

**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 – Alan Arnold, Councilmember**

**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 February
  - b. March Anniversaries Employee Recognition
  - c. Staffing Authorization Plans
  - d. Community Development Report
3. Swearing in of new police officers
4. Flood update/report

**F. Consent Items**

1. Consideration to approve meeting minutes from:  
February 21, 2023 Council Work Session  
February 21, 2023 Council Meeting

**G. Action Items**

1. Consideration of Resolution #2023-13 amending personnel policies 8-2 Travel and Training Expenses, 12-3 Testing Policy, and 9-16 Workers Compensation.  
*Presenter: Stacey Comeau, Human Resources*
2. Consideration of Resolution #2023-11 approving an interlocal agreement between Riverdale City and Weber County Clerk's Office, Elections Division for services assisting the City in conducting 2023 and 2025 primary and general municipal elections.  
*Presenter: Michelle Marigoni, City Recorder*
3. Consideration of Resolution #2023-14 approving a Surplus Water Sales Agreement with Roy City.  
*Presenter: Steve Brooks, City Administrator/Attorney*
4. Consideration of Small Subdivision proposal for Crossroads at Riverdale Subdivision located at approximately 4844 South 1500 West, as requested by Riverdale Commercial Holdings, LLC and AWA Engineering.  
*Presenter: Mike Eggett, Community Development*

**H. Comments**

1. City Council
2. City Staff
3. Mayor

**I. Adjournment**

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**Training Session**

**Strategic Planning – Immediately following City Council Meeting**

- a. SWOT Analysis
- b. Vision Statement

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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 17<sup>th</sup> day of March 2023 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 March 21, 2023 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](https://www.youtube.com/channel/UCegcYe-pIXSRZGd5llencvA/videos?view_as=subscriber)

Minutes of the **Work Session** of the **Riverdale City Council** held Tuesday February 21, 2023, at 5:30 p.m., at the Civic Center in the Council Chambers, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

**Present:**

City Council:	Braden Mitchell, Mayor Alan Arnold, Councilmember Bart Stevens, Councilmember Steve Hilton, Councilmember Anne Hansen, Councilmember
City Employees:	Steve Brooks, City Administrator/Attorney Mike Eggett, Community Development Director Shawn Douglas, Public Works Director Scott Brenkman, Police Chief Jared Sholly, Fire Chief Michelle Marigoni, City Recorder
Excused:	Karina Merrill, Councilmember

The City Council Work Session meeting began at 5:30 p.m. Mayor Mitchell welcomed all in attendance and noted for the record that all Councilmembers were present. Members of city staff were also present.

**Public Comment:**

Mayor Mitchell indicated there may be some public comment tonight regarding the rezone on the agenda.

**Presentations and Reports:**

**Mayor's Report**

Mayor Mitchell reminded councilmembers to respond regarding the ULCT Midyear Conference.

**City Administration Report**

- a. **Department Reports January**
- b. **February Anniversaries Employee Recognition**
- c. **Staffing Authorization Plans**
- d. **Community Development Report**

**Consent Items**

1. **Consideration to approve meeting minutes from:**  
January 17, 2023 Council Work Session  
January 17, 2023 Council Meeting  
February 7, 2023 Council Work Session  
February 7, 2023 Council Meeting

No changes to minutes.

**Action Items**

1. **Consideration of Resolution #2023-10 declaring property as surplus and authorizing the sale of the same.**

There was discussion regarding the vehicle rotations. Mayor Mitchell hoped that vehicle rotations could not fall on the 2030 year when the sales tax will change.

2. **Consideration of Resolution #2023-11 approving an interlocal agreement between Riverdale City and Weber County Clerk's Office, Elections Division for services assisting the City in conducting 2023 and 2025 primary and general municipal elections.**

Michelle Marigoni reported she received an email from the Weber County Elections office asking that the agreement be held until a few changes could be made. This will need to be postponed until a later meeting.

3. **Consideration of Resolution #2023-12 awarding a bid to Siddons-Martin Emergency Group for the repairs and improvements to Riverdale Fire's brush truck.**

Chief Sholly explained repairing the brush truck will keep it running longer and save money rather than purchasing a new one.

**Comments**

1. City Council:
2. City Staff:
3. Mayor:

**Adjournment**

Having no further business to discuss, the Work Session was adjourned at 5:38 p.m.

**Date Approved:**



Minutes of the Regular Meeting of the Riverdale City Council held Tuesday, February 21, 2023, 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  
Steve Hilton, Councilmember  
Anne Hansen, Councilmember

City Employees: Steve Brooks, City Administrator/Attorney  
Scott Brenkman, Police Chief  
Jared Sholly, Fire Chief  
Rich Taylor, Community Services  
Michelle Marigoni, City Recorder

Excused: Karina Merrill, Councilmember

Visitors: Jim Packard

### **Welcome & Roll Call**

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

**Pledge of Allegiance** – Scott Brenkman, Police Chief

**Invocation** – Mayor Mitchell

### **Public Comment**

Mayor Mitchell invited members of the public to speak.

Jim Packard, Riverdale resident spoke about a disc golf change. He had met with city staff last year and would like to change the request to an “executive” course on Riverdale City property. He is raising awareness in case there is another discussion about it.

### **Presentations and Reports**

#### **Mayor’s Report**

#### **City Administration Report**

##### **a. Department Reports January**

##### **b. February Anniversaries Employee Recognition**

Joel Pippin, PD – 19 years

Sgt. Mike McNeely, PD – 5 years

Chief Brenkman spoke about what a phenomenal employee Sgt. McNeely is. Mayor Mitchell also spoke about how grateful he is to have Sgt. McNeely and presented a certificate and gift.

##### **c. Staffing Authorization Plans**

There are two new fire positions open.

##### **d. Community Development Report**

HomeGoods is open. Chick-Fil-A is open. Cheddar’s is experiencing delays on building and fire inspections.

### **Consent Items**

#### **1. Consideration to approve meeting minutes from:**

January 17, 2023 Council Work Session

January 17, 2023 Council Meeting

February 7, 2023 Council Work Session

February 7, 2023 Council Meeting

Mayor Mitchell asked if there were any changes to the minutes from January 17 or February 7. There were no changes.

Councilmember Arnold made a motion to approve the minutes. Councilmember Hilton seconded the motion. All were in favor and the minutes were approved.

### **Action Items**

**1. Consideration of Resolution #2023-10 declaring property as surplus and authorizing the sale of the same.**

Mr. Brooks explained this is part of the process for the regular vehicle rotations.

**Motion:** Councilmember Arnold made a motion to approve Resolution 2023-10 declaring property as surplus and authorizing the sale of the same.

**Second:** Councilmember Hilton

Councilor Hilton:	Yes
Councilor Stevens:	Yes
Councilor Hansen:	Yes
Councilor Merrill:	Absent
Councilor Arnold:	Yes

**Motion passes unanimously.**

**2. Consideration of Resolution #2023-11 approving an interlocal agreement between Riverdale City and Weber County Clerk's Office, Elections Division for services assisting the City in conducting 2023 and 2025 primary and general municipal elections.**

This item was not addressed due to notification from the Weber County Elections office that changes needed to be made to the agreement before approval by cities.

**3. Consideration of Resolution #2023-12 awarding a bid to Siddons-Martin Emergency Group for the repairs and improvements to Riverdale Fire's brush truck.**

Chief Sholly explained the cost for a new brush truck would be much more than these repairs. There were two bids, and this was the better priced. There are multiple repairs and upgrades that need to be made to the truck.

**Motion:** Councilmember Arnold made a motion to approve Resolution 2023-12 awarding a bid to Siddons-Martin Emergency Group for the repairs and improvements to Riverdale Fire's brush truck.

**Second:** Councilmember Hilton

Councilor Hansen:	Yes
Councilor Arnold:	Yes
Councilor Hilton:	Yes
Councilor Stevens:	Yes
Councilor Merrill:	Absent

**Motion passes unanimously.**

### **Comments**

**1. City Council:**

**2. City Staff:**

The Youth City Council presented about a valentine's party for the kids in Riverdale. They made cards and delivered them to the police and fire stations. It was successful and a lot of fun.

**3. Mayor:**

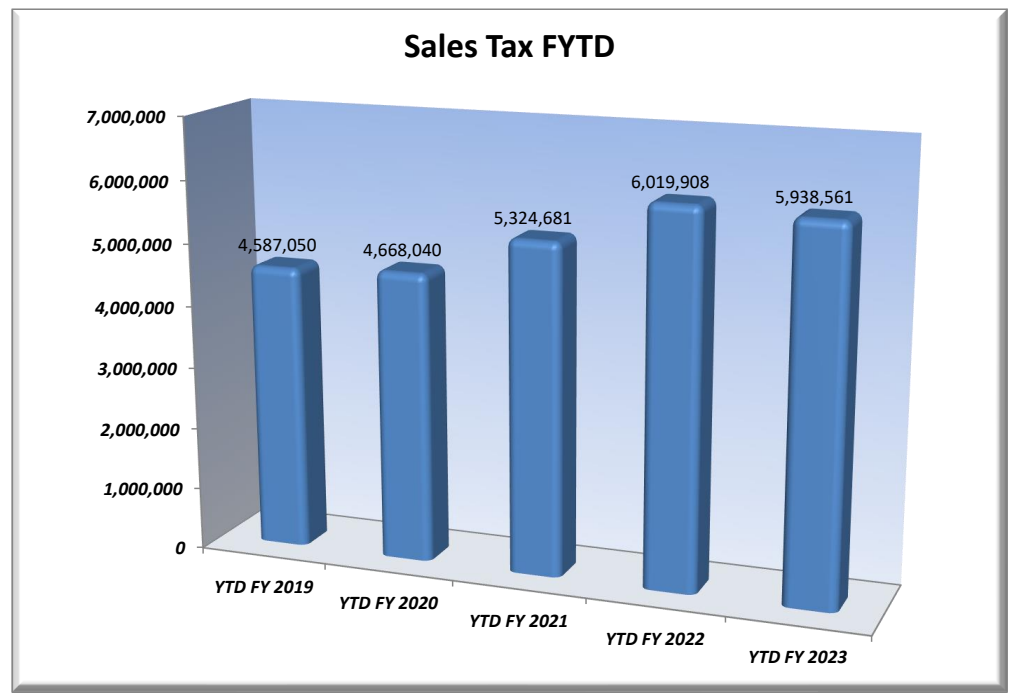
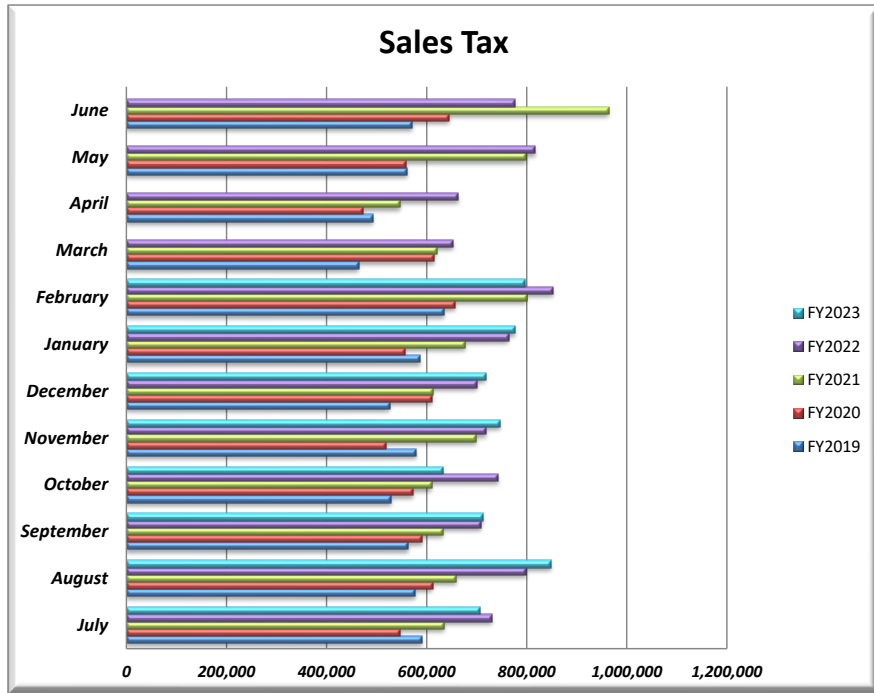
### **Adjournment**

Having no further business to discuss, Councilmember Arnold moved to adjourn the meeting. Councilmember Hilton seconded. The meeting was adjourned at 6:23 p.m.

