



**RIVERDALE CITY COUNCIL AGENDA  
CIVIC CENTER - 4600 S. WEBER RIVER DR.  
TUESDAY – MARCH 3, 2015**

**5:30 p.m. – Work Session (City Council Conference Room)**

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

**Executive Session (City Council Conference Room)**

Consideration of adjournment into Closed Executive Session for the purpose of discussing the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a).

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

**A. Welcome & Roll Call**

**B. Pledge of Allegiance**

**C. Moment of Silence**

**D. Open Communications**

(This is an opportunity to address the City Council regarding your concerns or ideas. Please try to limit your comments to three minutes.)

**E. Presentations and Reports**

1. Mayor's Report

**F. Consent Items**

1. Review of meeting minutes from:  
February 3, 2015 City Council Work Session  
February 3, 2015 City Council Regular Session

**G. Action Items**

1. Consideration of Ordinance 864 adopting proposed changes to Riverdale's billboard ordinance for conversion of traditional billboards to electronic messaging billboards  
*Presenter: Michael Eggett, Community Development Director*
2. Consideration of Resolution 2015-2 awarding a bid for 10" HDPE Waterline Replacement Crossing I-84 for Riverdale City following an RFP  
*Presenter: Shawn Douglas, Public Works Director*
3. Consideration of Resolution 2015-3 awarding a bid for residential/commercial water meter upgrade to radio read for Riverdale City following an RFP  
*Presenter: Shawn Douglas, Public Works Director*
4. Consideration of Resolution 2015-4 renewing an agreement for mutual aid for fire emergency services with Hill Air Force Base  
*Presenter: Roger Bodily, Riverdale Fire Chief*
5. Reauthorization of new project amount for the Riverdale Remodel of Fire Station 41 and Addition from the initial amount approved by the Council of \$450,000.00 for by an additional \$5,437.75 for a new total of \$455,437.75 (within budgeted amount of \$470,000.00)  
*Presenter: Roger Bodily, Riverdale Fire Chief*

6. Consideration of Resolution 2015-5 awarding a bid for a licensed attorney to provide Public Defender services in the Riverdale Justice Court

*Presenter: Steve Brooks, City Attorney*

7. Consideration of Resolution 2015-6 adopting a contract for park consultant services for a new Riverdale Park located at address 3400 South Parker Drive

*Presenter: Rodger Worthen, Riverdale City Administrator*

### **Executive Session**

Consideration of adjournment into Closed Executive Session for the purpose of strategy sessions to discuss pending or reasonably imminent litigation pursuant to Utah Code §52-4-5(1)(a)(iii)

## **H. Discretionary Items**

### **I. Adjournment**

- The public is invited to attend all Council meetings.
- In compliance with the Americans with Disabilities Act, persons in need of special accommodation should contact the City Recorder at 394-5541 x 1232.
- This agenda has been properly posted and a copy provided to local news media.

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
March 3, 2015**

**AGENDA ITEMS: A,B,C**

**SUBJECT:** Welcome & Roll Call – Mayor Searle  
Pledge of Allegiance – Led by Councilor Hunt on 02/03/15  
Moment of Silence

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

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
March 3, 2015**

**AGENDA ITEM: D**

**SUBJECT:** Open Communications

**PETITIONER:** Anyone Interested

**ACTION REQUESTED BY PETITIONER:** Open agenda item provided for any interested person to be able to speak about any topic.

**INFORMATION:** Per Governing Body desire, this item will be placed on the agenda as a permanent and regular item.

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

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
March 3, 2015**

**AGENDA ITEM: F1**

**SUBJECT:** Consideration of meeting minutes from:  
February 3, 2015 City Council Work Session  
February 3, 2015 City Council Regular Session

**PETITIONER:** City Recorder

**ACTION REQUESTED BY PETITIONER:** Approve minutes

**INFORMATION:** See attached minutes as follows:

[February 3, 2015 City Council Work Session](#)

[February 3, 2015 City Council Regular Session](#)

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



---

Minutes of the **Work Session** of the **Riverdale City Council of Riverdale City** held Tuesday, **February 3, 2015** at 5:31 PM at the Riverdale Civic Center, 4600 South Weber River Drive.

Members Present: Norm Searle, Mayor  
Don Hunt, Councilor  
Braden Mitchell, Councilor  
Michael Staten, Councilor  
Brent Ellis, Councilor  
Gary E. Griffiths, Councilor

Others Present: Rodger Worthen, City Administrator; Michael Eggett, Community Development Director; Steve Brooks, City Attorney; Ember Herrick, City Recorder and no members of the public.

Mayor Searle welcomed the Council members stating for the record that all were in attendance. He asked Councilor Hunt to lead the pledge of allegiance during the Council meeting.

Mayor Searle said he isn't aware of any Riverdale residents who intend to speak during tonight's open communications portion of the meeting. He said Riverdale Fire Chief Roger Bodily will give the Council a report on the progress of the Riverdale Fire Station remodel project during tonight's public meeting.

Mayor Searle asked for any changes or corrections to the previous meeting minutes and none were noted.

Mayor Searle said the only agenda item is consideration of a unanimous favorable recommendation from the Planning Commission for a Conditional Use Permit application for modification of an existing Saunders Outdoor Advertising sign located at approximately 1756 West 4800 South. Community Development Director Michael Eggett said the petitioner asking for a traditional billboard to be converted to a full electronic sign is Saunders Outdoor Advertising but the client leasing the billboard will be Ogden Regional Medical Center (ORMC). Mr. Eggett said during the Planning Commission's discussion Commissioner Cody Hansen pointed out that after ORMC's lease expires Saunders will retain ownership of this electronic sign and will be able to sell advertising space to other businesses. Councilor Ellis asked if the Roy residents that live adjacent to this electronic sign will be impacted by the billboard's conversion and Mr. Eggett said the sign will face southbound traffic and will be subject to the city's electronic sign provisions and can be regulated through the city's nuisance ordinance. Mayor Searle said he discussed the sign's impact with Roy's Mayor Willard Cragun several months ago and Mayor Cragun said he didn't have any concerns with the sign's conversion because electronic signs haven't been a problem on 3500 West in Roy.

Mayor Searle said under discretionary items he would like to update the Council about a few legislative bills that could impact Riverdale discussed on February 2, 2015 at the League of Cities and Towns Legislative Policy Committee meeting at the Utah State Capitol. He said he attended the meeting with Councilor Hunt and City Administrator Rodger Worthen. According to Mayor Searle, HB 61 would exempt all home businesses from requiring a city business license. Councilor Staten expressed concern about the proposal and Mayor Searle said city representatives warned this would impact their ability to collect sales tax and regulate home businesses to ensure they aren't compromising residential neighborhoods. Mr. Eggett said the bill isn't likely to pass this year but this is the second year it is being proposed.

Mayor Searle said Layton City's attorney gave a presentation on HB 142 which would allow a simple majority of any city council to amend the powers of the city's Mayor instead of the current unanimous requirement.

Mayor Searle said he is very concerned about HB 181 which proposes splitting the sales tax for all automobile sales so half goes to the city where the vehicle was purchased and the other half would go to the city where the buyer lives. He said the League is opposed to the bill and he spoke in opposition to it along with the mayor of North Ogden who argued cities that house dealerships have the infrastructure and public safety costs of maintaining these businesses and shouldn't be required to further split the sales tax revenue. Mayor Searle said the bill is sponsored by a representative from West Jordan upset over franchise requirements prohibiting dealerships from locating within so many miles of one another. Mayor Searle said since he became mayor he has attended local car dealer association meetings where he met John Watson of John Watson Chevrolet. He said he and Mr. Worthen went to discuss HB 181 with Mr. Watson today and were informed that progress has been made on the franchise negotiations. He said HB 181 was scheduled for discussion at a taxation committee meeting today at 4 p.m. but it was postponed at the last minute and he promised to keep the Council updated.

Councilor Griffiths said auto lots cause congestion and he suggested if HB 181 passes the Council levy a service tax on car buyers to make up for the sales tax redistribution loss. Mayor Searle said that would discourage dealerships from doing business and car buyer from purchasing their vehicles in Riverdale.

Councilor Hunt said it is his understanding that that the car buyer will be able to choose which city half of the sales tax is paid to and Mr. Worthen said it is his understanding the bill mandates that half of the sales tax from the car sale goes automatically to the zip code of the car buyer. Councilor Hunt said supporters of this bill appear to be upset over the auto dealership franchise agreements and Mayor said the League's official position is that they are opposed to any further sales tax distribution at this time.

Mayor Searle said the League is asking how many cities video stream their meetings because legislation is being proposed that would mandate live broadcasts and video archiving of all public meetings for all Utah cities. Councilor Ellis said this would be

expensive especially for smaller cities and Councilor Staten said a simple webcam could be used which wouldn't be expensive but also wouldn't be a high quality video feed.

Mayor Searle said there is also proposed legislation about what petitioners can do to appeal a denied GRAMA records request and he asked about Riverdale's process and City Attorney Steve Brooks said state law is very clear about what constitutes a public record so he rarely has grounds to deny a GRAMA request. Mr. Brooks said he has only denied one request in the 10 years he has worked for Riverdale City that was appealed to the City Council by the requestor.

Councilor Ellis asked if there are any proposed bills to regulate billboards and Mr. Eggett said not that he is aware of in the current legislative session.

Mayor Searle said there is a bill requiring two operators of trains be in the cab at all times and he said he sent an email to the bill's sponsor for additional information about the impetus for this legislation. Councilor Staten said remote control train operators are becoming more common and some engineers believe not having a physical body in the cab of the train creates safety concerns.

Mr. Worthen distributed copies of the 2014 citizen survey and asked the Mayor and all Council members to review the report for further discussion at the Strategic Planning meeting on February 28, 2015. There were no additional comments or questions.

There being no further business to discuss, the Council adjourned at 5:55 PM to convene into their regular session.

March 3, 2015

Attest:

---

Norm Searle, Mayor Pro

---

Ember Herrick, City Recorder



**RIVERDALE CITY COUNCIL AGENDA  
CIVIC CENTER - 4600 S. WEBER RIVER DR.  
TUESDAY FEBRUARY 3, 2015**

Minutes of the **Regular Meeting** of the **Riverdale City Council** held Tuesday, **February 3, 2015** at 6:00 PM at the Riverdale Civic Center, 4600 South Weber River Drive.

Members Present: Norm Searle, Mayor  
Don Hunt, Councilor  
Braden Mitchell, Councilor  
Michael Staten, Councilor  
Brent Ellis, Councilor  
Gary Griffiths, Councilor

Others Present: Rodger Worthen, City Administrator; Michael Eggett, Community Development Director; Roger Bodily, Fire Chief; Steve Brooks, City Attorney; Dave Hansen, Police Chief; Ember Herrick, City Recorder and eight members of the public including Mark Adams, Weston Saunders, Jared Johnson, Craig Bielik, Alex Miller, Stephen Miller, Makayla Orr, David Leahy and Charles Kerkvliet.

**A. Welcome & Roll Call**

Mayor Searle called the meeting to order and welcomed all in attendance including all Council members. Scout Alex Miller introduced himself saying he is with Troop 187 and working on his Citizenship in the Community and Communications merit badges.

**B. Pledge of Allegiance**

Councilor Hunt led the Pledge of Allegiance.

**C. Moment of Silence**

Mayor Searle called for a moment of silence when he asked everyone to remember our police officers, fire fighters, and U.S. military service members.

**D. Open Communications**

Mayor Searle invited any member of the public with questions or concerns to address the Council and none were noted.

**E. Presentations and Reports**

Fire Chief Roger Bodily thanked the Mayor and Council for appropriating funds for the Riverdale Fire Station remodel project and said he wants to update them on the construction progress. According to Chief Bodily, phase one of the new addition is nearing completion, the walls are painted and carpet is scheduled for next week. He said a special mix has been ordered so that the rock exterior on the new addition will match the original building. Chief Bodily invited the Mayor and Council to take a tour of the new addition at their convenience.

Chief Bodily said the project has run into some unforeseen expenses and will likely exceed the \$450,000 budgeted amount for the project. He said there was a \$4,000 cost to move a power service lateral and meter base and a \$700 expense to move a natural gas line, both were located in the footprint of the new addition. Chief Bodily said another unforeseen cost was identified when the site was excavated they found old construction waste including carpet, wood, metal, cement, and asphalt which had to be removed before the foundation could be poured. He said phase two will involve the removal of the existing bedrooms but won't begin until phase one is complete.

Chief Bodily said the budget for CEC Engineering on this project was \$14,020 but that amount has also been exceeded by \$3,000, to date. He said because the project is over budget he has postponed purchasing some light fixtures and furniture until the next fiscal year. According to Chief Bodily, in other cities where he has worked he has asked for a contingency fund to cover unforeseen expenses on projects and he said in retrospect he wishes he had done this for the fire station remodel project.

Councilor Griffiths asked Chief Bodily to respond to a comment in the Riverdale City Citizen Survey 2014 Report on page 24 item 11 which reads: "The current Mayor and Council concern me because they seem to be unduly influenced by 'the squeaky wheel'. I think remodeling a fire station for half a million dollars for a dept. that goes on an average of 2 medical calls a day is a poor use of taxpayer dollars. The Council needs to research issues more before rubber stamping every proposal." Councilor Griffiths said he voted in favor of the remodel expenditure because he felt the building was in desperate need of an upgrade after Chief Bodily identified safety concerns and compliance issues associated with the existing building. Chief Bodily said in his opinion the bedrooms in the fire station weren't built to code and they are too small with five bedrooms within a 500 square foot area. He said firefighters work 48 hour shifts and cook and sleep at the fire station so it needs to feel like home. Mayor Searle said when the fire station was built in 1998 it wasn't designed for a fulltime fire department and the bedrooms were added when the department expanded. According to Chief Bodily, there were other health safety issues like the need for a new exhaust system in the truck bay so that firefighters don't smell diesel exhaust in the building. Councilor Griffiths said there were also privacy issues and Chief Bodily said the new addition has a separate locker room and restroom to accommodate a female fire fighter, if Riverdale were to hire one in the future and has deadbolts on the bedroom doors.

Councilor Hunt said when he was measuring the Riverdale Fire Station to give Chief Bodily a bid for new flooring he felt the remodel was necessary and he said he has visited many fire stations in the surrounding communities and this project is not as extravagant as other cities. Chief Bodily said he wanted to bring the building up to current fire code standards and for the improvements to look nice and not cheap.

City Administrator Rodger Worthen said a change order for the additional remodel costs will be around \$8,000 to \$10,000 and will subject to Council approval at a future meeting.

## **F. Consent Items**

Mayor Searle asked if there were any changes to the previous meeting minutes and none were noted.

**Motion:** Councilor Hunt moved to approve the consent items. Councilor Mitchell seconded the motion.

Mayor Searle asked for discussion on the motion and there was none.

**Call the Question:** The motion passed unanimously.

## **G. Action Items**

- 1. Consideration of a recommendation from the Planning Commission for Conditional Use Permit application for modification of an existing Saunders Outdoor Advertising sign located at approximately 1756 West 4800 South**

Mayor Searle said the only item on tonight's agenda is consideration of a favorable recommendation from the Planning Commission for a Conditional Use Permit application to modify an existing Saunders Outdoor Advertising sign located at approximately 1756 West 4800 South. Community Development Director Michael Eggett said the petitioner Weston Saunders with Saunders Outdoor Advertising is present along with Jared Johnson with Yesco and Mark Adams and Craig Bielik with Ogden Regional Medical Center (ORMC). Mr. Eggett said the Planning Commission reviewed the sign request at their meeting on January 27, 2015 and forwarded a unanimous favorable recommendation for the Council's consideration tonight. Mr. Eggett said a copy of the application, the specifications for the billboard's conversion to an electronic sign, and a draft of the meeting minutes from the Planning Commission discussion were all included in the packet. Mr. Saunders said this change of use will allow a standard billboard recently approved for conversion to a partial electronic sign to become full digital to accommodate a three year lease with ORMC. Councilor Ellis asked what will happen to the billboard after the contract expires and Mr. Saunders said ORMC will have the option to renew for an additional three years or the sign company will sale ad time to other advertisers. Councilor Griffiths asked what images will be displayed for ORMC and Mr. Saunders said the sign will be similar to electronic billboards in Layton and North Salt Lake and he referred Council to the three layout images included in the packet and said the sign will also display average ER wait times updated continually through an RSS feed to the sign.

Councilor Ellis asked if the billboards are monitored so that if the dimmer is malfunctioning or there are other problems with the sign it can be addressed quickly. Mr. Saunders said Mr. Eggett explained to him that historically the Council has addressed an ongoing dimming problem with an electronic sign of a local business negatively impacting one Riverdale residential community. Mr. Saunders passed around his iPad with a display of the signs monitored around the clock by his company, Yesco, and their clients. He said the digital technology his company will be utilizing for their proposed billboard is different and will not cause light pollution bleed into the adjacent Roy neighborhood. Councilor Mitchell disclosed that he previously worked for ORMC and

still has some family members who work for the hospital. He said his biggest concern with digital sign conversions is how they will impact residential neighborhoods and he said he believes the location of this sign will have a minimal impact on homes so he supports it and Councilor Hunt agreed. Councilor Mitchell said he would not be in favor of billboards converting to electronic signs in other areas of the city where they could negatively impact residential zones. Mr. Saunders said his company wants to be a good neighbor in Riverdale and he is proud of the good working relationship he has developed with Mr. Eggett.

Councilor Hunt asked if Riverdale's electronic sign ordinance will be amended in the future and Mr. Eggett said after two Planning Commission discussions a draft with proposed amendments to the sign ordinance is ready for a public hearing on February 24, 2015. There were no additional comments or questions.

**Motion:** Councilor Ellis moved to approve a request for a Conditional Use Permit application for modification of an existing Saunders Outdoor Advertising sign located at approximately 1756 West 4800 South. Councilor Hunt seconded the motion.

Mayor Searle asked for discussion on the motion and there was none.

**Call the Question:** The motion passed unanimously.

#### **H. Discretionary Items**

Mayor Searle asked for any discretionary items and Councilor Ellis asked about scheduling a CERT training after the new addition is completed and Chief Bodily said he will plan on it. There were no additional discretionary items.

#### **I. Adjournment:**

With no further business to come before the Council at this time Councilor Mitchell moved to adjourn the meeting. Councilor Staten seconded the motion. The motion passed unanimously. The meeting adjourned at approximately 6:32 p.m.

Approved: March 3, 2015

Attest:

---

Norm Searle, Mayor

---

Ember Herrick, City Recorder

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
March 3, 2015**

**AGENDA ITEM: G1**

**SUBJECT:** Consideration of Ordinance 864 adopting proposed changes to Riverdale's billboard ordinance for conversion of traditional billboards to electronic messaging billboards

**PETITIONER:** Community Development

**ACTION REQUESTED BY PETITIONER:** Consideration of Ordinance 864 adopting proposed changes to Riverdale's billboard ordinance for conversion of traditional billboards to electronic messaging billboards

**INFORMATION:** [Executive Summary](#)

[Ordinance 864 with proposed changes to RCC 10-16-7 and 10](#)

[Planning Commission Meeting Minutes January 13, 2015](#)

[Planning Commission Meeting Minutes January 27, 2015](#)

[Draft Planning Commission Meeting Minutes February 24, 2015](#)

[Notice of Public Hearing and Proof of Publication](#)

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



## City Council Executive Summary

For the Council meeting on: 3-3-2015

Petitioner: Riverdale City

### Summary of Proposed Action

Recently there has been some discussion within the City leadership to review the off premise sign ordinance and electronic sign ordinance of the City Code as it relates specifically to electronic off premise signs within the community. As a result of this discussion, City staff has been working with the Planning Commission to put together amended language within the off premise sign ordinance and the electronic sign ordinance clarifying this matter as well as amending other minor items within the respective sign ordinances.

In order to move forward with any recommended City Code change, the City is required to hold a public hearing that has been advertised in accordance with State laws. The notice for the public hearing in this meeting has been fulfilled in accordance with State laws and interested parties were also notified. The sign companies (representative of billboard signs located within Riverdale City limits) have indicated that they are comfortable with and in support of the proposed language that has been reviewed and recommended for approval by the Planning Commission.

Following this executive summary are the proposed language revisions (and public hearing notice information) to the off premise sign section (10-16-7) and electronic sign section (10-16-10) of Title 10, Chapter 16 "Sign Regulations" within the Riverdale City Code.

At the conclusion of the presentation and discussion in this matter, the City Council may make a motion to approve the proposed code amendments as it relates to Title 10, Chapter 16 "Sign Regulations" in the City Code, approve the proposed language with any additional amendments, or not approve the proposed language changes with the appropriate findings of fact.

### Ordinance Guidelines (Code Reference)

The City ordinances associated with the proposed language changes are found in the City Code within Title 10, Chapter 16 "Sign Regulations", specifically:

- Title 10, Chapter 16, Section 7: Off Premise Signs; and
- Title 10, Chapter 16, Section 10: Electronic Signs; and
- Any specific zoning designation standards found within the City when applicable to sign applications.

### General Plan Guidance (Section Reference)

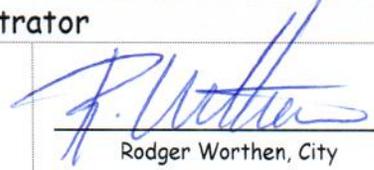
The General Plan is not applicable for guidance purposes in this matter.

Legal Comments - City Attorney



Steve Brooks, Attorney

Administrative Comments - City Administrator



Rodger Worthen, City  
Administrator



ORDINANCE NO. 864

AN ORDINANCE AMENDING RIVERDALE MUNICIPAL ORDINANCE CODE, TITLE 10, CHAPTER 16, SIGN REGULATIONS, TO AMEND SECTIONS IN THE OFF PREMISE (BILLBOARD) SIGN/ZONING REGULATIONS CONCERNING THE CONVERSION OF TRADITIONAL BILLBOARDS TO ELECTRONIC MESSAGING BILLBOARDS; PROVIDING FOR SEVERALBILITY AND AN EFFECTIVE DATE.

**WHEREAS**, Riverdale City (hereafter "City") is a municipal corporation, duly organized and existing under the laws of the State of Utah; and;

**WHEREAS**, Utah Code Annotated §10-9-102 empowers municipalities of the state to enact all ordinances and rules that they consider necessary for the use and development of land located within the municipality, including zoning and zone changes and regulations; and

**WHEREAS**, the City finds it is in the best interest of the community and its citizens to sometimes update and clarify sections of the City Code in order to better inform the general public or to clarify sections that may need to be updated or improved; and

**WHEREAS**, a public hearing was held, and notice thereof published in the Standard Examiner, a newspaper of general circulation in the City of Riverdale, describing the proposed amendment and providing the time and place of such public hearing; and

**WHEREAS**, the Riverdale City Planning Commission received all competent evidence offered in support of and in opposition to said proposed amendment in said hearing and it appearing that the proposed amendment is in accord with the City's comprehensive plan and will promote health, safety, and the general welfare of the community; and

**WHEREAS**, said Planning Commission recommends adoption of said amendments to the City Council of the City of Riverdale;

**WHEREAS**, the Riverdale City Council held a public meeting and considered all competent evidence offered in support of and opposed to said proposed amendment; and

**NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF RIVERDALE:**

**Section 1. Repealer.** Any provision of the Riverdale Municipal Ordinance Code found to be in conflict with this ordinance is hereby repealed.

**Section 2.** The Riverdale Municipal Ordinance, TITLE 10, ZONING AND SUBDIVISIONS, CHAPTER 16, SIGN REGULATIONS, SECTIONS 7 AND 10, are hereby amended to clarify the definitions, process, procedures and requirements to convert a traditional billboard to an electronic messaging billboard (Off premise signs), as outlined in Attachment 1, attached hereto and incorporated hereby.

**Section 3.** All other titles, chapters and sections not otherwise amended hereby shall remain unchanged, in full force and effect.

**Section 4. Severability.** If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 5. Effective date.** This ordinance shall take effect immediately upon its adoption and posting.

PASSED, ADOPTED AND ORDERED POSTED this 3<sup>rd</sup> day of March, 2015.

---

Norm Searle, Mayor

Attest:

---

Ember Herrick, City Recorder

## 10-16-7: OFF PREMISES SIGNS:

Existing off premises signs may remain as a conditional use as long as they are kept in good maintenance, repair and are free from damage. Any existing signage other than the I-15 corridor shall not be enlarged or replaced when damaged by acts of nature or man. Maintenance and advertising changes are permitted without approval of the planning commission or city council. Any enlargement or modification requires approval as a conditional use for existing signs along the I-15 corridor. The installation of new off premises signs is prohibited except for Riverdale City businesses in which the sign is placed on property directly adjacent to the business location. All proposals for off premises signs for Riverdale City businesses shall be a conditional use and will require a permit and shall be counted as allowable sign area for the business, and be approved by the planning commission and the city council. (Ord. 702, 5-6-2008)

**A. Definitions**

**Off Premise Advertising Sign, Billboard:** A detached or attached sign designed or intended to direct attention to a business, product, service, event or attraction, that is not sold, offered, or existing on the property where the sign is located. A form of an off-premises sign.

