



**RIVERDALE CITY COUNCIL AGENDA
CIVIC CENTER - 4600 S. WEBER RIVER DR.
TUESDAY – AUGUST 2, 2016**

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.

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
 - a. Council Committee Assignment Reports

F. Consent Items

1. Review of meeting minutes from:
 - July 19, 2016 City Council Work Session
 - July 19, 2016 City Council Regular Session

G. Action Items

1. Consideration of Resolution 2016-21, Inter-local Agreement between Weber County Fire Departments

Presented by: Jared Sholly, Fire Chief

H. Discretionary Items

I. Adjournment

In compliance with the Americans with Disabilities Act, persons in need of special accommodation should contact the City Offices (801) 394-5541 X 1232 at least 48 hours in advance of the meeting. The Public is invited to attend City Council Meetings.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted and published on July 29, 2016 the following places: the Riverdale City Hall Noticing Board, the Riverdale City website: <http://www.riverdalecity.com/>, and the Utah Public Notice website: <http://www.utah.gov/pmn/index.html>. A copy was also given to the Standard-Examiner on July 29, 2016.

Jackie Manning
Riverdale City Recorder

**RIVERDALE CITY
CITY COUNCIL AGENDA
August 2, 2016**

AGENDA ITEM: F1

SUBJECT: Review of Meeting Minutes

PRESENTER: Jackie Manning, City Recorder

INFORMATION: a. July 19, 2016 CC Work Session Minutes
b. July 19, 2016 CC Regular Meeting Minutes

[BACK TO AGENDA](#)

1 Minutes of the **Work Session** of the **Riverdale City Council** held Tuesday, July 19, 2016, at 5:30 PM, at the Civic Center in
2 the Administrative Offices, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.
3
4

5 **Present:** City Council: Norm Searle, Mayor
6 Brent Ellis, Councilor
7 Gary E. Griffiths, Councilor- participated by phone
8 Braden Mitchell, Councilor
9 Alan Arnold, Councilor
10 Cody Hansen, Councilor
11
12 City Employees: Rodger Worthen, City Administrator
13 Steve Brooks, City Attorney
14 Mike Eggett, Community Development
15 Jackie Manning, City Recorder
16

17 Mayor Searle welcomed the Council Members stating for the record that all were in attendance.
18

19 Open Communications:

20 Mayor Searle asked if anyone was aware of any open communications and there were none.
21

22 Presentations and Reports:

23 Rodger Worthen, City Administrator, commented that it was good to be back from medical leave.
24

25 Consent Items:

26 Mayor Searle invited any corrections or comments for the work session and regular meeting minutes for the Special
27 City Council Meeting held on June 23, 2016 and the Work Session and Regular Meeting held on July 5, 2016. No
28 corrections were requested.
29

30 Action Items:

31 Mayor Searle invited discussion regarding the first action item, (Item tabled from July 5, 2016 Regular City Council
32 Meeting) Consideration of Final Site Plan and consideration of Resolution 2016-20 adopting a Development Agreement
33 for Maverik, Inc., 900 West Riverdale Road, Riverdale, Utah 84405.
34

35 Mike Eggett, Community Development, provided an updated report from the contracted City Engineer, Scott Nelson,
36 dated July 19, 2016. The information contained therein discussed the access point variance that the applicant submitted
37 to UDOT (Utah Department of Transportation). Mr. Eggett expressed he felt there would be a favorable acceptance from
38 UDOT regarding the access point variance.
39

40 Mr. Eggett further explained the temporary median and right in and right out turning lane for the development. Mr.
41 Eggett stated after H&P develops the right-in and right-out access points will be converted into landscaping. The median
42 will also be removed when H&P Investments develops their portion of the site plan.
43

44 There was a brief discussion regarding the bus stop relocation. Mr. Eggett explained he and Rodger Worthen have
45 been working actively with Riverdale Wal-Mart and UTA (Utah Transit Authority) with the goal of locating the bus stop in
46 front of Riverdale Wal-Mart. This would add additional stops within Riverdale City and change the route to east bound.
47

