

6:00 p.m. – Council Meeting (Council Chambers)**A. Welcome & Roll Call****B. Pledge of Allegiance – Kent Anderson****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 July
 - b. August Anniversaries Employee Recognition
 - c. Staffing Authorization Plans
 - d. Community Development Report
 - e. Development Review Committee Report

F. Consent Items

1. Consideration to approve meeting minutes from:
[July 7, 2026 Council Meeting](#)
[July 21, 2026 Council Meeting](#)

G. Action Items

1. [Consideration of Resolution #2026-33 approving a Real Estate Purchase Contract and Reimbursement Agreement between Riverdale City and Davis & Weber Counties Canal Company \(DWCCC\) for the sale of approximately 5.91 acres](#)
Presenter: Brandon Cooper
2. Riverdale Fire Department/Weber Fire District update and discussion
Presenter: Steve Brooks

H. Upcoming Events

- August 21 – Senior Picnic Lunch
- August 22 – Bonneville CTC 5k & Half Marathon
- August 17-22 – Community Center closed for maintenance
- September 7 – Labor Day
- [September 29 – Training: NIMS 402: Supporting Roles as Elected Officials](#)

I. Comments

1. City Council
2. City Staff
3. Mayor

J. Adjournment

****A work session will be held immediately following the regular City Council meeting.****

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 14th day of August 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 August 18, 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, July 7, 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
Michael Richter, Councilmember
Kent Anderson, Councilmember

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

Excused: Anne Hansen, Councilmember

Visitors: Rachelle Robinson-Pierce

Welcome & Roll Call

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

Pledge of Allegiance – Casey Warren

Invocation – Alan Arnold

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.

Presentations and Reports

1. Mayor's Report

The Mayor and Council discussed the success of the Old Glory Days celebration. Chief Warren reported that firework enforcement went well, with a low number of incidents. Councilor Arnold noted the parade was the largest he had seen, with a significant number of participants and attendees.

Mayor Mitchell reported that the county approved the "fifth fifth" sales tax, an additional 0.2% tax across the county that is expected to raise approximately \$13 million annually. Riverdale's portion of this tax will be distributed by population and is intended for public safety and transportation.

2. City Council Assignment Reports

3. Development Review Committee Report – Councilor Richter

New City HVAC & Mixed-Use Project: Councilor Richter detailed a proposal for a commercial and residential expansion that includes "net zero" homes developed in collaboration with Weber State University.

America First Credit Union: A new branch is proposed east of the Maverick on Riverdale Road. The facility will feature virtual tellers using video screens.

Dave's Hot Chicken: A new rendering for the restaurant was shared, which incorporates specific Riverdale design elements.

Action Items

A procedural concern was raised regarding the public notice for the meeting. It was noted that the agenda had not been properly accessible on the state's public notice website prior to the start of the meeting. The legality of taking action

on agenda items was discussed. Consequently, no formal action was taken on the scheduled items to ensure compliance with state code. All agenda items were postponed until the July 21 meeting.

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

Upcoming Events

July 24 – Pioneer Day, offices closed.

Comments

1. City Council

Council members discussed coordinating better verification systems for meeting notices to avoid future technical issues on the public notice website.

2. City Staff
3. Mayor

Expressed thanks to city staff, including Rich Taylor, Michelle Marigoni and the Public Works department, for their hard work in preparing the park and facilities for the recent celebrations. He mentioned meeting with Mike Schultz during the holiday events to discuss Riverdale's unique position regarding its high daytime population versus its smaller nighttime resident population.

Adjournment

Having no further business to discuss, Councilmember Arnold moved to adjourn the meeting. Councilmember Stevens seconded the motion. The meeting was adjourned at 6:49 p.m.

Date Approved:

Minutes of the Regular Meeting of the Riverdale City Council held Tuesday, July 21, 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 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 Stacey Comeau, Human Resources Michelle Marigoni, City Recorder
Excused:	
Visitors:	Todd Freeman Thatiam Falls Rachelle Robinson-Pierce

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 – Michael Richter

Invocation – Kent Anderson

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 invited Chief Hennessy to report on fire restrictions. The conditions are dry with high temperatures and low humidity. The initial fire restrictions from July 4th will be continued for the 24th holiday.

There are two transfer stations: Weber County (run by Waste Management) and Ogden Transfer Station (run/owned by Robinson Waste). Riverdale residents can take trash to Ogden Transfer Station for a \$20 fee. They are open on Saturdays.

2. City Administration Report

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

Steve Brooks reviewed the June department reports.

Employee recognition included Sgt. Ryne Schofield (10 years), Lynn Wright (23 years), Steve Whetton (12 years), Travis Dahle (9 years), Sherri Taylor-Brown (9 years), Shalee Nay (7 years), Cathy Dorius (2 years), and Justin Reese (1 year).

Brandon Cooper reported on Walmart 35th anniversary, Slick City Action Park (indoor slide park), EOS Gym tenant improvement is being done.

Consent Items

1. Consideration to approve meeting minutes from:

June 2, 2026 Council Meeting
June 16, 2026 Council Meeting

Mayor Mitchell asked if there were any changes to the minutes. Councilor Hansen had submitted corrections that were previously sent to council members.

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

Action Items

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

Mr. Douglas explained that Robinson Waste has been purchased by Republic but is still operating under their original name. The contract includes curbside spring and fall cleanups and Christmas tree pickup. A change needed to be made to show a two-year contract on the resolution.

Motion: Councilmember Arnold moved to approve Resolution #2026-26 renewing a contract with Robinson Waste Services for garbage and recycling services for two years.

Second: Councilmember Richter

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

Motion passed unanimously.

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

Chief Hennessy explained this is a renewal of the previous agreement for another five years.

Motion: Councilmember Arnold moved to approve Resolution #2026-27 approving an Interlocal Cooperation Agreement for shared Heavy Rescue Team.

Second: Councilmember Anderson

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

Motion passed unanimously.

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

Stacey Comeau noted these updates were recommended by an employment attorney to align with state law. Updates to Chapters 1 through 8 were approved in a previous meeting.

Motion: Councilmember Arnold moved to approve Resolution #2026-28 amending Personnel Policy Chapters 9 through 16 as presented in the packet.

Second: Councilmember Richter

Councilor Hansen expressed concern regarding drug testing policies for non-safety positions; it was clarified that the policy follows state and federal statutes.

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

Motion passed unanimously.

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

Community Development Director Brandon Cooper presented the request, noting that Riverdale City Code 10-21-6 requires a financial guarantee for all subdivision improvements. For the Coleman Vu Estates project, the developer (Gold Crest Homes) provided this via a letter of credit. Standard procedure, aligned with state law, dictates that funds are only released after improvements are inspected and completed to the city's satisfaction.

The developer requested a deviation from this policy to allow a premature release of a portion of the escrowed funds, specifically for phase three amenities like landscaping, pickleball courts, and playgrounds. The funds would be used to pay 50% deposits required by subcontractors to begin work. Mr. Cooper reported that staff recommended denial, as this would set a problematic precedent and effectively transform a "guarantee of improvement" into "construction financing," thereby increasing the city's risk. He also noted that some current subcontractors had reported pending payments for work already completed.

Thatiam Falls, representing Gold Crest Homes, stated the development was roughly 99% complete with phase one and 96% complete with phase two. He explained that because their capital was committed to the city bond, they lacked the liquidity to pay the substantial upfront deposits required for phase three amenities. Mr. Falls proposed an amendment to the existing agreement rather than a city-wide policy change, suggesting the city could verify the legitimacy of subcontractors before releasing deposit funds. He emphasized that without this release, the project completion would likely be delayed beyond the fall deadline.

Councilor Arnold questioned whether the Council even had the authority to grant such a request and warned that doing so would invite every future developer to ask for the same treatment. Councilor Anderson expressed discomfort with the proposal, noting it would require city staff to take on the additional, intensive roles of monitoring and evaluating subcontractor payments and schedules.

Councilor Stevens felt that the request suggested the developer was in a "financial pinch," making it even more vital for the city to maintain its full security until the work was finished. It was noted that the city was holding approximately \$810,000, and the requested release was roughly \$210,000.

Councilor Hansen acknowledged the developer's difficult position but stated that providing construction financing is not the purpose of these funds and the city should not assume that level of risk.

Motion: Councilmember Hansen moved to deny the request

Second: Councilmember Anderson

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

Motion passed unanimously.

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

Mr. Douglas recommended approval of Sky View for the project, which includes resurfacing 300 West and adding curb, gutter, and sidewalk to address drainage issues.

Motion: Councilmember Arnold moved to approve Resolution #2026-30 awarding a bid to Sky View Excavating & Grading for the 2026 Road Improvement Project, in an amount not to exceed \$821,746.14.

Second: Councilmember Richter

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

Motion passed unanimously.

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

Mr. Cooper noted the contract was a two-year renewal with an updated fee schedule.

Motion: Councilmember Arnold moved to approve Resolution #2026-31 approving a professional services agreement with Civil Engineering Consultants, LLC for city engineer services, with the resolution corrected to PLLC.

Second: Councilmember Hansen

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

Motion passed unanimously.

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

The agreement allows South Weber seniors to use the Riverdale Senior Center at a discounted rate. Councilor Richter stated section 2A needed modification to reflect the correct promotional fee.

Motion: Councilmember Arnold moved to approve Resolution #2026-32 approving an agreement between Riverdale City and South Weber City for special rate discounts for qualifying residents of South Weber to use the senior center, with the prices updated as discussed.

Second: Councilmember Richter

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

Motion passed unanimously.

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

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

Mr. Brooks noted the contract reverted to the version previously approved with specific directed changes, such as removing the option to revert to City Attorney. Councilor Arnold expressed reservations regarding the high salary for a combined position and the possible future loss of institutional knowledge.

Motion: Councilmember Hansen moved to approve Resolution #2026-23 approving a contract for City Administrator

Second: Councilmember Anderson

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

Motion passed with four in favor and one opposed.

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

Comments

City Council

Councilor Hansen reported the senior picnic is August 21st and will feature an Elvis impersonator. Councilor Anderson mentioned an inquiry from Pink Box Donuts. Councilor Richter will take design feedback to the Development Review Committee. Councilor Stevens recalled the city's past denial of a Costco due to design standards.

City Staff

Chief Hennessy reported the Weber Fire Board unanimously approved the intent to annex Riverdale and Roy fire departments. Shawn Douglas reported June water conservation exceeded the 20% reduction goal. The city also qualified for an \$18,000 state rebate for removing grass at Riverdale Park

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 7:27 p.m.

Date Approved:

**RIVERDALE CITY
MONTHLY UTILITY REPORT
FOR MAYOR & CITY COUNCIL
JULY 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	50,026	\$ 168,328	2,237	22	\$ 75.25
Commercial	37,059	\$ 156,230	266	139	\$ 587.33

Sewer Fund

	Total Billings	Total Customers Billed	Average Bill Per Customer
Residential	\$ 77,042	2,203	\$ 34.97
Commercial	\$ 61,722	235	\$ 262.65

Storm Water Fund

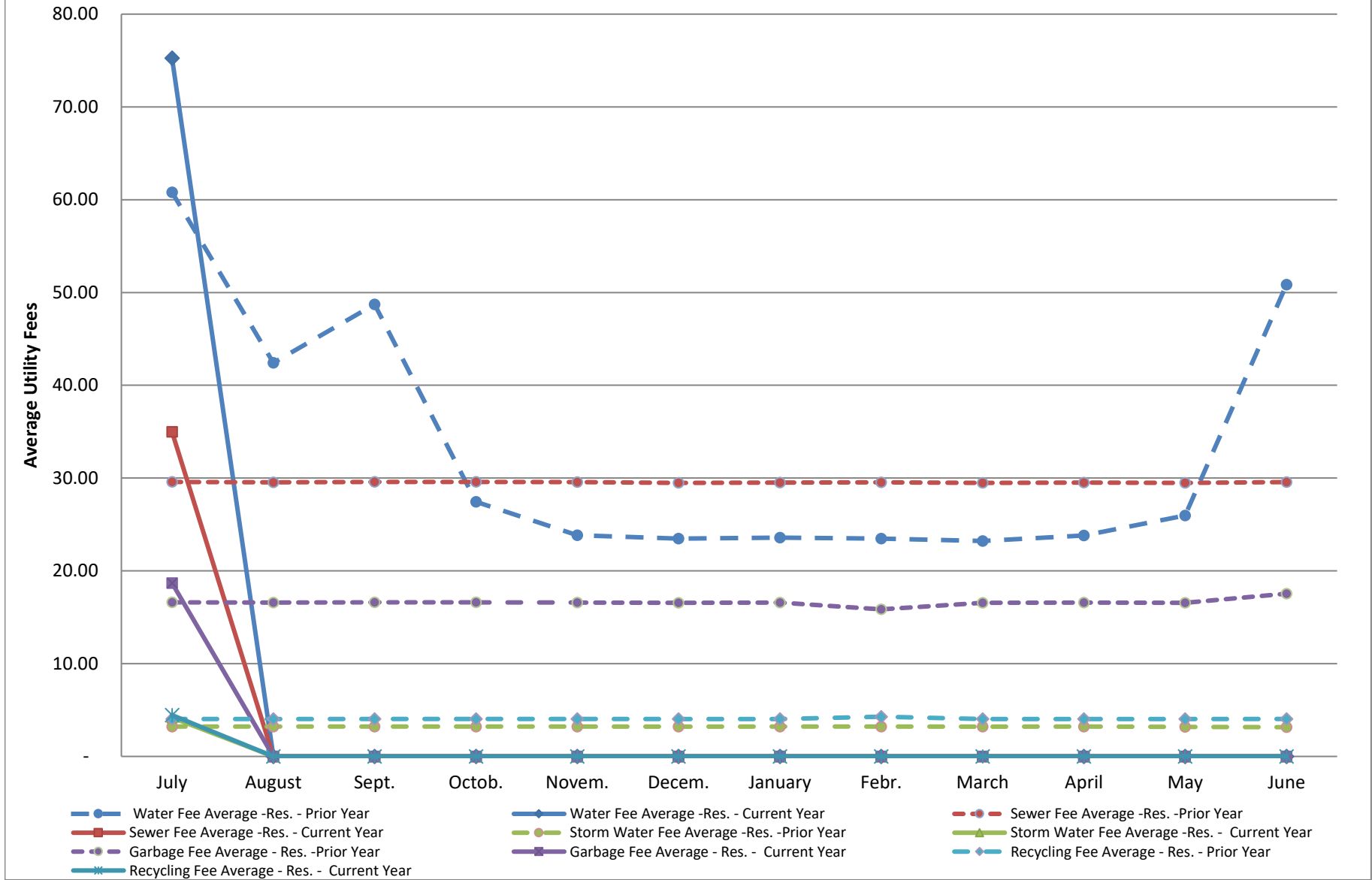
	Total Billings	Total Customers Billed	Average Bill Per Customer
Residential	\$ 9,269	2,213	\$ 4.19
Commercial	\$ 26,124	210	\$ 124.40