Date Approved:

DRAFT

**RIVERDALE CITY  
SALES TAX REPORT  
AS OF FEBRUARY 28, 2023**



Sales Tax	July	August	September	October	November	December	January	February	March	April	May	June	Totals
FY2019	591,419	576,907	563,499	528,836	578,794	526,228	586,556	634,811	464,253	493,348	560,967	571,607	6,677,225
FY2020	546,902	612,157	591,696	573,327	519,064	610,719	556,867	657,308	615,264	472,239	559,456	644,897	6,959,896
FY2021	635,065	659,853	632,737	610,213	698,778	612,021	676,337	799,676	619,991	547,110	799,140	963,922	8,254,844
FY2022	731,834	799,292	708,575	743,276	718,470	701,211	763,681	853,569	653,055	663,354	816,853	777,539	8,930,709
FY2023	706,230	848,891	712,030	633,418	746,684	718,029	776,658	796,621					5,938,561

Sales Tax FYTD	YTD FY 2019	YTD FY 2020	YTD FY 2021	YTD FY 2022	YTD FY 2023
	4,587,050	4,668,040	5,324,681	6,019,908	5,938,561

**RIVERDALE CITY  
MONTHLY UTILITY REPORT  
FOR MAYOR & CITY COUNCIL  
FEBRUARY 2023**

Water Fund

	Total Gallons Used (in thousands)	Total Billings	Total Customers Billed	Average Gallons used Per Customer (in thousands)	Average Bill Per Customer
Residential	11,160	\$ 51,578	2,181	5	\$ 23.65
Commercial	10,472	\$ 32,132	262	40	\$ 122.64

Sewer Fund

	Total Billings	Total Customers Billed	Average Bill Per Customer
Residential	\$ 61,702	2,160	\$ 28.57
Commercial	\$ 52,033	232	\$ 224.28

Storm Water Fund

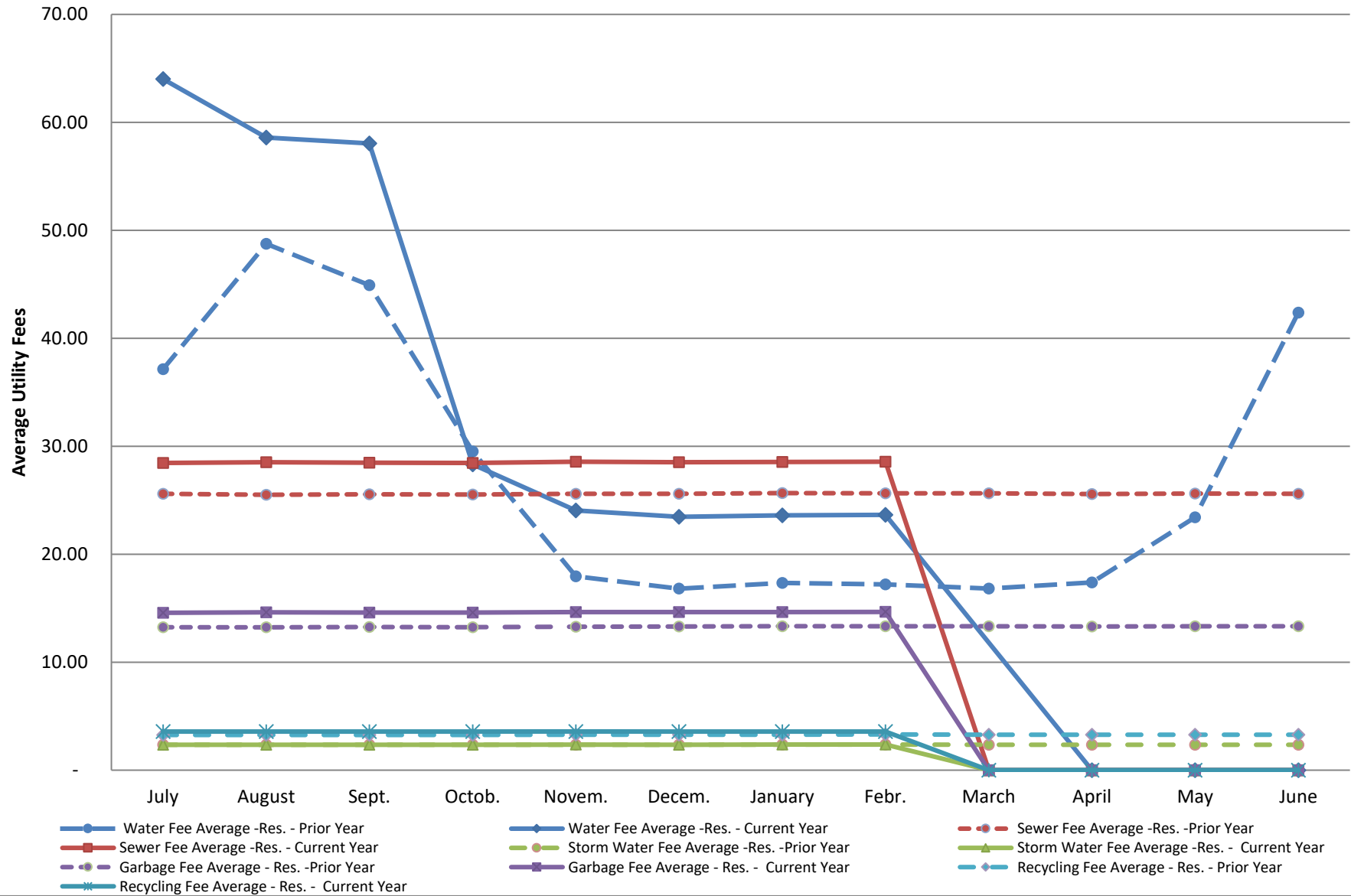
	Total Billings	Total Customers Billed	Average Bill Per Customer
Residential	\$ 5,150	2,177	\$ 2.37
Commercial	\$ 14,214	203	\$ 70.02

Garbage Fund

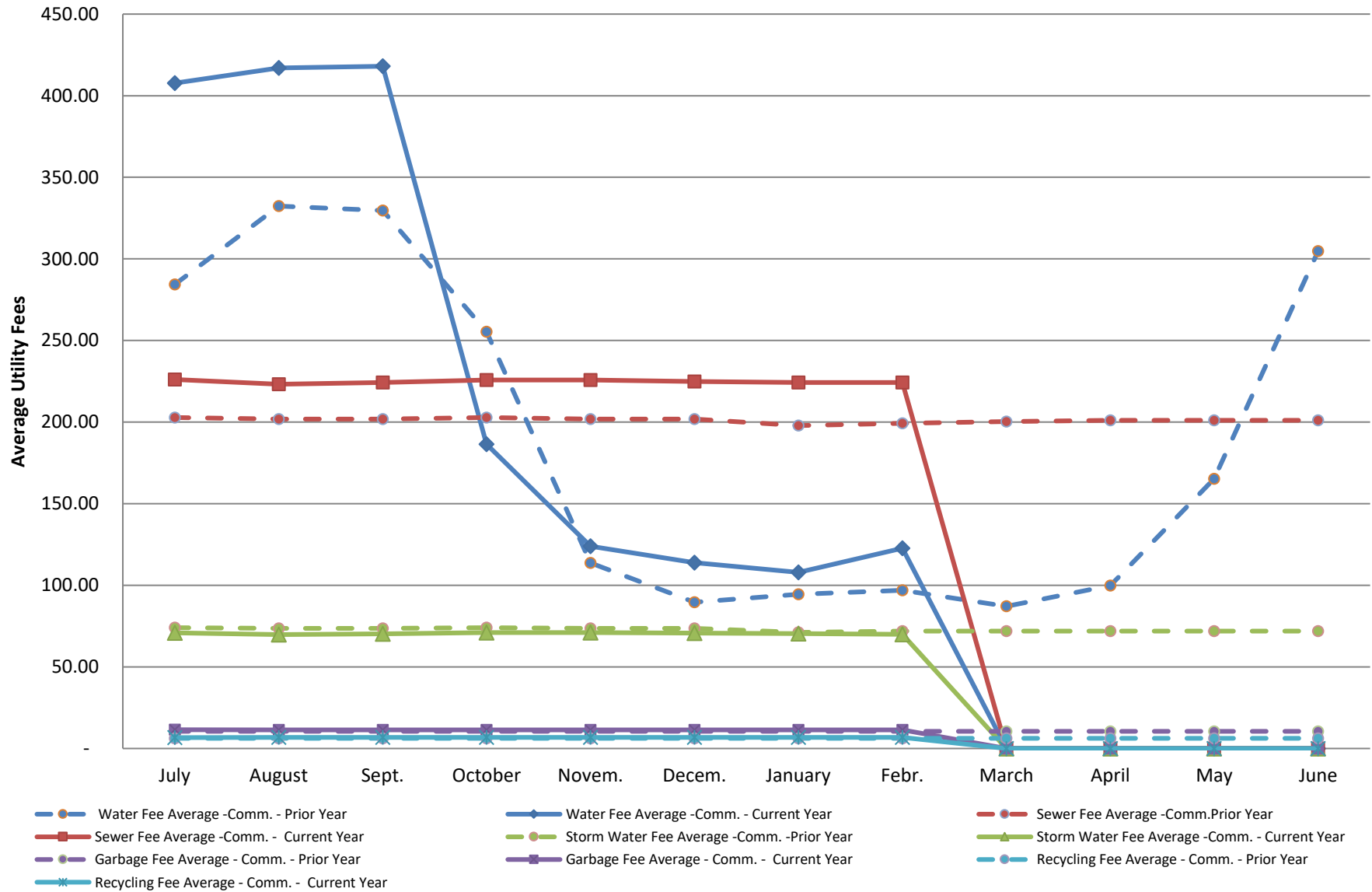
	Total Billings	Total Customers Billed	Average Bill Per Customer
Residential - Garbage	\$ 31,394	2,142	\$ 14.66 *
Residential - Recycling	\$ 6,592	1,839	\$ 3.58
Commercial - Garbage	\$ 23	2	\$ 11.47 *
Commercial - Recycling	\$ 20	3	\$ 6.80

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

## Residential Average User Fees Fiscal Year 2022 & 2023



## Commercial Average User Fees Fiscal Year 2022 & 2023



## **Business Administration:**

Cody Cardon:

- Routine phone & computer problem resolution throughout the city.
- Routine management issues and resolution.
- Various meetings and trainings attended.
- Working on Monthly Accounting.
- Working on preliminary budget accounting.
- Working on reports for budget meetings.
- Working on FY2024 budget.

Stacey Comeau:

New Hires:	Noah Shears	Police
	Lindsey Bird	Police
	Nathen Zaugg	Police

Promotions:	Marcus Garcia	Fire
	Michael Razey	Fire
	Dirk Playle	Fire

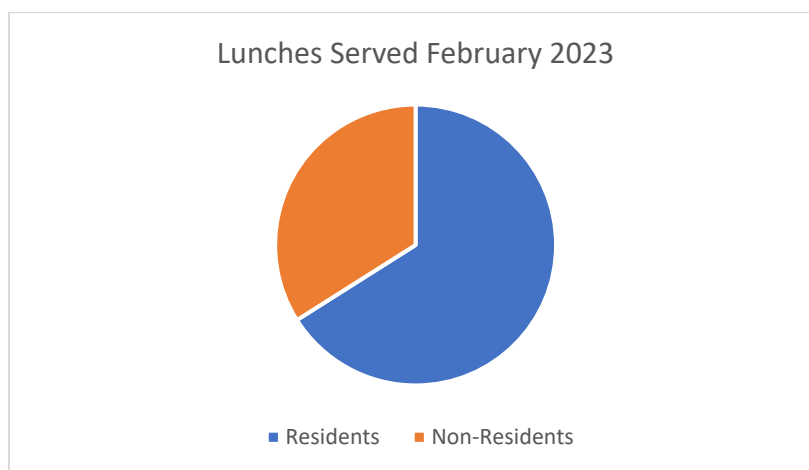
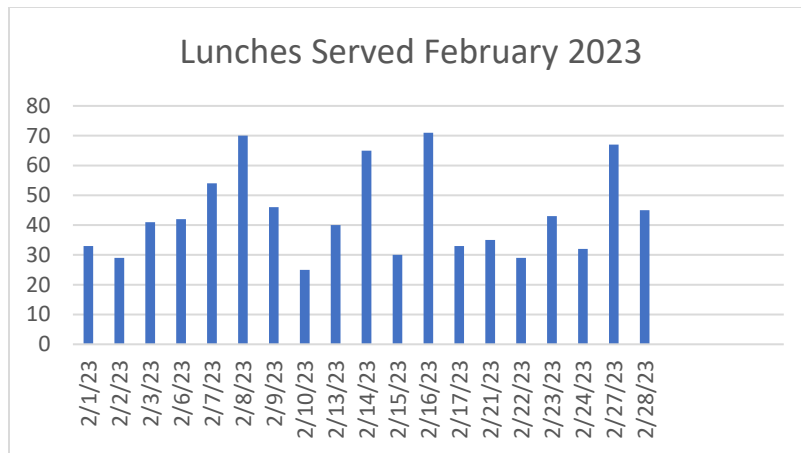
Terminations:

- Random drug testing for the month
- Processed semimonthly payroll
- Responded to job inquiries
- Updated Staffing Authorization Plan
- Prepared Employee Recognition
- Completed monthly payroll reconciliation
- Conducted exit interview with terminating/retiring employees
- Prepared ACH files for Rent, RDA, and Early Retiree payments
- Notarized various documents
- Responded to requests for RDA loan payoff and verification of employment, both verbally and in writing
- Prepared RDA loan disbursements
- Responded to inquiries on Purchase Assistance Program and RDA Loan Program
- Worked with various personnel to resolve issues and concerns

Chris Stone:

- Attended the ribbon cutting for J Dawgs and posted pictures to social media.
- Snow removal as needed at the Civic Center and Police Station.
- Prepared and listed surplus vehicles for sale.
- Set up council/court room for various meetings and court.
- Order and pick up of custodial supplies.
- Covered for part-time custodial staff off sick or on vacation.
- Various updates to the city website and social media sites.
- Completed the city newsletter for March.
- Completed the employee newsletter for March.





Attended staff meetings

Held monthly departmental staff meeting

Created monthly issue of Riverdale Connections

Held Youth City Council meetings and the Valentine’s Day activity

Took applications and filled vacancies at the Senior Center

Met with Bonneville Communities that Care about wrap in the gym

Registration for youth programs



## Mayor & City Council Monthly Summary Report February 2023

### **Community Development Department:**

- Sierra Trading Post – Electrical, mechanical, above grid, and ceiling grid inspections
- Cheddars – Framing, plumbing, and power inspections
- Chick-Fil-A remodel – Final inspection
- Fiiz Drinks – Power inspection
- Buckway Flooring and Design – Framing, above grid, and ceiling grid inspections
- Twisted Sugar – Framing, plumbing, above grid, and ceiling grid inspections
- Take 5 – Final inspection
- Home inspections for various projects on residential lots
- Inspection of solar panel and equipment installation
- Inspection of multiple sign installations
- Meeting with property owners, contractors, and developers to discuss project plans
- Building plan drawings and documents review
- Fire inspections, sprinkler inspections, fire investigations, and associated fire checks for various businesses
- Pick-up of various signs in violation of sign ordinance
- Participation in J Dawgs Ribbon Cutting/Grand Opening event
- Preapplication review meeting re: West Bench property use concepts
- Discussion regarding 550 West RDA Area
- Meeting with Bach Homes re: Water availability discussion
- Meeting with Auggie Wasmund and Jake Tate re: Riverdale Townhomes ideas
- Meeting with Goldcrest Homes re: Coleman Vu Subdivision concerns
- Meeting with Weber Basin Water Team re: Updated water resources availability
- Meeting with Goldcrest Homes Team re: Development Agreement review
- Meeting with H&P Investments Team re: Real estate development ideas, etc
- WACOG Housing Subcommittee attendance by department member
- Riverdale General Plan reporting updates meetings attendance by department member
- Legislative Policy Committee meeting attendance by department member
- Geographical Information Systems training and work by department member
- Department heads meetings attendance by department member
- Departmental meeting attendance by department members
- ULCT presentation regarding HB 499 meeting attendance by department member
- Wasatch Front Regional Council Transportation Area Committee meeting participation by department member
- Weber County Emergency Managers meeting attendance by department member
- Local Emergency Planning Committee participation by department member
- Fire Marshal's of Utah meetings attendance by department member

Fire Inspection / Code Enforcement Report: **see attached**

## Public Works Monthly Report February 2023

- 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 design work on 1050 W Ritter Dr. Roundabout.
- Started department budget process.
- Continued inspections on Cheddard's
- Continued inspections on AFCU Campus.
- Continued inspections on Fiiz.
- Continued 4600 S Road Project.
- Continued Take 5 inspections.