48 Mr. Eggett stated the applicant has updated their landscaping plan which exceeds the minimum landscaping code.
49 Councilor Mitchell asked if the footprint of the development was reduced. He also inquired about the access points
50 indicating they were not clearly labeled on the updated site plan. Mr. Eggett encouraged Councilor Mitchell to ask the
51 applicants during the meeting, but he didn't believe the footprint was reduced.
52

53 There was a brief discussion regarding the access management plan. Mr. Eggett encouraged the council to ask the
54 applicant any outstanding questions they have pertaining to their application and the materials submitted within the
55 packet.
56

57 There was a brief discussion regarding H&P Development. Mr. Eggett informed the council they have submitted an
58 application and will appear before the Planning Commissioners for preliminary plan approval on August 9, 2016.
59

60 Mr. Eggett further noted clause 3.2.1 in the Developers Agreement references a section that is not included, if
61 approved the resolution would need to be updated.
62

63 Mayor Searle invited discussion regarding the second action item, consideration of Ordinance 880 adopting proposed
64 amendments to the Riverdale City Code, Title 9 Building Regulations, Title 4 Chapter 2 Public Health and Safety (Fire
65 Code) and consideration of Ordinance 881 adopting proposed amendments to the Riverdale City Code, Title 10 Zoning
66 and Subdivision Regulations (Multiple Chapters).
67

68 Mr. Eggett explained the ordinance 880 is proposed so the City may be in compliance with state code. There were no

69 public comments or written comments submitted at the public hearing on June 28, 2016 at the Planning Commission
70 Meeting for either proposed ordinances. The planning commissioners recommended approval on that date. Mr. Eggett
71 stated building standards may begin changing every 3 years.
72

73 Mr. Eggett summarized the executive summary pertaining to Title 10 and Ordinance 881. He discussed rear set-
74 backs in R-5 high density zones that are located next to commercial areas. The City Attorney and Fire Chief have both
75 reviewed this proposed change and are comfortable with the new language.
76

77 Mr. Eggett discussed the parking standards for schools as it currently stands. He discussed his research of other
78 cities in regards to parking standards for schools and the need to change.
79

80 Mr. Eggett discussed the final site plan approval for final subdivision applications which would allow final site plans to
81 expire after an allotted amount of time, as a means to protect the city's interest should a developer not follow through with
82 their approved development.
83

84 Executive Closed Session

85 Mayor Searle explained the executive session is to discuss the purchase, exchange, or lease of real property and will
86 need a roll call vote. (This agenda item was requested by Councilor Hansen and Councilor Mitchell).
87

88 Discretionary Items:

89 Mayor Searle asked if there were any discretionary items.
90

91 Mayor Searle stated there was a preconstruction meeting today for the 4400 South bridge/trail project with
92 Wadsworth Construction. Mayor Searle disclosed the anticipated start date for this project is August 15, 2016. He stated
93 4400 South may be single lane traffic, which could cause delays. Mayor Searle stated freeway closures will be at a
94 minimum and are anticipated at night or on the weekends.
95

96 Mayor Searle briefly discussed recycling regarding tipping fees. He discussed the market for recycling materials
97 which has caused recycling companies to consider adding tipping fees for recycling services they offer to cities. Mayor
98 Searle stated at the WACOG meeting there was a committee formed in relation to recycling. The committee consists of
99 Mayor Searle, Rodger Worthen, the Mayor and City Manager for South Ogden City, and the Mayor for Washington
100 Terrace, as well as City Officials from Ogden City. Mayor Searle stated the committee has researched Wasatch Integrated
101 in Davis County to see how they manage their recycling. He will have more information in the near future.
102

103 Adjournment:

104 Having no further business to discuss the Council adjourned at 5:55 PM to convene into their Regular City Council
105 Meeting.
106
107
108
109