Garbage Fund

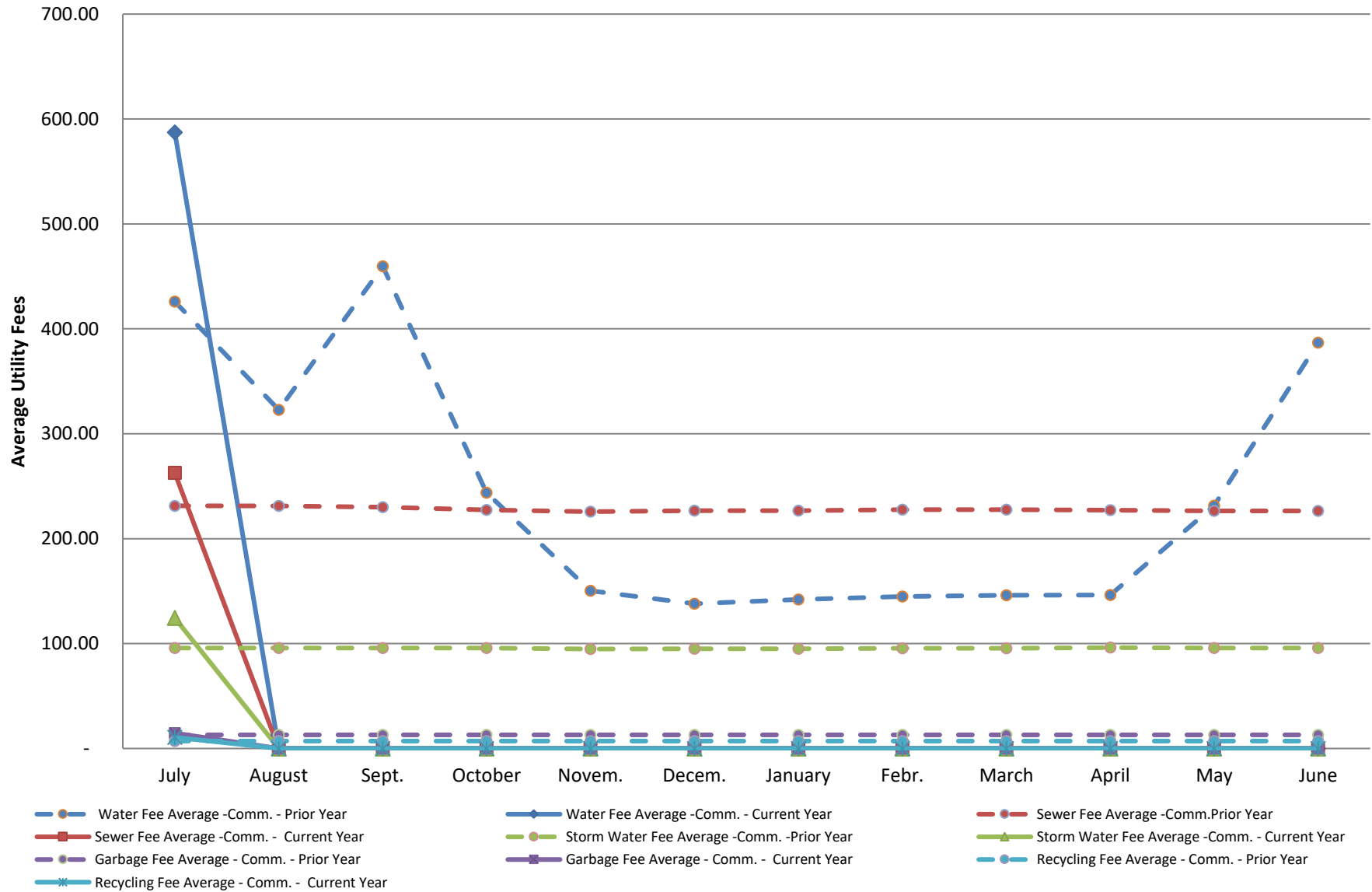
	Total Billings	Total Customers Billed	Average Bill Per Customer
Residential - Garbage	\$ 40,771	2,182	\$ 18.69 *
Residential - Recycling	\$ 8,257	1,857	\$ 4.45
Commercial - Garbage	\$ 29	2	\$ 14.65 *
Commercial - Recycling	\$ 21	2	\$ 10.63

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

Residential Average User Fees
Fiscal Year 2026 & 2027



Commercial Average User Fees Fiscal Year 2026 & 2027



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.
- August's Newsletter with Angel.
- Fire Department Meetings.
- Working on yearend and audit preparation of FY2026.

Stacey Comeau:

New Hires:	Hayden Illum	Public Works
	Misty Cope	Police

Promotions:

Terminations:	Jake Kilts	Community Services
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- Random drug testing for the month
- Processed semimonthly payroll
- Prepared and submitted Deposit & Investment Report to State Auditor
- Balanced and prepared daily deposit of city funds
- Did background and credit checks on applicants for apartments
- Attended SHRM Northern Utah 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
- 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 maintain and keep the City website running smoothly.
- Assisted residents with My360 water portal account setup.



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
 - Konala
- 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: 0
 - Demolition: 0
 - Tenant Finish: 1
 - Plumbing: 1
 - Basement Finish: 1
 - Mechanical/Electrical: 8
 - Sign: 4
 - Solar: 0
 - Remodel/Addition: 5
 - New Construction – Commercial: 0
 - New Construction – Residential: 0
 - Mobile/Manuf Home: 0
 - Fence: 1
 - Deck: 0
 - Pool: 0
 - Cell Tower: 0
 - Retaining Wall: 0
 - Carport: 1
- Building Inspections - 89
- 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
 - Firstwatch

Public Works Monthly Report July 2026

- Continued work with Weber Basin to discuss alternatives for them providing additional water, instead of drilling well.
- Continued Storm Water review to meet new state regulations.
- Continued 1050 W Ritter Dr. Roundabout project.
- Continued work on UDOT 5600 S project.
- Continued inspections on AFCU Campus.
- Continued inspections on America First Road Project.
- Continued 2023 waterline project.
- Continued Coleman Vu Project.
- Continued work on utility capacity evaluations for 1500 W development.
- Continued review and engineering for capital improvement plan for Sanitary Sewer and Water.
- Continued work on drinking water lead and copper rule.
- Continued 4400 S Bridge Project.
- Continued 2025 Street Projects.
- Completed bidding 2026 Waterline Projects.
- Completed Senior Center Roofing Project
- Completed Golden Spike Playground project.
- Continued well number 2 investigative work.
- Continued State Storm Water Audit with Division of Water Quality.
- Started 2026 Water Line Replacement Project.
- Started RiverPark Retail Project.

Community Center July 2026

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 flag football

Hire new recreation specialist

Old Glory Days

Senior Center Partnerships



SENIOR CENTER

Monthly Report



FAVORITE PROGRAMS

Bingo

Tai Chi

Strong Bodies

Book Club

Crafts

Mah Jong

1,559



MEALS SERVED

We served **124** meals on our busiest day

1,087

PEOPLE

attended our programs



585

HOURS

of volunteer service

SENIOR SPOTLIGHT: GREGORY EVANS

Gregory is the new Computer Tech volunteer. He enjoys helping seniors understand their technology. In his spare time, he enjoys music, and riding vintage scooters. We are so grateful for his help with all things computer and tech related!



July 2026

COMMUNITY CENTER



Monthly Report



MONTHLY ATTENDANCE

557



PEOPLE



372

PEOPLE

attended our programs

RESERVATIONS



85

 this month

Includes 38 meeting room and 47
park pavilion reservations

A FEW PROGRAMS OFFERED

- **SOFTBALL**
- **BASEBALL**
- **TBALL**
- **KIDS PICKLEBALL**
- **HOCKEY CAMP**
- **OLD GLORY DAYS**
- **PICKLEBALL**



OUR OLD GLORY DAYS CELEBRATION THIS YEAR WAS HIGHLIGHTED BY A
WONDERFUL FIREWORKS SHOW. FEEDBACK WAS GREAT FROM THE COMMUNITY.
WE HAD SEVERAL SPONSORS THIS YEAR AND WE WILL WORK TOWARD LONG
TERM RELATIONSHIPS WITH THEM.

July 2026

Monthly report – July, 2026

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

- Resolutions/Ordinances work–
 - Work concerning – Fireworks, Fire annex, Old Glory Days, Car Max, County Legal, bonds, Personnel, EOP, Employ contract, Water, Newsletter, Housing, Nuisances, Round about, Raises./prob., Logo, RDA, Green River ordin., DRC, Ruby River, Special events, Audits, Goldcrest, CTC, Publ. records, Code enforcement, land use,
- 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

296 Total traffic cases 2571 YTD (Jan. 1, 2026 to December 31, 2026)

6 DUI	157 Moving violations	0 FTA
0 Reckless/DUI red.	90 Non-moving violations	0 Other
43 License violations	0 Parking	

17 Total Misdemeanor cases YTD (Jan. 1, 2026 to Dec. 31, 2026)

0 Assault	1 Ill. sale Alc.	0 Dom. animal	0 Dom. violence
3 Theft	0 Other liq. viol.	0 Wildlife	7 Other misd./infrac
0 FTA	6 Contr. subst vio	0 Parks/rec.	
0 Public intox	0 Bad checks	0 Planning zon./Fire/Health	

294 Total cases disposed of this month

294 Total number of cases disposed of for the year (July 1, 2026 to June 30, 2027)

313 Total offenses this month

313 Total offenses for year (July 1, 2026 to June 30, 2027)

Small Claims Total number of cases for the year (Jan. 1, 2026 to Dec. 31, 2026) -- Filed=29 Settled/Dismissed=20

4 Cases filed	0 Trials
2 Settled/dismissed	0 Default judgment

CITATIONS BY AGENCY

YTD (July 1, 2026 to June 30, 2027)

Riverdale City	139	139
UHP	99	99

REVENUE/MISC.

YTD (July 1, 2026 to June 30, 2027)

Total Revenue collected	\$ 58,081.95	\$ 58,081.95
Revenue Retained	\$ 37,538.06	\$ 37,538.06
Warrant Revenue	\$ 23,232.31	\$ 23,232.31
Issued warrants	46	46
Recalled warrants	87	87

Patrol Report July 2026

DUI: Officers responded to a local parking lot where a vehicle backed into another vehicle. Upon further investigation, it was found that the driver was under the influence of alcohol. The driver was subsequently booked into jail.

Arrest Warrant: Officers contacted a male who was loitering in front of a local business. It was found that that male had an outstanding warrant for his arrest. He was booked into jail.

DUI: Officers were asked by another agency to check the area for a domestic violence suspect from their jurisdiction. The male was located and was found to be driving under the influence of alcohol. He was booked into jail.

Theft: Employees at a local restaurant reported that a female customer had just consumed her food and was refusing to pay for her meal. Officers contacted the female who subsequently resisted arrest. She was booked into jail on several charges.

Drug Paraphernalia: An officer utilized his drug detection K-9 on a traffic stop. Drug paraphernalia was subsequently located in the vehicle. The driver was booked into jail.

Fire: Officers assisted with a large fire by evacuating homes and transporting an injured person to the hospital.