- Continued reviews on Riverdale Townhomes.
- Continued inspections on Riverdale Flex 2.
- Continued design work on 2023 waterline project.
- Continued renovations on vacant Senior Center apartments.
- Started paint project on Civic System.

# ***RIVERDALE POLICE DEPARTMENT***

## ***CRIME BULLETIN***

March 2023  
Report #23-3

### ***February Police Calls***

- **1361 Calls for Service**
  - **41 Animal Complaints**
  - **273 Crime Reports Written**
    - **10 Forgery/Fraud**
    - **4 Assault / Fights**
    - **8 Retail Thefts**
    - **2 Sex Offenses**
    - **16 Family Offenses**
    - **12 Disturbances**
    - **8 Burglary/Theft Complaints**
    - **52 Arrests**



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

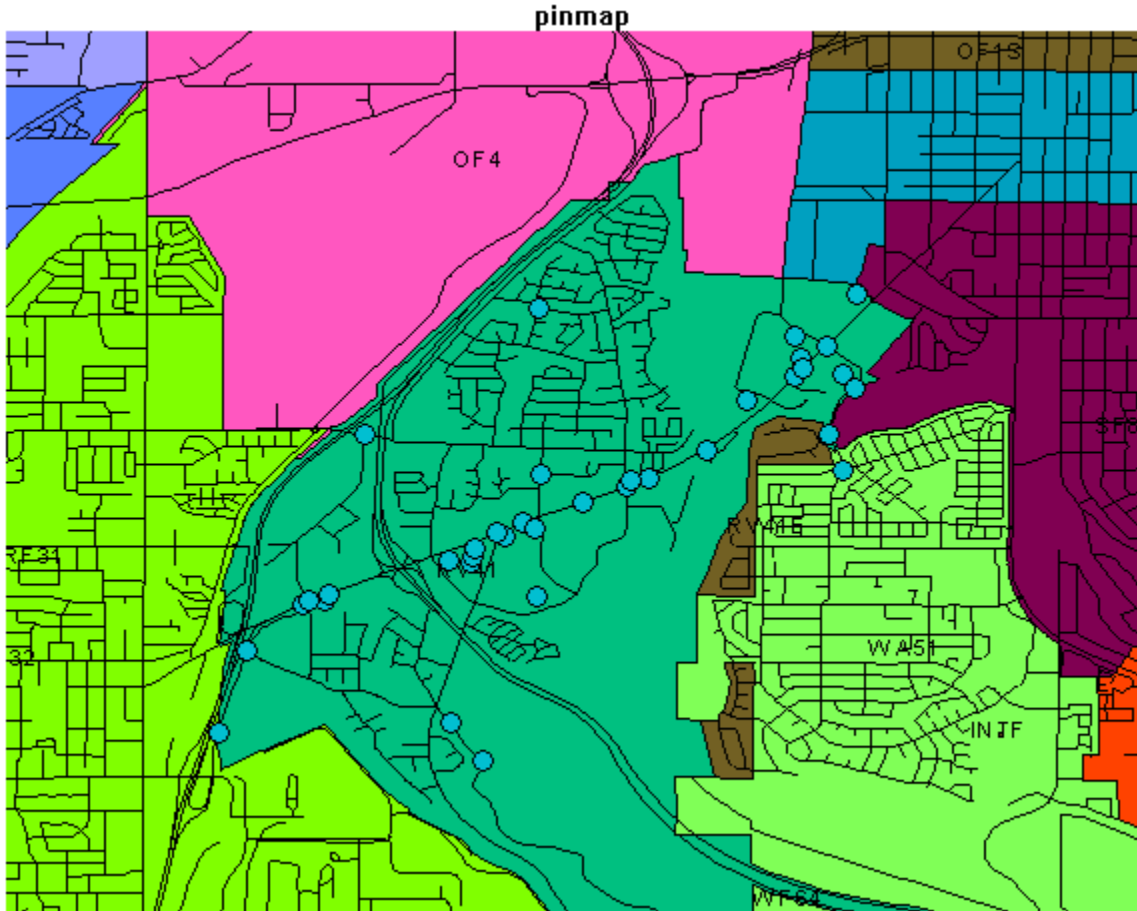
### ***Traffic Patrol and Enforcement***

- **484 Traffic Stops resulting in:**
  - **343 Citations**
  - **483 Total Violations**
  - **140 Warnings Issued**

# ***RIVERDALE POLICE DEPARTMENT CRIME BULLETIN***

March 2023  
Report #23-3

## ○ **43 Traffic Accidents**



- **41 New Cases sent to Investigations**
- **37 Investigative Cases Closed**

POLICE LINE - DO NOT CROSS

POLICE LINE - DO NOT CROSS

POLICE LINE - DO NOT CROSS

POLICE LINE - DO NOT CROSS

POLICE LINE - DO

**FOR LAW ENFORCEMENT USE ONLY!**

## **Patrol Report February 2023**

**Assist OJ/WCSO-** Officers responded to a residence regarding a suspicious circumstance that just occurred. A female and her sister called police to report a male was attempting to get into their apartment by wiggling the door handle. The sisters are unsure of who the male is but stated this is the second time this has occurred.

**Psychiatric-** Officers involuntarily committed a male after he intentionally cut his arms with a box cutter. It was reported initially that the male had killed himself at Motel 6. The subject went to McKay Dee Hospital for mental health treatment.

**Burglary-** Officers were dispatched to a residence on report of a burglary. A woman arrived home and saw that her window had been broken out and believed someone was inside. Officers arrived quickly and observed the suspect running away from the house with a duffel bag. Officers were able to apprehend him in the street after a struggle and found that he had multiple stolen items in the duffel bag from the residence. The suspect had forced entry inside the home by breaking a window to commit the burglary and was unknown to the homeowner. Detectives responded to assist with an interview and he was booked into jail.

**Warrant-** Officers stopped a vehicle at 300 W. Riverdale Road. A passenger in the vehicle was found to have outstanding warrants. The male was taken into custody and booked into the WCJ.

**Family Disturbance-** Officers handled a disturbance between a male and female. They had an argument at Raising Cane's and the female walked away screaming at the male. She was found in the road and the male was observed driving recklessly. No DV crimes occurred. They separated for the night and the male was issued a traffic citation.

**Warrant/Drug Violation-** Officers booked a male into jail after Motel 6 wanted him trespasses. The suspect was found to have several warrants for his arrest. The suspect was found to be in possession of Mushrooms when he was searched incident to arrest. The suspect was booked into jail for the warrant and drug charges.

**911 unknown-** Officers responded to Cherry Creek Apartments on a male yelling for help. Officers had to force entry into the apartment by kicking the door in and the subject was found inside. He was drunk and was assisted to his bed.

**Threatened Suicide-** Officers responded to Burger King for a medical assist complaint. Upon arrival the subject made several statements regarding not wanting to live anymore. She requested to be transported to the hospital. Officers admitted the subject on a pink sheet for an evaluation.

**Trespass / Poss of Paraphernalia-** A male was found crawling out of the garbage chute of the Shopko building. It was found the suspect was able to gain access into the building through the chute. He was cited and released for trespass and possession of drug paraphernalia after a search yielded a meth pipe.

**Assist OJ/WCSO-** Officers handled a psychiatric call in the Terrace. The subject had a mental health episode and ran around the neighborhood naked. She was found at her sister's apartment. MCOT

responded and a white sheet was already in order due to her assaulting staff at the hospital the previous night. She was admitted to McKay Dee Hospital.

**Warrant-** Officers spoke with a male who reported his niece was in jail in Texas and has a warrant out of Riverdale. He was advised the jail will communicate with us regarding the warrant.

**Assist OJ/Strike Force-** Riverdale PD K-9 Officer assisted the Strike Force with a K9 sniff. K9 Benko indicated on the vehicle and a large amount of drug paraphernalia was recovered from the vehicle.

**Custodial interference-** Officers took a report in regards to a custodial interference.

**DUI/Crash-** A woman drove through the roundabout at 4400 Parker, hit a pole and a couple of the bridge poles between Parker and Cozy Dale Drive, then went head on into a van. She was taken to McKay Dee as a precaution due to her ongoing health issues and she was processed for DUI, her 5<sup>th</sup> DUI in Riverdale.

**Trespass-** Officers responded to Boot Barn at 5320 S. Freeway Park Drive regarding a trespassing in progress. The manager called to report a male was in the store who was previously trespassed. Officers responded and found it was not the trespassed male.

**Suspicious Person/Poss of Marijuana-** Officers responded to the area of 3700 River Valley Dr on a male acting strange. The suspect was contacted on Parker Dr. A consent search yielded some DAB. He was released on citation. His Probation Agent was notified.

**DUI-** Officers working a DUI enforcement shift arrested a male for DUI. He was booked into the WCJ on a felony for prior convictions.

**Traffic Accident/Impound-** Officers responded to the area of 4250 S. 300 W. on report of a light pole that was laying in the street. Officers observed that someone had driven off the road and over the center median taking out a light pole and landscaping owned by the city. After taking care of the scene, they searched for the vehicle and located it in Washington Terrace. The vehicle was impounded, and the driver was issued citations.

**Assault-** Officers responded to a report that three male juveniles shot him with a "Splatter gun" after they were climbing on his motorhome ladder. The complainant said he followed the males as they entered Riverside Village Trailer Park and last saw them as they jumped a fence. The male does not know the juveniles but believes they live in Riverside Village Trailer Park. The victim took photos of the juveniles, and the photos were attached to this case. The identity of the juveniles is unknown at this time.

**Family Disturbance-** A male threw an e-cig at his girlfriend during an argument. The male had warrants for his arrest. He was booked into jail on DV assault and warrants.

**Psychiatric-** Police were dispatched to a residence regarding a psychiatric incident. The complainant called dispatch because she believed her son was experiencing psychosis. After speaking with her son's girlfriend, it was determined the subject was okay and was not harming himself or others. The subjects phone number was given to MCOT to call.



**Psychiatric-** Police responded to Motel 6 on a psychiatric problem. A woman was suffering from a severe mental illness. The woman was delusional and made accusations of all of Ogden raping her including her mother. The woman reported she did not feel safe with her mother and agreed to go to the hospital when offered. The woman was transported to Ogden Region via ambulance where she was admitted for a mental health evaluation.

**Psychiatric-** A woman had another psychiatric episode where she was hallucinating that people were getting shot. The reports of someone getting shot were unfounded. MCOT responded to speak with the woman. The woman refused all other services. There was not enough to pink sheet the woman. She was advised to call back if any other assistance was needed.

**Agency Assist-** Officers assisted Roy PD with a warrant at a residence in Riverdale. The homeowner was suspected of sexually assaulting school children while working as a substitute teacher and was also suspected of possessing child pornography. Officers and Detectives assisted Roy in searching the home.

**Warrant-** A male suspect was found to have a warrant out of Riverdale. He was arrested and a meth pipe was found in his possession. He was booked into jail.

**Assist/AP&P-** Riverdale officers responded to a residence on an anonymous tip that a fugitive was at this address. We assisted in making contact with the resident and found the fugitive was passed out from alcohol on the couch in the front room. He was taken into custody without incident.

## **Investigations Report February 2023**

**Assault-** Riverdale officers were dispatched to a local residence where the victim reported that he was assaulted by another male. The suspect left the area prior to police arrival. Detectives later contacted the suspect and he will be receiving a summons for assault.

**Burglary-** A male suspect burglarized a local residence and was observed running away. The male was taken into custody and was found to be in possession of some of the victim's property. After being interviewed by detectives, the male was booked into jail for Burglary and several other charges.

**Retail Theft-** A male suspect who has been stealing merchandise from businesses across the country was located and interviewed by detectives. Information obtained suggested that the suspect had stolen from 62 locations with losses totaling almost \$200,000. The suspect was booked into jail on multiple charges.

**Evading-** Patrol officers were dispatched to a fight between several individuals in the parking lot of a local business. When officers arrived on scene, one of the involved parties fled in a vehicle failing to stop for the officer. The adult male suspect was later located by detectives and admitted to fleeing from officers. He will receive a summons for the offense.

**Retail Theft-** An unknown adult male entered a local business where he selected some merchandise and then left the business without paying. Detectives shared the suspect's images with other local law

enforcement and the suspect was identified and located. The suspect admitted to the theft and he will receive a summons for the theft.

**Retail Theft-** Two unidentified males stole merchandise from a local business and then left the store upon being confronted by loss prevention employees. The males then fled the parking lot in a stolen vehicle. The two males were later located by law enforcement and were determined to be juveniles. Both juveniles will be summoned into juvenile court.

**Retail Theft-** An adult male suspect entered a local business and selected merchandise. He then left the business without paying for the items that he selected. Detectives located the suspect incarcerated in a neighboring county's jail. The suspect was interviewed and will be receiving a summons for the offense.

**Retail Theft-** On two separate occasions, an adult male suspect entered a local business and took items from the store without paying for them. Officers later identified the male and have attempted to locate him. The male currently has several outstanding warrants and his whereabouts are unknown. Arrest warrants will be issued for the male related to this case.

**Sex Offense-** It was reported that an adult male sexually assaulted his minor child at a local residence. The suspect was interviewed and denied the allegations. He was later booked into jail on several charges.

