



**RIVERDALE CITY COUNCIL AGENDA
CIVIC CENTER - 4600 S. WEBER RIVER DR.
TUESDAY – JULY 6, 2021**

5:30 p.m. – Work Session

No motions or decisions will be considered during this session, which is open to the public.

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

A. Welcome & Roll Call

B. Pledge of Allegiance

C. Moment of Silence

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. [Presentation of Staffing Authorization Plan for Fiscal Year 2022 and quarterly employee recognition – Stacey Comeau](#)
3. Community Development Status Report – *Mike Eggett*

F. Consent Items

1. Consideration to approve meeting minutes from:
June 15, 2021 Council Work Session
June 15, 2021 Council Meeting
2. Consideration to appoint Michelle Marigoni as City Recorder

G. Action Items

1. [Motion to approve a resolution amending Personnel Policies Handbook for policies 6-7 Conflict of Interest, 6-8 Reporting Fraud or Abuse, 6-9 Cash Receipting and Deposits, 9-12 Paid Holidays, 9-19 Work From Home \(Telecommuting\), 15-2 Communicable Diseases.](#)
Stacey Comeau, Human Resources Manager
2. [Motion to approve a new liquor license for Dadong Ye, owner of Boat Haus Cajun Restaurant.](#)
Michelle Marigoni, City Recorder
3. [Consideration of Resolution 2021-21 to award bid to Paradise Contractors Inc. for fire station kitchen remodel.](#)
Jared Sholly, Fire Chief
4. [Consideration of Resolution 2021-20 to approve an extension of an agreement with Stauffer's Towing for non-consent vehicle towing services within Riverdale City.](#)
Scott Brenkman, Police Chief
5. Discussion regarding water restrictions.

6. Discussion regarding fireworks.
7. Discussion regarding sale of property on Ritter Drive.
Bill Cobabe, City Administrator

I. Discretionary Items

J. Adjournment

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

Certificate of Posting

The undersigned, acting City Recorder, does hereby certify that the above notice and agenda was posted within the Riverdale City limits on this 2nd day of July 2021 at the following locations: 1) Riverdale City Hall Noticing Board 2) the City website at <http://www.riverdalecity.com/> 3) the Public Notice Website: <http://www.utah.gov/pmn/index.html> and 4) A copy was also provided to the Standard-Examiner.

Michelle Marigoni
Riverdale City Recorder

****The City Council meeting on July 6, 2021 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 with recommended social distancing followed. The Agenda for the meeting is also attached above. ****

https://www.youtube.com/channel/UCegcYe-pIXSRZGd5llencvA/videos?view_as=subscriber

**RIVERDALE CITY
PLANNING COMMISSION AGENDA
July 6, 2021**

AGENDA ITEM: E2

SUBJECT: Presentation of Staffing Authorization Plan for Fiscal Year 2022
and quarterly employee recognition

PRESENTER: Stacey Comeau, Human Resources Manager

INFORMATION:

- a. [Staffing Authorization Plan FY 2022](#)
- b. [Employee Recognition](#)

[BACK TO AGENDA](#)



Riverdale
City

Staffing Authorization Plan

As of December 31, 2005		
<i>Department</i>	<i>FTE Authorization</i>	<i>FTE Actual</i>
City Administration	3.00	3.00
Legal Services	5.50	5.50
Community Development	3.50	3.50
Bus Admin - Civic Center	5.75	5.50
Bus Admin - Comm Services	10.00	6.75
Public Works	12.00	11.00
Police	26.00	26.00
Fire	11.50	12.75
Total	77.25	74.00

As of June 30, 2021		
<i>Department</i>	<i>FTE Authorization</i>	<i>FTE Actual</i>
City Administration	2.00	2.00
Legal Services	4.50	4.50
Community Development	3.00	3.00
Business Administration	6.25	6.25
Community Services	9.00	8.25
Public Works	11.00	11.00
Police	22.75	22.75
Fire	15.50	13.00
Total	74.00	70.75

Staffing Reconciliation - Authorized to Actual		
<i>Department</i>	<i>FTE Variance</i>	<i>Explanation</i>
City Admin	0.00	
Legal Services	0.00	
Community Development	0.00	
Community Services	(0.75)	
Business Administration	0.00	
Public Works	0.00	
Police	0.00	
Fire	(2.50)	PT Firefighters unfilled
Totals	(3.25)	Staffing <u>under</u> authorization

Actual Full Time Employees	57.00
Actual Part Time Employees	45.00
Seasonal Employees	0.00

Riverdale City Staffing Authorization Plan

Department: Elected - Mayor & Council

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>Election</u>	<u>Term of Office</u>	<u>Authorized</u>	<u>Actual</u>
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Mayor

Norman Searle



2013

2018-2021

1.00

1.00

Councilor / Mayor Pro Tem

Braden Mitchell



2015

2020-2023

1.00

1.00

Councilor

Brent Ellis

2013

2018-2021

4.00

1.00

Alan Arnold

2015

2020-2023

1.00

Steve Hilton

2020

2020-2023

1.00

Bart Stevens

2017

2018-2021

1.00



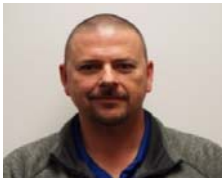
Total

6.00

6.00

Riverdale City Staffing Authorization Plan

Department: Planning Commission

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOA-City</u>	<u>Term Apptm't</u>	<u>Authorized</u>	<u>Actual</u>
	Open				
	Chairman			1.00	
	Amy Spiers	07/2018	01/2025		1.00
					
	Vice Chairman			1.00	
	Robert Wingfield	01/2016	01/2024		1.00
					
	Commissioner			5.00	
	Suzette DeMar	02/2020	01/2024		1.00
	Blair Jones	01/2016	01/2024		1.00
	Rikard Hermann	12/2018	01/2025		1.00
	Wanda Ney	02/2019	01/2023		1.00
	Kent Anderson	04/2020	01/2024		1.00
					
	Total			7.00	7.00

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Riverdale City Staffing Authorization Plan

Department: City Administration

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOH-City</u>	<u>DOH-Position</u>	<u>FTE Authorized</u>	<u>FTE Actual</u>
130/140	City Recorder Michelle Marigoni	6/17/2021	6/17/2021	1.00	1.00
					
125	City Administrator Bill Cobabe	11/9/2020	11/9/2020	1.00	1.00
					
	Total			2.00	2.00

Riverdale City Staffing Authorization Plan

Department: Legal Services

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOH-City</u>	<u>DOH-Position</u>	<u>FTE Authorized</u>	<u>FTE Actual</u>
1042	Court Clerk III Earlene Lee	11/29/1999	5/1/2005	1.00	1.00
					
1045	Court Outreach Coord. Joan Dailey	11/28/2005	11/28/2005	1.00	1.00
					
1040	Court Clerk II Francisca Olson	10/1/2018	10/1/2018	0.50	0.50
					
1070	Prosec. Attorney Teral Tree	1/30/2017	1/30/2017	0.50	0.25
	Letitia Toombs	1/30/2017	1/30/2017		0.25
					
					
XXX	Justice Court Judge Paul Olds	1/22/2020	1/22/2020	0.50	0.50
					
1025	City Attorney / Dept Head Steve Brooks	11/1/2004	11/1/2004	1.00	1.00
					
	Total			4.50	4.50

Riverdale City Staffing Authorization Plan

Department: Community Development

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOH-City</u>	<u>DOH-Position</u>	<u>FTE Authorized</u>	<u>FTE Actual</u>
325/310	Building Official Jeff Woody	6/22/1992	6/1/2005	1.00	1.00
					
1710/330	Fire Insp./Code Enf. Randy Koger	7/9/1990	1/1/2012	1.00	1.00
					
345/380	Comm Dev Dir Michael Eggett	4/16/2013	4/16/2013	1.00	1.00
					
Total				3.00	3.00

Riverdale City Staffing Authorization Plan

Department: Business Administration - Civic Center Division

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOH-City</u>	<u>DOH-Position</u>	<u>FTE Authorized</u>	<u>FTE Actual</u>
600	PT Custodian			0.75	
	Neil Amidan	8/1/2013	8/1/2013		0.25
	Steve Hodges	7/6/2015	7/6/2015		0.25
	Brenda Green	10/5/2018	10/5/2018		0.25
					