Traffic Accident/Fight: Following a traffic accident, the two drivers got into an argument where one alleged that he was assaulted by the other driver. Neither driver wished to pursue any charges.

Community Policing: Several officers held block parties/BBQs in their precincts where multiple residents attended.

Cruelty to Animals: Officers spoke with a dog owner about the dangers of leaving animals unattended in a vehicle.

Motorist Assist: An officer assisted a motorist by unlocking her vehicle where she had just locked her keys inside.

Open Door: While checking closed businesses during the night, an officer found a door that had not been locked. Officers checked the interior of the building without finding anything of concern. The building was then secured.

Assist Other Jurisdiction: Officers assisted another agency by taking a male into custody who had an outstanding felony warrant for his arrest.

Investigations Pass On 07-2026

Sex Offense: Patrol Officers were dispatched to a sex offense that occurred at a residence in Riverdale. Detectives assisted with the investigation, resulting in the suspect being located and interviewed. A search warrant was also conducted at the home for evidence collection. The case was submitted to the WCAO for the screening of charges.

Sex Offense: Patrol Officers handled a sex offense investigation where inappropriate images were sent between two underage people. Detectives assisted with the investigation and the case was sent to the WCAO for the screening of charges.

Retail Theft: Detectives followed up on a retail theft investigation that resulted in the suspect being identified. This case resulted in an arrest warrant being requested for the suspect through the WCAO.

Retail Theft: Detectives followed up on a retail theft where a suspect was identified. The suspect was interviewed and admitted to theft. A summons will be issued through the WCAO.

RIVERDALE POLICE DEPARTMENT CRIME BULLETIN

August 2026
Report #26-8

July Police Calls

- **1584 Calls for Service:**
 - **35 Animal Complaints**
 - **262 Crime Reports Written**
 - **15 Forgery/Fraud**
 - **19 Retail Thefts**
 - **9 Family Offenses**
 - **15 Child Abuse / DCFS cases**
 - **4 DUI**
 - **44 Arrests**

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



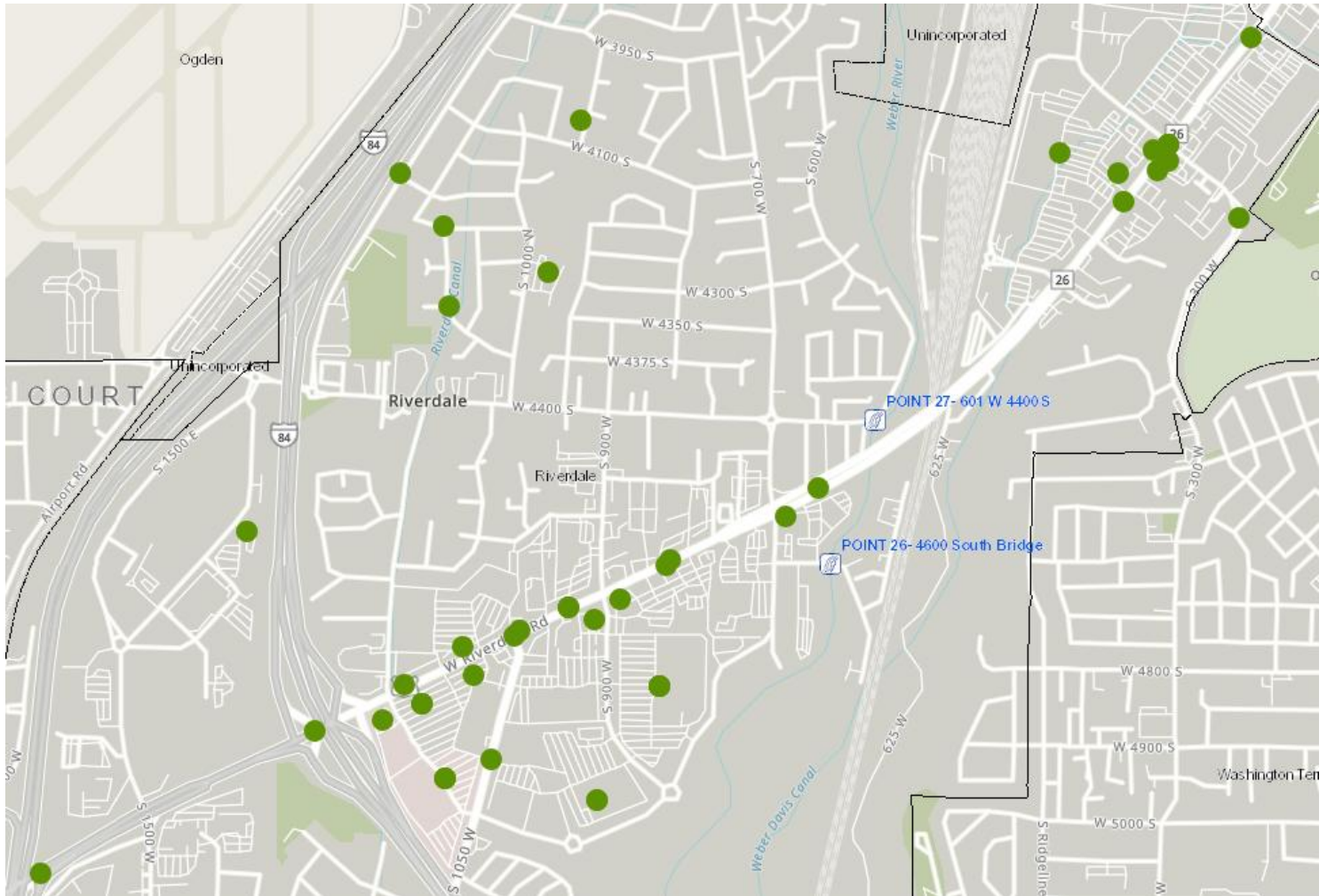
Traffic Patrol and Enforcement

- **469 Traffic Stops resulting in:**
 - **285 Citations**
 - **407 Total Violations**
 - **122 Warnings Issued**

RIVERDALE POLICE DEPARTMENT CRIME BULLETIN

August 2026
Report #26-8

45 Traffic Accidents



- **30 New Cases sent to Investigations.**
- **45 Investigative Cases Closed**

Code Enforcement

- **5 Closed Cases**

POLICE LINE - DO NOT CROSS

POLICE LINE - DO NOT CROSS

POLICE LINE - DO NOT CROSS

POLICE LINE - DO NOT CROSS

POLICE LINE - DO NOT CROSS

FOR LAW ENFORCEMENT USE ONLY!

Employee Recognition – August 2026 Anniversaries		
Years	Employee	Department
31	Dean Gallegos	Fire
28	Norm Farrell	Public Works
11	Kathy Doxey	Police
11	Baylee Peterson	Community Services
3	Steve May	Police
1	Brenda Green	Police
1	Nevaeh Silva	Community Services
1	Kaleb Montez	Police
1	Evelyn Allen	Community Services



Staffing Authorization Plan

As of Jul 31, 2026		
Department	FTE Authorization	FTE Actual
City Administration	2.00	2.00
Legal Services	4.50	3.50
Building	1.50	2.50
Community Development	1.00	1.00
Business Administration	5.50	5.50
Community Services	13.00	13.00
Public Works	11.00	11.00
Police	26.00	26.00
Fire	17.00	16.00
Total	81.50	80.50

Staffing Reconciliation - Authorized to Actual		
Department	FTE Variance	Explanation
City Admin	0.00	
Legal Services	(1.00)	City Administrator/City Attorney
Building	1.00	Training Bldg Inspector
Community Services	0.00	
Business Administration	0.00	
Public Works	0.00	
Police	0.00	
Fire	(1.00)	Engineer
Totals	(1.00)	Staffing <u>under</u> authorization

Actual Full Time Employees	63.00
Actual Part Time Employees	36.00
Seasonal Employees	0.00

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



Riverdale

U T A H

COMMUNITY DEVELOPMENT PROJECTS STATUS REPORT

July 2026



OPEN FOR BUSINESS



El Pollo Loco celebrated their 8th year anniversary in Riverdale on July 17, 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.



Northrop Grumman held a groundbreaking ceremony for the Legacy Building at the Roy (Riverdale) Innovation Center on July 14, 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.



The new RiverPark Retail Center is under construction at 4868 S 1050 W, with new retailers coming soon!



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



MEMORANDUM

TO: Riverdale City Council

FROM: Design Review Committee (DRC)

DATE: July 30, 2026

SUBJECT: Design Review & Site Plan Summary: Konala (4179 Riverdale Road)

Project Overview

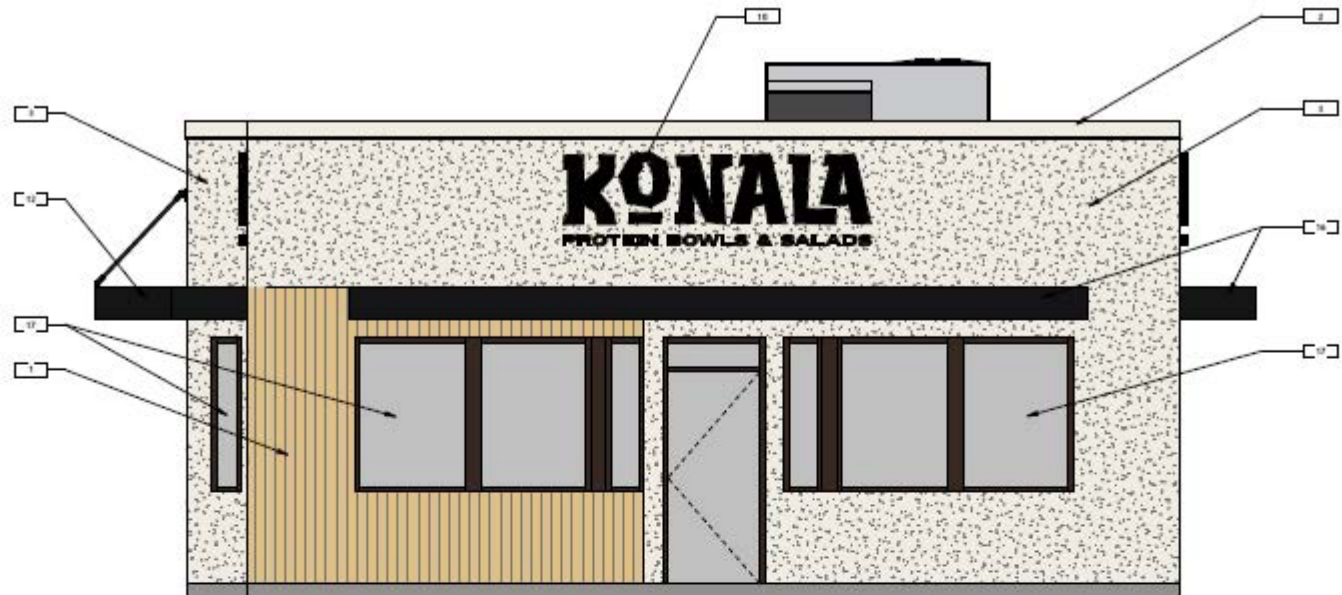
- **Applicant / Business:** Konala (Protein Bowls & Salads), a health-focused quick-service restaurant concept (similar to Sweetgreen or Cobbler) recently expanding into Utah.
- **Location:** 4179 Riverdale Road, Riverdale, UT 84405.
- **Architect:** Cortland Morgan Architect.
- **Current Action:** The Design Review Committee reviewed the initial site elevation proposal during the July 22, 2026 meeting. The applicant is seeking approval for exterior architectural modifications to modernize an existing building that is currently in poor physical condition. The developer intends to move quickly through the approval process.