## **Fire Department: February 2023**

Chief Jared Sholly

*127 Calls for Service and 194 Vehicle Movements*

### **Fires**

2 Building Fires

Total: 2

### **Rescue & Emergency Medical Service Incidents**

45 EMS Call, Excluding Vehicle Accidents with Injuries

7 Motor Vehicle Accidents with Injuries

7 Motor Vehicle Accidents without Injuries

1 Extricated from Vehicle

1 Medical Assist

Total: 61

### **Hazardous Condition**

2 Gas Leak

1 Oil Spill

1 Heating from a Short Circuit

Total: 4

### **Service Call**

3 Assist Citizen

3 Assist Police

Total: 6

### **Good Intent Call**

41 Cancelled Enroute

1 No Incident Found

1 Smoke Scare

2 Good Intent

Total: 45

### **Fire Alarm**

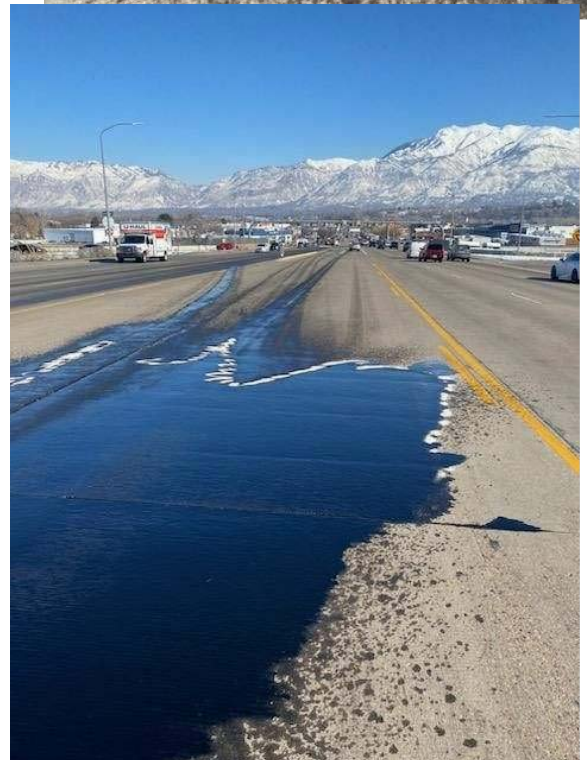
1 False Alarm or False Call

3 Alarm System Sounded due to Malfunction

3 CO Alarm Sounded due to Malfunction

3 Detector Activation Unintentional

Total: 5



## **Department Report:**

- **State Chiefs Legislative Meeting (Weekly)**
- **Business Fire Inspections for Entire City**
- **Re-Certification of Half the Full-Time Staff for EMS Certifications**
- **USAR Meeting**
- **Ogden Regional EMS Case Review**
- **EMS Committee Meeting**
- **Weber County Heavy Rescue Meeting**
- **City Staff Meeting**
- **(Randy) Emergency Management Meeting**
- **LEPC Meeting**
- **Quality Assurance Meeting for Heavy Rescue**
- **Weber County Fire Chiefs Meeting**
- **Operational Dispatch Committee Meeting**
- **Fire Sub Meeting with County Chiefs and Dispatch**
- **Fire Training**
  - **\* Calling MAYDAY**
  - **\* MAYDAY Operations**
  - **\* SCBA Trans fill**
  - **\* SCBA Emergency Operations**
  - **\* HazMat Operations Skill Pass Off**
- **Medical Training**
  - **\* Spinal Neck Trauma**
  - **\* Nebulizer Treatment and Medication Delivery**
  - **\* Trauma Care and Treatment**







### **February 2, 2023: Oil Spill Riverdale Road**

- Riverdale City Fire Department was dispatched to a large hazardous materials release on Riverdale Road. On arrival, they found they had about 100 gallons of oil had been released. It was covering both westbound lanes and some eastbound lanes. Weber Fire District Hazardous Materials unit (Weber County Hazmat Team) was dispatched to the scene. Public Works was instrumental in assisting in controlling the spread and absorption of the oil. Riverdale PD assisted with traffic control and the location of the truck releasing the oil. This was a great example of the core services departments working extremely well together.

### **February 7, 2023: Natural Gas Leak in a Home**

- Riverdale Fire Department responded to a natural gas leak in a home. Crews found a significant gas leak inside the garage, which had the potential explosion. Occupants were evacuated and all utility companies and the building inspector were paged to the scene. The gas to the structure was shut down by fire crews and the home was naturally ventilated. It was found that the owner did not have the proper regulator, which had created pressure in the lines causing a leak in a garage heater. Firefighters responded quickly and effectively putting themselves in harm's way to prevent the house from potentially exploding.

## Employee Recognition – March 2023 Anniversaries

Years	Employee		Department
9		Miranda Rizzi	Community Services
5		Tyrel Dalton	Police
3		Dallas Nalder	Public Works
3		Gage Bennett	Public Works
3		Jeffrey Dingman	Police
3		Tyler Reece	Fire



## Staffing Authorization Plan

As of December 31, 2005		
Department	FTE Authorization	FTE Actual
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 February 28, 2023		
Department	FTE Authorization	FTE Actual
City Administration	2.00	2.00
Legal Services	4.50	3.50
Community Development	3.00	3.00
Business Administration	6.25	6.25
Community Services	9.00	7.75
Public Works	11.00	11.00
Police	24.75	24.75
Fire	17.50	15.50
Total	78.00	73.75

Staffing Reconciliation - Authorized to Actual		
Department	FTE Variance	Explanation
City Admin	0.00	
Legal Services	(1.00)	City Administrator/City Attorney
Community Development	0.00	
Community Services	(1.25)	Recreation Assistants
Business Administration	0.00	
Public Works	0.00	
Police		
Fire	(2.00)	PT Firefighters unfilled
Totals	(4.25)	Staffing <u>under</u> authorization

Actual Full Time Employees 61.00

Actual Part Time Employees 41.00

Seasonal Employees 0.00

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



## **COMMUNITY DEVELOPMENT PROJECTS STATUS REPORT**

**March 17, 2023**

### **OPEN FOR BUSINESS**



The Generator Supercenter celebrated their opening with a ribbon cutting on March 9th for their new store at 708 W. Riverdale Road next to Zeppe's.



Sierra Trading Post has completed construction on their new store at 1101 W. Riverdale Road and is now open for business.



Buckle is now open for business in the former Dress Barn site at 4209 S. Riverdale Road.

### **ONGOING DEVELOPMENTS**



Twisted Sugar has completed construction on their new location at 4139 S. Riverdale Road and is anticipated to open soon.



Cheddar's Scratch Kitchen has started construction on their new restaurant located at 4171 S. Riverdale Road.



FIIZ Drinks has started construction on their new location at 4023 S. Riverdale Road.



Americarpets is moving to their new location in the old RC Willey Warehouse building at 4040 S. Pacific Ave.



Shake Shack is planning to build a new Riverdale location at 4142 South Riverdale Road.



**RIVERDALE CITY  
CITY COUNCIL AGENDA  
March 21, 2023**

**AGENDA ITEM: G1**

**SUBJECT:** Consideration of Resolution #2023-13 amending personnel policies 8-2 Travel and Training Expenses, 12-3 Testing Policy, and 9-16 Workers Compensation

**PRESENTER:** Stacey Comeau, Human Resources

**INFORMATION:**

- a. [Executive Summary](#)
- b. [Resolution #2023-13](#)
- c. [Personnel Policy 8-2 Travel and Training Expenses](#)
- d. [Personnel Policy 12-3 Testing Policy](#)
- e. [Personnel Policy 9-16 Workers Compensation](#)

**[BACK TO AGENDA](#)**





## City Council Executive Summary

For the Council meeting on:  
March 21, 2023

Petitioner:  
Stacey Comeau

### Summary of Proposed Action

Motion to approve resolution 2023-13 amending Personnel Policies 8-2 Travel and Training Expenses, 12-3 Testing Policy, and 9-16 Workers Compensation.

### Summary of Supporting Facts & Options

- Amending policy 8-2 Travel and Training Expenses to update per diems and create ease of administration in the future.
- Amending policy 12-3 Testing Policy to clarify what is considered a DOT recordable accident.
- Amending policy 9-16 Workers Compensation to clarify what is considered a DOT recordable accident.

### Legal Comments – City Attorney

\_\_\_\_\_  
Steve Brooks, Attorney

### Fiscal Comments – Business Administrator/Budget Officer

\_\_\_\_\_  
Cody Cardon,  
Business Administrator

### Administrative Comments – City Administrator

\_\_\_\_\_  
Steve Brooks,  
City Administrator



**RESOLUTION NO. 2023-13**

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

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

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

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

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

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

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Riverdale that the amendments to the Riverdale City Personnel Policies Handbook as set forth in the attached Exhibit A (Chapters 8-2 Travel and Training Expenses, 12-3 Testing Policy, and 9-16 Workers Compensation), 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 amendments to the policies.

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

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

**PASSED AND ADOPTED** this 21st day of March, 2023

---

Braden Mitchell, Mayor

Attest:

---

Michelle Marigoni, City Recorder

**VOTE:**

Alan Arnold	<input type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Absent
Bart Stevens	<input type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Absent
Steve Hilton	<input type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Absent
Anne Hansen	<input type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Absent
Karina Merrill	<input type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Absent

## Exhibit A

### 8-2 Travel and Training Expenses

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

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

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

(1) City owned vehicle; or

(2) Privately owned vehicle:

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

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

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

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

(1) Breakfast: ~~Eight dollars (\$8.00)~~ Issued at the federal standard per diem rate for Utah located at [gsa.gov](https://www.gsa.gov). Overnight stay the preceding night is required. The city will not reimburse breakfast relating to non-overnight travel.

(2) Lunch: ~~Twelve dollars (\$12.00)~~ . Issued at the federal standard per diem rate for Utah located at [gsa.gov](https://www.gsa.gov) .

(3) Dinner: ~~Twenty dollars (\$20.00)~~, Issued at the federal standard per diem rate for Utah located at [gsa.gov](https://www.gsa.gov). When returning after 7:00 p.m. Employees will receive lunch and dinner per diem when travel time to the conference, training or meeting consists of 5 or more hours.

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

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

(f) ~~\$12.00~~ Lunch per diem will be provided for a lunch-time meal at a one day training session, conference, or meeting, when the training, conference, or meeting does not provide the meal. If the meal is provided at a cost less than ~~\$12.00~~ the current lunch per diem, the lesser amount will be provided.

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

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

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

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

IV. The approval authority is:

(a) For employees, their Department Head.

(b) For Department Heads, the City Administrator.

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

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

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

1. Source of funding (with grants or external funding receiving highest priority).
2. Necessity of maintaining job required license or certifications.
3. Explanation of the deficiency of acceptable or suitable substitute training or locations, webinars, etc.

4. Explanation as to why “train the trainer” is not feasible in the case of team travel for training.

### **12-3 Testing Policy**

It is the policy of the City to test employees and prospective employees for the presence of drugs or alcohol, according to the provisions set forth below, as a condition of hire or continued employment. Any employee or prospective employee failing (except as provided in Title 26, Chapter 61a, Utah Medical Cannabis Act) or refusing to take the test will not be eligible for employment, or if employed, may be subject to termination. If an employee's breath alcohol concentration is .004 or more, a second breath specimen shall be tested approximately 10 minutes later. The results of the second test shall be determinative, however the employee may ask for a blood test after the second positive breath specimen. The City shall consider as negative all confirmed positive drug and alcohol test results with a medically sufficient explanation.

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

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

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

2. **Reasonable Suspicion (For Cause) Testing.**

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

1. The Supervisor making the determination that reasonable suspicion exists shall submit written documentation setting forth the specific, contemporaneous articulable observations concerning the appearance, behavior, speech or body odors of the employee which resulted in the reasonable suspicion determination. Reasonable suspicion of use of a controlled substance may also be based on observation of indications of the chronic and withdrawal effects of controlled substances.

- a. The required observations underlying reasonable suspicion testing must be made by a supervisor or city official who has received at least two (2) hours of training on the physical, behavioral, speech and performance indicators of alcohol and drug use.

- b. Observations underlying the reasonable suspicion testing must be documented in writing and signed by the supervisor or city official within twenty four (24) hours or before the results of the test are announced, whichever is later.

2. Reasonable suspicion testing may not be conducted by the same supervisor who makes the reasonable suspicion determination.

B. Special requirements associated with reasonable suspicion alcohol testing.

1. Alcohol testing is authorized only if the observations set forth above are made during, just proceeding or just after the performance of safety sensitive functions.

2. If an alcohol test is not administered within two (2) hours following the identification of reasonable suspicion, the supervisor prepare and maintain documentation stating why the test was not administered within two (2) hours.

3. If an alcohol test is not administered within eight (8) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer an alcohol test and shall prepare and maintain documentation stating why the test was not administered within eight (8) hours.

C. Special requirements associated with reasonable suspicion drug testing.

1. If a drug test is not administered within thirty two (32) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer a drug test, and shall prepare and maintain

documentation stating why the test was not administered within thirty two (32) hours.

- D. Upon required testing due to reasonable suspicion, the employee tested shall not engage in the operation of any City equipment or engage in any employment related duties, which his/her supervisor deems dangerous to himself/herself or others until the results of the tests are received and the employee is released back to work by the Drug Policy Coordinator.
- 3. **Return to Duty Testing.** If the City returns to duty an employee who is assigned to a safety sensitive position after he or she has voluntarily sought rehabilitation for drug or alcohol abuse and has successfully completed rehabilitation, such employee shall be entered into a program of unannounced drug and alcohol testing for a predetermined period of time at the sole discretion of the City.
  - 4. **Post-Accident Testing.** The City may require employees in safety sensitive positions\* to submit to a post-accident drug test if, based on the facts and circumstances of each case, there is an objectively reasonable basis for conducting such a test.

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

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

- 5. **Random Testing.** Employees assigned to, or performing, safety sensitive duties are subject to random drug/alcohol tests.
  - A. Random tests shall be:
    - 1. unannounced; and
    - 2. reasonably spread throughout the year.
  - B. Each employee within a testing pool must have an equal chance of being tested each time a random test is conducted.
- B. Employee's required to hold a Commercial Driver's License (CDL) and drive commercial vehicles as a condition of employment may be tested as required by federal and/or state law.