760	Civic Center Service Clerk			1.00	
	Raelyn Boman	9/3/2013	4/6/2015		0.50
	Cami Jacobsen	9/5/2017	9/5/2017		0.50
					
720/200	Acctg. Clerk			0.50	
	Laurie Greenhalgh	5/16/2019	5/16/2019		0.50
					
730	Utility Billing Clerk			1.00	
	Angie Pierce	4/18/2016	4/18/2016		1.00
					
610	Fac. Custodial Coordinator/ Pub Comm Spec			1.00	
	Chris Stone	12/1/1992	12/1/1992		1.00
					
195/145	HR Manager/Treasurer			1.00	
	Stacey Comeau	1/31/2005	1/31/2005		1.00
					



165/780

Business Administrator
Cody Cardon

1/8/2019

1/8/2019

1.00

1.00



Total

6.25

6.25

Riverdale City Staffing Authorization Plan

Department: Business Administration - Community Services Division

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOH-City</u>	<u>DOH-Position</u>	<u>FTE Authorized</u>	<u>FTE Actual</u>
XXX	Rec Assistant			2.75	
	Ashlyn Bardwell	6/10/2021	6/10/2021		0.25
	Jake Henstra	6/10/2021	6/10/2021		0.25
	Dallin Woodbury	6/10/2021	6/10/2021		0.25
	Kyler Martindale	12/10/2019	12/10/2019		0.25
	Gavin Travis	12/30/2020	12/30/2020		0.25
	Carrigan Sanders	12/30/2020	12/30/2020		0.25
	Jerzi Dixon	6/16/2021	6/16/2021		0.25
	Keilee Gifford	6/18/2021	6/18/2021		0.25
	Charlie Shaffer	6/18/2021	6/18/2021		0.25
	Andrew Peterson	6/18/2021	6/18/2021		0.25
	Open				0.00



XXX	Group Fitness Instructor			0.50	
	Sherilyn Taylor-Brown	7/27/2017	7/27/2017		0.25
	Dione Silva	1/22/2020	1/22/2020		0.25



1266	Comm Services Cust Service Clerk			2.00	
	Karen Dille	9/13/1999	9/13/1999		0.50
	Colleen Winget	9/16/2003	9/16/2003		0.33
	Betty Wilson	9/2/2014	9/2/2014		0.33
	Amy Wright	4/10/2015	4/10/2015		0.33
	Baylee Cascaddan	8/31/2015	8/15/2017		0.33



1270

Rec Specialist

Samuel Smith
Elisa Anger

9/14/2015
6/17/2016

9/14/2015
8/1/2017

0.50

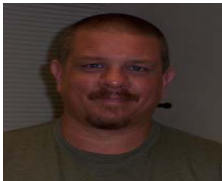
0.25
0.25



XXX	Sr. Center Worker RDA Open			0.50	0.00
1570	Sr. Center Cook Stephanie Olpin	1/13/2021	4/16/2021	0.50	0.50
					
1424	Sr. Center Kitchen Aide Amy Crossley	6/1/2021	6/1/2021	0.25	0.25
					
225	Seniors Program Specialist Miranda Rizzi	3/20/2014	7/1/2017	1.00	1.00
					
340	Comm Services Director Rich Taylor	6/30/2014	6/30/2014	1.00	1.00
					
	Rounding				0.18
	Total			9.00	8.25

Riverdale City Staffing Authorization Plan

Department: Public Works

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOH-City</u>	<u>DOH-Position</u>	<u>FTE Authorized</u>	<u>FTE Actual</u>
1230	Park Mtnc Specialist I Kaleb Kasper	5/3/2021	5/3/2021	1.00	1.00
					
1235	Park Mtnc Specialist II			0.00	0.00
1240	Park Mtnc Specialist III Matthew Guymon John Flynn	9/1/2017 10/2/2018	1/16/2018 10/2/2018	2.00	1.00 1.00
					
2034	Assistant Public Works Director Norm Farrell	8/17/1998	12/20/2004	1.00	1.00
					
1900	Crew Leader Travis Gibson Bart Poll	5/2/2011 8/24/1998	5/2/2011 7/1/2004	2.00	1.00 1.00
					
2105	Utility Mtnc Operator I Gage Bennett	3/2/2020	3/2/2020	1.00	1.00
					

2110	Utility Mtnc Operator II Dallas Nalder	3/2/2020	3/2/2020	1.00	1.00
					
2115	Utility Mtnc Operator III			0.00	
2115/2030	PW Inspector/Operator III Travis Dahle	7/18/2017	7/18/2017	1.00	1.00
					
2105/2000	Utility Mtnc Operator I/Equipment Mtnc Spec Abraham Torres	5/9/2006	3/15/2016	1.00	1.00
					
2025	PW Director Shawn Douglas	5/20/1991	10/16/2011	1.00	1.00
					
Total				11.00	11.00

Riverdale City Staffing Authorization Plan

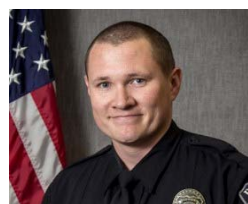
Department: Police

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOH-City</u>	<u>DOH-Position</u>	<u>FTE Authorized</u>	<u>FTE Actual</u>
XXX	School Crossing Guard			0.75	
	Kathy Doxey	8/10/2015	8/10/2015		0.25
	Tamara Jones	8/22/2007	8/22/2007		0.25
	Heidi Jeppsen	7/27/2017	8/1/2019		0.25
					
					
					
1510	Animal Control			1.00	
	Kimberlee Winn	5/31/2020	5/31/2020		1.00
					
2335	Patrol Secretary/Receptionist			1.00	
	Camille Tesch	3/8/2004	3/8/2004		1.00
					
2310	Administrative Executive Assistant			1.00	
	Shalee Nay	7/1/2019	6/1/2021		1.00
					
1750	PT Police Officer I			0.00	0.00
1750	Pol Officer I			0.00	0.00

1755	Pol Officer II			2.00	
	Jacob Stanger	6/30/2018	6/30/2018		1.00
	Christopher Howell	10/26/2020	10/26/2020		1.00



1760	Pol Officer III			11.00	
	Lynn Wright	7/1/2003	2/16/2004		1.00
	Joey Clark	12/6/2004	1/1/2005		1.00
	Jamie Boots	11/16/2016	11/16/2016		1.00
	Juan Torres	8/31/2016	8/31/2016		1.00
	Tyrel Dalton	3/1/2018	3/1/2018		1.00
	Gerardo Vazquez	4/30/2018	4/30/2018		1.00
	Matthew Phillips	6/16/2016	6/16/2016		1.00
	Ryne Schofield	7/16/2016	7/16/2016		1.00
	Robert Lovato	6/30/2016	6/30/2016		1.00
	Luigi Panunzio	5/26/2016	5/26/2016		1.00
	Jeffrey Dingman	3/21/2020	3/21/2020		1.00



1765	Pol Sgt			4.00	
	Michael McNeely	2/16/2018	3/1/2020		1.00
	Derek Engstrom	11/16/2010	7/1/2015		1.00
	Joel Pippin	2/16/2004	7/1/2016		1.00
	Brandon Peterson	7/12/2002	7/16/2016		1.00



1745	Police Lt. Casey Warren	4/16/2004	7/1/2015	1.00	1.00
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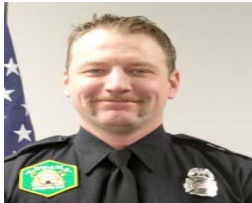
1740	Police Chief Scott Brenkman	4/14/1999	7/1/2016	1.00	1.00
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Total				22.75	22.75
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Riverdale City Staffing Authorization Plan

Department: Fire

<u>Job Code</u>	<u>Job Title / Incumbent</u>	<u>DOH-City</u>	<u>DOH-Position</u>	<u>FTE Authorized</u>	<u>FTE Actual</u>
XXX	PT Firefighter			5.00	
	Open				0.00
	Michael Payne	7/29/2014	7/29/2014		0.25
	Mitchel Preator	5/1/2017	5/1/2017		0.25
	Jordan Cubbedge	7/29/2014	7/29/2014		0.25
					
	Lance Beech	5/10/2017	5/10/2017		0.25
	Open				0.00
	Maximilian Higley	7/2/2018	7/2/2018		0.25
	Shane Erisoty	7/19/2018	7/19/2018		0.25
					
	Oscar Huerta	7/23/2019	7/23/2019		0.25
	Shawn Stanger	8/21/2019	8/21/2019		0.25
	Open				0.00
	Marcus Garcia	11/20/2019	11/20/2019		0.25
					
	Tyler Reece	3/31/2020	3/31/2020		0.25
	Open				0.00
	Open				0.00
	Open				0.00



Open
Open
Open
Open

0.00
0.00
0.00
0.00



2335

Fire Admin Secretary
Krystn Hinojosa

10/18/2004

10/18/2004

0.50

0.50



1695

FT Firefighter/EMT

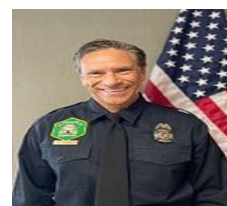
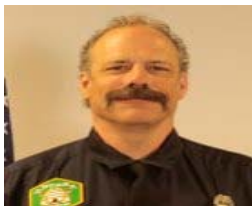
6.00