Key Architectural & Elevation Features

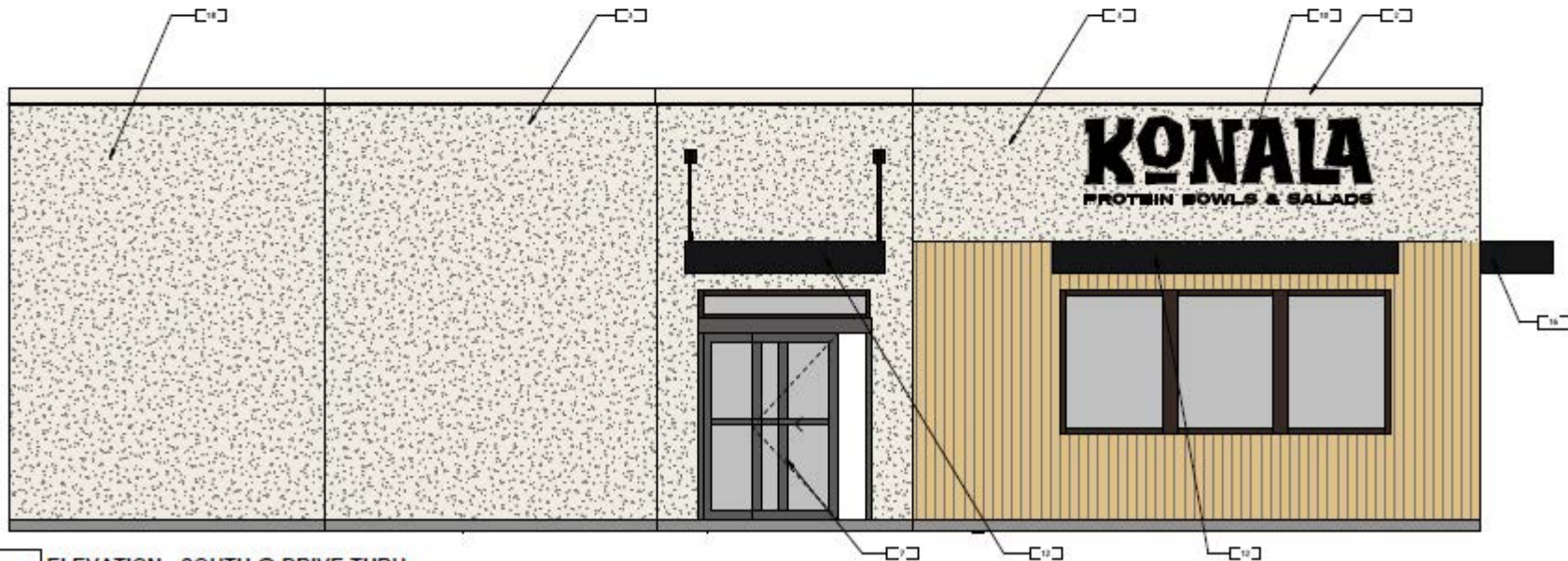
- **Building Facade & Roof:** The modernization removes the existing building "bulge" and refreshes the facade using pre-finished fiber cement wall panels (MP-3) and patched/repainted EIFS (EP-2). The design features new roofing, a patio canopy, and drive-thru canopy with bright accent lighting and wood wrapping.
- **Rear Walk-In Cooler:** A walk-in cooler addition is planned behind the building. It will be enclosed with a matching wood wrap and extended upward to match the parapet roof height so it integrates seamlessly into the building envelope.
- **Drive-Thru Window:** The drive-thru window incorporates a full sliding glass walk-through door designed for direct staff-to-customer interaction and dog-friendly service.
- **Building Signage:** Wall-mounted signage is proposed on three sides of the building, featuring 5-inch black letters with white backlighting at night and yellow halo backlighting along the edges. Signage calculations follow the standard building frontage multiplier ($\text{building measurement} \times 3$).
- **Pole Sign:** The developer plans to retain and re-use the existing pole sign on the site.

Pending Submissions & City Staff Coordination

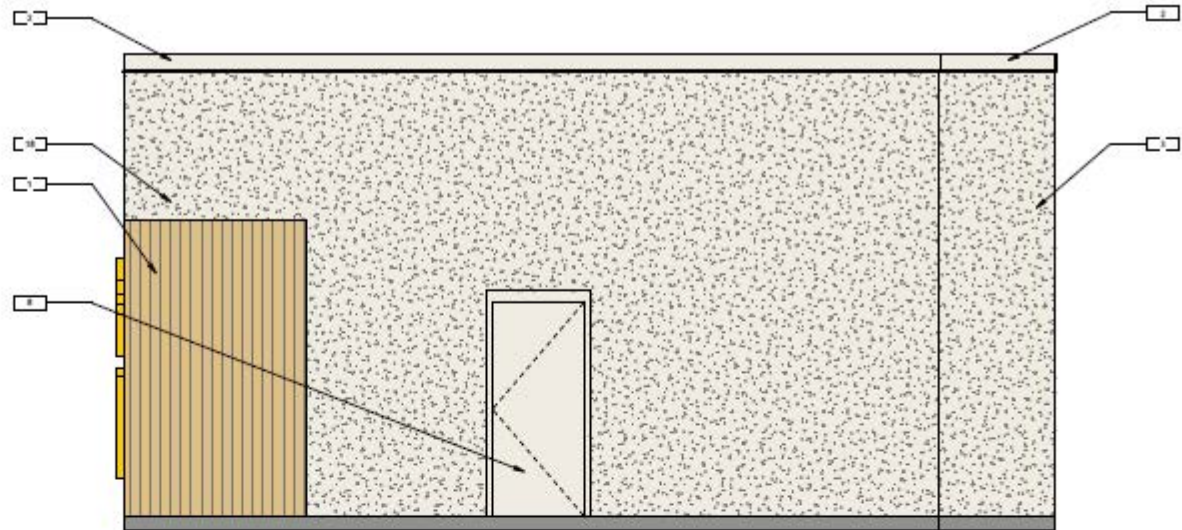
- **Landscaping Plan:** A formal landscaping submission showing site improvements is still required from the developer for staff and DRC review.
- **Site Engineering & Access:** Detailed review of parking capacity, drive-thru queuing lanes, and traffic circulation along Riverdale Road remains pending.



2 ELEVATION - EAST @ STOREFRONT
3/8" = 1'-0"



1 ELEVATION - SOUTH @ DRIVE-THRU
3/8" = 1'-0"



2 ELEVATION - WEST @ REAR
3/8" = 1'-0"



1 ELEVATION - NORTH @ MENU
3/8" = 1'-0"



CITY COUNCIL AGENDA

August 18, 2026

AGENDA ITEM: G1

SUBJECT: Consideration of Resolution #2026-33 approving a Real Estate Purchase Contract and Reimbursement Agreement between Riverdale City and Davis & Weber Counties Canal Company (DWCCC) for the sale of approximately 5.91 acres

PRESENTER: Brandon Cooper, Community Development Director

INFORMATION:

- a. [Resolution #2026-33](#)
- b. [Transmittal](#)

[BACK TO AGENDA](#)



RESOLUTION NO. 2026-33

A RESOLUTION OF THE RIVERDALE CITY COUNCIL APPROVING THE SALE OF CERTAIN REAL PROPERTY WITHIN PEACOCK RIDGE ESTATES SUBDIVISION TO DAVIS AND WEBER COUNTIES CANAL COMPANY, APPROVING A RELATED REIMBURSEMENT AGREEMENT, AND AUTHORIZING THE EXECUTION OF DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION.

WHEREAS, Riverdale City (the “City”) is the owner of real property generally located near 5633 South 1200 West and commonly associated with the Peacock Ridge subdivision area;

WHEREAS, on August 20, 2024, the City acquired the eight-lot Peacock Ridge Subdivision PRUD from Kent Hill for the purpose of protecting the hillside and the adjacent canal from potential impacts associated with future development;

WHEREAS, the original Peacock Ridge Subdivision PRUD was approved through the City’s land-use process in 2008 and recorded with Weber County in 2022, and the City subsequently initiated a subdivision plat amendment to consolidate and reconfigure the property into three lots identified as Lots 1R, 2R, and 3R within Peacock Ridge Estates;

WHEREAS, the preliminary Peacock Ridge Estates plat was presented to the Riverdale City Planning Commission on May 12, 2026, and the proposed reconfiguration identified Lot 1R as the portion intended for acquisition by Davis and Weber Counties Canal Company (“DWCCC”) for protection of the adjacent canal;

WHEREAS, the City and DWCCC have negotiated a Real Estate Purchase Contract under which DWCCC will purchase the property described in the contract for a total purchase price of One Hundred Eighty-Six Thousand One Hundred Ninety-Seven Dollars (\$186,197), subject to the terms, conditions, due diligence requirements, and closing provisions contained in the contract;

WHEREAS, the City and DWCCC have also negotiated a Reimbursement Agreement addressing certain engineering, survey, legal-description, and related work performed in connection with the plat vacation, replatting, and contemplated sale, with an estimated cost of Three Thousand Five Hundred Dollars (\$3,500), to be reimbursed by the City in accordance with that agreement;

WHEREAS, the City Council finds that the transaction will further the City’s objectives of protecting the hillside and adjacent canal corridor, implementing the Peacock Ridge Estates reconfiguration, and placing the property intended for canal protection under the ownership and control of DWCCC; and

WHEREAS, the City Council finds that approval of the Real Estate Purchase Contract and Reimbursement Agreement is in the best interests of Riverdale City and its residents.

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

Section 1. Approval of Real Estate Purchase Contract. The City Council hereby approves the Real Estate Purchase Contract between Riverdale City, as Seller, and Davis and Weber Counties Canal Company, as Buyer, for the sale of the real property described therein for a purchase price of \$186,197, substantially in the form presented to the City Council, together with such non-material revisions as may be approved by the City Attorney and the City Administrator.

Section 2. Approval of Reimbursement Agreement. The City Council hereby approves the related Reimbursement Agreement between Riverdale City and Davis and Weber Counties Canal Company, substantially in the form presented to the City Council. The City is authorized to reimburse eligible costs in accordance with the terms of that agreement, including the estimated \$3,500 cost identified therein and any adjustment permitted by the agreement.

Section 3. Authorization to Execute and Close. The Mayor, City Administrator, City Recorder, City Attorney, and other appropriate City officers and staff are authorized to execute, attest, deliver, and record the approved agreements and any deeds, settlement statements, certificates, affidavits, closing instructions, or other documents reasonably necessary to consummate the transaction, provided that any material change to the purchase price or substantive obligations of the City shall require further City Council approval.

Section 4. Conditions and Coordination. The transaction shall remain subject to the conditions, due diligence provisions, title requirements, plat-related requirements, and closing procedures contained in the approved agreements. City staff are authorized to coordinate the closing and the related Peacock Ridge Estates plat and legal-description work necessary to complete the transaction.

Section 5. Severability. If any section, clause, or provision of this Resolution is held invalid or unenforceable, the remainder of this Resolution shall not be affected and shall remain in full force and effect.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Riverdale City Council this ____ day of _____, 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



Body: City Council
Topic: **Approval of Real Estate Purchase Contract and Reimbursement Agreement – Davis Weber Canal Company – Peacock Ridge Property**

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 Real Estate Purchase Contract and Reimbursement Agreement between Riverdale City and Davis & Weber Counties Canal Company (**DWCCC**) for the sale of approximately 5.91 acres.

RECOMMENDATION

Staff recommends approval of the Real Estate Purchase Contract with DWCCC for the sale of the property described in the contract, approve the related Reimbursement Agreement, and authorize the appropriate City officials to execute the agreements and closing documents, subject to final legal review and satisfaction of the contract conditions.

BACKGROUND

The Peacock Ridge property has a long history of City involvement. On November 20, 2007, the Riverdale City Council approved a Property Exchange and Development Agreement for the Peacock Ridge Project at approximately 5633 South 1200 West. That agreement provided for an exchange of approximately six acres between Kent Hill/Lorin Parks and Riverdale City and included an overall concept plan for an eight-lot residential planned residential unit development (PRUD). The original Peacock Ridge subdivision later received a Planning Commission recommendation for approval on September 23, 2008, final subdivision/site plan approval from the City Council on October 7, 2008, and was ultimately recorded with Weber County in 2022.

Despite those approvals, the property remained undeveloped. Staff identified the steep hillside, constrained development area, geotechnical concerns, increased construction costs, and potential impacts to the adjacent canal as significant concerns. In April 2024, Kent Hill expressed an interest in selling the Peacock Ridge property to the City. The City Council subsequently approved the acquisition, and Riverdale City completed the purchase of the eight-lot Peacock Ridge Subdivision from Kent Hill on August 20, 2024, for the purpose of protecting the hillside and adjacent canal from potential impacts associated with future development.



Following the acquisition, the City initiated a subdivision amendment to vacate and reconfigure the original eight-lot Peacock Ridge Subdivision into the Peacock Ridge Estates Subdivision. The preliminary plat proposed consolidating the property into three larger lots: Lot 1R, intended for conveyance to Davis and Weber Counties Canal Company (DWCCC) for protection of the adjacent canal, and Lots 2R and 3R, intended to be sold by Riverdale City as residential lots. The preliminary plat was presented to the Riverdale City Planning Commission on May 12, 2026. The Planning Commission is the City's designated administrative land use authority for residential subdivision applications of this type. The current transaction with DWCCC implements the planned disposition of Lot 1R and coordinates that conveyance with the related subdivision vacation, replatting, survey, legal-description, and engineering work.

KEY TRANSACTION TERMS

- **BUYER:** Davis and Weber Counties Canal Company (DWCCC)
- **SELLER:** Riverdale City
- **PURCHASE PRICE:** \$186,197, including a \$5,000 earnest-money payment and the remaining balance due at closing.
 - The Property is identified as all of Lot 1R of Peacock Ridge Estates together with parcel no. 081070072, totaling approximately 5.91 acres (257,517 square feet), as further described in Exhibit A of the contract.
- Closing is conditioned on completion of due diligence and other contractual contingencies, including final City approval of the Peacock Ridge Estates plat and any required approval by the Davis and Weber Counties Canal Company Board.

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.

REIMBURSEMENT AGREEMENT

The related Reimbursement Agreement addresses cost sharing for J-U-B Engineers work that supports both the subdivision vacation/replatting and the DWCCC acquisition. The reimbursable scope includes preparation of legal descriptions for the subdivision vacation, the property to be sold to DWCCC, and the property to be retained by the City.

Estimated reimbursable cost: \$3,500.