**Off Premise Riverdale City Business Sign:** A sign for Riverdale City businesses which is placed on property directly adjacent to the business location and advertises only for that business. A form of an off-premises sign.

- B. The installation of additional Off Premise Advertising Signs is prohibited. Existing Off Premise Advertising Signs may continue as a conditional use as long as they are maintained in good repair and are free from damage per applicable Utah State Codes, specifically as found in the Utah Outdoor Advertising Act.
1. Existing Off Premise Advertising Signs are allowed to have routine maintenance and advertising copy changes including the repair or replacement of the advertising imagery, but shall only be allowed to increase the height, size, or the location thereof per UCA 10-9a-513 and in compliance with regulations found within the Utah Outdoor Advertising Act.
  2. Existing Off Premise Advertising Signs may be allowed to be converted to digital display advertising signs and shall be required to comply with all of the applicable provisions of the Riverdale City Code (specifically as found under Electronic Signs in City Code 10-16-10) and applicable Utah State Codes, specifically as found in the Utah Outdoor Advertising Act.
  3. Only Existing Off Premise Advertising Signs located adjacent to a Utah Department of Transportation Controlled Route may be allowed to be converted to digital display advertising signs. An Existing Off Premise Advertising Sign that is oriented toward and located within 200 feet of any residential dwelling may not be converted to a digital display advertising sign.
  4. Any enlargement, modification, upgrade, or conversion of an existing Off Premise Advertising Sign shall require approval as a conditional use.
- C. Off Premise Riverdale City Business Signs shall require approval as a conditional use. Permitted Off Premise Riverdale City Business Signs shall be counted as allowable sign area for the applying business, and may be installed upon recommendation and approval by the Planning Commission and the City Council. (Ord. 702, 5-6-2008)

**10-16-10: ELECTRONIC SIGNS:**

A. Definitions:

**DIGITAL DISPLAY ON-PREMISES:** An on-premises sign face that may display changing content that is allowed to be fully animated and is composed of electronically illuminated segments and/or a series of grid lights, including cathode ray, light emitting diode (LED) display, plasma screen, liquid crystal display (LCD), fiber optic, video boards, or other electronic media or technology. A sign is considered to be "on premises" if the sign is on the location of the business which is advertised or promoted on the sign.

**ELECTRONIC SIGN:** For the purpose of this section shall mean a digital display on-premises sign.

**FOOT-CANDLE:** A unit of light measurement equal to one lumen per square foot and may be abbreviated "fc".

B. Zones Where Allowed: Digital display on premises signs are a conditional use in all zones that allow advertising or informational signs provided that such signs comply with all requirements of this chapter and all other applicable sections of the Riverdale City Code. Electronic on premise signs that advertise or promote businesses, products, activities, services, or events not located on the premises where the electronic sign is located are prohibited except the use of any on premises sign for the advertising of "not for profit", "fundraising" events or philanthropic endeavors that do not give attention to businesses that are not located in Riverdale City.

C. Number Of Signs Allowed: Only one on premises electronic sign may be located on a lot but a lot may have an electronic sign and a non-electronic sign that are combined in one cabinet at one location (on a pole, monument, or building) provided that the total square footage of all signage on a lot complies with all aspects of this chapter.

D. Brightness: An on-premises electronic sign shall not be excessively intense or brilliant. An electronic sign shall not display light of such intensity or brilliance as to cause glare or otherwise impair the vision of the driver of a motor vehicle on a public roadway or result in a nuisance to the driver of a motor vehicle on a public roadway or a residential dwelling unit located within 200 feet of an electronic sign. Any on premises electronic sign that exceeds the intensity levels in subsection D1 of this section shall constitute an excessively intense or brilliant sign and such sign is prohibited.

1. All digital displays shall be illuminated at a level no greater than 0.3 foot-candle over ambient light levels and shall employ light cutoff devices such as, but not limited to, louvers, in order to minimize light escaping above the horizontal plane. Foot-candle readings shall be measured at ground level at a distance shown in the intensity table.

**INTENSITY TABLE**

Sign Size (Square Feet)	Distance From Source
0 - 100	100 feet
101 - 300	150 feet
301 - 600	200 feet

601+

250 feet

2. Notwithstanding the requirements of subsection D1 of this section, under no circumstances shall the light emanation from a digital display on premises sign be greater than 0.3 foot-candle as measured from the nearest residential property line.
3. All digital display on premises signs must be equipped with both a dimmer control and a photocell which automatically adjusts the display intensity according to natural ambient light conditions.

E. Residential Areas: Residential areas shall not be adversely impacted by any electronic sign or any other type of sign.

F. Sound: The use of sound is prohibited.

G. View Obstruction: Signs may not be constructed so as to obstruct the view of drivers of motor vehicles on a public roadway or entering a public roadway.

H. Public Property: Signs may not encroach on or project over public property or a public right of way.

I. Portable Electronic Signs: Portable electronic signs are prohibited.

J. Resemblance To Traffic Signal: No electronic sign may resemble or simulate any warning signal or any traffic lights or official traffic control signage.

K. Sign Shutoff: The digital display shall contain a default mechanism to turn the sign off in case of malfunction or shall be manually turned off within twenty four (24) hours of a reported malfunction.

L. Maximum Area: This type of on premises sign shall be restricted to a maximum area of three hundred (300) square feet. (Ord. 812, 8-21-2012)



---

Minutes of the **Work Session** of the **Riverdale City Planning Commission** held Tuesday, **January 13, 2015** at 6:04 p.m. at the Riverdale Civic Center, 4600 South Weber River Drive.

Members Present: Blair Jones, Chairman  
Steve Hilton, Commissioner  
Kathy Eskelsen, Commissioner  
David Gailey, Commissioner  
Michael Roubinet, Commissioner  
Cody Hansen, Commissioner

Members Excused: Lori Fleming, Commissioner

Others Present: Michael Eggett, Community Development Director; Ember Herrick, City Recorder and one member of the public Weston Saunders with Saunders Outdoor Advertising.

Mr. Eggett said tonight's work session will be a discussion about amending Riverdale's billboard ordinance to stipulate under what conditions a traditional billboard can convert to an electronic messaging billboard. He said the city recorder compiled a history of the Planning Commission's previous discussions about billboards converting to electronic signs for reference in tonight's meeting packet. According to Mr. Eggett, state law regulates billboards and doesn't leave cities a lot of flexibility to impose additional restrictions on sign companies that wish to convert their traditional billboards to electronic signs. He said he reviewed the electronic sign ordinances for Layton, Ogden, Farmington and Salt Lake City and is proposing a distance measurement of 200 feet from the nearest residence for Riverdale. Mr. Eggett said six of Riverdale's 17 signs would be prohibited from converting to electronic signs because they are within 200 feet of a residential dwelling.

Commissioner Roubinet joined meeting in progress.

Mr. Eggett distributed copies of the amendments to the ordinance he is proposing in a draft document and read the following:

**10-16-7: OFF PREMISES SIGNS:**

~~Existing off premises signs may remain as a conditional use as long as they are kept in good maintenance, repair and are free from damage. Any existing signage other than the I-15 corridor shall not be enlarged or replaced when damaged by acts of nature or man. Maintenance and advertising changes are permitted without approval of the planning commission or city council. Any enlargement or modification requires approval as a conditional use for existing signs along~~

the I-15 corridor. The installation of new off-premises signs is prohibited except for Riverdale City businesses in which the sign is placed on property directly adjacent to the business location. All proposals for off-premises signs for Riverdale City businesses shall be a conditional use and will require a permit and shall be counted as allowable sign area for the business, and be approved by the planning commission and the city council. (Ord. 702, 5-6-2008)

#### A. Definitions

**Off Premise Advertising Sign (billboard):** A detached or attached sign designed or intended to direct attention to a business, product, service, event or attraction, that is not sold, offered, or existing on the property where the sign is located. A form of an off-premises sign.

**Off Premise Riverdale Business Sign:** A sign for Riverdale City businesses which is placed on property directly adjacent to the business location and advertises only for that business. A form of an off-premises sign.

- B. The installation of additional Off Premise Advertising Signs is prohibited. Existing Off Premise Advertising Signs may continue as a conditional use as long as they are maintained in good repair and are free from damage per applicable Utah State Codes, specifically as found in the Utah Outdoor Advertising Act.
- a. Existing Off Premise Advertising Signs are allowed to have routine maintenance and advertising copy changes including the repair or replacement of the sign face, but shall only be allowed to increase the height, size, or the location thereof per UCA 10-9a-513 and in compliance with regulations found within the Utah Outdoor Advertising Act.
  - b. Existing Off Premise Advertising Signs may be allowed to be converted to Digital Display signs and shall be required to comply with all of the applicable provisions of Riverdale Code regarding Electronic Signs (as found in 10-16-10), and applicable Utah State Codes, specifically as found in the Utah Outdoor Advertising Act, and shall be located adjacent to a Utah Department of Transportation Controlled Route. Only Existing Off Premise Advertising Signs located 200 feet or more from any legally occupied residential dwelling may be converted to Digital Display signs and shall otherwise comply with all requirements listed within this section and the Riverdale City Code.
  - c. Any enlargement, modification, upgrade, or conversion of an existing Off Premise Advertising Sign shall require approval as a conditional use.
- C. Riverdale City Business Off Premise Signs shall require approval as a conditional use.
- a. Permitted Riverdale City Business Off Premises Signs shall be counted as allowable sign area for the applying business, and may be installed upon recommendation and approval by the Planning Commission and the City Council. (Ord. 702, 5-6-2008)

#### 10-16-10: ELECTRONIC SIGNS:

##### A. Definitions:

**DIGITAL DISPLAY ON-PREMISES:** An on-premises sign face that may display changing content that is allowed to be fully animated and is composed of electronically illuminated segments and/or a series of grid lights, including cathode ray, light emitting diode (LED) display, plasma screen, liquid crystal display (LCD), fiber optic, video boards, or other electronic media or technology. A sign is considered to be "on premises" if the sign is on the location of the business which is

advertised or promoted on the sign.

**ELECTRONIC SIGN:** For the purpose of this section shall mean a digital display **on-premises** sign.

**FOOT-CANDLE:** A unit of light measurement equal to one lumen per square foot and may be abbreviated "fc".

**B. Zones Where Allowed:** Digital display on premises signs are a conditional use in all zones that allow advertising or informational signs provided that such signs comply with all requirements of this chapter. Electronic **on premise** signs that advertise or promote businesses, products, activities, services, or events not located on the premises where the electronic sign is located are prohibited except the use of any on premises sign for the advertising of "not for profit", "fundraising" events or philanthropic endeavors that do not give attention to businesses that are not located in Riverdale City.

**C. Number Of Signs Allowed:** Only one on premises electronic sign may be located on a lot but a lot may have an electronic sign and a non-electronic sign that are combined in one cabinet at one location (on a pole, monument, or building) provided that the total square footage of all signage on a lot complies with all aspects of this chapter.

**D. Brightness:** An **on-premises** electronic sign shall not be excessively intense or brilliant. An electronic sign shall not display light of such intensity or brilliance as to cause glare or otherwise impair the vision of the driver of a motor vehicle on a public roadway or result in a nuisance to the driver of a motor vehicle on a public roadway. Any **on-premises** electronic sign that exceeds the intensity levels in subsection D1 of this section shall constitute an excessively intense or brilliant sign and such sign is prohibited.

1. All digital displays shall be illuminated at a level no greater than 0.3 foot-candle over ambient light levels and shall employ light cutoff devices such as, but not limited to, louvers, in order to minimize light escaping above the horizontal plane. Foot-candle readings shall be measured at ground level at a distance shown in the intensity table.

**INTENSITY TABLE**

Sign Size (Square Feet)	Distance From Source
0 - 100	100 feet
101 - 300	150 feet
<b>301 - 600</b>	<b>200 feet</b>
<b>601+</b>	<b>250 feet</b>

2. Notwithstanding the requirements of subsection D1 of this section, under no circumstances shall the light emanation from a digital display on premises sign be greater than 0.3 foot-candle as measured from the nearest residential property line.

3. All digital display on premises signs must be equipped with both a dimmer control and a photocell which automatically adjusts the display intensity according to natural ambient light conditions.

**E. Residential Areas:** Residential areas shall not be adversely impacted by any electronic sign or any other type of sign.

**F. Sound:** The use of sound is prohibited.

G. View Obstruction: Signs may not be constructed so as to obstruct the view of drivers of motor vehicles on a public roadway or entering a public roadway.

H. Public Property: Signs may not encroach on or project over public property or a public right of way.

I. Portable Electronic Signs: Portable electronic signs are prohibited.

J. Resemblance To Traffic Signal: No electronic sign may resemble or simulate any warning signal or any traffic lights or official traffic control signage.

K. Sign Shutoff: The digital display shall contain a default mechanism to turn the sign off in case of malfunction or shall be manually turned off within twenty four (24) hours of a reported malfunction.

L. Maximum Area: This type of on premises sign shall be restricted to a maximum area of three hundred (300) square feet. (Ord. 812, 8-21-2012)

Mr. Eggett said cities are required to have a uniform electronic sign code so he is proposing replacing all references to "on premises sign" to read "sign". He said he also tried to address the Planning Commission's concern that on premise electronic business signs not advertise for businesses located outside of Riverdale City. Mr. Eggett said his predecessor Randy Daily created a light intensity table in 2012 which he has also incorporated into the latest proposed amendments to the sign ordinance.

Mr. Eggett said Riverdale is also subject to the Utah Outdoor Advertising Act and Land Use Act and he is proposing amending Riverdale's sign ordinance to allow a billboard or sign to be relocated in accordance with state law if it is damaged or destroyed by weather or vandalism.

Chairman Jones asked if City Attorney Steve Brooks has reviewed the proposed changes and Mr. Eggett said he provided the amended language to Mr. Brooks and City Administrator Rodger Worthen but they haven't review it or given him feedback yet.

Commissioner Hilton asked how many residences will be impacted by billboards converting to electronic signs and Mr. Eggett said three billboard signs are within 150 feet of homes and six signs are within 200 feet of homes. Commissioner Gailey asked if any electronic signs will be noncompliant if the proposed amendments are adopted by the City Council and Mr. Eggett said there are no electronic billboards in Riverdale to date and the sign proposed for conversion by Saunders Outdoor Advertising is more than 200 feet from the closest residence.

Commissioner Hilton suggested a subsection under Part B be its own paragraph and Chairman Jones recommended the subheading be designated with a number instead of a letter and Mr. Eggett noted the changes.

Commissioner Hilton asked about excluding billboards on Parker Drive from converting to electronic signs and Mr. Eggett said the proposed language would allow for electronic

sign conversion along UDOT roads. Commissioner Hansen said the State of Utah sets illumination standards for billboard and Mr. Eggett said they also regulate motion and have a mandatory eight second hold followed by a three second transition between ads for safety reasons.

Commissioner Hansen asked about the possibility of multiple signs in a row timing their advertisements for one client and Weston Saunders with Saunders Outdoor Advertising said that technology is years away and would be difficult to utilize with vehicles traveling at 70 mph on Utah freeways. Commissioner Hansen asked what prompted staff to bring these amendments forward at this time and Mr. Eggett said the Saunders request to convert a billboard to an electronic sign prompted the Council to ask for a review of Riverdale's ordinance.

Mr. Eggett reviewed the public notice requirements for sign companies and asked the Planning Commission if they would like to set a public hearing and Commissioner Hilton said he would like the proposed amendments to be reviewed by legal counsel before setting a public hearing. Commissioner Eskelsen asked if the Planning Commission could make setting the public hearing subject to a favorable recommendation from Mr. Brooks and Mr. Eggett said he isn't confident Mr. Brooks will have time to review the proposed amendment in time to give the sign companies notice about the public hearing and there was consensus to wait to set a public hearing.



---

Minutes of the **Work Session** of the **Riverdale City Planning Commission** held Tuesday, **January 27, 2015** at 6:03 p.m. at the Riverdale Civic Center, 4600 South Weber River Drive.

Members Present: Steve Hilton, Commissioner  
Kathy Eskelsen, Commissioner  
Lori Fleming, Commissioner  
Michael Roubinet, Commissioner  
Cody Hansen, Commissioner  
Blair Jones, Chairman  
David Gailey, Commissioner

Others Present: Michael Eggett, Community Development Director; Ember Herrick, City Recorder and two members of the public Weston Saunders and Jared Johnson.

Chairman Jones said the next item is consideration of setting a public hearing to amend Riverdale's electronic sign ordinance. Mr. Eggett reviewed some minor modifications recommended by City Attorney Steve Brooks and City Administrator Rodger Worthen as reflected in the version included in the packet. Mr. Eggett said following the Planning Commission work session discussion on this topic on January 13, 2014 he included language restricting the conversion of billboards to electronic signs within 200 feet of an occupied residential dwelling if the sign is facing the homes. He said Mr. Brooks commented that the amendments could be challenged and Chairman Jones asked who will challenge Riverdale's ordinance and Mr. Eggett said sign companies are always lobbying to make city and state laws less restrictive of their industry. Mr. Eggett passed around info provided by sign company Yesco about the light emitted from electronic billboards.



# Riverdale City

Minutes of the **Regular Meeting** of the **Riverdale City Planning Commission** held Tuesday, **January 27, 2015 at 6:30 p.m.** at the Riverdale Civic Center, 4600 South Weber River Drive.

Members Present: Blair Jones, Chairman  
Steve Hilton, Commissioner  
Kathy Eskelsen, Commissioner  
Lori Fleming, Commissioner  
David Gailey, Commissioner  
Michael Roubinet, Commissioner  
Cody Hansen, Commissioner

Others Present: Michael Eggett, Community Development Director; Ember Herrick, City Recorder and three members of the public Weston Saunders, Jared Johnson and Craig Bielik.

## **E. Action Items**

### **2. Review, discuss and set public hearing for proposed changes to Riverdale's billboard ordinance regarding conversion of traditional billboards to electronic messaging billboards**

Chairman Jones said the next item is consideration of setting a public hearing to amend Riverdale's electronic sign ordinance which was previously discussed in a Planning Commission work session on January 13, 2015. Mr. Eggett reviewed some minor modifications included in the latest draft of the ordinance included in the packet including recommendations by City Attorney Steve Brooks and City Administrator Rodger Worthen.

Mr. Eggett said prior to the public hearing he will work with Mr. Brooks to add new language stipulating that billboards that are closer than the 200 foot distance requirement may be converted to electronic signs as long as they are oriented completely away from any occupied residences. Commissioner Hilton said light pollution and its impact on residences may not be limited to sign orientation and Commissioner Hansen asked if light reflected from an electronic billboard could be regulated by Riverdale's nuisance ordinance. Saunders Outdoor Advertising Representative Jared Johnson gave a brief explanation of how LED lights reflect light directionally and said the impact of an electronic sign on an adjacent neighborhood would be minimal with an LED billboard. Mr. Eggett asked if there are concerns by the sign company of adding language to address a sign's orientation and Mr. Johnson said he isn't opposed to light trespass language being added but it may not be necessary if the Planning Commission has a clearer understanding of LEDs and their low light bleed. Commissioner Hilton said his neighbors have been negatively impacted by light pollution from an LED sign for Riverside Storage whenever the dimmer malfunctions. He said he has serious concerns about the reflectivity of electronic billboards because issues have already arisen in Riverdale in connection with other electronic signs and he recommended that language be added to the amended sign ordinance to protect residential zones and minimize the impact. Mr. Eggett suggested adding language treating light impacts as nuisances following already established language for vehicular light impacts. Commissioner Hilton said he would like the nuisance standards added to the table on brightness in the electronic sign ordinance. Commissioner Hilton asked if Riverdale's wording is more lenient than other cities and Mr. Johnson said Riverdale's ordinance is well written and complies with state laws and the sign company standards which are even stricter than

municipal and state laws. Commissioner Hilton said he is an advocate of digital signs but believes the Planning Commission has an obligation to insulate residential zones from commercial electronic light pollution. He said he is comfortable with the Planning Commission setting a public hearing to amend RCC 10-16-10 if the changes discussed today are incorporated into the final draft.

Chairman Jones said if an electronic sign's light bleeds onto residences can Riverdale require that the sign be reoriented to face away from the homes or what other options are available and Mr. Johnson said repositioning the angle of the billboard is the best solution for light bleed. Commissioner Hilton asked about louvers and Mr. Johnson said they aren't always effective and he shared an anecdote about a Traverse Mountain sign in Lehi.

Commissioner Hansen asked about electronic signs being used to assist law enforcement in an emergency or in locating a missing child and Mr. Johnson said Saunders and several other sign companies in Utah voluntarily participate in partnerships with the state police, FBI, and National Center for Missing and Exploited Children. Mr. Johnson said when an Amber Alert is issued the sign companies will display the information for two hours and then make regular updates a part of their regular sign rotation until the missing child is located. He said participation is voluntary at the sign owners' discretion and as the technology advances sign companies will likely partner with other agencies to run public notices warning the public about severe weather conditions, earthquakes, or terrorism alerts. No additional questions or comments were noted.

**Motion:** Commissioner Fleming moved to set public hearing for proposed changes to Riverdale's billboard ordinance regarding conversion of traditional billboards to electronic messaging billboards. Commissioner Gailey seconded the motion.

There was no discussion on the motion.

**Call the Question:** The motion passed unanimously.



---

Minutes of the **Work Session** of the **Riverdale City Planning Commission** held Tuesday, **February 24, 2015** at 6:03 p.m. at the Riverdale Civic Center, 4600 South Weber River Drive.

Members Present: Steve Hilton, Commissioner  
Kathy Eskelsen, Commissioner  
Michael Roubinet, Commissioner  
Blair Jones, Chairman  
David Gailey, Commissioner

Members Excused: Lori Fleming, Commissioner  
Cody Hansen, Commissioner

Others Present: Michael Eggett, Community Development Director; Ember Herrick, City Recorder and two members of the public Weston Saunders and Jared Johnson.

Chairman Jones said the only action item on the agenda is a public hearing to amend Riverdale's electronic sign ordinance. Mr. Eggett reviewed the latest proposed amendments to RCC 10-16-7 and 10 and noted minor clerical modifications since the previous Planning Commission meeting discussion. He said City Attorney Steve Brooks requested one language change included in the draft for the public hearing and Mr. Eggett explained how violations of the electronic sign ordinance will be regulated under Riverdale's nuisance ordinance. He asked for any comments or questions and none were noted.



# Riverdale City

Minutes of the **Regular Meeting** of the **Riverdale City Planning Commission** held Tuesday, **February 24, 2015 at 6:30 p.m.** at the Riverdale Civic Center, 4600 South Weber River Drive.

Members Present: Steve Hilton, Commissioner  
Kathy Eskelsen, Commissioner  
Michael Roubinet, Commissioner  
Blair Jones, Chairman  
David Gailey, Commissioner

Members Excused: Lori Fleming, Commissioner  
Cody Hansen, Commissioner

Others Present: Michael Eggett, Community Development Director; Ember Herrick, City Recorder and three members of the public Traci Johanson, Weston Saunders and Jared Johnson.

## **E. Action Items**

### **1. Public hearing to receive and consider public comment on proposed amendments to Riverdale City Code 10-16-7 and 10 Sign/Zone Regulations**

Chairman Jones said the only action item on tonight's agenda is a public hearing to discuss proposed amendments to Riverdale's electronic sign ordinance. Mr. Eggett reviewed some minor modifications to RCC 10-16-7 and 10 included in the latest draft of the ordinance in the packet incorporating in recommendations from members of the Planning Commission following a discussion at the January 27, 2015 and Riverdale City Attorney Steve Brooks. Mr. Eggett recommended one additional minor wording change so that all definitions of electronic signs are consistent throughout RCC 10-16-7 and 10. Commissioner Gailey asked if the changes are written down and Mr. Eggett said he noticed them just prior to tonight's meeting. He said if there is consensus from the Planning Commission they could note it in their motion and he will make the changes and submit a clean copy to the city recorder prior to the Council's consideration at their next meeting on March 3, 2015.

Mr. Eggett said tonight's public hearing was properly noticed in accordance with state law, including notifications being sent to all interested sign companies with billboard signs in Riverdale. Chairman Jones opened the public hearing and no public comments were received.

**Motion:** Commissioner Hilton moved to close the public hearing. Commissioner Roubinet seconded the motion.

There was no discussion on the motion.

