic Center, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present: City Council: Braden Mitchell, Mayor
Alan Arnold, Councilmember / Mayor pro tem
Bart Stevens, Councilmember (via telephone)
Anne Hansen, Councilmember
Michael Richter, Councilmember
Kent Anderson, Councilmember

City Employees: Steve Brooks, City Administrator/Attorney
Brandon Cooper, Community Development Director
Casey Warren, Police Chief
Matthew Hennessy, Fire Chief
Shawn Douglas, Public Works Director
Rich Taylor, Community Services Director
Cody Cardon, Business Administrator
Michelle Marigoni, City Recorder

Excused:

Visitors:

Welcome & Roll Call

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

Pledge of Allegiance – Cody Cardon

Invocation – Anne Hansen

Public Comment

Mayor Mitchell invited members of the public to speak.

No public comments were received.

Presentations and Reports

1. Mayor's Report

Mayor Mitchell reported that the 4400 South Bridge is finally open. He commended Chief Warren for creating a creative and popular video about the reopening that had received over 16,000 views to date.

2. City Administration Report

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

Steve Brooks reviewed the May department reports and noted that tax revenues remain strong.

Employee recognition included 10-year anniversaries for Detective Panunzio, Officer Phillips, and Detective Lovato. Chief Warren highlighted their service, including a recent case involving a runaway girl. Additional recognition was given to Michelle Marigoni (5 years) and Rich Taylor (12 years)

Brandon Cooper reported on the Ken Garf Honda ribbon cutting and noted that a full site plan application for CarMax has been received. He also mentioned ongoing townhome developments and work at the old RC Willey building

Consent Items

1. Consideration to approve meeting minutes from:

May 19, 2026 Council Meeting

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

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

Action Items

Item number 17 was moved to the beginning of the meeting by consensus.

1. Consideration of Resolution #2026-24 regarding intent to annex into the Weber Fire District for Fire, EMS, and related services

Mr. Brooks explained this is a formal intent to pursue annexation, which initiates the timeline for the process.

Motion: Councilmember Arnold moved to approve Resolution #2026-24 regarding intent to annex into the Weber Fire District for Fire, EMS, and related services.

Second: Councilmember Anderson

Discussion included the lack of public opposition at a recent open house and the support of former Chief Sholly. It was also noted that services would be maintained and employees protected.

Councilor Stevens	Yes
Councilor Richter	Yes
Councilor Anderson	Yes
Councilor Hansen	Yes
Councilor Arnold	Yes

Motion passed unanimously.

2. Consideration of Resolution # 2026-16 awarding a bid to Saunders Construction for the 2026 Water Line Improvement Project in an amount not to exceed \$780,491.25

Mr. Douglas explained the project involves upsizing an aging 6-inch line to an 8-inch line for an amount not to exceed \$780,491.25. While the city has not worked with this contractor, they received positive reviews from other entities.

Motion: Councilmember Arnold moved to approve

Second: Councilmember Richter

Councilor Arnold:	Yes
Councilor Richter:	Yes
Councilor Hansen:	Yes
Councilor Anderson:	Yes
Councilor Stevens:	Yes

Motion passed unanimously.

3. Motion to un-table and consideration of Ordinance #1010 adopting a Bar Use classification and designating appropriate zoning districts.

Councilmember Arnold moved to un-table the item. Councilmember Richter seconded the motion. There was not any discussion regarding this motion, which passed unanimously in favor.

Mr. Cooper presented proposed conditions for conditional use:

- Maximum occupancy
- Security personnel

- Liquor liability insurance
- Parking
- Density limitation
- Inspection authority
- Emergency suspension
- Nuisance prevention
- Noise control
- Surveillance systems
- Exterior lighting
- Employee training
- Calls for service
- Outdoor activities
- Compliance with State Law
- Occupancy monitoring and read-only access
- Revocation

Motion: Councilmember Arnold moved to approve

Second: Councilmember Richter

Chief Warren expressed confidence that these conditions provide necessary tools for public safety. Mayor Mitchell clarified that this is for any bar application in the city, not for one specific applicant.

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

Motion passed with four in favor and one opposed.

4. Consideration to approve local consent for The Cabin bar establishment license

Councilor Richter asked if the shared space would cause any problems. Mr. Naisbitt explained the kitchen is used for both sides, but they are not used at the same time. Everything else will be separated, including restrooms. There is also parking available at Discount Tire from a previous negotiation after 5pm for this establishment. The venues are completely separated. The separation layout has changed since the last submittal.

Motion: Councilmember Arnold moved to approve local consent for The Cabin bar establishment license.

Second: Councilmember Anderson

A conditional use permit and plan review for building permit will still be required.

Councilor Hansen	Yes
Councilor Arnold	Yes
Councilor Richter	Yes
Councilor Stevens	No
Councilor Anderson	Yes

Motion passed with four in favor and one opposed.

5. Consideration to approve local consent for The Cabin Table full-service restaurant license

Motion: Councilmember Arnold moved to approve the local consent for The Cabin Table full-service restaurant license.

Second: Councilmember Hansen

Councilor Arnold: Yes
Councilor Anderson: Yes
Councilor Richter: Yes
Councilor Hansen: Yes
Councilor Stevens: Yes

Motion passed unanimously.

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

- a. Amending the Riverdale City budget for fiscal year 2026 (2025-2026).
- b. Proposed amendments to the Riverdale City Code: 1-7-2 Salaries of City Council and Mayor, and 1-7F-6 Salary of the Justice Court Judge.
- c. Nonreciprocal interfund activity transfer of resources utilized by the City's General Fund as provided by the City's Water Fund.
- d. Adopting the Riverdale City Budget for fiscal year 2027 (2026-2027).

Councilmember Anderson moved to open the public hearing. Councilmember Richter seconded the motion. There was not any discussion regarding this motion, which passed unanimously in favor. Public hearing was opened at 6:49 p.m.

Public Comment: None

Councilmember Arnold moved to close the public hearing. Councilmember Richter seconded the motion. There was not any discussion regarding this motion, which passed unanimously in favor. Public hearing was closed at 6:50 p.m.

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

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

Councilmember Arnold moved to open the public hearing. Councilmember Richter seconded the motion. There was not any discussion regarding this motion, which passed unanimously in favor. Public hearing was opened at 6:50 p.m.

Public Comment: None

Councilmember Arnold moved to close the public hearing. Councilmember Hansen seconded the motion. There was not any discussion regarding this motion, which passed unanimously in favor. Public hearing was closed at 6:50 p.m.

8. Consideration of Ordinance #1011 approving proposed amendments to the Riverdale City Code: Human Resources Manual Employees Classification/Compensation Plan 1-7-2 Salaries of City Council and Mayor.

Cody Cardon explained this is Mayor and Council salaries proposed increases. The new number is based on the average increase of the budget.

Motion: Councilmember Arnold moved to approve ordinance #1011 approving proposed amendments to the Riverdale City Code: Human Resources Manual Employees Classification/Compensation Plan 1-7-2 Salaries of City Council and Mayor.

Second: None, motion dies.

Mr. Brooks mentioned that a motion to keep it the way it was could be made.

Motion: Councilmember Anderson moved to keep the salaries as is.

Second: Councilmember Arnold.

Councilor Stevens: Yes
Councilor Arnold: Yes
Councilor Anderson: Yes
Councilor Richter: Yes
Councilor Hansen: Yes

Motion passed unanimously.

9. **Consideration of Ordinance #1012 approving proposed amendments to the Riverdale City Code: Human Resources Manual Employees Classification/Compensation Plan 1-7F-6 Salary of the Justice Court Judge.**

Mr. Cardon noted this is required by state law to be done by ordinance. Councilor Hansen asked if the amount was required by the state. There is a range that is allowed by state law.

Motion: Councilmember Arnold moved to approve

Second: Councilmember Richter

Councilor Stevens	Yes
Councilor Anderson	Yes
Councilor Arnold	Yes
Councilor Hansen	Yes
Councilor Richter	Yes

Motion passed unanimously.

10. **Consideration of Resolution #2026-17 accepting Riverdale City's Certified Property Tax Rate of 0.001386 as calculated by the Weber County Auditor.**

Mr. Cardon noted the rate dropped approximately 19.8%, though new development growth added \$70,454 in revenue. The rate with the fire district would not change until the next tax year.

Motion: Councilmember Arnold moved to approve Resolution #2026-17 accepting Riverdale City's Certified Property Tax Rate of 0.001386 as calculated by the Weber County Auditor.

Second: Councilmember Anderson

Councilor Anderson	Yes
Councilor Stevens:	Yes
Councilor Hansen:	Yes
Councilor Arnold:	Yes
Councilor Richter:	Yes

Motion passed unanimously.

11. **Consideration of Resolution #2026-18 approving the nonreciprocal interfund activity transfer of resources utilized by the City's General Fund as provided by the City's water fund. The estimated value of these culinary water services is \$100,000.**

Mr. Cardon explained this is the water the city uses and must be disclosed for audit purposes.

Motion: Councilmember Arnold moved to approve

Second: Councilmember Hansen

Mayor Mitchell noted the amount used to be \$80,000. Mr. Cardon explained that water rates went up, so the city also pays more.

Councilor Richter:	Yes
Councilor Hansen:	Yes
Councilor Stevens:	Yes
Councilor Arnold:	Yes
Councilor Anderson:	Yes

Motion passed unanimously.

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

Cody Cardon presented the review.

13. **Consideration of Resolution #2026-19 amending the Riverdale City budget for Fiscal Year 2026 (2025-2026)**

Councilor Richter asked about the changes with the UMA. Mr. Cardon said it shouldn't affect next year's budget.

Motion: Councilmember Arnold moved to approve Resolution #2026-19 amending the Riverdale City budget for Fiscal Year 2026 (2025-2026).

Second: Councilmember Richter

Councilor Richter	Yes
Councilor Hansen	Yes
Councilor Anderson	Yes
Councilor Arnold	Yes
Councilor Stevens	Yes

Motion passed unanimously.

14. Consideration of Resolution #2026-20 adopting the Riverdale City Budget for Fiscal Year 2027 (2026-2027)

Mr. Cardon went over the changes since the tentative budget.

Councilor Hansen asked why Community Development Director had a large increase (19%). Stacey Comeau explained this was based on the pay study.

Mayor Mitchell requested adding \$1,500 for an extra swim night and \$1,000 for fireworks.

Councilor Arnold said he was in favor of the suggested increases, but that he intended to vote against the budget in protest as he felt the city recorder should be paid a higher wage.

Councilor Hansen asked if there was a percentage that would make sense for the city recorder to have as an increase based on additional certifications received. Mr. Cardon felt that had already been addressed.

Councilor Stevens noted the conversation had become awkward as it's about a person by name and should be addressed in a different manner than an open council meeting.

Councilor Hansen noted sometimes it's worth looking at changing someone's job title if it's warranted.

Motion: Councilmember Hansen moved to approve Resolution #2026-20 adopting the Riverdale City Budget for Fiscal Year 2027 (2026-2027) with the inclusion of an additional \$1500 for swim nights and \$1000 for fireworks.

Second: Councilmember Richter

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

Motion passed with four in favor and one opposed.

15. Consideration of Resolution #2026-21 to approve the Fiscal year 2027 Consolidated Fee Schedule

Motion: Councilmember Arnold moved to approve Resolution #2026-21 to approve the Fiscal year 2027 Consolidated Fee Schedule

Second: Councilmember Anderson

Councilor Arnold	Yes
Councilor Stevens	Yes
Councilor Richter	Yes
Councilor Anderson	Yes
Councilor Hansen	Yes

The motion passed unanimously.

16. Consideration of Resolution #2026-22 authorizing the continuation of the pick-up contribution for public safety and firefighter Tier II employee retirement contributions to the Utah Retirement System and a contribution to a 401k for non-public safety/firefighter Tier II participants.

Mr. Cardon explained this has been done historically. Chief Warren emphasized the importance of the pick-up contribution for recruitment and retention.

Motion: Councilmember Arnold moved to approve Resolution #2026-22 authorizing the continuation of the pick-up contribution for public safety and firefighter Tier II employee retirement contributions to the Utah Retirement System and a contribution to a 401k for non-public safety/firefighter Tier II participants.

Second: Councilmember Anderson

Councilor Hansen said it's a great thing for employees and that Riverdale should do it as long as it can be done in the budget. Councilor Richter mentioned there is a disconnect between the wages, benefits, etc. and the budget of the city. The models being used may not be sustainable. Councilor Anderson agreed, but Riverdale's situation, especially with public safety, is completely different from any other community. Having a strong police force is a good thing and this benefit helps keep them here.

Councilor Anderson	Yes
Councilor Hansen	Yes
Councilor Stevens	Yes
Councilor Richter	No
Councilor Arnold	Yes

Motion passed with four in favor and one opposed.

17. Consideration of Resolution #2026-23 approving a contract for City Administrator

Mr. Brooks submitted the contract in the packet as discussed at the last meeting. Councilor Hansen proposed several amendments to the contract. Steve Brooks expressed concerns regarding the timing and potential conflicts of interest. Councilor Arnold felt her knowledge and expertise as an educated councilmember was valuable. He did think more time and possible outside council was worth considering to have a contract that everyone is comfortable with.

Councilor Richter was supportive and felt it was wise and prudent to do it right. Councilor Anderson agreed as long as it is addressed appropriately and quickly.

Motion: Councilmember Arnold moved to table resolution 2026-23 to have an outside counsel review the contract and to give Mr. Brooks and City Council time to have more input. Contract to be reviewed by outside counsel. Outside attorney to be agreed upon by council and Mr. Brooks and approved by the Mayor.

Second: Councilmember Anderson

Discussion: Councilor Hansen felt the mayor should choose the attorney. Mr. Brooks and Councilor Hansen will discuss the contract, including the severance clause.

Amended motion: Councilmember Arnold moved to table Resolution #2026-23 to allow time for Mr. Brooks and Councilor Hansen to discuss and come to an agreement before bringing back to Council.

Second Councilor Anderson agreed to the amendment.

Councilor Richter	Yes
Councilor Arnold	Yes
Councilor Hansen	Yes
Councilor Stevens	Yes
Councilor Anderson	Yes

Motion passed unanimously, tabled.

18. Discussion and consideration of Resolution #2026-25 adopting an updated city logo

Mr. Cooper presented a refreshed logo designed for modern digital use. Councilor Hansen requested the "R" shape of the river be straightened at the bottom. Councilor Arnold said he likes the new logo, especially incorporating "Utah" into the logo. Mayor Mitchell agreed. Councilor Richter was also supportive of the change.

Councilor Stevens said he doesn't like change and thought the current logo was perfectly fine.

Motion: Councilmember Arnold moved to approve Resolution #2026-25 adopting an updated city logo with councilor Hansen's suggestion to remove the bend in the river.

Second: Councilmember Anderson

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

Motion passed with four in favor and one opposed.

Upcoming Events

Comments

City Council

Councilor Anderson commended Cody Cardon for his work on the complex budget

City Staff

Shawn Douglas reported that May water usage was reduced by 18%, just shy of the 20% goal. Chief Warren thanked the council for their support through the budget process

Mayor

Adjournment

Having no further business to discuss, Councilmember Arnold moved to adjourn the meeting. Councilmember Richter seconded the motion. The meeting was adjourned at 8:32 p.m.

Date Approved:

Monthly Financial Report

Riverdale City and Redevelopment Agency

Report as of May 31, 2026

	Amount of Money on Hand			For the Month Reported		For the Fiscal Year To Date		
	Savings	Checking	Cash Drawers	Revenues	Expenditures	Revenues	Expenditures	Difference
General Fund	\$ 9,088,344	\$ 1,049,827	\$ 1,515	\$ 1,360,113	\$ 1,152,325	\$ 14,448,892	\$ 11,462,866	\$ 2,986,026
						Net of Class C Road Funds:		2,957,436
						Net of Local Option Sales Tax Highway/Transportation Funds:		2,445,879
Redevelopment Agency, RDA	9,687,797			56,605	14,226	1,034,990	526,905	508,085
Capital Projects Fund	16,991,499			54,689	18,783	618,103	118,670	499,433
Water Fund	6,974,637			184,242	86,411	2,362,329	1,836,175	526,154
Sewer Fund	4,493,831			142,499	33,818	1,539,910	1,055,392	484,518
Storm Water Fund	983,472			35,654	23,070	400,537	844,813	(444,276)
Garbage Fund	412,489			49,476	91,206	532,223	456,615	75,608
Motor Pool Fund	3,409,118			55,254	27,739	965,448	708,866	256,582
Information Technology Fund	84,576			18,229	28,972	200,152	289,877	(89,725)
Total	\$ 52,125,763	\$ 1,049,827	\$ 1,515	\$ 1,956,761	\$ 1,476,550	\$ 22,102,584	\$ 17,300,179	\$ 4,802,405

Cody Cardon
Business Administrator

Notes:

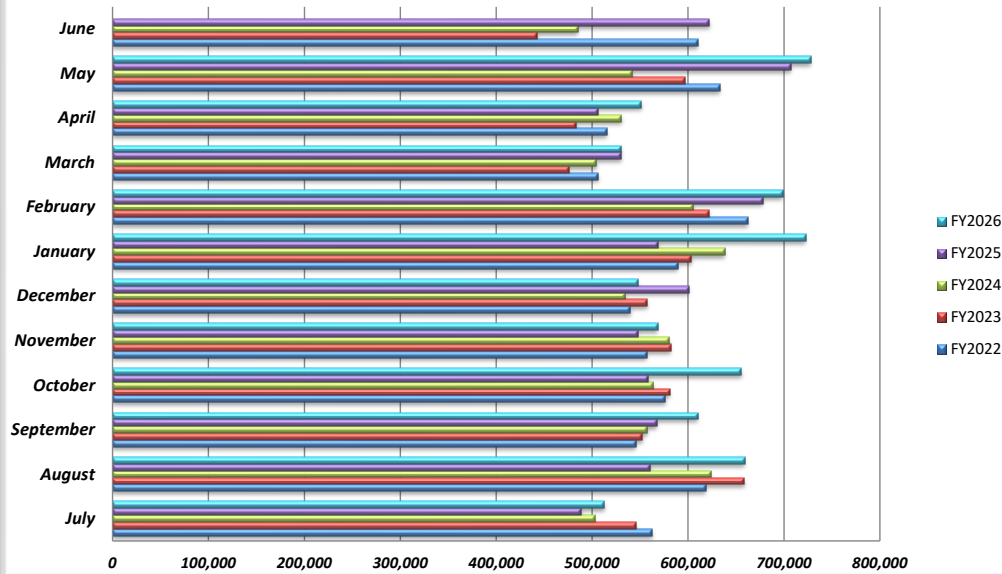
- 1) Savings are held in:
 - a) PTIF (Public Treasurer's Investment Fund), the most recent yield was 3.86%.
- 2) Checking consists of one account at Wells Fargo Bank: Accounts Payable
- 3) Cash Drawers are located at the Civic Center (\$600), Comm. Ctr.(\$300), Senior's (\$115), and Police (\$500).
- 4) Receipts for sales tax, property tax, road tax and liquor tax are deposited directly into the PTIF account by the paying agency of the State of Utah or Weber County.
- 5) Other receipts are handled through the counter cash drawers mentioned above.
- 6) All disbursements are paid through the checking accounts at Wells Fargo Bank except petty cash items.
- 7) Cash flow and all account balances are monitored daily, savings are transferred from the PTIF to the checking account to cover disbursements as necessary.
- 8) Check disbursements are normally made weekly through the accounts payable system.
- 9) A check register report is available for detailed review of each disbursement made by city and RDA funds.
- 10) Our independent auditors include their review of these accounts in their annual audit report.

Monthly Financial Report
Riverdale City Redevelopment Agency
Report as of May 31, 2026

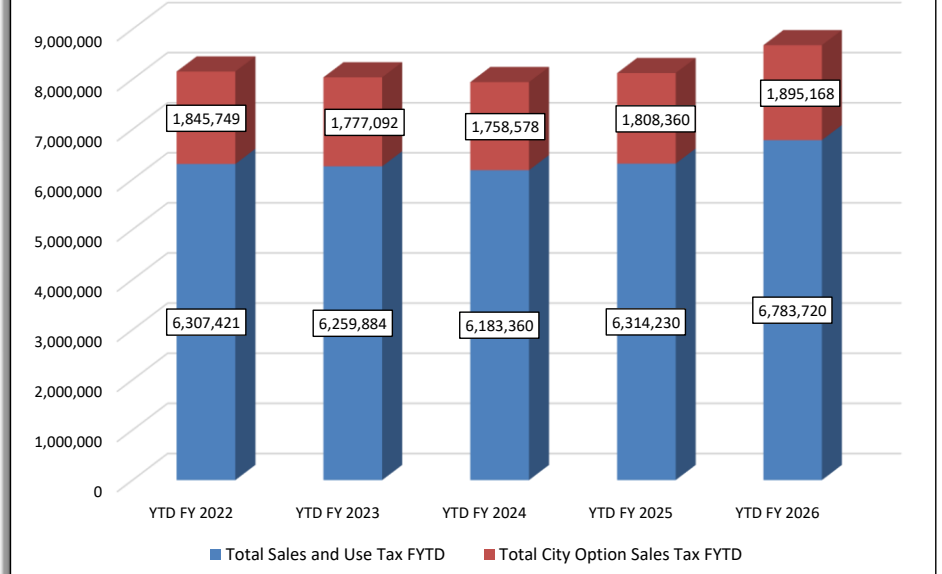
	<u>Amount of Money on Hand</u>			<u>For the Month Reported</u>		<u>For the Fiscal Year To Date</u>		
	<u>Savings</u>	<u>Checking</u>	<u>Cash Drawers</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Difference</u>
RDA General Fund	\$ 929,472			\$ 18,982	\$ 448	\$ 204,593	\$ 72,003	\$ 132,590
Riverdale Road RDA Fund	232,488			-	-	-	-	-
1050 West RDA Fund	-			-	-	-	-	-
550 West RDA Fund	278,512			-	-	-	260,000	(260,000)
West Bench RDA Fund	4,466,184			3,200	-	447,962	-	447,962
Statutory Housing RDA Fund	732,450			2,355	-	26,473	-	26,473
Housing RDA Fund	1,026,345			3,340	-	38,296	354	37,942
Senior Facility Fund	2,022,346			28,728	13,778	317,666	194,548	123,118
Total	\$ 9,687,797	\$ -	\$ -	\$ 56,605	\$ 14,226	\$ 1,034,990	\$ 526,905	\$ 508,085

RIVERDALE CITY SALES TAX REPORT AS OF MAY 31, 2026

Sales and Use Tax



Total Combined Sales Tax FYTD



Sales and Use Tax

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
	Sales Tax	Sales Tax	Sales Tax	Sales Tax	Sales Tax	Sales Tax	Sales Tax	Sales Tax	Sales Tax	Sales Tax	Sales Tax	Sales Tax	Sales Tax
FY2022	562,750	618,576	545,650	576,179	557,122	539,973	589,568	662,411	506,447	515,347	633,398	610,286	6,917,707
FY2023	546,359	658,981	552,172	581,251	581,883	557,867	603,551	622,245	475,653	483,502	596,420	443,009	6,702,893
FY2024	502,647	624,034	557,432	563,645	580,249	534,790	638,309	605,118	504,297	530,683	542,156	484,937	6,668,297
FY2025	488,476	560,609	567,621	558,194	547,679	600,934	569,197	678,158	530,117	506,108	707,137	622,425	6,936,655
FY2026	512,613	658,996	609,965	655,434	568,493	547,716	722,624	698,660	530,087	551,379	727,753		6,783,720

Total Sales and Use Tax FYTD

YTD FY 2022	YTD FY 2023	YTD FY 2024	YTD FY 2025	YTD FY 2026
6,307,421	6,259,884	6,183,360	6,314,230	6,783,720

City Option Sales Tax

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
	City Option	City Option	City Option	City Option	City Option	City Option	City Option	City Option	City Option	City Option	City Option	City Option	City Option
FY2022	169,084	180,716	162,925	167,097	161,347	161,238	174,113	191,158	146,608	148,008	183,455	167,253	2,013,002
FY2023	159,872	189,910	159,858	164,383	164,801	160,162	173,106	174,375	130,294	134,345	165,986	152,899	1,929,991
FY2024	165,949	174,194	160,265	158,749	161,535	151,040	178,930	173,579	138,425	147,134	148,778	136,250	1,894,828
FY2025	161,419	156,297	161,097	156,751	149,742	171,157	163,704	192,870	148,183	141,508	205,632	170,255	1,978,615
FY2026	166,600	182,075	174,583	185,548	156,176	146,319	202,294	188,046	141,810	147,203	204,514		1,895,168

Total City Option Sales Tax FYTD

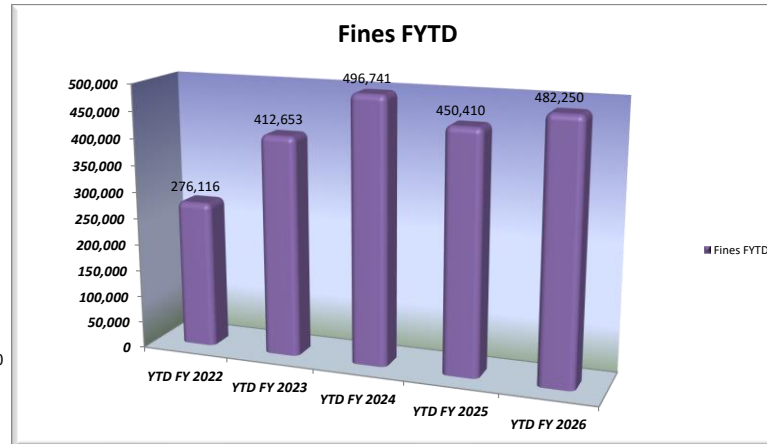
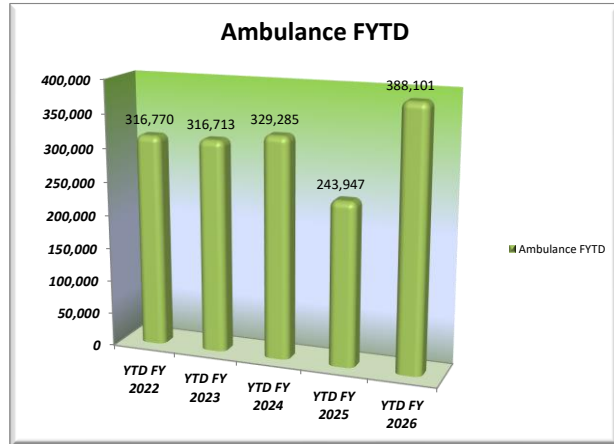
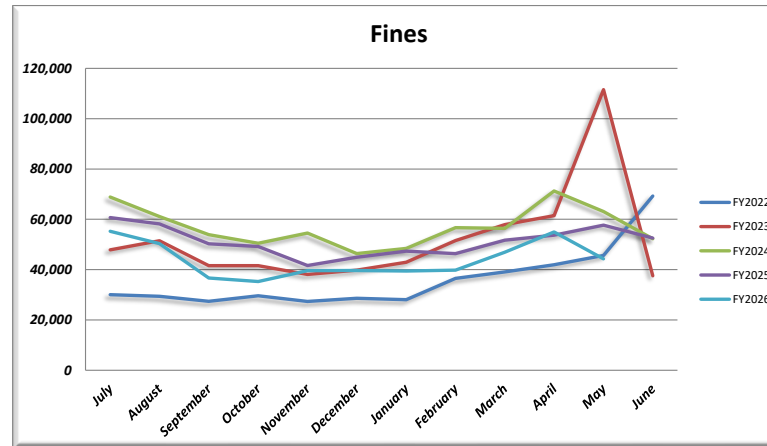
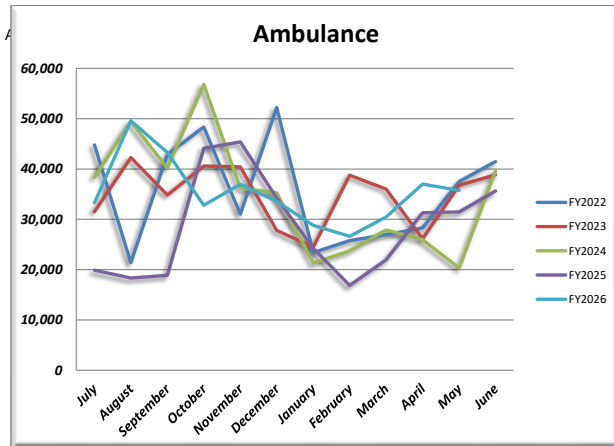
YTD FY 2022	YTD FY 2023	YTD FY 2024	YTD FY 2025	YTD FY 2026
1,845,749	1,777,092	1,758,578	1,808,360	1,895,168

Total Combined Sales Tax

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
	Combined	Combined	Combined	Combined	Combined	Combined	Combined	Combined	Combined	Combined	Combined	Combined	Combined
FY2022	731,834	799,292	708,575	743,276	718,469	701,211	763,681	853,569	653,055	663,355	816,853	777,539	8,930,709
FY2023	706,231	848,891	712,030	745,634	746,684	718,029	776,657	796,620	605,947	617,847	762,406	595,908	8,632,884
FY2024	668,596	798,228	717,697	722,394	741,784	685,830	817,239	778,697	642,722	677,817	690,934	621,187	8,563,125
FY2025	649,895	716,906	728,718	714,945	697,421	772,091	732,901	871,028	678,300	647,616	912,769	792,680	8,915,270
FY2026	679,213	841,071	784,548	840,982	724,669	694,035	924,918	886,706	671,897	698,582	932,267		8,678,888

Total Combined Sales Tax FYTD

YTD FY 2022	YTD FY 2023	YTD FY 2024	YTD FY 2025	YTD FY 2026
8,153,170	8,036,976	7,941,938	8,122,590	8,678,888



Ambulance	July	August	September	October	November	December	January	February	March	April	May	June	Totals
FY2022	44,807	21,386	42,859	48,360	31,009	52,226	23,392	25,769	26,962	28,296	37,506	41,489	424,061
FY2023	31,524	42,281	34,827	40,608	40,407	27,813	24,471	38,766	36,016	26,144	36,775	38,864	418,496
FY2024	38,326	49,479	40,171	56,814	36,221	35,306	21,331	23,750	27,887	25,962	20,336	39,669	415,252
FY2025	19,896	18,321	18,880	44,129	45,391	34,241	24,231	16,872	21,986	31,317	31,495	35,652	342,411
FY2026	33,295	49,593	43,253	32,785	36,961	33,581	28,796	26,619	30,491	36,987	35,740		388,101

Ambulance FYTD	YTD FY 2022	YTD FY 2023	YTD FY 2024	YTD FY 2025	YTD FY 2026
	316,770	316,713	329,285	243,947	388,101

Fines	July	August	September	October	November	December	January	February	March	April	May	June	Totals
FY2022	30,031	29,400	27,392	29,644	27,355	28,627	28,050	36,499	39,118	41,966	45,678	69,265	433,025
FY2023	47,856	51,458	41,590	41,554	38,086	39,774	42,930	51,535	57,870	61,450	111,553	37,538	623,194
FY2024	68,876	61,111	53,878	50,459	54,523	46,380	48,439	56,674	56,401	71,274	63,106	52,243	683,364
FY2025	60,699	58,170	50,310	49,228	41,635	44,930	47,384	46,325	51,729	53,663	57,708	52,579	614,360
FY2026	55,248	50,351	36,700	35,276	39,565	39,666	39,478	39,812	46,894	54,977	44,283		482,250

Fines FYTD	YTD FY 2022	YTD FY 2023	YTD FY 2024	YTD FY 2025	YTD FY 2026
	276,116	412,653	496,741	450,410	482,250

RIVERDALE CITY CORP.
FUND SUMMARY
FOR THE 11 MONTHS ENDING MAY 31, 2026

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL FUND REVENUE</u>					
TAX REVENUE	1,013,637.51	11,078,107.51	10,857,880.00	(220,227.51)	102.0
LICENSES AND PERMITS	34,573.42	514,588.74	360,000.00	(154,588.74)	142.9
INTERGOVERNMENTAL REVENUE	183,082.20	1,397,376.86	2,104,100.00	706,723.14	66.4
CHARGES FOR SERVICES	55,619.83	628,251.50	616,500.00	(11,751.50)	101.9
FINES AND FORFEITURES	44,282.79	482,250.41	600,000.00	117,749.59	80.4
MISCELLANEOUS REVENUE	28,917.46	348,317.47	4,778,567.00	4,430,249.53	7.3
TOTAL FUND REVENUE	1,360,113.21	14,448,892.49	19,317,047.00	4,868,154.51	74.8
<u>RDA GENERAL FUND REVENUE</u>					
SOURCE 36	18,981.54	204,592.74	220,000.00	15,407.26	93.0
RDA REVENUE	.00	.00	76,550.00	76,550.00	.0
TOTAL FUND REVENUE	18,981.54	204,592.74	296,550.00	91,957.26	69.0
<u>RIVERDALE ROAD RDA FUND REVENUE</u>					
MISCELLANEOUS REVENUE	.00	.00	240,000.00	240,000.00	.0
TOTAL FUND REVENUE	.00	.00	240,000.00	240,000.00	.0
<u>550 WEST RDA FUND REVENUE</u>					
MISCELLANEOUS REVENUE	.00	.00	547,500.00	547,500.00	.0
TOTAL FUND REVENUE	.00	.00	547,500.00	547,500.00	.0
<u>WEST BENCH RDA FUND REVENUE</u>					
TAX REVENUE	3,200.13	446,774.47	250,000.00	(196,774.47)	178.7
MISCELLANEOUS REVENUE	.00	1,187.13	.00	(1,187.13)	.0
TOTAL FUND REVENUE	3,200.13	447,961.60	250,000.00	(197,961.60)	179.2
<u>WEST BENCH CRA FUND REVENUE</u>					
MISCELLANEOUS REVENUE	.00	.00	100,000.00	100,000.00	.0
TOTAL FUND REVENUE	.00	.00	100,000.00	100,000.00	.0

RIVERDALE CITY CORP.
FUND SUMMARY
FOR THE 11 MONTHS ENDING MAY 31, 2026

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STATUTORY HOUSING FUND REVENUE</u>					
MISCELLANEOUS REVENUE	2,354.89	26,472.57	28,000.00	1,527.43	94.5
TOTAL FUND REVENUE	2,354.89	26,472.57	28,000.00	1,527.43	94.5
<u>HOUSING RDA FUND REVENUE</u>					
MISCELLANEOUS REVENUE	3,340.03	38,296.09	75,000.00	36,703.91	51.1
TOTAL FUND REVENUE	3,340.03	38,296.09	75,000.00	36,703.91	51.1
<u>SENIOR FACILITY RDA FUND REVENUE</u>					
CHARGES FOR SERVICES	22,253.00	245,834.09	250,000.00	4,165.91	98.3
MISCELLANEOUS REVENUE	6,474.76	71,832.09	731,000.00	659,167.91	9.8
TOTAL FUND REVENUE	28,727.76	317,666.18	981,000.00	663,333.82	32.4
<u>CAPITAL PROJECTS FUND REVENUE</u>					
CAPITAL PROJECTS REVENUE	54,689.45	618,103.42	3,215,600.00	2,597,496.58	19.2
TOTAL FUND REVENUE	54,689.45	618,103.42	3,215,600.00	2,597,496.58	19.2
<u>WATER FUND REVENUE</u>					
WATER - INTEREST REVENUE	22,208.67	249,725.94	250,000.00	274.06	99.9
WATER REVENUE	162,033.25	2,112,602.93	1,795,000.00	(317,602.93)	117.7
TOTAL FUND REVENUE	184,241.92	2,362,328.87	2,045,000.00	(317,328.87)	115.5
<u>SEWER FUND REVENUE</u>					
SEWER REVENUE	142,499.24	1,539,909.69	1,415,000.00	(124,909.69)	108.8
TOTAL FUND REVENUE	142,499.24	1,539,909.69	1,415,000.00	(124,909.69)	108.8
<u>STORM WATER FUND REVENUE</u>					
STORM WATER REVENUE	35,653.87	400,536.75	410,000.00	9,463.25	97.7
TOTAL FUND REVENUE	35,653.87	400,536.75	410,000.00	9,463.25	97.7