Paul Flaig
Dean Gallegos
Scott Call
Steven Whetton
JR VanDyke
Cameron Cessna

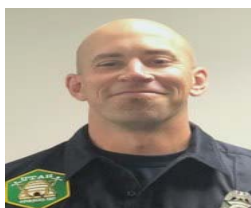
4/4/1983
8/21/1995
7/10/2019
7/29/2014
7/28/2017
6/27/2019

6/16/2011
8/21/1995
7/10/2019
8/31/2016
7/28/2017
7/19/2019

1.00
1.00
1.00
1.00
1.00
1.00



1675	Fire Captain			3.00	
	Matthew Hennessy	12/5/2005	2/1/2012		1.00
	Nathan Tracy	11/6/2012	8/1/2018		1.00
	Garrett Henry	9/21/2018	3/1/2019		1.00



1680	Fire Chief			1.00	
	Jared Sholly	10/21/2015	10/21/2015		1.00



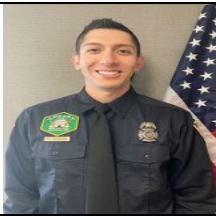
	Rounding			0.00	0.00
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	Total			15.50	13.00
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Employee Recognition – July 2021 Anniversaries

Years	Employee	Department
31		Randy Koger Community Development
19		Brandon Peterson Police
18		Lynn Wright Police
7		Jordan Cubbedge Fire
7		Michael Payne Fire
7		Steven Whetton Fire
6		Steve Hodges Business Administration
4		Ryne Schofield Police

4		Travis Dahle	Public Works
4		Sherri Taylor-Brown	Community Services
4		Heidi Jepps	Police
4		JR VanDyke	Fire
3		Maxmilian Higley	Fire
3		Shane Erisoty	Fire
2		Shalee Nay	Police
2		Scott Call	Fire

2		Oscar Huerta	Fire
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**RIVERDALE CITY
PLANNING COMMISSION AGENDA
July 6, 2021**

AGENDA ITEM: G1

SUBJECT: Motion to approve a resolution amending Personnel Policies Handbook for policies 6-7 Conflict of Interest, 6-8 Reporting Fraud or Abuse, 6-9 Cash Receipting and Deposits, 9-12 Paid Holidays, 9-19 Work From Home (Telecommuting), 15-2 Communicable Diseases.

PRESENTER: Stacey Comeau, Human Resources Manager

INFORMATION:

- a. [Exec Summary](#)
- b. [Resolution 2021-20](#)
- c. [Policy 6-7 Conflict of Interest, Disclosure Form](#)
- d. [Policy 6-8 Reporting Fraud or Abuse](#)
- e. [Policy 6-9 Cash Receipting and Deposits](#)
- f. [Policy 9-12 Paid Holidays](#)
- g. [Policy 9-19 Work from Home \(Telecommuting\), Policy Acknowledgement](#)
- h. [Policy 15-2 Communicable Diseases](#)

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City Council Executive Summary

For the Council meeting on:
July 6, 2021

Petitioner:
Stacey Comeau – HR Manager

Summary of Proposed Action

Motion to approve a resolution amending Personnel Policies Handbook for policies 6-7 Conflict of Interest, 6-8 Reporting Fraud or Abuse, 6-9 Cash Receipting and Deposits, 9-12 Paid Holidays, 9-19 Work From Home (Telecommuting), 15-2 Communicable Diseases.

Summary of Supporting Facts & Options

- Adding policies 6-7 Conflict of Interest, 6-8 Reporting Fraud or Abuse, and 6-9 Cash Receipting and Deposits in order to meet the Fraud Risk Assessment requirements of the Utah State Auditors Office.
- Amending policy 9-12 Paid Holidays to recognize Juneteenth and the end of slavery in the United States.
- Adding policy 9-19 Work From Home (Telecommuting) in response to Covid-19 and as viable, flexible work option for some employees.
- Amending policy 15-2 to add SARS-CoV-2 (coronavirus) as a communicable disease.

Legal Comments – City Attorney

Steve Brooks, Attorney

Fiscal Comments – Business Administrator/Budget Officer

Cody Cardon,
Business Administrator

Administrative Comments – City Administrator

Bill Cobabe,
City Administrator



RESOLUTION NO. 2021-20

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

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

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Riverdale that the amendment to the Riverdale City Personnel Policies Handbook as set forth in the attached Exhibit A (6-7 Conflict of Interest, 6-8 Reporting Fraud or Abuse, 6-9 Cash Receipting and Deposits, 9-12 Paid Holidays, 9-19 Work From Home (Telecommuting), 15-2 Communicable Diseases), are hereby adopted and the Policy Handbook shall be amended with these changes incorporated therein and now read as outlined in said Exhibit A, as an amendment to the policy.

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

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

PASSED AND ADOPTED this _____ day of July, 2021

Norm Searle, Mayor

Attest:

Michelle Marigoni, City Recorder

6-7 Conflict of Interest

Purpose

All city employees, officials, and appointees individually commit themselves in their official capacity to ethical, businesslike, and lawful conduct, including appropriate use of their authority and decorum at all times. Employees, officials, and appointees must avoid even the appearance of impropriety to ensure and maintain public confidence in the city. Employees, officials and appointees owe a fiduciary duty to the city and must not act in a manner that is contrary to that duty or to the interests of the city. Employees, officials, and appointees must place the interests of the city over their own personal interests with respect to the governance, policy, strategic direction and operations of the city.

Policy

It is the intent of the governing body to meet and exceed those protections against conflicts of interest contained in State law and or Riverdale City Council Rules and Procedures. Under this policy, a conflict of interest arises when an employee, official, or appointee has a personal interest in a matter that is or may be in conflict with or contrary to the city's interests and objectives to such an extent that the employee, official, or appointee is or may not be able to exercise independent and objective judgment within the context of the best interest of the city. For the purposes of this policy, an employee's, official's, or appointee's "personal interest" includes those of his or her relatives, business associates or other persons or organizations with whom he or she is closely associated.

1. The following provisions shall serve as a guide to employees, officials, and appointees with respect to the affairs of the city:
 - a. Riverdale City employees, officials, and appointees shall not receive, accept, take or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person or entity if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action, or judgment, or be considered as part of a reward for action or inaction. Employees, officials, and appointees are required to submit a report to the governing body of the actual or estimated value of any gifts or casual entertainment received as an employee, official, or appointee that exceeds \$50.00.
 - b. The complete confidentiality of proprietary business information must be respected at all times. Employees, officials, and appointees are prohibited from knowingly disclosing such information, or in any way using such information for personal gain or advancement, or to the detriment of the city, or to individually conduct negotiations or make contacts or inquiries on behalf of the city unless officially designated by the governing body.
 - c. Employees, officials, and appointees are prohibited from acquiring or having a financial interest in any property that the city acquires, or a direct or indirect financial interest in a supplier, contractor, consultant, or other entity with which the city does business. This does not prohibit the ownership of securities in any publicly owned company except where such ownership places the employee in a position to materially influence or affect the business relationship between the city and such publicly owned company. Any other interest in or relationship with an outside organization or individual having business dealings with the city is prohibited if this

interest or relationship might tend to benefit/impair the ability of the employee, official or appointee to be independent and objective in his or her service to the city.

- d. If members of the immediate family of an employee, official, or appointee have a financial interest as specified above, such interest shall be fully disclosed to the governing body which shall decide if such interest should prevent the city from entering into a particular transaction, purchase, or engagement of services. The term “immediate family” means employee’s, official’s, and appointee’s spouse, parent, children, and other relatives as defined in Utah State Code.
- e. When a conflict of interest exists, the employee, official, or appointee shall publicly declare the nature of the conflict and may recuse him or herself on any official action involving the conflict.
- f. Employees, officials, and appointees may not realize, seek, or acquire a personal interest in a business that does business with the city.
- g. Employees, officials, and appointees shall complete a Conflict of Interest Disclosure Form annually by the end of January. Completed Forms shall be submitted to the City Recorder and made available to the public upon request.
- h. The City Recorder shall provide copies of all completed Forms to the Mayor at the end of January each year.
- i. The Mayor shall review all completed forms and consider the disclosures. The Mayor should make changes to assignments, duties, or contracts deemed appropriate to eliminate or mitigate conflicts of interest within the city.



Annual Conflict of Interest Disclosure Form

The following disclosures are required to be made annually by all employees, officials, and appointees of Riverdale City pursuant to Utah Code Annotated 17-16a-6, 7, and 8. If additional space is needed, please use a separate sheet of paper. Per statute, the information provided shall be kept on file with the City Recorder and may be subject to disclosure to the public.

I, _____ am a municipal/appointed/elected employee, officer, or appointee of Riverdale City

- 1) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which are subject to the regulation of Riverdale City, and within such business entities, I hold the following positions:

Business Entity Name:

Position within Business Entity:

Ownership of a substantial interest is defined in U.C.A. 17-16a-3(8) as an interest of 10% or more of the shares of a corporation, or a 10% or more ownership interest in other entities, legally or equitably held or owned by the officer, the officer's spouse, or the officer's children.