**Call the Question:** The motion passed unanimously.

Mr. Eggett said representatives from Yesco and Saunders Outdoor Advertising had approached him prior to tonight's public hearing with a request to consider amending the proposed 200 foot distance between an electronic billboard and a residence to be 150 feet or to more clearly define "oriented toward". According to Mr. Eggett, one Saunders sign on I-15 facing Northeast could be prevented from converting to a digital sign with the 200 foot requirement. He said he

discussed this with Mr. Brooks and there was no will to draft a hard legal definition of sign orientation at this time. Mr. Eggett said in his opinion the billboard does not appear to be oriented towards the adjacent Roy homes. Commissioner Hilton said he would like to see the 200 foot requirement left in place because it is in the best interest of the public to create a barrier between homes and electronic signs. He said if Saunders wishes to convert the billboard to an electronic sign in the future they can petition the Planning Commission at that time. Chairman Jones said each sign request is subject to Planning Commission review and consideration. There were no additional comments or questions.

**Motion:** Commissioner Hilton moved to forward a favorable recommendation to the City Council to adopt the proposed changes to Riverdale's billboard ordinance regarding conversion of traditional billboards to electronic messaging billboards with changes suggested by Mr. Eggett. Commissioner Gailey seconded the motion.

There was no discussion on the motion.

**Call the Question:** The motion passed unanimously.



February 3, 2015

# **Notice of Public Hearing**

## **Riverdale City Planning Commission**

**Tuesday, February 24, 2015**

Which begins at 6:30 p.m.

Riverdale Civic Center

4600 Weber River Drive

Riverdale, Utah

Riverdale City will hold a public hearing to receive and consider public comment on a proposed amendment to Riverdale City Code 10-16 SIGN/ZONE REGULATIONS. The new proposed language is attached to this notice and can also be viewed on the city's website at [www.riverdalecity.com](http://www.riverdalecity.com). All residents are invited and encouraged to attend.

- The public is invited to attend all public meetings.
- In compliance with the Americans with Disabilities Act, persons who have need of special accommodations should contact the City Recorder at 394-5541.

February 3, 2015

TO: Standard Examiner Legal Notices

### **PUBLIC NOTICE**

Riverdale City gives notice that on Tuesday February 24, 2015 the Riverdale City Planning Commission will hold a public hearing to receive and consider public comment on proposed amendments to Riverdale City Code 10-16 SIGN/ZONE REGULATIONS. The meeting will begin at 6:30 p.m. at the Riverdale Civic Center, located at 4600 South Weber River Drive Riverdale, Utah. Public comment is invited. To view the new proposed language please visit the city's website at [www.riverdalecity.com](http://www.riverdalecity.com).

Publish one time on or before February 14, 2015.

### **PROOF OF PUBLICATION REQUIRED**

Please acknowledge receipt of notice by return fax or e-mail to:

Ember Herrick  
Riverdale City Recorder  
Fax: 801-399-5784  
Phone: 801-394-5541 ext 1232  
[eherrick@riverdalecity.com](mailto:eherrick@riverdalecity.com)

STANDARD EXAMINER  
OGDEN PUBLISHING CORP  
PO BOX 12790  
OGDEN UT 84412-2790

ORDER CONFIRMATION

Salesperson: LEGALS

Printed at 02/12/15 11:41 by dmailo

Acct #: 100310

Ad #: 568811

Status: N

RIVERDALE CITY CORP  
4600 S WEBER RIVER DR  
RIVERDALE UT 84405-3782

Start: 02/14/2015 Stop: 02/14/2015  
Times Ord: 1 Times Run: \*\*\*  
LEGL 1.00 X 1.51 Words: 81  
Total LEGL 1.75  
Class: 30090 LEGALS  
Rate: LEGLS Cost: 63.25  
# Affidavits: 1

Contact: EMBER HERRICK  
Phone: (801)394-5541ext  
Fax#: (801)399-5784ext  
Email: @riverdalecity.com  
Agency:

Ad Descrpt: HEARING SIGN 2/24/15  
Given by: EMAIL EMBER HERRICK  
Created: dmail 02/12/15 11:37  
Last Changed: dmail 02/12/15 11:40

PUB	ZONE	ED	TP	START	INS	STOP	SMTWTFS
SE	A		97 S	02/14			

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Name (signature)

**PUBLIC NOTICE**

Riverdale City gives notice that on **Tuesday February 24, 2015** the Riverdale City Planning Commission will hold a public hearing to receive and consider public comment on proposed amendments to Riverdale City Code 10-16 SIGN/ZONE REGULATIONS. The meeting will begin at 6:30 p.m. at the Riverdale Civic Center, located at 4600 South Weber River Drive Riverdale, Utah. Public comment is invited. To view the new proposed language please visit the city's website at [www.riverdalecity.com](http://www.riverdalecity.com).

Pub.: February 14, 2015. 568811

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
March 3, 2015**

**AGENDA ITEM: G2**

**SUBJECT:** Consideration of Resolution 2015-2 awarding a bid for 10” HDPE Waterline Replacement Crossing I-84 for Riverdale City following an RFP

**PETITIONER:** Public Works

**ACTION REQUESTED BY PETITIONER:** Consideration of Resolution 2015-2 awarding a bid for 10” HDPE Waterline Replacement Crossing I-84 for Riverdale City following an RFP

**INFORMATION:** [Executive Summary](#)

[Resolution 2015-2](#)

[Letter from City Engineer](#)

[Bid Results](#)

[Bid Proposal Tabulation](#)

[Bid Opening Minutes February 12, 2015](#)

[Notice of Request for Bids and Proof of Publication](#)

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



## City Council Executive Summary

For the Council meeting on:  
March 3, 2015

Petitioner:  
Shawn Douglas, Public Works Director

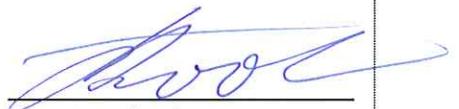
### Summary of Proposed Action

Consideration of Resolution 2015-2 awarding a bid for 10"HDPE Water Line Replacement Crossing I-84.

### Summary of Supporting Facts & Options

We had the bid opening for the water line under I84. The low bidder was Whitaker Construction in the amount \$89,949.00. This bid was for pipe bursting, we will need to open both ends of the water line and camera it to make sure there are no bends in it. If the pipe has bends or fittings in it, pipe bursting is not an option. We would then need to horizontal drill the new pipe in. Whitaker construction was the low bidder on this option in the amount of \$94,514.00. We would have the cost of the camera work and a few small items to pay for if the pipe bursting was not feasible. The budget for this project was \$200,000.00. I would recommend that you approve the project in the amount of \$100,000.00. This would allow us to keep the project moving forward with either option.

### Legal Comments - City Attorney

  
Steve Brooks, Attorney

### Fiscal Comments - Treasurer/Budget Officer

  
Lynn Fortie, Business Administrator

### Administrative Comments - City Administrator

  
Rodger Worthen, City  
Administrator



RESOLUTION NO. 2015-2

**A RESOLUTION OF THE CITY COUNCIL OF RIVERDALE CITY, UTAH, AWARDING A BID FOR A WATERLINE REPLACEMENT; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Riverdale City (herein City) is in need of a 10" HDPE water line replacement under I84 in order to maintain an adequate level of service to its residents and needs of the City; and

**WHEREAS**, a Request for Proposals (RFP) was properly advertised according to state law and four (4) firms responded and were evaluated by City staff, and

**WHEREAS**, City staff recommends that the City secure the services of Whitaker Construction to provide services to the City for the water line replacement by entering into services agreements.

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

SECTION 1. That the City Council approves the recommendation of city staff to appoint the Whitaker Construction to provide water line installation services under I84 to the City.

SECTION 2. That the City Administrator and staff are hereby authorized to draft, discuss and negotiate a contracts and all other terms and conditions of said agreement with the Whitaker Construction to provide the services necessary to install the 10 " HDPE water line under I84 in order to meet the needs of Riverdale City and further, that the Mayor is hereby authorized to execute the agreement and all other documents necessary for the carrying out of the agreement.

SECTION 3. That all resolutions or parts of resolutions in conflict herewith be, and the same are hereby repealed.

SECTION 4. That this resolution shall take effect immediately upon its adoption by the City Council of Riverdale City, Utah.

**PASSED, ADOPTED AND ORDERED POSTED** this 3<sup>rd</sup> day of March, 2015

---

Norm Searle, Mayor

Attest:

---

Ember Herrick, City Recorder



CIVIL ENGINEERING CONSULTANTS, PLLC.

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

17<sup>th</sup> February 2015

Riverdale City  
4600 South Weber River Drive  
Riverdale, Utah 84405

Attn: Mayor Norm Searle and City Council  
Proj: **10" HDPE Waterline Replacement Crossing I-84**  
Subj: Bid Results, Bid Proposal Tabulation & Recommendation

Dear Mayor Searle and Council Members,

The "Bid Opening" for the above referenced project was conducted Thursday, February 12, 2015. The lowest responsible bidder is Whitaker Construction of Brigham City, Utah.

Enclosed are the "Bid Results" and "Bid Proposal Tabulation". Whitaker Construction's bid was reviewed and found to meet the bidding conditions required in the Contract Documents.

Since Whitaker Construction's bid is the low bid for the advertised project, and their bid meets the conditions of the Contract Documents, I herewith recommend award of the above referenced project in the amount of \$89,949.00 to Whitaker Construction Company.

As an alternative to pipe bursting, Whitaker Construction is also the low bid for horizontal directional drilling in the amount of \$94,514.00.

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

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

A handwritten signature in blue ink, appearing to read 'R. Todd Freeman'.

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

Cc: Shawn Douglas, Public Works Director

BID RESULTS

**10” HDPE Waterline Replacement Crossing I-84**

OWNER: RIVERDALE CITY  
 ENGINEER: CEC, CIVIL ENGINEERING CONSULTANTS, PLLC.

BID DATE: Thursday, February 12, 2015  
 TIME: 2:00 P.M.

BID LOCATION: Riverdale City Offices  
 4600 South Weber River Drive  
 Riverdale City, Utah 84405

BIDDERS NAME	ADDENDUM #1	BID BOND	BID AMOUNT
Whitaker Construction 44 South 1050 West Brigham City, UT 84302			6a HDD: \$94,514.00
			Solid Rock add: \$100.00/ft.
			Cobble add: \$40.00/ft.
			6b. Pipe Burst: \$89,949.00
Brinkerhoff Excavating 3738 North Higley Rd Ogden, UT 84404			6a HDD: \$112,712.50
			Solid Rock add: --
			Cobble add: --
			6b. Pipe Burst: \$141,762.50

BIDDERS NAME	ADDENDUM #1	BID BOND	BID AMOUNT
<p>American Technology 5123 S. Commerce Dr. Murray, UT 84107</p>			6a HDD: \$125,015.00
			Solid Rock add: \$160.00/ft.
			Cobble add: \$80.00/ft.
			6b. Pipe Burst: NO BID
<p>Larry Daley Construction 6030 South 5100 West Hooper, UT 84315</p>			6a HDD: \$126,882.50
			Solid Rock add: \$80.00/ft.
			Cobble add: \$60.00/ft.
			6b. Pipe Burst: NO BID

**BID PROPOSAL TABULATION**

**PROJECT NAME: 10" HDPE Waterline Replacement Crossing I-84**

**BID DATE: Thursday, February 12, 2015**

**OWNER: RIVERDALE CITY**

**PUBLIC WORKS DIRECTOR: SHAWN DOUGLAS**

Bid Item	Description	Quantity	Unit	Whitaker Construction 44 S 1050 W Brigham City, UT 84302		Brinkerhoff Excavating 3738 N Higley Rd Ogden, UT 84404		American Technology 5123 S Commerce Dr Murray, UT 84107	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1.	Mobilization and traffic control.	1	ls.	\$11,900.00	\$11,900.00	\$8,000.00	\$8,000.00	\$7,700.00	\$7,700.00
2.	Asphalt and roadbase patching.	200	sy.	\$40.00	\$8,000.00	\$25.00	\$5,000.00	\$38.00	\$7,600.00
3.	Furnish and install 8" gate valve.	1	ea.	\$1,500.00	\$1,500.00	\$2,300.00	\$2,300.00	\$2,782.50	\$2,782.50
4.	Removal and disposal of existing curb and gutter.	115	lf.	\$4.50	\$517.50	\$10.00	\$1,150.00	\$34.75	\$3,996.25
5.	Removal and disposal of concrete flatwork.	135	sf.	\$0.90	\$121.50	\$3.50	\$472.50	\$21.00	\$2,835.00
6a.	Furnish and install 10" HDPE waterline by pipe horizontal directional drilling.	415	lf.	\$106.00	\$43,990.00	\$130.00	\$53,950.00	\$160.00	\$66,400.00
	Added cost per foot for encountering:								
	Solid rock:			\$100.00				\$160.00	
	Cobble rock 6" dia and greater:			\$40.00				\$80.00	
6b.	ALTERNATE BID ITEM 6a: Furnish and install 10" HDPE waterline by pipe bursting the existing 6" waterline.	415	lf.	\$95.00	\$39,425.00	\$200.00	\$83,000.00	\$0.00	\$0.00
7.	Waterline connection at Sta. 100+71.66.	1	ls.	\$2,750.00	\$2,750.00	\$3,800.00	\$3,800.00	\$1,732.50	\$1,732.50
8.	Waterline connection at Sta. 4+72.07.	1	ls.	\$1,600.00	\$1,600.00	\$3,800.00	\$3,800.00	\$1,732.50	\$1,732.50
9.	Pothole existing waterline.	3	ca.	\$450.00	\$1,350.00	\$1,000.00	\$3,000.00	\$250.00	\$750.00

Bid Item	Description	Quantity	Unit	Whitaker Construction 44 S 1050 W Brigham City, UT 84302		Brinkerhoff Excavating 3738 N Higley Rd Ogden, UT 84404		American Technology 5123 S Commerce Dr Murray, UT 84107	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
10.	Furnish and install 8-inch diameter C-900 pvc culinary waterline.	240	lf.	\$33.00	\$7,920.00	\$48.00	\$11,520.00	\$27.00	\$6,480.00
11.	Reconnection of the culinary water service lateral to the new 8" waterline.	1	ea.	\$625.00	\$625.00	\$1,200.00	\$1,200.00	\$367.50	\$367.50
12.	Furnish 1" diameter clean gravel pipe bedding materials.	120	ton	\$22.00	\$2,640.00	\$16.00	\$1,920.00	\$15.25	\$1,830.00
13.	Furnish clean import material for trench backfill.	450	ton	\$8.00	\$3,600.00	\$10.00	\$4,500.00	\$25.25	\$11,362.50
14.	Furnish and install concrete curb and gutter.	115	lf.	\$28.00	\$3,220.00	\$30.00	\$3,450.00	\$18.00	\$2,070.00
15.	Furnish and install 6-inch thick concrete flatwork.	135	sf.	\$8.00	\$1,080.00	\$10.00	\$1,350.00	\$15.75	\$2,126.25
16.	Adjust valve box ring and cover to finish grade.	2	ea.	\$300.00	\$600.00	\$650.00	\$1,300.00	\$262.50	\$525.00
17.	Remove and replace all landscaping improvements, public/private improvements damaged during construction.	1	ls.	\$3,100.00	\$3,100.00	\$6,000.00	\$6,000.00	\$4,725.00	\$4,725.00
<b>TOTAL BID (with bid item 6a):</b>				<b>\$94,514.00</b>		<b>\$112,712.50</b>		<b>\$125,015.00</b>	
<b>TOTAL BID (with bid item 6b):</b>				<b>\$89,949.00</b>		<b>\$141,762.50</b>		<b>NO BID</b>	
Surety Company				Western Surety Company		The Cincinnati Insurance Company		The Guarantee Company of North America	
City, State				Sioux Falls, South Dakota		Fairfield, Ohio		Southfield, Michigan	
Bid Security - Bid Bond Amount				5%		5%		5%	
Contractor's License Number				227757-5501		324707-5501		857572-5501	

**BID PROPOSAL TABULATION**

**PROJECT NAME: 10" HDPE Waterline Replacement Crossing I-84**

**BID DATE: Thursday, February 12, 2015**

**OWNER: RIVERDALE CITY**

**PUBLIC WORKS DIRECTOR: SHAWN DOUGLAS**

Bid Item	Description	Quantity	Unit	Larry Daley Construction 6030 S 5100 W Hooper, UT 84315	
				Unit Price	Total Amount
1.	Mobilization and traffic control.	1	ls.	\$6,500.00	\$6,500.00
2.	Asphalt and roadbase patching.	200	sy.	\$28.00	\$5,600.00
3.	Furnish and install 8" gate valve.	1	ea.	\$1,800.00	\$1,800.00
4.	Removal and disposal of existing curb and gutter.	115	lf.	\$4.50	\$517.50
5.	Removal and disposal of concrete flatwork.	135	sf.	\$3.00	\$405.00
6a.	Furnish and install 10" HDPE waterline by pipe horizontal directional drilling.	415	lf.	\$195.00	\$80,925.00
	Added cost per foot for encountering:				
	Solid rock:			\$80.00	
	Cobble rock 6" dia and greater:			\$60.00	
6b.	ALTERNATE BID ITEM 6a: Furnish and install 10" HDPE waterline by pipe bursting the existing 6" waterline.	415	lf.	\$0.00	\$0.00
7.	Waterline connection at Sta. 100+71.66.	1	ls.	\$2,100.00	\$2,100.00
8.	Waterline connection at Sta. 4+72.07.	1	ls.	\$1,200.00	\$1,200.00
9.	Pothole existing waterline.	3	ea.	\$600.00	\$1,800.00

Bid Item	Description	Quantity	Unit	Larry Daley Construction 6030 S 5100 W Hooper, UT 84315	
				Unit Price	Total Amount
10.	Furnish and install 8-inch diameter C-900 pvc culinary waterline.	240	lf.	\$28.50	\$6,840.00
11.	Reconnection of the culinary water service lateral to the new 8" waterline.	1	ea.	\$750.00	\$750.00
12.	Furnish 1" diameter clean gravel pipe bedding materials.	120	ton	\$17.50	\$2,100.00
13.	Furnish clean import material for trench backfill.	450	ton	\$18.00	\$8,100.00
14.	Furnish and install concrete curb and gutter.	115	lf.	\$40.00	\$4,600.00
15.	Furnish and install 6-inch thick concrete flatwork.	135	sf.	\$7.00	\$945.00
16.	Adjust valve box ring and cover to finish grade.	2	ea.	\$350.00	\$700.00
17.	Remove and replace all landscaping improvements, public/private improvements damaged during construction.	1	ls.	\$2,000.00	\$2,000.00
<b>TOTAL BID (with bid item 6a):</b>				<b>\$126,882.50</b>	
<b>TOTAL BID (with bid item 6b):</b>				<b>NO BID</b>	
Surety Company  City, State Bid Security - Bid Bond Amount Contractor's License Number				The Guarantee Company of North America Southfield, Michigan 5% 4749197-5501	



---

Minutes of the HDPE Waterline Replacement Crossing I-84 Bid Opening Meeting held Thursday, February 12, 2015 at 2:00 p.m. at the Riverdale Civic Center, 4600 South Weber River Drive.

Present: Shawn Douglas, Public Work Director; Todd Freeman, Civil Engineering Consultants; and Lynette Limburg, Administrative Assistant.

Todd Freeman introduced himself as Riverdale's Engineer, recognized the bidders in attendance, and Public Works Director Shawn Douglas. He explained the process of the bid opening including the required bid bond of five percent and experience paperwork. Mr. Freeman opened the sealed envelopes and read out the bid amounts in the following order:

Americom Technology

Required bid bond attached, experience addendum and a total of:

- 6a HDD \$125,015.00.
- Solid Rock \$160 per foot
- Cobble \$ 80 per foot
- Pipe Burst \$ NA

Brinkerhoff Excavating

Required bid bond attached. No experience addendum attached and a total of:

- 6a HDD \$112,712.50
- Solid Rock \$, NA
- Cobble \$ NA
- Pipe Burst \$141,762.50

Larry Daley Construction

Required bid bond attached, experience addendum and a total of:

- 6a HDD \$126,882.50
- Solid Rock \$ 80 per foot
- Cobble \$ 60 per foot
- Pipe Burst \$ NA

Whitaker Construction

Required bid bond attached, experience addendum and a total of:

- 6a HDD \$ 94,514.00
- Solid Rock \$100 per foot
- Cobble \$ 40 per foot
- Pipe Burst \$ 89,949.00

Mr. Freeman said Whitaker Construction is the apparent low bidder at \$ 89,949.00 and he said a bid tabulation will be done to verify all the numbers before a recommendation is made to the Riverdale City Council to award the bid. He asked for any questions or comments. There were no additional questions or comments. Mr. Freeman thanked all the bidders for their time and stated that the city recorder will file the project bids after his firm verifies the numbers and compiles bid tabulations on the projects for consideration at the City Council meeting.

The meeting adjourned at 2:10 p.m.



---

January 28, 2015

## **Notice of Request for Bids**

Riverdale City gives notice that it is currently requesting bids for 10” HDPE Waterline Replacement Crossing I-84. Sealed bids will be received at the office of the Riverdale City Recorder, until 2:00 PM., on February 12, 2015 address 4600 S. Weber River Drive Riverdale, Utah 84405. For more information visit the city’s website at [www.riverdalecity.com](http://www.riverdalecity.com).

January 28, 2015

TO: Standard Examiner Legal Notices

**PUBLIC NOTICE**

Riverdale City gives notice that it is currently requesting bids for 10" HDPE Waterline Replacement Crossing I-84. Sealed bids will be received at the office of the Riverdale City Recorder, until 2:00 PM., on February 12, 2015 address 4600 S. Weber River Drive Riverdale, Utah 84405. For more information visit the city's website at [www.riverdalecity.com](http://www.riverdalecity.com).

Please publish twice, once on Sunday February 1, 2015 and once on Sunday February 8, 2015.

**PROOF OF PUBLICATION REQUIRED**

Please acknowledge receipt of notice by return fax or e-mail to:

Ember Herrick  
Riverdale City Recorder  
Fax: 801-399-5784  
Phone: 801-394-5541 ext 1232  
[eherrick@riverdalecity.com](mailto:eherrick@riverdalecity.com)

Notice received by Standard Examiner \_\_\_\_\_  
Date

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

DOCUMENT 00100

ADVERTISEMENT FOR BIDS

PROJECT NAME: **10" HDPE Waterline Replacement Crossing I-84.**

PROJECT LOCATION: Golden Spike Park to Sportsman's Warehouse crossing I-84 in Riverdale City.

OWNER: Riverdale City  
4600 South Weber River Drive  
Riverdale City, Utah 84405-3764

OWNERS CONTACT: Shawn Douglas Public Works Director, 801-394-5541.

ENGINEER: CEC, Civil Engineering Consultants, PLLC., 5141 South 1500 West, Riverdale City, Utah 84405, Telephone Number: 801-866-0550, Fax Number: 801-866-0551.

BID SUBMITTAL: Sealed bids will be received at the office of the City Recorder, of Riverdale City, until 2:00 PM., on February 12th, 2015; and then at said office publicly opened and read aloud.

DESCRIPTION OF BID WORK: The work includes furnishing all labor, tools, materials, equipment, transportation, and services required for construction of the above projects; consisting of the following items of work: mobilization; removal of curb & gutter; removal of sidewalk; removal of asphalt and roadbase; removal of concrete flat work and driveway approaches, furnishing and installing approximately 415 feet of 10-inch HDPE waterline under I-84 by either pipe bursting or directional drilling, installation of approximately 200 feet of 8-inch PVC waterline, installation of concrete flat work, drive approaches, sidewalk and curb & gutter, installation of asphalt and roadbase surfacing and all appurtenant work in accordance with the Drawings and Specifications prepared by the Engineer, CEC, Civil Engineering Consultants, PLLC.

ESTIMATE: The Engineer's Estimate of Cost for the total project is \$81,500.

CONTRACT DOCUMENTS: Contract documents may be examined at the offices of the Engineer at 5141 South 1500 West, Riverdale, Utah, 84405.

COPIES OF THE CONTRACT DOCUMENTS: Copies of Contract Documents may be obtained from the offices of the Engineer for a non-refundable payment of \$40.00 for each.

PROJECT ADMINISTRATION: Questions in regards to the proposed project shall be directed to the Engineer, noted above. No drawing, specifications, product substitution and/or interpretations will be made unless noted with "Addendum".

PRE-BID MEETING: A **NON-MANDATORY** pre-bid meeting for this project **WILL BE HELD**. The pre-bid meeting will be held on Tuesday, February 3, 2015 at 1:00 P.M. at the project site located at 5000 South 1150 West Street at the Golden Spike Park parking lot. The contractor is encouraged to visit the site.