RIVERDALE CITY CORP.
FUND SUMMARY
FOR THE 11 MONTHS ENDING MAY 31, 2026

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GARBAGE FUND REVENUE</u>					
GARBAGE REVENUE	49,476.33	532,222.66	599,875.00	67,652.34	88.7
TOTAL FUND REVENUE	49,476.33	532,222.66	599,875.00	67,652.34	88.7
<u>MOTOR POOL FUND REVENUE</u>					
MOTOR POOL REVENUE	55,253.84	965,448.30	1,008,208.00	42,759.70	95.8
TOTAL FUND REVENUE	55,253.84	965,448.30	1,008,208.00	42,759.70	95.8
<u>INFORMATION TECH. FUND REVENUE</u>					
IT REVENUE	18,228.94	200,151.89	219,788.00	19,636.11	91.1
IT - OTHER SOURCES	.00	.00	31,712.00	31,712.00	.0
TOTAL FUND REVENUE	18,228.94	200,151.89	251,500.00	51,348.11	79.6

RIVERDALE CITY CORP.
FUND SUMMARY
FOR THE 11 MONTHS ENDING MAY 31, 2026

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL FUND EXPENDITURES</u>					
MAYOR/COUNCIL	8,969.18	150,264.68	200,035.00	49,770.32	75.1
LEGAL	52,126.42	575,359.21	678,483.00	103,123.79	84.8
CITY ADMINISTRATION	22,641.96	278,597.53	309,832.00	31,234.47	89.9
BUSINESS ADMINISTRATION	68,967.48	848,894.42	915,841.00	66,946.58	92.7
BUILDING	19,550.50	231,673.58	352,992.00	121,318.42	65.6
NON DEPARTMENTAL	8,333.00	91,663.00	2,756,853.00	2,665,190.00	3.3
POLICE	369,937.79	4,277,887.90	4,830,338.00	552,450.10	88.6
FIRE	239,626.63	2,450,042.79	2,720,065.00	270,022.21	90.1
COMMUNITY DEVELOPMENT	17,839.71	261,516.56	314,323.00	52,806.44	83.2
STREETS	229,548.53	972,044.25	4,668,690.00	3,696,645.75	20.8
PARKS	53,206.39	569,491.34	723,330.00	153,838.66	78.7
COMMUNITY SERVICES	61,577.28	755,430.82	846,265.00	90,834.18	89.3
TOTAL FUND EXPENDITURES	1,152,324.87	11,462,866.08	19,317,047.00	7,854,180.92	59.3
<u>RDA GENERAL FUND EXPENDITURES</u>					
RDA EXPENSES	448.00	72,003.44	296,550.00	224,546.56	24.3
TOTAL FUND EXPENDITURES	448.00	72,003.44	296,550.00	224,546.56	24.3
<u>RIVERDALE ROAD RDA FUND EXPENDITURES</u>					
EXPENDITURES	.00	.00	240,000.00	240,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	240,000.00	240,000.00	.0
<u>550 WEST RDA FUND EXPENDITURES</u>					
EXPENDITURES	.00	260,000.00	547,500.00	287,500.00	47.5
TOTAL FUND EXPENDITURES	.00	260,000.00	547,500.00	287,500.00	47.5
<u>WEST BENCH RDA FUND EXPENDITURES</u>					
EXPENDITURES	.00	.00	250,000.00	250,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	250,000.00	250,000.00	.0
<u>WEST BENCH CRA FUND EXPENDITURES</u>					
EXPENDITURES	.00	.00	100,000.00	100,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	100,000.00	100,000.00	.0

RIVERDALE CITY CORP.
FUND SUMMARY
FOR THE 11 MONTHS ENDING MAY 31, 2026

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STATUTORY HOUSING FUND EXPENDITURES</u>					
EXPENDITURES	.00	.00	28,000.00	28,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	28,000.00	28,000.00	.0
<u>HOUSING RDA FUND EXPENDITURES</u>					
EXPENDITURES	.00	354.16	75,000.00	74,645.84	.5
TOTAL FUND EXPENDITURES	.00	354.16	75,000.00	74,645.84	.5
<u>SENIOR FACILITY RDA FUND EXPENDITURES</u>					
EXPENDITURES	13,778.29	194,547.52	981,000.00	786,452.48	19.8
TOTAL FUND EXPENDITURES	13,778.29	194,547.52	981,000.00	786,452.48	19.8
<u>CAPITAL PROJECTS FUND EXPENDITURES</u>					
CAPITAL PROJECTS EXPENDITURES	18,783.25	118,679.85	3,215,600.00	3,096,920.15	3.7
TOTAL FUND EXPENDITURES	18,783.25	118,679.85	3,215,600.00	3,096,920.15	3.7
<u>WATER FUND EXPENDITURES</u>					
WATER EXPENSES	86,410.75	1,836,175.33	2,045,000.00	208,824.67	89.8
TOTAL FUND EXPENDITURES	86,410.75	1,836,175.33	2,045,000.00	208,824.67	89.8
<u>SEWER FUND EXPENDITURES</u>					
SEWER EXPENSES	33,817.89	1,055,391.60	1,415,000.00	359,608.40	74.6
TOTAL FUND EXPENDITURES	33,817.89	1,055,391.60	1,415,000.00	359,608.40	74.6
<u>STORM WATER FUND EXPENDITURES</u>					
STORM WATER EXPENSES	23,069.68	844,813.47	410,000.00	(434,813.47)	206.1
TOTAL FUND EXPENDITURES	23,069.68	844,813.47	410,000.00	(434,813.47)	206.1
<u>GARBAGE FUND EXPENDITURES</u>					
GARBAGE EXPENSES	91,206.39	456,614.62	599,875.00	143,260.38	76.1
TOTAL FUND EXPENDITURES	91,206.39	456,614.62	599,875.00	143,260.38	76.1

RIVERDALE CITY CORP.
FUND SUMMARY
FOR THE 11 MONTHS ENDING MAY 31, 2026

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MOTOR POOL FUND EXPENDITURES</u>					
MOTOR POOL EXPENSES	27,739.06	708,865.69	1,008,208.00	299,342.31	70.3
TOTAL FUND EXPENDITURES	27,739.06	708,865.69	1,008,208.00	299,342.31	70.3
<u>INFORMATION TECH. FUND EXPENDITURES</u>					
IT EXPENSES	28,971.71	289,877.45	251,500.00	(38,377.45)	115.3
TOTAL FUND EXPENDITURES	28,971.71	289,877.45	251,500.00	(38,377.45)	115.3

**RIVERDALE CITY
MONTHLY UTILITY REPORT
FOR MAYOR & CITY COUNCIL
JUNE 2026**

Water Fund

	Total Gallons Used (in thousands)	Total Billings	Total Customers Billed	Average Gallons used Per Customer (in thousands)	Average Bill Per Customer
Residential	44,861	\$ 135,141	2,235	20	\$ 60.47
Commercial	32,219	\$ 124,219	266	121	\$ 466.99

Sewer Fund

	Total Billings	Total Customers Billed	Average Bill Per Customer
Residential	\$ 69,618	2,199	\$ 31.66
Commercial	\$ 56,335	234	\$ 240.75

Storm Water Fund

	Total Billings	Total Customers Billed	Average Bill Per Customer
Residential	\$ 8,517	2,210	\$ 3.85
Commercial	\$ 24,034	210	\$ 114.45

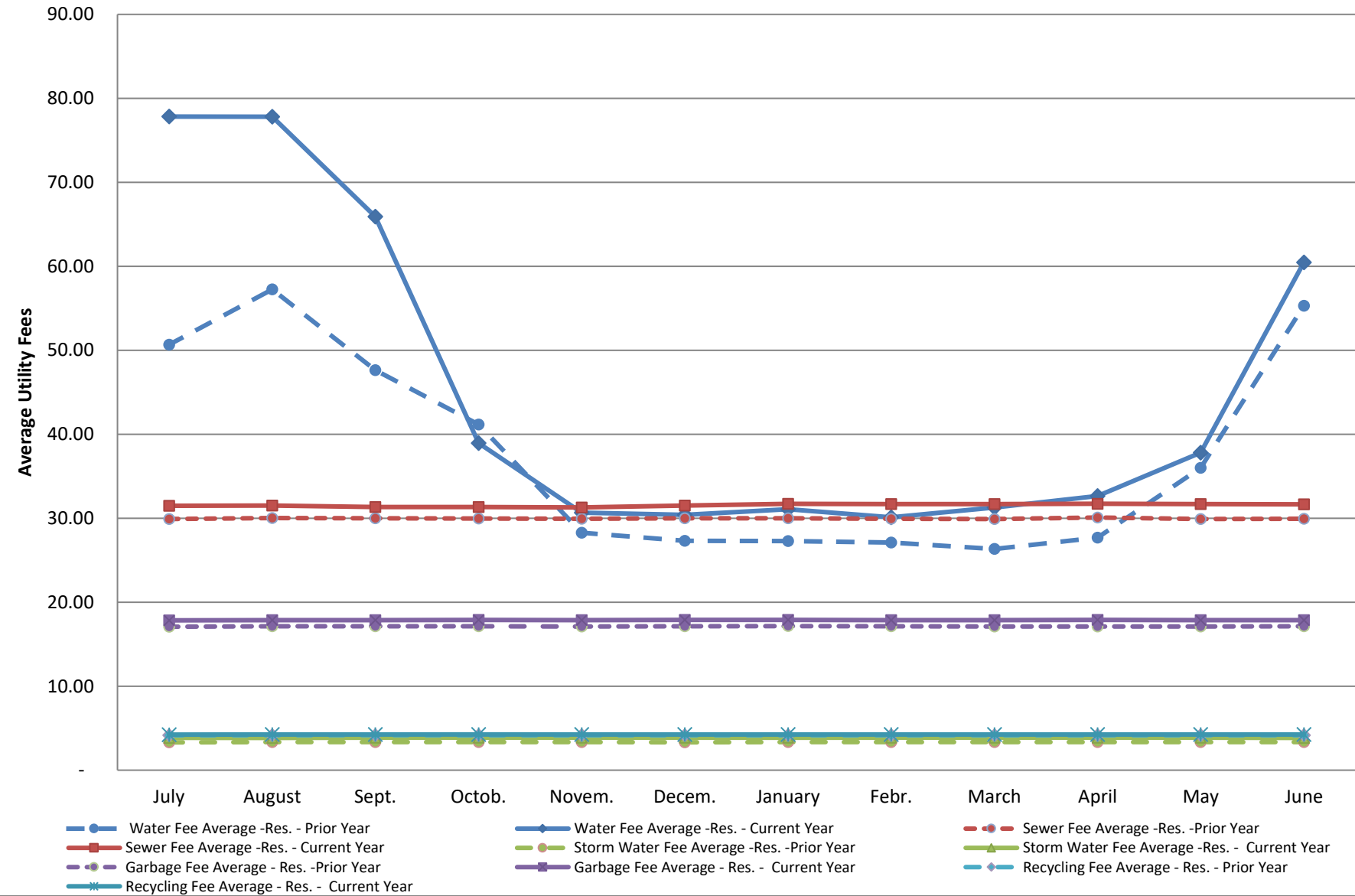
Garbage Fund

	Total Billings	Total Customers Billed	Average Bill Per Customer
Residential - Garbage	\$ 38,815	2,173	\$ 17.86 *
Residential - Recycling	\$ 7,847	1,849	\$ 4.24
Commercial - Garbage	\$ 28	2	\$ 13.97 *
Commercial - Recycling	\$ 20	2	\$ 10.13

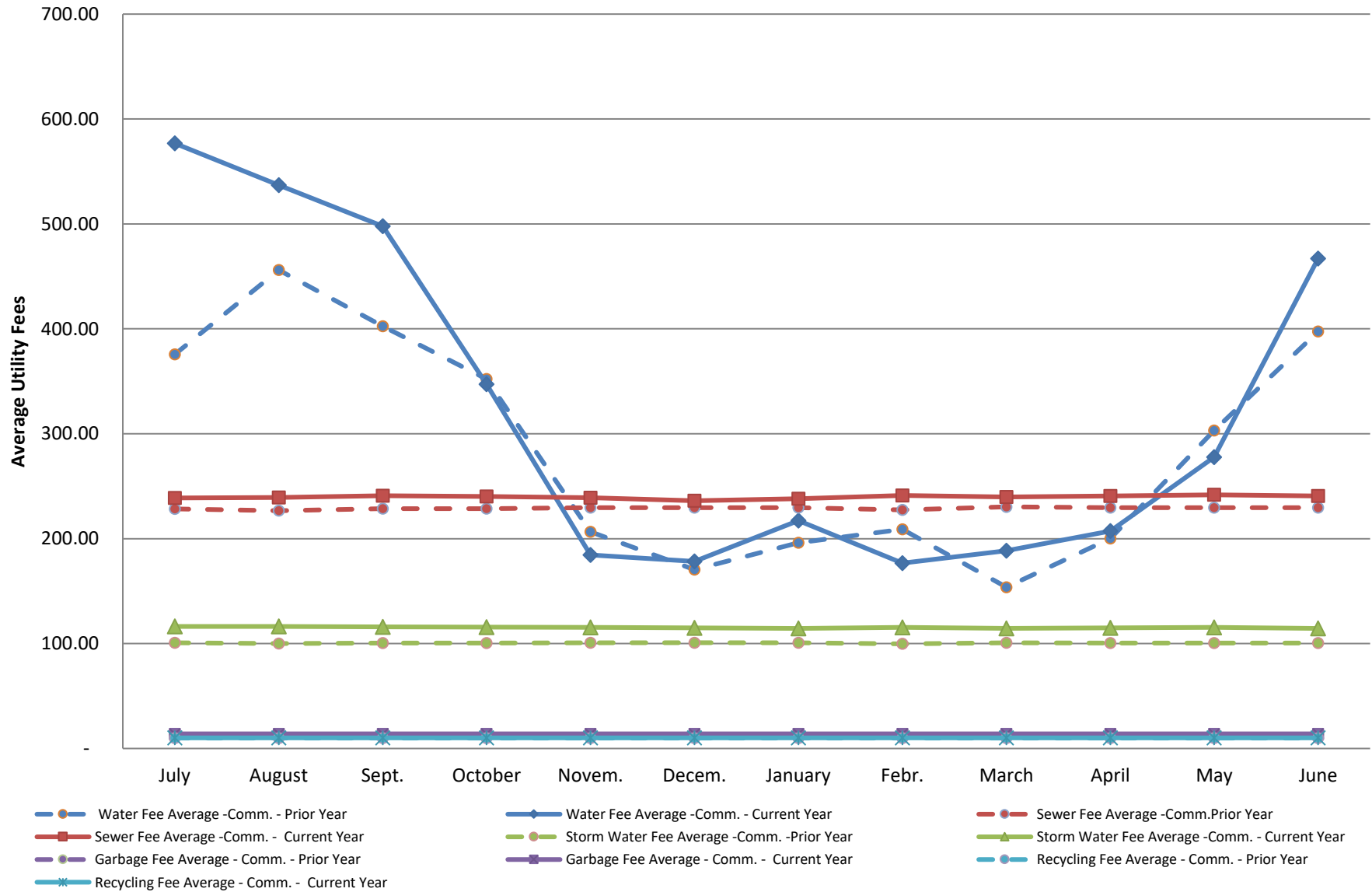
* Some garbage utility customers have more than one garbage can, this is an average of all customers.

Residential Average User Fees

Fiscal Year 2025 & 2026



Commercial Average User Fees Fiscal Year 2025 & 2026



Business Administration:

Cody Cardon:

- Routine phone & computer problem resolution throughout the city.
- Routine management issues and resolution.
- Various meetings and training courses attended.
- Working on monthly Accounting.
- Various IT projects.
- West Bench RDA.
- Various meetings and analysis of RDAs.
- July's Newsletter with Angel.
- Fire Department Meetings.
- Working on and adoption of FY2027 budget and Final Budget Meeting.

Stacey Comeau:

New Hires:	Cole Davis	Community Services
	Brison Davies	Community Services
	Leah Seawright	Community Services
	Will Hacker	Community Services

Promotions:

Terminations:	JR VanDyke	Fire
	Lesley Kolczak	Police
	Zander Gonzales	Community Services
	Granthony Wegelin	Community Services

- Random drug testing for the month
- Processed semimonthly payroll
- Balanced and prepared daily deposit of city funds
- Did background and credit checks on applicants for apartments
- Attended NUHRA board/training meetings
- Prepared safety incentive reports
- Responded to job inquiries
- Updated Staffing Authorization Plan
- Prepared Employee Recognition
- Completed monthly payroll reconciliation
- Conducted exit interview with terminating/retiring employees
- Prepared ACH files for Rent, RDA, and Early Retiree payments
- Notarized various documents
- Responded to requests for RDA loan payoff and verification of employment, both verbally and in writing
- Prepared RDA loan disbursements
- Responded to inquiries on Purchase Assistance Program and RDA Loan Program
- Worked with various personnel to resolve issues and concerns

Angel Mejia:

- Assisted staff with day-to-day technical support and troubleshooting.
- Updated and maintained content on the City website.
- Completed and distributed the monthly City newsletter.
- Created and published social media content for City events, projects, and public notices.

- Assisted with interpretation services for City Court.
- Reviewed and responded to reported phishing emails from staff.
- Worked with Revize to resolve bugs and issues on the City website.
- Helped with onboarding new hires in community development and fire department.

- Worked with the Community Center and Fire Chief to prepare Old Glory Days announcements and fire restriction information.
- Assisted on restoring the camera and door access system at the North Trailhead.
- Helped residents set up their My360 water portal accounts.



Community Development Department:

- Code Review and list of revisions
 - Draft Code Revisions – Title 10
 - Work group with PC and Consultant
- Development Review/Processing:
 - Fieldstone Homes
 - Alpine Homes
 - Sign Approvals
 - Zoning Confirmation Requests
 - Zone Text Amendment
- Meeting with property owners and developers to discuss project plans and concepts
 - AFCU Team/Dee Hansen
 - DRH/LHM
 - Bach Homes/StringTown Meetings
 - First Watch
 - Dave's Hot Chicken
 - Bank of America
 - Ruby River
 - Riverdale Flats Project
 - CarMax
 - New Townhomes
- 5600 South Project – CCT Meeting
- 4400 S Bridge Meetings
- Zoning Violation Review
- Fee Analysis
- Building Plan Review/Building Inspections
- Utah League of Cities and Towns
 - Legislative Policy Committee
 - Economic Development Advisory Committee
- RDA Project Area Audit



-
- West Bench RDA
 - Project Plan/Budget Amendment
 - West Bench CRA
 - 700 West
 - Department heads meetings attendance
 - City Council Prep
 - Building Permits Issued (30 days)
 - Re-Roof: 2
 - Demolition: 1
 - Tenant Finish: 1
 - Plumbing: 1
 - Basement Finish: 1
 - Mechanical/Electrical: 9
 - Sign: 3
 - Solar: 0
 - Remodel/Addition: 2
 - New Construction – Commercial: 2
 - New Construction – Residential: 4
 - Mobile/Manuf Home – 0
 - Fence: 1
 - Deck: 0
 - Pool: 0
 - Cell Tower: 0
 - Retaining Wall: 0
 - Building Inspections - 62
 - Planning Commission Prep
 - Floodplain Mitigation Training and Review
 - Geographical Information Systems training and work
 - DWCCC Sale (Peacock Ridge)
 - Business Retention and Expansion (BRE Program)
 - Introduction to local businesses
 - Walmart

Monthly report – June, 2026

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

- Resolutions/Ordinances work–
 - Work concerning – Fire open house, Park open, Employ contract, Fire annex, Water, Newsletter, DHHS Contract, Nuisances, Budget, Roundabout, LWCF, RDA, Panhandling, DRC, Fireworks, Bonds, Ruby River, Special events, Property taxes, Audits, Goldcrest, Code enforcement, land use, Emergency management,
- Legal research/review –
- Legal Department meetings/work –
- Planning commission review/ordin/mtgs/minutes
- Walk-ins/Police reviews/Court/Court screenings/Court filings
- Formal training attended-
- Legal reviews of minutes/resolutions/ordinances
- Records request reviews

COURT MONTHLY REPORT

338 Total traffic cases	2275 YTD (Jan. 1, 2026 to December 31, 2026)
7 DUI	218 Moving violations
0 Reckless/DUI red.	72 Non-moving violations
41 License violations	0 Parking

38 Total Misdemeanor cases	YTD (Jan. 1, 2026 to Dec. 31, 2026)
Assault 0 Ill. sale Alc.	0 Dom. animal
9 Theft 1 Other liq. viol.	0 Wildlife
0 FTA 8 Contr. subst vio	0 Parks/rec.
0 Public intox 0 Bad checks	1 Planning zon./Fire/Health

319 Total cases disposed of this month	3783 Total number of cases disposed of for the year (July 1, 2025 to June 30, 2026)
373 Total offenses this month	4928 Total offenses for year (July 1, 2025 to June 30, 2026)

Small Claims	Total number of cases for the year (Jan. 1, 2026 to Dec. 31, 2026) --	Filed=25	Settled/Dismissed=18
6 Cases filed	0 Trials		
3 Settled/dismissed	0 Default judgment		

# CITATIONS BY AGENCY	YTD (July 1, 2025 to June 30, 2026)
Riverdale City	153
UHP	156

REVENUE/MISC. YTD (July 1, 2025 to June 30, 2026)

Total Revenue collected	\$ 73,849.63	\$ 787,395.12
Revenue Retained	\$ 48,442.88	\$ 516,329.28
Warrant Revenue	\$ 26,333.65	\$ 313,196.08
Issued warrants	58	650
Recalled warrants	80	946

Community Services:

Attended staff meetings
Held departmental staff meeting
Created monthly issue of Riverdale Connections.
Covered for Miranda at the Senior Center
Coordinate Farmers Market
Attended City Council
Register for summer programs and Old Glory Days
Plan for Old Glory Days
Senior Center Partnerships



SENIOR CENTER

Monthly Report



FAVORITE PROGRAMS

Bingo
Fraud Prevention
Strong Bodies

Talk with a Cop
Massages
Mah Jong

1,694



MEALS SERVED

We served **129** meals on our busiest day

1,239

PEOPLE

attended our programs



600

HOURS

of volunteer service

Empower Yourself Self-Defense Class

Riverdale Senior Center
Thursday,
July 30, 2026
10AM - 12PM

Register at the front desk
or call 801-621-6086



Join us to learn how to avoid becoming a victim and empower yourself with hands-on experience. Learn self-defense techniques that will build your confidence.

How to respond to
an attack

Analyze your
surroundings

Recognize and
avoid risky
situations

De-escalate
conflicts

Learn to hit, kick
and block

Utah State University is an affirmative action/equal opportunity institution and is committed to a learning and working environment free from discrimination, including harassment. The U26's non-discrimination notice can be found at <https://www.usu.edu/non-discrimination>

U STATE Extension
Utah State University

SENIOR SPOTLIGHT: DAVE MANGEL

Dave has been a volunteer for the last 2 years. He picks up donations twice a week. Dave enjoys meeting new friends and spending time at the Senior Center. He likes to collect coins and piggy banks. Dave & his wife had 8 kids, 24 grandkids, and 26 great grandkids. He spent 40 years as a Realtor in Davis & Weber Counties.



June 2026

COMMUNITY CENTER



Monthly Report



MONTHLY ATTENDANCE

792



PEOPLE



514

PEOPLE

attended our programs

RESERVATIONS



74

this month

Includes 15 meeting room and 59 park pavilion reservations

A FEW PROGRAMS OFFERED

- **SOFTBALL**
- **BASEBALL**
- **TBALL**
- **SUMMER FUN**
- **VOLLEYBALL CAMP**
- **TRACK**
- **PICKLEBALL**



WE HAD 118 KIDS SIGN UP FOR SUMMER FUN AND TRACK. THESE PROGRAMS ARE HELD AT RIVERDALE PARK IN THE MORNINGS. THEY ARE LONG STANDING SUMMER TRADITIONS.

May 2026

Employee Recognition – July 2026 Anniversaries

Years	Employee	Department
23	Lynn Wright	Police
12	Steve Whetton	Fire
9	Ryne Schofield	Police
9	Travis Dahle	Public Works
9	Sherri Taylor-Brown	Community Services
7	Shalee Nay	Police
2	Cathy Dorius	Court
1	Justin Reese	Fire



Riverdale
City

Staffing Authorization Plan

As of Jun 30, 2026		
Department	FTE Authorization	FTE Actual
City Administration	2.00	2.00
Legal Services	4.50	3.50
Community Development	1.00	1.00
Building	1.50	1.50
Business Administration	5.50	5.50
Community Services	13.00	13.50
Public Works	11.00	11.00
Police	26.00	25.50
Fire	17.00	16.00
Total	81.50	79.50

Staffing Reconciliation - Authorized to Actual		
Department	FTE Variance	Explanation
City Admin	0.00	
Legal Services	(1.00)	City Administrator/City Attorney
Building	0.00	
Community Services	0.50	New Rec Specialist training
Business Administration	0.00	
Public Works	0.00	
Police	(0.50)	
Fire	(1.00)	
Totals	(2.00)	Staffing <u>under</u> authorization

Actual Full Time Employees

62.00

Actual Part Time Employees

36.00

Seasonal Employees

0.00

* 2 part time FTE can not be converted to 1 full time FTE

Riverdale City
Staffing Authorization Plan

Department: Elected - Mayor & Council

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>Election</u>	<u>Term of Office</u>	<u>Authorized</u>	<u>Actual</u>
	Mayor			1.00	
	Braden Mitchell	2015	2022-2025		1.00
					
	Councilor / Mayor Pro Tem			1.00	
	Alan Arnold	2015	2024-2027		1.00
					
	Councilor			4.00	
	Bart Stevens	2017	2022-2025		1.00
	Anne Hansen	2022	2022-2025		1.00
	Michael Richter	2024	2024-2027		1.00
	Kent Anderson	2026	2026-2029		1.00
					
	Total			6.00	6.00

Riverdale City Staffing Authorization Plan

Department: Planning Commission

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOA-City</u>	<u>Term Apptm't</u>	<u>Authorized</u>	<u>Actual</u>
	Chairman			1.00	
	Rikard Hermann	12/2018	01/2029		1.00
					
	Vice Chairman			1.00	
	Colleen Henstra	03/2024	01/2030		1.00
					
	Commissioner			5.00	
	Alan Bowthorpe	02/2025	01/2029		1.00
	Laura Hilton	08/2025	01/2028		1.00
	Jason Francis	08/2025	01/2028		1.00
	Cody Hansen	01/2026	01/2027		1.00
	Melissa Carey	01/2026	01/2027		1.00
					
	Total			7.00	7.00

Riverdale City Staffing Authorization Plan

Department: City Administration

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOH-City</u>	<u>DOH-Position</u>	<u>FTE Authorized</u>	<u>FTE Actual</u>
130/140	City Recorder Michelle Marigoni	6/17/2021	6/17/2021	1.00	1.00
					
125	City Administrator/City Attorney Steve Brooks	11/1/2004	2/1/2022	1.00	1.00
					
Total				2.00	2.00

Riverdale City Staffing Authorization Plan

Department: Legal Services

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOH-City</u>	<u>DOH-Position</u>	<u>FTE Authorized</u>	<u>FTE Actual</u>
1042	Court Clerk III Nicole Green	10/31/2021	10/31/2021	1.00	1.00
					
1040	Court Clerk II Sonja McCauley Cathrine Dorius	2/12/2024 7/15/2024	2/12/2024 7/15/2024	1.50	1.00 0.50
					
1070	Prosec. Attorney Teral Tree Letitia Toombs	1/30/2017 1/30/2017	1/30/2017 1/30/2017	0.50	0.25 0.25
					
XXX	Justice Court Judge Paul Olds	1/22/2020	1/22/2020	0.50	0.50
					
	Dept Head Cody Cardon			1.00	0.00
					
Total				4.50	3.50

Riverdale City
Staffing Authorization Plan

Department: Community Development

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOH-City</u>	<u>DOH-Position</u>	<u>FTE Authorized</u>	<u>FTE Actual</u>
345/380	Comm Dev Dir/RDA Deputy Director Brandon Cooper	3/4/2024	3/4/2024	1.00	1.00
					
Total				1.00	1.00

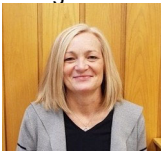
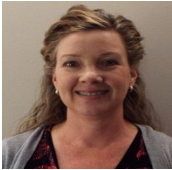
Riverdale City Staffing Authorization Plan

Department: Building

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOH-City</u>	<u>DOH-Position</u>	<u>FTE Authorized</u>	<u>FTE Actual</u>
325/310	Building Official Jeff Woody	11/30/2022	11/30/2022	1.00	1.00
					
315	Permit Technician/Administrative Assistant Laura Tilley	5/6/2026	5/6/2026	0.50	0.50
					
345/380	Comm Dev Dir/RDA Deputy Director Brandon Cooper	3/4/2024	3/4/2024	0.00	0.00
					
Total				1.50	1.50

Riverdale City Staffing Authorization Plan

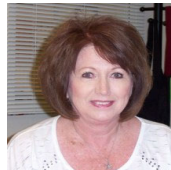
Department: Business Administration

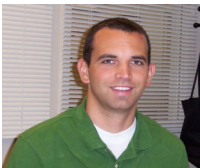
<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOH-City</u>	<u>DOH-Position</u>	<u>FTE Authorized</u>	<u>FTE Actual</u>
760	Civic Center Service Clerk Cami Jacobsen Amy Cummings	9/5/2017 10/21/2021	9/5/2017 10/21/2021	1.00	0.50 0.50
	 				
720/200	Acctg. Clerk Laurie Greenhalgh	5/16/2019	5/16/2019	0.50	0.50
					
730	Utility Billing Clerk Angie Pierce	4/18/2016	4/18/2016	1.00	1.00
					
875/920	IT/Digital Media Technician Angel Mejia-Muniz	1/13/2025	1/13/2025	1.00	1.00
					
195/145	HR Manager/Treasurer Stacey Comeau	1/31/2005	1/31/2005	1.00	1.00
					
165/780	Business Administrator Cody Cardon	1/8/2019	1/8/2019	1.00	1.00
					
Total				5.50	5.50

Riverdale City Staffing Authorization Plan

Department: Community Services

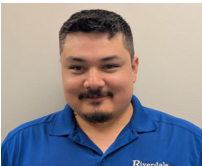
<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOH-City</u>	<u>DOH-Position</u>	<u>FTE Authorized</u>	<u>FTE Actual</u>
XXX	Rec Assistant			6.00	
	Jace Johnson	9/10/2025	9/10/2025		0.50
	Angel Alarcon	4/27/2026	4/27/2026		0.50
	Ethan LaFollette	11/4/2024	11/4/2024		0.50
	Paige Erickson	5/13/2026	5/13/2026		0.50
	Cole Davis	5/28/2026	5/28/2026		0.50
	Brison Davies	6/4/2026	6/4/2026		0.50
	Noah Bingam	12/30/2024	12/30/2024		0.50
	Will Hacker	6/29/2026	6/29/2026		0.50
	Taylie Allen	9/17/2025	9/17/2025		0.50
	Nevaeh Silva	8/20/2025	8/20/2025		0.50
	Evelyn Allen	8/21/2025	8/21/2025		0.50
	Corbin Rigby	1/26/2026	1/26/2026		0.50
	NO PHOTO SUBMITTED	NO PHOTO SUBMITTED	NO PHOTO SUBMITTED	NO PHOTO SUBMITTED	NO PHOTO SUBMITTED
NO PHOTO SUBMITTED	NO PHOTO SUBMITTED	NO PHOTO SUBMITTED	NO PHOTO SUBMITTED	NO PHOTO SUBMITTED	NO PHOTO SUBMITTED
XXX	Group Fitness Instructor			0.50	
	Sherilyn Taylor-Brown	7/27/2017	7/27/2017		0.50
					
1266	Comm Services Cust Service Clerk			2.50	
	Karen Dille	9/13/1999	9/13/1999		0.50
	Shari Casper	5/23/2022	5/23/2022		0.50
	Betty Wilson	9/2/2014	9/2/2014		0.50
	Macy Carter	4/9/2026	4/9/2026		0.50
	Maclane Loughton	8/19/2022	12/1/2025		0.50



1270	Rec Specialist			1.00	
	Baylee Cascaddan	8/31/2015	10/16/2021		0.50
	Jacob Kilts	11/18/2024	11/18/2024		0.50
	Leah Seawright	6/22/2026	6/22/2026		0.50
					
1570	Sr. Center Cook			0.50	
	Anissa Sterner	11/17/2022	11/17/2022		0.50
					
1424	Sr. Center Kitchen Aide			0.50	
	Julie Morse	5/1/2024	5/1/2024		0.50
					
225	Seniors Program Specialist			1.00	
	Miranda Rizzi	3/20/2014	7/1/2017		1.00
					
340	Comm Services Director			1.00	
	Rich Taylor	6/30/2014	6/30/2014		1.00
					
	Rounding				
	Total			13.00	13.50

Riverdale City Staffing Authorization Plan

Department: Public Works

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOH-City</u>	<u>DOH-Position</u>	<u>FTE Authorized</u>	<u>FTE Actual</u>
1230	Park Mtnc Specialist I			0.00	0.00
1235	Park Mtnc Specialist II Zachary Henstra	5/24/2022	6/16/2025	1.00	1.00
					
1240	Park Mtnc Specialist III Matthew Guymon John Flynn	9/1/2017 10/2/2018	1/16/2018 10/2/2018	2.00	1.00 1.00
					
2034	Assistant Public Works Director Norm Farrell	8/17/1998	12/20/2004	1.00	1.00
					
1900	Crew Leader Travis Gibson Abraham Torres	5/2/2011 5/9/2006	5/2/2011 4/16/2025	2.00	1.00 1.00
					
2105	Utility Mtnc Operator I Gage Bennett	3/2/2020	3/2/2020	1.00	1.00
					

2110	Utility Mtnc Operator II			0.00	0.00
2115	Utility Mtnc Operator III Dallas Nalder	3/2/2020	7/1/2022	1.00	1.00
					
2115/2030	PW Inspector/Operator III Travis Dahle	7/18/2017	7/18/2017	1.00	1.00
					
2105/2000	Utility Mtnc Operator I/Equipment Mtnc Spec Brandon Archuleta	9/16/2025	9/16/2025	1.00	1.00
					
2025	PW Director Shawn Douglas	5/20/1991	10/16/2011	1.00	1.00
					
Total				11.00	11.00

Riverdale City Staffing Authorization Plan

Department: Police

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOH-City</u>	<u>DOH-Position</u>	<u>FTE Authorized</u>	<u>FTE Actual</u>
XXX	School Crossing Guard			1.50	
	Kathy Doxey	8/10/2015	8/10/2015		0.50
	Open				0.00
	Brenda Green	8/1/2025	8/1/2025		0.50
					
330	Code Enforcement			0.50	
	Stephen May	8/8/2023	8/8/2023		0.50
					
1510	Animal Control			1.00	
	Kimberlee Winn	5/31/2020	5/31/2020		1.00
					
2335	Patrol Secretary/Receptionist			1.00	
	Casey Baur	11/30/2022	11/30/2022		1.00
					
2310	Administrative Executive Assistant			1.00	
	Shalee Nay	7/1/2019	6/1/2021		1.00
					

1749	Pol Officer			15.00
	Dustin Farnsworth	12/31/2023	12/31/2023	1.00
	Noah Shears	2/16/2023	2/16/2023	1.00
	Meg'n Cutler	5/31/2025	5/31/2025	1.00
	Matthew Phillips	6/16/2016	6/16/2016	1.00
	Kaleb Montez	8/21/2025	8/21/2025	1.00
	Robert Lovato	6/30/2016	6/30/2016	1.00
	Luigi Panunzio	5/26/2016	5/26/2016	1.00
	Landon Brenkman	10/16/2023	10/16/2023	1.00
	Jacob Stanger	6/30/2018	6/30/2018	1.00
	Benko	10/6/2021	10/6/2021	0.00
	Jeffrey Edminster	9/30/2021	9/30/2021	1.00
	Eddie List	11/16/2022	11/16/2022	1.00
	Christopher Morreale	12/1/2022	12/1/2022	1.00
	Nathen Zaugg	2/28/2023	2/28/2023	1.00
	Rory Powers	5/16/2023	5/16/2023	1.00
	Parker Ebert	12/16/2025	12/16/2025	1.00



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



1745	Asst. Police Chief			1.00	
	Derek Engstrom	11/16/2010	6/1/2025		1.00



1740	Police Chief			1.00	
	Casey Warren	4/16/2004	9/1/2023		1.00



	Total			26.00	25.50
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Riverdale City
Staffing Authorization Plan

Department: Fire

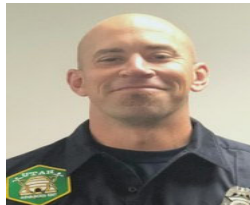
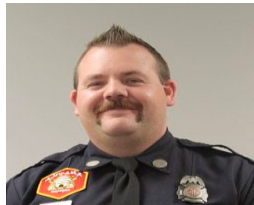
<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOH-City</u>	<u>DOH-Position</u>	<u>FTE Authorized</u>	<u>FTE Actual</u>
1710	Fire Inspector Paul Flaig	4/4/1983	12/1/2023	0.50	0.50
					
2335	Fire Admin Secretary Krystn Hinojosa	10/18/2004	10/18/2004	0.50	0.50
					
1695	Firefighter/AEMT			9.00	
	Marcus Garcia	11/20/2019	1/22/2023		1.00
	Casey Jefferies	2/8/2024	7/15/2024		1.00
	Cordell Watts	9/3/2024	9/3/2024		1.00
	Brock Marden	9/13/2024	9/13/2024		1.00
	Nicholas Candage	1/27/2025	1/27/2025		1.00
	Kolton Read	1/27/2025	1/27/2025		1.00
	Justin Reese	7/22/2025	7/22/2025		1.00
	Gannon O'Malley	11/5/2025	11/5/2025		1.00
	Mark Glissmeyer	5/21/2026	5/21/2026		1.00



1685	Firefighter Engineer/AEMT			3.00	
	Dean Gallegos	8/21/1995	8/21/1995		1.00
	Open				0.00
	Michael Razey	12/6/2022	1/22/2023		1.00



1675	Fire Captain			3.00	
	Nathan Tracy	11/6/2012	8/1/2018		1.00
	Garrett Henry	9/21/2018	3/1/2019		1.00
	Steven Whetton	7/29/2014	6/1/2025		1.00



1680	Fire Chief			1.00	
	Matthew Hennessy	12/5/2005	12/1/2024		1.00



Rounding	0.00	0.00
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Total	17.00	16.00
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Riverdale

U T A H

COMMUNITY DEVELOPMENT PROJECTS STATUS REPORT

June 2026

OPEN FOR BUSINESS



Walmart celebrated their 35 year anniversary in Riverdale on June 4, 2026

NEW AND ONGOING DEVELOPMENTS



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



GoldCrest Homes (Alpine/ Fieldstone) continues construction of 68 new single-family homes at the Coleman Vu Estates at 5368 S 1050 W



Riverdale City celebrated the opening of the new playground equipment at Golden Spike Park on June 1, 2026.