DWCCC pays the work costs up front and provides the City invoices documenting actual costs. If actual costs are expected to exceed the estimate by more than 10%, DWCCC must provide notice to the City.



The City may reimburse DWCCC at closing either by reducing the purchase price in the settlement documents or by making a cash payment, at the City's election.

PLAT / PROPERTY COORDINATION

The July 2026 Peacock Ridge Estates plat depicts three reconfigured lots and identifies Lot 1R as a non-buildable 132,935-square-foot lot, Lot 2R as 14,961 square feet, and Lot 3R as 29,408 square feet. Lot 2R and 3R are intended to be sold for residential home construction.

FISCAL IMPACT

The City will receive the stated purchase price of \$186,197, subject to normal closing adjustments and the City's reimbursement obligation under the separate Reimbursement Agreement. The estimated reimbursement is \$3,500, with any increase above 110% of that estimate requiring notice from DWCCC. Closing costs and prorations will be handled as provided in the purchase contract.

Attachments:

Real Estate Purchase Contract
Reimbursement Agreement
Peacock Ridge Estate Final Approved Plat
Resolution

Real Estate Purchase Contract

THIS REAL ESTATE PURCHASE CONTRACT ("Contract") made and entered into on the _____ day of _____, 2026 ("**Effective Date**") by and between **DAVIS AND WEBER COUNTIES CANAL COMPANY**, a Utah nonprofit corporation, together with its successors or assigns ("**Buyer**"), and **RIVERDALE CITY**, a Utah political subdivision, together with its successors or assigns, ("**Seller**"). Buyer and Seller are individually referred to herein as a "**Party**" and collectively referred to as the "**Parties**".

RECITALS

WHEREAS, Seller owns all of the Peacock Ridge Estates Subdivision and parcel no. 081080072, located in Riverdale, Utah, as more particularly described in Exhibit A, which is attached to and made a part of this Contract ("**Seller's Property**"); and

WHEREAS, Buyer desires to purchase certain portions of Seller's Property ("**Property**") under the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the Parties agree to the following:

1. Description of Property.

1.1 Real Property. The Property includes all of Lot 1R of the Peacock Ridge Estates subdivision and parcel no. 081070072, consisting of a total of approximately 5.91 acres (257,517 square feet), as described and shown on Exhibit A. The legal description for Lot 1R of the Peacock Ridge Estates has been created by J-U-B Engineers as part of that certain Reimbursement Agreement between the Parties and in connection with the process of vacating the existing plat for Seller's Property.

1.2 Included Items. Unless excluded herein, the sale of the Property includes any and all below grade improvements presently attached to the Property.

2. Purchase Price. Subject to the terms, covenants and conditions of this Contract, the total "**Purchase Price**" for the Property shall be **ONE HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS (\$186,197)** which shall be paid by Buyer to Seller as follows:

Earnest Money Payment to be paid to the Closing Agent within five (5) days of the Effective Date. The Earnest Money Payment shall be applicable to the total Purchase Price according to the provisions of this Contract: **\$5,000.00**

Balance of Purchase Price at Closing- **ONE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS (\$181,197)** payable

to Seller in cash or certified funds; provided, however, that the Purchase Price may be reduced in accordance with Section 3 of the Reimbursement Agreement.

3. **Contract Deadlines.**

Effective Date of Contract: Upon signature of both Parties

Seller Disclosure Deadline: Seven (7) days after Effective Date

Due Diligence Deadline: Thirty (30) days after Effective Date, with one thirty (30) day extension at the sole discretion of the Buyer.

Closing Date: Closing of the sale shall be held at the office of Lincoln Title Company, 5151 S 400 E, #101, Washington Terrace, Utah, 84405 (the "**Closing Agent**") on or before the date that is fifteen (15) days after Riverdale City approves the Peacock Ridge Estates Subdivision Plat, in a form substantially similar to the plat shown in Exhibit A.

4. **Seller Disclosures.** On or before the Seller Disclosure Deadline, Seller shall deliver to Buyer the following documents which are collectively referred to as the "**Seller Disclosures**":

4.1 Commitment for Title Insurance. A preliminary report or commitment for title insurance (such report or commitment, as it may be amended, supplemented and updated, is referred to as the "**Preliminary Title Report**") in the full amount of the Purchase Price, with Buyer as the proposed insured, showing all matters affecting title to the Property including any and all exceptions, easements, restrictions, rights-of-way, covenants, reservations and other conditions or encumbrances affecting the Property (collectively, the "**Exceptions to Title**") together with legible copies of all recorded documents constituting or evidencing such Exceptions to Title. Commitment shall be issued by **Closing Agent**.

4.2 Property Agreements. Copies of any and all written leases, tenancies, rental agreements, service contracts, licenses, management agreements, landscaping agreements, maintenance agreements, and any and all other agreements affecting the Property, and a full written description of any such agreements which are not written (collectively, the "**Property Agreement(s)**"). No later than five (5) business days following Buyer's receipt of any such Property Agreement, Buyer shall notify Seller in writing as to whether Buyer approves or disapproves of such Property Agreement. With respect to each such Property Agreement, Buyer may either direct Seller to assign Seller's interest under such Property Agreement to Buyer as of the Closing Date, or Buyer may direct Seller to terminate such Property Agreement as of the Closing Date. In the event Buyer fails to provide Seller with any directions regarding a particular Property Agreement, Seller shall presume that such Property Agreement has not been accepted by Buyer, and Seller shall take all steps necessary to terminate such Property Agreement as of the Closing Date. Seller shall indemnify, defend and hold harmless Buyer from and against any obligation, claim, demand, loss, liability, cause of action, cost and expense (including reasonable attorneys' fees) with respect to any Property Agreement that is terminated as of the Closing Date pursuant to this Subsection 4.2, including all termination and other similar fees.

4.3 Environmental Assessments. Copies in Seller's possession, if any, of any studies, assessments and/or reports which have previously been done on the Property including, without limitation, environmental reports, soils studies, geotechnical studies, site plans and surveys (collectively, "**Environmental Assessments**").

4.4 Building/Zoning Code Violations. Written notice of any claims and/or conditions known to Seller relating to Property building or zoning code violations.

4.4.5 Other Material Information. Written notice of any claims, conditions or information which may materially impact Buyer's decision to purchase the Property.

4.6 Failure to Deliver Seller Disclosures. If Seller is unable or unwilling to deliver to Buyer any of the Seller Disclosures, Buyer may immediately terminate this Contract. If Buyer so terminates this Contract, all monies paid by Buyer up to the time of termination shall be returned to Buyer, this Contract shall be null and void, and the Parties shall have no further obligations to one another whatsoever.

5. Inspection of Property. From the Effective Date and continuing through and including the date of the termination of this Contract or the Closing, Buyer and its representatives shall have the right to enter upon the Property to conduct any and all inspections and investigations as Buyer may desire to determine the condition and suitability of the Property for Buyer's intended use. Buyer, in the conduct of such investigations and inspections, shall not unreasonably interfere with any existing operations on the Property and Buyer shall indemnify and hold Seller harmless from and against any and all physical damage to the Property resulting from Buyer's investigation of the Property.

6. Buyer's Review and Approval of Seller Disclosures. From the Effective Date, and continuing until the Due Diligence Deadline, Buyer shall have the right to review and approve the Seller Disclosures and Preliminary Title Report as provided under this Section 6. If Buyer elects to terminate this Contract pursuant to this Section 6, all of the Earnest Money Payment shall be returned to Buyer, this Contract shall be null and void, and the Parties shall have no further obligations to one another whatsoever.

6.1 Unpermitted Exceptions. If Buyer objects to any Exceptions to Title appearing in the Preliminary Title Report (the "**Unpermitted Exceptions**") Buyer shall notify Seller of such objection in writing no later than seven (7) days following Buyer's receipt of the Preliminary Title Report, and Seller shall make reasonable efforts to have such Unpermitted Exceptions removed from the Preliminary Title Report no later than fifteen (15) days after Seller has received from Buyer written notice of such Unpermitted Exceptions. If Seller is unable or unwilling to remove such Unpermitted Exceptions from the Preliminary Title Report within such time period, Buyer may terminate this Contract. Notwithstanding the foregoing, any financial encumbrances recorded against the Property including deeds of trust, mortgages, mechanic's liens, etc., will automatically be deemed Unpermitted Exceptions and must be removed from title prior to Closing.

6.2 Property Agreements. If Buyer objects to any Property Agreement, Buyer shall notify Seller of such objection in writing no later than five (5) days following Buyer's receipt of such Property Agreement. If Seller is unable or unwilling to resolve Buyer's

objections regarding any particular Property Agreement, Buyer may terminate this Contract and all Parties shall be relieved of all liabilities under this Contract.

6.3 Environmental Assessments. In the event that Buyer determines, in Buyer's sole discretion, that any Environmental Assessment or any of Buyer's inspections indicates the Property may not be appropriate, feasible, economically and/or environmentally viable for Buyer's planned use and/or development, Buyer may terminate this Contract, and all parties shall be relieved of all liabilities under this Contract.

6.4 Building/Zoning Code Violations. In the event Buyer determines, in Buyer's sole discretion, that any claims and/or conditions relating to Property building or zoning code violations may adversely impact Buyer's planned use and/or development of the Property, Buyer may terminate this Contract, and all parties shall be relieved of all liabilities under this Contract.

6.5 Other Material Information. In the event Buyer determines, in Buyer's sole discretion, that any additional information provided by Seller or obtained by Buyer regarding the Property may adversely impact Buyer's planned use and/or development of the Property, Buyer may terminate this Contract, and all parties shall be relieved of all liabilities under this Contract.

6.6. Consequences of Review. Buyer's inspection, review or approval of the Property, documents or any other materials shall be solely for Buyer's own benefit and shall not be deemed to be or to result in any warranty, representation or conclusion relative to the technical adequacy of the subject of such inspection, review or approval, the safety, soundness or quality of the Property or the Property's compliance with applicable law. Buyer's inspection, review or approval shall not reduce or qualify, in any manner, any of Seller's representations or warranties that may be specifically set forth in this Contract.

7. **Buyer's Right to Cancel.** Buyer's obligation to purchase the Property under this Contract is conditioned upon the following:

7.1 Buyer has inspected and approved the physical condition of the Property;

7.2 Buyer has reviewed and approved the content of any and all Seller Disclosures pursuant to Sections 4 and 6 of this Contract;

7.3 Buyer's receipt and approval of the Final Title Policy, ensuring that Seller has and can deliver to Buyer good and marketable title to the Property at Closing, pursuant to the terms of this Contract.

7.4 Buyer obtaining final approval for the purchase of the Property which may be required by law, regulation, or policy, or which must be obtained from any public entity or agency, including the Davis and Weber Counties Canal Company Board, according to such entity's or agency's standard practices and procedures.

7.5 The Riverdale City's final approval of a the Peacock Ridge Estates plat for Seller's Property.

8. **Buyer's Due Diligence.** As used in this Contract, the term "**Buyer's Due Diligence**" collectively refers to Buyer's completion of each of the conditions set forth in Section 6 and 7. No later than the Due Diligence Deadline, Buyer shall complete all of Buyer's Due Diligence. If by the expiration of the Due Diligence Deadline (a) Buyer does not cancel this Contract as provided herein; or (b) Buyer does not deliver a written objection to Seller regarding any Buyer's Due Diligence; or (c) the Parties have not agreed in writing to extend the Due Diligence Deadline, it shall be deemed that Buyer has completed and/or approved each of the Buyer's Due Diligence; and the contingencies referenced in Section 6 and 7 shall be deemed as completely and unconditionally waived by Buyer.

9. **Seller's Warranties and Representations.** As of the Effective Date, Seller makes the representations and warranties listed below. **Such warranties and covenants shall not survive the Closing unless otherwise specifically stated below.** In the event of a breach of any of the representations and warranties specified below prior to the Closing, upon written notice by and at the election of Buyer, Buyer may terminate this Contract, the Earnest Money Payment will be returned to Buyer, and neither Seller nor Buyer shall have any further rights or obligations under this Contract.

9.1 **Title.** Seller is the sole owner and is in exclusive possession of the Property. Seller holds good and marketable title to the Property in fee simple, and will convey good and marketable title to Buyer, including all of Seller's right, title, and interest in the Property at the Closing by warranty deed ("**Deed**") free and clear of all liens and encumbrances other than those Exceptions to Title and/or Property Agreements Buyer has accepted or otherwise failed to object to pursuant to this Contract.

9.2 **No Changes During Transaction.** Seller agrees that from the Effective Date and continuing until the Closing, Seller shall not, without the prior written consent of Buyer: (a) make any changes in any existing leases; (b) enter into any new leases; (c) make any substantial alterations or improvements to the Property; or (d) incur any further financial encumbrances against the Property. If Seller encumbers the Property after the Effective Date, then Seller shall be obligated to remove all such encumbrances on or prior to the Closing.

9.3 **Title Policy.** At the Closing, Seller shall obtain, inspect, approve and pay for a standard-coverage owner's policy of title insurance from the Closing Agent in the total amount of the Purchase Price ("**Final Title Policy**") in order to adequately insure Buyer against any and all loss or damage resulting from defects or problems relating to the Buyer's ownership of the Property including, without limitation, the enforcement of liens that may exist against such Property. If title to the Property cannot be made insurable through an escrow agreement upon the Closing, the Seller shall return all deposits made into Escrow to Buyer, this Contract shall be null and void, and the Parties shall have no further obligations to one another whatsoever.