STANDARD EXAMINER  
OGDEN PUBLISHING CORP  
PO BOX 12790  
OGDEN UT 84412-2790

ORDER CONFIRMATION

Salesperson: LEGALS

Printed at 01/30/15 10:53 by dmailo

-----  
Acct #: 100310

Ad #: 568167

Status: N

RIVERDALE CITY CORP  
4600 S WEBER RIVER DR  
RIVERDALE UT 84405-3782

Start: 02/01/2015 Stop: 02/08/2015  
Times Ord: 2 Times Run: \*\*\*  
LEGL 1.00 X 1.17 Words: 64  
Total LEGL 1.25  
Class: 30090 LEGALS  
Rate: LEGLS Cost: 90.50  
# Affidavits: 1

Contact: EMBER HERRICK  
Phone: (801)394-5541ext  
Fax#: (801)399-5784ext  
Email: @riverdalecity.com  
Agency:

Ad Descrpt: BIDS WATERLINE REPLACEMEN  
Given by: EMAIL EMBER HERRICK  
Created: dmail 01/30/15 10:50  
Last Changed: dmail 01/30/15 10:53

-----  
PUB ZONE ED TP START INS STOP SMTWTFS  
SE A 97 S 02/01,08  
-----

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Name (signature)

**PUBLIC NOTICE**

Riverdale City gives notice that it is currently requesting bids for 10 HDPE Waterline Replacement Crossing I-84. Sealed bids will be received at the office of the Riverdale City Recorder, until 2:00 PM, on February 12, 2015, address 4600 S. Weber River Drive, Riverdale, Utah 84405. For more information visit the city's website at [www.riverdalecity.com](http://www.riverdalecity.com).

Pub: February 1, 8, 2015. 568167

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
March 3, 2015**

**AGENDA ITEM: G3**

**SUBJECT:** Consideration of Resolution 2015-3 awarding a bid for residential/commercial water meter upgrade to radio read for Riverdale City following an RFP

**PETITIONER:** Public Works

**ACTION REQUESTED BY PETITIONER:** Consideration of Resolution 2015-3 awarding a bid for residential/commercial water meter upgrade to radio read for Riverdale City following an RFP

**INFORMATION:** [Executive Summary](#)

[Resolution 2015-3](#)

[Neptune Technology Group Inc. Bid](#)

[Notice of Request for Bids and Proof of Publication](#)

[List of bids received by deadline November 26, 2014](#)

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



### City Council Executive Summary

For the Council meeting on:  
March 3, 2015

Petitioner:  
Shawn Douglas, Public Works Director

#### Summary of Proposed Action

Consideration of Resolution 2015-3 awarding a bid for residential/commercial water meter upgrade.

#### Summary of Supporting Facts & Options

We have received and reviewed the RFP for Water Meter Upgrade. We received bids ranging from \$445,048.00 to \$664,163.68. Kirk and Jake from the public works department went with eight different cities over a two week period and read with the proposed systems. We also did a written score evaluation of the four proposals based on the six key elements. Based on the information we gathered in the field and the scores on the written evaluation I would propose that we use Meter Works and Neptune Meters. The total purchase price of the meters and software equipment was \$555,015.00. We also had each vendor provide an option to install some or all of the meters. Meter Works provided the low cost per meter should we chose to have some of the installs done. We would follow the plan that we have discussed in strategic planning meetings to implement the meters into the system over a five to six year time frame. It would be my recommendation that we move forward with the purchase and installation of the meters Meter Works based on the budget amount of \$100,000.00.

#### Legal Comments - City Attorney

Steve Brooks, Attorney

#### Fiscal Comments - Treasurer/Budget Officer

Lynn Fortie, Business Administrator

#### Administrative Comments - City Administrator

*MUCH NEEDED IMPROVEMENT!*

Rodger Worthen, City Administrator



RESOLUTION NO. 2015-3

A RESOLUTION OF THE CITY COUNCIL OF RIVERDALE CITY, UTAH, AWARDING A BID FOR A RESIDENTIAL/COMMERCIAL WATER METER UPGRADE; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Riverdale City (herein City) is in need of a water meter upgrade to Radio Read in order to maintain an adequate level of service to its residents and to meet the needs of the City; and

WHEREAS, a Request for Proposals (RFP) was properly advertised according to state law and four (4) firms responded and were evaluated by City staff, and

WHEREAS, City staff recommends that the City secure the services of Meter Works and Neptune Meters to provide services to the City for the water meter upgrade by entering into services agreements.

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

SECTION 1. That the City Council approves the recommendation of city staff to appoint Meter Works and Neptune Meters to provide a residential/commercial water meter upgrade to the City.

SECTION 2. That the City Administrator and staff are hereby authorized to draft, discuss and negotiate a contracts and all other terms and conditions of said agreement with Meter Works and Neptune Meters to provide the services necessary for the residential/commercial water meter upgrade to Radio Read in order to meet the needs of Riverdale City and further, that the Mayor is hereby authorized to execute the agreement and all other documents necessary for the carrying out of the agreement.

SECTION 3. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 4. That this resolution shall take effect immediately upon its adoption by the City Council of Riverdale City, Utah.

PASSED, ADOPTED AND ORDERED POSTED this 3<sup>rd</sup> day of March, 2015

---

Norm Searle, Mayor

Attest:

---

Ember Herrick, City Recorder



# NEPTUNE

TECHNOLOGY GROUP INC.

1600 Alabama Highway 229  
Tallahassee, AL 36078  
www.neptunetg.com

Quote Provided By: **METERWORKS**

No. of Pages: 1

Date: 11/26/14

Prices Valid Until: \_\_\_\_\_

## PRICE QUOTATION

Customer

Company: Riverdale City  
Address: 4600 S. Weber River Dr.  
Attn: Shawn Douglas  
Phone: (801) 394-5541 Ext. 1217  
Email: \_\_\_\_\_

Project

Job/City: Riverdale City  
Bid Number: Option A - Meters  
Bid Date: N/A

Quantity	Product Description	Unit Price	Total
1	<b><u>R900i Register Only for Existing Neptune Meters</u></b> 5/8" x 3/4" R900i Register Only for existing Neptune Meters	\$ 172.00	
1	<b><u>Neptune T-10 R900i Radio Read Meters</u></b> 5/8" x 3/4" T-10 Neptune R900i Radio Read Meter w/ 6' Antenna	\$ 190.20	
1	1" T-10 Neptune R900i Radio Read Meter w/ 6' Antenna	\$ 288.00	
1	1.5" T-10 Neptune R900i Radio Read Meter w/ 6' Antenna	\$ 495.60	
1	2" T-10 Neptune R900i Radio Read Meter w/ 20' Antenna	\$ 604.80	
1	<b><u>Neptune Compound R900i Radio Read Meters</u></b> 3" Neptune Tru/Flo Compound R900i Radio Read Meter w/ 20' Antenna	\$ 2,066.40	
1	4" Neptune Tru/Flo Compound R900i Radio Read Meter w/ 20' Antenna	\$ 2,709.60	
1	6" Neptune Tru/Flo Compound R900i Radio Read Meter w/ 20' Antenna	\$ 4,404.00	
1	<b><u>Neptune Reading Equipment and Software</u></b> N-Sight Meter Reading software compatible with Caselle Clarity	No Charge	
2	Trimble Nomad Handheld w/ Belt Clip Receiver	\$ 3,300.00	\$ 6,600.00
1	MRX 920 Mobile Unit with Touch Screen Laptop	No Charge	
1	Training and Setup on Neptune System	No Charge	
1	N-Sight Software Annual Maintenance (First Year is already included)	\$ 750.00	
<b>TOTAL</b>			<b>55,5015.60</b>

**Notes**

Add \$5.00 per meter per year for 4 additional years. This assumes an increase in the annual PPI (Producers Price Index)  
If the PPI remains flat from the previous year then the previous price will be held over. \$5.00 is worst case scenario.

FOB Riverdale City  
TERMS NET 30  
DELIVERY 3-4 Weeks

**METERWORKS**

Name Ken Sheffield  
Title Sales Representative  
Address 1199 West 850 North  
Centerville, UT 84014  
Phone (801) 309-6612  
Email ken.sheffield@meterworks.net

WE APPRECIATE THE OPPORTUNITY  
TO PROVIDE PRICING ON THE  
PRODUCTS LISTED AND LOOK  
FORWARD TO SERVING YOU



# NEPTUNE

TECHNOLOGY GROUP INC.

1600 Alabama Highway 229  
Tallahassee, AL 36078  
[www.neptunetg.com](http://www.neptunetg.com)

Quote Provided by: **METERWORKS**

No. of Pages: 1

Date: 11/26/14

Prices Valid Until: \_\_\_\_\_

## PRICE QUOTATION

Customer

Company: Riverdale City  
Address: 4600 S. Weber River Dr.  
Attn: Shawn Douglas  
Phone: (801) 394-5541 Ext. 1217  
Email: \_\_\_\_\_

Project

Job/City: Riverdale City  
Bid Number: Option B - Installation and  
need to include Option A - Meters

Quantity	Product Description	Unit Price	Total
<b>Neptune Meter Installation</b>			
1	Installation of R900i <u>Register Only</u> for existing Neptune Meters	\$ 12.00	
1	Installation of 5/8" x 3/4" Meter w/ R900i Register and Pit Antenna	\$ 24.50	
1	Installation of 1" Meter w/ R900i Register and Pit Antenna	\$ 24.50	
1	Installation of 1.5" Meter w/ R900i Register and Pit Antenna	\$ 95.00	
1	Installation of 2" Meter w/ R900i Register and Pit Antenna	\$ 95.00	
*Installation Price of 1.5" & 2" Meters are based on Meters fitting into existing meter lay length. If additional plumbing is required they will be returned back to the city.			
*	We don't install meters 3" and larger. Every large meter vault is different.		
<b>Holes Cut Into Existing Lids</b>			
1	Holes cut into existing lids for Neptune Antenna (Standard Residential Lid)	\$ 6.50	
1	New D&L 12" lid 2240 with recessed hole for Neptune Antenna.	\$ 12.50	
Note: Prices for installation are based on all meters and valves being readily accessible. MeterWorks has no control over the conditions of existing pipes; Hence MeterWorks will not be held responsible for any damage due to a broken pipe including the replacement of any broken pipe. However, they will turn the water off (if possible) and notify the Water District immediately.			
*	Prices will be held for Installation for all five years!		
*	Price for D&L lid may change over the 5 years. (Per D&L Pricing)		
<b>TOTAL</b>			\$ -

Notes

We specialize in changing out meters to the Neptune Radio System. We have changed out approx 100,000 meters and have an excellent track record. We will ensure you have a smooth change-out by testing every radio in the system with billing. This means when we are done your system will be working at 100%.

FOB Riverdale City

TERMS NET 30

DELIVERY \_\_\_\_\_

**METERWORKS**

Name Ken Sheffield  
Title Sales Representative  
Address 1199 West 850 North  
Centerville, UT. 84014  
Phone (801) 309-6612  
Email ken.sheffield@meterworks.net

WE APPRECIATE THE OPPORTUNITY  
TO PROVIDE PRICING ON THE  
PRODUCTS LISTED AND LOOK  
FORWARD TO SERVING YOU



---

November 5, 2014

# **Notice of request for bids for residential/ commercial water meter upgrade to radio read**

**Bid deadline 1:00 p.m. November 26, 2014**

To Riverdale Public Works Director Shawn  
Douglas address 4600 S. Weber River Drive  
Riverdale, Utah

Riverdale City gives notice that it is currently seeking bids for residential/commercial water meter upgrade to radio read. For more information see the attached advertisement or visit the city's website at [www.riverdalecity.com](http://www.riverdalecity.com).

# Proof of Publication

State of Utah                    ss  
County of Weber

**RIVERDALE CITY  
REQUEST FOR BIDS FOR  
RESIDENTIAL/COMMERCIAL WATER  
METER UPGRADE TO RADIO READ**

Riverdale City is seeking bids for residential/commercial water meter upgrade to radio read.

Proposals must be submitted to Public Works Director Shawn Douglas 4500 South Weber River Drive, Riverdale, Utah, by 1:00 p.m. Wednesday November 26, 2014.

The RFP can be viewed at [www.riverdalecity.com](http://www.riverdalecity.com) or may be examined at the City Offices.

Pub.: November 9, 16, 2014. 563264

Susan Bennett being first duly sworn, deposes and says:

That she/he is a citizen of the United States, over the age of eighteen years, and not interested in the above entitled matter; that she/he is the principal clerk of the Standard Examiner, which is, and was at the times of publication herinafter mentioned a newspaper of general circulation in the counties of Weber, Davis, Box Elder and Morgan, State of Utah: printed and published daily therein at Ogden City, that the notice attached hereto:

### REQUEST FOR BIDS

Was published in said newspaper 2 times

First, on                    11/9/2014                    and last on                    11/16/2014

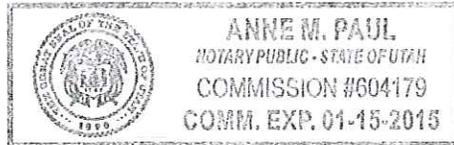
That said notice was published in every number of the regular issue of the said newspaper at times of publication as above specified, and as per legal requirements electronically.

Susan Bennett

Subscribed and sworn to before me on                    11/17/2014

Anne M. Paul

Notary Public



November 6, 2014

TO: Standard Examiner Legal Notices

RIVERDALE CITY  
REQUEST FOR BIDS FOR RESIDENTIAL/COMMERCIAL WATER METER  
UPGRADE TO RADIO READ

Riverdale City is seeking bids for residential/commercial water meter upgrade to radio read.

Proposals must be submitted to Public Works Director Shawn Douglas 4600 South Weber River Drive, Riverdale, Utah, by 1:00 p.m., Wednesday November 26, 2014.

The RFP can be viewed at [www.riverdalecity.com](http://www.riverdalecity.com) or may be examined at the City Offices.

Publish twice, once on November 9, 2014 and once on November 16, 2014.

**PROOF OF PUBLICATION REQUIRED**

Please acknowledge receipt of notice by return fax or e-mail to:

Ember Herrick  
City Recorder  
Fax: 801-399-5784  
Phone: 801-436-1232  
[eherrick@riverdalecity.com](mailto:eherrick@riverdalecity.com)

OGDEN PUBLISHING CORP  
PO BOX 12790  
OGDEN UT 84412-2790

ORDER CONFIRMATION

Salesperson: LEGALS

Printed at 11/07/14 11:13 by dmailo

-----  
Acct #: 100310

Ad #: 563264

Status: N

RIVERDALE CITY CORP  
4600 S WEBER RIVER DR  
RIVERDALE UT 84405-3782

Start: 11/09/2014 Stop: 11/16/2014  
Times Ord: 2 Times Run: \*\*\*  
LEGL 1.00 X 1.66 Words: 71  
Total LEGL 1.75  
Class: 30090 LEGALS  
Rate: LEGLS Cost: 126.50  
# Affidavits: 1

Contact: EMBER HERRICK  
Phone: (801)394-5541ext  
Fax#: (801)399-5784ext  
Email: @riverdalecity.com  
Agency:

Ad Descrpt: BIDS WATER METER UPGRADE  
Given by: EMAIL EMBER HERRICK  
Created: dmail 11/07/14 11:11  
Last Changed: dmail 11/07/14 11:13

-----  
PUB ZONE ED TP START INS STOP SMTWTFS  
SE A 97 S 11/09,16  
-----

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Name (signature)

**RIVERDALE CITY  
REQUEST FOR BIDS FOR  
RESIDENTIAL/COMMERCIAL WATER  
METER UPGRADE TO RADIO READ**

Riverdale City is seeking bids for residential/commercial water meter upgrade to radio read.

Proposals must be submitted to Public Works Director Shawn Douglas 4600 South Weber River Drive, Riverdale, Utah, by 1:00 p.m., Wednesday November 26, 2014.

The RFP can be viewed at [www.riverdalecity.com](http://www.riverdalecity.com) or may be examined at the City Offices.

Pub: November 9, 16, 2014. 563264

---

# RIVERDALE CITY

## REQUEST FOR PROPOSALS

---

### RESIDENTIAL/COMMERCIAL WATER METER UPGRADE TO RADIO READ

---

#### INTRODUCTION

Riverdale City (Herein to referred as the "City") is requesting proposals from qualified vendors/contractors to upgrade our existing residential and commercial water meters to radio read. The services requested are highlighted in the Scope of Services section of this request.

Riverdale City shall not be responsible for any expense incurred by the firm in preparing and submitting a proposal or expenses incurred related to subsequent inquiries or interviews for evaluation or contract negotiations. All materials submitted in response to this request for proposals will become the property of the City.

Vendors/contractors who submit a response to this request for proposals may be required to make an oral presentation of their proposal with participation by the supplier's key project personnel. The City reserves the right to request clarification of information submitted and to request additional information of any or all who submit a proposal.

Vendors/Contractors must submit three (3) copies of their proposal. All proposals must be signed in ink by principal(s) authorized to negotiate and contract for the work. Proposals must be submitted in a sealed envelope and shall be appropriately labeled to identify the Request for Proposals and opening date. Timely delivery of the Proposal shall be the sole responsibility of the proposing vendor/contractor. Proposals must be received by the office of the City no later than 1:00 pm, local time, November 26, 2014. Proposals received after 1:00 pm will be rejected; proposals via facsimile will not be accepted. Inquiries relating to this request and proposals are submitted to:

Shawn Douglas

Public Works Director

4600 South Weber River Dr.

Riverdale, Utah 84405

PH: 801-394-5541 Ext. 1217

## PROPOSAL REQUIREMENTS/FORMAT

---

### COVER LETTER

---

A cover letter shall accompany the proposal.

### BACKGROUND OF VENDOR/CONTRACTOR

---

Maximum one page

- Provide a brief description of the company size, primary business, location, and years in business.
- Include information on the local contact and customer support representative.

### CONTRACTOR EXPERIENCE

---

Maximum three pages

- Outline five projects completed within the last five years that show the company's experience with similar work, provide client contact information. Three of the projects must be within 50 miles of Riverdale City.

### EQUIPMENT

---

Maximum five pages

- Provide a brief summary of your company's meters and meter reading systems features.
- Meters and meter reading systems must meet required specifications.
- Warranty.

### PRICING

---

Maximum two pages

- Provide Riverdale City with the requested pricing options.
- Provide how long the pricing for each option is effective.

---

## APPROACH TO THE WORK

---

Maximum five pages

- Provide the approach to the work including anticipated meter installation schedule, training, customer support, software installation, and any items required of the city.

---

## SELECTION CRITERIA

---

Proposals will be evaluated on the basis of the written materials provided, with clarifications as needed and requested by the City through telephone calls. If additional information is needed, oral presentations may be requested. Vendors not meeting key element in the specifications may be requested to provide a written response. Points will be scored on each category outlined in the Proposal Requirement Section. If interviews are requested, points earned in the interview process will be added to the proposal points for a grand total. The vendor/contractor with the most points will be invited to contract with Riverdale City to upgrade its meters to radio read.

The City reserves the right to revise or amend the specifications prior to the date set for receiving proposals. This date may be postponed if deemed necessary by the City. Such revisions and amendments, if any, will be announced by written addendum to the Request for Proposals.

The City reserves the right to reject any or all proposals, to waive any technicalities in proposals received to negotiate and to accept the proposal, which shall be in the City's' best interest. The City may cancel this Request for Proposals or reject proposals at any time prior to an award.

---

## SCOPE OF SERVICES

---

---

### EXISTING METER SYSTEM:

---

The City issues this RFP to upgrade various size manual read meters, to procure a meter reading system capable of meeting the current and future meter reading needs within our service area.

The scope of work involves, but is not limited to; replacing all meters to radio read meters. The proposal will include scope, schedule, and cost of providing and installing a meter reading system including necessary software, hardware, and all essential training and installation support.

Riverdale City currently uses SENSUS/NEPTUNE brand meters for approximately 2355 accounts. These meters are manual read meters. Of those there are 2141 5/8 x 3/4 inch meters and 62 1- inch meters. The successful bidder will address in their proposal the best cost scenario regarding whether to replace or retain these meters.

Riverdale City uses CASELLE CLARITY for billing software. The proposal must include system components necessary to ensure the meter reading and billing systems are compatible. No new billing software will be considered.

The reading equipment shall be capable of receiving meter readings while utilizing a handheld reading device and/or a mobile reading unit. It is the intent of Riverdale City to have the vendor provide the meter reading equipment with absolute encoder registers.

---

### CURRENT LIST OF ACTIVE METERS

---

SIZE	QUANTITY
5/8x3/4	2128
1	62
1 1/2	53
2	92
3	11
4	7
6	2
<b>Total</b>	<b>2355</b>

---

### FUNDING REQUIREMENTS

---

Due to funding considerations, the City will phase the radio read meters into the system and must have the capability to incorporate manual read, and radio read in the same route.

## PRICING

---

Riverdale City is requesting pricing of the following options:

Option A - Phased purchase of all residential and commercial meters to radio read capabilities over a five (5) year period.

Option B - Phased purchase and installation change out of all residential and commercial meters to radio read capabilities over a five (5) year period.

Option A - Shall break down the pricing to the following items:

1. 5/8"x3/4" Residential/Commercial Water Meter
2. 1" Residential/Commercial Water Meter
3. 1 ½ "Residential/Commercial Water Meter
4. 2" Residential/Commercial Water Meter
5. 3", 4", and 6" Commercial Water Meters
6. Meter Reading Software compatible with the current Caselle Clarity Billing System
7. Two hand held meter reading units
8. Upgrade to a mobile unit
9. Training
10. Yearly Customer Support Charge if applicable

Option B- Shall break down the pricing to the following items:

1. 5/8"x3/4" Residential Water Meter
2. Install 5/8" Residential Water Meter
3. 1" Residential Water Meter
4. Install 1 " Residential Water Meter
5. 1 ½" Residential/Commercial Water Meter
6. Install 1 ½ Commercial/Residential Water Meter

7. 2" Residential/Commercial Water Meter
8. Install 2" Residential/Commercial Water Meter
9. 3", 4", and 6" Commercial Water Meters
10. Install 3", 4", 6", and 8" Commercial Water Meters
11. Drill Manual Read Meter Lids (as necessary) or replace Manual Read Meter Lids with 2" hole (if needed)
12. Meter Reading Software compatible with the current Caselle Clarity Billing System
13. Two hand held meter reading units
14. Upgrade to a mobile unit
15. Training
16. Yearly Customer Support Charge if applicable

---

## SPECIFICATIONS

---

### GENERAL

---

All cold water meters (positive displacement type – magnetic drive ¾" – 2") furnished shall conform to the "Standard Specifications for Cold Water Meters" C700, latest revision issued by AWWA.

### VENDOR QUALIFICATIONS

---

The qualified vendor will have a minimum of thirty years' experience with meter reading systems. The selected Vendor shall be thoroughly versed in encoder meter technology and be a major supplier in the local market place. The proposed system shall be manufactured and maintained by the selected vendor or an equity partner. All vendors shall document which water meter manufactures and models they are capable of integrating with the proposed meter reading equipment. A customer reference list of local customers shall be enclosed with the proposal.

## TYPE

---

Only magnetic-driven positive displacement meters will be considered.

## SIZE, CAPACITY, LENGTH

---

The size, capacity, and meter lengths shall be as specified in AWWA Standard C700 latest revision.

All meter main cases shall be made of brass that meets the ANSI/NSF 61 standard. The serial number should be stamped between the outlet port of the main case and the register. Main case markings shall be cast raised and shall indicate size, model, direction of flow and NSF 61 certification. Plastic main cases are not acceptable.

The 5/8" x 3/4" meters shall have a synthetic polymer or cast iron bottom cap option.

All meters must be adaptable to a field programmable absolute encoder register without interruption of the customer's service.

## BOLTS

---

All main cases bolts shall be of stainless steel to prevent corrosion.

## REGISTRER

---

The register must be an Absolute Digital Encoder integrated with the radio, capable of transmitting a minimum of eight digit resolution for leak detection. Register shall include a through lid antenna for improved radio reception.

## PERFORMANCE

---

To ensure accuracy, each meter must be accompanied by a factory test tag certifying the accuracy at the flows required by AWWA C700. Normal meter operating range shall have an accuracy range of t/- 1.5%.

## MANUFACTURES

---

Manufactures shall have a minimum of fifteen years of field and production experience with all sizes and models quoted. Manufactures shall provide only one model of meter which complies with these specifications. Meters and radios will be supplied from same manufacture. Support for meter reading equipment shall be from same manufacturer. Performance and warranty issue shall be addressed through the same manufacturer.