*Note: There is no case law or statutory guidance as to what constitutes a business entity "subject to regulation of the City." A business which is simply issued a business license by the City may or may not be deemed by a court, administrative agency, an auditor, or member of the public to be an entity regulated by the City. Businesses regulated by interlocal agencies of which the City is a member may or may not be deemed to be a business regulated by the City (i.e., a restaurant subject to regulations imposed by an interlocal agency).

A business entity which requires a conditional use permit to operate may more likely be deemed to be a business entity regulated by the City than a business that simply receives a business license from the City.

- 2) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which do business with or anticipate doing business with Riverdale City:

Business Entity Name:

Position within Business Entity:

Please note that pursuant to U.C.A. §17-16a-7, an employee/official/apointee must disclose his or her interest or involvement in such an entity immediately prior to any discussion in an open and public meeting pertaining to business that the City may do with any such entity, regardless of whether a disclosure of interest or involvement in the business was made in this document.

- 3) The following personal interests or investments of mine create a potential or actual conflict between my personal interest and my public duties:

* * * OPTIONAL DISCLOSURES * * *

- 4) The following disclosures of other business interests, investments, and other matters are not required to be made by law, but are made with the intent to more fully disclose other interests that may be deemed relevant to the administration of public duties, or in furtherance of my intent to provide a more complete disclosure of my economic or personal activities, or for other reasons:

DATED THIS _____ DAY OF _____ [year]

By: _____

Title/Office: _____

6-8 Reporting Fraud or Abuse

Definition

"Improper governmental action" means any action by a City employee, official or appointee:

- 1) That is undertaken in the performance of the employee's official duties, whether or not the action is within the scope of the employee's employment; and
- 2) That is in violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety or is a gross waste of public funds.

Reporting Fraud or Abuse

Employees who become aware of improper governmental actions should raise the issue first with their department head. If requested by the department head, the employee shall submit a written report to the department head, or to some person designated by the department head, stating in detail the basis for the employee's belief that an improper governmental action has occurred. Where the employee reasonably believes the improper governmental action involves his or her department head, the employee may raise the issue directly with the city administrator or such other person as may be designated by the city administrator to receive reports of improper governmental action. The City also maintains a hotline which the public and employees can anonymously report concerns about improper behavior of the city's officers or employees or concerning practices of the city, at 801-436-1213.

In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate department with responsibility for investigating the improper action.

The department head/city administrator/city administrator's designee shall take prompt action to assist Riverdale City in properly investigating the report of improper governmental action. Riverdale City officials and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing. After an investigation has been completed, the employee reporting the improper governmental action shall be advised of a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

Riverdale City employees may report information about improper governmental action directly to the governing body if the employee reasonably believes that an adequate investigation was not undertaken to determine whether an improper governmental action occurred, or that insufficient action has been taken to address the improper governmental action or that for other reasons the improper governmental action is likely to recur.

Riverdale City employees who fail to make a good-faith attempt to follow procedures in reporting improper governmental action shall not receive the protections provided by Riverdale City in these procedures.

Complaints, Investigations, Review and Enforcement

- A. Any person may file a complaint alleging a violation of this policy.

- B. The complaint shall be in writing and shall, except as described in section C below, be signed by the complainant. The written complaint should state the nature of the alleged violation(s), the date(s), time and place of each occurrence, and name of the person(s) charged with the violation(s). The complaint shall be filed with the city administrator who shall provide a copy to the person charged with a violation. The complainant shall provide the city administrator with all available documentation or other evidence to demonstrate a reason for believing that a violation has occurred.
- C. This policy is intended to protect employees who choose to come forward in good faith with complaints about governmental actions and conduct of Riverdale City employees. Anonymous complaints have the potential to subject the person who is the subject of the complaint to an investigation that may, at the least, cause stress and embarrassment, and may, at most, result in discipline or termination of employment. Riverdale City is reluctant to begin an investigation based on an anonymous complaint due to the fact that evidence will be difficult to obtain and verify, and it will be impossible to assess the complainant's credibility. Complainants and whistleblowers have protection from retaliation under Riverdale City policy. A thorough investigation of complaints is Riverdale City's goal. It may not be possible to conduct a thorough investigation when a complainant remains anonymous. Therefore, Riverdale City reserves the right to decline to investigate any complaint that is provided anonymously.

If a complaint is received anonymously, it shall be directed to the city's outside auditor for a recommendation on the processing of the complaint. Upon review of the complaint, the outside auditor will recommend either that the complaint has no merit or that it should be investigated. Such a recommendation will be made within ten (10) days of receipt of the complaint, if possible. Upon receipt of the outside auditor's recommendation the city administrator shall make the final determination on whether or not to continue the investigation, end the investigation, or refer the matter to an outside entity.

- D. Within thirty (30) days after receipt of a complaint, the department head or another person appointed by the department head shall conduct a preliminary investigation. If the department head or a member of the governing body are implicated in the complaint, the city administrator will determine an independent person who will conduct the investigation. Criminal allegations will be referred to the proper law enforcement agency.
- E. If the department head determines, after preliminary investigation, that there are no reasonable grounds to believe that a violation has occurred, the department head shall advise the city administrator to dismiss the complaint. If the city administrator does dismiss the complaint, he/she shall do so in writing, setting forth the facts and provisions of law upon which the dismissal is based, and shall provide a copy of the written dismissal to the complainant, to the person charged with the violation and to the governing body.

Whistleblower Protection

Utah Code § 67-21-3 prohibits public employers from taking adverse action against their employees for reporting in good faith government waste or violations of law to the appropriate authorities. A public entity employee, public body employee, legislative employee, or judicial employee, is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the conduct to the person in authority over the person alleged to have engaged in the illegal conduct.

6-9 Cash Receipting and Deposits

Purpose

To establish a uniform control design for all departments of Riverdale City that receive cash. This policy has been developed by the Treasurer with input received from the Business Administrator and approved by the City Council. Over time it is expected this policy will be adjusted for changes in systems and organizational structure at which time the Treasurer will propose changes to the City Council for review and approval.

Cash Receipts at Separate Individual Locations

1. All funds received are entered into the accounting system at the time of the transaction or if the transaction occurs at a location without access to the accounting system the funds will be logged into a pre-numbered receipt book with enough detail to determine where/who the funds came from, the purpose for receiving the funds, the method of payment; cash, check, etc., and designate the appropriate account. Manual receipts should have three copies; Customer copy, a Treasurer copy and a location copy.
2. At the end of each day the person responsible for receiving cash will close out their cash drawer, reconcile the system generated report to the cash in the drawer, place cash, checks and credit card receipts received along with the report in a deposit bag and either deliver it to the Treasurer's office or place it in a secure (locked) place for deposit on the next business day.
3. At the beginning of each day, Treasurer or Designee will compile all cash and checks received the previous day, match the total to the total receipts in the accounting system, create deposit slip(s), and create daily deposit reports. Merchant transaction report will be reconciled to the credit card/ACH receipts in the accounting system. Deposits are to be made within 3 banking days of receipt according to the Utah Money Management Act.
4. Void/adjusted transactions. If a transaction needs to be voided or adjusted it should be done by someone who does not receive cash. If an office doesn't have enough employees to have adjustments made by a supervisor that doesn't receive cash, two employees will sign off on the adjustment or voided transaction explaining the circumstances causing the adjustment. If the location is using a manual receipt book all copies of the receipt should be present for any voided receipt.
5. Every effort should be made to ensure large quantities of cash are not on hand at any location overnight. If a location has a large transaction or series of transactions leaving cash on hand over \$5,000 the deposit should be made in the same day.
6. Mail will be opened by the Treasurer or designee. Any correspondence containing payments will be removed and processed prior to distributing mail to individual persons or departments.
7. System generated cash and deposit reports will be reconciled to bank statement by Business Administrator and are subject to audit and review.

9-12 Paid Holidays

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

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

Commented [SC1]: Adding Juneteenth as a City holiday

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

Actual Holidays will be listed on a published calendar annually.

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

9-19 Work From Home (Telecommuting)

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

Telecommuting can be informal, such as working from home for a short-term project or on the road during city business travel, or a formal, set schedule of working away from the office. Either an employee or supervisor can suggest telecommuting as a possible work arrangement. For formal telecommuting arrangement the employee and department head must fill out the Work From Home Policy Acknowledgment.