- C. Any drug or alcohol testing shall occur during or immediately after the regular work period of current employees, and shall be deemed work time for purposes of compensation and benefits for current employees.
- D. Individuals will be tested on City premises or sent to an outside clinic or testing facility licensed to perform such tests. If an employee is sent to an outside clinic for a "Reasonable Suspicion" test, the employee must be driven to the facility by the supervisor or his/her designee. The employee must then be put on administrative leave until the results of the test are available. The supervisor must make arrangements or help the employee make arrangements to get home without driving him/herself.
- E. The City shall pay all costs of testing and transportation associated with a test required by the City.
- F. All sample collection and testing shall be performed under the following conditions:
  - 1. The collection of samples shall be performed under reasonable and sanitary conditions.
  - 2. Samples shall be collected and tested with due regard to the privacy of the individual being tested, and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples.
  - 3. The collection of samples shall be documented, and the documentation procedures shall include labeling of samples, to reasonably preclude the probability of erroneous identification of test results. An opportunity shall be provided for the employee or prospective employee to provide notification of any information that he or she considers to be relevant to the test, including identification of currently or recently used prescriptions or non-prescription drugs, or other relevant medical information.
  - 4. Sample collection, storage, and transportation to the place of testing shall be performed in a manner that reasonably precludes the probability of sample misidentification, contamination or adulteration.
  - 5. Sample testing shall conform to scientifically accepted analytical methods and procedures.
  - 6. Testing shall include verification or confirmation of any positive initial screening test by gas chromatography, gas chromatography-mass spectroscopy, or other comparably reliable method.
- G. In the case of urine testing, an employee or prospective employee will submit a split urine sample. A split urine sample shall consist of at least 45 ml of urine. The urine shall be divided into two specimen bottles, with at least 30 ml of urine in one bottle and at least 15 ml of urine in the other. If the test results of the 30 ml urine sample indicate the presence of drugs, the donor of the test shall have 72 hours from the time he is so notified to request, at his option that the 15 ml urine sample be tested for the indicated drugs, the expense of which shall be divided equally between the donor and the City. The test results of both samples may be considered at any subsequent disciplinary hearing.



- H. Drug and alcohol testing will be conducted in compliance with federal, state and local laws, including but not limited to Utah Code Ann. s 34-41-101 *et seq.*

## **9-16 Workers' Compensation**

Any injury/illness occurring on the job must be reported to the employee's supervisor within a reasonable time after becoming aware of the injury or illness. The job related injury/illness shall be detailed on forms prescribed by the Utah Industrial Commission and the City. These forms must be completed and turned in to Human Resources within a reasonable time following the incident producing the injury/illness. These forms must be completed even if the employee is not treated by a physician. The City may require employees in safety sensitive positions\* to submit to a post-accident drug test if, based on the facts and circumstances of each case, there is an objectively reasonable basis for conducting such a test.

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

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

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

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

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

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

Return to work:

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

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

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
March 21, 2023**

**AGENDA ITEM: G2**

**SUBJECT:** Consideration and approval of Resolution #2023-11 approving an interlocal agreement between Riverdale City and Weber County Clerk's Office, Elections Division for services assisting the City in conducting 2023 and 2025 primary and general municipal elections.

**PRESENTER:** Michelle Marigoni, City Recorder

**INFORMATION:**

- a. [Executive Summary](#)
- b. [Resolution #2023-11](#)
- c. [Weber Clerk Interlocal Agreement](#)

**[BACK TO AGENDA](#)**



## City Council Executive Summary

For the Council meeting on:  
3/21/2023

Petitioner:  
Michelle Marigoni

### Summary of Proposed Action

Consideration of Resolution #2023-11 approving an interlocal agreement between Riverdale City and Weber County Clerk's Office, Elections Division for services assisting the City in conducting 2023 and 2025 primary and general municipal elections.

### Summary of Supporting Facts & Options

Renewal of interlocal agreement for Weber Elections to provide assistance in the general and municipal elections for 2023 and 2025.

### Legal Comments – City Attorney

\_\_\_\_\_  
Steve Brooks, Attorney

### Fiscal Comments – Business Administrator/Budget Officer

\_\_\_\_\_  
Cody Cardon,  
Business Administrator

### Administrative Comments – City Administrator

\_\_\_\_\_  
Steve Brooks,  
City Administrator



**RESOLUTION NO. 2023-11**

**A RESOLUTION OF RIVERDALE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT BETWEEN RIVERDALE CITY AND WEBER COUNTY CONCERNING AN INTERLOCAL AGREEMENT TO ASSIST WITH CITY ELECTIONS.**

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

**WHEREAS**, Riverdale City wishes to engage Weber County, and their expertise, equipment, assistance, and services in performing and providing election services to the general public; and.

**WHEREAS**, the Riverdale City Council has fully reviewed the attached Interlocal Agreement between Weber County and Riverdale City concerning a joint agreement for assistance in providing election services for the public and agrees to all the terms and conditions contained therein; and

**NOW THEREFORE**, the Riverdale City Council hereby approves the attached Interlocal Agreement (attached hereto as Attachment A and incorporated hereby) as written and authorizes the Mayor of Riverdale City or his representative to execute this Agreement on behalf of the City.

**RESOLVED** this 21st day of March, 2023.

\_\_\_\_\_  
Braden Mitchell  
Riverdale City Mayor

Attest:

\_\_\_\_\_  
Michelle Marigoni  
City Recorder

**VOTE:**

Alan Arnold	<input type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Absent
Bart Stevens	<input type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Absent
Steve Hilton	<input type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Absent
Anne Hansen	<input type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Absent
Karina Merrill	<input type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Absent

City Contract No. \_\_\_\_\_  
County Contract No. \_\_\_\_\_

**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN**  
**WEBER COUNTY**  
**on behalf of the**  
**WEBER COUNTY CLERK’S OFFICE, ELECTIONS DIVISION**  
**-AND-**  
**RIVERDALE CITY**

THIS AGREEMENT is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between WEBER COUNTY, a political subdivision of the State of Utah (“County”), on behalf of its Clerk’s Office, Elections Division, and Riverdale City (“City”). The County and the City may be referred to collectively as the “Parties” and may be referred to individually as a “Party.”

**WITNESSETH:**

WHEREAS, the County desires to provide the services of its Clerk’s office, Elections Division, to the City for the purpose of assisting the City in conducting the City’s 2023 and 2025 primary and general municipal elections; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on January 1, 2026. The term of this Agreement may be extended by mutual agreement in writing signed by all Parties. Either Party may cancel this

Agreement upon ninety (90) days written notice to the other party. Upon such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Weber County Clerk's Office, Elections Division, shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the City's 2023 and 2025 primary and general municipal elections.

3. **Legal Requirements.** The County and the City understand and agree that the 2023 and 2025 primary and general municipal elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the rate estimate given to the City by the County in Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty (30) days of receiving it. The invoice shall contain the number of active registered voters as of one week before Election Day, the rate used, and jurisdictions participating in the election(s). In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City

shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. ("Act"). Subject to the provisions of the Act, the City and County agree to indemnify and hold harmless the other Party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Act.

6. **Election Records.** The County shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The County shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws.

7. **Service Cancellation.** If the Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an



itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

8. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

9. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act ;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder of the City and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by

this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

10. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

12. **Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

RIVERDALE CITY

By: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
City Attorney

Date:\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By: \_\_\_\_\_  
Gage Froerer, Chair  
Commissioner Arrington Bolos voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_  
Commissioner Froerer voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
County Attorney

Date:\_\_\_\_\_

**Exhibit A**  
**2023 and 2025 Municipal Elections**  
**Scope of Work for Election Services**

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City shall be responsible for all public notice(s) required by law. The County may additionally publish election notices at its own discretion, but this does not relieve the City of its obligations to publish all public notices required by law.

The City shall be responsible for collecting and delivering ballots that are placed in drop boxes within their City to the County in a timely manner, in accordance with drop box procedures created by the County, and according to a schedule agreed upon by the City and the County up through and including the end of Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items. The County shall be responsible for collecting and delivering ballots that are placed in drop boxes within the County in a timely manner. The City shall be given the collection schedule ahead of time, however any and all changes to the schedule or method of collection are at the discretion of the County. The City shall be responsible for returning and delivering ballots on Election Night in accordance with drop box procedures created by the County and according to a schedule created by the County. The City shall be responsible for locking their drop boxes at exactly 8pm on Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items.

The City agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- ballot layout and design;
- ballot mailings;
- ballot printing;
- compensate vote center poll worker (Exhibit C);
- conduct audits (as required);
- conduct recounts (as needed);
- delivery of supplies and equipment;
- election day administrative support;
- operation of county wide vote centers (Exhibit C);
- poll worker recruitment and training;

- printing optical scan ballots;
- program electronic voter register;
- program and test voting equipment;
- provisional ballot verification;
- tabulate and report election results on County website; and
- update voter history database.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

**Exhibit B**  
**2023 and 2025 Municipal Elections**  
**Cost Estimate for Election Services**

Below is the good faith estimate for the upcoming **2023 and 2025 Municipal Elections** for Riverdale City. The City will be billed for the actual costs after each election, according to the County's cost per active registered voter. The per voter rate will not exceed \$2.25 per active registered voter per election. The number of active registered voters and cost per each will be determined by the registration deadline, one week prior to each election. See the table below for an estimated cost breakdown at the rate of \$2.25 per voter.

Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections, which will not exceed the estimated rate of \$2.25 per voter.

If one or more jurisdictions, other than the City, hold a special election within the same precinct as the municipal election, then the City shall pay the County the actual cost of the election for that precinct, divided by the number of participating jurisdictions within that precinct. See the table below for an estimated cost of an election with multiple participating jurisdictions at the rate of \$2.25.

A nominal administrative fee will be charged to each jurisdiction sharing a ballot, not to exceed \$0.05 per active registered voter.

<b>Example of the Impact of Cost Sharing Across Multiple Jurisdictions</b>			
<b>Number of Participating Jurisdictions</b>	<b>Active Registered Voters Per Precinct*</b>	<b>Estimated Rate</b>	<b>Total Cost Per Precinct</b>
<b>1</b>	1,143	\$2.25	\$2,571.75
<b>2</b>	1,143	\$1.17 (half plus \$0.05)	\$1,337.31
<b>3</b>	1,143	\$0.80 (1/3 plus \$0.05)	\$914.40

\*Largest precinct within municipality used as an example

<b>Estimated Cost per Election</b>		
<b>Active Registered Voters Per Municipality</b>	<b>Estimated Rate</b>	<b>Total Cost Per Municipality</b>
4,096	\$2.25	\$9,216

\*This table represents the total cost per municipality at the highest estimated rate, however cost is calculated per precinct (see table above)

**Exhibit C**  
**2023 Municipal Elections**  
**Core Vote Centers**

<b>2023 Locations*</b>	
Weber Center	
Ogden Valley Library	
Weber County Fairgrounds	

\*Vote Centers are subject to change in accordance with state law and the decision of the County.

Additional polling locations may be established by consent of both the City and the County, the cost of which will be borne by the City, and which would be in addition to the estimates provided in Exhibit B. The County does not guarantee that all vote centers will be used in a primary election.

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
March 21, 2023**

**AGENDA ITEM: G3**

**SUBJECT:** Consideration of Resolution #2023-14 approving a Surplus Water Sales Agreement with Roy City

**PRESENTER:** Steve Brooks, City Administrator/Attorney

**INFORMATION:**

- a. [Executive Summary](#)
- b. [Resolution #2023-14](#)
- c. [Roy City Surplus Water Sales Agreement](#)

**[BACK TO AGENDA](#)**





## City Council Executive Summary

For the Council meeting on:  
March 21, 2023

Petitioner:  
Steve Brooks, City Admin/Attorney/ Shawn Douglas

### Summary of Proposed Action

Consideration of Resolution 2023-14 approving a contract between Riverdale City and Roy City for water supply for residents on the west side of I-15.

### Summary of Supporting Facts & Options

As a result of a broken water line under I-15, Riverdale City has been negotiating with Roy City for culinary water in lieu of running another line under I-15. A previous version of this in draft form was presented to the Council in December 2022. This is the final negotiated version.

This agreement spells out a fair and far less expensive solution to our water dilemma on the west side of I15. Public works has been involved in these discussions and all parties agree that its fair and workable.

Council approval is recommended.

### Legal Comments – City Attorney

\_\_\_\_\_  
Steve Brooks, Attorney

### Fiscal Comments – Business Administrator/Budget Officer

\_\_\_\_\_  
Cody Cardon,  
Business Administrator

### Administrative Comments – City Administrator

\_\_\_\_\_  
Steve Brooks,  
City Administrator



**RESOLUTION NO. 2023-14**

**A RESOLUTION OF RIVERDALE CITY APPROVING A CONTRACT BETWEEN RIVERDALE CITY AND ROY CITY, TO PROVIDE CULINARY WATER TO RIVERDALE RESIDENTS LIVING IN AND AROUND 5100 SOUTH 1700 WEST; AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, recently the Riverdale City water line that passes under I-15 and serves Riverdale residents on the west side of I-15, broke and began to leak under the interstate; and

**WHEREAS**, because of the leak, the City was forced to terminate the water line service that supplied water to the residents located in or around 5100 South 1700 West; and

**WHEREAS**, the City contacted our neighboring city, Roy City and requested a temporary hook-up in an effort to provide uninterrupted water service to those residents and Roy City was willing to allow a temporary hook-up; and

**WHEREAS**, the Public Works Department has reviewed the matter and concluded that the costs to replace the line going under I-15 for such a small number of residents is costs prohibitive at this point; and

**Whereas**, the City again reached out to Roy City and inquired if a more long-term solution could be reached, and Roy City agreed; and

**WHEREAS**, the parties desire to enter into a contract between Riverdale City and Roy City, to provide treated water to the Riverdale residents and businesses located in or around 5100 South 1700 West, so long as surplus water is available to Roy City; and

**WHEREAS**, the Riverdale City Council previously reviewed and approved an early draft contract of this Agreement between Riverdale City and Roy City (December 2022-38) but more recent revisions and terms have now been finalized in the final Agreement: and

**WHEREAS**, the City Council of Riverdale City, Utah has reviewed the attached Agreement between Riverdale City and Roy City and agrees to all the terms and conditions contained therein and finds it to be in the best interests of the City; and

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

Section 1: That the City Council of Riverdale City does hereby approve the contract between Riverdale City and Roy City, attached hereto as Exhibit A.