## METER READING SYSTEM OVERVIEW

---

The meter reading system shall be adaptable to walk-by and mobile methods of collecting data. The transition from walk-by to mobile shall be seamless and allow all methods to operate together in a hybrid system. Vendor shall also show how there system would be integrated or upgraded to a fixed base data collection. A list of the necessary components and costs for this upgrade shall be included.

The meter reading system shall include a walk-by system providing a migration path from the walk-by to mobile applications. The difference between the two systems shall be the method of gathering the meter readings. The systems are not mutually exclusive - they can be used together seamlessly. The first shall use the handheld data collection device; the second shall use a mobile data collection device driven near the customer premises to collect reads. Each method shall add its unique value to Riverdale City and the choice shall be driven by the needs of Riverdale City and its customers.

The walk by system shall also give the user the ability to collect metering data in the following ways:

1. Keyed Entry
2. Induction probing
3. RF communication

## ROUTE MANGEMENT SOFTWARE

---

The Route Management Software must be meter reading software that will transfer files between the Utility Billing System (Caselle Clarity) and the data collection devices. The route management software must be configurable for either a standalone installation or operate in a client/server environment.

## BASIC FUNCTIONS

---

The software must provide easy management of the meter reading data. After the readings are collected, they must be uploaded to the PC for review and reporting and exported to a file to be sent to the Utility Billing System. New meter reading routes must then be imported into the database and prepared for loading into the handheld.

The meter reading software shall manage the routes that are loaded into the data collection device and be able to split them into multiple routes if necessary.

## TYPICAL READ CYCLE

---

In a typical Read Cycle, the meter reading system must allow the following operations:

- Merging of routes into the existing database for loading onto a data collection device.
- The selection of routes to be read, splitting of routes and assignment of routes to a data collection device.
- Generate the route file and load it onto the data collection device or flash drive or other data storage device.
- Uploading routes from the data collection device.
- Posting of readings from the data collection device onto the appropriate accounts within the database.
- Making a backup copy of the routes within the database. (Including current system configurations)
- Printing pre-selected reports.
- Exporting routes out of the database to be sent to the utility billing system.

## REPORTS

---

The software must provide a powerful custom report generator, allowing the user to select and order specific fields from the database to be printed; in addition, allows the entire database to be sorted by criteria such as date, reader ID or other specified fields.

## DATA COLLECTION DEVICES

---

### WALK-BY SYSTEM

---

In a walk-by system, the system must give the user the ability to collect metering data in several ways:

- Keyed entry
- Inductive probing
- RF communication: The meter must be attached to an RF meter interface unit; the handheld must have an RF receiving device.

The proposed walk-by data collection system must include: A handheld data collection device which shall be a combination of a handheld unit and its antenna. Communication cradles for charging and loading the handheld unit.

### BASIC FUNCTIONS

---

The handheld data collection device shall have the capability to collect and store meter readings at any time during the meter reading route by the use of an alphanumeric keypad.

The unit shall be able to obtain all types of readings on any particular route without:

- Manual use through the use of an alphanumeric keypad
- Probing of water meters equipped with supported absolute encoders. Via radio frequency

The unit shall be able to obtain all types of readings on any particular route without:

- Reprogramming of the handheld computer.
- Physical change of the software contained within the unit while in the field.
- Access through special software menus contained within a given route/program.

The handheld data collection device must be able to multitask by collecting data while in keyed entry meter reading mode.

## CASE

---

The unit must be able to withstand a minimum six-foot drop to concrete.

The handheld shall be ergonomically designed to be comfortable for handheld meter reading.

## BATTERY

---

The battery capacity must be sufficient for a minimum of 8 hours of meter reading.

The handheld unit must come with a power management system de-signed to conserve power.

The handheld unit must come with an integrated intelligent fast charge capability that allows for full charge in 4 hours.

Rechargeable Lithium Ion batteries shall be made with a technology that does not develop memory effect.

## CARRYING METHOD

---

A handheld strap must be provided with each unit and must provide ease of use for right or left-handed operators.

## ENVIROMENTAL CHARACTERISTICS

---

The handheld must include but not be limited to the following:

1. The unit must operate in temperature range of -4F to +122 F.
2. The device shall be water resistant, capable of unlimited exposure to spray or splash (rain or snow).
3. The device must be protected against an 8kV static discharge without the loss of data.
4. The unit must be resistant to various chemical products and must be sealed to keep out dust, humidity, and water.

5. The device must be shock resistant exceeding EIC68-2-32 method 1(1 meter drop on concrete).
6. The unit must be CE and FCC certified.

## RIVERDALE CITY RESIDENTIAL/COMMERCIAL WATER METER UP- GRADE TO RADIO READ SPECIFICATIONS

---

### BASIC FUNCTIONS

---

The handheld software must be easy to use and give the meter reader control over the route in searching for accounts, tagging accounts for later action, entering related notes and manually reading meters.

The handheld software must include entry of meter readings.

In addition, the handheld software shall include but shall not be limited to the following basic features:

- User customizable key assignments.
- Allows manual or automatic entry of meter readings, ID numbers and note codes.
- Performs high/low test readings.
- Date and time stamped to each reading.
- Identifies type of reading-manual keyed, probed, or RF MIU.
- Performs unread meter search.
- Found meter processing for new accounts.
- Forward or reverse walk order.
- Data search capability.
- Auto search for automatic reading of encoded meters.
- Displays the number of read and unread accounts on demand.

### SOUNDS/NOTIFICATIONS

---

Unit must notify/confirm successful meter readings by notifying the operator with an audible tone.

## RADIO FREQUENCY CAPABILITY

---

The reading system must be capable of being upgraded to radio frequency communications. Riverdale City plans to read water meters equipped with radio frequency meter interface units. Only absolute encoder registers will be acceptable. In the radio read system, the encoder registers will be connected to a MIU that shall provide the radio link from the meter to the handheld interface unit.

## RADIO FREQUENCY READING FUNCTION

---

The function of the handheld in radio frequency mode is to provide Riverdale City the capability of reading meters via radio signals. The handheld must be capable of receiving RF readings. All transmissions from supported MIUs will be collected. The reading of any MID shall be automatically stored in the proper account record without the intervention of the meter reader.

## TRAINING AND SUPPORT

---

A proven, detailed training plan must be developed by the vendor with approval by the utility based on pre-implementation meetings. The following are items to be determined during these meetings:

- Identify the training personnel and the employees to be trained.
- Identify training schedules for hardware, software and total system products.
- Define acceptance criteria for system deployment.

Riverdale City Residential/Commercial Water Meter Upgrade to Radio Read Specifications  
The vendor shall be responsible for fully training Utility personnel in the system mapping, deployment planning and installation.

## SUPPORT SERVICES

---

The vendor shall have a Customer Support Department. The Customer Support Department is required to maintain a telephone Help Desk and must have the capability of continuing

the support through the use of a service agreement. A list of required services to be provided by the Help Desk includes but is not limited to the following:

- Answer and resolve hardware/software/operation/maintenance questions and problems.
- Evaluation of information for updates or revisions.
- Evaluation of personnel for training needs.
- Additional on-site training or evaluation as needed.

The Help Desk must be available weekdays between 8:00 a.m. and 5:00 p.m. MST with after-hours numbers available to be used by the utility personnel as needed.

---

## INSTALLATION AND TRAINING

---

Complete installation and operating instructions will be included for all of the supplied hardware and software equipment. The training must be supplied by the system manufacturer or approved vendor representative. The proposal must include any additional costs for training and assistance to install and begin operation of the system. The Vendor will also inform the customer of what pre-installation activities are to be completed and what support material will be needed for the initial installation.

---

## SYSTEM MAINTENANCE AND SUPPORT

---

In addition to warranty periods, Vendors are required to supply information on required or optional maintenance programs beyond the warranty period for both hardware and software. Vendor must offer multiple-year maintenance contracts so (Utility) can take advantage of multi-year discounts.

The location of and procedures for obtaining such support shall be stated. A toll-free Help Desk number must be provided for system support.

---

## PERFORMANCE WARRANTIES

---

In evaluating bid submittals, warranty coverage will be considered. The Vendor shall be required to state its warranty and/or guarantee policy with respect to each item of proposed equipment. The procedure for submitting warranty claims must also be provided.

As a minimum, the electronics shall be warranted for one year from date of shipment for defects in material and workmanship.

---

## METER INSTALLATION/MANAGEMENT

---

---

### INSTALLATION

---

Contractor shall install the new water meters or update the current meters (including other brand meters) to radio read by the route chosen by Riverdale City. Contractor must install a meter appropriate for the size of water service line for each service; however, Riverdale City reserves the right to prescribe the size meter it feels appropriate for any installation site.

---

### DIFFICULTY WITH EXISTING METER PITS

---

Contractor will notify the City of any problems in the pit which prevent the Contractor from doing an installation, such as leaks in water lines, meter boxes or resident's water lines. Problems will be reported the same day Contractor discovers such problems. The City will repair, direct the contractor to repair or require the resident to repair any such water lines or system problems. If the City repairs the problem, the City will notify the Contractor of the completed repair and direct the contractor to install the new meter. The Contractor will install the new meter within five (5) business days after receiving notice of completed repair from the City.

---

### FLOODED PITS

---

Contractor is responsible to remove water from all flooded pits by pumping out any the pit(s) before working on the installation.

---

### QUALITY CONTROL

---

The City will check all new water meter units installed by the Contractor and notify the Contractor of any faulty installations. Contractor will reinstall the meter within five (5) business days after receiving notice of faulty installation.

## LANDSCAPING/DAMAGES

---

Contractor must quickly repair any damage caused by the contractor to landscape, lawn, sprinkler system, or other property of any residence or commercial property. Repairs and replacement to any residential or commercial property damaged by the Contractor must be as good or better than prior to the damage. The Contractor will provide to the City a written statement signed by the property owner that the repairs are to the property owners' satisfaction.

## RESIDENT/OWNER NOTICE

---

Prior notice of temporary water shut off must be given by the Contractor to each resident or occupant before disruption of water service. The notice must state with reasonable accuracy that the water will be shut off for 15 - 20 minutes (or other specified time period) while the installation occurs, and when shut off will occur. Contractor will notify each resident/business by personal contact on the day that work occurs at the residence or business. The contractor shall leave a door hanger notification not less than 24 nor more than 48 hours before each shut off. Contractor will give each resident or business reasonable time to complete showering, laundry, or dishwasher cycles. Contractor will be courteous to residents/businesses and shall promptly report any complaints by residents, or unsolved equipment installation, damage or repair problems at any residence to the Public Works Director or his assigned representative.

The city will be notified of all leaks. Customers are responsible for leaks on private service lines. If the leak is on the customer side of the meter, a notice of repair will be issued as deemed necessary by the city. The city is responsible for all leaks from the tap to the meter. The city will repair all leaks on the city side of the meter.



---

Riverdale Residential/Commercial Water Meter Upgrade to Radio Read RFP due Wednesday, November 26, 2014 at 1:00 p.m. at the Riverdale Civic Center, 4600 South Weber River Drive.

Meterworks/Neptune 1199 W. 850 N. Centerville, UT 84014  
801-292-7900

Hydro Specialties Co. 14435 S. Center Point Way Bluffdale, UT 84065  
801-562-9130

Mountain States Supply Company 184 W. 3300 S. Salt Lake City, UT  
84115  
801-484-8885

Ferguson Waterworks Meter and Automation Group 2650 S. Pipeline Rd.  
Euless, TX 76040  
214-690-3604

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
March 3, 2015**

**AGENDA ITEM: G4**

**SUBJECT:** Consideration of Resolution 2015-4 renewing an agreement for mutual aid for fire emergency services with Hill Air Force Base

**PETITIONER:** Fire Department

**ACTION REQUESTED BY PETITIONER:** Consideration of Resolution 2015-4 renewing an agreement for mutual aid for fire emergency services with Hill Air Force Base

**INFORMATION:** [Executive Summary](#)

[Resolution 2015-4](#)

[Memorandum](#)

[Agreement for Mutual Aid Fire Emergency Services](#)

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



### City Council Executive Summary

For the Council meeting on:  
March 3, 2015

Petitioner:  
Roger M. Bodily, Fire Chief

#### Summary of Proposed Action

Chief Bodily is requesting that the City Council approve the Mutual Aid Agreement with Hill Air Force Base.

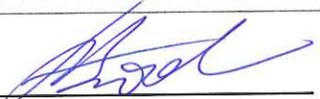
#### Summary of Supporting Facts & Options

Our current Mutual Aid Agreement with Hill Air Force Base expires in June, 2015. In order for Hill Air Force Base Fire Department to be able to provide Riverdale City with mutual aid resources, this agreement must be renewed.

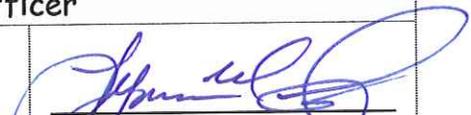
This agreement authorizes Hill Air Force Base Fire Department to dispatch personnel and equipment needed by Riverdale City Fire Department and Authorizes Riverdale City Fire Department to dispatch personnel and equipment needed by Hill Air Force Base in the event of an emergency situation in the jurisdiction of each party.

In order for the process to be completed by June, the council must approve the agreement and the signed document needs to be returned by April 6, 2015.

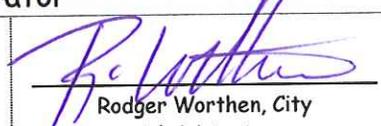
#### Legal Comments - City Attorney

  
Steve Brooks, Attorney

#### Fiscal Comments - Treasurer/Budget Officer

  
Lynn Fortie, Business Administrator

#### Administrative Comments - City Administrator

  
Rodger Worthen, City Administrator



**RESOLUTION NO. 2015-4**

**A RESOLUTION OF RIVERDALE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT BETWEEN RIVERDALE CITY AND HILL AIR FORCE BASE CONCERNING AUTOMATIC MUTUAL AID IN FIRE PROTECTION AND SERVICES.**

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

**WHEREAS**, Riverdale City (herein "City") recognizes the importance of the combined expertise, manpower and equipment that the services offer to each other in fighting fires and helping each other in times of need; and

**WHEREAS**, Riverdale City wishes to, and recognizes the importance of, participating in any efforts designed to jointly help each other in times of emergency and need; and

**WHEREAS**, Riverdale City currently has an mutual aid agreement in place with Hill Air Force Base, however, said agreement expires in June, 2015; and

**WHEREAS**, Riverdale City has had no problems with the current agreement, finds the agreement to be beneficial to the City and wishes to continue the agreement in order to provide better service and coverage for the City and its citizens; and

**WHEREAS**, the Riverdale City Council has fully reviewed the attached Interlocal Agreement between Riverdale City and the Hill Air Force Base fire agency concerning the joint, mutual and automatic aid of each other in times of need or emergency and finds it to be in the best interest of Riverdale City to participate in such efforts and agrees to all the terms and conditions contained therein; and

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

RESOLVED this 3<sup>rd</sup> day of March, 2015.

---

Mayor Norm Searle  
Riverdale City

Attest:

---

Ember Herrick  
City Recorder



DEPARTMENT OF THE AIR FORCE  
775TH CIVIL ENGINEER SQUADRON (AFMC)  
HILL AIR FORCE BASE UTAH

6 February 2015

MEMORANDUM FOR RIVERDALE FIRE DEPARTMENT

FROM: Hill Air Force Base Fire Department  
775 CES/CEF  
5713 Lahm Lane, Bldg 593N  
Hill AFB, UT 84056-5222

SUBJECT: Mutual Aid Agreement

1. Please find enclosed the Mutual Aid Agreement required by the Department of Defense and United States Air Force. In order for the Hill Air Force Base Fire Department to be able to provide your community with mutual aid resources, this agreement must be renewed.
2. We have a mutual aid agreement with the twenty communities that surround Hill Air Force Base. If your particular agency requires something other than the Air Force agreement, we could solicit our respective legal experts to cooperate in finalizing any details. If we must sign two documents as opposed to just the one enclosed, I will make every effort to convince the decision-making authority on Base to do so.
3. Although we must consider the liabilities involved when entering into these agreements, rest assured that our primary concerns are public safety and support of your organization when requested. We will provide whatever resources are available to assist you in protecting your citizens, resources, and facilities.
4. For expeditious processing of this agreement through Base authorities, please return your signed agreement(s) by 6 April 2015. A return envelope is enclosed. We will wait until signed agreements from all mutual aid partners are received before sending forward for Base signature. When all signatures are complete, a copy will be returned to you for your files.
5. If you have any questions concerning this matter, do not hesitate to contact the undersigned at (801) 430-2194 or [craig.golden.1@us.af.mil](mailto:craig.golden.1@us.af.mil).

A handwritten signature in black ink, appearing to read "C. Golden", is positioned above the typed name.

CRAIG N. GOLDEN  
Fire Chief, Hill Air Force Base Fire Department

Attachments:

1. Mutual Aid Agreement
2. Addressed Return Envelope

AGREEMENT FOR MUTUAL AID  
FIRE EMERGENCY SERVICES

This Mutual Aid Agreement (the "Agreement"), is made and entered into this 30th day of June 2015, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander of Hill Air Force Base pursuant to the authority of 42 U.S.C. § 1856a and the Riverdale Fire Department. Together the Air Force and Riverdale Fire Department are hereinafter referred to as the "Parties".

**WITNESSETH:**

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

**NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:**

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and Air Force Instruction 32-2001, *Fire Emergency Services Program*.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the Hill Air Force Base Fire Department by a representative of the Riverdale Fire Department, fire protection equipment and personnel of the Hill Air Force Base Fire Department will be dispatched to any point within the area for which the Riverdale Fire Department normally provides fire protection services as designated by the representatives of the Riverdale Fire Department.
- d. On request to a representative of the Riverdale Fire Department by a representative of the Hill Air Force Base Fire Department, fire protection equipment and personnel of the Riverdale Fire Department will be dispatched to any point within the jurisdiction of the Hill Air Force Base Fire Department as designated by the representative of the Hill Air Force Base Fire Department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) Hazardous Materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting organization.

(5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Riverdale Fire Department normally provides fire protection services, the chief of the Hill Air Force Base Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

(6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Hill Air Force Base Fire Department to observe Air Force Operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 CFR Part 151), Riverdale Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.D. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with National Fire Protection Association (NFPA) Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by Riverdale Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Riverdale Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of Riverdale Fire Department.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Should a dispute arise between the Parties under or related to this Agreement, the Parties agree that within 30 days after notice of the dispute from one Party to the other, the Parties will attempt to resolve the dispute through negotiations. If such negotiations reach an impasse, the Parties agree that within 60 days after Notice of an impasse, they will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The cost of any third party neutral will be divided equally between the Parties, and the selection of any third party neutral will be by agreement of the Parties. If such ADR proceeding does not result in resolution of the dispute, the Parties may separately pursue any remedy available to a Party under the law. However, both Parties agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Both Parties agree that the terms of this clause will be considered the "Administrative Remedies" that must be exhausted, prior to institution of any formal litigation.

m. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:  
Hill Air Force Base  
c/o Commander, 75th Air Base Wing  
7981 Georgia Street, Suite 100  
Hill AFB UT 84056-5824

And:

---

Department of the Air Force  
AFCEC/CXF  
139 Barnes Dr. Suite 1  
Tyndall AFB FL 32403-5319

And:

---

Hill Air Force Base  
c/o Fire Chief  
5713 Lahm Lane, Bldg. 593N  
Hill AFB UT 84056

For:

Riverdale Fire Department  
c/o Fire Chief  
2153 North 1500 West  
Clinton, UT 84015

#### **TERMS OF THE AGREEMENT**

n. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for 5 years (2020) from that date (the "Term") and automatically renews annually for a term of 20 years. Either Party may unilaterally terminate this agreement during the Term by sending notification of its intent to terminate to the other Party at least one hundred and eighty (180) days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

o. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

p. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

q. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this agreement to be executed by their duly authorized representatives on the dates shown below:

FIRE DEPARTMENT  
For Riverdale Fire Department

THE UNITED STATES OF AMERICA  
by the Secretary of the Air Force

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

FIRE CHIEF

COMMANDER, 75th ABW, USAF

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

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

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
March 3, 2015**

**AGENDA ITEM: G5**

**SUBJECT:** Reauthorization of new project amount for the Riverdale Remodel of Fire Station 41 and Addition from the initial amount approved by the Council of \$450,000.00 for by an additional \$5,437.75 for a new total of \$455,437.75 (within budgeted amount of \$470,000.00)

**PETITIONER:** Fire Department

**ACTION REQUESTED BY PETITIONER:** Reauthorization of new project amount for the Riverdale Remodel of Fire Station 41 and Addition from the initial amount approved by the Council of \$450,000.00 for by an additional \$5,437.75 for a new total of \$455,437.75 (within budgeted amount of \$470,000.00)

**INFORMATION:** [Executive Summary](#)

[Fire Station Remodel Costs](#)

[Draft City Council Meeting Minutes February 3, 2015](#)

[City Council Meeting Minutes August 19, 2014](#)

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



### City Council Executive Summary

For the Council meeting on:  
March 3, 2015

Petitioner:  
Roger M. Bodily, Fire Chief

#### Summary of Proposed Action

Consideration of amending the approved budget for the Fire Station Remodel.  
Approved amount was not to exceed \$450,000.00. The Total for the project will be \$455,437.75

#### Summary of Supporting Facts & Options

With the fire station remodel nearing completion, it is necessary to amend the approved amount of the project to cover cost over-runs that occurred during the remodel. The attached spread sheet highlights the changes, and reflects the actual costs to complete the project.

The approved amount of the total project was not to exceed \$450,000.00. At this time Chief Bodily is here to discuss the project and explain the reasons for the over-run. The new total will be \$455,437.75

#### Legal Comments - City Attorney

Steve Brooks, Attorney

#### Fiscal Comments - Treasurer/Budget Officer

Are these #'s correct? I thought the C.C. approved a lot less than this! (or is the wording just diff?)

The budget for this project is \$470,000.00 (acct # 45477900)

Lynn Fortie, Business Administrator

#### Administrative Comments - City Administrator

Rodger Worthen, City Administrator

## Fire Station Remodel Costs

ORIGINAL CONTRACT WITH PATRIOT CONSTRUCTION	\$	<b>396,236.00</b>	
CHANGE ORDER #1	\$	23,263.00	Fire Wall, Furnaces, Electrical (additional outlets and cable)
CHANGE ORDER #2	\$	4,142.00	Power line and Meter relocation
CHANGE ORDER #3	\$	2,250.00	Over excavation of footings to clear debris
CHANGE ORDER #4	\$	-	Eliminate suspended ceiling in exercise room
CHANGE ORDER #5 (Pending approval)	\$	900.00	Rain gutters and snow guards
<b>Contract Proposal Total with change orders</b>	<b>\$</b>	<b>426,791.00</b>	

Furniture, Fixtures and Equipment	\$	785.00	Gas line relocation
	\$	600.00	Sunrise Engineering plan check
	\$	884.65	Rocky Mountain Power meter relocation
	\$	2,000.00	Beds
	\$	1,084.00	Blinds
	\$	500.00	Low Voltage Installation First In move equipment
	\$	900.00	Desk chairs
	\$	1,050.00	Desks and bedside tables
	\$	1,800.00	2 Refridgerators
	\$	2,000.00	1 Set of food lockers for Kitchen
<b>Total Furniture, Fixtures and Equipment</b>	<b>\$</b>	<b>11,603.65</b>	

Sub-total **\$ 438,394.65**

CEC Engineering original contract	\$	14,020.00	
CEC Engineering Actual	\$	17,043.10	
CEC Engineering overage			<b>\$ 3,023.10</b> Above project scope footings, Geo Tech report, Rocky Mountain Power consulting

**Grand Total \$ 455,437.75**



**RIVERDALE CITY COUNCIL AGENDA  
CIVIC CENTER - 4600 S. WEBER RIVER DR.  
TUESDAY FEBRUARY 3, 2015**

Minutes of the **Regular Meeting** of the **Riverdale City Council** held Tuesday, **February 3, 2015** at 6:00 PM at the Riverdale Civic Center, 4600 South Weber River Drive.

Members Present: Norm Searle, Mayor  
Don Hunt, Councilor  
Braden Mitchell, Councilor  
Michael Staten, Councilor  
Brent Ellis, Councilor  
Gary Griffiths, Councilor

Others Present: Rodger Worthen, City Administrator; Michael Eggett, Community Development Director; Roger Bodily, Fire Chief; Steve Brooks, City Attorney; Dave Hansen, Police Chief; Ember Herrick, City Recorder and eight members of the public including Mark Adams, Weston Saunders, Jared Johnson, Craig Bielik, Alex Miller, Stephen Miller, Makayla Orr, David Leahy and Charles Kerkvliet.