Minutes of the Regular Meeting of the Riverdale City Council held Tuesday, July 19, 2016, at 6:00 PM, at the Civic Center, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present: City Council: Norm Searle, Mayor
Brent Ellis, Councilor
Gary E. Griffiths, Councilor-participated by conference call
Braden Mitchell, Councilor
Alan Arnold, Councilor
Cody Hansen, Councilor

City Employees: Rodger Worthen, City Administrator
Steve Brooks, City Attorney
Scott Brenkman, Police Chief
Cody Cardon, Business Administrator/Treasurer
Mike Eggett, Community Development
Jackie Manning, City Recorder

Visitors: Charles Kerkvliet Dave Leahy Lori Fleming
Todd Meyers Paul Flaig Elizabeth Hunt
Thomas Hunt

A. Welcome and Roll Call

Mayor Searle called the meeting to order and welcomed all in attendance, including all Council Members and all members of the public. Mayor Searle stated Councilor Griffith will be participating by conference call.

B. Pledge of Allegiance

Mayor Searle invited Councilor Ellis to lead the Pledge of Allegiance.

C. Moment of Silence

Mayor Searle called for a moment of silence and asked everyone to remember our police officers, fire fighters, U.S. Military service members, and members of the City Council as they make decisions this evening.

D. Open Communications

Mayor Searle invited any member of the public with questions or concerns to address the Council and asked that they keep their comments to approximately three minutes. There were no comments made.

E. Presentations and Reports

1. Mayors Report

Mayor Searle had nothing to report.

2. City Administration Report

Rodger Worthen, the City Administrator, recognized Rich Taylor, the Community Services Director, for all his work regarding the Old Glory Days celebration. Mr. Worthen stated staff is looking to improve the display for fireworks in the future. Mr. Worthen discussed Fire Chief Sholly will maintain the current fire site plan.

Mr. Worthen highlighted the employee anniversaries as seen in the packet. Mr. Worthen explained the city is temporarily over one an employee, which will be corrected by next month. The additional employee is due to the Utility Clerk retiring and allowing her to train her replacement.

Mr. Worthen briefly discussed the Community Development report and the Treasury report and invited questions. He briefly discussed the ambulance fees and thanked Fire Chief Sholly for his diligence in updating the ambulance billing issues.

Mayor Searle presented awards to two employees, Fire Fighter David Ermer, and Police Officer Rusty Bingham, for their years of service. Mr. Ermer has been with the City for 20 years and Mr. Bingham has been with the City for five. Every five years employees are presented a certificate for their years of service.

Mayor Searle recognized Kevin Fuller, a police officer, for his 18 years of service in Riverdale City. Mayor Searle discussed Officer Fullers accomplishments throughout his tenure in Riverdale City. He discussed his dependability and

willingness to continue to serve the police department. He helped to make the department better with his scheduling implementation and his computer knowledge. Mayor Searle thanked Officer Fuller for all his time and service in the City of Riverdale and wished him well in his retirement.

Mr. Fuller thanked the Riverdale City Council and Mayor for their positive treatment and support. He stated Riverdale City has a great police force. He was happy to have been a part of the department. Police Chief Scott Brenkman discussed his years of service with Officer Fuller and all his efforts and accomplishments within that time-frame. He wished him the best in the future. Each Councilmember expressed their gratitude to the police department and wished Officer Fuller well.

3. Swearing in new Police Officers

Police Chief Brenkman introduced the four newly hired Police Officers: Luigi Panunzio, Matthew Phillips, Robert Lovato and Ryne Schofield. He discussed their work experience and qualifications. The City Recorder, Jackie Manning, swore in the new police officers.

F. Consent Items

1. Review of Meeting Minutes for City Council Special Meetings held on June 23, 2016 and the Regular Meeting and Work Session held on July 5, 2016.

Mayor Searle asked for any additional changes to City Council Meeting minutes, to which there were no requested changes.