Slick City Action Park is under construction at 4113 Riverdale Road.



EOS Fitness will be under construction at the old RC Willey building located at 4045 Riverdale Road

To view a map of recent and ongoing development projects in Riverdale City, scan the QR Code below.



**RIVERDALE CITY
CITY COUNCIL AGENDA
July 21, 2026**

AGENDA ITEM: G1

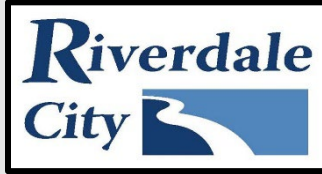
SUBJECT: Consideration of Resolution #2026-26 renewing a contract with Robinson Waste Services for garbage and recycling services.

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 21, 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 21st 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. Contractor 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 21, 2026**

AGENDA ITEM: G2

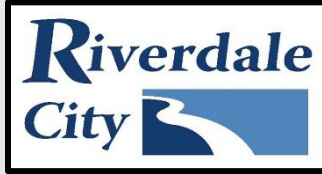
SUBJECT: Consideration of Resolution #2026-27 approving an Interlocal Cooperation Agreement for shared Heavy Rescue Team

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 21, 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	☐	Yes	☐	No	☐	Absent
Bart Stevens	☐	Yes	☐	No	☐	Absent
Anne Hansen	☐	Yes	☐	No	☐	Absent
Michael Richter	☐	Yes	☐	No	☐	Absent
Kent Anderson	☐	Yes	☐	No	☐	Absent

Attachment 1

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

RIVERDALE CITY,
A Municipal Corporation

Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

Attorney for Riverdale City

Dated this ____ day of _____, 2026.

**RIVERDALE CITY
CITY COUNCIL AGENDA
July 21, 2026**

AGENDA ITEM: G3

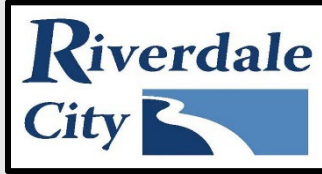
SUBJECT: Consideration of Resolution #2026-28 amending Personnel Policy Chapters 9 through 16

PRESENTERS: Stacey Comeau, Human Resources

INFORMATION:

- a. [Executive Summary](#)
- b. [Resolution #2026-28](#)
- c. [Personnel Policy Chapters 9-16](#)

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on:
July 21, 2026

Petitioner:
Stacey Comeau

Summary of Proposed Action

Motion to approve resolution 2026-28 amending Personnel Policy Chapters 9 through 16.

Summary of Supporting Facts & Options

To maintain preferred pricing and discounts, our liability insurer, ULGT, requires that the Personnel Policy Manual be reviewed by Human Resources at least annually and by an Employment Attorney at least every three years to ensure compliance. Manning Curtis Bradshaw & Bednar PLLC has reviewed the manual and recommended certain changes. Chapters 9 through 16 have been reviewed by Mr. Brooks and are included today for amendment.

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. 2026-28

A RESOLUTION OF THE CITY COUNCIL OF RIVERDALE CITY ADOPTING AN AMENDMENT TO THE RIVERDALE CITY PERSONNEL POLICIES & PROCEDURES HANDBOOK

WHEREAS, Riverdale City has previously adopted a Personnel Policy Handbook which includes Employee Personnel Policies and Procedures; and

WHEREAS, it is necessary, from time to time, to make amendments to the Personnel Policy Handbook to supplement, change, clarify, or revise certain sections of the Handbook; and

WHEREAS, the City Council has reviewed the affected sections of the Personnel Policy and has determined a need to amend said sections; and

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

WHEREAS, this amendment to the Personnel Policy Handbook will be made available to all City employees.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Riverdale that the amendment to the Riverdale City Personnel Policies Handbook as set forth in the attached Exhibit A (Chapters 9 through 16), is hereby adopted and the Policy Handbook shall be amended with these changes incorporated therein and now read as outlined in said Exhibit A, as an amendment to the policy.

All other title, chapters, sections, and terms in the Personnel Policy Handbook shall remain the same, in full force and effect, unless specifically amended hereby.

This resolution shall take effect immediately upon its adopting and passage.

APPROVED AND ADOPTED this 21st day of July 2026.

Braden D. Mitchell
Mayor

ATTEST:

Michelle Marigoni
City Recorder

VOTE:

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

Chapter 9 EMPLOYEE DEVELOPMENT

9-1 Performance Evaluation

Annual performance evaluations shall be conducted of all employees by the employee's immediate supervisor. Said performance evaluation shall be reviewed by the employee's department head. (For additional information refer to Chapter 12.)

9-2 Travel and Training Expenses

I. Training, with its accompanying travel, is advantageous to the City's operation particularly in developing professionalism and in providing for employee licensing, required certifications, etc.

II. Subject to budgeted appropriations, available funds, and the required approval, the following expenses may qualify for payment or reimbursement for travel or training in the most economical and timely manner, of employees, appointed, or elected officials:

(a) Travel expenses to and from the training destination in the most economical and timely manner.

(1) City owned vehicle; or

(2) Privately owned vehicle:

- i. Reimbursed for gas receipted expenses, if for personal reasons the use of a city owned vehicle is declined; or,
- ii. Reimbursed at the standard allowable IRS mileage rate if the use of a personal vehicle is necessary. This reimbursement shall not exceed the cost of (3) below.

(3) Airfare, with a rental car if necessary.

(b) The actual cost of lodging, for a double-queen or a king bedroom, during the conference at the lower of the actual conference hotel room rate or the actual rate paid at another hotel.

(c) Travel shall be compensated by the following specific per diem allowances when the training, conference or hotel does not provide the meal. (Per diems can also be located on the Travel Approval Request form on the r drive)

(1) Breakfast: Issued at the federal standard per diem rate for Utah located at gsa.gov. Overnight stay the preceding night is required. The city will not reimburse breakfast relating to non-overnight travel.

(2) Lunch: Issued at the federal standard per diem rate for Utah located at gsa.gov.

(3) Dinner: Issued at the federal standard per diem rate for Utah located at gsa.gov. When returning after 7:00 p.m. Employees will receive lunch and dinner per diem when travel time to the conference, training or meeting consists of 5 or more hours.

(d) Employees shall be reimbursed for incidental travel, bus fare, parking fees, toll, rental car gas, phone calls or other expenses. In order to be reimbursable a valid receipt must be turned in upon your return to work.

(e) Tuition and/or registration fees for courses, conferences, or conventions attended.

(f) Lunch per diem will be provided for a lunch-time meal at a one day training session, conference, or meeting, when the training, conference, or meeting does not provide the meal. If the meal is provided at a cost less than the current lunch per diem, the lesser amount will be provided.

(g) Travel requests should be filed with the Business Administration Department at least one week prior to departure. The appropriate forms can be found in the shared folder on the server, or in Human Resources, and each employee or official will be responsible for keeping and submitting the proper receipts.

III. The following expenses normally would not qualify for payment or reimbursement by the City.

(a) Unrelated side trips, even if taken in conjunction with a professional conference or convention.

(b) Travel related expenses for a spouse or others accompanying the employee unless specifically approved in advance because of a beneficial purpose and value to the City.

IV. The approval authority is:

(a) For employees, their Department Head.

(b) For Department Heads, the City Administrator.

(c) For appointed or elected officials, the Mayor, City Administrator, or the Business Administrator.

(d) All requests for out-of-state and or team (defined as more than one city employee attending the same event) travel (with the exception of Wendover and Las Vegas) must be approved in advance of registration, reservations, or payments, by both the Department Head and the City Administrator.

Consideration for approval will be evaluated based upon a completed travel request form accompanied by an addendum addressing, at a minimum, the following factors:

1. Source of funding (with grants or external funding receiving highest priority).

2. Necessity of maintaining job required license or certifications.
3. Explanation of the deficiency of acceptable or suitable substitute training or locations, webinars, etc.
4. Explanation as to why “train the trainer” is not feasible in the case of team travel for training.

9-3 Education Assistance

Riverdale City may provide financial assistance to standard full-time employees enrolled as a matriculated student in an accredited traditional, not for profit institution of higher learning upon the following terms and conditions:

1. The course work must be related to the employee’s current job description duties or reasonably expected career path duties of employment and shall be approved and documented in the employee’s personnel file by the employee’s department head and the City Administrator, or designee, prior to the beginning of classes.
2. Reimbursement of 50% of tuition and fees, on a pro-rata basis if necessary for job related course credit hours and 50% book fees will be available to the employee upon presentation to the Department Head a grade report showing a minimum grade equivalent to a “C” or “pass” on a pass fail basis.
3. The education assistance reimbursement may be used only for job related course work leading to one associate’s degree, and/or one bachelor’s degree.
4. All education assistance reimbursements are repayable to the City in the event the employee separates (voluntary or involuntary) from the City’s employ prior to 3 years following the date of each reimbursement. For each year of the 3 years following each reimbursement, an amount equal to 1/3 of each reimbursement shall be waived and shall not be repayable to the City.

9-4 Professional Development

Riverdale City wishes to provide employees with professional development opportunities that increase their skills and enhance their contributions to the City.

The work performance of an employee is a vital key to the success of our City. Providing professional development to our employees is an investment in their careers and the City’s future.

Professional development can be obtained through attendance at seminars, educational courses and web presentations that once acquired will assist the employee in performing his or her essential job functions and increase the employee’s contribution to the City.

Employees must request permission from their immediate supervisor for review and approval to attend desired training and/or resource. The request must include applicable course of study, purpose, job relevance, cost, dates, times of coursework and name of the institution or source of training.

All fees for Professional Certifications and Licenses received by employees as a result of professional development paid for by the City are repayable to the City in the event the employee separates (voluntary or involuntary) from the City's employ prior to one year following the date of certification or license. If the employee terminates within that year, he or she will be required to pay a prorated amount to the City.

Example: Using \$750.00 for the cost of the certification, if the employee receives certification in June, then decides to terminate in November, he or she will owe the City seven months of the \$750.00. The employee will have worked five months since June by the time he or she terminates in November, leaving seven months to complete one year.

Twelve months divided by \$750.00 = \$62.50 times seven months = \$437.50 owed to the City.

Chapter 10 EMPLOYEE BENEFITS

Only full-time regular employees receive the benefits described in this chapter. Part-time and seasonal employees, elected and appointed officials do not receive any of the benefits set forth in this chapter nor anywhere else in this Policy Handbook, unless specifically designated otherwise.

10-1 Medical Insurance

The City will make health insurance available to all full-time regular employees.

Medical insurance coverage begins on the first day of the month following the date of employment and ends with the monthly insurance premium period following the date of separation.

Employees who are separated, laid off, retire, or resign may qualify for a continuation of medical benefits in compliance with COBRA if the employee pays the premium. This benefit continuation may also extend to surviving spouses and their dependents; divorced or separated spouses and their dependents; spouses, employees or dependents when the spouse or employee qualifies for Medicare; or when the dependents no longer qualifies for coverage. Details are found in the Employee Medical Program handbook prepared by the Plan Administrator.

10-2 Annual Leave

Annual Leave will be accrued by employees according to the following schedule:

Years of Service*	Annual Leave Accrued per Month		
	Full-Time Employee	Part-Time** Employee	Full-Time*** Firefighters
0 – 5	8 hrs	4 hrs	11 hrs
6 – 10	10 hrs	5 hrs	14 hrs
11 – 15	12 hrs	6 hrs	16 hrs
Over 15	14 hrs	7 hrs	19 hrs
* Length of service determined from date of benefit classification			
** Regularly scheduled to work more than 20 but less than 30 hours per week.			
*** Regularly scheduled to work 48 hour shifts			

As used in this section "length of service" shall mean the length of the employee's present employment with the City and does not include periods of previous employment with the City that were terminated voluntarily or involuntarily, except in cases of reduction in force.

An employee may use any or all accrued annual leave subject to their supervisor's approval. Annual leave should be scheduled well in advance so as to meet the operating requirements of the City, and in so far as possible, the preference of the employees.

For full-time Firefighters no more than 312 hours accrued annual leave shall be carried forward to a new calendar year without the written authorization of City Administrator.

For all other employees accruing leave no more than 240 hours accrued annual leave shall be carried forward to a new calendar year without the written authorization of City Administrator.

Unused annual leave of non-exempt employees in excess of this amount will be forfeited each December 31. Unused annual leave of exempt employees in excess of this amount (up to 40 hours) will be paid to the employee on their January 15th pay check or credited to their 457/401K at the employee's option, unused hours above 280 will be forfeited. Employees are encouraged to take their annual leave annually. However, an extension of the December 31 forfeiture date may be approved by the City Administrator in unusual situations or circumstances.

Paid holidays occurring during annual leave will not be charged as annual leave. Terminating employees who retire in compliance with City retirement policy, or resign in good standing with a minimum of two weeks' notice, or are released as a result of a reduction in force are entitled to payment at their current rate of compensation for all unused annual leave which has been accrued. In the event of the employee's death, the full entitled payment shall be made to the employees named beneficiaries.

10-3 Bereavement Leave.

Up to three (3) days of paid bereavement leave may be approved by the Department Head upon the loss *of an immediate family member* to enable the employee to attend the funeral as well as necessary family duties and responsibilities. Up to one (1) day of paid funeral leave may be granted by the Department Head to attend the funeral *of a relative* who is not a member of your immediate family. Immediate family is defined as:

- (1) Spouse
- (2) Mother (blood, in-law, adoptive, or step)
- (3) Father (blood, in-law, adoptive, or step)
- (4) Sister (blood, in-law, adoptive, or step)
- (5) Brother (blood, in-law, adoptive, or step)
- (6) Child(ren) (blood, in-law, adoptive, foster, or step)
- (7) Grandparents (blood or step)
- (8) Grandchildren (blood or step)
- (9) Any relative (blood, in-law, adoptive, or step) who was living in your home at the time of death.

Three (3) workdays of paid bereavement leave shall be granted for an employee following the end of the employee's pregnancy by way of a miscarriage or stillbirth; or following the end of another individual's pregnancy by way of a miscarriage or stillbirth, if:

- (1) The employee is the individual's spouse or partner; or
- (2) The employee is the individual's former spouse or partner; and
- (3) The employee would have been a biological parent of a child born as a result of the pregnancy.

The granting of paid bereavement leave is not automatic, but will depend upon the circumstances of each situation as determined by the Department Head. The maximum amount of time will be granted only for attendance at the funeral or handling other necessary personal affairs. The Department Head may approve additional unpaid leave or allow the use of accrued annual leave if more time is needed.

Bereavement leave will be paid for all employees, whether full-time or part-time, at the employee's base hourly rate of pay for scheduled work which will be missed and will not include differentials, premiums, or other forms of additional compensation. Employees should notify their supervisor of leave requests under this section as soon as possible. Documentation may be required.

10-4 Jury and Witness Duty

Employees will be granted leave for jury or witness duty. If the jury or witness service is completed during regular work hours, an employee is expected to return to work upon completion of the service. The employee shall receive their regular pay when performing jury and witness duty if money received for jury or witness service is turned in to the City. Verification of jury and witness duty will be required.

10-5 Time Off To Vote

Any employee entitled to vote in a general election in Utah ("general election" includes: special, general, municipal and school elections, and primary elections) will be granted up to two (2) hours off with pay between the time the polls open and when they close, unless the employee has at least three (3) nonworking hours during the time the polls are open.

10-6 Military Leave

Employees who are drafted or called into active military duty will be granted leaves of absence without pay for their duration of military service.

Full-time permanent employees who serve as reserve members of the armed forces and have official orders shall be granted military leave with full salary up to 120 hours per calendar year.

The City does not discriminate against any person who is a member of, applies to be a member of, performs, has performed, applies to perform or has an obligation to perform service in a uniformed service, as defined by federal statute. The City will not deny initial employment, reemployment, retention in employment, promotion, or any benefit of employment by the City on the basis of that membership, performance of service, application for service, or obligation. It is the City's policy to comply with all applicable statutes, including Uniformed Services Employment and Re-employment Act of 1994 (USERRA), 38 U.S.C. § 4301-4333 *et seq.*, and Veterans and Military Affairs, Utah Code §§ 71A-10-101 *et seq.*

10-7 Family Medical Leave Act (FMLA)

General Provisions

Under this policy Riverdale City will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12 month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy. FMLA leave is unpaid, unless employees have unexhausted paid sick or other leave available.

Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the employer for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, stating the city's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of the week or if the employee is on leave during the week.
- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- 3) The employee must work in an office or work site where 50 or more employees are employed by the entity within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child.*
- 2) Adoption of a child by an employee or placement of a child with the employee for foster care.*

3) To care for a spouse, child or parent with a serious health condition (described below).

4) The serious health condition of the employee (described below).

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

5) A covered family member's active duty or call to active duty in the Armed Forces.

An employee whose spouse, child(ren), or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: 1) short notice deployment, 2) military events and activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post deployment activities and 8) additional activities that arise out of active duty, provided that the city and employee agree, including agreement on timing and duration of the leave.

The leave may commence as soon as the individual receives the call up notice. Child(ren) for this type of leave does not have to be a minor. This type of leave would be counted toward the employee's 12 week maximum of FMLA leave in a 12 month period.

6) Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member.

This leave may extend to up to 26 weeks in a single 12-month period for an employee whose spouse, son, daughter, parent or next-of-kin is injured or recovering from an injury suffered while in the line of duty on active military duty and who is unable to perform the duties of the service member's office, grade, rank or rating. Next-of-kin is defined as the closest blood relative of the injured or recovering service member. An employee is also eligible for this type of leave when the family service member is receiving medical treatment, recuperation or therapy, even if the service member is on temporary disability retired list.

For purposes of this section, "serious health condition" has the same meaning as under the Family and Medical Leave Act and its regulations.

Amount of Leave

An eligible employee can take up to 12 weeks for the FMLA circumstances 1) through 5) above under this policy during any 12-month period. The city will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the city will compute the amount of leave the employee has taken under this policy in the last 12 months and

subtract it from the 12 weeks of available leave, with the balance remaining being the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance 6) above (military caregiver leave) during a single 12 month period. For this military caregiver leave, the city will measure the 12 month period as a rolling 12 month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the city and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent in-law) with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the City and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

Employee Status and Benefits During Leave

While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

Under current city policy, the employee may pay a portion of the health care premium. While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received by the 1st work day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The city will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums. If the employee does not continue these payments, the city may discontinue coverage during the leave. If the City maintains coverage, the City may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

Employee Status after Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from the health care provider. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay,

benefits and other employment terms. The position will be the same or virtually identical in terms of pay, benefits and working conditions. The City may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation and sick leave prior to being eligible for unpaid leave.

Leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employee requires four weeks of workers' compensation leave to recover from knee surgery, the four weeks will be designated as FMLA leave and counted toward the employee's 12 week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation and sick leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation and sick leave (as long as the reason for the absence is covered by the city's sick leave policy) prior to being eligible for unpaid leave.

Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 work weeks (or 26 work weeks to care for an injured or ill service member over a 12 month period).

The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption, or foster care of a child, the City and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the city before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

Certification for the Employee's Serious Health Condition

The City will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided by using the Certification of Health Care Provider for Employee's Serious Health Condition Form.

The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The City may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the city will require the opinion of a third doctor. The City and the employee will mutually select the third doctor, and the City will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

Certification for the Family Member's Serious Health Condition

The City will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the Certification of Health Care Provider for Family Member's Serious Health Condition Form.

The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The City may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the city will require the opinion of a third doctor. The City and the employee will mutually select the third doctor, and the city will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

Certification of Qualifying Exigency for Military Family Leave

The City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the Certification of Qualifying Exigency for Military Family Leave Form.

Certification for Serious Injury or Illness of Covered Service member for Military Family Leave

The City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the Certification for Serious Injury or Illness of Covered Service member Form.

Recertification

The City may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the City receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the city may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The City may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

Procedure for Requesting FMLA Leave

All employees requesting these types of FMLA leave must provide verbal or written notice of the need for the leave to the Human Resources Department. Within 5 business days after the employee has provided this notice, the Human Resources Department will complete and provide the employee with the Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the City with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, the Human Resources Department will complete and provide the employee with a written response to the employee's request for FMLA leave using the Designation Notice Form.

Intent to Return to Work From FMLA Leave

The City may require an employee on FMLA leave to report periodically on their status and intent to return to work.

10-8 Sick Leave

1. **Purpose.** As insurance against loss of income when employees are unable to perform their work due to their own personal illness or incapacitation, or that of a family member (as defined in 3. below) for whom their attentive presence is required.
2. **Accrual.** All full-time regular employees shall receive sick leave at the rate of 8 hours for each full calendar month of service. Part-time employees who are regularly scheduled to work more than 20 hours per week but less than 40 hours per week shall receive 4 hours per calendar month of service. Firefighters who are regularly scheduled to work 24 hour shifts shall receive 11 hours for each full calendar month of service. Any time less than a full month shall be pro-rated accordingly. Sick leave may be accrued to an unlimited amount.
3. **Use of Sick Leave.** Eligible employees may begin to utilize their accrued sick leave any time after having completed one month of satisfactory employment. Absent employees must arrange for a telephone report to their supervisor by the beginning of the workday of the first day of absence. When an injury occurs causing an absence the employee should notify the supervisor as soon as possible thereafter.

Accrued sick leave may be used, with the approval of the Department Head, for any of the following purposes:

- a) Illness or injury to the employee.
- b) Serious illness of immediate family members requiring the presence of the employee. Immediate family members are defined as follows: the employee's spouse, children (including step and foster), parents (including mother-in-law and father-in-law), grandparents and/or other dependents of the employee.
- c) For personal or immediate family member visits to hospitals, clinics, dentists, etc., for diagnosis or treatment of illness or injuries, examination, and related purposes.

The Department Head, or in the absence of the Department Head, the City Administrator (or his/her designee), at his/her discretion, may require that an injured or sick employee take sick leave and absent themselves from their place of employment.

4. **Sick Leave Records.** Use of sick leave, for all employees, must be promptly and accurately reported on the time card and approved by the Department Head on the Department time sheet.
5. **Annual Unused Sick Leave Incentive.** Full-time City employees have the potential to earn and accrue up to twelve (12) days of sick leave annually. Part-time employees have the potential to earn and accrue up to six (6) days of sick leave annually. Employees who have accumulated and maintained a total of a minimum of one-thousand (1,000) hours of sick leave may, at the

employee's option, at the close of the calendar year request and be paid for five (5) of the days of sick leave they have accrued for that calendar year. The five (5) days sick leave that may be converted to a cash pay out will be reduced by any sick leave used by the employee during the calendar year. For example if an employee uses one (1) day of sick leave during the calendar year, the maximum number of days that may be converted to a cash pay out is four (4) days. In the event an employee uses five (5) or more sick leave days in a calendar year, the aforementioned annual cash pay out option is forfeited by said employee for that calendar year.

6. Sick Leave Pay Out at Retirement, Resignation, Termination, or Death,

Employees who resign their employment, are terminated, or retire from employment with the City shall be paid for any unused sick leave, at their current wage rate, for up to a maximum of one thousand (1,000) hours, as follows:

- a) Employees who have completed five years or less of service shall be paid twenty percent (20%) of their accumulated balance of sick leave.
- b) Employees who have completed five years but less than ten years of service shall be paid thirty-three percent (33%) of their accumulated balance of sick leave.
- c) Employees who have completed ten years but less than fifteen years of service shall be paid sixty-six percent (66%) of their accumulated balance of sick leave.
- d) Employees who have completed fifteen or more years of service shall be paid one hundred percent (100%) of their accumulated balance of sick leave.

In the event of the employee's death, the employee's named beneficiary shall be paid for 100 % of the unused sick leave, at the employees current wage rate, for up to a maximum of one thousand (1000) hours.

- 7. Abuse of Sick Leave.** Whenever there are reasonable grounds to believe the employee is abusing sick leave privileges, the City may require verification of illness or other reason for taking sick leave by proof acceptable to the employee's Department Head. Abuse of sick leave privileges may be considered as grounds for disciplinary action.

10-9 Maternity Leave

Covered under FMLA – see section 10-7

10-10 Leave Donation

Riverdale City employees may donate earned compensation time hours, annual leave hours or sick leave hours for use by another employee upon the request of the donating

and receiving individuals, and the approval of the donating and receiving Department Heads, and the approval of the City Administrator.

Such donation of comp-time, annual leave, or sick leave is intended only for infrequent situations where an employee desires to donate comp-time, annual leave, or sick leave to another employee who has exhausted all of his or her comp-time, annual leave, and sick leave due to an extended illness or injury. There must be a demonstrated need for the donation due to extended illness or injury as explained herein.

All comp-time, annual leave, and/or sick leave donations shall be requested in writing and follow the approval process as stated above. In the event one of the required Department Head approval signatures is not given, denial can be appealed to the City Administrator.

10-11 Leave Without Pay

This policy applies to any employee who is eligible to accrue leave (annual, comp, sick).

A leave of absence without pay is an approved temporary absence from work in which the employee does not lose status as a regular employee. An employee must first use all accrued annual leave and compensatory time leave (comp time) before leave without pay will be granted. If the leave is for qualifying health-related reasons, all accrued sick leave must also be used before leave without pay will be granted.

In order to be considered for leave without pay, an employee must present a written request to his or her Department Head. Leave without pay may be considered for reasons of disability, personal reasons or military service. To be eligible for consideration, employees must state in writing the reason for the requested leave, the date the leave is to commence and the date on which the employee expects to return to work. Department Heads should consider individual requests in view of urgency, the individuals' length of service, and the over-all effect the absence will have on the operation of the department. With the Department Heads recommendation, leave without pay may then be granted upon approval by the City Administrator. Such leave, beyond that provided by the FMLA, shall not be regarded as an acquired right by employees and may be granted only when it is determined that City services will not be adversely affected.

Leave without pay shall not be granted unless there is a positive expectancy that the employee will return to work at the expiration of such leave. Failure of an employee to report to work at the expiration of the approved leave period shall be considered a resignation, unless there are extenuating circumstances and upon recommendation by the Department Head and approval of the City Administrator.

Except as provided under the FMLA, all employee benefits shall cease to accrue or be in effect immediately upon commencement of any leave period extending beyond one full work period. Health/Dental insurance benefits may be continued during the leave period if the employee pays one hundred percent (100%) of the full premium under the plan. Funds covering the monthly amount of the insurance premium are due by the first of each month for the time the employee is on leave. If an employee does not elect to continue

health insurance coverage during leave of absence without pay, it will be necessary to reapply for health insurance upon return from leave.

If a part-time employee requests leave, it is up to the Department Head to determine if the employee's position will remain unfilled until the employee returns or if the position should be filled by someone else. Part-time employees have no guarantee that their position will be kept available for them when they return from leave. However, part-time employees will be allowed jury duty leave, military leave and FMLA leave (if qualified) without losing their employment status as required by law.

Any exceptions outside of the above provisions must be approved by the City Administrator.

10-12 Paid Holidays

The following days have been designated by the City as paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth National Freedom Day
- Independence Day
- Pioneer Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving (In lieu of Columbus Day)
- Christmas Day
- Floating Holiday* (In lieu of Veteran's Day)

* Floating Holiday will be taken in conjunction with Christmas the specific date will be determined on a year to year basis. At the Department Heads discretion, an employee may take the Veteran's Day holiday in lieu of the Floating Holiday.

Actual Holidays will be listed on a published calendar annually.

Holidays falling on Sunday will be observed on the following Monday. Holidays falling on Saturday will be observed on the preceding Friday. Department Heads will schedule work assignments so that whenever possible employees may observe the holiday schedule. Full-time regular employees are eligible for 8 hours of holiday pay beginning with their first day of employment. Part-time employees who are regularly scheduled to work more than 20 hours per week but less than 30 hours per week shall receive 4 hours of holiday pay beginning with their first day of employment. Employees who may be scheduled to work on a

designated holiday will be paid holiday pay plus the regular rate of pay for each hour worked. Holiday pay will be based on an eight hour work day.

10-13 Birthday Day

Riverdale City provides one paid holiday day [Cross Reference Policy 9-11 Holiday Pay] each year commemorating the Employee's birthday to be taken within 30 days as prearranged with the supervisor. However, an extension of the 30 day forfeiture date may be approved by the City Administrator in unusual situations or circumstances.

10-14 Life and Disability Insurance

The City is involved in group medical, dental and life and disability insurance programs for its full-time regular employees, which has specified benefits for certain illnesses and injuries. Enrollment cards and a detailed schedule of benefits will be provided to the employee upon employment.

The City reserves the right to require any City employee to undergo a complete medical examination, at City expense, where there is a question concerning the employee's ability to physically perform the tasks for which he/she was hired.

10-15 Unemployment Compensation Benefits

Employees whose employment is terminated may be eligible to receive unemployment compensation benefits, contingent upon the reason for the termination of the employment, the existence of a continued attachment to the labor market by the employee, and other factors. The determination of eligibility for unemployment compensation benefits, the amount of the benefits, and the duration of payments, if any, is made by the State of Utah Department of **Employment Security Workforce Services**, according to statutes, regulations and case law decision. Questions regarding unemployment compensation benefits should be directed to the State of Utah Department of **Employment Security**.

10-16 Workers' Compensation

The City operates under the Workers' Compensation provisions of Utah law, including Utah Code Title 34A, Chapter 2. Employees injured in the course of employment are entitled to medical, hospital, and wage replacement benefits as provided by statute.

Any injury/illness arising out of and in the course of employment must immediately be reported to the employee's supervisor. If the employee is unable to provide notification to the supervisor, the employee's next-of-kin or attorney may provide notification of the injury. The supervisor shall immediately report the injury to the City's designated officer. The City will appropriately investigate the injury report and determine its cause and any necessary action that should be taken. The City may require employees in safety sensitive positions* to submit to a post-accident drug test if, based on the facts and circumstances of each case, there is an objectively reasonable basis for conducting such a test.

If employees become aware of any unsafe or hazardous condition, regardless of any injury, employees should immediately report such condition to their Department Head.

The City shall file a report of injury with the Industrial Commission of Utah within seven days after the occurrence of an injury after the City's first knowledge of the occurrence, or after the employee's notification of the same, on forms prescribed by the commission, of any work-related fatality or any work-related injury resulting in medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job. The City shall file a subsequent report with the commission of any previously reported injury that later resulted in death. The subsequent report shall be filed with the commission within seven days following the death or the City's first knowledge or notification of the death. No report is required for minor injuries, such as cuts or scratches that require first-aid treatment only unless a treating physician files, or is required to file the Physician's Initial Report of Work Injury with the commission. The City shall provide the employee a copy of the reports submitted to the commission. The City shall also provide the employee with a statement, as prepared by the commission, of the employee's rights and responsibilities related to the injury

If a DOT recordable accident occurs – the driver must be drug tested within 32 hours and alcohol tested within 2 hours. An accident is considered to be a DOT recordable accident if the vehicle being driven has a gross vehicle weight rating of more than 10,000 pounds or a gross combination weight rating over 10,000 pounds used on public highways; or any motor vehicle designed to transport more than eight people, including the driver; or any vehicle displaying a Hazardous Materials placard (regardless of weight). A vehicle discovered to be transporting Hazardous Materials without a required placard should also be included; and any of the following conditions exist:

- Fatality, or bodily injury requiring medical treatment away from the scene.
- One or more vehicles is towed from the scene of the accident.