**E. Presentations and Reports**

Fire Chief Roger Bodily thanked the Mayor and Council for appropriating funds for the Riverdale Fire Station remodel project and said he wants to update them on the construction progress. According to Chief Bodily, phase one of the new addition is nearing completion, the walls are painted and carpet is scheduled for next week. He said a special mix has been ordered so that the rock exterior on the new addition will match the original building. Chief Bodily invited the Mayor and Council to take a tour of the new addition at their convenience.

Chief Bodily said the project has run into some unforeseen expenses and will likely exceed the \$450,000 budgeted amount for the project. He said there was a \$4,000 cost to move a power service lateral and meter base and a \$700 expense to move a natural gas line, both were located in the footprint of the new addition. Chief Bodily said another unforeseen cost was identified when the site was excavated they found old construction waste including carpet, wood, metal, cement, and asphalt which had to be removed before the foundation could be poured. He said phase two will involve the removal of the existing bedrooms but won't begin until phase one is complete.

Chief Bodily said the budget for CEC Engineering on this project was \$14,020 but that amount has also been exceeded by \$3,000, to date. He said because the project is over budget he has postponed purchasing some light fixtures and furniture until the next fiscal year. According to Chief Bodily, in other cities where he has worked he has asked for a contingency fund to cover unforeseen expenses on projects and he said in retrospect he wishes he had done this for the fire station remodel project.

Councilor Griffiths asked Chief Bodily to respond to a comment in the Riverdale City Citizen Survey 2014 Report on page 24 item 11 which reads: "The current Mayor and Council concern me because they seem to be unduly influenced by 'the squeaky wheel'. I think remodeling a fire station for half a million dollars for a dept. that goes on an average of 2 medical calls a day is a poor use of taxpayer dollars. The Council needs to research issues more before rubber stamping every proposal." Councilor Griffiths said he voted in favor of the remodel expenditure because he felt the building was in desperate need of an upgrade after Chief Bodily identified safety concerns and compliance issues associated with the existing building. Chief Bodily said in his opinion the bedrooms in the fire station weren't built to code and they are too small with five bedrooms within a 500 square foot area. He said firefighters work 48 hour shifts and cook and sleep at the fire station so it needs to feel like home. Mayor Searle said when the fire station was built in 1998 it wasn't designed for a fulltime fire department and the bedrooms were added when the department expanded. According to Chief Bodily, there were other health safety issues like the need for a new exhaust system in the truck bay so that firefighters don't smell diesel exhaust in the building. Councilor Griffiths said there were also privacy issues and Chief Bodily said the new addition has a separate locker room and restroom to accommodate a female fire fighter, if Riverdale were to hire one in the future and has deadbolts on the bedroom doors.

Councilor Hunt said when he was measuring the Riverdale Fire Station to give Chief Bodily a bid for new flooring he felt the remodel was necessary and he said he has visited many fire stations in the surrounding communities and this project is not as extravagant as other cities. Chief Bodily said he wanted to bring the building up to current fire code standards and for the improvements to look nice and not cheap.

City Administrator Rodger Worthen said a change order for the additional remodel costs will be around \$8,000 to \$10,000 and will subject to Council approval at a future meeting.

#### **F. Consent Items**

Mayor Searle asked if there were any changes to the previous meeting minutes and none were noted.

**Motion:** Councilor Hunt moved to approve the consent items. Councilor Mitchell seconded the motion.

Mayor Searle asked for discussion on the motion and there was none.

**Call the Question:** The motion passed unanimously.



---

Minutes of the **Work Session** of the **Riverdale City Council of Riverdale City** held Tuesday, **August 19, 2014** at 5:34 p.m. at the Riverdale Civic Center, 4600 South Weber River Drive.

Members Present: Norm Searle, Mayor  
Don Hunt, Councilor  
Braden Mitchell, Councilor  
Brent Ellis, Councilor

Members Excused: Michael Staten, Councilor  
Gary E. Griffiths, Councilor

Others Present: Rodger Worthen, City Administrator; Steve Brooks, City Attorney;  
Michael Eggett, Community Development Director; Ember Herrick, City Recorder and no members of the public.

Mayor Searle said the first action item on the agenda is consideration of awarding the fire department remodel to the low bidder Patriot Construction for \$396,236. Mr. Worthen said Fire Chief Roger Bodily is out of town so he will be presenting this item tonight. According to Mr. Worthen, Chief Bodily has identified other expenses including the cost of furniture in connection with the new addition and a new furnace and water heater that he would like installed in his building but the total cost should not exceed the \$450,000 amount budgeted for the entire project. Mr. Worthen said he recommends approval of this expenditure and he asked for any questions and none were noted.



**RIVERDALE CITY COUNCIL AGENDA  
CIVIC CENTER - 4600 S. WEBER RIVER DR.  
TUESDAY –AUGUST 19, 2014**

Minutes of the **Regular Meeting** of the **Riverdale City Council** held Tuesday, August 19, 2014 at 6:04 PM at the Riverdale Civic Center, 4600 South Weber River Drive.

Members Present: Norm Searle, Mayor  
Don Hunt, Councilor  
Braden Mitchell, Councilor  
Brent Ellis, Councilor

Member Excused: Michael Staten, Councilor  
Gary E. Griffiths, Councilor

Others Present: Rodger Worthen, City Administrator; Steve Brooks, City Attorney; Shawn Douglas, Public Works Director, Michael Eggett, Community Development Director; Lynn Fortie, Business Administrator, Dave Griggs, Fire Fighter; Joel Pippin, Police Officer; Matt Hennessey, Fire Fighter; Nate Tracy, Fire Fighter; Ember Herrick, City Recorder and 20 members of the public including Jimmie Jo Torres, Brenda Griggs, Karine Teeter, Matt Cracas and Belinda Jackson.

**G. Action Items**

**1. Consideration of awarding the Riverdale Remodel of Fire Station 41 and Addition to the low bidder Patriot Construction for \$396,236.00**

Mayor Searle said the first action item is consideration of awarding the Riverdale remodel and new addition to Fire Station 41. Mr. Worthen said Chief Bodily is excused tonight so he will be presenting this proposal. According to Mr. Worthen, five bids were received and Patriot Construction was the low bidder so the recommendation is to award the bid to Patriot Construction for \$396,236.00. According to Mr. Worthen, Chief Bodily is also requesting additional funds for furniture, fixtures and equipment (FF&E) to cover the cost of furnishing the new sleeping quarters and to purchase a new water heater and furnace for a project total of \$430,106.00. He said the budgeted amount for the project is \$450,000.00. Councilor Mitchell asked if the construction bid should be awarded separately and Mr. Worthen agreed the Council should make the approval a two part motion. Councilor Ellis said he toured the fire station with Chief Bodily recently and agrees this remodel is needed. Mayor Searle asked for any additional Council comments or questions and none were noted.

**Motion:** Councilor Mitchell moved to approve awarding the Riverdale Remodel of Fire Station 41 and addition to the low bidder Patriot Construction for \$396,236.00 with a total upgrade project cost for FF&E of \$430,106.00. Councilor Ellis seconded the motion.

Mayor Searle asked for discussion on the motion and there was none.

**Roll Call Vote:** Councilor Hunt, aye; Councilor Mitchell, aye; and Councilor Ellis, aye. The motion passed unanimously.

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
March 3, 2015**

**AGENDA ITEM: G6**

**SUBJECT:** Consideration of Resolution 2015-5 awarding a bid for a licensed attorney to provide Public Defender services in the Riverdale Justice Court

**PETITIONER:** City Administration

**ACTION REQUESTED BY PETITIONER:** Consideration of Resolution 2015-5 awarding a bid for a licensed attorney to provide Public Defender services in the Riverdale Justice Court

**INFORMATION:** [Executive Summary](#)

[Resolution 2015-5](#)

[Public Defender Services Info](#)

[Request for Bids and Proof of Publication](#)

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



## City Council Executive Summary

For the Council meeting on: April 3, 2015

Petitioner: City Attorney, Steve Brooks

### Summary of Proposed Action

Requesting approval of an Agreement to provide Public Defender services for the Riverdale Justice Court & RSAC.

### Summary of Supporting Facts & Options

The City recently received notice that our current Public Defender was no longer going to be able to continue serving Riverdale City and that his last day would be the end of February, 2015. An RFP was presented and 6 firms/individuals responded to the RFP for professional services.

I am proposing that the City review the potential candidates and accept the recommended firm for the remainder of this fiscal year. At which point we could negotiate a two year contract with renewable options to extend.

(Note: At the time of preparation of this packet information, interviews and reference checks were ongoing of the final candidates. A staff recommendation will be presented at the meeting. Because of the importance and time sensitive nature, I pushed this forward for this meeting)

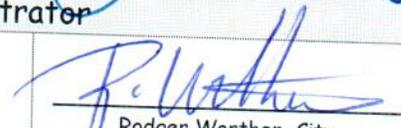
### Legal Comments - City Attorney

  
Steve Brooks, Attorney

### Fiscal Comments - Treasurer/Budget Officer

  
Lynn Fortie, Treasurer

### Administrative Comments - City Administrator

  
Rodger Worthen, City  
Administrator



RESOLUTION NO. 2015-5

A RESOLUTION OF THE CITY COUNCIL OF RIVERDALE CITY, UTAH, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO PROVIDE PROFESSIONAL PUBLIC DEFENDER SERVICES TO THE CITY OF RIVERDALE; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Riverdale City (herein City) is in need of Public Defender services to maintain an adequate level of service to its Justice Court and needs of the City; and

WHEREAS, a Request for Proposals (RFP) was properly advertised according to state law and two (6) firms/individuals responded and were evaluated by City staff, and

WHEREAS, City staff recommends that the City secure the services of \_\_\_\_\_ to provide professional Public Defender services to the City by entering into services agreements.

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

SECTION 1. That the City Council approves the recommendation of staff to appoint \_\_\_\_\_ as the city Public Defender and to provide Public Defender services to the City.

SECTION 2. That the City Administrator and staff are hereby authorized to draft, discuss and negotiate two-year renewable contracts and all other terms and conditions of said agreement with \_\_\_\_\_ to provide professional Public Defender services or meet other needs of Riverdale City and further that the Mayor is hereby authorized to execute the agreement and all other documents necessary for the carrying out of the agreement to provide professional Public Defender services to the City of Riverdale.

SECTION 4. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 5. That this resolution shall take effect immediately upon its adoption by the City Council of Riverdale City, Utah.

PASSED, ADOPTED AND ORDERED POSTED this 3<sup>rd</sup> day of March, 2015

\_\_\_\_\_  
Norm Searle, Mayor

Attest:

\_\_\_\_\_  
Ember Herrick, City Recorder

Public defender services

	<b>Professional Qualifications</b>	<b>Serviceability</b>	<b>Cost</b>	<b>Other</b>	<b>Rating</b>
1	29 PD/37 total	Y	Y		
2	15 PD/30 total	Y	Y		
3	2 yr./jury trial exp	Y	Y		
4	20 years total	Y	Y		
5	10 total/ & drug crt	Y	Y		
6	22 + / drug crt	Y	N		

1-9-3 D.

D. Professional Service Contracts Procedure: Contracts for professional services shall be awarded at the discretion of the city council to include, but not be limited to, the following services: architectural, auditing, banking, engineering, insurance, and legal. Contracts shall be awarded at the discretion of the city council based on the evaluation of professional qualifications, serviceability, cost of service, and other criteria deemed applicable by the city council. (Ord. 668, 9-19-2006)



February 4, 2015

# **Notice of request for bids for licensed attorneys to provide Public Defender services in the Riverdale Justice Court.**

**Bid deadline 4:00 p.m. February 17, 2015**  
to Human Resources, Attn. Stacey Comeau,  
Riverdale City, 4600 South Weber River Drive,  
Riverdale, UT 84405

Riverdale City gives notice that it is currently seeking bids for licensed attorneys to provide Public Defender services in the Riverdale Justice Court. The minimum qualifications and scope of services for this request is available online at [www.riverdalecity.com](http://www.riverdalecity.com) or a hard copy may be obtained from the city offices. Riverdale City is an equal opportunity employer.

## **CITY OF RIVERDALE- PUBLIC DEFENDER REQUEST FOR PROPOSAL**

Riverdale City is soliciting bids from licensed attorneys to provide Public Defender services in the Riverdale Justice Court. The attorney(s) or firm awarded the contract shall be designated the Riverdale City Public Defender and shall be duly appointed to represent all defendants who are appointed legal counsel by the Riverdale Justice Court and RSAC drug court program. The minimum qualifications and scope of services for this request is available online at [www.riverdalecity.com](http://www.riverdalecity.com) or a hard copy may be obtained from the city offices.

Bids shall be delivered to Human Resources, Attn. Stacey Comeau, Riverdale City, 4600 South Weber River Drive, Riverdale, UT 84405, on or before 4PM (MST) February 17, 2015.

Riverdale City is an equal opportunity employer.

RIVERDALE CITY CORPORATION  
REQUEST FOR PROPOSALS AND INSTRUCTIONS FOR RESPONDERS

PUBLIC DEFENDER SERVICES

**Request for Proposals**

Riverdale City is seeking proposals from qualified attorneys and/or firms to provide Public Defender services on a contractual basis. At a minimum applicants must be admitted into the Utah State Bar and have a current license to practice law in the State of Utah. In order to be considered written proposals must be turned in to the Riverdale City Human Resources Director, Attn. Stacey Comeau, 4600 So. Weber River Drive, Riverdale, UT 84405, **no later than 4:00 p.m. on Tuesday February 17, 2015**. Electronic proposals must be delivered to [scomeau@riverdalecity.com](mailto:scomeau@riverdalecity.com) **no later than 4:00 p.m. on Tuesday February 17, 2015**. Late proposals shall be rejected. Riverdale City reserves the right to reject any and all proposals and to waive any informalities or minor irregularities in any proposal.

The City reserves the right, but is not required, to request clarification of information submitted, and to request additional information from any proposer.

**Instructions for Responders**

1. Scope of work.

The successful proponent will be an independent contractor and will be required to provide all services necessary to provide the services contemplated by UCA §77-32-101 et. seq. The proposal should detail the methods, equipment, tools, and materials the attorney will use to fulfill the purposes of Title 77, Chapter 32. The attorney or firm awarded the contract shall be designated Public Defender for the Riverdale City Justice Court and Riverdale Substance Abuse Court (RSAC), and shall be duly appointed to represent all defendants who are appointed legal counsel by the Riverdale Justice Court and RSAC program.

Presently, Riverdale City Justice Court session for the Public Defender is twice a month on the first and third Thursdays from approximately 10:00 am to 2:00 pm., however the Public Defender will have to make appearances at other times whenever noticed by the Court. This schedule is subject to change based upon the needs of the court.

Pursuant to Utah Rules of Criminal Procedure, Public Defender services may include providing legal representation to persons in other Courts at other times. The Public Defender must provide an emergency contact phone number to the City for that is available 24 hours a day to provide legal representation, in an emergency, including evenings, holidays, and weekends contact purposes.

Services do not extend to forfeiture hearings or hearings with any Department of Licensing.

The following table shows the total number of cases filed in Riverdale Justice Court:

<b>Year</b>	<b># Crim filed</b>	<b>#Traffic filed</b>	<b>Total</b>	
2014	608	2950	3513	
2013	667	3679	4346	
2012	652	4335	4987	
2011	638	3472	4110	

In 2013 & 2014, the public defender was appointed on 135 criminal cases and 93 traffic cases for an approximate yearly average of 68 criminal cases and 47 traffic cases.

2. Insurance.

The successful proponent will be required to carry for the duration of the contract professional liability insurance, workers compensation insurance, liability insurance, and unemployment insurance, with Riverdale City named on all insurance as an additional insured.

3. License.

The successful proponent must be in good standing with the State Bar and must remain in good standing for the duration of the contract.

4. Experience/qualifications.

Proponents need to demonstrate their experience as a Criminal Law Practitioner or equivalent. Please indicate years of experience practicing criminal law; estimated number of trials before a judge; estimated number to trials before a jury; and estimated number of clients served.

Proponents may retain the assistance of other qualified attorneys for occasional coverage. At all times however, the designated Public Defender will supervise attorneys working under this proposal to ensure that defendants charged in the Riverdale City Municipal Court and RSAC program receive competent legal representation. The Public Defender and any other attorneys performing services under this agreement shall be familiar with the statutes, court rules, constitutional provisions, consequences of a conviction and case law relevant to criminal law;

In the event of vacation, illness, conflict or other absence, the Public Defender is responsible for arranging coverage by and payment to another qualified attorney.

5. Cost/Compensation.

Proponent needs to clearly disclose the costs they will be requesting as compensation for their services. The costs shall be expressed in terms of a total amount of payment for one (1) year's service. The proponent should realize that actual payment terms are subject to negotiation

of a contract with Riverdale City. The costs included in the proposal shall include all costs the proponent will be requesting to complete the services contemplated in the Utah Indigent Defense Act.

Payment by the City for the services will only be made on a monthly basis and only after the services have been performed, an itemized billing statement is submitted in the form specified by the City and approved by the appropriate City representative.

6. Ability to deal with conflicts.

Consistent with all ethical obligations and applicable rules the proponent shall include a description of how the law firm/individual attorney handles conflict checks; description of how the law firm/individual attorney proposes to handle conflicts that may arise in performance of this Agreement.

The proponent shall also disclose its proposed method of providing representation for defends having interests that conflict with one another so that one attorney is not able to adequately represent all defendants.

7. Office resources and support staff.

Proponent needs to detail office resources such as access to legal research and reference material, word processing, and other office services. Also, proponent needs to detail the experience of his/her office staff that will be assisting with the representation of indigent defendants.

8. Obligations to other courts.

Proponent needs to list other public defender or long-term agreements that may require the proponent to be absent from the duties under this proposal, including which hours and days, if any, the proponent will frequently or always be unavailable due to expected and repeated court conflicts.

9. References

Provide a list of at a minimum of three (3) references. Include contact information, phone number and/or email, so that the references may be contacted by City staff. The references need to be persons familiar with the professional skill and ability of the attorney as applied to public defender work.

10. General matters.

Applicant shall provide an email contact with the proposal. Questions and answers related to the RFP shall be emailed to all persons for whom the City has a proposal at the time the answer to the question is given. Proposals shall be limited to ten (10) pages. A page is one

side of a standard 8 ½ x 11 inch sheet of paper. Proposals shall be submitted in word, word perfect, or pdf format. All proposals shall be scored based on the criteria contained herein. The City reserves the right to waive any informalities and reject any or all proposals. All proposals are subject to successfully negotiating a contract with Riverdale City Corporation.

If the City elects to contract with another law firm/individual attorney, state whether your law firm/individual attorney is willing to handle cases for the City on a conflict-basis.

#### 11. Time Schedule

Riverdale City intends to complete this process according to the minimum amount of time allowable under state or local ordinance, which should result in a selection of a person/firm by no later than February 28, 2015, if possible with the intention of having the successful candidate appearing in court on the first Public Defender day in March, 2015.

Proposals will be accepted from Thursday February 5, 2015 to Tuesday February 17, 2015.

#### 12. Selection Criteria

Selection criteria will be based on the ability of the law firm/individual attorney to perform the duties as described above.

February 4, 2015

TO: Standard Examiner Legal Notices

**PUBLIC NOTICE**

Riverdale City gives notice that it is currently seeking bids for licensed attorneys to provide Public Defender services in the Riverdale Justice Court. The minimum qualifications and scope of services for this request is available online at [www.riverdalecity.com](http://www.riverdalecity.com) or a hard copy may be obtained from the city offices. Riverdale City is an equal opportunity employer. RFPs must be received by 4:00 p.m. February 17, 2015 to Human Resources, Attn. Stacey Comeau, Riverdale City, 4600 South Weber River Drive, Riverdale, UT 84405

Publish one time at your earliest convenience.

**PROOF OF PUBLICATION REQUIRED**

Please acknowledge receipt of notice by return fax or e-mail to:

Ember Herrick  
Riverdale City Recorder  
Fax: 801-399-5784  
Phone: 801-394-5541 ext 1232  
[eherrick@riverdalecity.com](mailto:eherrick@riverdalecity.com)

Notice received by Standard Examiner \_\_\_\_\_  
Date

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

STANDARD EXAMINER  
OGDEN PUBLISHING CORP  
PO BOX 12790  
OGDEN UT 84412-2790

ORDER CONFIRMATION

Salesperson: LEGALS

Printed at 02/06/15 12:41 by dmailo

Acct #: 100310

Ad #: 568485

Status: N

RIVERDALE CITY CORP  
4600 S WEBER RIVER DR  
RIVERDALE UT 84405-3782

Start: 02/09/2015 Stop: 02/09/2015  
Times Ord: 1 Times Run: \*\*\*  
LEGL 1.00 X 1.51 Words: 89  
Total LEGL 1.75  
Class: 30090 LEGALS  
Rate: LEGLS Cost: 63.25  
# Affidavits: 1

Contact: EMBER HERRICK  
Phone: (801)394-5541ext  
Fax#: (801)399-5784ext  
Email: @riverdalecity.com  
Agency:

Ad Descrpt: RFP PUBLIC DEFENDER  
Given by: EMAIL EMBER HERRICK  
Created: dmail 02/06/15 12:34  
Last Changed: dmail 02/06/15 12:40

PUB	ZONE	ED	TP	START	INS	STOP	SMTWTFS
SE	A	97	W	02/09/15	1	02/09/15	SMTWTFS

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Name (print or type)

Name (signature)

**PUBLIC NOTICE**

Riverdale City gives notice that it is currently seeking bids for licensed attorneys to provide Public Defender services in the Riverdale Justice Court. The minimum qualifications and scope of services for this request is available online at [www.riverdalecity.com](http://www.riverdalecity.com) or a hard copy may be obtained from the city offices. Riverdale City is an equal opportunity employer. **RFPs must be received by 4:00 p.m. February 17, 2015** to Human Resources, Attn. Stacey Comeau, Riverdale City, 4600 South Weber River Drive, Riverdale, UT 84405

Pub: February 9, 2015. 568485

**RIVERDALE CITY  
CITY COUNCIL AGENDA  
March 3, 2015**

**AGENDA ITEM: G7**

**SUBJECT:** Consideration of Resolution 2015-6 adopting a contract for park consultant services for a new Riverdale Park located at address 3400 South Parker Drive

**PETITIONER:** City Administration

**ACTION REQUESTED BY PETITIONER:** Consideration of Resolution 2015-6 adopting a contract for park consultant services for a new Riverdale Park located at address 3400 South Parker Drive

**INFORMATION:** [Executive Summary](#)

[Resolution 2015-6 adopting an agreement for professional services](#)

[Riverdale City Proposal](#)

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



## City Council Executive Summary

For the Council meeting on:  
March 03, 2015

Petitioner:  
City Administrator, Rodger Worthen

### Summary of Proposed Action

Response from issued RFP for park design consultant services:

That the City Council authorize the City Administrator to execute a professional services agreement with JUB Engineering for park design consultant services not to exceed \$17,000. (See attached agreement)

### Summary of Supporting Facts & Options

Recently, Riverdale City mailed a Request for Proposals (RFP) seeking design consultant work and related budgetary planning document(s) for newly acquired park property. The City received five responses from various firms. The selection committee scored each response accordingly and interviewed the two highest scoring firms. After the telephone interviews, the selection committee recommends the firm of JUB engineers be awarded the park consultant design work as identified in the RFP. Cost of the JUB proposal is \$17,000. The City recently amended the budget for an expenditure accommodation of \$20,000 for this project.

The selection committee based their final choice on the firms experience, auxiliary services, knowledge of the area surrounding the park property, experience with park design, and storm water/flood plain management.

### Legal Comments - City Attorney

Steve Brooks, Attorney

### Fiscal Comments - Treasurer/Budget Officer

Lynn Fortie, Business Administrator

### Administrative Comments - City Administrator

Rodger Worthen, City  
Administrator



RESOLUTION NO. 2015-6

A RESOLUTION OF THE CITY COUNCIL OF RIVERDALE CITY, UTAH, AWARDING A BID FOR PROFESSIONAL SERVICES TO PROVIDE DESIGN AND CONSULTANT WORK TOWARDS A CITY PARK; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Riverdale City (herein City) is in need of a design consultant services to be applied towards a recently acquired city park; and

WHEREAS, a Request for Proposals (RFP) was properly advertised according to state law and various firms responded and were evaluated by City staff, and

WHEREAS, City staff recommends that the City secure the services of J-U-B Engineers, Inc., a professional engineering firm experienced in park design and consultation, to provide services to the City for the design of the city park; and.

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

SECTION 1. That the City Council approves the recommendation of city staff to appoint J-U-B Engineers, Inc., to provide services to the City for the design of a city park.