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

Eligibility

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

Designated Workspace

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

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

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

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

Equipment

On a case-by-case basis, the city will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, phone and data lines and other office equipment) for each telecommuting arrangement. The Business Administrator will serve as a resource in this matter. Equipment supplied by the city will be maintained by the city. Equipment supplied by the employee, if deemed appropriate by the city, will be maintained by the employee. Riverdale City accepts no responsibility for damage or repairs to employee-owned equipment. Riverdale City reserves the right to make determinations as to appropriate equipment, subject to change at any time. The employee must sign an inventory of all Riverdale City property received and agree to take appropriate action to protect the items from damage or theft. The employee is required to supply at their expense a high speed internet connection of 30 mbps or higher. Upon termination of employment or termination of the Work From Home Agreement, all city property will be returned to the city within 2 business days, unless other arrangements have been made.

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

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

Rules and Policies

All city rules and policies, including those set forth in the Riverdale City Personnel Policies Handbook, apply while working from a designated workspace. These policies include, but are not limited to, policies regarding attendance, confidentiality, and policies prohibiting harassment. Riverdale City is not responsible for any expenses related to remote work.

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

Designated Work Time

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

Time Keeping

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

Confidentiality and Security

Employees working remotely are reminded that even if they are working from a designated workspace, they are bound by any confidentiality and/or security policies contained in Riverdale City Personnel Policies Handbook. Thus, consistent with city expectations of information security for employees working in the office, remote employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include regular password maintenance, locked file cabinets and desks to store sensitive information, and any other measures appropriate for the job and the environment of the designated workspace. Employees are advised not to release their home address and telephone number to citizens or third parties. Employees shall not meet volunteers, clients, citizens, co-workers, or customers at home. Any questions regarding the Work From Home Policy may be directed to your supervisor or Human Resources.

Temporary Arrangements

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

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

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

Work From Home Policy Acknowledgment of Receipt and Agreement

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

Employee Signature: _____

Supervisor Signature: _____

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

15-2 Communicable Diseases

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

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

Commented [SC1]: Adding Coronavirus

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

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

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

**RIVERDALE CITY
PLANNING COMMISSION AGENDA
July 6, 2021**

AGENDA ITEM: G2

SUBJECT: Motion to approve a new liquor license for Dadong Ye, owner of Boat Haus Cajun Restaurant

PRESENTER: Michelle Marigoni, City Recorder

INFORMATION:

- a. [Exec Summary](#)
- b. [Riverdale City Police Department Report](#)
- c. [Liquor License Application](#)

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on:
7/6/2021

Petitioner:
Michelle Marigoni

Summary of Proposed Action

Approval of new on-premise liquor license for Dadong Ye, owner of Boat Haus Cajun Restaurant.

Summary of Supporting Facts & Options

New business June 2021. Application submitted June 30, 2020. Police Department approval recommendation 7/1/2020.

Legal Comments – City Attorney

Steve Brooks, Attorney

Fiscal Comments – Business Administrator/Budget Officer

Cody Cardon,
Business Administrator

Administrative Comments – City Administrator

Bill Cobabe,
City Administrator



REPORT OF THE RIVERDALE CITY POLICE DEPARTMENT

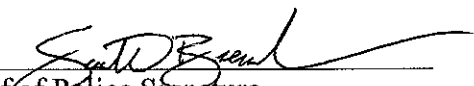
Upon investigation of the enclosed application, I find the following facts:

1. General reputation of the applicant: New Business
2. Character of the premises: Good
3. Character of the persons who frequent the premises: New Business
4. Nature and kind of business conducted at the premises by applicant or anyone else:
Restaurant
5. Whether intoxicating liquors are or have been served or permitted to be drunk in said place, or by any person named in Paragraph 1 of application at any other place:
No
6. Whether said place is or has been conducted in an orderly, lawful and quiet manner:
New Business
7. The nature and kind of entertainment, if any, at said place: None
8. Whether gambling or dancing is or has been permitted or gambling devices displayed upon the premises, or by any person named in Paragraph 1 of application at any other place:
No
9. Proximity of such premises to any church or school: No
10. Whether there is any grounds to believe any statement made in the application is untrue:
No

11. Any other information:

New business; no incidents at this time.

Upon the review of the facts I recommend: ☒ APPROVAL ☐ DISAPPROVAL

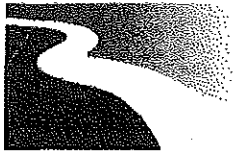

Chief of Police Signature

7/1/2021
Date

Issuance of license authorized _____ refused _____ by City Council.

Date: _____

City Recorder



Riverdale City

APPLICATION FOR LIQUOR OR BEER LICENSE INSTRUCTIONS

Fill out the Business License application and submit the following items:

1. Schedule A completed by the following individuals based upon the type of business organization submitting the application:
 - a. Sole proprietorship. Owner and, if applicable, manager;
 - b. Partnership. Each general partner and every manager who has operational authority over the activity dispensing beer or liquor;
 - c. Corporations and Associations. Each officer and every manager who has operational authority over the activity dispensing beer or liquor.
2. Schedule B showing a detailed diagram of the proposed licensed premises.
3. A copy of the Articles of Incorporation and a certificate of good standing of each corporation listed in response to any item hereinabove (including applicant).
4. A copy of the partnership agreement or agreement of association for each partnership or association listed in response to any items hereinabove (including applicant).
5. A copy of each contract for the lease of the proposed licensed premises and management or operation of business of which license is sought. **(For non-profit corporation only.)**
6. A list of all employees and their date of employment, along with a copy of a certificate granted by the Utah Division of Alcoholism and Drugs showing that each employee has completed the Alcohol Training and Education Seminar, as required in Utah Code Annotated Section 32A-1-401 and 62A-8-103.5. Within six months of beginning employment, employees must complete an alcohol training and education seminar. **This requirement shall not apply to an applicant for a Class "A" beer license.**
7. Applicant shall submit full license fee at time of submission of application. In the event the license is denied, license fee shall be refunded.

NOTE: If the application is for an on-premise alcohol consumption license, a State license is required before sales may take place. Please contact the Utah Department of Alcoholic Beverage Control for said license.

RIVERDALE CITY
APPLICATION FOR LIQUOR OR BEER LICENSE

NAME OF APPLICANT: Boat Haus

APPLICANT IS:

☐ A sole proprietorship (an individual)

☒ A corporation organized for profit

☐ A non-profit corporation

☐ An unincorporated association

If applicant is a partnership, list name of each general partner.

If applicant is a corporation (either profit or nonprofit), or an association, list name of each officer, showing his title.

NAME	TITLE
<u>Da Dong Ye</u>	<u>Owner</u>
<u>Qingjun Weng</u>	<u>General Manager</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
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TYPE OF LICENSE APPLIED FOR

☐ CLASS "A" LIQUOR

☒ CLASS "B" LIQUOR

☒ CLASS "C" LIQUOR

☐ CLASS "D" LIQUOR

☐ CLASS "A" BEER

☒ CLASS "B" BEER

☐ CLASS "C" BEER

☐ CLASS "D" BEER

ADDRESS OF PROPOSED LICENSED PREMISES: 1071 W. Riverdale Rd.

ZONE OF PROPOSED LICENSED PREMISES: _____

If applicant is a non profit corporation, provide the following information:

Name of individual, partnership or corporation with whom nonprofit corporation has or intends to contract with for else of proposed licensed premises and management or operation of business for which license is sought, together with the name of each general partner and officer thereof, where applicable:

NAME

TITLE

_____	_____
_____	_____
_____	_____

[illegible]



SCHEDULE "A"
APPLICATION FOR LIQUOR OR BEER LICENSE

Full Name Ye Dadong
LAST FIRST MIDDLE

PERMANENT RESIDENCE ADDRESS 1126 W. 5150 S. Riverdale UT 84405

OCCUPATION OR BUSINESS Boat Haus

BUSINESS ADDRESS 1071 W. Riverdale Rd. Riverdale UT 84405

DATE OF BIRTH 11/02/1971 PLACE OF BIRTH China.

DRIVER'S LICENSE NUMBER 330 651 836 STATE New York

CITIZENSHIP No. SS# 130-98-8566

List all felonies and misdemeanors (other than minor traffic offenses -- you must list any driving under the influence or public intoxication violations) to which you have pleaded guilty or no contest, forfeited bail, or of which you have been convicted within the past **10 years**:

****If you do not have any, please indicate by writing NONE.**

<u>DATE OF OFFENSE</u>	<u>PLACE OF OFFENSE</u>	<u>NATURE OF CHARGE</u>	<u>FINE &/OR SENTENCE</u>
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NONE

List three character references other than blood relatives:

<u>NAME</u>	<u>ADDRESS, CITY & STATE</u>	<u>PHONE NUMBER</u>	<u>OCCUPATION</u>
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1. NONE

2.