All employees for absences due to on--the-job injuries/illnesses:

- Will be paid regular pay through the end of their shift, if unavailable to return to work the day of the injury. Proper documentation from the physician is required.
- Follow up appointments should be scheduled outside of normal scheduled shift. If unable to schedule outside of shift, employee will obtain department head approval and receive regular pay for all time spent waiting for or receiving treatment.

All employees will receive workers compensation benefits for lost time accidents:

- After the employee completes the state waiting period (24 working hours/ 3 days), with retroactive benefits if disability lasts 14 days or longer.
- Employees may use available sick, vacation or comp time pay for waiting period.
- On the job injuries/illnesses do qualify for Long Term Disability, although LTD benefits will be reduced by workers comp benefits received. If an eligible employee is expected to be out over 90 days, contact Human Resources for information.

Return to work:

- Employees may be placed on transitional duty if a suitable position exists within the limitations specified in writing by the physician.
- Employees returning to work on transitional duty will be advised by the department head that the accommodations are temporary and the exact job duties are subject to change.
- Any employee refusing transitional duty will not receive workers compensation benefits.
- No employee will be allowed to return to regular duty until a release to return to regular duty is provided from an approved and informed physician.

*(Safety sensitive positions are defined as any employee working for the Police Department, Fire Department, or the Public Works Department.)

10-17 Employee Recognition

This Employee Recognition section applies to all employees (full-time, part-time & seasonal)

1. Service awards and recognition (for on-going service)
 - On the Spot Awards for up to \$25 value
 - Annual Department level recognition, awards, luncheons, or dinners will be funded by the City at \$15 per employee.
 - Performance evaluation and December 15th incentive pay [Cross Reference Chapter 12 Section H Incentive Pay Program]
 - Years of service recognition at five-year intervals
 - Special Recognition Certificate
 - Gift Certificate of \$10 per year at each five-year interval
2. Employment separation awards and recognition (open houses, dinners, luncheons, etc. for retirements and voluntary resignations.)
 - < 5 years service
 - No City funding.
 - Informal by and through co-workers.
 - ≥ 5 years service < 10 years
 - City funding of \$10 per year of service for a thank-you gift.
 - No City funding for Dinner or Luncheon.
 - ≥ 10 years service < 20 years
 - City funding of \$10 per year of service for a thank-you gift.
 - A Department level Dinner or Luncheon.
 - ≥ 20 years service
 - City funding of \$10 per year of service for a thank-you gift.
 - A Department level Dinner or Luncheon.
 - An Open House with City funded refreshments.
 - Police Officers will receive their service handgun.
 - Firefighters will receive their service helmet.

10-18 Workplace Accommodations

The City provides reasonable workplace accommodations in the following circumstances:

- Religious Accommodation. The City respects the sincerely held religious beliefs and practices of all employees and will make, on request, a reasonable accommodation(s) for such observances when a reasonable accommodation is available and does not create an undue hardship for the City. *Title VII & Utah Antidiscrimination & Workplace Accommodation Act.*
- Disability Accommodation. The City recognizes some qualified individuals with disabilities (meaning the employee has a mental or physical impairment substantially limiting one or more of the major life activities) may need reasonable accommodation to perform the essential functions of his/her position, to make the workplace readily accessible and usable for the employee, or to otherwise allow the employee to enjoy equal benefits and privileges of employment. The City will make, on request, a reasonable accommodation when doing so does not create an undue hardship to the City. *Disabilities Act, as amended.*
- Pregnancy Accommodation. The City will make, on request, a reasonable accommodation(s) to qualified individuals related to pregnancy, childbirth, or related conditions when a reasonable accommodation is available and does not create an undue hardship for the City. *Utah Antidiscrimination & Workplace Accommodation Act & Federal Pregnant Workers Fairness Act (PWFPA).*
- Breastfeeding Accommodation. Unless compliance would create an undue hardship, the City will, on request, provide for at least one year after the birth of a public employee's child: reasonable breaks for each time the public employee needs to breast feed or express milk; a room or other location, other than a bathroom or toilet stall, that is clean and sanitary, provides privacy shielded from view of and intrusion from coworkers or the public, and that has an outlet; and a reasonable means of storage. The City is not required to permit an employee to have the employee's child at the workplace for purposes of accommodation. *Utah Antidiscrimination & Workplace Accommodation Act and Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act.*

10-19 Work From Home (Telecommuting)

Telecommuting allows employees to work at home, on the road, or in a satellite location for all or part of their workweek. Riverdale City considers telecommuting to be a viable, flexible work option and may be used in response to public health or safety crisis when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, is not a City-wide benefit, and it in no way changes the terms and conditions of employment with Riverdale City.

Telecommuting can be informal, such as working from home for a short-term project or on the road during city business travel, or a formal, set schedule of working away from

the office. Either an employee or supervisor can suggest telecommuting as a possible work arrangement. For formal telecommuting arrangement the employee and department head must fill out the Work From Home Policy Acknowledgment.

Telecommuting does not alter the employees' duties, obligations, and/or responsibilities. Telecommuting is available only to those deemed eligible at the City's sole discretion. Either the employee or the city may end the remote work assignment at any time with or without cause.

Eligibility

Except in the case of a public health response or safety crisis, an employee must be full-time (unless otherwise approved by the Department Head and City Administrator) and have been employed at least 1 year before remote work may be considered. This permission may be withdrawn at any time as the city's business needs require.

Designated Workspace

It is the responsibility of the employee to designate a remote workspace, which is typically a space in the employee's home (an office, spare bedroom, etc.). No work should be performed outside of this designated workspace. The designated workspace must be kept in a safe condition, free from hazards to both the employee and the equipment. Should the employee sustain any injuries in their designated workspace and in conjunction with his or her regular work duties, the employee is responsible for notifying his or her supervisor of such injuries immediately. Riverdale City will not be responsible for any injuries to the employee or any third parties outside of the designated workspace or during the employee's non-working time.

If, while working from a designated workspace, the employee experiences technical issues with his or her computer or internet access that prevent the employee from working remotely, the employee must notify his or her supervisor immediately. Interruptions to work caused by internet outages may require the employee to work from their regular office space for the remainder of the day, or until the outage is fixed.

Employees working from a designated workspace may, from time to time, need to allow the city to inspect the workspace for hazards.

Employees may also be required to work in the office on a scheduled remote workday as required by the needs of the City.

Equipment

On a case-by-case basis, the City will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, phone and data lines and other office equipment) for each telecommuting arrangement. The Business Administrator will serve as a resource in this matter. Equipment supplied by the city will be maintained by the City. Equipment supplied by the employee, if deemed appropriate by the city, will be maintained by the employee. Riverdale City accepts no responsibility for damage or repairs to employee-owned equipment. Riverdale City reserves the right to make determinations as to appropriate

equipment, subject to change at any time. The employee must sign an inventory of all Riverdale City property received and agree to take appropriate action to protect the items from damage or theft. The employee is required to supply at their expense a high speed internet connection of 30 mbps or higher. Upon termination of employment or termination of the Work From Home Agreement, all City property will be returned to the City within 2 business days, unless other arrangements have been made.

Riverdale City will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. The City will also reimburse the employee for business-related expenses, such as shipping or mailing costs, that are reasonably incurred in carrying out the employee's job and with prior approval from their supervisor.

The employee will establish an appropriate work environment within his or her home for work purposes. Riverdale City will not be responsible for costs associated with the setup of the employee's home office.

Rules and Policies

All City rules and policies, including those set forth in the Riverdale City Personnel Policies Handbook, apply while working from a designated workspace. .

Employees working from a designated workspace understand that their computers and internet may be monitored by the City periodically during their work time.

Designated Work Time

Employees must follow their regular assigned work schedule, unless otherwise discussed with and approved by the employee's supervisor. All arrangements for childcare, elder care, repair persons, etc. must be arranged so as not to interfere with the employee's regular work schedule.

Time Keeping

Employees who are nonexempt from the overtime requirements of federal laws will be required to accurately record all hours worked and submit accurate time records to their supervisor. Overtime hours will require the advance approval of the employee's supervisor. Failure to comply with these requirements may result in the immediate termination of the remote working arrangement.

Confidentiality and Security

Employees working remotely are reminded that even if they are working from a designated workspace, they are bound by any confidentiality and/or security policies contained in Riverdale City Personnel Policies Handbook. Thus, consistent with City expectations of information security for employees working in the office, remote employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include regular password maintenance, locked file cabinets and desks to store sensitive information, and any other measures appropriate for the job and the environment of the designated workspace. Employees are advised not to release their home address and telephone number to

citizens or third parties. Employees shall not meet volunteers, clients, citizens, co-workers, or customers at home. Any questions regarding the Work From Home Policy may be directed to your supervisor or Human Resources.

Temporary Arrangements

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects, or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the City and with the consent of the employee's health care provider; if appropriate.

All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the City.

Work From Home Policy Acknowledgment of Receipt and Agreement

I _____ acknowledge that I have received a copy of the Work From Home Policy and that I agree to abide by it at all times. I understand that the Work From Home Policy represents current Riverdale City policy, that it does not affect my status as an at-will employee, and that Riverdale City retains the right to change or rescind the Work From Home Policy at any time as the city deems necessary. Please list the details of the work from home agreement between the employee and the supervisor below (including effective dates, days of the week and hours to be worked, equipment to be used and who will supply it):

Employee Signature: _____

Supervisor Signature: _____

This form must be filed with Human Resources before the agreement becomes effective.

10-20 Americans with Disabilities Act (ADA)

Purpose

This policy ensures Riverdale City complies with the Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA), prohibiting discrimination against qualified individuals with disabilities and requiring reasonable accommodations to enable them to perform essential job functions. This policy applies to all applicants and employees of Riverdale City.

Policy Statement

- Riverdale City does not discriminate against qualified individuals with disabilities in any aspect of employment, including application procedures, hiring, advancement, compensation, training, discharge, or other terms, conditions, and privileges of employment.
- The City will provide reasonable accommodations to qualified individuals with known disabilities, unless doing so would cause undue hardship or pose a direct threat to the health or safety of the individual or others.

Definitions

- **Disability:** A physical or mental impairment that substantially limits one or more major life activities, a record of such an impairment, or being regarded as having such an impairment.
- **Qualified Individual:** An individual who, with or without reasonable accommodation, can perform the essential functions of the job.
- **Reasonable Accommodation:** Modifications or adjustments to the job application process, work environment, or the way a job is performed, enabling a qualified individual with a disability to have equal employment opportunities.
- **Undue Hardship:** An action requiring significant difficulty or expense, considering the city's size, resources, and operations, or that creates a burden on another employee.

Procedures

1. Requesting Accommodation

- Applicants or employees may request an accommodation verbally or in writing at any time. The request does not need to mention the ADA or use specific language.
- All accommodation requests should be directed to Human Resources.
- Documentation may be requested to support the need for accommodation, and to properly identify precise limitations.

2. Interactive Process

- Human Resources will engage in a timely, good-faith interactive process with the individual and relevant supervisors to identify potential reasonable accommodations considering the individual's needs and the essential functions of the job.

3. Determining Accommodation

- Human Resources, with the input of the City Attorney, and the relevant supervisors, will review the potential accommodations discussed with the employee during the interactive process and make a determination on the

reasonableness of the accommodations and the ability of the City to provide the accommodations.

- Human Resources will provide a written determination to the employee as soon as practicable, detailing whether the accommodations can or cannot be made, along with the terms of the accommodation or next steps.

4. Implementation and Follow-Up

- Human Resources, with consultation from the supervisor, will monitor the effectiveness of the accommodation and make adjustments as needed.
- The employee may also reach out to their supervisor or Human Resources if their needs or circumstances change and the accommodation needs to be adjusted.

5. Confidentiality

- To the extent possible, all information regarding disability and accommodation requests will be kept confidential and maintained in separate files from personnel records.

Direct Threat and Safety

- Applicants or employees who pose a direct threat to the health or safety of themselves or others, which cannot be eliminated by reasonable accommodation, may be denied employment or may be placed on paid administrative leave until the interactive accommodation process and determination can be completed.

Illegal Drug Use

- Individuals currently using illegal drugs are not protected under this policy. However, those who have completed or are participating in a rehabilitation program for drug and alcohol use and are not currently using illegal drugs may be eligible for accommodation.

Responsibilities

- **Human Resources:** Responsible for implementing this policy, handling accommodation requests, maintaining confidential medical files according to the law, and ensuring compliance with the ADA.
- **Managers/Supervisors:** Must refer accommodation requests to Human Resources and participate in the interactive process as needed.
- **Employees:** Responsible for requesting accommodation and participating in the interactive process.

10-21 Mental Health Resources for First Responders and Families

Riverdale City recognizes the importance of mental health in the well-being and effectiveness of first responders. The City will provide or make available mental health resources to eligible individuals as outlined in state law, ensure all information remains confidential, and maintain a designated liaison to assist with access.

To ensure Riverdale City provides or makes available mental health resources to first responders and their eligible family members in compliance with Utah Code § 53-21-102.

Chapter 11 RETIREMENT BENEFITS AND PENSIONS

11-1 Retirement Plan

Riverdale City participates in several different retirement plans for full-time and eligible part-time City employees. Each eligible employee should contact the City Payroll Department for details on applicable retirement plans.

Upon qualification, full-time and eligible part-time City employees may retire pursuant to the provisions set forth in the applicable retirement plan. Employees shall notify their department supervisor at least ninety (90) days prior to their anticipated retirement date to make arrangements for commencement of applicable retirement plan benefits and to allow for replacement of the retiring employee.

Employee participation in a retirement plan does not in any way constitute a contract of employment nor a guarantee of employment with the City until retirement.

11-2 Tier 2 Coverage of Elected and Appointed Officials with Utah Retirement Systems

For purposes of Utah Retirement Systems (URS) coverage, the City classifies all Tier 2 elected officials as part time ineligible. The City classifies appointed Board of Adjustment members and Planning Commission members as part time ineligible and appointed City Recorder and Treasurer as full time eligible. Other eligibility for retirement coverage under URS shall be administered in accordance with the statutory rules governing URS.

11-3 Retiree Health Insurance Program

It is Riverdale City's desire to offer a Retiree Health Insurance Program that will provide needed coverage to retirees that would bridge the gap from retirement to becoming eligible for Medicare, or to obtain other insurance coverage. The Retiree Health Insurance Program is the same plan that active employees have. Employees choosing to participate in the Retiree Health Insurance Program are treated as all active employees, as far as open enrollment, rate changes, etc are concerned. The Retiree Health Insurance Program plan covers Medical and Dental if you are currently covered on these plans when you retire; however, you are not required to take both.

Eligibility Requirements

To participate in the Retiree Health Insurance Program, the employee must meet the following eligibility criteria:

1. The employee must have at least ten (10) years of continuous credited service as a benefit eligible employee.
2. The employee must be age fifty five (55) or older.
3. The employee must retire from the city in good standing.
4. The employee must be a qualified beneficiary under COBRA, thus eligible for COBRA coverage under the city's medical and dental insurance plan. This means the

employee, as well as the spouse, and any dependent children to be covered, must have been covered under the city's insurance on the day before a qualifying event.

5. Automatic payment of premiums from the retirees checking/savings account is required to participate in the program.

Retiree Insurance Coverage

1. Retiree coverage provided includes only the medical and dental coverage offered to employees and their families through the city's plan.
2. Retirees who maintain continuous coverage may do so until age 65 or until they become eligible for Medicare coverage.
3. In the event the eligible retiree turns 65 years old or dies, their spouse who was enrolled in the plan at the time of the event, may continue coverage until they reach age 65 or until they become eligible for Medicare coverage.
4. Retired employees and/or dependants who decline or drop coverage participation may not have it later reinstated.

Payment of Premium

The retiree is responsible to pay the full premiums on a monthly basis through automatic payment as follows:

1. From the date of retirement to the end of the 18th month after retirement, the retiree pays 102% of the current premiums.
2. From the 19th month until the retiree reaches Medicare age (currently 65), the retiree pays 130% of the current premiums.

Premiums shall be paid in advance, due on the first day of each month. Failure to pay the premium within 30 days at any time during coverage will result in cancellation of coverage. Once coverage is cancelled for non-payment, the retiree cannot be reinstated in the program.

Enrollment

Employees planning to enroll in the Retiree Health Insurance Program should contact the Human Resources Office at least 30 days prior to their scheduled retirement date to arrange for enrollment. Retirees who do not choose to participate in the program within the COBRA election period are not eligible to participate at a future date.

Chapter 12 COMPENSATION AND WORK HOURS

12-1 Employee Compensation

A. Overview

Riverdale City's compensation policies and programs are designed to assist in creating an environment which will:

- attract, develop, retain, and reward high quality staff at all levels of responsibility;
- provide the foundation for internal equity through consistent application of job evaluation, position evaluation, and pay programs;
- pay wages and salaries which are competitive with the prevailing rates for similar employment in the labor markets;
- foster staff understanding of, and reward staff on the basis of performance and contribution to the city's missions through an incentive pay program;
- maintain a compensation program that promotes ease of administration;
- comply with all state and federal laws and regulations.

B. Compensation Model

a. Modified Grade and Step

The City will utilize a matrix of grades and steps to compensate all employees.

b. Grade

Each grade on the Grade and Step Model will represent a clearly defined job description, which should closely match each City-approved job description. All employees whose jobs fit within a particular job description will be compensated within the steps of that grade.

c. Step

All employees will fall within one of 18 steps on the Grade and Step Model.

C. Technology Net[®]

a. Technology Net[®]

Technology Net[®] is a national company that provides salary information which has been accumulated from various governmental entities. Riverdale City utilizes the information available from Technology Net[®] to establish the wage ranges for each full-time position within the City. Part-time, temporary and seasonal positions may utilize the survey to help determine wage ranges, but will ultimately be determined by the Department Head with approval from the City Administrator and Human Resources.

b. Technology Net[®] Job Descriptions

In order to utilize the Technology Net[®] information, it is necessary that each City-approved job description be as closely matched as possible to the job description on the Technology Net[®] Survey.

c. Technology Net Survey Information

Although Technology Net[®] provides survey information for many counties and service districts, Riverdale City has chosen to compare the salary information of all participating Utah cities, Wasatch Front counties and applicable service districts. Those entities whose information is more than two years old will not be used until their information is again current. In January of each year, the City will use the information from the survey to determine the minimum and maximum of each grade in preparation for the budgeting process.

D. Grade and Step Matrix

a. Using Survey Averages

All participating cities and counties report a pay range for each job description. The Technology Net[®] survey information will be used to determine the average minimum and maximum paid by all Utah cities, select counties and special service districts who participate in the survey. Utilization of the average is based on the city's desire to compensate employees better than most cities. It is acknowledged that not all cities and counties in Utah participate in the survey and that generally larger, higher paying cities are participating. Using an average of these cities and counties should provide the city with a more competitive wage scale.

b. Minimum Average

The lowest step in the city's Modified Grade and Step will be the average minimum wage range reported on the survey for each job.

c. Maximum Average

The highest step in the city's Modified Grade and Step will be the lesser of 110% of the average maximum wage range reported on the survey for each job or the highest maximum reported on the survey for that specific job. The 110% factor is used to assure that Riverdale City pays better than other cities and counties.

d. Step Calculations

Steps will be established by taking the minimum and maximum and evenly distributing the dollar amount of the pay range between all 18 steps.

E. Annual Adjustments

a. Date of Adjustment

Each year on July 1st, all employees whose work is at least satisfactory will be eligible for a step increase if:

1. They have been employed with the city for at least one year, or,
2. If hired within the last twelve months, the employee has successfully completed their 6-month probationary period.

b. Amount of Adjustment

Employees whose work is at least satisfactory will be eligible to advance to the next step in their grade. In the event that new survey data would create a reduction in employee pay, the employee will still move to the new step, but will not receive a reduction in pay.

c. Budget Shortfalls

In the event that the annual cost of the matrix adjustments and step increases exceed the amount approved by the City Council for the payroll budget, all grades will be adjusted by the same percentage reduction to conform to the budget.

F. Exceptions

a. Job Descriptions

Technology Net[®] job descriptions are intended to closely match the City's job descriptions. It is expected that employees are compensated at their highest skill level as long as that skill is a substantial part of their job and required by the city to perform their specific job. In the event job descriptions from Technology Net[®] are not available or do not match closely, the Department Head, with approval from the City Administrator and Human Resource Manager, shall determine the minimum and maximum steps for this job.

b. Unsatisfactory Job Performance

In the event that an employee's work is unsatisfactory, the employee will not be eligible for a step increase nor for any increase due to adjustments in the survey wage data. This exception may result in an employee's wages not matching a specific step in his/her grade. Once performance has improved to a satisfactory level, the Department Head may, with approval from the City Administrator, award the lost step increase to the employee.

G. New Employees/Promotions/Demotions/Merit Increases

a. New Employees

New employees will generally be replacing former employees and will normally be placed on the same grade as their predecessor. The Department Head, with approval from the City Administrator, will have the latitude to place new employees on the step that is most appropriate for the education, experience or other factors that the new employee brings to the job.

b. Promotions

The Department Head, with approval from the City Administrator, will have the latitude to place promoted employees on the step that is most appropriate for the education, experience or other factors that contributed to their promotion or selection for the job.

c. Demotions

When employees are voluntarily or involuntarily demoted, the employee will be moved to their new grade and step by the Department Head with the approval of the City Administrator.

d. Department Restructuring

When employees are moved from one grade to another due to restructuring of their department, the employee will be moved to the step that matches the current pay or if the pay does not match, the next higher step.

e. Other Merit Increases

Staying within appropriated department budget constraints, other increases may be awarded to employees for special circumstances, these increases will allow the Department Head, with the approval of the City Administrator, to move an employee from their current step to a higher step.

H. Incentive Pay Program

a. Overview

Each year, the City Council will appropriate a set amount that will be used to fund the Incentive Pay Program. These incentives are intended to reward employees based on their performance evaluation in relative comparison with the performance evaluations of other employees within their department.

b. Calculation of Incentive

Incentives will be calculated using the following formula:

1. Total year-to-date regular wages will be determined through the end of November for each employee who is eligible.
2. Total wages will be multiplied by the average Job Performance Evaluation score (as determined in I. below).

3. Incentives will be calculated by taking the product of #2 above, divided by the total product of all employees within their department, multiplied by the amount of the budgeted Total Incentive allocated to their department..
4. Employees who have an average Job Performance Evaluation score of less than 2.5, or who are on probationary status on the date of payment for disciplinary reasons, will not be eligible for incentive pay.
5. Employees hired within the last twelve months will not be eligible for incentive pay unless they have successfully completed their 6-month probationary period by October 31.

c. Date of Pay

Department Heads will award incentive pay on the mid-December payroll.

d. Immediate Rewards

Immediate rewards, not to exceed \$25 in value, are available to Department Heads for distribution to employees for special recognition of accomplishment. These rewards are intended as a nominal, but immediate and timely, recognition of performance as contrasted with the annual incentive pay awarded for the full impact of the employee's overall performance.

I. Job Performance Evaluations

Job Performance Evaluations will be completed in October of each year and reviewed with the employee and used for purposes of communication, instruction, guidance, and in conjunction with the incentive pay in H. above.

Each section of the Job Performance Evaluation will be scored as follows:

- a. Unsatisfactory = 1
- b. Needs Improvement = 2
- c. Satisfactory = 3
- d. Above Average = 4
- e. Excellent = 5

Unless an employee is placed on probationary status for disciplinary reasons in the interim, the yearly evaluation will be used for purposes of the incentive pay calculations in H. above.

J. Performance Pay Program

In an effort to promote efficiency, productivity, innovation, and mutually beneficial business practices, the City Administrator, coordinating with Department Heads where necessary, is authorized to award up to 33% of the budgeted monthly base pay of any vacant, authorized position on an interim basis to any employee(s) who take upon themselves additional responsibilities as an attempt to assist the City in accomplishing its service objectives, while at the same time forgoing or postponing the hiring or replacing

of an authorized position. These payments may be made on a monthly basis, or at the discretion of Administration as a lump sum at the conclusion of successful efforts.

K. Communication

With all steps of the compensation and evaluation process, it is intended that communication between all parties be open and frank. There are no portions of the process that should not be discussed with each individual employee. Highlighting the communications between Department Head and employees should be the discussions regarding job performance, job descriptions, and how they relate to the Technology Net[®] survey, Grade and Step compensation, and calculations involving incentive pay and the performance evaluation.

12-2 Work Schedules, Days, and Hours

Work schedules, days, and hours are determined and administered by the Department Head to meet the needs and expectations of the public within the limits of funding appropriated by the City Council.

Regular and prompt attendance at work is required of all employees as a condition of employment. When an employee has not scheduled time-off with his/her supervisor and does not report at the regularly scheduled time, the employee shall be considered absent.

Time worked shall begin when the employee arrives at work and shall end when the employee leaves work. Each employee is responsible for accurately recording time worked and leave taken in the manner designated by the City.

Employees may take a compensated 15 minute break period for every four (4) hours worked as directed by their supervisor. For example, an employee is entitled to two (2) compensated 15 minute work break periods in an 8 hour work day. If an employee chooses to not take a break, no additional compensation will be given. Breaks not taken during the day are not to be used as a means of terminating the day early.

An unpaid meal period is provided to any employee who works a minimum of six (6) hours per day. The normal meal period should occur approximately halfway through the workday as directed by their supervisor. However, certain departments may require alternate meal periods as determined by their supervisor with consideration to the length of their work schedule. The length of the meal period may vary from thirty (30) minutes to one (1) hour according to the needs of the department. Non-exempt employees must excuse themselves from all duties during the meal period or the meal period must be compensated.

12-3 Fair Labor Standards Act

All employees shall comply with the provisions of the Fair Labor Standards Act (FLSA) as amended and the Department of Labor regulations issued there under pertaining to compensation for overtime work. Employees must obtain supervisory approval before

working overtime. Working overtime without prior approval may result in discipline, but all hours worked will be compensated.

Employees classified as FLSA non-exempt are entitled to overtime pay at one and one-half (1½) times the employee's regular rate of pay for hours worked in excess of forty (40) in a workweek, unless provided compensatory time as described below.

Sworn law enforcement officers may be scheduled under the 207(k) exemption of the FLSA and are entitled to overtime after forty-three (43) hours worked in a seven (7) day period.

Firefighters may be scheduled under the 207(k) exemption of the FLSA and are entitled to overtime after ninety-one (91) hours worked in a 12-day work period.

In accordance with the provisions of the FLSA, certain positions are "exempt" from the payment of additional money for overtime worked. Employees classified as FLSA exempt are paid on a salary basis and are not eligible for overtime or compensatory time.

Work periods: For the purpose of complying with the requirements of the FLSA, the work week shall consist of:

- All general employees, which excludes Firefighters and Sworn Police Officers, seven days beginning 12:00 a.m. Saturday and ending at 11:59 p.m. Friday.
- Full time Firefighter work periods shall consist of 12 days of 91 hour increments beginning 12:00 a.m. on the first day and ending at 11:59 p.m. on the twelfth day.
- Part time Firefighter work periods shall consist of 15 days of 114 hour increments beginning 12:00a.m. on the first day and ending at 11:59 p.m. on the fifteenth day.
- Sworn Police Officers work periods shall consist of 7 days of 43 hour increments beginning 12:00 a.m. Thursday and ending at 11:59 p.m. Wednesday.

Joint employment: A City employee shall not serve as a volunteer for the same job in which he/she is employed by the City.

For Firefighters working 48 hour shifts, the amount paid to the employee for the number of hours worked in excess of the maximum hours allowed shall be calculated based upon 2821 hours per year.

12-4 Compensatory Time (Comp Time)

Department Heads should make every attempt to minimize comp time, and comp time should only be allowed for relatively unusual occurrences. When extra time is worked in a day, the Department Head should make efforts to adjust the work schedule on subsequent days to eliminate or reduce the comp time.

All non-exempt employees as determined by the FLSA must be paid time and one half or given compensatory time (comp time) at the rate of time and one half for all hours worked:

- Over 40 hours per work period (7 days) for general employees;
- Over 43 hours per work period (7 days) for sworn police officers; or
- Over 91 hours per work period (12 days) for firefighters;
- Over 114 hours per work period (15 days) for part time firefighters

For pay purposes, the use of annual leave, sick leave, holiday leave and comp time shall be paid at straight time and shall not be included as time worked for overtime calculation. However, in the event a non-exempt employee is called in, or remains on the job, and actually works during an exigent circumstance, then at the discretion of the Department Head, said employee may be granted overtime for said exigent circumstance work time..

Police Officers who have been trained as Field Training Officers (FTO) and are actively training a new hire will receive one hour of comp time for each shift spent training a new hire.

At the discretion of the Department Head, an employee may accrue holiday comp-time when a holiday is worked, instead of receiving holiday pay. When holiday comp-time is used, such time shall not be included as time worked for the calculation of overtime. On-call or standby time shall be excluded from time worked as permitted under the FLSA.

- a. As a condition of employment, all employees shall indicate their agreement with and understanding of Riverdale city's comp time policy by signing the Employee Acknowledgement Form at the time they receive this Personnel Policy Manual. Additionally, all employees desiring to accrue comp time in lieu of being paid overtime shall designate such desire in writing by signing the Compensatory Time Off Agreement form.
- b. Employees shall not maintain a comp time balance greater than 80 hours beyond the end of each calendar year without the written permission of the City Administrator. If more than 80 hours are accrued as of December 31 of each year, the excess comp time shall be paid to the employee at the employee's current wage rate on the January 15 pay check.
- c. When a non-exempt employee terminates employment with the city, the employee will be fully compensated for all unused comp time.

12-5 On-Call and Call-Back Compensation

It is the City's desire to meet the expectations of the public and especially our residents in times of emergency circumstances. In keeping with this philosophy, the City desires to treat employees fairly and adopts this section of policy for employees who are expected to render such service.

During non-scheduled hours, on-call employees shall carry a pager and be able to respond to the City within 30 minutes of the page. On-call employees are prohibited from using alcohol while on-call. These employees shall be considered on standby and

shall receive on-call compensation of one (1) hour for each day of on-call duty. This assignment shall rotate among those employees qualified to respond.

Employees who are called back for an emergency or non-emergency event will be paid a minimum of (2) hours regardless of how long the event lasts. If the event runs longer than (2) hours the employee will be paid for actual time worked or time and one-half should it become an overtime situation per FLSA.

12-6 Pay Day

The City pays employees semi-monthly on the 15th and the last day of the month (or the last business day prior if these dates fall on Saturday, Sunday, or a legal holiday).

12-7 Time Reporting

The City requires accurate and complete reporting of all hours worked so that employees are properly paid in compliance with federal and applicable state wage and hour laws, including the Fair Labor Standards Act. This policy applies to all non-exempt employees and where required by the City, to exempt employees for recordkeeping purposes.

Non-exempt employees must record all time worked each workday using the City's designated timekeeping system. Time records must be accurate, complete, and submitted on time. Employees may not work "off the clock", perform work before clocking in, continue working after clocking out, or alter time records without authorization.

All time spent performing work for the City must be recorded and paid, including time spent responding to work messages, performing job duties outside scheduled hours, and any other work the City knows or should know is being performed.

Exempt employees are not required to record hours worked on a day to day basis, however, exempt employees are required to have scheduled and approved any time off of 4 hours or more with their supervisor or Department Head and must record on their timesheet the date of any vacation or sick leave used of 4 hours or more.

It is every employee's responsibility to sign/submit his or her timesheet to certify the accuracy of all time recorded. The immediate supervisor will review and approve the timesheet before submitting it to Payroll for final approval.

12-8 Non-Exempt Employee Travel Time Compensation

Employees in positions classified as non-exempt under the FLSA may be eligible for compensation for the time they spend traveling.

Travel between home and work or between the hotel and worksite is considered normal commuting time and is not eligible for compensation.

If an employee requests a specific travel itinerary or mode of transportation that is different from the one authorized by the City, only the estimated travel time associated with the itinerary and mode of transportation that has been authorized will be eligible for compensation.

Any portion of authorized travel time on any day of the week, including Saturday and Sunday, is treated as work hours. Travel time will be paid at the employee's regular hourly rate and will be factored into overtime calculations.

Employees are responsible for accurately tracking, calculating and reporting travel time on their time sheets in accordance with this policy.

Meal periods should be deducted from all travel time.

12-9 Shift Trading

All shift trades must be approved in advance by the Department Head or his/her designee. Shift trading is voluntary and done solely at the employee's request. Personnel filling in on a shift trade must be qualified to perform all duties of the person they are replacing. In order to minimize overtime liability to the departments, shift trading is limited to one trade per work period (see section 12-3 for work periods). Additional shift trades may be authorized by the Department Head or his/her designee. Once the shift trade has been approved, the employee who will be filling the shift is responsible for that shift. All hours shall be accounted for by the employee on the time sheet during which the hours were worked.

12-10 K-9 Care and Handler Compensation

L. Overview

The purpose of this policy is to establish special terms and conditions of employment for the care of the City's K-9 Officer and the compensation of the City's K-9 Handler.

This policy is not a contract and is not intended to change the employment arrangement between the City and the K-9 Handler; it does not create any long term agreement, vested right or any new and different employment status between the City and the Handler.

M. Expenses Related to K-9 Officer Care

- a. The Police department will pay the cost of dog food, grooming, supplies, services and veterinary expenses.
- b. All veterinary treatment must be pre-approved by the Police Department unless an emergency condition exists. The Police Department further reserves

the right to determine if the expenses to be incurred outweigh the value of the canine to the needs of the Police Department.

- c. The Police Department shall provide a kennel, or the funding to install such, enclosure approximately five feet by ten feet (5'x 10') to include enclosure, ground surface and roof on property designated by the Handler.

N. K-9 Handler Compensation for Care

Handlers will be compensated for 7 hours of pay per bi-monthly pay period, in addition to actual hours worked, based on a reasonable estimate of the actual amount of time spent caring for, grooming, feeding and otherwise maintaining the canine during off duty hours. Written authorization from the Police Chief, or his designee, must be obtained to perform such work for more than 7 hours.

D. Other Provisions

If a canine that is owned by the Police Department becomes permanently disabled or is no longer able to perform its duties, as determined by the Police Department within its sole discretion, the Handler shall be offered the first opportunity to purchase the canine at a reasonable price. If so purchased, neither the Handler nor the canine will be entitled to any benefits described in this policy, unless the Handler is assigned another Police Department owned canine. If purchased, the canine shall become the sole responsibility of the purchaser and the purchaser waives all claims against the City.

Chapter 13 SUBSTANCE ABUSE AND DRUG FREE WORKPLACE

13-1 Policy Statement

The City believes that a healthy and productive work force, safe working conditions free from the effects of drugs and alcohol, and maintenance of the quality of services rendered by the City are important. The abuse of drugs and alcohol creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased financial burden on health and benefit programs, increased workplace theft, decreased employee morale, decreased productivity, and a decline in the quality of services. It is the policy of the City to maintain a work environment free from the unlawful manufacture, distribution, sale, dispensation, possession, or use of controlled substances or alcohol.