SECTION 2. That the City Administrator and staff are hereby authorized to draft, discuss and negotiate a contract, not to exceed \$20,000.00 and all other terms and conditions of said agreement with J-U-B Engineers, Inc., to provide the services necessary for the consultation and design of a city park in order to meet the needs of Riverdale City and further, that the Mayor is hereby authorized to execute the agreement and all other documents necessary for the carrying out of the agreement.

SECTION 3. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 4. That this resolution shall take effect immediately upon its adoption by the City Council of Riverdale City, Utah.

PASSED, ADOPTED AND ORDERED POSTED this 3<sup>rd</sup> day of March, 2015

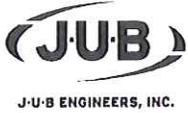
---

Norm Searle, Mayor

Attest:

---

Ember Herrick, City Recorder



# J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 55-15-039  
J-U-B Project Manager: GHG

This Agreement entered into and effective this 3<sup>rd</sup> day of March 2015, between Riverdale City, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

### WITNESSETH:

WHEREAS the CLIENT intends to: develop a conceptual design plan for an 18 acre river front municipal park hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

### CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B: utility locations and easements on or affecting the property.

### PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

#### For the CLIENT:

1.	Name	<u>Rodger Worthen, City Administrator</u>	Work telephone	<u>801-394-5541 ext. 1233</u>
	Address	<u>4600 South Weber River Drive</u>	Home/cell phone	<u></u>
		<u>Riverdale City, Utah 84405</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>rworthen@riverdalecity.com</u>

#### For J-U-B:

1.	Name	<u>Gregory H. Graves, Landscape Architect</u>	Work telephone	<u>801-547-0393</u>
	Address	<u>466 N. 900 W.</u>	Cell phone	<u>801-648-6822</u>
		<u>Kaysville, Utah 84317</u>	FAX telephone	<u>801-547-0397</u>
		<u></u>	E-mail address	<u>ggraves@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

**SERVICES TO BE PERFORMED BY J-U-B ("Services")**

J-U-B will perform the Services described as follows (or as described in Attachment 1, if provided) in a manner consistent with the applicable standard of care: see Attachment 1.

J-U-B's services shall be limited to those expressly set forth above, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

**SCHEDULE OF SERVICES TO BE PERFORMED**

J-U-B will perform said Services in accordance with the following schedule (or as described in Attachment 1, if provided) in a manner consistent with the applicable standard of care: see Attachment 1.

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

**BASIS OF FEE**

The CLIENT will pay J-U-B for their Services at J-U-B's standard hourly rates and reimbursable expenses as follows (or as described otherwise in Attachment 1, if provided): see Attachment 1. A ten percent administrative fee will be applied to sub-consultant invoices.

Yes *Management Reserve Fund.* If "YES", the CLIENT will establish a management reserve fund of \$\_\_\_\_\_ to provide the CLIENT's Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.  
 No

Yes *Retainer.* If "YES", the CLIENT will pay J-U-B a retainer of \$\_\_\_\_\_ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.  
 No

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: Riverdale: 18 Acre Municipal Park Conceptual Design Plan

Remarks: \_\_\_\_\_

**The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

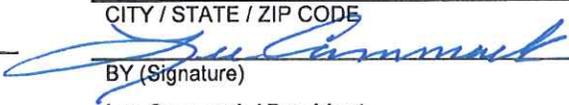
CLIENT:  
Riverdale City  
NAME  
4600 South Weber River Drive  
STREET  
Riverdale City, Utah 84405  
CITY / STATE / ZIP CODE

\_\_\_\_\_  
BY (Signature)  
Rodger Worthen / City Administrator  
NAME / TITLE

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:  
466 N. 900 W.  
STREET  
Kaysville, Utah 84317  
CITY / STATE / ZIP CODE

  
BY (Signature)  
Lee Cammack / President  
NAME / TITLE

*Applicable Attachments or Exhibits to this Agreement are indicated as marked.*

- Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee
- Attachment 2 – Special Provisions
- Standard Exhibit A – Construction Phase Services

DISTRIBUTION: Accounting; Project File; CLIENT

REV: 1/15

## **J-U-B ENGINEERS, Inc.** **TERMS AND CONDITIONS**

### **GENERAL**

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties; CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, and additional costs due to changes in regulation, shall be paid by the CLIENT.

### **REUSE OF DOCUMENTS**

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

### **CONSTRUCTION PHASE SERVICES**

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety

precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

### **OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION**

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

### **TIMES OF PAYMENTS**

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

## **TERMINATION**

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

## **RISK ALLOCATION**

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

## **HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS**

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

## **RIGHT OF ENTRY**

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

## **MEDIATION BEFORE LITIGATION**

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the

parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

## **LIMITATION PERIODS**

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

## **LEGAL FEES**

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

## **SURVIVAL**

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

## **EXTENT OF AGREEMENT**

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

## **SUCCESSORS AND ASSIGNS**

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

## **CONTROLLING LAW, JURISDICTION, AND VENUE**

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES

**Attachment 1 – Scope of Services and / or Schedule and / or Basis of Fee**

Client Name: Riverdale City

Project: 18 Acre Municipal Park Conceptual Design Plan

The Agreement for Professional Services dated March 3, 2015 is amended and supplemented to include the following provisions regarding the Scope of Services, and/or Schedule of Services, and/or the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

**SCOPE OF SERVICES**

J-U-B's Services under this Agreement are limited to the following:

**Task 1 | Kick-Off Meeting**

An initial project Kick-Off Meeting will be held with a Steering Committee. The Steering Committee will be formed from selected staff members and other significant stakeholders chosen by the City. The Committee's responsibilities will be to meet with the consultant to review project goals and objectives, refine the scope of work, and determine schedule. To help achieve optimum results from this meeting, we will provide a professional public facilitator to conduct this meeting so that everyone's needs and desires are heard and addressed. Other work shall include gathering pertinent information regarding materials and standards; identifying programming desires; and listening to general stakeholder input and concerns. Also included in this task will be miscellaneous project administration tasks (i.e. phone calls, e-mails, in-house coordination, coordination with City Staff, etc.).

**Task 2 | Inventory**

Conduct a brief but thorough evaluation of the existing infrastructure and any possible future infrastructure in and around the park. Utilities (sanitary sewer, storm water, electrical, communications, phone, etc.) and road access will be studied to determine existing capacity, and identify what opportunities and/or limitations they may present, particularly storm water. Identify other park site characteristics, including vegetation, soils, drainage, slope, current uses, etc. and their bearing on potential park design. Also, a quick study of surrounding land uses, including land and trails on both sides of the river, will be conducted to help identify relevant project context. Graphics will be prepared and presented to illustrate these findings.

**Task 3 | Concept Plan Development**

- a. Schematic Design - Develop preliminary concept plans – up to 3 alternatives– for review and evaluation by the Steering Committee.
- b. Present Alternatives - Present the alternatives to the Steering Committee. Select a single alternative or a combination of elements from the several alternatives for further development.
- c. Develop Preferred Alternative – Develop a preferred alternative which includes the suggestions and input from the Steering Committee. Incorporate programming requirements with the opportunities and constraints presented by the site. Provide a site plan, along with simple elevations, sections, and preliminary 3-D graphics as appropriate to convey the design concepts of the plan.
- d. Present Preferred Alternative - Present the Preferred Alternative plan to the Steering Committee for review and minor adjustments. Include updated 3-D drawings, cross-sections and elevation graphics as necessary to help convey the vision and concept. Gather input and feedback relative to the original project goals and site constraints and opportunities.
- e. Develop Final Park Design Concept – Incorporate the feedback and relevant suggestions from the Committee's review of the Preferred Alternative into a final park design concept.
- f. Final Park Concept Review – Present the Final Park Concept to the Steering Committee for their last review and comment.
- g. Final Master Plan - Incorporate Committee feedback and adjust the final park concept into a park master plan. This becomes the footprint for future development of construction documents. Provide a color rendered plan for presentation to City Council. Update supporting 3-D and other graphics as needed to be consistent with the final master plan. Prepare a preliminary opinion of probable construction costs. These plans will not be used for construction, but to guide the development of appropriate construction documents.

**Task 4 | City Council**

Present the final park master plan to the City Council for their final approval and adoption. Include all updated support graphics (3-D drawings, elevations, sections, etc.) and preliminary cost estimates to fully represent the Committee's vision for the park.

**SCHEDULE OF SERVICES**

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, J-U-B anticipates the following schedule for the Services listed:

Complete the above described Tasks approximately three (3) months from the date of a Notice to Proceed from the City. This schedule may fluctuate slightly depending upon City response times, meeting scheduling, and other unforeseen events.

**BASIS OF FEE**

J-U-B's Basis of Fee for the Services listed in the Agreement is as follows:

The fee for completing the above outlined scope of work is a not-to-exceed lump sum amount of **\$17,000.00**. This includes all reimbursable expenses (travel time, mileage, copying, printing, etc.).

Pay requests will be submitted monthly for portions of the work completed up to that point, with the sum total of the pay requests not exceeding the contract amount. Any changes to the above outlined Tasks or additional work requested by the City shall be considered outside the original scope of work. These shall be negotiated separately and billed on a time-plus-materials basis.

# RIVERDALE CITY

PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES FOR PARK CONCEPT DESIGN



J-U-B ENGINEERS, INC.



THE  
LANGDON  
GROUP



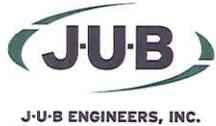
GATEWAY  
MAPPING  
INC.

OTHER J-U-B COMPANIES



# TABLE OF CONTENTS

	<b>INTRODUCTORY LETTER</b> .....	<b>2</b>
	<b>FIRM INTRODUCTION</b> .....	<b>3</b>
	<b>KEY PERSONNEL</b> .....	<b>4</b>
	<b>FIRM EXPERIENCE &amp; CAPABILITY</b> .....	<b>5</b>
	<b>PROJECT APPROACH</b> .....	<b>11</b>
	<b>COST</b> .....	<b>13</b>
	<b>APPENDIX - RESUMES</b>	



THE  
LANGDON  
GROUP  
a J-U-B Company



GATEWAY  
MAPPING  
INC.  
a J-U-B Company

OTHER J-U-B COMPANIES

466 North 900 West  
Kaysville, Utah 84037  
801 547 0393 | [www.jub.com](http://www.jub.com)

# INTRODUCTORY LETTER

Mike Eggett, Community Development Director  
Riverdale City  
4600 South Weber River Drive  
Riverdale, UT 84405

RE: Professional Design Services for Park Concept Design

Dear Mike and Selection Committee,

Imagine that you and your family are looking for a chance to get out of the house on a warm spring evening. The kids are bursting with energy and you've got to do something or you'll all be crazy by night's end. Then you remember: there's the new park in town! You herd the kids into the car and head for the park, stopping only long enough to grab your favorite take-out. You pull into the parking lot for the first time and think to yourself, "What a nice place!" You find a picnic table in the shade, wolf down some food, and it's off to play. A large open field for throwing a frisbee or your favorite ball, a playground for the little ones, trails that connect with other trails, even a small stream to splash in. And look, there's even a bridge to cross the river. What a great place to have fun!

This is the type of experience you want to have in your community. We all need a place that we can go to relax and unwind, and enjoy our favorite outdoor activities. This park can be such a place, where there is something of interest for everyone in the family and it's big enough that you don't mind sharing with your neighbor. The City keeps it looking good because it's easy to maintain, and there are a lot of things to do. J-U-B ENGINEERS, Inc. has had some remarkable success in helping to create this type of space, and we would love to partner with the City to achieve this goal with you. We have the experience and expertise to help you make this park a real gem in your city.

The key contact person and project manager we propose for this project is:

Greg Graves, P.L.A., A.S.L.A., Project Manager      466 North 900 West, Kaysville, Utah 84037  
Phone: 801-547-0393, Cell: 801-648-6822; Email: [ggraves@jub.com](mailto:ggraves@jub.com)

We genuinely look forward to working with you on this exciting project. We offer the creativity and experience needed to successfully complete this effort in a way Riverdale is used to: high quality with a touch of panache! We submit this authorized proposal and respectfully request that you select J-U-B, to develop your park concept design project.

Sincerely,

J-U-B ENGINEERS, Inc.

Greg Graves, PLA, ASLA  
Project Manager/Landscape Architect

Brian Deeter, PE  
Area Manager

# FIRM INTRODUCTION



FIRM INTRODUCTION



KEY PERSONNEL



EXPERIENCE & CAPABILITY



PROJECT APPROACH



COST

## OVERVIEW

J-U-B ENGINEERS, Inc. is a full-service civil engineering firm providing its clients with landscape architecture, planning, urban design, public involvement, civil and transportation engineering, structural engineering, surveying, and geographic information systems services. The company was founded in Idaho in 1954, and has served the needs of numerous cities and towns, state and county government agencies, corporations and various other entities.

The company has since grown to more than 290 employees, with 15 offices located in five states. Despite our size, we work together as a network of local, client-focused professionals providing solutions as one engineering company. Our growth has given us the ability to gather and pool together a wide range of professional expertise and experience. This provides us with expanded resources to call upon whenever our clients have a specific need. Our goal is to provide exceptional, economical project solutions to our clients and become their trusted advisor of choice.

## RELEVANT CAPABILITIES

- Landscape Architecture Planning and Design
- Public Facilitation/Dispute Resolution (The Langdon Group, a J-U-B subsidiary)
- Municipal Engineering Services
- Funding Assistance
- Capital Improvement Plans, Master Plans and Impact Fee Studies
- Municipal Planning and Ordinance Development
- Surveying
- Land Use Planning, Design, Entitlements and Engineering Studies
- Geographic Information Systems (Gateway Mapping, a J-U-B subsidiary)
- Transportation Planning and Design
- Traffic Impact Analysis, Mitigation and Traffic Signal Design



## J-U-B AT A GLANCE

60 years in business; Founded in 1954  
290 Employees  
15 offices in 5 states  
Employee-owned  
Subsidiaries:  
Gateway Mapping (GIS)  
The Langdon Group (Public Involvement)

## OFFICE LOCATION & CONTACT

466 North 900 West  
Kaysville, Utah 84037

### Point of Contact

Greg Graves, PLA  
p (801) 547-0393 c (801) 648-6822  
ggraves@jub.com

# KEY PERSONNEL

  
FIRM INTRODUCTION

  
KEY PERSONNEL

  
EXPERIENCE & CAPABILITY

  
PROJECT APPROACH

  
COST



## GREG GRAVES, PLA, ASLA PROJECT MANAGER/LANDSCAPE ARCHITECT

**Role:** Greg will act as Project Manager and the City's primary point of contact. Greg will manage the team, budget, and schedule.

**Qualifications:** Greg has more than 29 years of experience in landscape architecture having managed hundreds of projects during the course of his career. He has provided complete design and project management services for residential, commercial, industrial, and institutional projects of all sizes. His expertise runs the complete gamut of project development, from concept development and master planning, to site design, construction detailing, grading and drainage, irrigation, planting design, and presentation graphics. Greg specializes in park design, recreation planning and design, irrigation and planting design, and sports field design.



## JON RUEDAS, PLA, ASLA LANDSCAPE ARCHITECT

**Role:** Jon is a licensed landscape architect and will provide conceptual park design, renderings for visualization.

**Qualifications:** Jon has eight years of experience in landscape architecture and environmental planning. With experience in park planning and design, urban and streetscape design, residential design, irrigation and planting design, construction detailing, marketing, and graphic design, Jon is able to provide services and expertise in a wide variety of areas. His interests include projects in community master planning, park and open space design, urban design, and computer graphics and 3D visualization. Jon received a Bachelor's of Landscape Architecture and Environmental Planning from Utah State University.



## PAUL TAYLOR, PE, CISEC PROJECT ENGINEER

**Role:** Paul will provide engineering support to this project, including storm water management.

**Qualifications:** Paul has 32 years of civil engineering, with a focus on municipal projects. During the last decade Paul has focused on meeting municipal storm water needs. He has a wide range of storm water experience including; master planning, design, floodplain mapping, expert testimony, and project management. In the State of Utah he is considered as the "Guru of Storm Water Permitting".

Paul has been working with Riverdale City for several years to develop and implement a Storm Water Management Program. The recently completed Retrofit Plan includes some ideas and concepts that could be implemented as part of this project.

# FIRM EXPERIENCE & CAPABILITY

  
FIRM INTRODUCTION

  
KEY PERSONNEL

  
**EXPERIENCE & CAPABILITY**

  
PROJECT APPROACH

  
COST

## QUALITY CONTROL PROCEDURES

Project quality assurance and quality control (QA/QC) are very important to us. Some important procedures we use to maintain high quality include the following:

- A specific person is assigned to review the work produced and provide designers with critical feedback and suggested improvements.
- A check for accuracy and thoroughness at specific milestones along the design process is scheduled and performed before the release of documents to the client/public.
- The Project Manager meets regularly with the Client to report on work progress and status.
- The Project Manager meets regularly and communicates daily with the Project Team to review work in progress, provide direction, and maintain focus on project goals and objectives.
- The Project Manager maintains detailed records of all meeting minutes, decisions made, specific directions given, project issues and concerns, and resolutions of the same.

- The Project Team looks for solutions to problems when they arise, and never ignores or hides them.

By being proactive we often build trusting relationships with our clients, which lead to cooperation rather than contention. The result is usually a super-pleased client and a great project. This same spirit of communication and responsibility is carried into construction, so the client receives the same attention to detail and thoroughness when something is built as he did during its design.

## COST CONTROL PROCEDURES

The key to controlling engineering cost overruns and modifications is to develop a detailed scope of work during the negotiation phase. We cross-check all of the field, design,

and construction data during the progress of a project to stay abreast of any potential changes. We also insist on using survey collection equipment that is compatible with our computerized design facilities. Another important aspect of controlling costs is the development of a detailed, easily readable set of plans. Our plans are understood by construction bidders and can be built with minimal interpretations needed from the design engineers.

J-U-B's approach to all projects is simple: ***"Listen to the client's goals and tailor the work to accomplish as many of those goals as possible given the budget and schedule."***



# FIRM EXPERIENCE & CAPABILITY



FIRM INTRODUCTION



KEY PERSONNEL



**EXPERIENCE & CAPABILITY**



PROJECT APPROACH



COST

## WAYNE BARTHOLOMEW FAMILY PARK MASTER PLAN SPRINGVILLE CITY, UTAH

Springville City received a donated parcel of land with the intent of it being turned into a passive community park. The City hired J-U-B to complete a master plan to implement the City's vision for the park. While going through the design process, we addressed and considered a number of geographic constraints while capitalizing on various opportunities. The physical characteristics of the site consisted of varying grades and steep slopes, diverse native vegetation, agricultural fields, a natural spring, and a vibrant riparian corridor. Each of these characteristics were carefully analyzed to determine appropriate placement of program elements and park

amenities. Some of the program elements included adequate parking, a playground, trails and pathways, a restroom, pavilions, bioswales, a 3.26 acre recreation and irrigation pond, beach and fishing access, fish cleaning stations, and an open grass area.

As a design team we conducted a thorough site visit to understand the design challenges and opportunities. We also met with City officials to discuss project objectives. We then developed different concept alternatives and presented those to the City. Once a preferred alternative was selected we developed a final rendered master plan.



### CONTACT

Alex Roylance, Buildings and Grounds Director  
110 South Main Street, Springville, UT 84663  
(801) 489-5742

### CONSTRUCTION COST ESTIMATE

Not Applicable



# FIRM EXPERIENCE & CAPABILITY

**JUB**  
FIRM INTRODUCTION

**KEY PERSONNEL**

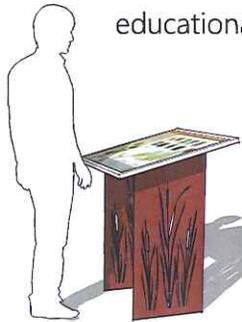
**EXPERIENCE & CAPABILITY**

**PROJECT APPROACH**

**COST**

## MYSTIC SPRINGS EDUCATIONAL WETLAND AREA SOUTH JORDAN, UTAH

Mystic Springs is a 30-acre open space area adjacent to the Jordan River. The site is surrounded by homes on the south and west sides, and the Jordan River on the east side. South Jordan City began a visioning and master planning process in 2011 to determine the appropriate use of the site. The site has multiple natural springs feeding into it and a variety of wildlife in wetland, transitional, and upland habitats. J-U-B was retained to finalize the vision and master plan. In coordinating with the City, it was determined that this area would serve as an educational wetland.



To help the City visualize the various components of the project, J-U-B developed 3D renderings for the logo, entry monument, and interpretive signage. We also provided 3D design for other site elements, including shade structures, seat

walls, and observation decks. Inventory and analysis was critical in determining appropriate materials, themes, forms, and colors. Playing off of the idea of wetlands, the final entrance design reflects a modern interpretation of cattails. Wildlife also influenced the overall theme, including incorporation of the red-winged and yellow-headed black birds into some of the smaller details throughout the park. The main materials we found appropriate to use in the design were corten steel, wood, and stacked stone.

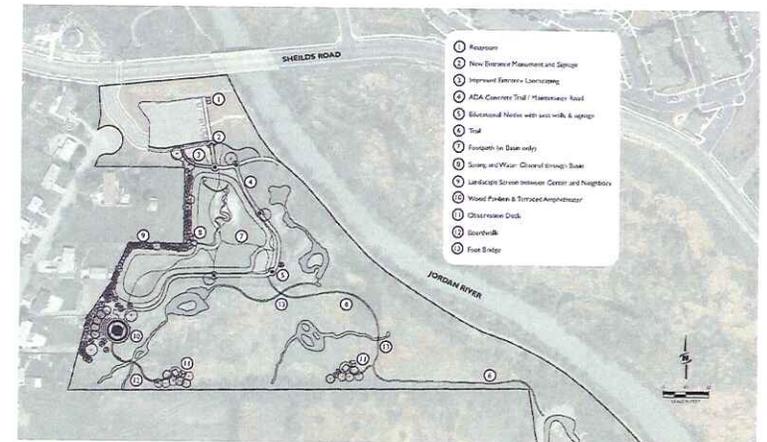


### CONTACT

Colby Hill, Associate Director of Parks  
South Jordan City, Utah  
(801) 253-5203 ext. 1726

### CONSTRUCTION COST ESTIMATE

Not Applicable



MYSTIC SPRINGS EDUCATIONAL WETLANDS CENTER | PHASE I MASTER PLAN



# FIRM EXPERIENCE & CAPABILITY

  
FIRM INTRODUCTION

  
KEY PERSONNEL

  
**EXPERIENCE & CAPABILITY**

  
PROJECT APPROACH

  
COST

## FAIRGROUNDS PARK MASTER PLAN COALVILLE, UTAH

For many years, the Summit County Fair has been held in Coalville, the county seat. The area where it has been staged was a collection of ball fields and riding arenas. Recent developments within the County have led to a new fairgrounds located elsewhere that will be specifically built to handle the crowds and facility demands for that activity. This move has provided Coalville City with an opportunity to re-evaluate the use of this former fair space, and propose a new design that could accommodate the recreational and civic needs of the City. It allowed the community to consider other desired amenities and arrange them in ways not previously possible. J-U-B was asked to help plan this new city gathering place by developing a master plan that could accommodate their recreational needs, provide a large community gathering place, and introduce some new amenities that would set the City apart. Several site plan alternatives were developed, and one was selected for further refinement. This preferred alternative was modified and

developed into the new master plan for what is currently called the Fairgrounds Park in Coalville. Additional color 3D graphics and a rendered plan were developed to assist the City in building community support and enthusiasm for the project.

*“This will give our city something we can really be proud of, complement our new Main Street, and become a real attraction in this part of the County.”*

- Mayor Trever Johnson

### CONTACT

Mayor Trever Johnson  
(435) 336-5981 [mayor@coalvillecity.org](mailto:mayor@coalvillecity.org)

### CONSTRUCTION COST ESTIMATE

Not Applicable



# FIRM EXPERIENCE & CAPABILITY

  
FIRM INTRODUCTION

  
KEY PERSONNEL

  
EXPERIENCE & CAPABILITY

  
PROJECT APPROACH

  
COST

## NEPTUNE PARK SARATOGA SPRINGS, UTAH

J-U-B developed a master plan (including schematic design options) and construction documents for the City of Saratoga Springs' main park located in the heart of the City. This 10 acre park has become a "destination" within the City. It will accommodate the City's pressing need for youth recreation facilities and a permanent home for the City's civic activities, chief of which is the annual "Saratoga Splash". To provide the added interest and attraction needed to become a true destination and not just another park, a new and exciting playground was incorporated into the park design: a large, dynamic playground suitable for all ages and capabilities with unique playground elements found in only select parks throughout the world.

Specific park elements include: capacity for two full-sized soccer fields; two large group pavilions; a full-sized basketball court (sponsored by the Utah Jazz); a formal plaza area; a community event area with stage and overhead structure, and vendor locations; a restroom and storage building; a looped perimeter trail; and a 90-stall parking lot.