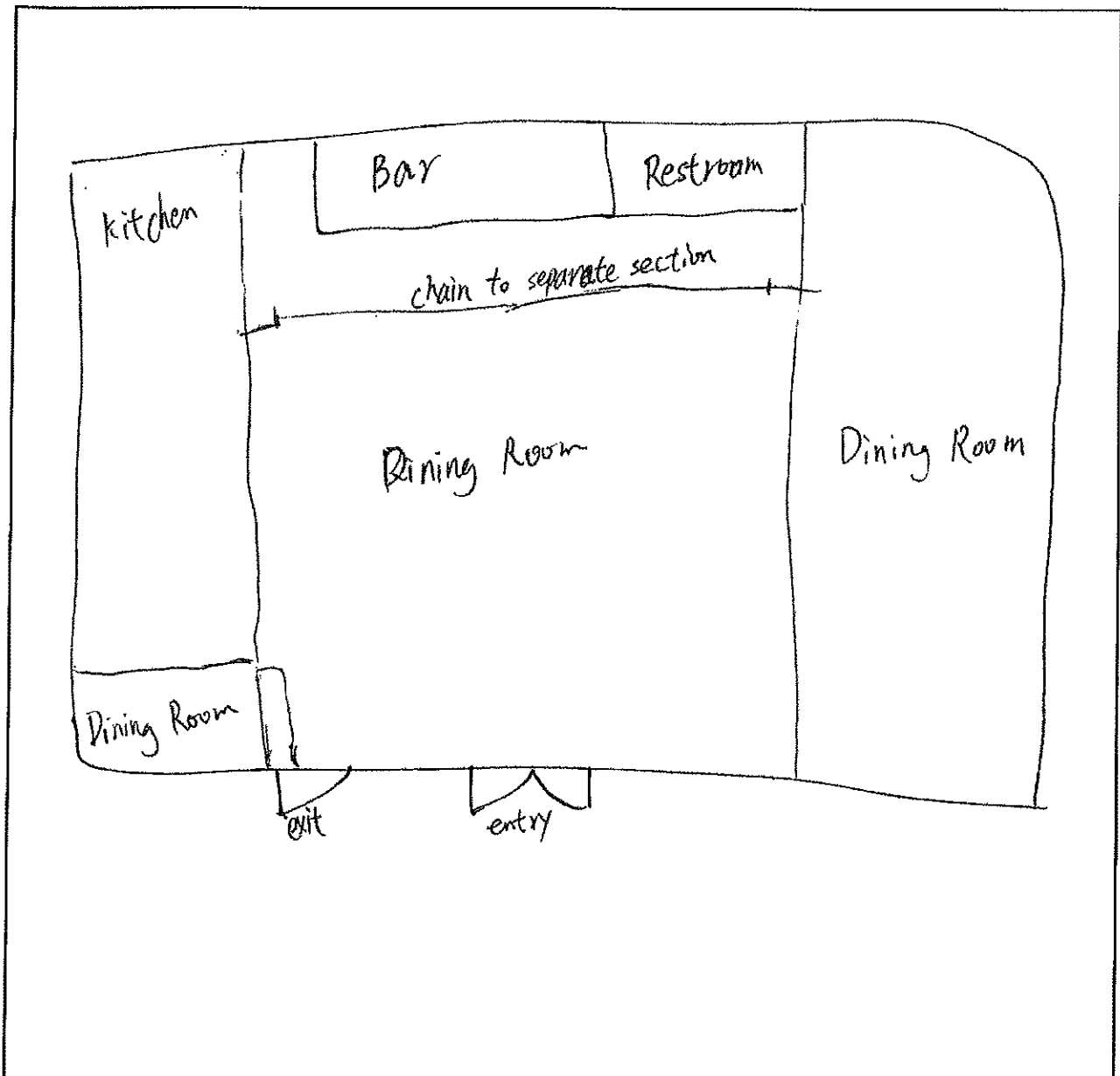
3.

The undersigned hereby represents that the above information is true and correct.

Date: ~~Dadong Ye~~ 06/30/21 Dadong Ye

**SCHEDULE B
TO
APPLICATION FOR LIQUOR OR BEER LICENSE**

**PROVIDE HEREON A DETAILED DIAGRAM TO SCALE FO THE PROPOSED
LICENSED PREMISES:**



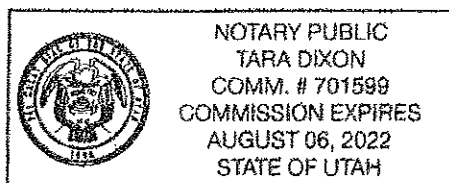
STATE OF Utah }
COUNTY OF Weber }

The undersigned, being first duly sworn on oath, deposes and says that Da Dong Ye has read the foregoing application For Liquor or Beer license and the contents thereof are true and correct to the best of my knowledge and belief.

Dated this 30 day of June, 20 21

Da Dong Ye

Subscribed and sworn before me this 30 day of June, 20 21



Tara Dixon
Notary Public

Ogden, Utah
Residing at:

Aug 06, 2022
My commission expires :

A single copy of this affidavit shall be submitted as the final page of the application. It shall be signed by the owner of a sole proprietorship, the managing general partner of a partnership, or the president of a corporation or association. By signing, the signer is swearing that the contents of the entire application are true.

**DEFINITIONS OF BEER AND LIQUOR LICENSES AS PER RIVERDALE CITY
CODE TITLE 3: LIQUOR CONTROL §3-2-1:**

A. Class A Liquor License; Single Event Permit: Authorizes the licensee, which shall be a bona fide corporation, church, political organization or incorporated association or a recognized subordinate lodge, chapter or other local unit and which is conducting a convention, civic or community enterprise, to store, sell, service and consume liquor for a period not to exceed seventy two (72) consecutive hours in strict compliance with the Utah alcoholic beverage control act of 1990. No more than two (2) special event permits shall be issued to the same group in any calendar year.

B. Class B Liquor License; Package Agency: Authorizes the licensee to operate a "package agency", as defined by the Utah alcoholic beverage control act of 1990, in strict compliance with said act, upon the licensed premises.

C. Class C Liquor License; Restaurant: Authorizes the licensee to sell liquor on premises occupied by a restaurant, in strict compliance with the Utah alcoholic beverage control act of 1990, and upon the licensed premises.

D. Class D Liquor License; Private Club: Authorizes the licensee to sell liquor on premises occupied by a private club in strict compliance with the Utah Alcoholic Beverage Control Act of 1990 and Utah Code Annotated section 16-6-18 et seq., upon the licensed premises.

E. Class A Beer License; Off-Premises: Authorizes the licensee to sell beer on the licensed premises in original containers for consumption off the licensed premises.

F. Class B Beer License; Restaurant: Authorizes the licensee to sell beer on the licensed premises occupied by a restaurant in the original containers for consumption either on or off the licensed premises; or in open containers in any size not exceeding two (2) liters and in strict compliance with the Utah Alcoholic Beverage Control Act of 1990.

G. Class C Beer License; Tavern Or Private Club ¹⁰: Authorizes the licensee to sell beer on the licensed premises occupied by a tavern or private club on draft or in open containers in any size not exceeding two (2) liters or in the original containers for consumption either on or off the licensed premises and in strict compliance with the Utah Alcoholic Beverage Control Act of 1990.

H. Class D Beer License; Temporary: Authorizes the licensee to sell beer on the licensed premises on draft or in open containers in any size not exceeding two (2) liters or in the original containers for consumption on the licensed premises for a period not to exceed thirty (30) days and in strict compliance with the Utah Alcoholic Beverage Control Act of 1990.

**RIVERDALE CITY
PLANNING COMMISSION AGENDA
July 6, 2021**

AGENDA ITEM: G3

SUBJECT: Consideration of Resolution 2021-21 to award bid to Paradise Contractors Inc. for fire station kitchen remodel.

PRESENTER: Jared Sholly, Fire chief

INFORMATION:

- a. [Exec Summary](#)
- b. [Resolution 2021-21](#)
- c. [Supporting Documents – Estimates and photographs](#)

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on:
July 6, 2021

Petitioner:
Jared Sholly, Fire Chief

Summary of Proposed Action

Consideration of Bid Award to Paradise Contractors Inc. for the remodel to the fire station kitchen. The kitchen is original to the station and was not part of the previous remodel in 2014. There is water damage to some of cabinets with mold on some outer walls. This remodel will create a safe and an improved cooking area for the on-duty crews.

Summary of Supporting Facts & Options

Riverdale City Fire Department put out to for bid to include a remodel of the fire station kitchen area. We had two contractors submit actual bids with a third (Wilkes Construction) who only gave an estimate over the phone, without an actual bid submitted. The two bids we received came from Paradise Contractors Inc. and Reynolds Construction and Sales.

Paradise Contractors Inc.

Reynolds Construction and Sales

Total Price: \$28,000

Total Price: \$61,870.00

The discrepancy between the two bids is due to the added cost for miscellaneous (\$6,500), project management (\$6,000,) and overhead and profit (\$8,070.) These adds by Reynolds comes to \$21,200.

I would like to recommend awarding Paradise Contractors the bid, not to exceed \$35,000. The additional funds are based off the significant increase to construction supplies and especially cabinets. Anything over the bid amount will need to include documented justification by the contractor.