MOTION: Councilor Mitchell moved to approve the consent items as proposed. Councilor Ellis seconded the motion. There was not any discussion regarding this motion. The motion passed unanimously in favor.

G. Action Items

1. (Item tabled from July 5, 2016 Regular City Council Meeting)
a. Consideration of Final Site Plan for Maverik, Inc., 900 West Riverdale Road, Riverdale, Utah 84405.

MOTION: Councilor Arnold made a motion to untable the discussion from the July 5, 2016 regular City Council Meeting regarding the final site plan approval for Maverik, 900 West Riverdale Road, Riverdale Utah, 84405. Councilor Mitchell seconded the motion. All voted in favor.

Mike Eggett, Community Development Director, summarized the executive summary which explained:

Maverik, as represented by Todd Meyers and Elizabeth Hunt, has applied for a Final Site Plan review of a Gas Station and Convenience Store Site Plan located at 899 West Riverdale Road in a Regional Commercial (C-3) zone. This site plan is being proposed for development on property currently owned by H&P Investments. A public hearing is not required to consider this Site Plan proposal. This Preliminary Site Plan was approved previously by the Planning Commission on May 10, 2016 and was recommended for City Council approval by the Planning Commission on June 14, 2016, with the understanding that the applicant is to resolve all outstanding staff concerns and comments. This matter was also previously reviewed by the City Council and tabled relative to concerns associated with the landscaping requirement associated with this site proposal. Maverik has prepared updated landscaping plans and desires to present their updated plans to the City Council in an effort to resolve previously discussed concerns.

A secondary component of this site plan request is the review, discussion, and consideration of the proposed Development Agreement with Maverik, Inc., which has been provided within this packet as well for review by the City Council. The City Attorney has reviewed this document and is comfortable with the language found therein. There is noted one small error in clause "3.2.1" of the agreement that probably should have the reference to "Section 8.1" made to Section "3.3" instead.

Title 10 Ordinance Guidelines (Code Reference)
This Final Site Plan review is regulated under City Code 10-25 "Development in All Zones", and is affected by City Codes 10-10A "Regional Commercial Zones (C-1, C-2, C-3)", 10-14 "Regulations Applicable to All Zones", 10-15 "Parking, Loading Space; Vehicle Traffic and Access", and 10-16 "Sign Regulations".

The proposed development parcel is located on the southeast corner of 900 West and Riverdale Road on property currently owned by H&P Investments. The property is in a C-3 zone and all uses listed in this zone (whether permitted or conditional) would be available for development and use on this lot. Per the applicant, the desired uses are retail convenience store and gas station.

Attached with this executive summary is a document entitled "Final Site Plan Review – Riverdale Maverik"; this is a supplementary document addressing items on the Preliminary Site Plan application document. Also attached, following this executive summary, are current comments from the Public Works Director, the Fire Chief, the Police Chief, and contracted City Engineer for the proposed Maverik project. Key concerns noted by the City Engineer are tied to onsite detention standards and requirements imposed by the State of Utah, access management to Riverdale Road per UDOT requirements, and UTA bus signage replacement. The City Council should discuss any concerns raised by these summaries.

In addition to the Preliminary Site Plan documentation, a packet referencing the exterior building elevation design have been provided. The attached building renderings, materials summary, and landscaping have been reviewed by the City's Design Review Committee on April 29, 2016 wherein the Design Review Committee approved the submitted landscaping, materials, and overall aesthetics of the proposed structure.

Signage for the site is regulated per City Code 10-16 (specifically section 8.(b.) for Commercial Districts); the applicant should be directed to adhere to this Code when contemplating signage.

Councilor Mitchell thanked Maverik in their efforts to meet the Riverdale Ordinance and stated he is happy to see them come into the city. He inquired about the total parcel area and asked if it was different from the previously submitted plan.

Todd Meyers, from Maverik Incorporated, stated the site plan is laid over the same space. Mr. Meyers explained the difference is the common driveways area, which were reduced. This change was to allow for more landscaping. Mr. Eggett stated even with the change Maverik is still in compliance with the Riverdale City Code.