9.4 **Seller Parties.** The persons and entities comprising Seller represent all parties owning fee title to the Property as of the Effective Date. Seller is fully authorized to convey the Property pursuant to this Contract. The representations set forth in this Subsection 9.4 shall survive the Closing.

9.5 No Proceedings. As of the Effective Date, to the best of Seller's knowledge, there are no existing, pending or threatened condemnation proceedings, zoning or land use proceedings, utility moratoriums, use moratoriums, improvement moratoriums, or legal, administrative or other proceedings or assessments, formal or informal, affecting the Property, lawsuits by adjoining landowners or others, nor to the best knowledge and belief of Seller is any such lawsuit contemplated by any person, nor is any condemnation or assessment contemplated by any governmental authority. Buyer acknowledges and agrees that Buyer is solely responsible for performing any and all due diligence, as deemed necessary by Buyer, in order to determine whether or not the Property may, as of and following the Closing, be affected by any of the matters addressed under this Subsection 9.5.

9.6 No Leases. At the time of Closing the Property will not in whole or in part be subject to any leases, tenancies, or rental agreements other than those which Buyer has been made aware pursuant to Subsection 4.2 of this Contract. The representations set forth in this Subsection 9.6 shall survive the Closing.

9.7 No Contracts. Seller has not and will not enter into any oral or written contracts, agreements, listings, or understandings affecting the Property which may become binding upon Buyer other than those which Buyer has been made aware pursuant to Subsection 4.2 of this Contract. The representations set forth in this Subsection 9.7 shall survive the Closing.

9.8 Compliance With Laws. As of the Effective Date, Seller has complied with all applicable laws, ordinances, regulations, statutes and rules relating to the Property or any part thereof. The ownership, operation and use of the Property are in compliance with and do not violate any applicable federal, state or municipal law, ordinance, rule or regulation, including but not limited to, one relating to building, subdivision, zoning, health, the environment or disabled persons. In addition, Seller has no knowledge of any pending law ordinance, order, regulation or requirement that would affect the present use and operation of the Property. Buyer acknowledges and agrees that Buyer is solely responsible for performing any and all due diligence, as deemed necessary by Buyer, in order to determine whether or not the Property is suitable for Buyer's intended purposes, and determining whether or not the Property may, as of and following the Closing, be affected by any of the matters addressed under this Subsection 9.8.

9.9 Environmental. To the best of Seller's knowledge, during the period that Seller has owned the Property, there has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic substance, mold, or any other pollutants or contaminants (hereinafter collectively referred to as "**Pollutants**") on or in the Property in violation of any applicable law, rule or ordinance. To the best of Seller's knowledge, Seller warrants that Seller has complied with all applicable local, state or federal environmental laws and regulations, and there are no wells, underground storage tanks, covered surface impoundments or other sources of Pollutants on the Property. To the best of Seller's knowledge, prior to Seller's acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any Pollutants on or in the Property. To the best of Seller's knowledge, no underground tank for storage of gasoline or other purpose is located on the Property.

9.10 Other Commitments. No commitments relating to the Property have been made to any governmental authority, utility company, school board, church or other religious body, association or other organization, group or individual which would impose an obligation on Buyer or Buyer's successors or assigns to make, or which would establish as a condition to development or subdivision on any part of the Property the making of, any contribution or dedication of money or land or any improvements of a public or private nature on or off the Property. No governmental authority has imposed any requirement that any owner of the Property pays directly or indirectly any special fees or contributions or incurs any expenses or obligations in connection with the Property.

9.11 Other Agreements. No management agreement, landscaping or maintenance agreement, security agreement, assignment, ground lease, easement, employment agreement, licensing agreement, insurance policy, employee welfare plan, labor agreement or other contract or agreement exists, whether oral or written, affecting or relating to the Property, which will remain in effect after the Closing, except as have been disclosed in writing to and approved by Buyer. Each such agreement and contract is in full force and effect in accordance with its terms, is assignable without the necessity of consent of any third party and is cancellable, without cost or expense, on not more than thirty (30) days' notice. Each obligation of Seller and each other party under each such agreement and contract has been performed, no party to any such agreement or contract has asserted any claim of default or offset against Seller and no event has occurred or failed to occur, the occurrence or nonoccurrence of which would in any way affect the validity or enforceability of any such agreement or contract.

9.12 Judgment. No adverse or unpaid judgment is outstanding directly and solely against Seller relating to the Property or the operation of the Property that might affect the ability of Seller to perform Seller's obligations under this Contract. The representations set forth in this Subsection 9.12 shall survive the Closing.

9.13 No Violation of Law by Seller. Seller is not in violation of, and the execution by Seller of this Agreement and the performance by Seller of Seller's obligations under this Agreement will not violate, any judicial order or governmental law, ordinance, rule or regulation in any respect which could have an adverse effect on the ability of Seller to perform Seller's obligations under this Contract.

10. Closing Costs. Closing costs and prorations shall be prorated as follows:

10.1 Taxes and Utilities. All ad valorem and excise taxes and utilities shall be prorated to the date of Closing. If the current year's taxes are not known as of the date of Closing, the proration shall be based upon the previous year's taxes with an adjustment made between Seller and Buyer when the current year's taxes are known.

10.2 Prepayment Penalties. Seller shall pay all prepayment penalties and other amounts necessary to release all existing notes, liens and security interests against the Property, if any.

10.3 Fees. Escrow fees charged by the Closing Agent shall be shared equally by Buyer and Seller, including fees for its services in the settlement/closing process. Each Party will

pay its own attorneys' fees. Seller shall pay the cost of recording the Deed.

10.4 Other. All other bills or charges including other recording fees, any state or local documentary stamps, transfer taxes or fees, assessments for improvements completed or initiated prior to Closing, whether levied or not, pertaining to the Property as of the date of Closing shall be paid by Seller at or prior to Closing. All rents and other similar payments shall be prorated to the date of Closing.

11. Default.

11.1 Buyer Default. If Buyer defaults after Seller's satisfaction of all of its obligations hereunder, Seller's sole remedy shall be to cancel the Contract and retain Earnest Money Payment as liquidated damages.

11.2 Seller Default. If Seller defaults after Buyer's satisfaction of all of its obligations hereunder, Buyer may seek specific performance of this Contract or may cancel the Contract and require the return of all monies paid by Buyer up to the time of default.

12. Closing; Time of the Essence. Unless extended by mutual agreement of the Parties, the sale contemplated by this Contract shall be closed no later than the Closing Date at the office of the Closing Agent or a reasonable location mutually agreed upon by the Parties. Notwithstanding the previous sentence, Buyer may, at Buyer's sole discretion, elect to close this transaction prior to the end of the Due Diligence Deadline. In the event this sale cannot be closed by the Closing Date due to interruption of transport, strikes, fire, flood, extreme weather, governmental regulations, delays caused by lender, acts of God, or similar occurrences beyond the control of Buyer or Seller, then the Closing shall be extended seven (7) days beyond the cessation of such interruption or condition, but in no event more than fifteen (15) days beyond the Closing Date. Thereafter, time is of the essence. This provision relates only to the extension of the Closing. As used in this Contract, the term "Closing" shall mean (i) the balance of the Purchase Price has been delivered to Seller or to the Closing Agent; and (ii) any and all documents necessary to complete the sale of the Property have been recorded in the office of the county recorder where the Property is located.

13. Final Pre-Closing Inspection. Seller warrants that on or before the Closing Date and before the date Seller delivers physical possession to Buyer, the Property will be vacant and free of debris and personal belongings. Prior to the Closing, Buyer may conduct a final pre-closing inspection of the Property to determine that the condition of the Property is vacant and free of debris and personal belongings.

14. Authority of Signers. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller. Seller further warrants that the execution and delivery of this Contract by Seller have been duly and validly authorized, and all requisite action has been taken to make this Contract binding upon Seller. The person or persons executing and delivering this Contract on behalf of Seller have been duly authorized to execute and deliver this Contract and to take such other actions as may be necessary or appropriate to consummate the transactions contemplated by this Contract.

15. **Real Estate Commissions.** Buyer and Seller are solely liable for any commissions due to their respective brokerage representation, if any.
16. **Exclusive.** Seller shall not rent, lease, sell, or enter into any such offer with any other party from the date of delivery of this Contract and until the Closing or termination of this Contract as provided herein.
17. **Attorney Fees.** Both Parties agree that should either Party default in any of the covenants or agreements herein contained, the defaulting Party shall pay all costs and expenses, including reasonable attorney fees, which may arise or accrue from enforcing or terminating this Contract or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.
18. **Entire Contract; Amendments.** This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the Parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or agreements between the Parties whether oral or written and whether made by either Party, or by anyone acting on behalf of either Party, all of which shall be deemed to be merged in this Contract and shall be of no further force or effect. No amendment, modification or change in this Contract shall be valid or binding unless reduced to writing and signed by all of the Parties.
19. **Risk of Loss.** All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the Closing.
20. **Assignment.** Buyer may transfer or assign this Contract, and all rights created under this Contract to any person or entity, without the need for obtaining any consent or approval from Seller. In the event of assignment, this Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto, and any entities resulting from the reorganization, consolidation or merger of either party hereto.
21. **Notices.** Any notices to be given hereunder shall be given by placing the notice or designation in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other address as the respective party may direct in writing to the other, or by personal delivery to such address by a party, or by a delivery service which documents delivery, and such notice or designation shall be deemed to be received upon such placing in the mails or such delivery:

BUYER: Davis and Weber Counties Canal Company
138 West 1300 North
Sunset, Utah 84015
801.774.6373

SELLER: Riverdale City
4600 S Weber River Drive
Riverdale, Utah 84405
Attention: Brandon Cooper

WITH A COPY TO: Riverdale City Attorney
4600 S Weber River Drive
Riverdale, Utah 84405

22. **Interpretation.** The provisions of this Contract shall be governed by and construed in accordance with the laws of the State of Utah. The section headings contained herein are for purposes of reference only and shall not limit, expand or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership, joint venture, corporation, trust, association or other entity or association or any combination thereof. For purposes of this Contract, any references to the term "days" shall mean calendar days, exclusive of legal holidays. If any provision of this Contract or the application thereof shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.
23. **Possession.** Buyer shall be entitled to possession of the Property at the Closing Date unless otherwise specified herein.
24. **Binding Effect.** The provisions of this Contract shall bind and inure to the benefit of the Parties and their respective successors and assigns. The Parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act, which may be necessary or proper to carry out the purposes of this Contract.
25. **Procedure.** The Parties understand that the terms and conditions expressed herein shall require various procedural notices, approvals, hearings, and studies, and may require the approving action of the Riverdale City Redevelopment Agency and/or City Council. All terms and conditions expressed herein are subject to said approvals.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, each of the Parties has executed this Contract.

BUYER:

DAVIS AND WEBER COUNTIES CANAL COMPANY
a Utah nonprofit corporation

By: Richard D. Lutz

Its: General Manager / Treasurer

SELLER:

RIVERDALE CITY,
a Utah political subdivision

By: _____
Braden Mitchell, Mayor

ATTEST:

City Recorder

EXHIBIT A - CONTINUED

to
Real Estate Purchase Contract

Legal Description of Seller's Property

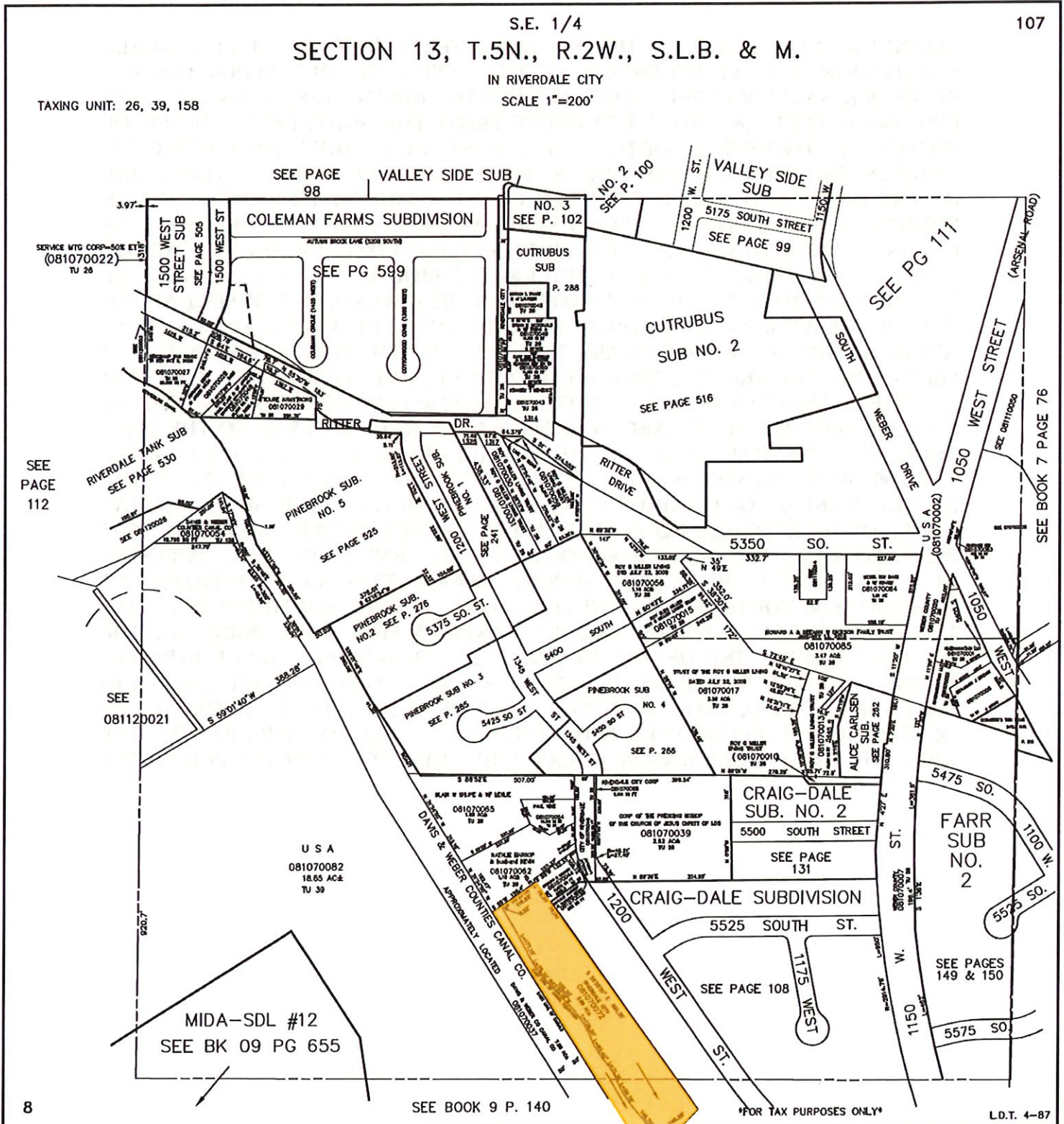


EXHIBIT A - CONTINUED

to

Real Estate Purchase Contract

Legal Description of Seller's Property

Parcel no 081070072

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THE CRAIG-DALE SUBDIVISION, A PLAT RECORDED AT THE OFFICE OF THE WEBER COUNTY RECORDER, SAID POINT BEING LOCATED NORTH 89°40'24" WEST ALONG SECTION LINE 941.06 FEET AND SOUTH 73.34 FEET FROM THE SOUTHEAST CORNER OF SECTION 13, TOWNSHIP 5 NORTH RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 45°00'00" WEST 146.55 FEET TO THE EASTERLY LINE OF THE DAVIS AND WEBER COUNTIES CANAL COMPANY PROPERTY; THENCE RUNNING NORTHWESTERLY ALONG SAID EASTERLY LINE THE FOLLOWING (9) COURSES: (1) NORTH 40°04'16" WEST 146.70 FEET; (2) 89.78 FEET ALONG THE ARC OF A 300.02 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 17°08'46" (CHORD BEARS 89.45 FEET NORTH 31°29'53" WEST), (3) 71.35 FEET ALONG THE ARC OF A 228.79 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°52'05" (CHORD BEARS 71.06 FEET NORTH 30°49'38" WEST), (4) 82.40 FEET ALONG THE ARC OF A 259.40 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°12'01" (CHORD BEARS 82.05 FEET NORTH 30°39'40" WEST), (5) 125.20 FEET ALONG THE ARC OF A 326.39 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°58'39" (CHORD BEARS 124.43 FEET NORTH 32°33'00" WEST) (6) NORTH 43°32'19" WEST 102.20 FEET (7) 75.70 FEET ALONG THE ARC OF A 264.59 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°23'38" (CHORD BEARS 75.45 FEET NORTH 35°20'30" WEST), (8) 177.15 FEET ALONG THE ARC OF A 2263.65 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04°29'02" (CHORD BEARS 177.10 FEET NORTH 27°55'25" WEST) AND (9) NORTH 29°10'21" WEST 8.52 FEET, THENCE NORTH 55°33'54" EAST 116.93 FEET; THENCE SOUTH 37°12'12" EAST 79.35 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE CRAIG-DALE SUBDIVISION; THENCE RUNNING ALONG SAID LINE THE FOLLOWING (2) COURSES: (1) SOUTH 37°10'51" EAST 76.00 FEET; AND (2) THENCE SOUTH 35°25'51" EAST 691.35 FEET. [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THIS OFFICE FOR TAX PURPOSES.]

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made this _____ day of _____, 2026 (the "Effective Date"), by and between **RIVERDALE CITY**, a public body, corporate and politic (the "City"), and **DAVIS AND WEBER COUNTIES CANAL COMPANY**, a Utah nonprofit corporation ("DWCCC"), for the cost sharing of certain survey and platting work related to the Peacock Ridge Estates Subdivision located in Riverdale City, Weber County, Utah. Each of the City and DWCCC may individually be referred to herein as a "Party" and collectively as the "Parties."

BACKGROUND:

WHEREAS, City owns certain real property located in Riverdale, Utah, commonly known as the Peacock Ridge Subdivision – PRUD ("Property"), as described in detail in Exhibit A, which is attached herein and made a part hereof.

WHEREAS, City is currently in the process of vacating the existing plat for the Property and selling a portion of the Property to DWCCC (the "Project"), and

WHEREAS, DWCCC is an adjacent landowner and desires to purchase a portion of the Property from the City, subject to vacation of the existing plat and pursuant to that certain Real Estate Purchase Contract, attached hereto and made part hereof as Exhibit B (the "REPC"); and

WHEREAS, DWCCC has, using its sole discretion, previously contracted with J-U-B Engineers ("JUB") for various engineering and design work related to DWCCC's canal, pipelines, and related infrastructure; and

WHEREAS, JUB has performed certain work on behalf of DWCCC that is related to its adjacent land as well as the portion of the Property that is the subject of the sale between DWCCC and the City; and

WHEREAS, inasmuch as the purchase of certain portions of the Property by DWCCC and the work of vacating the existing plat are inseparably connected, it has been agreed to by the Parties that it would be in the best interest of each to work together for preparation of legal descriptions needed for vacation of the existing plat and consummation of the REPC, with DWCCC covering the initial cost and the City reimbursing DWCCC subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, City and DWCCC agree to the following:

1. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement by reference thereto.

2. Scope of Work. The scope of work to be reimbursed (“**Work**”) includes the following surveying, design, and engineering consulting services to be completed by JUB: (a) provide a legal description of the Property for use by the City in a subdivision vacation ordinance; (b) provide a legal description of the portion of the Property to be sold to DWCCC in connection with the REPC; (c) provide a legal description that encompasses the portion of the Property that the City will retain after closing of the REPC, together with the adjacent City-owned parcel identified by Weber County Parcel No. 081070072. Subject to Section 3 below, DWCCC hereby agrees to pay the upfront costs for the Work to facilitate completion of the Project.

3. Reimbursement by City. The estimated cost and expense associated with the Work is **THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500)**. DWCCC shall provide notice to the City if the actual cost and expense of the Work will be greater than 10% above the estimated cost and expense. Upon completion of the Work, DWCCC shall provide the City with one or more invoices documenting the actual costs of the Work (the “**Reimbursement Amount**”). City hereby agrees to reimburse DWCCC the Reimbursement Amount by either reducing the amount of the purchase price found in the REPC and adjusting the settlement documents at Closing accordingly, or by cash payment from the City to DWCCC on the Closing date, as decided by the City.

4. Term. The Term of this Agreement shall commence on the Effective Date and continue in effect until completion of the Work and the City’s reimbursement of costs associated with the Work to DWCCC.

5. Scope; Entire Agreement. This Agreement is intended solely to address the Parties’ agreement as it pertains to the Work. The Parties agree and acknowledge that nothing contained herein creates any continuing rights or obligations of the Parties beyond the terms set forth in this Agreement. This Agreement is the entire agreement between the Parties and constitutes the final written expression of the Parties’ intent. This Agreement may not be waived or modified unless expressly agreed to in writing by both Parties.

6. Attorney’s Fees. In any dispute arising out of or related to this Agreement, (1) whether or not litigation is commenced, the non-breaching Party shall be entitled to recover costs and reasonable attorney’s fees incurred as a result of the breach, and (2) in the event litigation is commenced, the prevailing Party shall be entitled to recover costs and reasonable attorney’s fees incurred in such suit or action, including any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

7. Notices and Communications. Any correspondence relating to this Agreement, including any requests and payments for reimbursement, shall be directed to the Parties as designated below. Any legal notice required to be given hereunder by one Party to the other Party shall be sent by hand-delivery, by courier service, by registered or certified mail, return receipt requested, to the other Party’s address as hereafter set forth.

If to City: Riverdale City
Attn: Brandon Cooper
4600 So. Weber River Drive
Riverdale, Utah 84405

With copy to: Riverdale City Attorney
4600 So. Weber River Drive
Riverdale, Utah 84405

If to DWCCC: Davis and Weber Counties Canal Company
Attn: Rick Smith
138 West 1300 North
Sunset, Utah 84015
801.774.6373

8. Time of the Essence. Time is of the essence with respect to all aspects of this Agreement, and the Parties' respective obligations under this Agreement.

9. Binding Effect. Each and all of the terms and conditions contained herein shall be binding upon the Parties hereto and shall extend to, bind and inure to the benefit of their respective heirs, assigns, successors and personal representatives.

10. Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of each such Party's respective obligations under this Agreement to carry out the intent of the Parties hereto.

11. Waiver. The waiver by any Party hereto of the performance of any covenant, condition, or agreement, or of the time for performing any act under this Agreement, shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition, or agreement, or of the time for performing any other act required under this Agreement.

12. Amendment. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by all Parties hereto.

13. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable by a tribunal of competent jurisdiction, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

14. Applicable Law and Venue. This Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of Utah. Any action arising out of this Agreement shall be brought only in the courts in Weber County, Utah, and each Party hereby consents to the jurisdiction of such courts.

15. Counterparts. This Agreement may be executed electronically or in one or more counterparts, each of which, when so executed, shall be deemed to be an original and all such counterparts shall together constitute and be one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

CITY:

RIVERDALE CITY,
a public body, corporate and politic

By: _____
Stevin Brooks, City Administrator

ATTEST:

DWCCC:

DAVIS AND WEBER COUNTIES CANAL
COMPANY,
a Utah corporation

By: Richard D Smith
Name: Richard D Smith
Title: GM/Treasurer

EXHIBIT A
to
Reimbursement Agreement

Legal Description of the Property

The Property consists of the following Weber County Parcel Numbers, which are listed in the following table and depicted in the following image, taken from the Peacock Ridge Subdivision – PRUD, which was recorded on May 3, 2022, as Entry No. 3233643 at Book 92, Page 88 in the Official Records of the Weber County Recorder.

Parcel Number
096470001
096470002
096470003
096470004
096470005
096470006
096470007
096470008

EXHIBIT B
to
Reimbursement Agreement
Real Estate Purchase Agreement

SURVEYOR'S CERTIFICATE

I DAVID D STRONG DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NO. 5331568 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS MADE UNDER MY DIRECTION OF THE TRACT OF LAND SHOWN HEREON IN ACCORDANCE WITH SECTION 17-23-17. I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

SIGNED THIS ____ DAY OF _____, 2026.