Legal Comments - City Attorney

	Steve Brooks, Attorney
Fiscal Comments - Business Administrator/Budget Officer	
	Cody Cardon, Business Administrator
Administrative Comments - City Administrator	
	Bill Cobabe City Administrator

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RESOLUTION NO. 2021-21

A RESOLUTION ACCEPTING THE BID ON THE 2021 FIRE STATION KITCHEN REMODEL PROJECT FOR AN AMOUNT OF \$28,000.00 TO PARADISE CONTRACTORS INC. AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT(S) FOR THE PROJECT

WHEREAS, the city staff has prepared a report and the results on the above captioned subject which is attached hereto as Exhibit "A," detailing the work, bids and submissions concerning the 2021 Fire station kitchen remodel project; and

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

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

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

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

FURTHER, the Council instructs that the Mayor is hereby authorized to enter into a contract(s) with Paradise Contractors Inc. at a cost of \$28,000.00, for the 2021 Fire station kitchen remodel project.

ADOPTED by the City Council of the City of Riverdale at a regular meeting thereof this ____ day of July, 2021, and shall take effect at the earliest date allowed by law.

NORM SEARLE, Mayor

ATTEST:

Michelle Marigoni, City Recorder

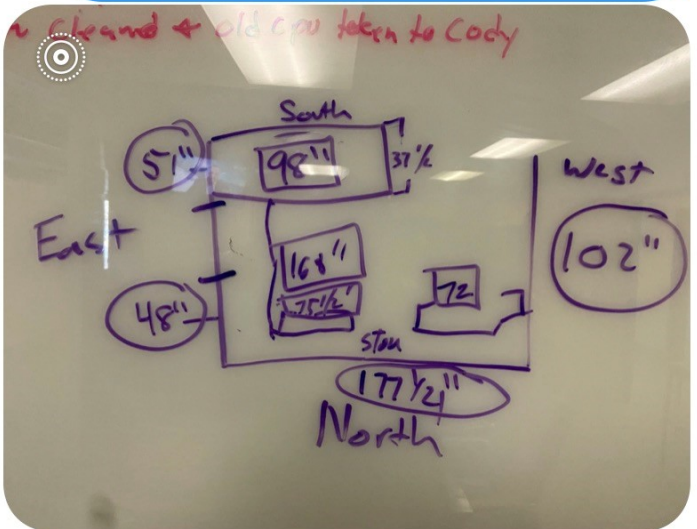


BW

Brad >



Circles are cabinet measurements, squares are countertop measurements!



Leave it to my guys to use the white board

Sun, Jan 24, 10:16 PM

You will be in \$24-26k range



iMessage





BW

Brad >

Fri, Jan 22, 1:50 PM



iMessage



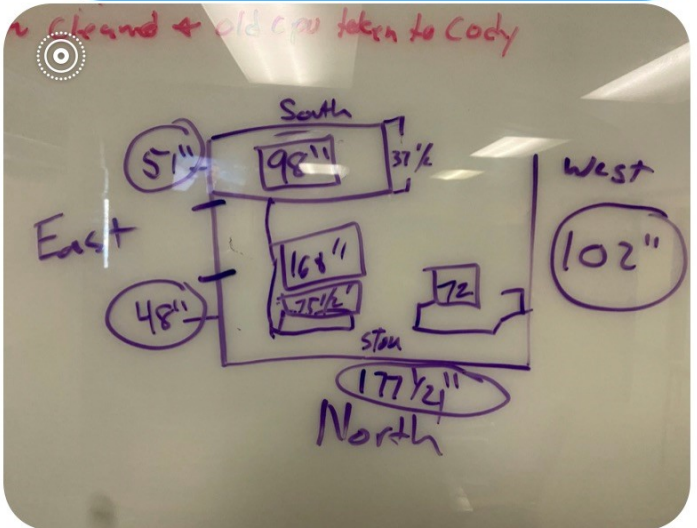


BW

Brad >



Circles are cabinet measurements, squares are countertop measurements!



Leave it to my guys to use the white board

Sun, Jan 24, 10:16 PM

You will be in \$24-26k range.
That would include solid surface
counters, install, etc.



iMessage





Paradise Contractors Inc.

1123 W. 600 S.

Layton Ut. 84041

801-390-1508

ESTIMATE

CUSTOMER: RIVERDALE FIRE DEPT.
4334 SOUTH PARKER DRIVE
RIVERDALE UT, 84405

DATE: 3/20/21

KITCHEN REMODEL

NEW KITCHEN CABINETS	\$15,000
GRANITE COUNTERTOPS	\$4,500
TILE BACKSPLASH	\$1,200
PLUMBING: INSTALL NEW SINK, FAUCET AND DISPOSAL	\$1,000
ELECTRICAL: CUT IN NEW OUTLET FOR MICROWAVE, INSTALL MICROWAVE, NEW OUTLETS AND SWITCHES, NEW LIGHTS MICROWAVE INCLUDED	\$2,800
SHEETROCK: REMOVE WATER DAMAGED SHEETROCK BEHIND CABINETS NEW SHEETROCK, ANY SHEETROCK REPAIR	\$1,000
MOLD TREATMENT WHERE WATER DAMAGE BEHIND CABINETS	\$650.00
CEILING TILES	\$850
PAINT	\$1,000
 TOTAL	 \$28,000

ANY CHANGES OR ADDITIONS WILL BE EXTRA
THIS IS ONLY AN ESTIMATE. PRICE SUBJECT TO CHANGE

#



Jared Sholly
Riverdale City Fire

Re: Riverdale Fire Station Kitchen Remodel

Jared,

Reynolds Construction & Sales is excited to submit to you a bid for the Riverdale fire station kitchen remodel located at 4360 Parker Dr. Riverdale, Utah for a total price of **\$61,870.00.** See exhibit A for a complete scope of work.

On behalf of Reynolds Construction & Sales I wanted to thank you for giving us this opportunity to bid this project and we look forward to working with you and your team.

Sincerely,

Shaun Young

Shaun Young
Project Manager
Reynolds Construction & sales

TRADE	ESTIMATE	QUANTITY	COST	TOTAL
Project Management	\$6,000.00			
Clean up - Job	\$1,500.00			
Clean up - Final	\$500.00			
Demo	\$3,000.00			
Drywall Overlay	\$2,500.00			
Acoustical Ceilings	\$1,800.00			
Painting	\$1,500.00			
Floor Coverings	\$0.00			
Cabinets & Countertops	\$24,500.00			
Misc	\$6,500.00			
Doors and Hardware				
Plumbing	\$1,500.00			
HVAC				
Restroom Accessories	\$0.00			
Electrical	\$4,500.00			
Design Fees				
Building Permit				
Builders Risk Insurance				
<u>Subtotal</u>	<u>\$53,800.00</u>			
Reynolds Overhead & Profit 10%	\$8,070.00			
TOTAL COST	\$61,870.00			
Building Square Foot		0		
COST/SQ.FT.	#DIV/0!			

Reynolds Construction & Sales

Exhibit A

Riverdale Fire Station

- Demo existing cabinets, countertop, ceiling tile and (6) 2' x 4' lights.
- Patch repair walls for paint.
- Paint all walls (color selection by Riverdale City)
- Supply & install new uppers and lower cabinets in P-lam finish (color selection by Riverdale City)
- Supply & install granite countertops (color selection by Riverdale City)
- Supply & install new sink and faucet.
- Replace ceiling tile with Dune Second Look.
- Replace (6) 2 x 4 light fixtures with new flat panel LED lights fixtures
- Final clean space ready for use.

**RIVERDALE CITY
PLANNING COMMISSION AGENDA
July 6, 2021**

AGENDA ITEM: G4

SUBJECT: Consideration of Resolution 2021-20 to approve an extension of an agreement with Stauffer's Towing for non-consent vehicle towing services within Riverdale City.

PRESENTER: Scott Brenkman, Police Chief

INFORMATION:

- a. [Exec Summary](#)
- b. [Resolution 2021-22](#)
- c. [Reference: 2019 Stauffer's Towing Resolution](#)

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on:
7/6/2021

Petitioner:
Chief Scott Brenkman

Summary of Proposed Action

Two year extension of the current towing contract that is in effect with Stauffer's Towing.

Summary of Supporting Facts & Options

For years the city has had a contract in place to provide towing for tows requested by the police department. Stauffer's Towing has been the contracted provider and has provided excellent service to the police department and city. Stauffer's has the resources needed to handle any type of call and has always provided timely, efficient service to the city with very little complaint from the public. The current contract allows for two year extensions of the original contract which is the request being made. I recommend approval of the two year extension to Stauffer's Towing to provide all tows requested by the police department.