Councilor Ellis asked about the bus stop relocation. Mr. Eggett stated he and Mr. Worthen have been in close contact with UTA (Utah Transit Authority) in regards to the locating the bus stop in front of Wal-Mart with the hope of having a more established and elaborate seating area. The change of the bus stop location would also change the routing slightly and cause it to run eastbound. Nothing has been finalized at this point, but it is appearing to be favorable among all the parties involved.

MOTION: Councilor Arnold moved to approve Final Site Plan for Maverik, Inc., 900 West Riverdale Road, Riverdale, Utah 84405. Councilor Mitchell seconded the motion.

Mayor Searle invited discussion regarding the motion. There was not a discussion.

CALL THE QUESTION: The motion passed unanimously in favor.

(Item tabled from July 5, 2016 Regular City Council Meeting)

b. Consideration of Resolution 2016-20 adopting a Development Agreement between Riverdale City and Maverik, Inc.

MOTION: Councilor Ellis made a motion to untable the discussion from the July 5, 2016 regular City Council Meeting regarding the adoption of Resolution 2016-20 a Development Agreement between Riverdale City and Maverik, Inc. Councilor Arnold seconded the motion. All voted in favor.

Mr. Eggett stated there is a clause within the Development agreement that references an incorrect section. If the Council approves the Development Agreement he would encourage them to note that change in their approval. Councilor Hansen inquired about clause 1.3 found within the Development Agreement. Mr. Eggett explained this references a Development Agreement between Riverdale City and Wal-Mart which addresses the parking area located on the south side of Wal-Mart. He discussed the previous agreement and the connectivity that was agreed to at that time.

There was a brief discussion regarding truck routing for Maverik. Mr. Eggett discussed the cross access connection which will be used through Wal-Mart access area to avoid blocking the intersection. Councilor Hansen referred to an error within the agreement that stated "alternation" and requested it be change to "alteration".

MOTION: Councilor Arnold moved to approve Resolution 2016-20 adopting a Development Agreement between Riverdale City and Maverik, Inc with the appropriate changes as recommended by Mike Eggett and Councilor Hansen. Councilor Mitchell seconded the motion.

Mayor Searle invited discussion regarding the motion. There was not a discussion.

ROLL CALL VOTE: Councilor Griffiths, Ellis, Mitchell, Arnold, Hansen all voted in favor. The motion passed unanimously in favor.

2. a. Consideration of Ordinance 880 adopting proposed amendments to the Riverdale City Code, Title 9 Building Regulations, Title 4 Chapter 2 Public Health and Safety (Fire Code).

Mr. Eggett summarized an executive summary in the packet which explained:

Recently, the State Legislature has passed a bill updating the building codes for the State and, as a result, the City should update these building codes. In addition, City Staff has been approached regarding properties throughout the City and City ordinances that are impacting those properties. Finally, there have been some issues in the past relative to site plan approvals and final subdivision approvals relative to the timing of the project's vesting rights/viability. As a result of these three above-noted matters, a packet of information has been provided to discuss suggested code revisions relative to the above-noted matters. In order to consider amending the City Code, Utah State Law requires that we hold a public hearing regarding proposed changes to the City Code. Therefore, a public hearing was held with the Planning Commission on June 28, 2016 to consider these proposed Code changes, and advertised accordingly to the public per State Law. Following the public hearing, the Planning Commission discussed the proposed Code changes and provided a favorable recommendation to the City Council for approval of the proposed changes.

Following this executive summary document is the proposed City Code amendment language, as reflected in the respective titles and chapters of City Code. Additionally, City Attorney Steve Brooks has reviewed the proposed City Code amendments and is in support of the proposed amendments as attached to this executive summary document.

MOTION: Councilor Mitchell made a motion to approve Ordinance 880 adopting proposed amendments to the Riverdale City Code, Title 9 Building Regulations, Title 4 Chapter 2 Public Health and Safety (Fire Code). Councilor Ellis seconded the motion.