Therefore, the City hereby adopts this Policy for testing employees and prospective employees as related to drugs and alcohol in the workplace. Employment with the City is conditional upon compliance with this policy.

Employees who hold positions the City designates as safety-sensitive, as authorized by law or ordinance, are subject to additional requirements, including pre-employment drug testing. Safety-sensitive positions include, but are not limited to:

1. Positions where an employee is subject to drug and alcohol testing under the Omnibus Transportation Employee Testing Act of 1991, including but not limited

to: commercial driver licensed positions (CDL) or anyone operating City vehicles and equipment.

2. Positions that require an employee to carry or have access to firearms or class A explosives. This includes but is not limited to public safety officers.
3. Positions involved in work that requires an employee to have access to controlled substances. This includes but is not limited to medical personnel and law enforcement personnel.
4. Positions where the actions of an employee directly impact the safety and welfare of the general public, including but not limited to: crossing guards, radio dispatchers, law enforcement personnel, firefighters and utility providers.
5. Positions that require an employee to have any level of Peace Officers Standards and Training (P.O.S.T.) certification. This includes but is not limited to law enforcement and correctional officers
6. The City's Building Official/Building Inspector.
7. The City's Code Enforcement Officer.

Employees must notify their direct supervisor within five (5) calendar days when convicted under federal or state criminal statute regulating the manufacture, distribution, dispensation, possession, or use of a controlled substance.

13-2 Drug & Alcohol Testing Policy Definitions

For the purposes of this policy:

- * "Alcohol" Alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol no matter how packaged or in what form the alcohol is stored, utilized or found.
- * "Drugs" used in this policy refer to and include all drugs, paraphernalia, controlled substances, or mood or mind altering inhalants, any of which were not prescribed by a licensed physician/dentist in the United States for the person taking or in possession of the drug or substance, or which have not been used as prescribed or directed.
- * "Drug Paraphernalia" means objects used to manufacture, compound, covert, produce, process, prepare, test, analyze, pack, store, contain, conceal, and/or to inject, ingest, inhale, or otherwise introduce a drug into the human body.
- * "Employee" means any person in the service of the City whether for compensation or as a volunteer.

- * "Prospective employee" means any person who has made application for employment with the City and to whom the City has offered employment, conditioned upon the results of a drug and alcohol test.
- * "Conviction" means a finding of guilt (including a plea of no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal statutes.
- * "Criminal Drug Statute" means a Federal or State criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance. Except as provided in Title 26, Chapter 61a, Utah Medical Cannabis Act.
- * "MRO" means Medical Review Officer, charged with reviewing and interpreting test results and determining any alternate medical explanations.
- * "Drug Policy Coordinator" is the City employee specifically designated to administer the Drug and Alcohol Testing Policy and through whom any procedures, or disciplinary or rehabilitative action regarding this policy, must be reviewed and approved. The Drug Policy Coordinator is the City Administrator or other person designated by the City Administrator.
- * "CDL-Commercial Driver's License" is the license required to operate a commercial vehicle.
- * "Prescription Drug" are those medications (containing drugs or other controlled substances) that are prescribed to an individual by an authorized physician. Employees must notify their supervisor or Human Resources if they are taking a lawfully prescribed medication, including medical cannabis, that could impair their ability to safely and effectively perform their job duties.
- * "Positive Test" any test result showing a blood alcohol content of 0.04 or greater or the presence of any Drug other than a prescription drug in the test subject. Except as provided in Title 26, Chapter 61a, Utah Medical Cannabis Act.
- * "Refusal to Submit to Testing" failure to provide a testing sample without a valid and verified medical explanation, after the employee has received notice that he/she is being tested and a sample is required, or engages in conduct that clearly obstructs the testing process.
- * "Reasonable Suspicion" knowledge sufficient to induce an ordinarily prudent and cautious person under the circumstances to believe that a prohibited activity is occurring.
- * "Safety Sensitive Duties" any duties requiring a Commercial Drivers License, or which directly affects the safety of employees, the general public, or positions where there is access to controlled substances, as defined in Utah Code Title 58, Chapter 37, Utah Controlled Substances Act, during the course of performing job duties.

* “Sample” means urine, blood, breath, saliva or hair.

13-3 Testing Policy

It is the policy of the City to test employees and prospective employees for the presence of drugs or alcohol, according to the provisions set forth below, as a condition of hire or continued employment. Any employee or prospective employee failing or refusing to take the test will not be eligible for employment, or if employed, may be subject to termination. If an employee's breath alcohol concentration is .04 or more, a second breath specimen shall be tested approximately 10 minutes later. The results of the second test shall be determinative, however the employee may ask for a blood test after the second positive breath specimen. The City shall consider as negative all confirmed positive drug and alcohol test results with a medically sufficient explanation.

*Safety sensitive positions include any duties requiring a Commercial Drivers License, or the duties performed directly affects the safety of employees, the general public, or positions where there is access to controlled substances, as defined in Utah Code Title 58, Chapter 37, Utah Controlled Substances Act, during the course of performing job duties.

Testing will follow applicable state and federal standards to ensure reliable results, employee privacy, and proper verification of positive tests. The City will pay the cost of required testing, and testing time will be considered work.

The City recognizes the legal status of medical cannabis under Utah law and prohibits adverse employment actions against employees for their lawful use of medical cannabis, except as provided by Utah Code Ann. § 34A-5-115. As such, the City will not take adverse action against an employee solely for the use of medical cannabis or for being a medical cannabis cardholder unless the City would take the same action for another prescribed controlled substance used in accordance with state law.

- Notwithstanding the foregoing, the City may take adverse employment actions against an employee or prospective employee solely for failing a drug test for the use of medical cannabis or for being a medical cannabis cardholder where the application of this policy would: (1) jeopardize federal funding; (2) a federal security clearance, or any other federal background determination required by the employee's position; or (3) if the employee's position is dependent on a license or peace officer certification that is subject to Federal Regulations, including 18 U.S.C. Sec. 922(g)(3).
- Before taking adverse employment action against an employee solely for the use of medical cannabis or for being a medical cannabis cardholder, the City shall (1) consult with legal counsel; and (2) obtain approval from the City's governing or appointing authority (*e.g.*, City Council, City Administrator, or Mayor, depending on the City's form of government).

- A. The City shall require the testing of employees and prospective employees, including management, on a periodic basis, under the following circumstances and purposes:
1. **Pre-Employment Testing.** All prospective employees shall be tested for drug and alcohol usage prior to being placed for employment. All job applicants shall be informed of the policy at the pre-employment interviews. A copy of this policy shall be available for review by all job applicants. All prospective employees shall be required, prior to being hired by the City, to sign the acknowledgment form, agreeing to abide by the terms of this policy. The City will exclude from employment any job applicant or prospective employee who refuses to abide by the terms of this policy. Any prospective employee whose pre-employment drug and alcohol test results in a confirmed positive and who does not have a medically sufficient explanation (as determined in the sole, but reasonable, discretion of the MRO), may reapply for employment with the City after six months from the date of such test. If the City hires a prospective employee, he or she must have first successfully passed the above-referenced pre-employment drug and alcohol test, and thereafter he or she will be subject to all the procedures and requirements for drug and alcohol testing as set forth in this policy.

In addition, any employee who has taken an extended leave of absence of six months or longer must be retested under this section before returning to work.

2. **Reasonable Suspicion Testing.**

A. When a designated supervisor makes a determination that there is a reasonable suspicion to believe that an employee performing or assigned to safety sensitive positions is using, is under the influence of, or is in possession of alcohol or controlled substances, the employee shall be subject to drug/alcohol testing.

1. The Supervisor making the determination that reasonable suspicion exists shall submit written documentation setting forth the specific, contemporaneous articulable observations concerning the appearance, behavior, speech or body odors of the employee which resulted in the reasonable suspicion determination. Reasonable suspicion of use of a controlled substance may also be based on observation of indications of the chronic and withdrawal effects of controlled substances.
 - a. The required observations underlying reasonable suspicion testing must be made by a supervisor or City official who has received at least two (2) hours of training on the physical, behavioral, speech and performance indicators of alcohol and drug use.

- b. Observations underlying the reasonable suspicion testing must be documented in writing and signed by the supervisor or city official within twenty four (24) hours or before the results of the test are announced, whichever is later.
 2. Reasonable suspicion testing may not be conducted by the same supervisor who makes the reasonable suspicion determination.
 - B. Special requirements associated with reasonable suspicion alcohol testing.
 1. Alcohol testing is authorized only if the observations set forth above are made during, just proceeding, or just after the performance of safety sensitive functions.
 2. If an alcohol test is not administered within two (2) hours following the identification of reasonable suspicion, the supervisor must prepare and maintain documentation stating why the test was not administered within two (2) hours.
 3. If an alcohol test is not administered within eight (8) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer an alcohol test and shall prepare and maintain documentation stating why the test was not administered within eight (8) hours.
 - C. Special requirements associated with reasonable suspicion drug testing.
 1. If a drug test is not administered within thirty two (32) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer a drug test, and shall prepare and maintain documentation stating why the test was not administered within thirty two (32) hours.
 - D. Upon required testing due to reasonable suspicion, the employee tested shall not engage in the operation of any City equipment or engage in any employment related duties, which his/her supervisor deems dangerous to himself/herself or others until the results of the tests are received and the employee is released back to work by the Drug Policy Coordinator.
3. **Return to Duty Testing.** If the City returns to duty an employee who is assigned to a safety sensitive position after he or she has voluntarily sought rehabilitation for drug or alcohol abuse and has successfully completed rehabilitation, such employee shall be entered into a program of unannounced drug and alcohol testing for a predetermined period of time at the sole discretion of the City.

4. **Post-Accident Testing.** The City may require employees in safety sensitive positions* to submit to a post-accident drug test if, based on the facts and circumstances of each case, there is an objectively reasonable basis for conducting such a test.

If a DOT recordable accident occurs – the driver must be drug tested within 32 hours and alcohol tested within 2 hours. An accident is considered to be a DOT recordable accident if the vehicle being driven has a gross vehicle weight rating of more than 10,000 pounds or a gross combination weight rating over 10,000 pounds used on public highways; or any motor vehicle designed to transport more than eight people, including the driver; or any vehicle displaying a Hazardous Materials placard (regardless of weight). A vehicle discovered to be transporting Hazardous Materials without a required placard should also be included; and any of the following conditions exist:

1. Fatality, or bodily injury requiring medical treatment away from the scene.
2. One or more vehicles is towed from the scene of the accident.

5. **Random Testing.** Employees assigned to, or performing, safety sensitive duties are subject to random drug/alcohol tests.

A. Random tests shall be:

1. unannounced; and
2. reasonably spread throughout the year.

B. Each employee within a testing pool must have an equal chance of being tested each time a random test is conducted.

- C. Employees required to hold a Commercial Driver's License (CDL) and drive commercial vehicles as a condition of employment may be tested as required by federal and/or state law.
- D. Any drug or alcohol testing shall occur during or immediately after the regular work period of current employees, and shall be deemed work time for purposes of compensation and benefits for current employees.
- E. Individuals will be tested on City premises or sent to an outside clinic or testing facility licensed to perform such tests. If an employee is sent to an outside clinic for a "Reasonable Suspicion" test, the employee must be driven to the facility by the supervisor or his/her designee. The employee must then be put on administrative leave until the results of the test are available. The supervisor must make arrangements or help the employee make arrangements to get home without driving him/herself.

- F. The City shall pay all costs of testing and transportation associated with a test required by the City.
- G. All sample collection and testing shall be performed under the following conditions:
 - 1. All samples will be collected in accordance with Utah Code Ann. §34-41-104 and under reasonable and sanitary conditions.
 - 2. Samples shall be collected and tested in a manner that (a) ensures privacy for the individual being tested; (b) reasonably prevents substitutions, tampering, or adulteration; and (c) requires documentation showing samples are labeled and sealed to avoid misidentification.
 - 3. An opportunity shall be provided for the employee or prospective employee to provide notification of any information that he or she considers to be relevant to the test, including identification of currently or recently used prescriptions or non-prescription drugs, or other relevant medical information.
 - 4. Sample collection, storage, and transportation to the place of testing shall be performed in a manner that reasonably precludes the probability of sample misidentification, contamination or adulteration.
 - 5. Sample testing shall conform to scientifically accepted analytical methods and procedures.
 - 6. Testing shall include verification or confirmation of any positive initial screening test by gas chromatography, gas chromatography-mass spectroscopy, or other comparably reliable method.
- G. In the case of urine testing, an employee or prospective employee will submit a split urine sample. A split urine sample shall consist of at least 45 ml of urine. The urine shall be divided into two specimen bottles, with at least 30 ml of urine in one bottle and at least 15 ml of urine in the other. If the test results of the 30 ml urine sample indicate the presence of drugs, the donor of the test shall have 72 hours from the time he is so notified to request, at his option that the 15 ml urine sample be tested for the indicated drugs, the expense of which shall be divided equally between the donor and the City. The test results of both samples may be considered at any subsequent disciplinary hearing.
- H. Drug and alcohol testing will be conducted in compliance with federal, state and local laws, including but not limited to Utah Code Ann. s 34-41-101 *et seq.*

13-4 City Action

The City will apply the cutoff levels for positive drug and alcohol tests as established by applicable federal and state law, including Department of Transportation (DOT)

standards where relevant . Upon receipt of a verified or confirmed positive drug or alcohol test result, which indicates a violation of this policy (and in the case of urine testing after providing the employee or prospective employee notice of the result of the initial test and the option to have the 15ml urine sample tested), or upon the refusal of any employee or prospective employee to provide a sample, the City may use that test result, or refusal as the basis for disciplinary or rehabilitative actions, which may include, but not be limited to, the following:

- A. Termination of employment.
- B. Refusal to hire a prospective employee.
- C. Any other disciplinary measures in conformance with the City's practices, policies, or procedures.

13-5 Confidentiality

All records relating to drug and alcohol testing will be maintained as confidential medical records and disclosed only to individuals with a legitimate business or legal need to know. Employees may request access to their own records in accordance with applicable law.

13-7 Miscellaneous

A copy of the City's Drug and Alcohol Testing Policy shall be distributed to and posted for all employees, and all employees shall be required to acknowledge receiving, reading, and acknowledging the policy. Copies shall be made available to prospective employees.

This policy applies to management as well as other employees.

Employees wishing assistance with overcoming drug or alcohol abuse may contact their supervisor or the Drug Policy Coordinator for information about counseling and rehabilitation programs.

13-8 Acknowledgment of Policy

The City shall require each employee to read this policy and sign a form, acknowledging that they have received and read a copy of this policy and agree to abide by its terms as a condition of continued employment. The signed acknowledgment shall be kept in each employee's personnel file.

13-9 Drug and Alcohol Policy Not a Contract

This Drug and Alcohol Testing Policy is the unilateral action of the City and does not constitute an express or implied contract with any person affected by or subject to the policy. Neither this policy nor any action taken pursuant to this policy assures or

guarantees employment or any terms of employment to any person for any period of time. The City may alter, terminate, or make exceptions to this policy at any time, at the City's sole discretion. This policy does not limit or alter the City's right to terminate any employee at any time for any reason.

Chapter 14 HARASSMENT AND RETALIATION

14-1 Prohibition Against Harassment and Discrimination

Employees may not engage in unwelcome verbal or physical conduct based on sex, race, color, religion, national origin, age, disability, pregnancy, genetics, gender identity, sexual orientation, and/or any other legally protected status under state or Federal Law. Employees may not be retaliated against for engaging in a legally protected activity.

Employees who experience or observe harassment must promptly report it to management or to Human Resources, regardless of whether they have spoken with the individual engaging in the conduct. Reports must be made even if the conduct occurs outside the workplace or is committed by a manager, elected official, coworker, customer, vendor, or any other person connected with City employment.

Employees who engage in harassment, retaliation, or knowingly fail to take appropriate action in response to a report may be subject to disciplinary action, up to and including dismissal, consistent with the City's disciplinary policy.

14-2 Types of Harassment

Harassment means unwelcome conduct tied to a legally protected status that:

1. is made a term or condition of employment, either explicitly or implicitly;
2. is used as the basis for employment decisions; or
3. has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal, non-verbal, or physical conduct of a sexual nature when:

1. submission to such conduct is made a condition of employment (quid pro quo); or
2. such conduct is severe or pervasive enough to create a hostile or offensive work environment.

Discriminatory harassment includes unwelcome conduct based on race, color, religion, sex, national origin, age, disability, pregnancy, genetics, veteran status, gender identity, sexual orientation, or any other protected status that creates a hostile, intimidating, or offensive work environment.

14-3 Retaliation

Retaliation is strictly prohibited. Retaliation means any adverse action taken against an employee because the employee:

1. reported or opposed discrimination or harassment in good faith;

2. participated in an investigation, proceeding, or hearing; or
3. engaged in legally protected whistleblowing or other protected activity in good faith.

Retaliation is prohibited whether it occurs on- or off-duty, in or outside of the workplace, and regardless of whether the individual is a current or former employee. Employees who engage in retaliation may be subject to discipline, up to and including dismissal.

14-4 Statement of Penalties for Misconduct

An employee's commission of acts of harassment, discrimination and/or retaliation will result in disciplinary action up to and including termination.

14-5 Reporting and Investigation

Employees may report discrimination, harassment, or retaliation to any of the following: their supervisor, Department Head, Human Resources, the City Attorney, or the Mayor. Employees do not need to follow the chain of command when reporting issues under this harassment policy. Complaints against the Mayor or members of the City Council will be referred to a qualified outside investigator selected by the City Council (if the Mayor is accused) or by the Mayor (if a Council member is accused). Reports may be verbal or written; written reports are preferred. Employees are expected to promptly report harassment, cooperate in investigations, and respect confidentiality. t.

The City will promptly and fairly review and, if appropriate, investigate reported concerns. Investigations may be handled internally or referred to an outside investigator. Reports and investigations will be handled as confidentially as possible, consistent with the need to gather information and take appropriate action. Participants in any harassment matter are expected to treat all information related to the matter as confidential, private, and protected. All information contained in harassment files is classified as Protected and/or Private under the Government Records Access and Management Act (Utah Code § 63G-2-101 et seq.). Information will be released only by the City's designated records officer, the City Attorney, or as otherwise required by law or court order.

The employee making the report and the accused will be notified when the investigation is concluded, consistent with confidentiality and applicable law.

Chapter 15 WORKPLACE VIOLENCE

The City is committed to providing a safe environment for working and conducting business. The City will not tolerate acts of violence committed by City employees, or against City employees by members of the public while on City property, or while the City employee is performing City business at other locations. The objective of this policy is to reduce the potential for violence in and around the workplace, to encourage and foster a work environment that is characterized by respect and healthy conflict resolution, and to mitigate the negative consequences for employees who experience or encounter violence in their work lives.

Workplace violence includes threats, intimidation, or acts of aggression that create a hostile or unsafe working environment.

In accordance with Utah Code § 78B-7-1102, as amended, the City may seek a protective order if the City reasonably believes workplace violence has occurred against the City or a City employee.

Chapter 16 RISK MANAGEMENT AND SAFETY

16-1 Employee Liability

An employee who becomes aware of any occurrence which may give rise to a lawsuit, who receives a notice of claim, or is sued because of an incident related to his employment, shall give immediate notice to his supervisor and the City Administrator.

16-2 Communicable Diseases

Riverdale City's decisions involving persons who have communicable diseases shall be based on current and well-informed medical judgments concerning the disease as determined by medical professionals, the risks of transmitting the illness to others, the symptoms and special circumstances of each individual who has a communicable disease, and a careful weighing of the identified risks and the available alternative for responding to an employee with a communicable disease.

Communicable diseases include, but are not limited to, measles, influenza, viral hepatitis-A (infectious hepatitis), viral hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV infection), AIDS, AIDS-Related Complex (ARC), leprosy, Severe Acute Respiratory Syndrome (SARS), including the SARS-CoV-2 (coronavirus) and tuberculosis. Riverdale City may choose to broaden this definition within its best interest and/or in accordance with information received through the Centers for Disease Control and Prevention (CDC), or other informed agency.

Riverdale City will not discriminate against any job applicant or employee based on the individual having a communicable disease. Applicants and employees shall not be denied access to the workplace solely on the grounds that they have a communicable disease. Riverdale City reserves the right to exclude a person with a communicable disease from the workplace facilities, programs and functions if the organization finds that, based on a medical determination or other qualified professional opinion, such restriction is necessary for the welfare of the person who has the communicable disease and/or the welfare of others within the workplace.

Riverdale City will comply with all applicable statutes and regulations that protect the privacy of persons who have a communicable disease. Every effort will be made to ensure procedurally sufficient safeguards to maintain the personal confidence about persons who have communicable diseases.

Supervisors who have been informed by an employee or who suspect an employee of having a communicable disease must immediately contact and coordinate employer actions with the HR Manager.

16-4 Incident Reporting

Definitions

For the purposes of this policy:

“Incident” Any event that causes damage to City property where the employee(s) caused, failed to avoid, employee negligence or impairment, or any other contributory factors determined by the Supervisor. Any event that causes damage to City property that is estimated to exceed \$500.00 or more must be reported.

Reporting Method

Incidents are to be reported by the employee(s) involved in the incident and by the immediate supervisor, or by the person in charge of the area where the incident occurred on the Employee and Supervisor Incident forms located in the Shared network file.

Report Timing

All incident reports must be submitted to Human Resources within 24 hours of the incident. If the City offices are closed during the 24 hour time period for submitting reports the incident report shall be submitted on the morning of the next business day. If full details of the incident are not available within this timeframe, the essential details of the incident as they are known should be submitted initially. Additional information should be submitted as soon as possible (within one week). If property damage is estimated to exceed \$500.00 or more, the employee(s) may be subject to drug testing under Section 13-3 of this Manual..

Incident Investigation

Reported incidents should be promptly investigated by the immediate supervisor, or by the person in charge of the area where the incident occurred. The investigation should identify the causes of the incident and assess any hazards that need to be controlled. The incident will be discussed by the Risk Management committee to decide on suitable risk controls to be implemented and appropriate action to be taken.

16-5 Emergency Action Plan / Building Evacuation Procedures

Introduction

In the event of an incident requiring the evacuation of a City building, employees should be aware of the best way to exit their building safely and where to congregate outside so each may be accounted for.

Pre-Planning

1. Each department will post a diagram of the building(s) their department occupies. The diagram should identify:
 - Exits
 - Primary evacuation routes
 - Secondary evacuation routes
 - Areas of refuge
 - Accessible egress routes
 - Manual fire alarm boxes
 - Location of portable fire extinguishers
 - Fire alarm pull stations
 - Fire alarm control panels
2. Department Heads ensure that each employee receives initial training and at least annual training thereafter, which should include the following:
 - Familiarization of evacuation routes
 - Procedures for leading groups out of the building or assisting co-workers who require help
 - Exterior assembly areas
 - Familiarization with fire alarm signals, when alarms are provided and emergency action required under potential emergency conditions
 - Location of fire alarm pull stations
 - Location and use of portable fire extinguishers

Evacuation Procedures

1. Employees may be alerted by an alarm or by verbal announcement.
2. In the event of a fire alarm or other emergency, all employees should evacuate immediately by means of the nearest available exit. Employee(s) in each department should be pre-assigned to check public areas within and surrounding their department, if it is safe to do so, such as conference rooms, lobbies, restrooms, etc. These employees should provide direction and assistance so that everyone is immediately evacuated from these areas.
3. Portable fire extinguishers are provided in the workplace for employee use. In the event of a fire, any employee may use extinguishers in attempt to escape the immediate danger to life and limb.
4. After an emergency evacuation, employees are to gather at a predetermined location so each employee may be accounted for.

5. The Department Head should appoint an individual to take a count of department employees immediately following evacuation. This individual reports this information, along with the names and probable locations of any missing individuals who may still remain in the building, to the department head and any emergency responders on the scene.
- Since the city houses multiple departments, the appointed individual from each department in the city will report to the City Administrator, who should be located at the Civic Center building. In the event the City Administrator is not available, the Business Administrator may assist.

Evacuation Drills

An emergency evacuation drill should be held at least annually for all city buildings.

The Department Head should maintain a record of required emergency evacuation drills and include the following information:

- Identity of the person conducting the drill
- Date and time of the drill
- Notification method used
- Staff members on duty and participating
- Number of occupants evacuated
- Special conditions simulated
- Problems encountered

Updating the Plan

This emergency action plan should be reviewed and updated annually. Department Heads should also review their departmental plans on an annual basis, or as necessitated by changes in staff assignments, occupancy or the physical arrangement of the building.

A copy of this plan shall be made readily available at all times within the facility.

16-6 Hazard Communications Program

General Information

This section has been written in order to comply with the Occupational Safety and Health Administration Hazard Communication Standard, Title 29 Code of Federal Regulations 1910.1200, and Utah Occupational Safety and Health Act Title 34 Chapter 6.

The City will comply with all Occupational Safety and Health Administration and Utah Occupational Safety and Health Act. The City will post all required OSHA and UOSHA notices in conspicuous places. Employees may obtain additional information regarding

OSHA and UOSHA from their department head. If an OSHA inspector arrives on any City job site, an employee should contact their supervisor immediately. The appropriate Department Head shall make arrangements for any required inspections and notify the City Attorney.

Hazardous Chemicals List

Each Department Head makes a list of all chemicals used in the department, and updates it as necessary. This list is posted in a location where it will be likely for all department employees to see it. On the list, note that further information about each noted chemical may be obtained by reviewing the individual SDSs located within the department. The location of the SDSs is disclosed on the list.

Safety Data Sheets (SDS)

SDS's provide specific information on chemicals used. Department Heads should ensure that each work site within their department maintains an SDS for hazardous materials in that area.

Department Heads are responsible for acquiring and updating SDS's for their departments. They should contact the chemical manufacturer or vendor if additional research is necessary or if an SDS has not been supplied with an initial shipment. Purchase bid specifications should require the provision of SDS's. Please make a note of the date on the receipt of any SDS, especially if there is not a date of last revision on the SDS itself. SDS's should be reviewed annually to make sure they remain up-to-date. As manufacturers change their formulas occasionally, any old SDS's for chemicals which are no longer used should be removed from the active file (to prevent confusion and clutter) and kept in an archive file.

The Hazard Communication Standard requires that the information on the SDS is presented using consistent headings in a specified sequence. The format of the 16-section SDS should include the following sections:

- Section 1. Identification
- Section 2. Hazard(s) identification
- Section 3. Composition/information on ingredients
- Section 4. First-Aid measures
- Section 5. Fire-fighting measures
- Section 6. Accidental release measures
- Section 7. Handling and storage
- Section 8. Exposure controls/personal protection
- Section 9. Physical and chemical properties
- Section 10. Stability and reactivity
- Section 11. Toxicological information
- Section 12. Ecological information
- Section 13. Disposal considerations
- Section 14. Transport information
- Section 15. Regulatory information

Section 16. Other information, including date of preparation or last revision

Threshold Limit Values (TLVs) on the SDS will provide employers and employees with useful information to help them assess the hazards presented by their workplaces. Understand that TLV's are recommendations. In addition to TLVs, OSHA permissible exposure limits (PELs), and any other exposure limit used or recommended by the chemical manufacturer, importer, or employer preparing the safety data sheet are also required. PEL's are enforceable by law.

If a chemical is listed as a carcinogen by either the International Agency for Research on Cancer (IARC) or National Toxicology Program (NTP), it must be noted on the SDS.

The Hazard Communication Standard requires that Department Heads maintain copies (these can be electronic copies) of safety data sheets for each hazardous chemical used in the workplace for at least 30 years.

Labels

Department Heads ensure that hazardous chemicals in their department are properly labeled and updated, as necessary. Labels should at least show the chemical identity, appropriate hazard warnings, and the name of the manufacturer or other responsible party.

Labels will contain the following elements:

- **Pictogram:** a symbol plus other graphic elements, such as a border, background pattern, or color intended to convey specific information about the hazards of a chemical. Each pictogram consists of a different symbol on a white background within a red square frame set on a point (i.e. a red diamond).
- **Signal words:** a single word used to indicate the relative level of severity of hazard and alert the reader to a potential hazard on the label. The signal words used are “danger” and “warning.” “Danger” is used for the more severe hazards, while “warning” is used for less severe hazards.
- **Hazard Statement:** a statement assigned to a hazard class and category that describes the nature of the hazard(s) of a chemical, including, where appropriate, the degree of hazard.
- **Precautionary Statement:** a phrase that describes recommended measures to be taken to minimize or prevent adverse effects resulting from exposure to a hazardous chemical, or improper storage or handling of a hazardous chemical.

There are nine pictograms to convey the health, physical, and environmental hazards:

- Health Hazard
- Flame
- Exclamation Mark
- Gas Cylinder

- Corrosion
- Exploding Bomb
- Flame over Circle
- Environment
- Skull and Crossbones

Employers who become newly aware of any significant information regarding the hazards of a chemical shall revise the labels for the chemical within six months of becoming aware of the new information, and shall ensure that labels on containers of hazardous chemicals shipped after that time contain the new information.

If a diluted material or a chemical is transferred to a container that will remain therein more than a day, or be handled by employees other than the one who made the transfer, it must be properly labeled. If the container will only be used by the person who filled it and is not more than a day's supply of material, it is not required to be labeled with all of the standard information.

While there is nothing in the standard that requires pipes to be labeled, label pipes to prevent confusion. Many piping systems have brief labels, such as 'hot water' and directional flow arrows. It is useful to label pipes in areas where there are several diverse materials flowing through the pipes.

Non-Routine Tasks

Periodically, employees are required to perform hazardous non-routine tasks (e.g., cleaning tanks, entering confined spaces, etc.). Prior to starting work on such projects, each affected employee is trained by his/her supervisor about hazardous chemicals to which they may be exposed while performing the task, and proper precautions to take in order to reduce exposure. (If employees are entering confined spaces, they are required to do it according to the OSHA confined space entry system, if it is a permit-required confined space. See 29 CFR 1910.146 permit-required confined spaces.)

Training

Everyone who works with or is potentially exposed to hazardous chemicals receives initial training on the Hazardous Communication Standard and the safe use of those chemicals. The Department Head is responsible to ensure that each employee is adequately trained annually on the chemicals in his/her area. Department Heads may request assistance from Human Resources to arrange training and/or provide training resources such as videos and training guides.

Training on the 4 elements of the Hierarchy of Controls is extremely useful. These elements have to do with recognizing the hazard and teaching the steps to take to mitigate the hazard:

Hierarchy of Controls

1. **Eliminate the Hazard:** If possible, get rid of the hazard. Example: substitute a less hazardous chemical for a more hazardous one.

2. **Engineering Controls:** If step #1 was not possible, put engineering controls in place to prevent employees from exposure to the hazard. Example: Machine guarding is a classic example. The hazard (moving part) is still there but a barrier has been put between it and the person, protecting the person.
3. **Administrative Controls:** If step #1 didn't work and step #2 is not feasible, use administrative controls to limit exposure to the hazard. Example: Rotating shifts of employees into and out of hot areas to prevent heat illness. Traffic laws are great examples of this step.
4. **Personal Protective Equipment (PPE):** This is the last choice because the hazard has not been eliminated or controlled. If the PPE fails, the employee is exposed to the hazard. If the employee is not properly trained and willing to wear the PPE correctly, they are exposed to the hazard. The other three steps should be tried before putting anyone in PPE. PPE should be re-evaluated periodically to determine if technology is newly available to eliminate the hazard or engineer it out. Many hazards where PPE was the answer in the past have been eliminated or guarded with advent of useful technology. The PPE itself may also become more effective as technology improves. Improvements in technology should be considered by the Department Director, taking into account the costs and benefits, and implemented where reasonable.

Whenever a new chemical is introduced or the nature of a hazard changes, additional training will be provided. Periodic departmental safety meetings should be held as needed under the direction of the Department Head to reinforce previous training.

The training should emphasize these items:

- Where potentially hazardous materials are used.
- Physical and health hazards employees may come in contact with.
- Precautions to avoid unnecessary exposure.
- Instruction about personal protective equipment.
- Review of SDSs and labels to be sure they are readable and comprehensible.
- Procedures to follow in case of a spill or leak.

Contractor Employees

The Department Head advises outside contractors of any chemical hazards that may be encountered in the normal course of their work on the premises, the labeling system in use, the protective measures to be taken, the safe handling procedures to be used, and the location of SDSs. Each contractor bringing chemicals on-site must provide the

Department Head with the appropriate hazard information on these substances, including labels used and precautions to take.

Additional Information

Failure to follow the terms of this policy and properly utilize the Hazard Communication Program will be treated as a violation of City policy. Disciplinary action may result, which could include but is not limited to verbal or written reprimand, suspension, and/or termination.

16-7 Exposure to Bloodborne Pathogens

Definitions

The following terms are defined for purposes of this section:

Exposure: Contact with blood or bodily fluids that contain blood or have the potential to be infectious, when that contact includes an employee's eye, mouth, nose, broken or non-intact skin, or a needlestick or sharp puncture from an object that may have been used to contact the blood or bodily fluids of another which are capable of transmitting bloodborne pathogens.

Body Fluids Capable of Transmitting Bloodborne Pathogens: Blood, amniotic fluid, pericardial fluid, cerebrospinal fluid, vaginal/cervical secretions, pleural fluid, peritoneal fluid, synovial fluid, semen, breast milk, or any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids.

Precautions: Employees should take all reasonable measures to avoid exposure to body fluids known to transmit bloodborne pathogens. In work assignments that carry an increased risk of exposure, employees are expected to use good judgment and follow training and procedure related to mitigating the risks associated with potential exposures. This will include:

1. Stocking gloves, antiseptic hand cleanser, and CPR masks in locations readily accessible to the employee;
2. Washing hands immediately or as soon as feasible after removal of any gloves or PPE;
3. Thoroughly washing any part of the body that has had contact with suspect fluids;
4. Treating all human blood and bodily fluids/tissue as if it is known to be infectious for bloodborne pathogens;
5. Using an appropriate barrier device when providing CPR;
6. Disposing of or decontaminating equipment as soon as possible after the equipment has been in contact with suspect fluids;
7. Cautiously handling all sharps and other items that cut or puncture (such as needles, broken glass, razors or knives);

8. Avoiding eating, drinking, applying cosmetics or lip balm, or handling contact lenses where there is a reasonable likelihood of exposure; and
9. Disposing of biohazardous waste appropriately.

Hepatitis B Vaccination: Employees for whom it is reasonable to anticipate an exposure to HBV due to their job assignments may receive the HBV vaccine and any routine booster at no cost to the Employee. Employees who refuse the vaccination must sign a declination form. They may, however, opt at a later date to receive the vaccination. Employees may also be screened for tuberculosis pursuant to the guidelines established by Utah OSHA.

Post-Exposure Procedures: Employees who experience an exposure to body fluids capable of transmitting bloodborne pathogens shall:

1. Notify a supervisor as soon as possible.
2. Begin decontamination procedures immediately (wash hands or other skin making contact with soap and water, flushing mucous membranes with water);
3. Obtain medical attention as appropriate, within 2 hours if possible.