To showcase the full potential of the park design, J-U-B used digital 3D models and computer renderings, as well as traditional plan graphics to create images and boards that "visualized" the new facility. The presentations were so successful that the park was named Neptune Park, after a particularly spectacular piece of climbing equipment in the playground.

### CONTACT

City of Saratoga Springs  
Mark Edwards, Capital Facilities Manager  
(801) 380-1719

### CONSTRUCTION COST ESTIMATE

\$1.2 million



# FIRM EXPERIENCE & CAPABILITY

  
FIRM INTRODUCTION

  
KEY PERSONNEL

  
EXPERIENCE & CAPABILITY

  
PROJECT APPROACH

  
COST

## MOUNTAIN VIEW PARK WOODS CROSS, UTAH

This park is uniquely sited with several overhead high power transmission lines. The uses, structures, and landscape plantings within the easement needed to be compatible with the regulations associated with the power lines above. By working in cooperation with Rocky Mountain Power, a sensible design was developed to still provide the park-like atmosphere for which the City was looking. J-U-B prepared the construction documents for this project.

The northern half of the park is designed for both active and passive recreational activities with a full-size soccer/lacrosse field, walking trails, and regional trailhead.

This neighborhood park will serve as a hub to the Legacy Parkway Trail as well as the Woods Cross trail system. A detention basin for the surrounding subdivision is located in the southern half of the park. The floor of the detention basin will also be used for little league soccer games. Trails and landscaping surround the detention basin; they help blend the southern half of the park with the northern half.



The entire park is surrounded by over a mile of sidewalk and trails which provide for local walking and biking as well as connecting the regional users employing the Legacy Parkway Trail to park facilities.

J-U-B also performed construction observation for this 11-acre park, prepared record drawings from as-built drawings, reviewed submittals and O&M manuals. We conducted regular observation visits, progress meetings, and reported findings to the client.

### CONTACT

Woods Cross City  
Gary Uresk, City Administrator  
(801) 292-4421

### CONSTRUCTION COST ESTIMATE

\$1.5 million



# PROJECT APPROACH



The scope of work proposed for the Riverdale Park is to develop a conceptual master plan that considers the park site's full potential in meeting a wide variety of City needs. It addresses the opportunities and limitations of the site, and suggests ways to accommodate additional City concerns, including: citizen desires for a passive, usable space of their own; park maintenance; storm water quality features; flexible recreational demands; and accommodating possible future expansion and tie-in to the other side of the river. We want to consider all pertinent issues that have a bearing on the City's recreational decisions as it plans for its future. Specific work tasks include:

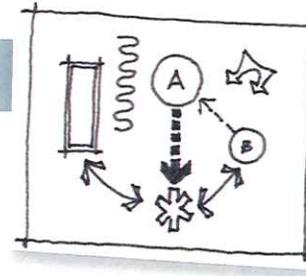
## TASK 1 | KICK-OFF MEETING

An initial project Kick-Off Meeting will be held with a Steering Committee. The Steering Committee will be formed from selected staff members and other significant stakeholders chosen by the City. The Committee's responsibilities will be to meet with the consultant to review project goals and objectives, refine the scope of work, and determine schedule. To help achieve optimum results from this meeting, we will provide a professional public facilitator to conduct this meeting so that everyone's

needs and desires are heard and addressed. Other work shall include gathering pertinent information regarding materials and standards; identifying programming desires; and listening to general stakeholder input and concerns. Also included in this task will be miscellaneous project administration tasks (i.e. phone calls, e-mails, in-house coordination, coordination with City Staff, etc.).

## TASK 2 | INVENTORY

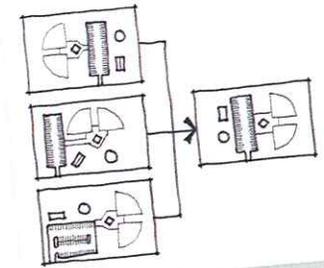
Conduct a brief but thorough evaluation of the existing infrastructure and any possible future infrastructure in and around the park. Utilities (sanitary sewer, storm water, electrical, communications, phone, etc.) and road access will be studied to determine functionality, and identify what opportunities and/or limitations they may present, particularly storm water. Identify other park site characteristics, including vegetation, soils, drainage, slope, current uses, etc. and their bearing on potential park design. Also, a quick study of surrounding land uses, including land and trails on both sides of the river, will be conducted to help identify relevant project context. Graphics will be



prepared and presented to illustrate these findings.

## TASK 3 | CONCEPT PLAN DEVELOPMENT

- Schematic Design.** Develop preliminary concept plans – up to 3 alternatives– for review and evaluation by the Steering Committee.
- Present Alternatives.** Present the alternatives to the Steering Committee. Select a single alternative or a combination of elements from the several alternatives for further development.
- Develop Preferred Alternative.** Develop a preferred alternative which includes the suggestions and input from the Steering Committee. Incorporate programming requirements with the opportunities and constraints presented by the site. Provide a site plan, along with simple elevations, sections, and preliminary 3D graphics as appropriate to convey the design concepts of the plan.



# PROJECT APPROACH



FIRM INTRODUCTION



KEY PERSONNEL



EXPERIENCE & CAPABILITY



PROJECT APPROACH



COST

**d. Present Preferred Alternative.** Present the Preferred Alternative plan to the Steering Committee for review and minor adjustments. Include updated 3D drawings, cross-sections and elevation graphics as necessary to help convey the vision and concept. Gather input and feedback relative to the original project goals and site constraints and opportunities.

**e. Develop Final Park Design Concept.** Incorporate the feedback and relevant suggestions from the Committee's review of the Preferred Alternative into a final park design concept.

**f. Final Park Concept Review.** Present the Final Park Concept to the Steering Committee for their last review and comment.

**g. Final Master Plan.** Incorporate Committee feedback and adjust the final park concept into a park master plan. This becomes the general footprint for future development of construction documents. Provide a color rendered plan for presentation to City Council. Update supporting 3D and other graphics as needed to be consistent with the final master plan. Prepare a preliminary opinion of probable construction costs. These plans will not be used for construction, but to guide the development of appropriate construction documents.

## TASK 4 | CITY COUNCIL

Present the final park master plan to the City Council for their final approval and adoption. Include all updated support graphics (3D drawings, elevations, sections, etc.) and preliminary cost estimates to fully represent the Committee's vision for the park.



# COST



## FEE

The fee for completing the above outlined scope of work is a lump sum amount of **\$17,000.00.**

This includes all reimbursable expenses (travel time, mileage, copying, printing, etc.). We have endeavored to provide all the work we believe is required to develop a complete and viable concept plan for the park site, and include the supporting graphics (i.e. 3D drawings, sections, elevations) we feel are necessary to clearly and fully convey the essence of the proposed concepts of the park. These plans and drawings will be in color and ready for use in public meetings and elsewhere to generate understanding and support for the proposed project.

## HOURLY RATES

Greg Graves	Project Manager	\$126
Jon Ruedas	Landscape Architect	\$96
Paul Taylor	Project Engineer	\$168

## VALUE ADDED BY J-U-B ENGINEERS

J-U-B ENGINEERS brings added value to Riverdale City on this park project that may not be found with others. Our design approach, familiarity with the site, office proximity, special relationships, and our own personal vested interest in Riverdale can help the City develop and achieve its “vision” for the park. We do this by listening carefully and vetting out the interests and desires of the the advisory committee. We then take this information and develop unique design solutions which integrate various ideas and concepts and then formulate a comprehensive master plan.

There are several other unique benefits with J-U-B as your design firm for this project:

**Familiarity with the Project** – We are aware of the desire of the residents to have a place where they can bring their families to enjoy the outdoors. We have employees who live in Riverdale and use the many existing trails that already go through and near this property. We are aware of the need to have more flexible open space where residents can play, relax, and enjoy a quiet evening as a family without the hordes of people who come in from surrounding communities (as

they do with some of the other parks within the City). We have been working with the Public Works staff to find opportunities to improve the environment and create a more sustainable infrastructure through this area. Before the City even finalized the purchase of this property our staff was looking at opportunities to use some of this space to help meet permit requirements enforced by the State. The natural features of the property (proximity to the river, proximity to existing local trails on both sides of the river, trees and existing vegetation, relatively flat topography) make this a great park location, and present some unique opportunities for creative play, natural areas, and amenity placement. We see the potential to create a beautiful and relaxing park for the community.



# COST

  
FIRM INTRODUCTION

  
KEY PERSONNEL

  
EXPERIENCE & CAPABILITY

  
PROJECT APPROACH

  
COST

**Multi-Disciplinary Firm** – When you choose J-U-B, you get the resources of a large consultant with the responsiveness of a smaller, local firm. In our Kaysville office, we have landscape architects, storm water specialists, public facilitators, planners and other expertise to meet your project needs.

J-U-B is a true multi-disciplinary firm, with both landscape architecture and civil engineering professionals available to provide the services this project will need. We also have surveyors and structural engineers that may be of some benefit to the City during later phases as the park master plan begins to be implemented.

**Landscape Architecture Lead** – This project will be led by Greg Graves, a licensed landscape architect with more than 29 years of experience. J-U-B can provide a comprehensive landscape architecture design that includes engineering design rather than the other way around.

**Public Facilitation** – We understand and appreciate that the City has committed to a public process in developing the park concept design. J-U-B is uniquely qualified to facilitate this process. The Langdon Group, a J-U-B subsidiary, is a team of professionals

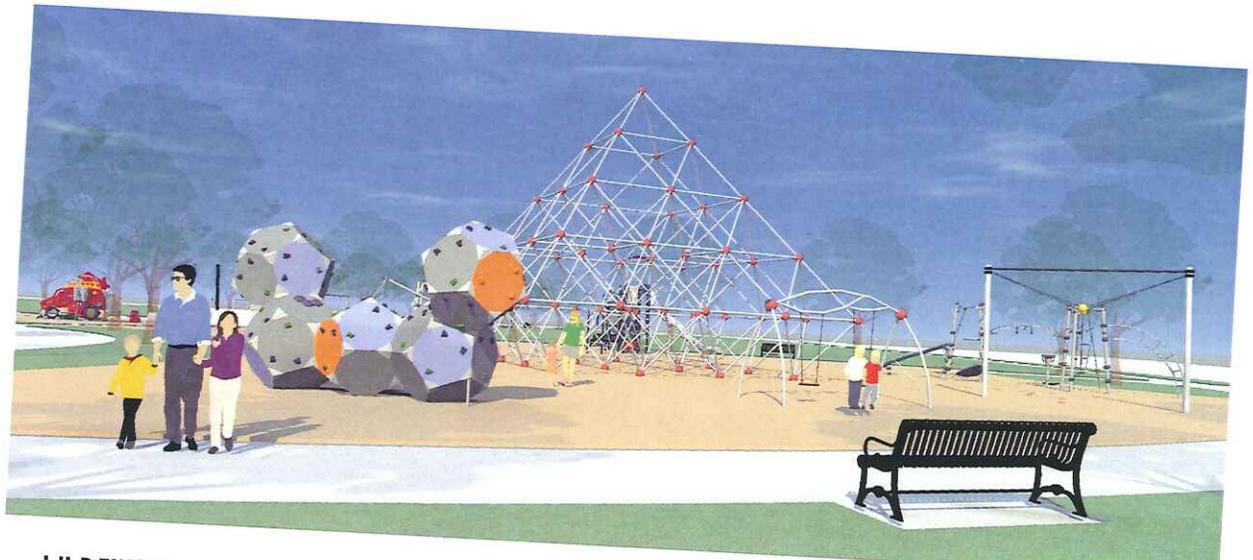
with experience in managing the public process. We believe that by engaging with the public, we can foster critical partnerships and garner project support. By working with the public in an interactive and productive way we are able to reduce uncertainty, maintain project support, and incorporate public comments into the design.

**Visualization** – Our creative landscape architects create both hand drawn and digital 2D and 3D renderings and conceptual designs to show what a project can become.

These renderings help City officials and the public to share a common vision and incorporate it into the final park design.

**Office Proximity** – Our Kaysville Office is the home of our Landscape Architecture Group. That puts us just 20 minutes away from this site and from your offices. We can respond quickly.

**Personal Vested Interest** – Some of our office staff are citizens of Riverdale or have family members who live and work there. We feel that we are part of your community and are very interested in City projects. We claim a genuine personal interest in what happens in Riverdale, and want only the best for your City.



# COST



**Multi-Disciplinary Firm** – When you choose J-U-B, you get the resources of a large consultant with the responsiveness of a smaller, local firm. In our Kaysville office, we have landscape architects, storm water specialists, public facilitators, planners and other expertise to meet your project needs.

J-U-B is a true multi-disciplinary firm, with both landscape architecture and civil engineering professionals available to provide the services this project will need. We also have surveyors and structural engineers that may be of some benefit to the City during later phases as the park master plan begins to be implemented.

**Landscape Architecture Lead** – This project will be led by Greg Graves, a licensed landscape architect with more than 29 years of experience. J-U-B can provide a comprehensive landscape architecture design that includes engineering design rather than the other way around.

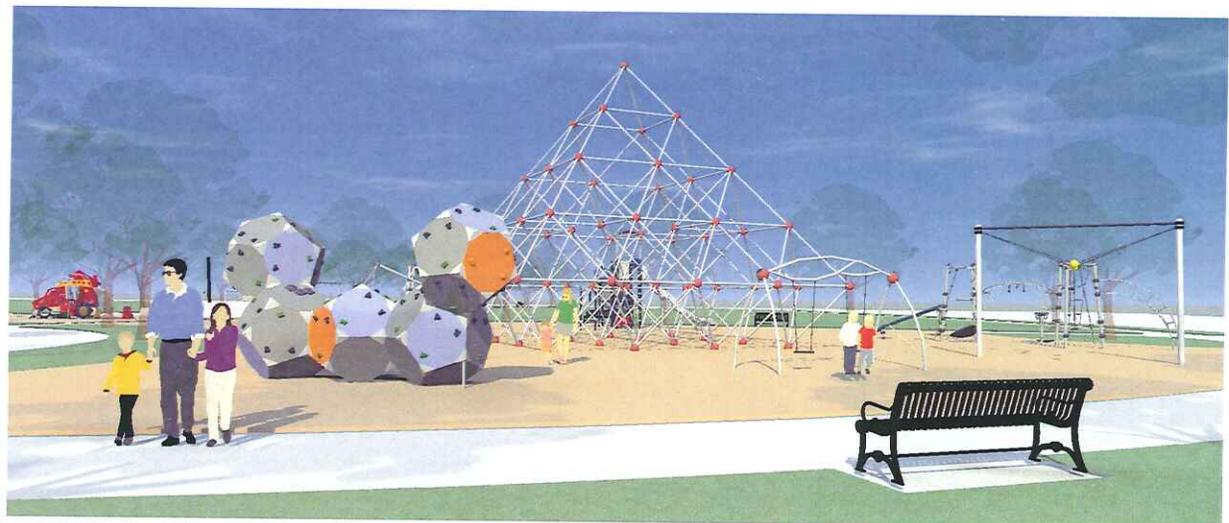
**Public Facilitation** – We understand and appreciate that the City has committed to a public process in developing the park concept design. J-U-B is uniquely qualified to facilitate this process. The Langdon Group, a J-U-B subsidiary, is a team of professionals

with experience in managing the public process. We believe that by engaging with the public, we can foster critical partnerships and garner project support. By working with the public in an interactive and productive way we are able to reduce uncertainty, maintain project support, and incorporate public comments into the design.

**Visualization** – Our creative landscape architects create both hand drawn and digital 2D and 3D renderings and conceptual designs to show what a project can become. These renderings help City officials and the public to share a common vision and incorporate it into the final park design.

**Office Proximity** – Our Kaysville Office is the home of our Landscape Architecture Group. That puts us just 20 minutes away from this site and from your offices. We can respond quickly.

**Personal Vested Interest** – Some of our office staff are citizens of Riverdale or have family members who live and work there. We feel that we are part of your community and are very interested in City projects. We claim a genuine personal interest in what happens in Riverdale, and want only the best for your City.



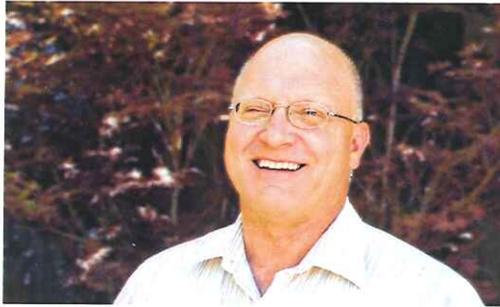


# APPENDIX

## RESUMES

# GREG GRAVES, PLA, ASLA

## LANDSCAPE ARCHITECT & PLANNER



### REGISTRATION

Professional Landscape Architect: Utah, Idaho, Washington, Oregon, Wyoming, Colorado & Montana

### EDUCATION

BS Microbiology, Chemistry  
Weber State College, 1980

BLA Landscape Architecture  
Utah State University, 1985

MLA Landscape Architecture  
Utah State University, 1986

### EXPERIENCE

Landscape Architect, J-U-B ENGINEERS, Inc.  
2007- Present

Landscape Architecture Manager  
Bingham Engineering, 1993 - 2007

Landscape Architect, Gillespie Delorenzo, ASLA  
& Associates, 1989 - 1991

Landscape Designer, Henry Haws & Associates  
1987 - 1989

Landscape Architect, Utah State University  
Campus Planning, 1984 -1987

Mr. Graves has more than 29 years of experience as a professional landscape architect and planner. His experience includes both public and private work throughout the western U.S., including Utah, Idaho, Washington, Montana, Arizona, Nevada, and Southern California. He has provided complete design and project management services for residential, commercial, industrial, and institutional projects of all sizes. His expertise runs the complete gamut of project development, from concept development and master planning, to site design, construction detailing, grading and drainage, irrigation, planting design, and presentation graphics. Greg specializes in recreation planning and design, park design, irrigation and planting design, and sports field design.

### SELECT PROJECT EXPERIENCE

**Neptune Park**  
Saratoga Springs, Utah

**Sunset Haven Park**  
Saratoga Springs, Utah

**Mountain View Park**  
Woods Cross, Utah

**Wayne Bartholomew Park Master Plan**  
Springville, Utah

**Beacon Hills Park Master Plan**  
Highland, Utah

**Weber State University East Campus Landscape Design** Ogden, Utah

**Weber State University Stream Channel Renovation** Ogden, Utah

**Clearfield Capital Facilities Plan**  
Clearfield, Utah

**Spring Creek Athletic Park**  
Highland, Utah

**Clinton Civic Center Park**  
Clinton, Utah

**Kaysville Heritage Park**  
Kaysville, Utah

**Coalville Fairgrounds Park Concept Plan**  
Pleasant Grove, Utah

**University of Utah Women's Softball Field**  
Salt Lake City, Utah

**Lindon City Outdoor Pool**  
Lindon, Utah

**North Summit Recreation Center and Park Master Plan** Coalville, Utah

**Wildwood Park**  
Hooper, Utah

**Parley's Creek Trail at Sugar House Park**  
Salt Lake City, Utah

**Welby Jacob Canal Trail Parkway**  
Saratoga Springs, Utah

**Shannon Fields Softball Complex**  
Pleasant Grove, Utah

**Rodeo Grounds Master Plan at Heritage Park**  
Hooper, Utah

# JONATHAN RUEDAS, PLA, ASLA

## LANDSCAPE ARCHITECT



---

### REGISTRATION

Professional Licensed Landscape Architect,  
Utah (8087410)

---

### EDUCATION

BLA Landscape Architecture and  
Environmental Planning  
Utah State University, 2007

---

### AFFILIATIONS

American Society of Landscape Architects,  
Member  
Utah Recreation and Parks Association

---

Jon has seven years of experience in landscape architecture and environmental planning. His experience includes park planning and design, urban and streetscape design, residential design, irrigation and planting design, construction detailing, marketing, and graphic design. His interests include projects in community master planning, park and open space design, urban design, planting design, and computer graphics and illustrative visualization. Jon's recent experience includes the design of an entry monument for the Mystic Springs Educational Wetland Area in South Jordan. Jon is able to create 3D renderings of his designs for clients to visualize the final project. The client's vision for a project can then be fully implemented during construction.

### SELECT PROJECT EXPERIENCE

#### Fairgrounds Park Concept Plan

Coalville, Utah

#### Mountain View Park

Woods Cross City, Utah

#### Weber State University Tracy Plaza

Ogden, Utah

#### Weber State University Campus Landscape Design

Ogden, Utah

#### Weber State University Alumni Center Planning Design

Ogden, Utah

#### Milner Historical Recreation Area

Bureau of Land Management, Idaho

#### Bruneau Canyon Overlook Recreation Area

Bureau of Land Management, Idaho

#### Mystic Springs Educational Wetlands Center

South Jordan, Utah

#### Jordan River Parkway/Murdock Connector Trail

Riverton, Utah

#### Welby Jacob Canal Trail Parkway

Saratoga Springs, Utah

#### Neptune Park Design

Saratoga Springs, Utah

#### BLM Snake River Hotshots

Pocatello, Idaho

#### Kaysville Civic Block Design

Kaysville, Utah

#### Kaysville City Sign Concept Design

Kaysville, Utah

#### Sunset Haven Park

Saratoga Springs, Utah

#### Santaquin Main Street Improvements

Santaquin, Utah

#### Folsom Avenue Green Space Design

Salt Lake City, Utah

#### Sunset Haven Park

Saratoga Springs, Utah

#### Salt Lake City International Airport FedEx Facility Landscape

Salt Lake City, Utah

#### Cache Humane Society Dog Park

Logan, Utah

# PAUL TAYLOR, PE PROJECT ENGINEER



---

## REGISTRATION

Professional Civil Engineer, Utah 87-166282  
Professional Civil Engineer, Idaho 14972

---

## EDUCATION

B.S. Civil Engineering  
Magna Cum Laude  
Utah State University, 1983

---

## AFFILIATIONS

Utah City Engineers Association  
Utah Storm Water Advisory Committee (Past Chair)  
American Public Works Association  
Certified Inspector of Sediment and Erosion Control (C.I.S.E.C.) Board of Directors

---

Paul has 30 years of experience in municipal design projects. He has over 16 years of experience working as a City Engineer or Assistant City Engineer for multiple communities. He has served on the Specifications Committee of the Utah Chapter of the American Public Works Association and as Past Chair of the Utah Storm Water Advisory Committee. He is also currently serving on CISEC Board of Directors, a National Storm Water Inspector Certification Program.

Paul has worked with Riverdale City for the last several years helping develop and implement a Storm Water Management Program. This was an unfunded mandate imposed on the City in 2003. This work includes a water quality retrofit plan and an update of the existing Storm Water Management Plan.

### Riverdale Water Quality Retrofit Plan

Currently finishing up a master plan for installing water quality features at various locations throughout the City

### Riverdale Storm Water Management Plan Update

Helped the city update the management plan to meet the requirements of the new permit

### Riverdale SWMP Review

Helped the city evaluate their old plan to determine if they were meeting the requirements of the MS4 permit

### Ogden City Storm Drain Master Plan

Ogden, Utah

### Ogden City Storm Drain Retrofit Plan

Ogden, Utah

### Ogden City Storm Drain Utility Database

Ogden, Utah

### Wheeler Farm Storm Water Detention

Salt Lake County, Utah

### Emigration Creek Diversion

Liberty Park, Salt Lake City, Utah

### Mystic Springs Educational Wetlands Center

South Jordan, Utah

### Soldier Hollow Cross Country/Biathlon Olympic Venue

Midway, Utah

### Neptune Park

Saratoga Springs, Utah

### Weber State University Stream Channel Renovation

Ogden, Utah

### Clinton Civic Center Park

Clinton, Utah

### Brian Head Trails System

Brian Head, Utah

### Sunnyside Park Detention

Salt Lake City, Utah

### Storm Water Quality Permitting

More than 40 communities in Utah and Idaho

### Red Butte Detention

Salt Lake City, Utah



**J-U-B ENGINEERS, INC.**



**THE  
LANGDON  
GROUP**  
*a J-U-B Company*



**GATEWAY  
MAPPING  
INC.**  
*a J-U-B Company*

466 North 900 West  
Kaysville, Utah 84037  
801 547 0393 | [www.jub.com](http://www.jub.com)

OTHER J-U-B COMPANIES



**RIVERDALE CITY  
CITY COUNCIL AGENDA  
March 3, 2015**

**AGENDA ITEM: H**

**SUBJECT:** Discretionary Items

**PETITIONER:** Elected, Appointed, and Staff

**ACTION REQUESTED BY PETITIONER:** Open agenda item provided for comments or discussion on discretionary items.

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