Mayor Searle invited discussion regarding the motion. There was not a discussion.

ROLL CALL VOTE: Councilor Ellis, Mitchell, Arnold, Hansen, Griffiths all voted in favor. The motion passed unanimously in favor.

b. Consideration of Ordinance 881 adopting proposed amendments to the Riverdale City Code, Title 10 Zoning and Subdivision Regulations (Multiple Chapters).

Mr. Eggett summarized an executive summary which explained:

Title 10 Ordinance Guidelines (Code Reference)

Non-dwelling parking standards are regulated under City Code 10-15 "Parking, Loading Space; Vehicle Traffic and Access", specifically section 3. Site development standards for higher density residential areas (i.e. apartment complexes) are regulated under City Code 10-9F "Multiple-Family Residential Zone (R-5)", specifically section 4. All building codes are found within Title 9 "Building Regulations". Fire code regulations are found within City Code 4-2 "Fire Code". Subdivision review and approval is regulated under City Code 10-21 "Subdivisions". Site plan review and approval is regulated under City Code 10-25 "Development in All Zones".

Councilor Ellis clarified this ordinance would have a positive impact on the property owners and commercial. Mr. Eggett felt it would and explained the site plan expiration would protect the city interest.

There was a discussion regarding commercial set-backs as they related to R5 high density zone with an emphasis regarding the length of the set-back. The council felt comfortable with the 30 foot set-back proposed after the discussion.

MOTION: Councilor Ellis made a motion to approve Ordinance 881 adopting proposed amendments to the Riverdale City Code, Title 10 (Multiple Chapters). The motion was seconded by Councilor Mitchell.

Mayor Searle invited discussion regarding the motion. There was not a discussion.

ROLL CALL VOTE: Councilor Mitchell, Arnold, Hansen, Griffiths, and Ellis all voted in favor. The motion passed unanimously in favor.

Mayor Searle called for a motion to adjourn into the executive session.

MOTION: Councilor Hansen made a motion to adjourn into a closed executive session pursuant to the provisions of Section 52-4-205 of the Open and Public Meetings Law for the purpose of discussing the purchase, exchange, or lease of real property. Councilor Arnold seconded the motion.

Mayor Searle invited discussion regarding the motion. There was not a discussion.

ROLL CALL VOTE: Councilor Arnold, Hansen, Griffiths, Ellis and Mitchell all voted in favor. The motion

268 passed unanimously in favor.
269

270 **H. Executive Closed Session**

271 Consideration of adjourning into Closed Executive Session pursuant to the provisions of Section 52-4-205 of the Open
272 and Public Meetings Law for the purpose of discussing the purchase, exchange, or lease of real property (roll call vote).
273 This session was requested by Councilor Hansen and Councilor Mitchell.
274

275 **MOTION:** Councilor Mitchell made a motion to adjourn out of the closed executive session back into
276 the regular City Council meeting. Councilor Arnold seconded the motion.
277

278 Mayor Searle invited discussion regarding the motion. There was not a discussion.
279

280 **ROLL CALL VOTE:** Councilor Hansen, Griffiths, Ellis, Mitchell, and Arnold all voted in favor. The motion
281 passed unanimously in favor.
282

283 **I. Discretionary Items**

284 There were no discretionary items discussed.
285
286

287 **J. Adjournment**

288 **MOTION:** Having no further business to discuss, Councilor Mitchell made a motion to adjourn. The
289 motion was seconded by Councilor Ellis; all voted in favor. The meeting was adjourned
290 at 7:22 PM.
291
292
293
294
295

296 _____
297 Norm Searle, Mayor

296 _____
297 Jackie Manning, City Recorder

298
299 Date Approved: **August 2, 2016**

**RIVERDALE CITY
CITY COUNCIL AGENDA
August 2, 2016**

AGENDA ITEM: G1

SUBJECT: Consideration of Resolution 2016-21, interlocal Agreement between Weber County Fire Departments.