Section 2: That the Council hereby authorizes the Mayor, or his designee, to execute the appropriate and necessary documents.

Section 3: This Resolution shall become effective immediately upon its passage.

**RESOLVED AND ADOPTED** by the City Council of Riverdale City, Utah, on the \_\_\_\_ day of March, 2023.

---

Braden Mitchell  
Mayor, Riverdale City

Attest:

---

Michelle Marigoni  
City Recorder

**VOTE:**

Alan Arnold	<input type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Absent
Bart Stevens	<input type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Absent
Steve Hilton	<input type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Absent
Anne Hansen	<input type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Absent
Karina Merrill	<input type="checkbox"/> Yea	<input type="checkbox"/> Nay	<input type="checkbox"/> Absent

Exhibit A

Resolution No. 23-9

**A RESOLUTION OF THE ROY CITY COUNCIL APPROVING SURPLUS WATER  
SALES AGREEMENT WITH RIVERDALE CITY.**

**WHEREAS**, Roy City owns and operates a water distribution system and is empowered to acquire water and water rights and to construct the necessary facilities to produce, treat, store, and distribute its water and enter into contracts with public entities for the purchase and delivery thereof; and

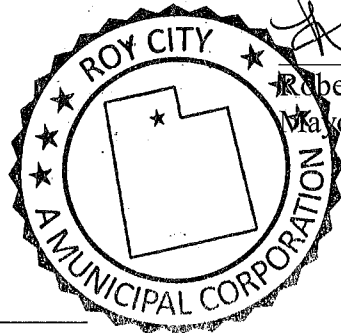
**WHEREAS**, Roy City has surplus water from a water source within its ownership or control; and

**WHEREAS**, Roy City, pursuant to Utah Code Ann. § 10-18-14, has offered to sell the surplus water to Riverdale City; and

**WHEREAS**, Riverdale City has agreed to purchase the surplus water; and

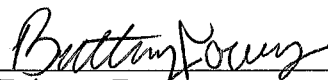
**NOW THEREFORE**, the Roy City Council resolves to enter into an agreement with Riverdale City for the sale and purchase of surplus water, attached as Exhibit "A".

Passed this 7<sup>th</sup> day of March 2023.



Robert Dandoy  
Mayor

Attested and Recorded:

  
Brittany Foyers  
City Recorder

This Resolution has been approved by the following vote of the Roy City Council:

Councilmember Sophie Paul	" Aye "
Councilmember Scadden	" Aye "
Councilmember Wilson	" Aye "
Councilmember Joe Paul	" Aye "
Councilmember Jackson	" Aye "

## Exhibit A

### SURPLUS WATER SALES AGREEMENT

This SURPLUS WATER SALES AGREEMENT ("Agreement") is made and entered into by and between the City of Roy, a municipal corporation organized under the laws of Utah ("Roy City") and the Riverdale City ("RIVERDALE CITY"), a municipality of the State of Utah.

#### RECITALS

A, **WHEREAS**, Roy City owns and operates a water distribution system and is empowered to acquire water and water rights and to construct the necessary facilities to produce, treat, store and distribute its water and enter into contracts with public and private entities for the purchase and delivery thereof; and

B. **WHEREAS**, Roy City provides water service to its inhabitants and has surplus water (as described in UTAH CODE ANN. §10-8-14, as amended) from water sources within its ownership or control that is available for purchase by RIVERDALE CITY; and

C. **WHEREAS**, a municipality may sell and deliver "surplus" water not required by the municipality or its inhabitants to others beyond the limits of the municipality as provided in Utah Code Annotated §10-8-14; and

D. **WHEREAS**, Roy City is willing to make surplus water available to RIVERDALE CITY for purchase by RIVERDALE CITY for sale and delivery to its residents for municipal, domestic, and other beneficial uses.

**NOW THEREFORE**, for the mutual promises herein contained and for good and valuable consideration herein described the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

#### AGREEMENT

1. Sale of Surplus Water. After satisfaction of the conditions stated in paragraphs 2, 3 and 4 of this Agreement, Roy City will annually make surplus culinary water available to RIVERDALE CITY in an amount not to exceed 15-acre feet per year, and RIVERDALE CITY will purchase from Roy City so much of the available surplus culinary water as may be required to serve RIVERDALE CITY for its municipal, domestic, and other beneficial uses. Nothing in this Agreement shall be construed to preclude or limit the ability of Roy City to make additional surplus culinary water, in excess of the amount stated above, available to RIVERDALE CITY should the parties agree to do so.

2. State Engineer Approval. Roy City must obtain final non-appealable approval from the State Engineer of Utah for Roy City's surplus water to be sold to RIVERDALE CITY for its beneficial use.

3. Delivery Line Construction. RIVERDALE CITY shall purchase, construct, operate, maintain, repair and/or replace, at its sole expense and without any cost or other obligation to Roy City any delivery lines, appurtenant fixtures, or other facilities involved in making surplus water available to RIVERDALE CITY from the Roy City water line located at approximately 5100 South 1700 West.

4. RIVERDALE CITY shall provide Roy City with meter readings for each connection on or before the 1<sup>st</sup> of each month.5. Contractor Selection. RIVERDALE CITY shall get Roy City's concurrence in the selection and hiring of a contractor to perform any work required under this agreement.

6. Place of Delivery. Roy City will deliver surplus water to RIVERDALE CITY+ at the point of delivery located at the outlet side of meter at approximately 5100 South 1700 West.

7. Terms of Payment.

(a) RIVERDALE CITY shall pay the same water usage rates as provided in the Roy City Residential/Commercial Utility Rate Schedule for water usage for each connection. The utility rate charge may be subject to annual adjustments for increases in utility fees. Adjustments shall be made by Roy City beginning July 1, 2023 and every year thereafter for life of this Agreement. In the event that any Court having jurisdiction declares or rules that the rates charged herein are not reasonable, Roy City may terminate this Agreement.

(b) All charges shall be billed monthly and RIVERDALE CITY shall pay in full the undisputed portion of the charges within 30 days of the billing statement date. Roy City may assess interest or late payments at an annual interest rate of twelve percent (12%) (based on a 360 -day year comprised of twelve 30-day months.) Should RIVERDALE CITY in good faith dispute the amount of any billing, RIVERDALE CITY shall notify Roy City of the disputed portion of the bill and of the basis for the dispute on or before the due date of the subject billing statement. Roy City and RIVERDALE CITY agree to attempt in good faith to resolve billing disputes and RIVERDALE CITY agrees to pay any unpaid amount due Roy City promptly after resolution of the disputed amount.

(c) Should Roy City question the accuracy of the meter that measures the amount of water delivered to RIVERDALE CITY, the meter shall be tested by an expert that is mutually acceptable to Roy City and RIVERDALE CITY. If the meter is found to be inaccurate by more than 5%, bills for the current billing period shall be adjusted accordingly and the meter shall either be repaired and retested, or replaced and the replacement meter tested, at the sole cost of RIVERDALE CITY. Before the repaired meter or the new meter maybe placed into service, however, they must test to an accuracy of no more than plus or minus 3%. If the test shows the meter to be accurate within 5%, the cost of the test shall be paid by Roy City. If the test reflects that the meter is inaccurate by more than 5%, the cost of the test shall be paid by RIVERDALE CITY. Roy City may not request that the meter be tested more than twice during any calendar year. Roy City may, at its cost, test the accuracy of the meter as frequently as Roy City may desire.

8. Water Shortage. If it appears that because of water shortages Roy City cannot make available to RIVERDALE CITY each month surplus culinary water upon 180-day notice to RIVERDALE CITY, Roy City may terminate such water sales. In the event of an emergency resulting in temporary interruptions in water deliveries, such as a break in the main line, etc., Roy City may reduce water deliveries to RIVERDALE CITY upon providing reasonable notice to RIVERDALE CITY.

9. Change Applications. Roy City shall make any change application or other filing required by Utah law or the State Engineer concerning the water covered pursuant to this Agreement, and any Change Application or other filing made pursuant to this paragraph shall be in Roy City's name, and at Roy City's sole expense, except for payments identified herein. RIVERDALE CITY shall cooperate with and support Roy City in filing and prosecuting such Change Applications. Such cooperation and support shall include, but not be limited to, not protesting the Change Applications, requiring that its members not protest such Change Applications, testifying in support of such Change Applications, and providing all information necessary to Roy City for the filing and prosecution of such Change Applications.

10. Use of Water. The water made available each year under this Agreement shall be used by RIVERDALE CITY solely for municipal, domestic and other beneficial uses.

11. Effective Date and Term of Agreement. This Agreement shall be effective \_\_\_\_\_ and shall continue for 30 years. The parties, however, may terminate this Agreement at any other time upon their mutual and written consent. Also, Roy City or RIVERDALE CITY shall have the right to terminate this Agreement upon thirty (30) days' prior written notice if: (1) either party breaches any material provision of the Agreement and fails to cure the same within the said thirty (30) days, or (2) if due to circumstances beyond the breaching party's control the cure cannot be reasonably effectuated within the said thirty(30) days and the breaching party fails to cure the same within a reasonable period working with due diligence. Either party may terminate this agreement for convenience upon two years' prior written notice.

12. Sale to Third Party. Should Roy City enter into an agreement to sell or otherwise supply water for use outside of the incorporated limits of Roy City to any third party after the effective date of this Agreement, the rights of said third party under that agreement shall be junior and inferior to the rights of RIVERDALE CITY under this Agreement.

13. Ownership. RIVERDALE CITY will own any delivery lines, appurtenant fixtures, or other facilities downstream from the connection located at approximately 5100 South 1700 West.

14. Indemnity. Each party agrees to defend, pay on behalf of, indemnify, and hold harmless the other party, its elected and appointed officials, employees, agents and volunteers against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the other party, its elected and appointed officials, employees, agents, or volunteers for injury or damage of any kind which arises out of or is in any way connected or associated with this contract and the negligent conduct of the offending party. Notwithstanding the foregoing, both parties are governmental entities under the Governmental Immunity Act of Utah, as provided in Utah Code Section 63G-7-101, et seq. and neither party waives any defenses or limitations of liability otherwise available under the Act, and maintains all privileges, immunities, and other rights granted by the Act.

15. Insurance. Without limiting Roy City's right to indemnification as set out above in section 14, and notwithstanding the mutual indemnification provisions therein, RIVERDALE CITY shall require its contractor to secure prior to commencing any work under this Contract, insurance coverage as follows:

- (1) Worker's Compensation insurance: in addition to other required insurance, the Contractor shall obtain and maintain during the life of the Construction Contract, worker's compensation insurance as required by the State of Utah for all Contractor's employees employed at the site of the work. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide worker's compensation insurance for the latter's employees, unless such employees are otherwise covered and protected as required by Laws and Regulations.
- (2) Commercial General Liability Insurance (CGL): Contractor shall secure and maintain during the life of the Construction Contract and at all times thereafter when Contractor may be correcting, removing or replacing Defective Work, a Commercial General Liability Insurance policy. This policy shall be at least as broad as the Insurance Services Office Commercial General Liability coverage ("Occurrence" form). The policy shall protect the Contractor, the City, the Engineer, and any subcontractor performing work covered by the Construction Contract from claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from Contractor's operations under this Construction Contract, whether such operations be by the Contractor, by any subcontractor, or by Any one directly or indirectly employed by either of them. Unless specified otherwise in the Supplementary Conditions, the minimum amounts of such insurance for each occurrence shall be the greater of either the minimum amounts stated in Section 63-30-34 Utah Code Annotated, or \$1,000,000 combined single limit per occurrence \$4,000,000 aggregate, for bodily injury, personal injury and property damage. If State of Utah limits are increased or limits are declared to be unconstitutional, policy limits shall be increased to new State of Utah limits or, in the event it of unconstitutionality, \$4,000,000.
- (3) Business Automobile Liability Insurance: Whenever Contractor or any subcontractor shall use or operate automobiles, trucks or other vehicle on public streets and highways in complying with the terms and conditions of the Construction Contract, Contractor or each Subcontractor shall carry business liability insurance with limits of not less than the greater of either \$1,000,000 combined single limits per accident for bodily injury and property damage or, in the minimum amounts of coverage stated in Section 63-30-34, Utah Code Annotated. If State of Utah limits are increased or limits are declared to be unconstitutional, policy limits shall be increased to new State of Utah limits, or in the event of unconstitutionality, \$2,000,000.
- (4) RIVERDALE CITY shall also maintain for the entire term of this agreement a Commercial General Insurance policy with an insurance company and in amounts that are acceptable to Roy City. Both RIVERDALE CITY and its contractors or subcontractors' insurance policies should list Roy City and its officials, employees, agents, and volunteers as additional insureds. All Commercial General Liability Insurance, Business Automobile Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days advance written notice of cancellation, nonrenewal reduction and/or material change shall be sent to: Roy City Manager, 5051 South 1900 West, Roy City, Utah 84067.



16. Force Majeure. In case by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then each such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, and the obligations of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove and overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Utah, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, was riots, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery or collection lines, partial or complete inability of Roy City to transport culinary water to Riverdale on account of any other cause not reasonably with in the control of the party claiming such inability.

17. No Third-Party Beneficiaries/No Joint Venture. This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties. This Agreement shall not constitute a joint venture or joint undertaking between Roy City and RIVERDALE CITY and does not constitute a combining of the two water systems.

18. Notices. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when personally delivered or sent by certified or registered United States Mail to the respective addresses of Roy City and RIVERDALE CITY as set forth below or delivered by confirmed telefax to the telephone numbers listed below.

If to Roy City:

City of Roy  
c/o City Manager of Roy City  
5051 South 1900 West  
Roy City, Utah 84067  
with a copy to:

If sent to RIVERDALE CITY:

Riverdale City  
c/o City Administrator  
4600 South Weber River Drive  
Riverdale, UT 84405

19. Compliance. Both parties agree to comply with all federal, state, and local laws during the entire term of this agreement.

20. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

21. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and supersedes any prior understanding, representation, or agreement of the parties regarding the subject matter hereof.

22. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

23. No Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute waiver of that or any other right, unless expressly provided herein. Either party may, by written notice delivered in the manner provided in this Agreement, but shall not be under obligation to, waive any of its rights or any conditions to its obligations hereunder, or any covenant or duty of any other party. No waiver shall affect or alter the remainder of this Agreement, and each and every covenant, duty, and condition thereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

24. Persons Bound by Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

25. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called upon to pay, a reasonable sum for the prevailing party's attorney's fees.

26. Authorization. Each individual executing this Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth for which he or she signs.

27. Rights and Remedies. The parties shall have all rights and remedies provided under Utah law for a breach or threatened breach of this Agreement. Such rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

28. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement that are necessary and proper to make effective the provisions of this Agreement.

29. Execution of Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.


30. Severability. In the event that any provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other provision herein contained. If such provision

shall be deemed invalid due to its scope or breadth, such provision shall be valid to the extent of the scope or breadth permitted by law.

31. RIVERDALE CITY will not assign, transfer, or convey its interest in this Agreement without the prior written consent of Roy City.

**IN WITNESS WHEREOF**, each party to this Agreement has caused it to be executed on the date indicated below.

ROY CITY

By:   
Title: Mayor

Attest:   
City Recorder

Date: 3/1/23

RIVERDALE CITY

By: \_\_\_\_\_  
Title: Mayor

Attest: \_\_\_\_\_  
City Recorder

Date:

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
March 21, 2023**

**AGENDA ITEM: G4**

**SUBJECT:** Consideration of Small Subdivision proposal for Crossroads at Riverdale Subdivision located at approximately 4844 South 1500 West, as requested by Riverdale Commercial Holdings, LLC and AWA Engineering.

**PRESENTER:** Mike Eggett, Community Development Director

**INFORMATION:**

- a. [Exec Summ Crossroads Riv Small Sub – CC \[20230321\] Crossroads](#)
- b. [Riv Small Sub Plat CC Review – 20230316](#)
- c. [Dept Staff Reports – Crossroads Riv Subdiv CC \[20230316\]](#)
- d. [City Eng Review letter #2 – Crossroads at Riverdale Plat 20230316](#)
- e. [Crossroads Riv Subdiv Update App – 20230131](#)
- f. [2023-01-30 Crossroads at Riverdale Final](#)
- g. [2023-01-30 Crossroads at Riverdale Prelim](#)

**[BACK TO AGENDA](#)**



## City Council Executive Summary

For the Council meeting on: 3-21-2023

Petitioner: Anderson Wahlen & Associates, Inc. and  
Riverdale Commercial Holdings, LLC.  
Represented by Jake Tate

### Summary of Proposed Action

Riverdale Commercial Holdings, LLC, as represented by Jake Tate, have applied for a Small Subdivision Plat review and approval for the Crossroads at Riverdale Subdivision proposal located at approximately 4826-4902 South 1500 West in a Regional Commercial (C-3) zone. The proposed small subdivision plan is before the City Council for final approval consideration of the proposed plat. A public hearing is not required for review of this proposed subdivision.

On February 14, 2023, this small subdivision plat was reviewed and discussed by the Planning Commission. At the conclusion of the discussion, the Planning Commission approved the preliminary plat and submitted a favorable recommendation to City Council to approve the subdivision plat.

Following the presentation and discussion of the subdivision plat proposal, the City Council may make a motion to provide approval of the final subdivision plat, provide approval with additional requirements and criteria, or not approve the proposed Crossroads at Riverdale Subdivision final plat with the appropriate findings of fact. Should this proposal receive final approval, the plat would be prepared and completed for signing and final recordation with the Weber County Recorder's Office.

### Title 10 Ordinance Guidelines (Code Reference)

This Small Subdivision Plat review is regulated under City Code 10-21 "Subdivisions" (specifically 10-21-12 for Small Subdivisions) and is affected by City Codes 10-10A "Regional Commercial (C-3) Zone", 10-14 "Regulations Applicable to All Zones", 10-15 "Parking, Loading Space; Vehicle Traffic and Access", and 10-25 "Development in All Zones".

The petitioner's properties are currently listed in the County Records under the ownership of Riverdale Commercial Holdings, LLC. These properties are currently vacant and awaiting a future site plan development project for these properties.

Attached with this executive summary is a supplementary document addressing items on the Preliminary Site Plan application and as directed by 10-21 of the City Code. Also attached, following this executive summary, are comments from the contracted City Engineer, Public Works Department, Fire Department, and Police Department. The City Council should discuss these summaries and any noted Planning Commission and/or staff concerns.

Staff encourages the City Council to review this matter, including concerns outlined herein, and then discuss with the petitioner concerns associated with this application. Staff would then recommend that the City Council make a motion to provide approval of the final subdivision plat, provide approval with additional requirements and criteria, or not approve the proposed Crossroads at Riverdale Subdivision final plat with the appropriate findings of fact.

General Plan Guidance (Section Reference)	
The General Plan use for this property is currently set as “Planned Commercial - High” and this proposed subdivision complies with this land use designation.	
Legal Comments – City Attorney	
	<div>_____</div> <div>Steve Brooks, Attorney</div>
Administrative Comments – City Administrator	
	<div>_____</div> <div>Steve Brooks, City Administrator</div>



## Small Subdivision Review – Crossroads at Riverdale Subdivision, 4826-4902 South 1150 West

*Completed by Mike Eggett, Community Dev. Director on 2/9/2023 and 3/16/2023*

**Recommendation:** City staff recommends that the Council examine and review this proposed small subdivision review. Items of consideration or note have been highlighted in yellow for potential discussion purposes. City staff recommends that the City Council act accordingly to approve the small subdivision proposal, approve the small subdivision plat with additional comments or concerns to be addressed by the developer, or not approve the small subdivision plat proposal for the Crossroads at Riverdale Subdivision project.

Date Plan Submitted to City: (Must be at least two weeks prior to Planning Commission meeting)	January 31, 2023 and update on February 22, 2023
Date Application Submitted to City:	January 31, 2023
Date Fee Paid:	Paid on February 1, 2023 (see application and receipt for details)
<b>Subdivision/Site Plan – Requirements</b>	<b>Departmental Review Comments</b>
COVER SHEET	Not applicable
PLAT SHEET	Provided
<u>Title Block</u>	
Project name and address	Project name and address shown
Property Owner's name, address, and phone number	Riverdale Commercial Holdings, LLC, 95 West 100 South, Suite 340, Logan, Utah 84321, 435-227-2410
Developer's name, address, and phone number	Riverdale Commercial Holdings, LLC, 95 West 100 South, Suite 340, Logan, Utah 84321, 435-227-2410
Approving Agency's name and address	Riverdale City, 4600 So. Weber River Drive, Riverdale, Utah 84405
Consulting Engineer's name, address, and phone number	Anderson Wahlen & Associates, 2010 North Riverdale Road, Salt Lake City, Utah 84116, 801-521-8529



Consulting Engineer's stamp, signature, and license expiration date	Anderson Wahlen & Associates, 2010 North Riverdale Road, Salt Lake City, Utah 84116, 801-521-8529; engineer's stamp and signature not needed
Licensed Land Surveyor's name, address, phone number, signature, and seal	Anderson Wahlen & Associates, 2010 North Riverdale Road, Salt Lake City, Utah 84116, 801-521-8529; surveyor's seal shown and <u>signature not provided yet</u> (this is anticipated)
Date	Shown, February 2023
Sheet number and total sheets	2 total plat sheets
Names of approving agents with titles, stamps, signatures, and license expiration dates	Names of approving agents, titles shown; <u>may need to include utility company blocks where requested/required</u>
Names of approving departments (Attorney, Planning Commission, Mayor, Engineer)	Shown on plat
<u>Layout</u>	
Street Names	Shown – 1500 West, Riverdale Road, Interstate I-84, and 4800 South
Layouts of lots with lot numbers	5 lots shown, proposed addresses shown on page 2 plat document
Bearings and distances for all property lines and section ties	Shown, defer to City Engineer review
Boundary and Legal description	Shown, defer to City Engineer review
Adjacent tract ownership and tax identification numbers	Tract ownership names and tax ID shown
Scale (minimum 1"=50')	Yes, scale is shown as 1" = 150'
North arrow	Yes
Owner's dedication certificate for subdivision (Notary Acknowledgement)	Yes, shown
Landscaping (location and type with area calculations)	No landscaping plan shown nor required for this subdivision due to no change to site plans
Location of exterior lighting devices, signs, and outdoor advertising	Exterior lighting devices (street lights) not applicable; no anticipated subdivision signage locations shown, if applicable
Location of underground tanks, dumpsters, etc	No underground tanks shown for this site; no need to identify dumpsters for this subdivision
<u>Additional Information</u>	
Benchmark	Shown, defer to City Engineer review
Basis of bearings	Shown, defer to City Engineer review
Legend	Yes, shown

Existing easements, structures, and utility lines: Approval to cross, use, or relocate	Existing easements identified and shown on Sheet 2 of plat documents; existing structures on site shown; existing utility lines shown; <u>unsure of approvals provided to cross, use, relocate;</u> new project easements are shown on main subdiv plat so they are recorded with plat
<i>PLAN AND PROFILE SHEETS</i>	Not applicable
<i>DETAILED DRAWINGS</i>	Not applicable
<i>ADDITIONAL INFORMATION</i>	
Soils report	Geotech has been provided for subdivision project as completed by GSH Geotechnical, Inc. on September 8, 2021
Water right transfer documentation	<u>Water rights transfer will need to occur with the site plan process; defer to PW Director</u>
Three large full set of plan drawings (24x36), one full set of plan drawings (11x17 sized), and one digital full set copy of plan drawings	Yes, provided as requested
Corp of Engineers approval (if required)	Not applicable or required
Zoning compliance	Yes, Regional Commercial (C-3) and meets intended uses for subdivision
RDA compliance (if applicable)	Not applicable in this matter
Use compliance	Yes, subdivision request complies with C-3 zoning requirements and standards
Engineering comments and letter of approval recommendation	City Engineer, Public Works, Building Official, Fire Dept, and Police Dept comments provided
Traffic study	Not applicable unless requested by City or PC
All Planning Commission and City Staff conditions for approval have been met	<u>Currently consideration of Small Subdivision Plat submission being reviewed for approval and consideration by the City Council</u>

## DEPARTMENTAL STAFF REPORTS – 2/8/2023 to 3/16/2023

**From:** Shawn Douglas

**Sent:** Thu 3/16/2023 1:02 PM

**To:** Mike Eggett

**Subject:** RE: Updated Review comments for CC meeting RE: Crossroads at Riverdale Plat

I'm good with this. Thanks

**Shawn Douglas**

Riverdale City Public Works

801-394-5541 ext 1217

[Sdouglas@riverdalecity.com](mailto:Sdouglas@riverdalecity.com)

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**From:** Scott Brenkman

**Sent:** Mon 3/13/2023 8:16 AM

**To:** Mike Eggett

**Subject:** RE: Updated review comments needed for Crossroads at Riverdale Small Subdivision proposal - Council consideration

I do not have any concerns.

Thanks,

**Chief Scott Brenkman**

Riverdale Police Department

4580 S. Weber River Dr.

Riverdale, UT 84405

(801)394-6616

[sbrenkman@riverdalecity.com](mailto:sbrenkman@riverdalecity.com)

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**From:** Jared Sholly

**Sent:** Thu 3/9/2023 2:51 PM

**To:** Mike Eggett

**CC:** Randy Koger

**Subject:** RE: Updated review comments needed for Crossroads at Riverdale Small Subdivision proposal - Council consideration

I have no issues, but support Randy if he finds something.

*Jared Sholly*

*Fire Chief*

*Riverdale City Fire Department*

Cell: 801-628-6562  
Office: 801-394-7481

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**From:** Randy Koger  
**Sent:** Wed 2/8/2023 4:48 PM  
**To:** Mike Eggett  
**CC:** Jared Sholly  
**Subject:** RE: Review comments needed for Crossroads at Riverdale Small Subdivision proposal

I have no additional recommendations at this time.

Comments made during this review are advisory and do not prevent the necessity of conforming with requirements which might have been overlooked in the review process. Ultimate responsibility for compliance rest with the owner.

A handwritten signature in black ink that reads "Randy S. Koger". The signature is written in a cursive, flowing style.

**Fire Marshal/Code Enforcement Officer**  
**Riverdale City**  
**801-436-1241**

16 March 2023

Riverdale City  
4600 South Weber River Drive  
Riverdale, Utah 84405

Attn: Mike Eggett, Community Development Director/RDA Deputy Executive Director  
Proj: **Crossroads at Riverdale**  
Subj: Subdivision Preliminary and Final Plat Review – recommend approval

Dear Mike,

We have reviewed the “Plat” for the Crossroads at Riverdale and find they meet the standards of Riverdale City. I herewith recommend approval of the “Plat”.

As a reminder an electronic copy of the Plat must now be submitted to our office and to the Public Works Department for record keeping.

If you have any questions, feel free to contact our office at 801-866-0550.

Sincerely,  
**CEC, Civil Engineering Consultants, PLLC.**



R. Todd Freeman, P.E., S.E.  
*City Engineer*

Cc. Shawn Douglas, Public Works Director  
Jeff Woody, Building Official and Inspector



# Riverdale City

Community Development  
4600 So. Weber River Drive  
Riverdale, Utah 84405

10-34-1500

## RIVERDALE CITY PLANNING COMMISSION APPLICATION FOR COMMERCIAL SUBDIVISION SITE PLAN APPROVAL

CASE NO: 2023-02 DATE SUBMITTED: 1/31/23

APPLICANT'S NAME: Jake Tate

ADDRESS: 2010 North Redwood Road, Salt Lake City, UT 84116

PHONE: 801-410-8505 TAX I.D. No: 08-152-0008, 08-092-0024, 08-098-0030,  
08-098-0056, 08-098-0031, 08-098-0080

ADDRESS OF SITE: 4844 S. 1500 W., 4816 S. 1500 W., 4804 S. 1500 W.

APPLICANT'S INTEREST: Owners Authorized Representative

Application is hereby made to the Riverdale City Planning Commission requesting that a

commercial subdivision consisting of 5 Lots lots be approved on 797,446 S.F. or 18.307 Acres of  
(number of lots) (sq. ft./acreage)

property in the C-3 zone in accordance with the attached site plan.