Information and Training: Each affected department will provide training for all employees with potential exposure to bloodborne pathogens and/or infectious materials. Individual departments must also provide the appropriate refresher training and information to employees annually thereafter. In addition, employees must be retrained if conditions change.

Recordkeeping: Departments will maintain training records for at least three years. The training records will contain:

1. Dates of training.
2. Contents of training program
3. Trainer's name and title.
4. First and last names of attendees.

EMPLOYEE ACKNOWLEDGMENT

I certify that on this date, I received a copy of RIVERDALE CITY Personnel Policies Handbook (“Manual”). I understand that this Manual supersedes any and all prior written personnel policies or manuals issued by the City.

I understand that receipt of this Manual constitutes a legal notification of the contents and that it is my responsibility to become familiar with and adhere to the policies and procedures that are stated herein.

I understand that the information in this Manual is subject to change at any time, solely at the discretion of the City, with or without notice to the employee. It is my responsibility to keep informed of these changes and file updated material as I receive it.

I understand that no verbal or written agreements, understandings, representations or statements made by my supervisor, or anyone, can change the policies outlined in this Handbook, or bind the City to any course of action.

I understand that the policies and statements contained in this Manual and in other statements that may be issued from time to time do not create a contract or agreement of any kind between the City and its employees.

I understand that when my employment with the City ends, I have an obligation to satisfy all financial obligations related to my employment by the City. In the event I do not satisfy those financial obligations, I expressly authorize a deduction from my final paycheck to satisfy any remaining financial obligations.

Employee’s Signature

Employee’s Name (please print)

Date

Witness

**RIVERDALE CITY
CITY COUNCIL AGENDA
July 21, 2026**

AGENDA ITEM: G4

SUBJECT: Consideration of Resolution #2026-29 authorizing the limited use of funds secured under the Financial Guarantee Agreement for the Coleman Vu Estates Subdivision

PRESENTER: Brandon Cooper, Community Development

INFORMATION:

- a. [Executive Summary/ Transmittal](#)
- b. [Resolution #2026-29](#)

[BACK TO AGENDA](#)



Body: City Council
Topic: Request from Goldcrest Homes
Early Bond Release for Down Payments

Department: Community Development
Director: Brandon Cooper
Staff/Presenter: Brandon Cooper
Contact: bcooper@riverdaleutah.gov

ITEM TYPE

- ☒ Action Item
- ☐ Public Hearing
- ☐ Discussion Item
- ☐ Information Item
- ☐ Other _____

RECOMMENDATION

Staff recommends **denial** of Goldcrest Homes' ("**Developer**") request to authorize partial releases of the subdivision improvement guarantee prior to construction, inspection, and acceptance of the bonded improvements.

While staff supports completing the project as quickly as possible, the requested procedure would substantially alter the purpose of the financial guarantee established under Riverdale City Code, create significant legal and financial exposure for the City, and materially weaken the City's ability to ensure completion of the required public improvements.

An improvement completion assurance is intended to guarantee completion of required public improvements—not to finance construction or relieve a developer's cash flow.

BACKGROUND

Goldcrest Homes has requested that Riverdale City establish an administrative process whereby portions of the existing Letter of Credit for Phase I and Phase III would be released before construction to fund subcontractor mobilization payments, material deposits, and supplier prepayments. Under the proposal, the City would review individual bids, authorize partial draws for deposits, and release the remaining balance only after completion and inspection of each improvement.

The stated purpose is to provide contractors with required deposits so they may begin work.

KEY CONSIDERATIONS / ANALYSIS

Applicable City Code

Riverdale City Code Section 10-21-6 requires financial guarantees as a condition of subdivision approval. Those guarantees exist to assure completion of required subdivision improvements in the event the Developer fails to complete the work.



Likewise, Section 10-21-15 provides that the required performance guarantee exists to assure the actual construction of public improvements and that improvements remain subject to City inspection and acceptance.

Neither the City Code nor the existing Financial Guarantee Agreement contemplates using improvement guarantees as construction financing. Instead, the guarantee exists for one purpose: To protect the City and future taxpayers if the Developer defaults before completing the required public improvements.

Applicable State Law

Utah law similarly treats improvement guarantees as **completion assurances**, not financing tools. *Utah Code §10-20-807* authorizes municipalities to accept letters of credit, bonds, or similar security to guarantee completion of required public improvements and allows partial releases only as portions of the improvements are **completed and accepted**.

The Utah Office of the Property Rights Ombudsman has likewise recognized that completion assurances exist to ensure funds remain available if a municipality must complete unfinished improvements itself, including additional administrative and completion costs (*see Attachments for examples*)

Legal and Financial Concerns

1. The proposal changes the purpose of the bond.

The requested procedure would transform the Letter of Credit from a completion guarantee into a revolving source of construction financing. If monies are released before work is completed, the City immediately loses a portion of its security while receiving no completed public improvement in exchange. The City's would essentially become an unsecured lender for private construction activities. That is not the intended purpose of subdivision improvement guarantees under City Code or Utah law.

2. Increased exposure if the developer defaults

The purpose of retaining the entire guarantee until completion is to preserve sufficient funds for the City to:

- solicit replacement contractors;
- remobilize construction;
- absorb increased construction costs;
- pay engineering;
- administer completion;
- complete public improvements without using taxpayer funds.

Construction costs routinely increase when projects must be rebid following contractor default. Even relatively small reductions in available security may leave the City unable to complete projects without General Fund participation. Utah law specifically recognizes that improvement



guarantees should include funds sufficient to cover municipal administrative costs if completion becomes necessary.

3. Line-item deficiencies

Although the remaining Letter of Credit appears sufficient **overall**, staff's review indicates several individual improvement categories appear underfunded when compared with current contractor pricing.

The proposal assumes each contractor will perform work for the exact submitted bid amount. If any contractor withdraws, prices increase, or rebidding becomes necessary after partial releases have occurred, the City could quickly find itself with insufficient funds for those specific improvements. Unlike the Developer, the City has no ability to negotiate additional funding after default.

4. Evidence of financial distress

Staff has independently verified that one or more subcontractors who previously completed work on the project remain unpaid.

Staff has further been informed that additional subcontractors currently being solicited for the remaining bonded improvements are aware of these unpaid balances and are reportedly expecting payment from future bond proceeds.

While staff cannot independently verify every contractor's financial position, these reports significantly increase concern regarding the Developer's present liquidity. Ironically, these facts reinforce the very reason improvement guarantees exist. If subcontractors are already waiting to be paid from future bond releases, releasing additional security before improvements are completed substantially increases the City's exposure should work cease before completion.

5. Largest bonded item lacks supporting documentation

Approximately **\$246,657** of the remaining Letter of Credit is allocated toward Phase III landscaping. However, the submitted materials contain:

- no landscaping proposal;
- no landscaping bid;
- no contractor agreement;
- no identified deposit amount;
- no mobilization requirement.

Because landscaping represents roughly **30% of the remaining financial guarantee**, staff cannot adequately evaluate the requested release process without understanding the actual costs and payment requirements associated with the largest remaining bonded improvement.



6. Administrative precedent

Approval would establish a significant precedent. Future developers experiencing financial difficulties could reasonably request similar treatment. The City's longstanding practice has been to release improvement guarantees only after work has been:

- completed,
- inspected,
- accepted.

Changing that policy for one project could create expectations for future developments and weaken the City's position in subsequent negotiations.

7. Public Interest

The Council's obligation extends beyond this individual project. The City must protect:

- future homeowners;
- taxpayers;
- public infrastructure;
- the integrity of subdivision approval processes.

Once bond funds are released, they are no longer available to complete improvements if the project fails. The City assumes virtually all remaining risk while receiving no additional security.

Conclusion

Staff appreciates the Developer's desire to complete the project and recognizes the challenges posed by current construction financing. However, the City's improvement guarantee exists precisely to protect the public when those financial challenges arise. Utah's statutory framework, Property Rights Ombudsman advisory opinions, and the ordinances of municipalities throughout the State consistently recognize that improvement completion assurances exist to protect the public by guaranteeing completion of required infrastructure should a developer fail to perform. Neither state law nor common municipal practice contemplates the use of improvement guarantees as a financing mechanism for contractor deposits, mobilization payments, or construction cash flow. Rather, the statutory scheme consistently ties the reduction or release of improvement security to completed, inspected, and accepted public improvements.

Releasing portions of the City's financial guarantee before improvements are constructed would fundamentally alter the purpose of the security and substantially increase the City's financial exposure in the event of developer default.

Based upon the determinations made in this Transmittal, staff believes approving the requested bond release procedure would materially increase the City's financial risk while providing no corresponding increase in security or benefit.



Riverdale
U T A H

TRANSMITTAL

Accordingly, staff recommends the City Council **deny the request** to authorize releases of improvement guarantee funds prior to completion, inspection, and acceptance of the bonded public improvements.

Attachments:

Letter/Bids from Developer

Utah Property Rights Ombudsman Opinions

Utah Office of Property Rights Ombudsman Opinions

These opinions are not binding precedent but are highly persuasive and are frequently relied upon by Utah municipalities.

Advisory Opinion No. 152 (Moab City)

The Ombudsman states:

"The purpose of an improvement completion assurance is to provide funding if the developer is unable to complete the improvements."

It further explains:

"The purpose of completion assurance is to provide 'backup' funding to complete improvements."

The Opinion concludes that bond amounts should be based upon:

- construction costs
- administrative costs
- costs of hiring replacement contractors
- costs incurred if the municipality must complete the project - not the developer's financing needs.

Advisory Opinion No. 137 (American Fork)

This opinion explains:

Local governments may require completion assurance **to ensure public improvements are constructed**, and warranty bonds to ensure they are properly built.

It also quotes the Utah statute that partial releases occur only after improvements are:

- completed
- accepted

It reinforces that completion assurance protects the municipality until improvements satisfy adopted standards.

Advisory Opinion No. 58 (Payson City)

This opinion recognizes that performance bonds:

"serve legitimate public interests"

and specifically notes that municipalities may access those funds if construction stalls or sufficient progress is not made.

Again, the focus is municipal protection, not project financing.

Advisory Opinion No. 261 (2022)

This more recent opinion reiterates that state law allows developers to provide an improvement completion assurance instead of installing all infrastructure before development begins. Importantly, the opinion continues treating the assurance as the mechanism that **protects completion**, not as a revolving source of construction funding.

Proposed Process for Bond-Funded Deposit Payments

Outstanding Subdivision Improvements — Coleman Vu Estates

July 7, 2026

Brandon Cooper

Steve Brooks

Riverdale City Administration

Re: Proposed Administrative Process for Improvement Bond Deposit Releases

Mr. Cooper, Mr. Brooks, and Members of City Staff & Administration,

Goldcrest Homes holds an improvement bond (letter of credit through Bank of Utah) with Riverdale City, posted to cover the outstanding subdivision improvements identified at the time of our plat recording. Under the current process, bond funds are released only after an improvement is completed, inspected, and approved by the City, at which point the City submits a bond release notice to Bank of Utah for reimbursement.

As we move into the final infrastructure items on this project, the subcontractors performing this work require standard material and mobilization deposits — in most cases 50% of contract value, and in two cases full payment prior to delivery — before they will schedule or order materials. Because bond funds are not currently accessible until after completion, Goldcrest must front these deposits from outside capital, which creates financial strain as the project approaches close-out.

We would like to propose a process, to be administered at the staff level, that allows a portion of the existing bond to fund these standard deposits so that work can commence promptly — while preserving the City's full oversight and protection until each improvement is complete and approved.

Proposed Process

For each outstanding improvement item, we propose the following sequence:

1. **Bid Submission** — Goldcrest submits the subcontractor's bid/proposal for a specific improvement item to the City, including the scope of work, total contract amount, requested deposit amount or percentage, and current proof of insurance and business/trade licensing for the subcontractor.
2. **Administrative Review & Approval** — City staff review the bid for consistency with the approved improvement plan and confirm the requested deposit is customary for the trade, then issue written approval. We propose a target turnaround of five (5) business days or sooner.
3. **Partial Fund Release** — Upon written City approval, the City authorizes Bank of Utah to release the approved deposit amount from the letter of credit for that specific improvement item only — not against the bond as a whole.
4. **Mobilization** — Goldcrest disburses the deposit to the subcontractor, who begins scheduling, material ordering, and mobilization.

5. Completion & Inspection — The subcontractor completes the improvement; the City (or its designated inspector) inspects the completed work, consistent with the current process.
6. Final Fund Release — Upon passing inspection, the City authorizes release of the remaining balance for that line item.
7. Repeat — Steps 1–6 are repeated independently for each remaining improvement item that requires a deposit until all outstanding improvements are complete and the bond is fully drawn down.

Safeguards for the City

This process is structured so the City retains full control at every release point:

- No funds move without prior written City review and approval of the specific bid, including confirmation of the subcontractor's insurance and licensing.
- Deposit releases are limited to the approved amount for a single line item — never a lump sum against the remaining bond. Subcontractor could sign a separate document demonstrating their receipt of the deposit payment.
- The remaining balance of each line item remains held until the City inspects and approves the completed improvement, exactly as under the current process.
- Because the bond exists to guarantee completion of these improvements, using it to fund the standard deposits required to start that same work directly advances the City's interest rather than exposing it.

Outstanding Improvement Items

The following items are ready to move through this process. We expect to identify additional outstanding improvements as design and bidding continue, and will submit those under the same process as they arise.

Improvement Item	Funds Requested	Notes
Concrete Work (curb, gutter, sidewalk, flatwork)	50% deposit	Materials & mobilization
Playground System Delivery	100% payment	Equipment supplier requires full payment prior to shipment
Pickleball Court System	50% deposit	Materials & mobilization
Pavilion Install	50% deposit	Materials & mobilization
Dog-Friendly Area & Waste Station Delivery	100% payment	Equipment supplier requires full payment prior to shipment

Next Steps

We ask that the City review this proposed process and, if acceptable, confirm the points of contact, review timeline, and any documentation requirements for administrative approval so that Goldcrest can begin submitting bids for the items listed above. We are happy to discuss or adjust this proposal in whatever way necessary to protect the City's interests while allowing this work to move forward without delay.

Thank you for your consideration and your continued partnership on this project.

Sincerely,

Goldcrest Homes

Premier Asphalt & Construction LLC
PO Box 2771
Evanston, WY 82931
3076774577
ojedacar22@gmail.com

Estimate

ADDRESS
Thatiam Falls
GoldCrest Homes
9730 S. 700 E. Suite #100
Sandy, UT 84070

ESTIMATE # 1316
DATE 07/08/2026
EXPIRATION DATE 08/08/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Concrete Sidewalks	Frame, compact, pour, and finish 4 x 987 Ft x 4 in. New sidewalks by the pond area. ROW	1	40,825.00	40,825.00
TOTAL					\$40,825.00

Accepted By

Accepted Date

Premier Asphalt & Construction LLC
PO Box 2771
Evanston, WY 82931
3076774577
ojedacar22@gmail.com

Estimate

ADDRESS
Thatiam Falls
GoldCrest Homes
9730 S. 700 E. Suite #100
Sandy, UT 84070

ESTIMATE # 1352
DATE 07/07/2026
EXPIRATION DATE 08/07/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Concrete	Pickleball Courts- prep, frame, rebar 3x3 ft, pour, and finish a 32x120x4 with fiber with a 1% Slope - 48 yd	1	38,900.00	38,900.00
	Concrete Sidewalks	Side walk for pickle ball court prep, frame, pour, finish a 4x80x4- 4 yd	1	3,700.00	3,700.00
TOTAL					\$42,600.00

Accepted By

Accepted Date

Premier Asphalt & Construction LLC
PO Box 2771
Evanston, WY 82931
3076774577
ojedacar22@gmail.com

Estimate

ADDRESS
Thatiam Falls
GoldCrest Homes
9730 S. 700 E. Suite #100
Sandy, UT 84070

ESTIMATE # 1353
DATE 07/07/2026
EXPIRATION DATE 08/07/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Concrete	Pavilion - prep, frame, pour, and finish a 16x16x4 with 4 footings, 24x24x 30 in 5 yd	1	7,400.00	7,400.00
	Concrete Sidewalks	Side walk trails- prep, frame, pour, and finish a 4x274x4 in - 14yd	1	12,950.00	12,950.00
TOTAL					\$20,350.00

Accepted By

Accepted Date

Premier Asphalt & Construction LLC
PO Box 2771
Evanston, WY 82931
3076774577
ojedacar22@gmail.com

Estimate

ADDRESS
Thatiam Falls
GoldCrest Homes
9730 S. 700 E. Suite #100
Sandy, UT 84070

ESTIMATE # 1354
DATE 07/07/2026
EXPIRATION DATE 08/07/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Concrete Stamped	Stamped concrete sidewalk - prep frame, pour, and stamped finish 4x285x4 - 14 yd Estimate pending on site walk and correct measurements.....	1	14,700.00	14,700.00

TOTAL \$14,700.00

Accepted By

Accepted Date



THIS IS NOT A CONTRACT

Project Location	<u>Riverdale</u>	<u>UT</u>	
	City	State	Zip code

All prices on this proposal are cash based with payments made by ACH or check - Credit Card payments are processed by a third party who charges a convenience fee

James Burdett

TD Sports West LLC dba Sports West Construction 321 West Quail Trax Place, Murray, UT 84107
Office 801-401-3518 FAX 805-526-5818 Lic. #6030443-5501 www.SportsWestCo.com



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Project Name
PG



Date	Estimate #
6/26/2026	63552

Customer / Bill To
Goldcrest Homes Thatiam Falls 5368 S 1050 W. Riverdale, UT. 84405

Ship To
Goldcrest Homes Thatiam Falls 5368 S 1050 W, Ogden, UT 84405



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	Furnish the following delivered with no installation			
	PLAYGROUND EQUIPMENT			
WKP35-0001	Sunbeam Summit	1	11,999.00	11,999.00
CLR	Colors:			0.00
Shipping	Combined Shipping and Freight Charges	1	3,600.00	3,600.00
	NOTE: Installation is not included. Customer is responsible for unloading from freight carrier. (forklift required)			

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal: \$15,599.00

Sales Tax: (7.5%) \$0.00

Total: \$15,599.00

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

ESTIMATE



Prepared For

Thatiam Falls
Riverdale
(801) 712-5654

Wright Timberframe

4079 South 420 West
Murray, Utah 84123
Phone: (801) 900-0633
Email: service@wrighttimberframe.com
Web: www.wrighttimberframe.com

Estimate # 1683
Date 11/17/2025

Description

A Frame Pavilion

12x16 (roof)
8x8 posts

Stain, profile, brace to be determined. Included in price

Professional installation included

winter pricing

Subtotal	\$12,090.00
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Total	\$12,090.00
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Balance due upon install.

*As part of the natural curing process, sapping and checking of the timber can be expected.

*Footings may be required and may not be included in this estimate. The price listed does not include dirt removal. If the soil can be redistributed on the customers' property, there will be no additional charge. If we need to remove the dirt to another location extra charges may apply.

*Customer is responsible for verifying setbacks and easements, as well as obtaining city permitting and meeting HOA requirements. Engineering and city fees are not included in the price quoted.

*Down payments are not refundable.

By signing this document or putting a deposit down, the customer agrees to the services and conditions outlined in this document.

Any outstanding balance after one week of project completion will be charged an additional 15% interest fee every thirty days until balance is paid.

Thatiam Falls



RESOLUTION NO. 2026-29

A RESOLUTION OF THE RIVERDALE CITY COUNCIL AUTHORIZING THE LIMITED USE OF FUNDS SECURED UNDER THE FINANCIAL GUARANTEE AGREEMENT FOR THE COLEMAN VU ESTATES SUBDIVISION TO PAY CERTAIN SUBCONTRACTOR DEPOSITS FOR BONDED PUBLIC IMPROVEMENTS

WHEREAS, Riverdale City ("City") and GCH Riverdale I, LLC ("Developer") entered into a Financial Guarantee for Completion of Improvements ("Financial Guarantee") dated September 18, 2024, as amended, for the Coleman Vu Estates Subdivision pursuant to Utah Code and Riverdale City Code; and

WHEREAS, the Financial Guarantee is secured by an Irrevocable Letter of Credit currently in the amount of approximately \$812,621 to guarantee the installation, completion, and warranty of the remaining public improvements identified in Exhibit A of the Second Amendment to the Financial Guarantee; and

WHEREAS, the remaining improvements include, among other items, landscaping, fencing, recreation amenities, sidewalks, and related public infrastructure; and

WHEREAS, the Developer has represented that certain subcontractors require deposits before commencing work on improvements covered by the Financial Guarantee; and

WHEREAS, the Developer has agreed to complete the remaining bonded improvements utilizing such subcontractors; and

WHEREAS, the City Council finds that payment of subcontractor deposits directly from funds secured under the Financial Guarantee, under the conditions established herein, may facilitate timely completion of the remaining bonded improvements while maintaining the City's protection under the Financial Guarantee; and

WHEREAS, the City Council desires to ensure that any authorized payments remain solely for bonded public improvements and do not constitute an early release of the Financial Guarantee or a reduction of the City's security except to the extent actual payments are made directly toward completion of bonded improvements.

NOW, THEREFORE, BE IT RESOLVED by the City of Riverdale, that:

Section 1. Authorization

The City Council authorizes the City Administrator, Community Development Director, Finance Director, and City Attorney to administer a limited payment program utilizing funds secured under the Financial Guarantee Agreement solely for deposits required by subcontractors performing bonded public improvements identified in Exhibit A of the Second Amendment to the Financial Guarantee.

Section 2. Direct Payments Only

No funds shall be released directly to the Developer.

All authorized disbursements shall be made directly by the City to subcontractors or suppliers performing work covered by the Financial Guarantee, or by another method approved by the City Attorney that ensures the funds are applied exclusively toward bonded improvements.

Section 3. Conditions of Payment.

Prior to any payment, City staff shall receive:

- (a) executed subcontract or proposal identifying the bonded work;
- (b) evidence that the work is included within the remaining secured improvements;
- (c) documentation establishing the amount of the required deposit;
- (d) confirmation that sufficient secured funds remain to complete all outstanding bonded improvements;
- (e) such lien waivers, assignments, or other documentation as the City Attorney determines necessary to protect the City's interests.

Section 4. Administrative Authority.

City staff may approve individual payments consistent with this Resolution provided that:

- (a) each payment relates solely to bonded public improvements;
- (b) cumulative payments do not exceed available secured funds; and
- (c) all payments are documented in the City's project records

Section 5. No Release of Security

This Resolution shall not constitute:

- (a) acceptance of any public improvement;
- (b) a reduction or release of the Financial Guarantee except in the amount of actual authorized payments;
- (c) approval of completed improvements;
- (d) waiver of any requirement contained in the Financial Guarantee Agreement, subdivision approval, development agreement, or applicable law.

The Developer shall remain fully responsible for completion of all bonded improvements and for all obligations under the Financial Guarantee.

Section 6. No Precedent

The City Council expressly finds that this authorization is based upon the unique facts and circumstances of this subdivision and shall not establish precedent or obligate the City to approve similar requests in the future.

Section 7. Reservation of Rights

Riverdale City reserves all rights and remedies available under the Financial Guarantee Agreement, the Letter of Credit, applicable contracts, Riverdale City ordinances, and Utah law.

Nothing contained herein shall be construed as limiting the City's authority to draw upon the remaining security should the bonded improvements fail to be completed in accordance with applicable requirements.

Section 8. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of Riverdale City, Utah this 21st day of July 2026.

Braden D. Mitchell
Mayor

ATTEST:

Michelle Marigoni
City Recorder

VOTE:

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

**RIVERDALE CITY
CITY COUNCIL AGENDA
July 21, 2026**

AGENDA ITEM: G5

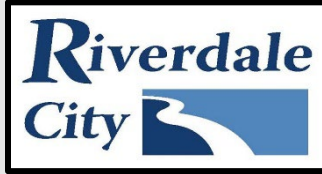
SUBJECT: Consideration of Resolution #2026-30 awarding a bid to Skyview Excavating & Grading for the 2026 Road Improvement Project, in an amount not to exceed \$821,746.14

PRESENTER: Shawn Douglas, Public Works

INFORMATION:

- a. [Executive Summary](#)
- b. [Resolution #2026-30](#)
- c. [Letter of Recommendation](#)
- d. [Bid Results](#)

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on:
July 21st, 2026

Petitioner:
Shawn Douglas, Public Works Director

Summary of Proposed Action

Consideration of Resolution 2026-30 awarding a bid to Skyview Excavating & Grading for the 2026 Road Improvement Project in an amount not to exceed \$821,746.14

Summary of Supporting Facts & Options

On Thursday, July 2nd we conducted a bid opening for the 2026 Road Project. This project includes reconstruction of 300 W from Riverdale Rd to the north city line. The project also includes Curb and Gutter Replacement, Storm Drain Installation and Sidewalk Replacement. There were 11 bidders at the bid opening. The lowest bidder was Skyview Excavation & Grading in the amount of \$747,041.95. CEC Engineering has reviewed the bid documents, contacted the contractors' references, and recommended approval. The project will be done using funds from the 2026/27 budget. I would ask that you approve the bid with a 10% contingency for any additional costs associated with the project. I would recommend approval of the bid in an amount not to exceed \$821,746.14.

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. 2026-30

A RESOLUTION AWARDING A BID FOR THE 2026 ROAD IMPROVEMENT PROJECT, FOR AN AMOUNT NOT TO EXCEED \$821,746.14 TO SKYVIEW EXCAVATING & GRADING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PROJECT

WHEREAS, the city staff has prepared a report and the results on the above captioned subject which is attached hereto as Exhibit "A," detailing the work, bids and submissions concerning the 2026 Road Improvement Project; and

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

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

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

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

FURTHER, the Council instructs that the Mayor is hereby authorized to enter into a contract(s) with Skyview Excavation & Grading at a cost not to exceed \$821,746.14, for the 2026 Road Improvement Project.

ADOPTED by the City Council of the City of Riverdale at a regular meeting thereof this 21st day of July 2026 and shall take effect at the earliest date allowed by law.

BRADEN D. MITCHELL, Mayor

ATTEST:

Michelle Marigoni, City Recorder

VOTE:

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



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

7th July 2026

Riverdale City
4600 South Weber River Drive
Riverdale, Utah 84405

Attn: Mayor Brandon Mitchell and City Council
Proj: **300 West Reconstruction Project: Riverdale Road to Northern City Limits**
Subj: Bid Results, Bid Proposal Tabulation & Recommendation

Dear Mayor Mitchell and Council Members,

The “Bid Opening” for the above referenced project was conducted the afternoon of July 2nd, 2026. The lowest responsible bidder is Skyview Excavation and Grading of Morgan, Utah.

Enclosed are the “Bid Results” and “Bid Proposal Tabulation”. Skyview Excavation and Grading’s bid was reviewed and found to meet the bidding conditions required in the Contract Documents.

Since Skyview Excavation and Grading’s bid is the low bid for the advertised project, and their bid meets the conditions of the Contract Documents, I herewith recommend award of the above referenced project in the amount of \$747,041.95 to Skyview Excavation and Grading.

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

Sincerely,
CEC, Civil Engineering Consultants, PLLC.

R. Todd Freeman, S.E.
City Engineer

Cc: Shawn Douglas, Public Works Director
Norm Farrell, Assistant Public Works Director

BID RESULTS

300 West Reconstruction Project: Riverdale Road to Northern City Limits

OWNER: RIVERDALE CITY
ENGINEER: CEC, CIVIL ENGINEERING CONSULTANTS, PLLC.

BID DATE: July 2nd, 2026
TIME: 2:00 pm

BID LOCATION: Riverdale City Offices
4600 South Weber River Drive
Riverdale City, Utah 84405

BIDDERS NAME	ADDENDUM	BID BOND	BID AMOUNT
Skyview Excavation & Grading	X	X	\$747,041.95
Marsh Construction	X	X	\$ 773,440.00
Knife River Construction	X	X	\$ 786, 961.36
Post Asphalt	X	X	\$ 797,005.43
Geneva Rock Products Inc.	X	X	\$ 801,763.00
3XL Construction Inc.	X	X	\$ 811,723.02
Stapp Construction, Inc.	X	X	\$ 930,950.55
TriCo Construction Inc.	X	X	\$ 974,307.61

BIDDERS NAME	ADDENDUM	BID BOND	BID AMOUNT
Pronghorn Construction Inc.	X	X	\$ 1,048,219.63
Beck Construction & Excavation Inc.	X	X	\$ 1,121,494.25
Landmark Excavating, Inc.	X	X	\$ 1,147,820.90

BID PROPOSAL TABULATION

300 West Reconstruction Project: Riverdale Road to Northern City Limits

BID DATE: July 2nd, 2026

OWNER: RIVERDALE CITY

PUBLIC WORKS DIRECTOR: SHAWN DOUGLAS

Bid Item	Description	Quantity	Unit	Skyview Excavation and Grading PO Box 726 Morgan, Utah 84050		Marsh Construction 3746 North Higley Road Farr West, Utah 84401		Knife River Construction 7620 West Hwy 21 Magna, Utah 84044	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Schedule A: Street Improvements									
A1.	Mobilization.	1	ls.	\$28,000.00	\$28,000.00	\$40,000.00	\$40,000.00	\$16,423.12	\$16,423.12
A2.	Traffic Control.	1	ls.	\$42,000.00	\$42,000.00	\$25,000.00	\$25,000.00	\$13,650.00	\$13,650.00
A3.	Storm Water Pollution Prevention Plan (SWPPP).	1	ls.	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$5,423.25	\$5,423.25
A4.	Removal and disposal of existing asphalt (approximately 12,000 sy).	1	ls.	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00	\$89,397.11	\$89,397.11
A5.	Roadway excavation and sub grade preparation (approximately 2,550 cy).	1	ls.	\$50,000.00	\$50,000.00	\$51,000.00	\$51,000.00	\$31,701.63	\$31,701.63
A6.	Removal and disposal existing concrete flatwork.	2,300	sf.	\$3.00	\$6,900.00	\$1.50	\$3,450.00	\$0.66	\$1,518.00
A7.	Remove and dispose existing curb and gutter.	550	lf.	\$4.00	\$2,200.00	\$9.00	\$4,950.00	\$3.08	\$1,694.00
A8.	Removal and disposal of existing concrete waterway.	750	sf.	\$4.00	\$3,000.00	\$2.50	\$1,875.00	\$0.46	\$345.00
A9.	Furnish and install 4-foot or 5-foot wide, 4-inch thick concrete sidewalk.	1,560	sf.	\$10.00	\$15,600.00	\$8.00	\$12,480.00	\$11.92	\$18,595.20
A10.	Furnish and install 6-inch-thick concrete flatwork/driveway approach.	1,305	sf.	\$11.00	\$14,355.00	\$9.50	\$12,397.50	\$16.61	\$21,676.05
A11.	Furnish and install 4-inch-thick stamped and colored concrete.	820	sf.	\$20.00	\$16,400.00	\$16.00	\$13,120.00	\$19.51	\$15,998.20

Bid Item	Description	Quantity	Unit	Skyview Excavation and Grading PO Box 726 Morgan, Utah 84050		Marsh Construction 3746 North Higley Road Farr West, Utah 84401		Knife River Construction 7620 West Hwy 21 Magna, Utah 84044	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
A12.	Furnish and install concrete curb and gutter.	1,000	lf.	\$28.50	\$28,500.00	\$29.00	\$29,000.00	\$48.83	\$48,830.00
A13.	Furnish and install concrete rolled curb and gutter.	160	lf.	\$29.00	\$4,640.00	\$32.00	\$5,120.00	\$49.61	\$7,937.60
A14.	Furnish and install a concrete waterway.	300	sf.	\$28.00	\$8,400.00	\$15.00	\$4,500.00	\$19.90	\$5,970.00
A15.	Furnish and install a handicap ramp (red in color).	8	ea.	\$1,650.00	\$13,200.00	\$2,200.00	\$17,600.00	\$2,222.24	\$17,777.92
A16.	Sub-grade excavation, disposal and replacement with crushed pit run materials.	375	ton	\$25.00	\$9,375.00	\$38.00	\$14,250.00	\$83.16	\$31,185.00
A17.	Furnish and install untreated roadbase materials.	5,450	ton	\$22.00	\$119,900.00	\$24.00	\$130,800.00	\$23.52	\$128,184.00
A18.	Furnish and install bituminous asphalt paving materials.	2,200	ton	\$95.00	\$209,000.00	\$100.00	\$220,000.00	\$78.66	\$173,052.00
A19.	Adjust manhole ring and cover to finish grade.	14	ea.	\$1,050.00	\$14,700.00	\$850.00	\$11,900.00	\$350.80	\$4,911.20
A20.	Adjust valve box ring and cover to finish grade.	12	ea.	\$1,100.00	\$13,200.00	\$800.00	\$9,600.00	\$233.86	\$2,806.32
A21.	Remove and reinstall survey monument.	1	ls.	\$1,600.00	\$1,600.00	\$850.00	\$850.00	\$1,423.89	\$1,423.89
A22.	Pavement markings - 4" single white.	1,450	lf.	\$0.25	\$362.50	\$0.45	\$652.50	\$0.51	\$739.50
A23.	Pavement markings - 4" double yellow.	1,560	lf.	\$0.52	\$811.20	\$0.75	\$1,170.00	\$1.28	\$1,996.80
A24.	Pavement markings - 4" broken white.	110	lf.	\$0.45	\$49.50	\$0.50	\$55.00	\$1.08	\$118.80
A25.	Pavement markings - 4" solid and broken yellow.	875	lf.	\$0.75	\$656.25	\$0.68	\$595.00	\$1.20	\$1,050.00
A26.	Pavement marking - 4" dashed white.	50	lf.	\$0.45	\$22.50	\$0.50	\$25.00	\$0.97	\$48.50
A27.	Pavement markings - turn, straight and combo arrow.	6	ea.	\$100.00	\$600.00	\$65.00	\$390.00	\$68.42	\$410.52
A28.	Pavement markings - "SCHOOL".	1	ea.	\$100.00	\$100.00	\$300.00	\$300.00	\$273.69	\$273.69
A29.	Remove and replace all landscaping improvements, public/private damaged during construction.	800	sf.	\$10.00	\$8,000.00	\$25.00	\$20,000.00	\$10.50	\$8,400.00