PRESENTER: Jared Sholly, Fire Chief

INFORMATION: a. Executive Summary
b. Resolution 2016-21
c. Interlocal Agreement
d. Utah Code Section R26-8-3

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on:

Petitioner:

Jared Sholly, Fire Chief

Summary of Proposed Action

Consideration of Resolution 2016-21, Adopting the Interlocal Cooperation Agreement for Paramedic Aboard Chargers

Summary of Supporting Facts & Options

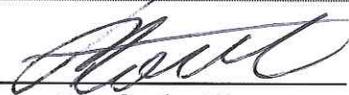
This five (5) year agreement states; all ambulance providers will pay the local paramedic providers for each paramedic assisted (PMA) call. This is only applicable when the paramedic accompanies a patient to the hospital on an ambulance transport.

All ambulance providers under this Agreement agree to make a good faith effort to collect paramedic aboard fees. However; regardless of the success of collecting those fees, the ambulance provider (Riverdale Fire Department in this case) will pay 70% of the state allowable paramedic fee rate. The current allowable paramedic charge is \$286.68, which we would pay the paramedic providers \$200.67 to cover that 70%.

The State Emergency Medical Services Committee has adopted the rate change in accordance to Section R26-8-3 (3)(d)(iv) Utah Administrative Code. The new rates went into effect on July 1, 2016.

Attached you will find the complete Interlocal Cooperation Agreement, as well as the Utah Code.

Legal Comments - City Attorney


Steve Brooks, Attorney

Fiscal Comments - Business Administrator/Budget Officer


Cody Cardon,
Business Administrator

Administrative Comments - City Administrator


Rodger Worthen,
City Administrator



RESOLUTION NO. 2016-21

A RESOLUTION OF RIVERDALE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT BETWEEN RIVERDALE CITY AND NUMEROUS OTHER LOCAL JURISDICTIONS CONCERNING THE PARAMEDIC ABOARD COOPERATION AGREEMENT.

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

WHEREAS, Riverdale City (herein "City") recognizes the importance of the experience and available services offered from other local jurisdictions and their Emergency Service Departments, that they can provide to Riverdale City; and

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

WHEREAS, the Riverdale City Council has fully reviewed the attached Interlocal Agreement between numerous local jurisdictions and Riverdale City concerning the Paramedic Aboard charges, between each other, in times of necessity, need or emergency and agrees to all the terms and conditions contained therein; and

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

RESOLVED this ____ day of August, 2016.

Mayor Norm Searle
Riverdale City

Attest:

Jackie Manning, City Recorder

**INTERLOCAL COOPERATION AGREEMENT FOR
PARAMEDIC ABOARD CHARGES**

This Agreement made and entered into the 1st day of July, 2016, pursuant to the provisions of the Interlocal Cooperation Act, Section 11-13-101, et. seq., Utah Code Annotated, 1953 as amended, by and between Ogden City Corporation, a Utah municipal corporation of the State of Utah ("Ogden City"), Riverdale City Corporation ("Riverdale City"), Roy City Corporation ("Roy City"), South Ogden City Corporation ("South Ogden City"), Clinton City Corporation ("Clinton City"), Brigham City Corporation ("Brigham City"), Morgan City Corporation ("Morgan City"), all municipal corporations of the State of Utah, and Weber Fire District, a Utah Local District ("Weber Fire District"), and North View Fire District, a Utah Local District ("North View Fire").

WITNESSETH:

WHEREAS, Ogden City, Roy City, and Weber Fire District furnish and provide paramedic services to portions of Weber County, in this role hereinafter referred to as "paramedic providers"; and

WHEREAS, Ogden City and Roy City, Riverdale City, South Ogden City, Clinton City, Brigham City, Morgan City, and Weber Fire District and North View Fire District, are all providers of various types of ambulance transport services within Weber County, in this role hereinafter referred to as "ambulance transport providers;" and

WHEREAS, some health insurance providers will only accept and pay claims for paramedic aboard fees billed directly by the ambulance provider and will not accept a separate and independent billing for the paramedic aboard fee from a paramedic provider; and

WHEREAS, the paramedic providers have an agreement with Weber County for the disposition and use of paramedic fees; and

WHEREAS, the parties are desirous of providing for the reimbursement to the paramedic providers by the ambulance transport providers for paramedic services rendered during ambulance transport in those instances where the paramedic provider is not able to bill independently for such services.