Jake Tate  
Signature of Applicant

Brant Will  
Signature of Property Owner

I authorize Anderson, Wahlen & Associates - Jake Tate to act as my representative in all matters relating to this application.

Brant Will  
Signature of Property Owner

NOTE: A fee will be charged at the time the site plan is submitted for review - \$200 per lot/unit

Fee: \$ 1000.00 Date paid: 2/1/2023

Planning Commission set public hearing: Yes ☐ No ☒ Date of Public Hearing: N/A

Planning Commission scheduled to hear this application for site plan approval on:

Date: 2/14/2023 Decision of Commission: Approve Prelim + Recommend Council

City Council scheduled to hear this application for site plan approval on:

Date: 3/21/2023 Decision of Council: Approval



Riverdale City  
4600 South Weber River Drive  
Riverdale, UT 84405  
(801) 394-5541

XBP Confirmation Number: 137035408

Transaction detail for payment to Riverdale City.		Date: 02/01/2023 - 5:01:08 PM MT	
Transaction Number: 191794355PT Visa — XXXX-XXXX-XXXX-8211 Status: Successful			
Account #	Item	Quantity	Item Amount
10341500	Zoning ampamp Subdiv. Fee	1	\$1000.00
Notes: SITE PLAN APPROVAL FEE 4844 S 1500 W 4816 S 1500 W 4804 S 1500 W			

**TOTAL: \$1000.00**

Billing Information  
BRENT WILLIE  
84405

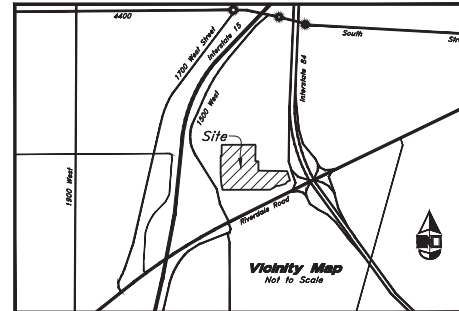
Transaction taken by: Admin cjacobsen



# Crossroads at Riverdale

A part of the Southeast Quarter of Section 12, and the Northeast Quarter of Section 13,  
Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey  
Riverdale City, Weber County, Utah  
January 2023

Scale: 1" = 150'



## Surveyors Certification

I, David M. Hamilton, do hereby certify that I am a Licensed Professional Land Surveyor in the State of Utah and that I hold Certificate No. 12966234. In accordance with Title 36, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act, I further certify that, and on behalf of AWA that by authority of the owners, I have completed a survey of the property described on this Subdivision Plat in accordance with Sections 17-25-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to retrace or reestablish this plat; and that the information shown herein is sufficient to accurately establish the lateral boundaries of the herein described tract of real property, hereafter known as Crossroads at Riverdale.

## Boundary Description

A part of the Southeast Quarter of Section 12, and the Northeast Quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, in Riverdale City, Weber County, Utah:

Beginning at the point of beginning of that certain Warranty Deed conveyance to the State Road Commission of Utah recorded as Entry No. 436816 in Book 797 of Page 487 in the Official Records of Weber County, located 99.00 feet South 93°54'14" West along the Quarter Section Line from the North Quarter Corner of said Section 13; and running thence along the Southerly and Easterly lines of said conveyance and of 1300 West Street the following three courses: North 89°54'45" East 18.50 feet; North 0°54'34" East 99.50 feet; and North 1°13'43" East 96.25 feet to a line established by that certain Final Order of Condominium recorded in Book 889 of Page 0139 of the Official Records of Weber County; thence North 12°43'56" East 51.62 feet along said line to the Southeast Corner of Lot 1 of AFUC Corporate Campus Subdivision recorded as Entry No. 3261328 in Book 94 of Pages 55-58 of the Official Records of Weber County; thence along the Southerly and Westerly lines of said Lot 1 the following five courses: North 89°50'40" East 639.18 feet to a point on a curve; South 89°50'40" East 100.00 feet radius curve to the right a distance of 42.50 feet (Center Bears South 89°56'30" West, Central Angle equals 24°12'25" and Long Chord Bears South 11°17'17" East 42.18 feet) to a point of tangency; South 0°48'55" West 277.67 feet; South 89°11'05" East 60.00 feet; South 0°48'55" West 181.29 feet; and South 89°11'05" East 558.44 feet to the Westerly Line of Interstate Highway I-84 as it is monumented on the ground; thence South 18°34'23" East 189.14 feet along said Westerly Line to the Northwesterly Line of Riverdale Road as it exists on the ground; thence along said Northwesterly Line the following seven courses: South 69°05'43" West 55.41 feet; South 87°51'59" West 55.69 feet; South 12°05'04" West 145.99 feet; North 70°29'42" West 23.79 feet; South 61°08'10" West 18.05 feet; South 60°21'56" West 144.96 feet; and South 89°54'45" West 56.85 feet to the Northeast Corner of Maverik Riverdale Subdivision recorded as Entry No. 3229989 in Book 92 of Page 49 of the Official Records of Weber County; thence South 89°54'45" West 903.49 feet along the Northerly line of said Maverik Riverdale Subdivision to the Quarter Section Line; thence North 0°54'34" East 655.49 feet along said Quarter Section Line to the point of beginning.

## Narrative

This Subdivision was requested by Riverdale Commercial Holdings, LLC for the purpose of creating 5 lots.

The field measurements were collected with VRS methods which verified the Weber County calculated bearing of North 89°11'40" West between recovered monuments marking the Southeast and Southwest Corners of Section 12, T5N, R2W, and the full mile between monuments recovered for the East and West Quarter Corners of Section 12, T5N, R2W, as measured as South 89°52'00" West. The Monument marking the South Quarter Corner of Section 12 was also recovered and honored.

This Subdivision retraces and honors an underlying 2021 Survey and the adjacent 2022 Maverik Riverdale and AFUC Corporate Campus Subdivisions by AWA.

## Notes

**Culinary Water Facilities:** All facilities i.e., pipes, service laterals, valves, bends, thrust blocks, fire hydrants, miscellaneous fittings are the sole responsibility of the property owners to manage and repair to the City Standards when failures occur.

**Sanitary Sewer Facilities:** All facilities i.e., pipes, manholes, laterals, pipeline cleaning, sewer backups are the sole responsibility of the property owners to manage and repair to the City Standards when failures occur.

**Storm Water Facilities:** All facilities i.e., pipes, manholes, inlet catch basins, office and office control structures, detention storage basins, overflow spillways are the sole responsibility of the property owners to manage and repair to the City Standards when failures occur.

**Roadways and Sidewalks Facilities:** All hard-surfacing facilities are the sole responsibility of the property owners to manage and repair to the City Standards when failures occur.

## Owner's Dedication

Know all by these presents that we, the undersigned Owners of the described tract of land hereon, having caused the same to be subdivided into Lots to hereafter be known as Crossroads at Riverdale, and do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use, and do warrant, defend, and save the City harmless against any easements or other encumbrances on the dedicated streets which will interfere with the City's use, operation, and maintenance of the streets and do further dedicate the easements as shown for the use by all suppliers of utility or other necessary services.

In witness whereof I have hereunto set my hand this \_\_\_\_\_ Day of \_\_\_\_\_ AD, 20\_\_\_\_.

\_\_\_\_\_ Riverdale Commercial Holdings, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

## Acknowledgment

State of \_\_\_\_\_ County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, the undersigned Notary Public, \_\_\_\_\_ of Riverdale Commercial Holdings, LLC, by authority of its members or its officers or organization, and they acknowledged to me that said limited liability company executed the same.

Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Print Name \_\_\_\_\_ A Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

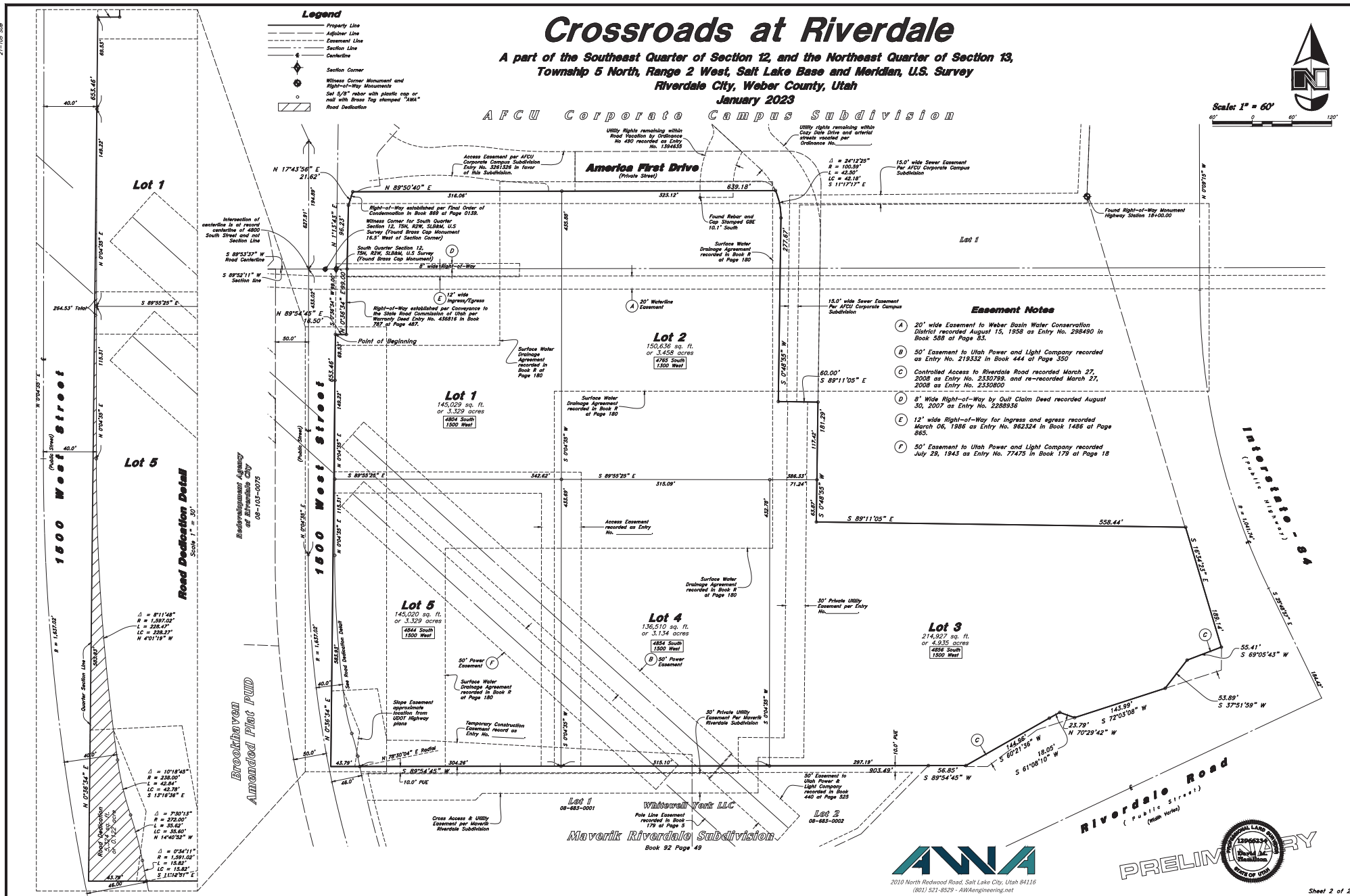
Sheet 1 of 2

<b>Approving Agency</b> Riverdale City 4600 S. Weber River Dr. Riverdale, UT 84405	<b>Owner/Developer</b> Riverdale Commercial Holdings, LLC 95 W 100 S Suite 500 Layton Utah, 84041	<b>Weber County Recorder</b> ENTRY NO. _____ FILED FOR RECORD AND RECORDED IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____, RECORDED FOR _____ WEBER COUNTY RECORDER BT: _____ DEPUTY
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<b>Riverdale City Planning Commission</b> Approved by the Riverdale City Planning Commission on the _____ Day of _____, 20____. Chair, Riverdale City Planning Commission	<b>Riverdale City Engineer</b> I hereby certify that I have carefully investigated the lines of Survey of the foregoing plat and legal description of the land embraced therein, and find both to be correct and to agree with the line and monuments on record in this office. Signed this _____ Day of _____, 20____. Riverdale City Engineer	<b>Riverdale City Approval</b> This is to certify that this plat and dedication of this plat were duly approved and accepted by the City Council of Riverdale City, Utah. This _____ Day of _____, 20____. Riverdale City Mayor Attest:
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# Preliminary Crossroads at Riverdale

A part of the Southeast Quarter of Section 12, and the Northeast Quarter of Section 13,  
Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey  
Riverdale City, Weber County, Utah  
January 2023

AFCU Corporate Campus Subdivision

America First Drive  
(Private Street)

Lot 2  
150,636 sq. ft.  
or 3.459 acres  
4765 South  
1500 West

Lot 1  
145,029 sq. ft.  
or 3.329 acres  
1802 South  
1500 West

Lot 5  
45,020 sq. ft.  
or 3.329 acres  
4834 South  
1500 West

Lot 4  
136,510 sq. ft.  
or 3.134 acres  
4834 South  
1500 West

Lot 3  
214,527 sq. ft.  
or 4.935 acres  
4834 South  
1500 West

Maverik Riverdale Subdivision  
Book 92 Page 49

Whitetail York LLC  
Pole Line Easement  
reverted to Book  
179 of Page 5

Lot 1  
08-883-0001

Lot 2  
08-883-0002

ANNA

2010 North Redwood Road, Salt Lake City, Utah 84116  
(801) 521-8529 - AWAengineering.net

Scale 1" = 60'

0' 60' 120'



## Legend

- Property Line
- Adjuster Line
- Easement Line
- Section Line
- Centerline
- Section Corner
- Witness Corner Monument and Right-of-Way Monument
- Set 5/8" rebar with plastic cap or nail with Brass Tag stamped "ANA"
- Road Dedication

Lot 1

Lot 5

Road Dedication Detail  
Scale 1" = 20'

Brookhaven  
Amended Plat PWD

Interstate - 84

Riverdale Road  
(Public Street)  
(With Yards)

PRELIMINARY