Bid Item	Description	Quantity	Unit	Skyview Excavation and Grading PO Box 726 Morgan, Utah 84050		Marsh Construction 3746 North Higley Road Farr West, Utah 84401		Knife River Construction 7620 West Hwy 21 Magna, Utah 84044	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
A30.	Remove and relocate water meter assembly.	1	ea.	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$1,065.42	\$1,065.42
	Sub-Total: Schedule A: Street Improvements:				\$684,071.95		\$693,080.00		\$652,602.72
Schedule B: Storm Water Improvements									
B1.	Removal and disposal of the 18-inch corrugated metal storm water pipe.	112	lf.	\$10.00	\$1,120.00	\$30.00	\$3,360.00	\$27.98	\$3,133.76
B2.	Removal and disposal of the 48-inch corrugated metal and 21-inch concrete storm water pipes.	50	lf.	\$30.00	\$1,500.00	\$32.00	\$1,600.00	\$33.51	\$1,675.50
B3.	Furnish and install concrete plug in existing 48-inch corrugated metal pipe.	1	ls.	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,234.31	\$2,234.31
B4.	Remove the existing storm water junction box.	1	ls.	\$500.00	\$500.00	\$1,400.00	\$1,400.00	\$1,446.34	\$1,446.34
B5.	Remove and replace storm water junction box.	1	ls.	\$4,500.00	\$4,500.00	\$15,000.00	\$15,000.00	\$21,330.42	\$21,330.42
B6.	Remove the existing storm drain catch basin.	1	ls.	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$1,038.20	\$1,038.20
B7.	Remove grate and patch pipe.	1	ls.	\$1,800.00	\$1,800.00	\$5,000.00	\$5,000.00	\$1,883.69	\$1,883.69
B8.	Remove the existing sewer manhole.	1	ea.	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,038.20	\$1,038.20
B9.	Furnish and install 15-inch diameter class III RCP stormwater pipe.	90	lf.	\$85.00	\$7,650.00	\$100.00	\$9,000.00	\$46.97	\$4,227.30
B10.	Connect 15-inch diameter storm water pipe to existing catch basin.	1	ea.	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,775.71	\$1,775.71
B11.	Furnish 3/4-inch diameter clean gravel pipe bedding materials.	100	ton	\$32.00	\$3,200.00	\$28.00	\$2,800.00	\$22.87	\$2,287.00
B12.	Furnish clean import material for trench backfill.	400	ton	\$18.00	\$7,200.00	\$24.00	\$9,600.00	\$17.07	\$6,828.00
B13.	Furnish and install a hooded catch basin.	1	ea.	\$7,500.00	\$7,500.00	\$5,600.00	\$5,600.00	\$21,804.06	\$21,804.06

Bid Item	Description	Quantity	Unit	Skyview Excavation and Grading PO Box 726 Morgan, Utah 84050		Marsh Construction 3746 North Higley Road Farr West, Utah 84401		Knife River Construction 7620 West Hwy 21 Magna, Utah 84044	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
B14.	Furnish and install a hooded catch basin at Sta 6+17.85 RT 20.98'.	1	ea.	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00	\$21,281.00	\$21,281.00
B15.	Reconstruct hooded combo box.	1	ea.	\$7,500.00	\$7,500.00	\$2,500.00	\$2,500.00	\$21,161.08	\$21,161.08
B16.	Furnish and install a hooded combo box.	1	ea.	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$21,214.07	\$21,214.07
Sub-Total: Schedule B: Storm Water Improvements:					\$62,970.00		\$80,360.00		\$134,358.64
Sub-Total: Schedule A: Street Improvements:					\$684,071.95		\$693,080.00		\$652,602.72
Sub-Total: Schedule B: Storm Water Improvements:					\$62,970.00		\$80,360.00		\$134,358.64
TOTAL BID:					\$747,041.95		\$773,440.00		\$786,961.36
Surety Company City, State Bid Security - Bid Bond Amount Contractor's License Number				United States Fire Insurance Company Morriston, New Jersey 5% 4724835-5501		United States Fire Insurance Company Morriston, New Jersey 5% 376752-5501		Liberty Mutual Insurance Company Bloomington, Minnesota 5% 339339-5501	

BID PROPOSAL TABULATION

300 West Reconstruction Project: Riverdale Road to Northern City Limits

BID DATE: July 2nd, 2026

OWNER: RIVERDALE CITY

PUBLIC WORKS DIRECTOR: SHAWN DOUGLAS

Bid Item	Description	Quantity	Unit	Post Asphalt 1762 West 1350 South Ogden, Utah 84401		Geneva Rock Products Inc. 1235 West Stock Road Ogden, Utah 84401		3XL Construction Inc. P.O. Box 123 Eden, Utah 84310	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Schedule A: Street Improvements									
A1.	Mobilization.	1	ls.	\$9,600.00	\$9,600.00	\$46,000.00	\$46,000.00	\$42,250.00	\$42,250.00
A2.	Traffic Control.	1	ls.	\$12,000.00	\$12,000.00	\$18,500.00	\$18,500.00	\$21,556.00	\$21,556.00
A3.	Storm Water Pollution Prevention Plan (SWPPP).	1	ls.	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$6,752.00	\$6,752.00
A4.	Removal and disposal of existing asphalt (approximately 12,000 sy).	1	ls.	\$47,000.00	\$47,000.00	\$43,780.00	\$43,780.00	\$53,845.00	\$53,845.00
A5.	Roadway excavation and sub grade preparation (approximately 2,550 cy).	1	ls.	\$68,000.00	\$68,000.00	\$68,800.00	\$68,800.00	\$55,130.00	\$55,130.00
A6.	Removal and disposal existing concrete flatwork.	2,300	sf.	\$1.85	\$4,255.00	\$1.05	\$2,415.00	\$5.53	\$12,719.00
A7.	Remove and dispose existing curb and gutter.	550	lf.	\$9.50	\$5,225.00	\$3.90	\$2,145.00	\$8.09	\$4,449.50
A8.	Removal and disposal of existing concrete waterway.	750	sf.	\$2.50	\$1,875.00	\$1.45	\$1,087.50	\$6.02	\$4,515.00
A9.	Furnish and install 4-foot or 5-foot wide, 4-inch thick concrete sidewalk.	1,560	sf.	\$10.50	\$16,380.00	\$10.05	\$15,678.00	\$12.45	\$19,422.00
A10.	Furnish and install 6-inch-thick concrete flatwork/driveway approach.	1,305	sf.	\$12.30	\$16,051.50	\$13.10	\$17,095.50	\$13.84	\$18,061.20
A11.	Furnish and install 4-inch-thick stamped and colored concrete.	820	sf.	\$21.00	\$17,220.00	\$15.25	\$12,505.00	\$17.72	\$14,530.40

Bid Item	Description	Quantity	Unit	Post Asphalt 1762 West 1350 South Ogden, Utah 84401		Geneva Rock Products Inc. 1235 West Stock Road Ogden, Utah 84401		3XL Construction Inc. P.O. Box 123 Eden, Utah 84310	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
A12.	Furnish and install concrete curb and gutter.	1,000	lf.	\$37.00	\$37,000.00	\$35.50	\$35,500.00	\$37.62	\$37,620.00
A13.	Furnish and install concrete rolled curb and gutter.	160	lf.	\$37.00	\$5,920.00	\$45.40	\$7,264.00	\$58.42	\$9,347.20
A14.	Furnish and install a concrete waterway.	300	sf.	\$32.00	\$9,600.00	\$16.80	\$5,040.00	\$19.42	\$5,826.00
A15.	Furnish and install a handicap ramp (red in color).	8	ea.	\$1,800.00	\$14,400.00	\$2,440.00	\$19,520.00	\$2,225.00	\$17,800.00
A16.	Sub-grade excavation, disposal and replacement with crushed pit run materials.	375	ton	\$49.00	\$18,375.00	\$38.45	\$14,418.75	\$30.93	\$11,598.75
A17.	Furnish and install untreated roadbase materials.	5,450	ton	\$32.00	\$174,400.00	\$31.35	\$170,857.50	\$28.61	\$155,924.50
A18.	Furnish and install bituminous asphalt paving materials.	2,200	ton	\$92.50	\$203,500.00	\$86.05	\$189,310.00	\$95.73	\$210,606.00
A19.	Adjust manhole ring and cover to finish grade.	14	ea.	\$995.00	\$13,930.00	\$495.00	\$6,930.00	\$1,350.00	\$18,900.00
A20.	Adjust valve box ring and cover to finish grade.	12	ea.	\$725.00	\$8,700.00	\$345.00	\$4,140.00	\$825.00	\$9,900.00
A21.	Remove and reinstall survey monument.	1	ls.	\$1,600.00	\$1,600.00	\$770.00	\$770.00	\$1,975.00	\$1,975.00
A22.	Pavement markings - 4" single white.	1,450	lf.	\$1.16	\$1,682.00	\$0.30	\$435.00	\$0.22	\$319.00
A23.	Pavement markings - 4" double yellow.	1,560	lf.	\$2.35	\$3,666.00	\$0.65	\$1,014.00	\$0.51	\$795.60
A24.	Pavement markings - 4" broken white.	110	lf.	\$1.16	\$127.60	\$0.20	\$22.00	\$0.40	\$44.00
A25.	Pavement markings - 4" solid and broken yellow.	875	lf.	\$1.16	\$1,015.00	\$0.55	\$481.25	\$0.61	\$533.75
A26.	Pavement marking - 4" dashed white.	50	lf.	\$1.16	\$58.00	\$0.20	\$10.00	\$0.40	\$20.00
A27.	Pavement markings - turn, straight and combo arrow.	6	ea.	\$250.00	\$1,500.00	\$42.00	\$252.00	\$84.15	\$504.90
A28.	Pavement markings - "SCHOOL".	1	ea.	\$390.00	\$390.00	\$215.00	\$215.00	\$82.02	\$82.02
A29.	Remove and replace all landscaping improvements, public/private damaged during construction.	800	sf.	\$6.75	\$5,400.00	\$6.65	\$5,320.00	\$7.69	\$6,152.00

Bid Item	Description	Quantity	Unit	Post Asphalt 1762 West 1350 South Ogden, Utah 84401		Geneva Rock Products Inc. 1235 West Stock Road Ogden, Utah 84401		3XL Construction Inc. P.O. Box 123 Eden, Utah 84310	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
A30.	Remove and relocate water meter assembly.	1	ea.	\$5,500.00	\$5,500.00	\$6,255.00	\$6,255.00	\$1,110.00	\$1,110.00
	Sub-Total: Schedule A: Street Improvements:				\$711,870.10		\$710,760.50		\$742,288.82
Schedule B: Storm Water Improvements									
B1.	Removal and disposal of the 18-inch corrugated metal storm water pipe.	112	lf.	\$33.00	\$3,696.00	\$51.75	\$5,796.00	\$33.00	\$3,696.00
B2.	Removal and disposal of the 48-inch corrugated metal and 21-inch concrete storm water pipes.	50	lf.	\$35.20	\$1,760.00	\$55.05	\$2,752.50	\$34.50	\$1,725.00
B3.	Furnish and install concrete plug in existing 48-inch corrugated metal pipe.	1	ls.	\$1,650.00	\$1,650.00	\$887.00	\$887.00	\$2,735.00	\$2,735.00
B4.	Remove the existing storm water junction box.	1	ls.	\$1,540.00	\$1,540.00	\$1,130.00	\$1,130.00	\$1,105.00	\$1,105.00
B5.	Remove and replace storm water junction box.	1	ls.	\$16,500.00	\$16,500.00	\$19,800.00	\$19,800.00	\$6,725.00	\$6,725.00
B6.	Remove the existing storm drain catch basin.	1	ls.	\$2,750.00	\$2,750.00	\$1,130.00	\$1,130.00	\$1,105.00	\$1,105.00
B7.	Remove grate and patch pipe.	1	ls.	\$5,500.00	\$5,500.00	\$2,055.00	\$2,055.00	\$2,230.00	\$2,230.00
B8.	Remove the existing sewer manhole.	1	ea.	\$2,750.00	\$2,750.00	\$1,130.00	\$1,130.00	\$3,885.00	\$3,885.00
B9.	Furnish and install 15-inch diameter class III RCP stormwater pipe.	90	lf.	\$110.00	\$9,900.00	\$107.80	\$9,702.00	\$113.15	\$10,183.50
B10.	Connect 15-inch diameter storm water pipe to existing catch basin.	1	ea.	\$1,650.00	\$1,650.00	\$1,895.00	\$1,895.00	\$2,277.00	\$2,277.00
B11.	Furnish 3/4-inch diameter clean gravel pipe bedding materials.	100	ton	\$30.80	\$3,080.00	\$40.55	\$4,055.00	\$25.42	\$2,542.00
B12.	Furnish clean import material for trench backfill.	400	ton	\$26.40	\$10,560.00	\$22.50	\$9,000.00	\$23.43	\$9,372.00
B13.	Furnish and install a hooded catch basin.	1	ea.	\$6,160.00	\$6,160.00	\$7,570.00	\$7,570.00	\$4,414.35	\$4,414.35

Bid Item	Description	Quantity	Unit	Post Asphalt 1762 West 1350 South Ogden, Utah 84401		Geneva Rock Products Inc. 1235 West Stock Road Ogden, Utah 84401		3XL Construction Inc. P.O. Box 123 Eden, Utah 84310	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
B14.	Furnish and install a hooded catch basin at Sta 6+17.85 RT 20.98'.	1	ea.	\$4,961.06	\$4,961.06	\$9,290.00	\$9,290.00	\$4,414.35	\$4,414.35
B15.	Reconstruct hooded combo box.	1	ea.	\$5,512.29	\$5,512.29	\$4,415.00	\$4,415.00	\$3,235.00	\$3,235.00
B16.	Furnish and install a hooded combo box.	1	ea.	\$7,165.98	\$7,165.98	\$10,395.00	\$10,395.00	\$9,790.00	\$9,790.00
Sub-Total: Schedule B: Storm Water Improvements:					\$85,135.33		\$91,002.50		\$69,434.20
Sub-Total: Schedule A: Street Improvements:					\$711,870.10		\$710,760.50		\$742,288.82
Sub-Total: Schedule B: Storm Water Improvements:					\$85,135.33		\$91,002.50		\$69,434.20
TOTAL BID:					\$797,005.43		\$801,763.00		\$811,723.02
Surety Company City, State Bid Security - Bid Bond Amount Contractor's License Number				United State Fire Insurance Company Morriston, New Jersey 5% 14267654-5501		Travelers Casulaty and Surety Compnay of America Hartford, Conneticut 5% 239696-5501		Selective Insurance Company of America Branchville, New Jersey 5% 6922445-5501	

BID PROPOSAL TABULATION

300 West Reconstruction Project: Riverdale Road to Northern City Limits

BID DATE: July 2nd, 2026

OWNER: RIVERDALE CITY

PUBLIC WORKS DIRECTOR: SHAWN DOUGLAS

Bid Item	Description	Quantity	Unit	Stapp Construction, Inc. 840 North 700 West North Salt Lake, Utah 84054		TriCo Construction Inc. 194 W 12650 S Suite 100 Draper, Utah 84020		Pronghorn Construction Inc. 132 West 13490 South Draper, Utah 84020	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Schedule A: Street Improvements									
A1.	Mobilization.	1	ls.	\$58,950.00	\$58,950.00	\$67,167.00	\$67,167.00	\$45,000.00	\$45,000.00
A2.	Traffic Control.	1	ls.	\$36,260.00	\$36,260.00	\$30,741.00	\$30,741.00	\$55,000.00	\$55,000.00
A3.	Storm Water Pollution Prevention Plan (SWPPP).	1	ls.	\$16,280.00	\$16,280.00	\$16,284.00	\$16,284.00	\$8,000.00	\$8,000.00
A4.	Removal and disposal of existing asphalt (approximately 12,000 sy).	1	ls.	\$85,575.00	\$85,575.00	\$80,999.00	\$80,999.00	\$115,000.00	\$115,000.00
A5.	Roadway excavation and sub grade preparation (approximately 2,550 cy).	1	ls.	\$74,640.00	\$74,640.00	\$63,394.00	\$63,394.00	\$100,000.00	\$100,000.00
A6.	Removal and disposal existing concrete flatwork.	2,300	sf.	\$2.40	\$5,520.00	\$3.60	\$8,280.00	\$3.00	\$6,900.00
A7.	Remove and dispose existing curb and gutter.	550	lf.	\$10.50	\$5,775.00	\$6.49	\$3,569.50	\$10.00	\$5,500.00
A8.	Removal and disposal of existing concrete waterway.	750	sf.	\$3.70	\$2,775.00	\$4.44	\$3,330.00	\$5.00	\$3,750.00
A9.	Furnish and install 4-foot or 5-foot wide, 4-inch thick concrete sidewalk.	1,560	sf.	\$8.80	\$13,728.00	\$9.60	\$14,976.00	\$16.00	\$24,960.00
A10.	Furnish and install 6-inch-thick concrete flatwork/driveway approach.	1,305	sf.	\$11.00	\$14,355.00	\$12.69	\$16,560.45	\$14.00	\$18,270.00
A11.	Furnish and install 4-inch-thick stamped and colored concrete.	820	sf.	\$11.50	\$9,430.00	\$19.92	\$16,334.40	\$20.00	\$16,400.00

Bid Item	Description	Quantity	Unit	Stapp Construction, Inc. 840 North 700 West North Salt Lake, Utah 84054		TriCo Construction Inc. 194 W 12650 S Suite 100 Draper, Utah 84020		Pronghorn Construction Inc. 132 West 13490 South Draper, Utah 84020	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
A12.	Furnish and install concrete curb and gutter.	1,000	lf.	\$40.00	\$40,000.00	\$34.76	\$34,760.00	\$45.00	\$45,000.00
A13.	Furnish and install concrete rolled curb and gutter.	160	lf.	\$48.00	\$7,680.00	\$43.58	\$6,972.80	\$55.00	\$8,800.00
A14.	Furnish and install a concrete waterway.	300	sf.	\$18.50	\$5,550.00	\$14.15	\$4,245.00	\$26.00	\$7,800.00
A15.	Furnish and install a handicap ramp (red in color).	8	ea.	\$2,675.00	\$21,400.00	\$3,662.75	\$29,302.00	\$4,000.00	\$32,000.00
A16.	Sub-grade excavation, disposal and replacement with crushed pit run materials.	375	ton	\$42.00	\$15,750.00	\$29.06	\$10,897.50	\$65.00	\$24,375.00
A17.	Furnish and install untreated roadbase materials.	5,450	ton	\$30.00	\$163,500.00	\$26.62	\$145,079.00	\$33.00	\$179,850.00
A18.	Furnish and install bituminous asphalt paving materials.	2,200	ton	\$103.00	\$226,600.00	\$115.00	\$253,000.00	\$93.00	\$204,600.00
A19.	Adjust manhole ring and cover to finish grade.	14	ea.	\$722.00	\$10,108.00	\$1,494.57	\$20,923.98	\$1,100.00	\$15,400.00
A20.	Adjust valve box ring and cover to finish grade.	12	ea.	\$775.00	\$9,300.00	\$153.58	\$1,842.96	\$1,000.00	\$12,000.00
A21.	Remove and reinstall survey monument.	1	ls.	\$626.00	\$626.00	\$575.00	\$575.00	\$4,000.00	\$4,000.00
A22.	Pavement markings - 4" single white.	1,450	lf.	\$0.25	\$362.50	\$1.68	\$2,436.00	\$1.85	\$2,682.50
A23.	Pavement markings - 4" double yellow.	1,560	lf.	\$0.58	\$904.80	\$2.86	\$4,461.60	\$2.00	\$3,120.00
A24.	Pavement markings - 4" broken white.	110	lf.	\$0.45	\$49.50	\$7.48	\$822.80	\$15.00	\$1,650.00
A25.	Pavement markings - 4" solid and broken yellow.	875	lf.	\$0.69	\$603.75	\$2.00	\$1,750.00	\$5.00	\$4,375.00
A26.	Pavement marking - 4" dashed white.	50	lf.	\$0.45	\$22.50	\$15.02	\$751.00	\$50.00	\$2,500.00
A27.	Pavement markings - turn, straight and combo arrow.	6	ea.	\$96.00	\$576.00	\$373.83	\$2,242.98	\$500.00	\$3,000.00
A28.	Pavement markings - "SCHOOL".	1	ea.	\$93.50	\$93.50	\$1,093.00	\$1,093.00	\$750.00	\$750.00
A29.	Remove and replace all landscaping improvements, public/private damaged during construction.	800	sf.	\$6.40	\$5,120.00	\$5.30	\$4,240.00	\$8.00	\$6,400.00

Bid Item	Description	Quantity	Unit	Stapp Construction, Inc. 840 North 700 West North Salt Lake, Utah 84054		TriCo Construction Inc. 194 W 12650 S Suite 100 Draper, Utah 84020		Pronghorn Construction Inc. 132 West 13490 South Draper, Utah 84020	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
A30.	Remove and relocate water meter assembly.	1	ea.	\$4,760.00	\$4,760.00	\$1,417.00	\$1,417.00	\$2,385.57	\$2,385.57
	Sub-Total: Schedule A: Street Improvements:				\$836,294.55		\$848,447.97		\$959,468.07
Schedule B: Storm Water Improvements									
B1.	Removal and disposal of the 18-inch corrugated metal storm water pipe.	112	lf.	\$12.50	\$1,400.00	\$37.72	\$4,224.64	\$29.65	\$3,320.80
B2.	Removal and disposal of the 48-inch corrugated metal and 21-inch concrete storm water pipes.	50	lf.	\$25.00	\$1,250.00	\$77.32	\$3,866.00	\$29.65	\$1,482.50
B3.	Furnish and install concrete plug in existing 48-inch corrugated metal pipe.	1	ls.	\$1,925.00	\$1,925.00	\$2,326.00	\$2,326.00	\$1,200.00	\$1,200.00
B4.	Remove the existing storm water junction box.	1	ls.	\$1,175.00	\$1,175.00	\$1,654.00	\$1,654.00	\$2,500.00	\$2,500.00
B5.	Remove and replace storm water junction box.	1	ls.	\$13,460.00	\$13,460.00	\$6,793.00	\$6,793.00	\$8,000.00	\$8,000.00
B6.	Remove the existing storm drain catch basin.	1	ls.	\$1,420.00	\$1,420.00	\$1,366.00	\$1,366.00	\$2,000.00	\$2,000.00
B7.	Remove grate and patch pipe.	1	ls.	\$996.00	\$996.00	\$1,167.00	\$1,167.00	\$2,000.00	\$2,000.00
B8.	Remove the existing sewer manhole.	1	ea.	\$2,375.00	\$2,375.00	\$4,653.00	\$4,653.00	\$1,598.26	\$1,598.26
B9.	Furnish and install 15-inch diameter class III RCP stormwater pipe.	90	lf.	\$130.00	\$11,700.00	\$136.70	\$12,303.00	\$160.00	\$14,400.00
B10.	Connect 15-inch diameter storm water pipe to existing catch basin.	1	ea.	\$1,115.00	\$1,115.00	\$791.00	\$791.00	\$2,000.00	\$2,000.00
B11.	Furnish 3/4-inch diameter clean gravel pipe bedding materials.	100	ton	\$62.00	\$6,200.00	\$48.08	\$4,808.00	\$35.00	\$3,500.00
B12.	Furnish clean import material for trench backfill.	400	ton	\$22.50	\$9,000.00	\$28.10	\$11,240.00	\$55.00	\$22,000.00
B13.	Furnish and install a hooded catch basin.	1	ea.	\$11,525.00	\$11,525.00	\$10,786.00	\$10,786.00	\$7,500.00	\$7,500.00

Bid Item	Description	Quantity	Unit	Stapp Construction, Inc. 840 North 700 West North Salt Lake, Utah 84054		TriCo Construction Inc. 194 W 12650 S Suite 100 Draper, Utah 84020		Pronghorn Construction Inc. 132 West 13490 South Draper, Utah 84020	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
B14.	Furnish and install a hooded catch basin at Sta 6+17.85 RT 20.98'.	1	ea.	\$11,525.00	\$11,525.00	\$10,786.00	\$10,786.00	\$5,500.00	\$5,500.00
B15.	Reconstruct hooded combo box.	1	ea.	\$9,795.00	\$9,795.00	\$23,927.00	\$23,927.00	\$3,750.00	\$3,750.00
B16.	Furnish and install a hooded combo box.	1	ea.	\$9,795.00	\$9,795.00	\$25,169.00	\$25,169.00	\$8,000.00	\$8,000.00
Sub-Total: Schedule B: Storm Water Improvements:					\$94,656.00		\$125,859.64		\$88,751.56
Sub-Total: Schedule A: Street Improvements:					\$836,294.55		\$848,447.97		\$959,468.07
Sub-Total: Schedule B: Storm Water Improvements:					\$94,656.00		\$125,859.64		\$88,751.56
TOTAL BID:					\$930,950.55		\$974,307.61		\$1,048,219.63
Surety Company City, State Bid Security - Bid Bond Amount Contractor's License Number				United States Fire Insurance Company Morristown, New Jersey 5% 358047-5501		United States Fire Insurance Company Morristown, New Jersey 5% 252522-5501		Cashier's Check 11799248-5501	

BID PROPOSAL TABULATION

300 West Reconstruction Project: Riverdale Road to Northern City Limits

BID DATE: July 2nd, 2026

OWNER: RIVERDALE CITY

PUBLIC WORKS DIRECTOR: SHAWN DOUGLAS

Bid Item	Description	Quantity	Unit	Beck Construction & Excavation Inc. 10432 S 1055 W South Jordan, Utah 84095		Landmark Excavating, Inc. 195 East 620 South American Fork, Utah 84003	
				Unit Price	Total Amount	Unit Price	Total Amount
	Schedule A: Street Improvements						
A1.	Mobilization.	1	ls.	\$110,000.00	\$110,000.00	\$86,460.00	\$86,460.00
A2.	Traffic Control.	1	ls.	\$45,000.00	\$45,000.00	\$46,040.00	\$46,040.00
A3.	Storm Water Pollution Prevention Plan (SWPPP).	1	ls.	\$10,500.00	\$10,500.00	\$9,325.00	\$9,325.00
A4.	Removal and disposal of existing asphalt (approximately 12,000 sy).	1	ls.	\$50,900.00	\$50,900.00	\$99,310.00	\$99,310.00
A5.	Roadway excavation and sub grade preparation (approximately 2,550 cy).	1	ls.	\$153,500.00	\$153,500.00	\$87,910.00	\$87,910.00
A6.	Removal and disposal existing concrete flatwork.	2,300	sf.	\$3.00	\$6,900.00	\$1.85	\$4,255.00
A7.	Remove and dispose existing curb and gutter.	550	lf.	\$8.00	\$4,400.00	\$10.90	\$5,995.00
A8.	Removal and disposal of existing concrete waterway.	750	sf.	\$5.00	\$3,750.00	\$2.85	\$2,137.50
A9.	Furnish and install 4-foot or 5-foot wide, 4-inch thick concrete sidewalk.	1,560	sf.	\$9.50	\$14,820.00	\$11.20	\$17,472.00
A10.	Furnish and install 6-inch-thick concrete flatwork/driveway approach.	1,305	sf.	\$12.00	\$15,660.00	\$11.90	\$15,529.50
A11.	Furnish and install 4-inch-thick stamped and colored concrete.	820	sf.	\$14.00	\$11,480.00	\$19.50	\$15,990.00

Bid Item	Description	Quantity	Unit	Beck Construction & Excavation Inc. 10432 S 1055 W South Jordan, Utah 84095		Landmark Excavating, Inc. 195 East 620 South American Fork, Utah 84003	
				Unit Price	Total Amount	Unit Price	Total Amount
A12.	Furnish and install concrete curb and gutter.	1,000	lf.	\$43.00	\$43,000.00	\$55.60	\$55,600.00
A13.	Furnish and install concrete rolled curb and gutter.	160	lf.	\$43.00	\$6,880.00	\$61.10	\$9,776.00
A14.	Furnish and install a concrete waterway.	300	sf.	\$21.50	\$6,450.00	\$23.30	\$6,990.00
A15.	Furnish and install a handicap ramp (red in color).	8	ea.	\$1,460.00	\$11,680.00	\$3,245.00	\$25,960.00
A16.	Sub-grade excavation, disposal and replacement with crushed pit run materials.	375	ton	\$63.50	\$23,812.50	\$50.60	\$18,975.00
A17.	Furnish and install untreated roadbase materials.	5,450	ton	\$32.00	\$174,400.00	\$33.10	\$180,395.00
A18.	Furnish and install bituminous asphalt paving materials.	2,200	ton	\$121.00	\$266,200.00	\$124.00	\$272,800.00
A19.	Adjust manhole ring and cover to finish grade.	14	ea.	\$495.00	\$6,930.00	\$1,170.00	\$16,380.00
A20.	Adjust valve box ring and cover to finish grade.	12	ea.	\$395.00	\$4,740.00	\$963.00	\$11,556.00
A21.	Remove and reinstall survey monument.	1	ls.	\$2,800.00	\$2,800.00	\$963.00	\$963.00
A22.	Pavement markings - 4" single white.	1,450	lf.	\$0.25	\$362.50	\$0.40	\$580.00
A23.	Pavement markings - 4" double yellow.	1,560	lf.	\$0.70	\$1,092.00	\$0.85	\$1,326.00
A24.	Pavement markings - 4" broken white.	110	lf.	\$0.50	\$55.00	\$0.30	\$33.00
A25.	Pavement markings - 4" solid and broken yellow.	875	lf.	\$0.75	\$656.25	\$0.70	\$612.50
A26.	Pavement marking - 4" dashed white.	50	lf.	\$0.50	\$25.00	\$0.30	\$15.00
A27.	Pavement markings - turn, straight and combo arrow.	6	ea.	\$103.00	\$618.00	\$52.30	\$313.80
A28.	Pavement markings - "SCHOOL".	1	ea.	\$100.00	\$100.00	\$268.00	\$268.00
A29.	Remove and replace all landscaping improvements, public/private damaged during construction.	800	sf.	\$13.50	\$10,800.00	\$16.80	\$13,440.00

Bid Item	Description	Quantity	Unit	Beck Construction & Excavation Inc. 10432 S 1055 W South Jordan, Utah 84095		Landmark Excavating, Inc. 195 East 620 South American Fork, Utah 84003	
				Unit Price	Total Amount	Unit Price	Total Amount
A30.	Remove and relocate water meter assembly.	1	ea.	\$4,710.00	\$4,710.00	\$2,795.00	\$2,795.00
	Sub-Total: Schedule A: Street Improvements:				\$992,221.25		\$1,009,202.30
Schedule B: Storm Water Improvements							
B1.	Removal and disposal of the 18-inch corrugated metal storm water pipe.	112	lf.	\$38.00	\$4,256.00	\$65.30	\$7,313.60
B2.	Removal and disposal of the 48-inch corrugated metal and 21-inch concrete storm water pipes.	50	lf.	\$38.00	\$1,900.00	\$98.10	\$4,905.00
B3.	Furnish and install concrete plug in existing 48-inch corrugated metal pipe.	1	ls.	\$1,050.00	\$1,050.00	\$6,745.00	\$6,745.00
B4.	Remove the existing storm water junction box.	1	ls.	\$2,640.00	\$2,640.00	\$2,155.00	\$2,155.00
B5.	Remove and replace storm water junction box.	1	ls.	\$9,500.00	\$9,500.00	\$30,460.00	\$30,460.00
B6.	Remove the existing storm drain catch basin.	1	ls.	\$2,640.00	\$2,640.00	\$1,260.00	\$1,260.00
B7.	Remove grate and patch pipe.	1	ls.	\$6,628.00	\$6,628.00	\$5,560.00	\$5,560.00
B8.	Remove the existing sewer manhole.	1	ea.	\$3,500.00	\$3,500.00	\$1,970.00	\$1,970.00
B9.	Furnish and install 15-inch diameter class III RCP stormwater pipe.	90	lf.	\$480.00	\$43,200.00	\$120.00	\$10,800.00
B10.	Connect 15-inch diameter storm water pipe to existing catch basin.	1	ea.	\$3,109.00	\$3,109.00	\$1,715.00	\$1,715.00
B11.	Furnish 3/4-inch diameter clean gravel pipe bedding materials.	100	ton	\$54.50	\$5,450.00	\$46.50	\$4,650.00
B12.	Furnish clean import material for trench backfill.	400	ton	\$31.00	\$12,400.00	\$35.40	\$14,160.00
B13.	Furnish and install a hooded catch basin.	1	ea.	\$6,000.00	\$6,000.00	\$13,330.00	\$13,330.00

Bid Item	Description	Quantity	Unit	Beck Construction & Excavation Inc. 10432 S 1055 W South Jordan, Utah 84095		Landmark Excavating, Inc. 195 East 620 South American Fork, Utah 84003	
				Unit Price	Total Amount	Unit Price	Total Amount
B14.	Furnish and install a hooded catch basin at Sta 6+17.85 RT 20.98'.	1	ea.	\$6,000.00	\$6,000.00	\$12,440.00	\$12,440.00
B15.	Reconstruct hooded combo box.	1	ea.	\$5,000.00	\$5,000.00	\$5,895.00	\$5,895.00
B16.	Furnish and install a hooded combo box.	1	ea.	\$16,000.00	\$16,000.00	\$15,260.00	\$15,260.00
	Sub-Total: Schedule B: Storm Water Improvements:				\$129,273.00		\$138,618.60
	Sub-Total: Schedule A: Street Improvements:				\$992,221.25		\$1,009,202.30
	Sub-Total: Schedule B: Storm Water Improvements:				\$129,273.00		\$138,618.60
TOTAL BID:					\$1,121,494.25		\$1,147,820.90
Surety Company City, State Bid Security - Bid Bond Amount Contractor's License Number				United States Fire Insurance Company Morristown, New Jersey 5% 8659846-5501		Employers Mutual Casualty Company Des Moines, Iowa 5% 6155918-5501	

**RIVERDALE CITY
CITY COUNCIL AGENDA
July 21, 2026**

AGENDA ITEM: G6

SUBJECT: Consideration of Resolution #2026-31 approving a professional services agreement with Civil Engineering Consultants, LLC for city engineer services

PRESENTER: Brandon Cooper, Community Development

INFORMATION:

- a. [Executive Summary/ Transmittal](#)
- b. [Resolution #2026-31](#)
- c. [Professional Services Agreement](#)

[BACK TO AGENDA](#)



Body: City Council
Topic: Professional Services Agreement – Municipal City Engineer
Department: Community Development
Director: Brandon Cooper
Staff/Presenter: Brandon Cooper
Contact: bcooper@riverdaleutah.gov

ITEM TYPE

- ☒ Action Item
- ☐ Public Hearing
- ☐ Discussion Item
- ☐ Information Item
- ☐ Other _____

SUBJECT

Consideration of a Professional Services Agreement with Civil Engineering Consultants, LLC ("CEC") to provide Municipal City Engineer Services for Riverdale City.

RECOMMENDATION

Staff recommends approval of the Professional Services Agreement with Civil Engineering Consultants, LLC, finding that the Agreement provides the City with comprehensive municipal engineering services while incorporating appropriate contractual protections, insurance requirements, and flexibility for future engineering projects.

BACKGROUND

Riverdale City issued a Request for Proposals (RFP) seeking a qualified engineering firm to provide comprehensive municipal engineering services. Following the City's evaluation process, Civil Engineering Consultants, LLC ("CEC") was determined to be the most qualified firm based upon its experience, qualifications, responsiveness, and ability to provide the breadth of engineering services required by the City.

The proposed agreement establishes the terms under which CEC will serve as the City's Municipal Engineer and provide engineering support to the Public Works, Community Development, Building, and Administration Departments.

SCOPE OF SERVICES

The Agreement provides for a broad range of municipal engineering services, including:

- Civil engineering design for roads, water, sewer, storm drainage, and municipal infrastructure.
- Review of development applications, site plans, subdivisions, grading plans, drainage reports, traffic studies, floodplain analyses, and utility plans.
- Structural engineering and surveying services.



- Attendance at City Council, Planning Commission, Development Review Committee, pre-application meetings, and project coordination meetings as requested.
- Construction inspections.
- Floodplain management assistance.
- Engineering support for economic development projects.
- Preparation of engineering standards and code updates.
- Coordination with UDOT, Central Weber Sewer District, Weber Basin Water District, utilities, and other governmental agencies.