Legal Comments – City Attorney

Steve Brooks, Attorney

Fiscal Comments – Business Administrator/Budget Officer

Cody Cardon,
Business Administrator

Administrative Comments – City Administrator

Bill Cobabe,
City Administrator



RESOLUTION NO. 2021-22

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
STAUFFER'S TOWING FOR NON-CONSENT VEHICLE TOWING SERVICES
WITHIN RIVERDALE CITY.**

WHEREAS, there is a recognized need to support the law enforcement activities of the City of Riverdale, and

WHEREAS, the City Council declared non-consent towing in Riverdale City an issue of public safety; and

WHEREAS, the City previously solicited Request for Proposals for towing services and selected Stauffer's Towing; and

WHEREAS, the City of Riverdale had entered into an initial fixed term agreement with optional 2 year renewals with Stauffer's Towing for non-consent towing in the City.

WHEREAS, the Council finds that the service is necessary and has been performed in a professional, reasonable and timely manner and that it is in the best interest of the City and will promote the health, safety and general welfare of the community.

WHEREAS, the City of Riverdale and Stauffer's Towing, now desire to extend that previous Agreement.

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

PASSED the ____ day of July, 2021.

RIVERDALE CITY

By: _____
Norm Searle, Mayor

Attest:

Michelle Marigoni, Acting City Recorder

Exhibit A

EXCLUSIVE TOWING AGREEMENT

This Agreement is made on this ____ day of July, 2021, between Riverdale City, a municipal corporation established under the laws of the State of Utah (hereinafter "City"), of 4600 South Weber River Drive, Riverdale, State of Utah, and Stauffer's Towing (hereinafter "Contractor"), of 1960 So. Painter Lane, West Haven, UT 84401, Ogden, State of Utah, following solicitation and review of proposals for the provision of the following services.

For valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor agrees to provide the following services, facilities, and equipment in support of law enforcement activities of Riverdale City.

Storage Facilities: Maintain a State Tax approved storage area as well as a secure area for seized items.

Provide a secure storage area for personal belongings removed from towed vehicles.

Tow Vehicles: Provide a tow vehicle that is within a three-mile radius of Riverdale City.

Response Time: Standard response time shall be no more than 15 minutes to on scene from the time of call out by Weber Emergency Dispatch.

Liability Insurance: Contractor has in place and will maintain during the term of this agreement, liability insurance in an amount satisfactory to the City and/or the City's insurance carrier, Utah Local Governments Trust, with the City as a named insured. Contractor will otherwise indemnify and hold harmless City from all claims arising out of Contractor's conduct under this agreement.

Vehicle Availability: Contractor will make vehicles towed, stored, and impounded under this agreement available to City and its representatives twenty-four (24) hours per day when access is required in connection with bona fide, City, state or federal investigative need. Contractor will also make available floor jacks and lifts as needed to facilitate said investigations.

Auction Policy: Contractor will place abandoned and otherwise "auction eligible" vehicles with the State of Utah Impounded Auction after having held any vehicles towed or stored under this agreement for sixty (60) days or more.

- Clean up of Scene: Provide a complete clean-up of accident scene.
- Training: Establish appropriate training with fire and police personnel in rescue and victim recovery.
- Background Checks: Contractor shall certify to City Public Safety that complete and thorough background checks have been completed on any new employees hired by contractor during the term of this agreement.
2. In consideration of the above services from Contractor, City agrees that for the term of this agreement, Contractor shall be designated the exclusive tow service of vehicles subject to state and local impound as a part of the City's non-consent towing policies.
3. Notices. Administrative notices to the City shall be sent to the following address:
- Steve Brooks
Riverdale City Attorney
4600 South Weber River Drive
Riverdale, Utah 84405
Telephone: (208) 394-5541
E-mail: sbrooks@riverdalecity.com
- Notices to the Contractor shall be sent to the following address:
- Stauffer's Towing
1960 So. Painter Lane
West Haven, UT 84401
Telephone: 801-399-5893
4. Duration of Agreement. This Agreement shall be in full force and effect for a period of two (2) years, unless sooner terminated under the provisions hereinafter specified. Additional two-year extensions may be granted upon written agreement between the parties.
5. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. This Agreement may at any time be terminated by the Contractor giving to the City thirty (30) days written notice of the City's intention to terminate the same. This agreement shall remain in effect, unless otherwise canceled, in writing, by either party. City retains the right to terminate this agreement upon Contractor's failure to meet the terms and conditions of this agreement.
6. Assignment and Subcontract. The Contractor may not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
7. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties

hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

8. No modification of this Agreement will be effective unless it is in writing and is signed by both parties. This Agreement binds and benefits both parties and any successors. Time is of the essence of this agreement.
9. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Weber County, Utah. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

The parties have signed this Agreement on the date specified at the beginning of this Agreement.

Dated this ____ day of July, 2021.

For Stauffer's Towing

RIVERDALE CITY

By: _____
Norm Searle, Mayor

Attest:

Michelle Marigoni, City Recorder



RESOLUTION NO. 2019-18

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
STAUFFER'S TOWING FOR NON-CONSENT VEHICLE TOWING SERVICES
WITHIN RIVERDALE CITY.**

WHEREAS, there is a recognized need to support the law enforcement activities of the City of Riverdale, and

WHEREAS, the City Council declared non-consent towing in Riverdale City an issue of public safety; and

WHEREAS, the City previously solicited Request for Proposals for towing services and selected Stauffer's Towing; and

WHEREAS, the City of Riverdale had entered into an initial fixed term agreement with optional 2 year renewals with Stauffer's Towing for non-consent towing in the City.

WHEREAS, the Council finds that the service is necessary and has been performed in a professional, reasonable and timely manner and that it is in the best interest of the City and will promote the health, safety and general welfare of the community.

WHEREAS, the City of Riverdale and Stauffer's Towing, now desire to extend that previous Agreement.

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

PASSED the ____ day of July, 2019.

RIVERDALE CITY

By: _____
Norm Searle, Mayor

Attest:

Shalee Evans, City Recorder

Exhibit A

EXCLUSIVE TOWING AGREEMENT

This Agreement is made on this 16th day of July, 2019, between Riverdale City, a municipal corporation established under the laws of the State of Utah (hereinafter "City"), of 4600 South Weber River Drive, Riverdale, State of Utah, and Stauffer's Towing (hereinafter "Contractor"), of 1960 So. Painter Lane, West Haven, UT 84401, Ogden, State of Utah, following solicitation and review of proposals for the provision of the following services.

For valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor agrees to provide the following services, facilities, and equipment in support of law enforcement activities of Riverdale City.

Storage Facilities: Maintain a State Tax approved storage area as well as a secure area for seized items.

Provide a secure storage area for personal belongings removed from towed vehicles.

Tow Vehicles: Provide a tow vehicle that is within a three-mile radius of Riverdale City.

Response Time: Standard response time shall be no more than 15 minutes to on scene from the time of call out by Weber Emergency Dispatch.

Liability Insurance: Contractor has in place and will maintain during the term of this agreement, liability insurance in an amount satisfactory to the City and/or the City's insurance carrier, Utah Local Governments Trust, with the City as a named insured. Contractor will otherwise indemnify and hold harmless City from all claims arising out of Contractor's conduct under this agreement.

Vehicle Availability: Contractor will make vehicles towed, stored, and impounded under this agreement available to City and its representatives twenty-four (24) hours per day when access is required in connection with bona fide, City, state or federal investigative need. Contractor will also make available floor jacks and lifts as needed to facilitate said investigations.

Auction Policy: Contractor will place abandoned and otherwise "auction eligible" vehicles with the State of Utah Impounded Auction after having held any vehicles towed or stored under this agreement for sixty (60) days or more.

Clean up of Scene: Provide a complete clean-up of accident scene.

Training: Establish appropriate training with fire and police personnel in rescue and victim recovery.

Background Checks: Contractor shall certify to City Public Safety that complete and thorough background checks have been completed on any new employees hired by contractor during the term of this agreement.

2. In consideration of the above services from Contractor, City agrees that for the term of this agreement, Contractor shall be designated the exclusive tow service of vehicles subject to state and local impound as a part of the City's non-consent towing policies.
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Notices to the Contractor shall be sent to the following address:

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Telephone: 801-399-5893

4. Duration of Agreement. This Agreement shall be in full force and effect for a period of two (2) years, unless sooner terminated under the provisions hereinafter specified. Additional two-year extensions may be granted upon written agreement between the parties.
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6. Assignment and Subcontract. The Contractor may not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
7. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties

hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

8. No modification of this Agreement will be effective unless it is in writing and is signed by both parties. This Agreement binds and benefits both parties and any successors. Time is of the essence of this agreement.
9. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Weber County, Utah. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

The parties have signed this Agreement on the date specified at the beginning of this Agreement.

Dated this ____ day of July, 2019.

For Stauffer's Towing

RIVERDALE CITY

By: _____
Norm Searle, Mayor

Attest:

Shalee Evans, City Recorder