SIGNATURE

BOUNDARY DESCRIPTION:

ALL OF PEACOCK RIDGE SUBDIVISION-PRUD, AS RECORDED AT THE WEBER COUNTY RECORDERS OFFICE AS ENTRY NO. 3233643 ON MAY 3, 2022, BEING DESCRIBED AS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, T.3N., R.1W., S.L.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION ON THE SOUTHWESTERLY BOUNDARY OF LOT 57 CRAIG-DALE SUBDIVISION, A PLAT RECORDED AT OFFICE OF THE WEBER COUNTY RECORDER POSITIONED RELATIVE TO THE CENTERLINE OF THE EXISTING STREET IMPROVEMENTS AS MEASURED ALONG 1200 WEST STREET, 5525 SOUTH STREET, AND 5600 SOUTH STREET, SAID POINT BEING LOCATED N.89°40'24"W. ALONG THE SECTION LINE 923.98 FEET AND SOUTH 98.63 FEET FROM THE SOUTHEAST CORNER OF SECTION 13, T5N, R2W, SLB&M AND RUNNING THENCE S.45°36'15"E. ALONG SAID SOUTHWESTERLY BOUNDARY OF SAID SUBDIVISION 430.27 FEET TO THE NORTHWEST CORNER OF LOT 3, CRAIG-DALE SUBDIVISION EXTENDED, THENCE SOUTHEASTERLY ALONG THE NORTHWESTERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING FIVE (5) COURSES: (1) S.45°36'15"E. 280.69 FEET TO A POINT ON A RADIAL LINE, (2) N.87°26'54"E. ALONG SAID RADIAL LINE 18.34 FEET TO THE SOUTH LINE OF 1200 WEST STREET, (3) SOUTHEASTERLY 88.00 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 100°50'28" (LONG CHORD BEARS S.52°58'20"E. 77.07 FEET TO A RADIAL LINE, (4) S.13°23'34"E. ALONG SAID RADIAL LINE 43.68 FEET TO SAID SOUTHWESTERLY LINE, (5) S.45°36'15"E. ALONG SAID SOUTHWESTERLY LINE 162.86 FEET TO THE SOUTHEASTERLY CORNER OF LOT 48 OF SAID CRAIG-DALE SUBDIVISION, SAID POINT COINCIDING WITH THE NORTHEASTERLY CORNER OF LOT 1 OF SAID CRAIG-DALE SUBDIVISION EXTENDED; THENCE S.00°34'45"W. ALONG THE EASTERLY BOUNDARY OF SAID CRAIG-DALE SUBDIVISION EXTENDED 169.52 FEET TO THE NORTHEASTLY BOUNDARY OF DAVIS AND WEBER COUNTIES CANAL COMPANY, SAID NORTHEASTERLY BOUNDARY HAVING BEEN CALCULATED 50 FEET PERPENDICULARLY OFFSET TO THE NORTHEAST FROM THE CENTERLINE OF SAID DAVIS AND WEBER COUNTIES CANAL DETERMINED FROM AERIAL IMAGERY OBTAINED FROM WEBER COUNTY POSITIONED RELATIVE TO SAID STREETS IN SAID CRAIG-DALE SUBDIVISION; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY BOUNDARY THE FOLLOWING TEN (10) COURSES: (1) NORTHWESTERLY 90.82 FEET ALONG THE ARC OF A 251.09 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°43'24" (CHORD BEARS 90.32 FEET N.66°26'44"W.); (2) N.56°05'01"W. 89.78 FEET; (3) NORTHWESTERLY 154.48 FEET ALONG THE ARC OF A 453.21 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°31'45" (CHORD BEARS 153.73 FEET N.46°19'09"W.); (4) NORTHWESTERLY 83.66 FEET ALONG THE ARC OF A 648.78 RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 7°23'19" (CHORD BEARS 83.61 FEET N.42°18'30"W.); (5) NORTHWESTERLY 125.04 FEET ALONG THE ARC OF A 1092.81 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 6°33'21" (CHORD BEARS 124.97 FEET N.42°43'29"W.); (6) N.39°26'48"W. 117.68 FEET; (7) NORTHWESTERLY 146.42 FEET ALONG THE ARC OF A 399.55 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 20°59'51" (CHORD BEARS 145.61 FEET N.49°56'44"W.); (8) NORTHWESTERLY 109.69 FEET ALONG THE ARC OF A 333.63 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°50'16" (CHORD BEARS 109.20 FEET N.49°00'44"W.); (9) N.39°35'36"W. 111.48 FEET; (10) N.39°20'13"W. 132.66 FEET; THENCE N.45°00'00"E. 145.77 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID CRAIG-DALE SUBDIVISION; AND THENCE S.35°22'45"E. 30.46 FEET TO THE POINT OF BEGINNING.

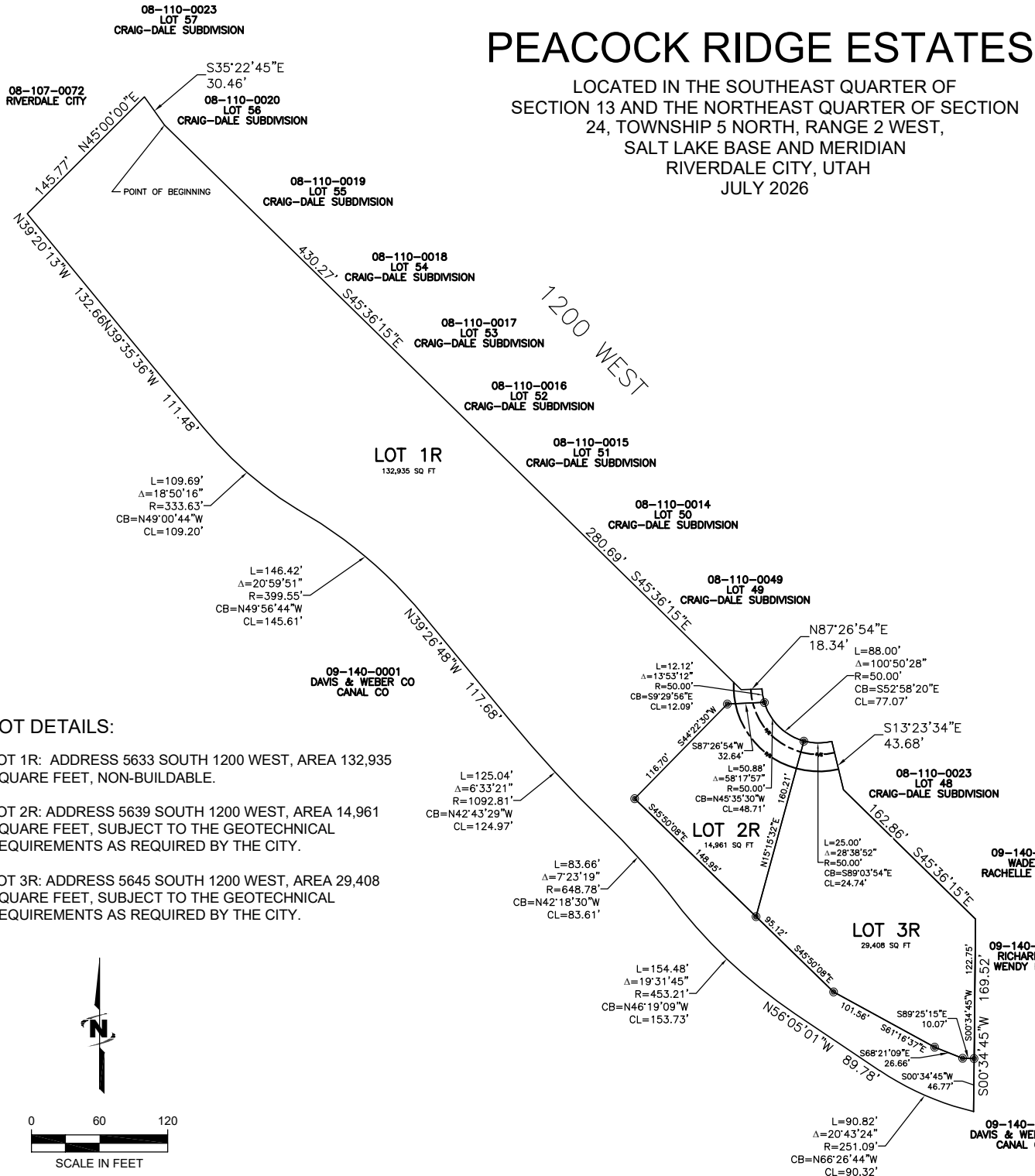
DESCRIBED PARCEL OF LAND CONTAINS 177,304 SQUARE FEET IN AREA, MORE OR LESS.

NOTES:

BASIS OF BEARING IS N.00°48'01"E. 2661.56 FEET FROM THE MONUMENT AT THE SOUTHEAST CORNER OF SECTION 13 TO THE MONUMENT AT THE EAST QUARTER CORNER OF SECTION 13.

LEGEND:

- SET 5/8 X 24" REBAR AND J-U-B ENGINEERS INC CAP
- SET NAIL
- SECTION AND QUARTER CORNERS
- 10 FOOT PUBLIC UTILITY EASEMENT



LOT DETAILS:

LOT 1R: ADDRESS 5633 SOUTH 1200 WEST, AREA 132,935 SQUARE FEET, NON-BUILDABLE.

LOT 2R: ADDRESS 5639 SOUTH 1200 WEST, AREA 14,961 SQUARE FEET, SUBJECT TO THE GEOTECHNICAL REQUIREMENTS AS REQUIRED BY THE CITY.

LOT 3R: ADDRESS 5645 SOUTH 1200 WEST, AREA 29,408 SQUARE FEET, SUBJECT TO THE GEOTECHNICAL REQUIREMENTS AS REQUIRED BY THE CITY.

PEACOCK RIDGE ESTATES

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN RIVERDALE CITY, UTAH JULY 2026

OWNER'S CERTIFICATE OF DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AS SHOWN ON THIS PLAT, AND NAME SAID TRACT PEACOCK RIDGE ESTATES, DO HEREBY DEDICATE, GRANT, AND CONVEY TO RIVERDALE CITY ALL EASEMENTS AS SHOWN ON THIS PLAT AS PUBLIC UTILITY AND DRAINAGE EASEMENTS, THE SAME TO BE USED FOR INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY RIVERDALE CITY.

SIGNED THIS ____ DAY OF _____, 2026. BY:

RIVERDALE CITY TITLE
PRINTED NAME

ACKNOWLEDGMENT

IN WITNESS WHEREOF, SAID _____ HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS PROPER OFFICERS THEREUNTO DULY AUTHORIZED, THIS ____ DAY OF _____, A.D. 20 ____.

STATE OF UTAH)
COUNTY OF) SS. BY

ON THE DATE FIRST ABOVE WRITTEN PERSONALLY APPEARED BEFORE ME, _____ WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE _____ OF RIVERDALE CITY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID MUNICIPAL CORPORATION BY AUTHORITY OF A RESOLUTION ADOPTED AT A REGULAR MEETING OF THE _____ HELD ON THE ____ OF _____, A.D. 20 ____, AND SAID _____ ACKNOWLEDGED TO ME THAT SAID MUNICIPAL CORPORATION EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL STAMP THE DATE IN THIS CERTIFICATE FIRST ABOVE WRITTEN:

NOTARY PUBLIC

PREPARED BY



JUB ENGINEERS, INC.
488 North 800 West
Kaysville, Utah 84037
Phone (801) 547-0353

PROJECT #55-23-142-006
MARCH 2026

DEVELOPER
RIVERDALE CITY
RIVERDALE, UT 84405

WEBER COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED _____
20 ____, AT _____ IN BOOK _____
PAGE _____ OF OFFICIAL RECORDS.

RECORDED FOR

COUNTY RECORDER

COMMUNITY DEVELOPER DIRECTOR

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, THE DEDICATION OF STREETS AND OTHER PUBLIC WAYS AND FINANCIAL GUARANTEE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION, THEREON ARE HEREBY APPROVED AND ACCEPTED BY THE COMMUNITY DEVELOPER DIRECTOR OF RIVERDALE CITY, UTAH

THIS ____ DAY OF _____, 2026.

COMMUNITY DEVELOPER DIRECTOR

RIVERDALE CITY ENGINEER

I HEREBY CERTIFY THAT THE OFFICE OF THE CITY ENGINEER HAS EXAMINED THE FOREGOING PLAT AND IN OUR OPINION THE INFORMATION CONVEYED HEREWITH COMPLIES WITH THE PUBLIC STANDARDS AND SPECIFICATIONS OF RIVERDALE CITY.

SIGNED THIS ____ DAY OF _____, 2026.

RIVERDALE CITY ENGINEER

RIVERDALE CITY ATTORNEY

APPROVED BY THE RIVERDALE CITY ATTORNEY ON

THE ____ DAY OF _____, 2026.

RIVERDALE CITY ATTORNEY

CITY COUNCIL APPROVAL

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE RIVERDALE CITY COUNCIL ON THE ____ DAY OF _____, 2026.

MAYOR

RECORDER

YOU'RE INVITED

to a 4-City Training Event

NIMS 402

FOR ELECTED OFFICIALS

★ SUPPORTING ROLES AS ELECTED OFFICIALS ★

Washington Terrace City is pleased to host a valuable opportunity for elected officials from our four partner cities to participate in **NIMS 402: Supporting Roles as Elected Officials**.

This course is designed to enhance your understanding of your role in supporting emergency management and ensuring our communities are prepared, resilient, and able to respond effectively during major incidents.



DATE:

Tuesday, September 29, 2026



TIME:

5:00 PM – 9:00 PM



LOCATION:

Washington Terrace Senior Center
4601 South 300 West
Washington Terrace, UT 84405



DINNER:

A light dinner will be served.



RSVP:

Please RSVP to your City Manager or Mayor by **September 22, 2026**.

NIMS 402 PROGRAM STRUCTURE

The program structure fulfills its intent by ensuring senior officials can:

- 1 Define NIMS tenets** and understand basic Incident Command System (ICS) management principles.
- 2 Differentiate responsibilities** between tactical, on-incident ICS personnel and executive-level policy makers.
- 3 Understand emergency facilities**, including the purpose of Emergency Operations Centers (EOCs).
- 4 GrCompass interconnectivity** between the four primary FEMA Command and Coordination entities: the Incident Command System (ICS), Emergency Operations Centers (EOCs), Multiagency Coordination (MAC) Groups, and the Joint Information System (JIS).
- 5 Execute preparedness duties** to properly support community safety, regulatory compliance, and fiscal management during major crises.

We look forward to your attendance!



Stronger Together. Better Together.