The agreement is intended to provide the City with a single engineering consultant capable of supporting both daily development review functions and larger capital improvement projects. Although the remaining Letter of Credit appears sufficient **overall**, staff's review indicates several individual improvement categories appear underfunded when compared with current contractor pricing.

CONTRACT TERM

The initial term of the Agreement is two (2) years. Following the initial term, the Agreement may be renewed for up to two (2) additional two-year terms upon mutual agreement of the parties and satisfactory performance as determined by the City. Any extension may include negotiated adjustments to the hourly fee schedule.

COMPENSATION

The Agreement is structured primarily as a time-and-materials contract. Engineering services will generally be billed according to the hourly rates contained in Exhibit B of the Agreement. The Agreement also allows individual projects to utilize alternative compensation methods, including:

- Lump Sum
- Hourly with a Not-to-Exceed amount
- Percentage of Construction Cost

The compensation method for individual projects will be determined at the beginning of each project. Monthly itemized invoices are required, and payment is due within fifteen (15) days following City approval.

RISK MANAGEMENT

The Agreement includes several provisions intended to protect the City's interests, including:

- Minimum insurance requirements, including General Liability, Automobile Liability, Workers Compensation, Professional Liability, and Crime/Fraud coverage.



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- Broad indemnification in favor of the City.
 - Requirement that the City be named as an additional insured.
 - Ownership of all work products by the City.
 - Detailed transition requirements requiring delivery of all electronic files, GIS data, engineering documents, and project records upon termination.
 - Thirty-day termination for convenience by either party.
 - Five-day termination for cause.
 - Conflict of interest provisions.
 - Independent contractor status.
 - Compliance with Utah employment verification requirements.

FISCAL IMPACT

This Agreement does not obligate the City to expend a minimum amount of funds. Engineering services will be utilized only as authorized by the City and paid from existing departmental budgets or project-specific appropriations. The Agreement expressly states that it does not guarantee any minimum amount of work or compensation.

Attachments:

Professional Services Agreement
Resolution



RESOLUTION NO. 2026-31

A RESOLUTION OF THE RIVERDALE CITY COUNCIL APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CIVIL ENGINEERING CONSULTANTS, LLC FOR MUNICIPAL ENGINEER SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, Riverdale City has determined that municipal engineering services are necessary to provide engineering review, design, inspection, construction administration, and technical assistance for public infrastructure and private development projects; and

WHEREAS, the City conducted a Request for Proposals in accordance with applicable City policies and Utah law to obtain qualified municipal engineering services; and

WHEREAS, Civil Engineering Consultants, LLC was determined to be the most qualified firm based upon the evaluation criteria established in the Request for Proposals; and

WHEREAS, the parties have negotiated a Professional Services Agreement establishing, among other things, the scope of services, compensation, insurance requirements, indemnification provisions, ownership of work product, and other contractual terms governing the relationship between the parties; and

WHEREAS, the Agreement provides for an initial two-year term with the option for two additional two-year extensions upon mutual agreement and satisfactory performance; and

WHEREAS, the City Council finds that approval of the Professional Services Agreement is in the best interest of Riverdale City and will promote the efficient administration of municipal engineering services.

NOW, THEREFORE, BE IT RESOLVED by the City of Riverdale, that:

Section 1.

The Professional Services Agreement between Riverdale City and Civil Engineering Consultants, LLC for Municipal City Engineer Services, attached hereto as **Exhibit A**, is hereby approved.

Section 2.

The Mayor is authorized to execute the Agreement on behalf of Riverdale City together with such non-substantive revisions as may be approved by the City Attorney.

Section 3.

The City Administrator and appropriate City staff are authorized to administer the Agreement and authorize work consistent with the terms of the Agreement and available appropriations.

Section 4.

Nothing in this Resolution shall be construed as appropriating funds beyond those lawfully budgeted by the City or guaranteeing any minimum amount of work under the Agreement.

Section 5.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of Riverdale City, Utah this _____ day of _____, 2026.

Braden D. Mitchell
Mayor

ATTEST:

Michelle Marigoni
City Recorder

**PROFESSIONAL SERVICES AGREEMENT
MUNICIPAL CITY ENGINEER SERVICES
RIVERDALE CITY**

This **AGREEMENT**, entered into as of the _____ day of _____, 2026 (“**Effective Date**”), by and between the **RIVERDALE CITY**, a Utah political entity (hereinafter “**City**”) and **CIVIL ENGINEERING CONSULTANTS, LLC**, a Utah limited liability company (hereinafter “**Engineer**”). The City and Engineer are collectively referred to herein as the “**Parties**” and sometimes individually as a “**Party**”.

RECITALS

WHEREAS, the City has established a need for a professional Engineer for comprehensive municipal engineering services; and

WHEREAS, the City has conducted a formal solicitation for proposals (“**RFP**”) from engineering firms pursuant to Riverdale City code and Utah state law; and

WHEREAS, Engineer submitted its proposal, having examined the RFP, and was chosen as the most highly qualified engineer, best suited to meet City’s needs pursuant to the RFP criteria; and

WHEREAS, City has awarded this contract to Engineer and Engineer desires to perform the work as described herein.

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

1. Exhibits to Agreement. The following exhibits are attached and hereby incorporated by reference into this Agreement. In the event of a conflict between this Agreement and its exhibits, the terms of this Agreement shall prevail:

Exhibit A – Scope of Services

Exhibit B – Engineer’s Schedule of Rates and Charges

2. Performance of Services. The City hereby agrees to engage Engineer, and Engineer hereby agrees to perform the services described in the Scope of Services set forth in Exhibit A. Engineer shall perform such services using best efforts, due diligence, and the professional skill and care ordinarily exercised by members of the same profession practicing under similar circumstances. Engineer may engage subconsultants, subcontractors, or other third-party consultants as reasonably necessary to perform portions of the services, provided that: (a) the Engineer shall remain fully responsible to the City for the acts, errors, omissions, and performance of all such subconsultants and third-party consultants, as if the services were performed directly by Engineer; (b) the use of any subconsultant or third-party consultant shall be subject to prior written approval by the City, which approval shall not be unreasonably withheld; (c) all subconsultants and third-party consultants shall be properly licensed in the State of Utah, where required, and shall comply with all applicable laws, regulations, and professional

standards; and (d) Engineer shall ensure that all subconsultants and third-party consultants are bound by written agreements that impose obligations consistent with the terms of this Agreement, including insurance, indemnification, confidentiality, and ownership of work product provisions.

Engineer shall provide and maintain adequate staffing and supervision to ensure timely, competent, and coordinated performance of the services described herein.

3. Time of Performance. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of two (2) years, unless earlier terminated in accordance with the provisions of this Agreement. Upon written mutual agreement of the Parties and subject to the City's determination that Engineer's performance has been satisfactory, this Agreement may be extended for up to two (2) additional two-year (2) terms. Any extension shall be documented by a written amendment executed prior to the expiration of the then-current term. Any extension of this Agreement may include an adjustment to the Engineer's Schedule of Rates and Charges, as set forth in Exhibit B, subject to negotiation and written approval by the City. Absent such written approval, the existing rates shall remain in effect.

Execution of this Agreement authorizes the Engineer to perform services only when and as specifically directed in writing by the City, and only to the extent that such services are within the scope of this Agreement and supported by available and appropriated funds. Nothing herein shall be construed as a guarantee of any minimum amount of work or compensation.

4. Compensation. As full and complete compensation for the performance of the services described in the Scope of Services set forth in Exhibit A, the City shall pay the Engineer on an hourly, time-and-materials basis in accordance with the Schedule of Rates and Charges set forth in Exhibit B. Compensation shall be based solely on the actual hours worked by the Engineer and its approved subconsultants in performing the authorized services. Engineer shall submit itemized invoices to the City on a monthly basis, detailing the services performed, personnel classifications, hours expended, and applicable rates for the billing period. The City shall review each invoice for accuracy and completeness and shall remit payment for approved charges within fifteen (15) days following receipt of the invoice. Payment by the City shall be subject to the availability and lawful appropriation of funds and shall constitute full compensation for the services performed during the applicable billing period. Nothing herein shall be construed as guaranteeing any minimum amount of work or compensation under this Agreement. The City may withhold payment of any disputed portion of an invoice while the dispute is being resolved, provided that the City gives the Engineer written notice of the basis for the dispute within five (5) days of receiving the invoice.

5. Furnishing of W-9: Payment under this Agreement is contingent upon Engineer furnishing City with a completed W-9 IRS tax form, which shall be attached hereto and incorporated herein. Engineer shall cooperate with City in furnishing any additional information City may need to comply with rules and regulations of the Internal Revenue Service.

6. Termination of Agreement for Cause. If, through any cause, a Party shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if a Party shall violate any of the covenants, agreements or stipulations of this Agreement, the other Party shall have the right to terminate this Agreement by giving five (5) days written notice to the Party of such termination and specifying the effective date thereof. In the event of termination for cause, Engineer shall be entitled to receive only the pro rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination. Notwithstanding the

above, exercise of termination for cause shall not relieve of liability for damages for breach of contract.

7. Termination for Convenience. The City or Engineer may terminate the Agreement at any time by giving written notice to the other Party and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination for convenience, Engineer shall be entitled to receive the pro rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination.

8. Transition of Services and Transfer of City Property. Upon the expiration of this Agreement, or at any time upon the City's request, or upon termination of this Agreement for any reason, the Engineer shall promptly cooperate with the City to ensure an orderly, efficient, and uninterrupted transition of services. Such cooperation shall include, without limitation, the timely transfer of all work products, records, documents, data, files, and other materials prepared or obtained in connection with the Services. All work products created under this Agreement shall be the property of the City. Such cooperation shall include, but not be limited, to:

- a. The transfer to the City, in a form reasonably acceptable to the City, of all work product, documents, data, records, plans, specifications, studies, reports, calculations, models, correspondence, and other materials prepared, collected, or maintained by the Engineer in connection with services performed under this Agreement, whether in paper, electronic, or other format;
- b. Delivery of all electronic files, including native design files, databases, GIS data, spreadsheets, and other digital information necessary for the continued use, maintenance, or completion of City projects;
- c. Identification and transfer of any City-owned property, equipment, software licenses, permits, approvals, or materials in the Engineer's possession or control;
- d. Reasonable cooperation with the City or any successor engineer, including meetings, file explanations, and responses to transition-related inquiries, for a period reasonably requested by the City; and
- e. Certification, upon request, that all City property and records have been fully returned or transferred.
- f. All materials and information described herein shall be deemed City property to the extent permitted by law. The obligations of this section shall survive the expiration or termination of this Agreement.

9. Prior Agreements. This Agreement supersedes, supplants and extinguishes any prior agreement between the parties.

10. Attorneys' Fees. In the event either Party institutes litigation to enforce its rights under this Agreement, the prevailing Party in such litigation shall be entitled to an award of its reasonable attorneys' fees and costs.

11. Notice. Any notice, or notices, required or permitted to be given pursuant to the Agreement, may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

City: Riverdale City
Public Works Department
4600 South Weber River Drive
Riverdale, Utah 84405
801.394.5541

Engineer: Civil Engineering Consultants
5141 S 1500 S
Riverdale, Utah 84405

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

13. Insurance. Engineer shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this agreement. The cost of such insurance shall be paid by the Engineer. The amount of insurance shall not be less than:

- i) Commercial General Liability: Minimum of \$2,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent Engineer's liability (if applicable) written on an occurrence form.
- ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
- iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$500,000 per accident.
- iv) Professional Liability: Minimum of \$2,000,000 aggregate with \$1,000,000 per claim. Professional Liability coverage shall be maintained for a minimum of three (3) years following expiration or termination of this Agreement.

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

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

Each insurance policy required by this Agreement, excepting policies for Workers' Compensation and Professional Liability shall provide that:

- i) The City, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with the City.

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

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

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

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

The Engineer shall maintain, at its sole expense, all insurance coverages required under this Agreement and shall provide the City with certificates of insurance and copies of all applicable policies upon execution of this Agreement, upon renewal, and at any time upon the City's request. All liability policies required under this Agreement shall name the City, its officers, officials, employees, and volunteers as additional insureds.

In addition to the required liability coverages, the Engineer shall maintain a separate Crime and Fraud Insurance Policy (or equivalent Fidelity Bond coverage) providing protection against losses arising from fraud, theft, embezzlement, forgery, misappropriation of funds, cyber fraud,

and other dishonest acts committed by the Engineer's employees, agents, subcontractors, or third parties. Such coverage shall remain in effect throughout the term of this Agreement and any applicable transition period. Evidence of such coverage shall be provided to the City upon request.

The limits of insurance required herein shall not be construed to limit the liability of the Engineer under this Agreement. Engineer waives all rights of subrogation against the City to the extent permitted by law.

14. Indemnification. To the fullest extent permitted by Utah law, the Engineer shall indemnify, defend (with counsel acceptable to the City), save, and hold harmless the City, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of the City (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses, including but not limited to reasonable attorneys’ fees, expert fees, court costs, and costs of investigation, arising out of or resulting from (a) personal injury, bodily injury, sickness, disease, or death; (b) property damage, including loss of use; (c) errors, omissions, negligence, recklessness, or willful misconduct of the Engineer, its officers, employees, agents, consultants, or subcontractors in the performance of services under this Agreement; or (d) the Engineer’s breach of this Agreement or violation of applicable laws, regulations, or professional standards, to the extent caused by or attributable to the negligent acts or omissions of the Engineer or those for whom the Engineer is legally responsible.

The Engineer’s duty to defend is separate and independent from the duty to indemnify and shall arise immediately upon tender of a claim by the City, regardless of whether liability has been determined or any allegations are later found to be without merit. The Engineer shall further indemnify and hold harmless the City from and against any and all claims, debts, liens, encumbrances, or obligations arising out of contracts entered into by the Engineer or its consultants or subcontractors in connection with services performed under this Agreement.

Notwithstanding any other provision of this Agreement, and to the extent permitted by Utah law, the City agrees that the Engineer’s total aggregate liability to the City, and to any person or entity claiming by or through the City, for any and all claims, losses, damages, costs, or expenses arising out of or relating to the services performed under this Agreement or the Project - whether arising in contract, tort, negligence, professional malpractice, strict liability, or otherwise - shall be limited to the remaining limits of liability available under the Engineer’s applicable insurance policies in effect at the time of settlement or final judgment.

Nothing in this section shall be construed to waive or limit any immunities, defenses, or limitations of liability available to the City under the Utah Governmental Immunity Act, nor shall it be construed to limit the Engineer’s obligations to maintain insurance as required by this Agreement. The obligations of this section shall survive the expiration or termination of this Agreement.

15. Interest of Engineer. Engineer covenants that Engineer presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Engineer further covenants that in the performance of this Agreement no person having such interest shall be employed.

16. When Rights and Remedies Not Waived. In no event shall any payment or granting of consideration by the City hereunder constitute or be construed to be a waiver by the City of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to City with respect to such breach or default.

17. Severability of Provisions. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

18. Modifications. No oral modifications or amendments to the Agreement shall be effective, but the Agreement may be modified or amended by written agreement.

19. Governing Law. This Agreement, its terms and conditions, shall be governed by Utah law.

20. Employment Status Verification. Engineer shall register and participate in the Status Verification System and comply with Utah Code Ann. Section 63G-12-302 of the Utah Immigration Accountability and Enforcement Act.

SIGNATURES ON FOLLOWING PAGE

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

RIVERDALE CITY

By: _____
Braden Mitchell, Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

CIVIL ENGINEERING CONSULTANTS, LLC

By: _____

Its: _____

EXHIBIT A

to Professional Services Agreement

Scope of Services

The Engineer will provide services for the City consistent with the City Engineer's duties and responsibilities described within the Riverdale City Municipal Code. The Scope of Services shall include, but is not limited to, the following:

1. **General Civil Engineering:** Study and design of City public infrastructure projects, including roads, water distribution, wastewater systems, stormwater management, and other municipal utilities. Study and design of City land development and redevelopment projects, including concept site plan development, mapping, land use analysis, feasibility studies, and general collaboration on zoning compliance.
2. **Plan Review:** Detailed review of all submitted development land use and building department issued permit applications (through the City online permitting system, City Inspect/Civic Review) for compliance with the applicable federal, state and City codes and standards including review of submitted site plan, subdivisions, geotechnical and traffic reports, site grading, storm water calculations, FEMA flood plain, SWPPP, utility (surface and sub-surface) placement, and any other applicable environmental and/or physical constraints. Review comments shall be written and provided to the applicant in a timely manner that ensures adherence to municipal codes and meets the State of Utah requirements for plan review.
3. **Structural Engineering:** Design, analysis, and review of structures, including bridges, retaining walls, and municipal facilities.
4. **Surveying:** Provision of surveying services, including boundary surveys, topographical mapping, and construction staking.
5. **Urban Design:** Collaboration on projects to enhance the City's aesthetic and functional urban environment.
6. **Economic Development Support:** Assistance with engineering analyses and infrastructure and development planning to support economic development initiatives.
7. **Coordination:** Provide coordinated designs and review comments with the City's internal departments, UDOT, adjacent municipalities, Central Weber Sewer District (CWSD), Rocky Mountain Power, Dominion Energy, Comcast, Century Link, Weber Basin Water District, and any future franchised utilities or partner regulating agency as necessary to resolve potential conflicts as necessary.
8. **Meetings:** Attendance at Riverdale City Planning Commission, City Council, pre-application, Development Review Committee (DRC), and project coordination meetings is expected when requested. One-on-one meetings with City staff and/or development applicants and landowners will be by appointment.

9. **Inspections:** Provide on-site inspections and reporting of active construction sites as needed.

10. **Additional Services:**

- a. Coordination with other departments on projects
- b. Code/construction standards revisions and updates
- c. Floodplain management support
- d. Inspections of City facilities
- e. Emergency Planning support

EXHIBIT B

to Professional Services Agreement

Engineer's Schedule of Rates and Charges

CEC, Civil Engineering Consultants

Engineering Fees for Municipal Engineering Services

Unlike large Engineering firms, CEC, Civil Engineering Consultants, does not charge the Client for additional minor miscellaneous office documents, invoicing and or project questions:

CEC, Civil Engineering Consultants, does not charge for:

- General questions,
- Project file set-up,
- Project invoicing,
- Photo-coping of additional copies of project notes, letters and or contract documents,
- Telephone calls under 15 minutes,
- Computer time.

All the miscellaneous minor office tasks listed above are included in the hourly engineering rates or considered in the Engineering fees and not charged extra.

Methods of Invoicing Engineering Services for Projects

There are many methods and engineering techniques to Design and Manage Municipal Engineering Projects. As well, there are various methods used to invoice for Engineering Services for those Municipal Projects. We have listed the four popular engineering invoicing methods:

- ***Hourly Fee***
- ***Lump Sum Fee***
- ***Hourly with a Not to Exceed Fee***
- ***Percentage of Construction Fee***

The four invoicing methods shown above have advantages for both the Client and the Engineer. In order to best serve the needs of Riverdale City these engineering invoicing methods must be considered and discussed during the conceptual development of a project and the development of the City's project budget.

Next, as the "scope of the project" is defined and the project timeline set, the method of invoicing between the Client and the Engineer must be discussed and evaluated. The Engineering fees and methods of invoicing (i.e., hourly, lump sum, not to exceed, percentage of construction) must be agreed upon at the start of a project.

CEC, Civil Engineering Consultants, would recommend the above Client/Engineer interaction accomplished with engineering fees considered and agreed upon prior to consulting engineering work taking place.

Should Riverdale City desire to incorporate a combination of the above invoicing methods, CEC, Civil Engineering Consultants, would be eager to explore Riverdale City's suggestion.

Listed below are CEC, Civil Engineering Consultants, invoicing methods in greater detail.

METHOD A – Hourly Fee

Engineering Staff

Principal Engineer	\$105.00
Project Manager / Senior Engineer	\$95.00
Project Engineer / Designer	\$80.00
Project Inspector	\$75.00
CADD Designer / Drafter	\$75.00

Building Official

Building Official, base rate guaranteed at \$3,400/month up to 40 hours. Hours over 40 billed at an hourly rate of \$85/hr

Clerical Staff

Clerical	\$48.00
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Surveying Staff

Professional Land Surveyor	\$165.00
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General Costs

Testing – Sub Consultant	Cost + 10%
Expenses	Cost + 10%
Mileage	current IRS rate (\$0.70/mile)
Basic Project Printing	Included in hourly fees above
Additional Printing (if required)	Cost of printing service

Multiplier

No additional multiplier or fees will be added.

METHOD B – Lump Sum Fee

This Fee Method may be used for Individual Engineering Projects proposed by the City of Riverdale. In order to develop the “Lump Sum Consulting Engineering Fee”, CEC, Civil Engineering Consultants, would team with the Riverdale City Staff to develop the following:

- Project Scope, Conditions and Level of Service
- Project Budget
- Project Timeline and Required Completion Dates
- Special Project Conditions
- Special Reporting
- Other

The Lump Sum Fee for providing the required Consulting Engineering Services would be agreed to in writing and then implemented.

The Lump Sum Fee to perform the required Consulting Engineering work would then be invoiced based upon the percentage of work completed as follows:

Percentage of Fee Invoiced:

- 20% of the lump sum fee 20% of the required work is completed
- 50% of the lump sum fee 50% of the required work is completed
- 90% of the lump sum fee 90% of the required work is completed
- 100% of the lump sum fee 100% of the required work is completed

METHOD C – Proposal: Hourly with a Not to Exceed

This Fee Method may be used for Individual Engineering Projects or Studies proposed by the City of Riverdale. In order to develop the “Hourly Not to Exceed” Consulting Engineering Fee, CEC, Civil Engineering Consultants, would team with the Riverdale City Staff to develop the following:

- Project Scope, Conditions and Level of Service
- Project Budget
- Project Time Line and Required Completion Dates
- Special Project Conditions
- Special Reporting
- Other

The Hourly “Not to Exceed Fee” for providing the required Consulting Engineering Services would be agreed upon in writing and then implemented.

The Consulting Engineering Fee to perform the required work would then be billed hourly with a “Not to Exceed” total limit.

METHOD D – Percentage of Construction

Design Services

Percentage of Construction Fee for projects with an estimated construction cost greater than \$40,000; for projects under \$40,000 - hourly fees.

\$40,000 to \$99,000.....\$9,800 + 13.00% of the amount in excess of \$40,000 + extra services

100,000 to \$199,000.....\$21,000 + 9.00% of the amount in excess of 100,000 + extra services

\$200,000 to \$499,000.....\$50,000 + 4.50% of the amount in excess of \$200,000 + extra services

\$500,000 and over.....\$55,000 + 4.00% of the amount in excess of \$500,000 + extra services

Note: These are generic estimates based upon medium complexity projects.

Percentage of Construction - Includes

- | | |
|---|-----|
| • Surveying, Cost Estimates - Preliminary Engineering Relevant to the Project | 20% |
| • Preparation of Construction Plans and Specifications for the Project | 60% |
| • Management of the Bidding of the Project | 10% |
| • Contractor's Bid - Review Tabulation and Award Recommendations | 5% |
| • Administration of Project Award, Insurances and Agreement | 5% |

Construction Management Services

- Construction Project Management
- Construction Testing, Observation and Inspection
- Construction Staking and Surveying
- Construction Documentation and Constructability Reviews
- Administration of Contractor's Requests for Payment
- Preparation of "Record Drawings", Project Warranty (Surety) and Punch List

Construction Management Services to be billed on an hourly basis per the attached hourly fees shown in this proposal (see Hourly Fee - Method "A" above).

**RIVERDALE CITY
CITY COUNCIL AGENDA
July 21, 2026**

AGENDA ITEM: G7

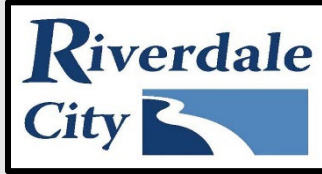
SUBJECT: Consideration of Resolution #2026-32 approving an agreement between Riverdale City and South Weber City for special rate discounts for qualifying residents of South Weber

PRESENTER: Steve Brooks, City Administrator

INFORMATION:

- a. [Executive Summary](#)
- b. [Resolution #2026-32](#)
- c. [Interlocal Agreement](#)

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on:
July 21, 2026

Petitioner:
Steve Brooks, City Admin/Attorney, Rich Taylor

Summary of Proposed Action

Consideration of Resolution 2026-32 approving a contract between Riverdale City and South Weber City for a rate reduction agreement for South Weber residents to use the Riverdale Senior Center.

Summary of Supporting Facts & Options

Previously the Council approved a process wherein the City Could enter into agreements with other cities to give their residents a reduced rate to use our senior facility. South Weber has reached out to us to do this and their Council has approved the agreement.

This agreement spells out the terms and conditions of the parties.

Council approval is recommended.

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. 2026-32

**A RESOLUTION OF RIVERDALE CITY COUNCIL APPROVING AN AGREEMENT
BETWEEN RIVERDALE CITY AND SOUTH WEBER CITY FOR SPECIAL RATE
DISCOUNTS FOR QUALIFYING RESIDENTS OF SOUTH WEBER.**

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

WHEREAS, Riverdale City recognizes the importance of cities working together in order to provide opportunities to each other without unnecessary duplication of services; and

WHEREAS, Riverdale City wishes to, and recognizes the importance of, participating in any efforts designed to help each other in times of service, need or emergency; and

WHEREAS, the Riverdale City Council has fully reviewed the attached Interlocal Agreement between South Weber City and Riverdale City, attached hereto and incorporated hereby, concerning a program that offers special rates to qualifying South Weber residents to use the Riverdale Senior Center and agrees to all the terms and conditions contained therein; and

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

RESOLVED this _____ day of July, 2026.

Mayor Braden D. Mitchell
Riverdale City

Attest:

Michelle Marigoni, City Recorder

VOTE

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

INTERLOCAL AGREEMENT RELATING TO THE RIVERDALE SENIOR CENTER

This Interlocal Agreement is made and entered into the 23rd day of June 2026, by and between **Riverdale City, Utah**, a municipal corporation of the State of Utah (hereinafter “Riverdale”), and the **South Weber City, Utah**, a municipal corporation of the State of Utah (hereinafter “South Weber”).

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Act”), permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, all of the parties hereto are public agencies as defined by the Act; and

WHEREAS, both Cities are municipal corporations duly organized under Title 10 of the Utah Code Annotated, as amended; and

WHEREAS, in accordance with federal and state laws and regulations, both Cities are allowed to enter into contracts for services to benefit senior citizen residents above the age of 55, including health, recreational, social and educational offerings; and

WHEREAS, Riverdale owns, controls, and maintains a building which has been and continues to be utilized by senior citizen residents of Riverdale and neighboring communities; and

WHEREAS, the Scope of this Agreement is limited to facility use and services provided for senior citizens and excludes other building operations and uses as well as long-term maintenance of this building as Riverdale City asset; and

WHEREAS, both Cities desire to work cooperatively to provide cost efficient and effective senior services programming;

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, Riverdale City and South Weber City do mutually agree and undertake as follows:

SECTION ONE SCOPE OF AGREEMENT

1. The Cities intend by this Interlocal Agreement to cooperatively develop a working relationship to provide quality senior citizen services to residents.
2. The Cities agree that this Interlocal Agreement is not intended to cover all costs associated with the facility, but to provide for a portion of compensation in relation to

those services utilized by residents of South Weber. Riverdale is also pursuing similar agreements with nearby communities whose residents frequently utilize these services.

3. **Resident Rate Parity.** Subject to the terms and limitations set forth in this Agreement, Riverdale agrees to provide senior services, programs, activities, facility use, and associated senior center access to eligible South Weber senior citizen residents at the same rates, charges, and membership pricing applicable to Riverdale senior citizen residents, excluding senior meal or lunch programs and excluding non-senior or unrelated building uses.
4. A central purpose of this building and its amenities are senior center services and activities, with senior programming given a heightened priority when defining allowable uses.
5. This Agreement only includes those services directly related to senior citizen usage and activities and does not encompass the rental or use of the Riverdale Senior Center by private residents for other activities, as this is a separate operational and budgetary function.

SECTION TWO GENERAL PROVISIONS

1. **Financial Contribution and Consideration.**
 - a. **Annual Contribution.** South Weber shall provide an annual contribution to Riverdale in support of the Riverdale Senior Center, commencing in Fiscal Year 2027. Riverdale shall provide South Weber with an invoice for the agreed amount by January 1st of each year.
 - b. **Express Consideration.** The Parties expressly agree that the annual contribution described in this subsection constitutes **consideration** in exchange for Riverdale extending Riverdale resident-rate eligibility to qualifying South Weber senior citizen residents under the terms of this Agreement. Nothing herein shall be construed as creating a subsidy obligation beyond the express terms stated.
2. **Promotional Membership Rate and Rate Parity.**
 - a. **Promotional January Rate (Riverdale Residents).** Riverdale offers a **promotional January membership rate of \$30.00 per year** for senior citizen membership access to the Riverdale Senior Center (“January Promotional Rate”). This rate is promotional in nature and is available only during the month of January for memberships purchased during that period.
 - b. **Extension to South Weber Residents.** During the term of this Agreement, and in consideration of the annual contribution described above, **eligible South Weber senior citizen residents** may purchase a senior center membership at the **same January Promotional Rate of \$15.00**, subject to the same promotional timing and conditions applicable to Riverdale residents. For the remainder of the year

(February- December), the Riverdale resident cost is \$30.00 per year, and South Weber residents are entitled to that rate as well.

- c. **Membership Term.** All memberships purchased under the January Promotional Rate shall be valid for **twelve (12) consecutive months from the date of purchase**, and shall not be tied to the calendar year or fiscal year.
 - d. **Scope of Parity.** Membership rate parity applies to **all senior center fees, programs, activities, facility use, senior services, and programming** provided for senior citizens, **excluding senior meal or lunch programs and select supplies associated with specific specialized classes**, and excluding other non-senior or unrelated building operations or uses.
 - e. **Residency Verification.** South Weber residency verification shall be required **only at the time of membership purchase**, and Riverdale shall have no ongoing obligation to monitor residency status after issuance of a valid membership. Verification shall include a valid government issued photo ID, displaying current South Weber address AND one secondary proof of residency dated within the proceeding sixty (60) days which may include a utility bill, lease agreement, property tax notice or similar official documentation.
3. **Term, Automatic renewal, termination.** This Interlocal Agreement shall be for a period of twelve **(12) months**, commencing July 1, 2026, and ending June 30, 2027, if approved by resolution of each party. Following the Initial Term, this agreement shall automatically renew for successive one (1) year periods beginning July 1 and ending June 30 of each subsequent year. This Interlocal Agreement may be terminated at any time by either Party upon **thirty (30) days' written notice** to the other Party, with or without cause.
4. **Financial Contribution.** South Weber shall provide an annual contribution to Riverdale in support of the Riverdale Senior Center. The initial contribution will be \$300 covering January 1, 2026, through December 31, 2026. Thereafter, the yearly amount will be calculated based on the actual number of active memberships on February 15 annually, payable on or before March 15 of each fiscal year of any renewal thereof, for annual maintenance and operation costs of Riverdale Senior Center. The initial amount will be payable by South Weber upon approval and signing of the interlocal agreement by both Parties and Riverdale sending an invoice to South Weber for the agreed upon amount.
5. **Effect on Existing memberships.** Termination or non-renewal of the Agreement shall not invalidate or shorten any membership validity purchased prior to the effective date of termination. Any such membership shall remain valid for its full twelve (12) month term from the date of purchase.
6. **Effective Date.** This Interlocal Agreement shall become effective upon compliance with state law governing interlocal cooperation agreements and upon ratification by the parties as provided in the Act.

7. **Amendment.** This Interlocal Agreement may be changed, modified, or amended by written agreement of the Parties, upon adoption of appropriate resolutions from the Cities, along with an approved as to form by the City Attorney of each City, and upon meeting all other applicable requirements of the Act.
8. **Entire Agreement.** This Interlocal Agreement, together with any adopted amendments, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Interlocal Agreement shall not be binding upon either party except for the resolutions of each party herein attached and incorporated by reference.
9. **Indemnification.** Riverdale and South Weber are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. (“Governmental Immunity Act”). Subject to the provisions of the Governmental Immunity Act, the Cities agree to indemnify and hold harmless the other Party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney’s fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to either City under the Governmental Immunity Act.
10. **Employee Status.** It is understood and agreed by the Parties that any and all personnel furnished by the Parties shall remain employees of the respective Parties and shall abide by the personnel policies of the respective parties.
11. **Warranties.** Each party represents and warrants that it is a public agency within the meaning of the Act, is authorized to execute and deliver this Interlocal Agreement and there is no litigation, legal action, or investigation between the Parties that would adversely affect this Interlocal Agreement.
12. **Governing Law.** It is understood and agreed by the Parties that this Interlocal Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.
13. **Assignability.** The rights, duties, powers, and obligations of this Interlocal Agreement may not be transferred, assigned, or delegated without the express written consent of the Parties.
14. **Rules of Construction and Severability.** Standard rules of construction, as well as the context of this Interlocal Agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be used to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this Interlocal Agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of

any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Interlocal Agreement. It is thus the intention of the Parties that each provision of this Interlocal Agreement shall be deemed independent of all other provisions herein.

15. **Counterparts.** This Interlocal Agreement may be executed in counterparts by Riverdale and South Weber.

16. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state, and local laws.

SECTION THREE INTERLOCAL AGREEMENT

1. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, in connection with this Agreement, the Parties agree as follows:

- a. This Interlocal Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Act;
- b. This Interlocal Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Act;
- c. A duly executed original counterpart of the Interlocal Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Act;
- d. Each Party shall be responsible for its own costs of any action done pursuant to this Interlocal Agreement, and for any financing of such costs; and
- e. No separate legal entity is created by the terms of this Interlocal Agreement. To the extent that this Interlocal Agreement requires administration other than as set forth herein, it shall be administered by the Mayor of each City, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Interlocal Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Interlocal Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

RIVERDALE CITY

By: _____
BRADEN MITCHELL, MAYOR

ATTEST: Michelle Marigoni, Riverdale City Recorder

Approved as to form and compliance
with applicable law:

Steve Brooks, Riverdale City Attorney

Date: _____

SOUTH WEBER CITY

By: _____
DAVID LARSON, CITY MANAGER

ATTEST: Lisa Smith, South Weber City Recorder



Approved as to form and compliance
with applicable law:

Mark Bell, South Weber City Attorney

Date: 6/23/26

**RIVERDALE CITY
CITY COUNCIL AGENDA
July 21, 2026**

AGENDA ITEM: G8

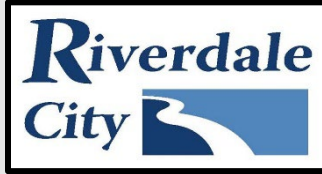
SUBJECT: Motion to un-table and consideration of Resolution #2026-23 approving a contract for City Administrator

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 21, 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 _____ day of _____ 2026.

Braden D. Mitchell
Mayor, Riverdale City

ATTEST:

Michelle Marigoni
City Recorder

VOTE:

Alan Arnold	<u> </u>	Yes	<u> </u>	No	<u> </u>	Absent
Bart Stevens	<u> </u>	Yes	<u> </u>	No	<u> </u>	Absent
Anne Hansen	<u> </u>	Yes	<u> </u>	No	<u> </u>	Absent
Michael Ritcher	<u> </u>	Yes	<u> </u>	No	<u> </u>	Absent
Kent Anderson	<u> </u>	Yes	<u> </u>	No	<u> </u>	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