NOW, THEREFORE, upon the mutual promises and other good and satisfactory consideration, the parties agree as follows:

1. All charges shall be in accordance with the rate schedule adopted by the State Emergency Medical Services Committee in accordance with Section R426-8-2(3)(d)(iv) Utah Administrative Code, as amended from time to time.
2. Subject to Section 4, an ambulance transport provider shall pay a paramedic provider for each "PMA Call" assisted by the paramedic provider, upon a request by the paramedic provider for the ambulance transport provider to collect the allowable charges for such paramedic services provided in conjunction with the "PMA Call"

(hereinafter referred to as a "Request for Collection"). "PMA Call" means a paramedic assisted call wherein paramedic(s) of the applicable paramedic provider accompany a patient to the hospital on ambulance transport operated by the applicable ambulance transport provider from the place of assistance at the request of the physician in medical control. The charge shall be assessed for each patient requiring paramedic assistance whether or not transport is the same ambulance as another person receiving paramedic assistance.

3. The applicable ambulance transport provider shall pay the applicable paramedic provider on a monthly basis for all PMA calls assisted by that paramedic provider for which a Request for Collection has been made. Payments shall be for all such PMA calls rendered after midnight of the first day of the month to 2400 hours of the last day of the month. Payment to the applicable paramedic provider shall be made by the applicable ambulance transport provider within one hundred (100) days of the end of the month for which payment is due. The paramedic providers shall provide a monthly report to each ambulance transport detailing all PMA calls of that ambulance transport provider assisted by that paramedic provider for which a Request for Collection has been made, based on actual run reports.

4. Paramedic Fee and Allowable Adjustments. All of the ambulance providers under the Agreement agree to make a good faith effort to collect the paramedic aboard fee.

However, regardless of the success of collection by the applicable ambulance provider for paramedic aboard services, all parties to this agreement have agreed to bill and receive 70% of the rate adopted by the State Emergency Medical Services Committee in accordance with Section R426-8-2(3)(d)(iv) Utah Administrative Code, as amended from time to time. The agreed-upon amount effective July 1, 2016, is \$200.67, based on 70% of the State approved rate of \$286.68. This amount will be adjusted annually on July 1, as the State approved PMA rate changes. For the purpose of this agreement, the billed and received amount will remain at 70% of the State approved rate.

5. Term. The term of this Agreement will begin on July 1, 2016 and shall continue to be in force for a period of five (5) years, unless terminated as provided herein. Any party may terminate its obligations hereunder by giving thirty (30) days advance written notice to the other parties. Such termination shall not modify the Agreement as between any of the remaining parties, except only to exclude the terminating party from the obligations created herein.

6. Administrative Entity. It is the intent and understanding of all parties that no new entity is created by this Agreement. This Agreement shall be administered by the parties and each party shall appoint a representative to facilitate performance of this Agreement.

7. Independent Contractors. In the performance of this Agreement, the parties are independent contractors, and as such shall have no authorization, expressed or implied, to bind any other party to any agreements, settlements, liability, or understanding whatsoever, and agree not to perform any such acts as agent for any other party except as expressly set forth herein.

8. Hold Harmless. Each party shall indemnify, defend, and hold the other parties, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses, and liens, including, without limitation, reasonable attorney's fees, arising out of or any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each party shall be responsible for its own negligent acts and agrees to indemnify and hold the other parties harmless therefrom.
9. Governmental Immunity. All parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G Chapter 7 of the Utah Code. Nothing in this agreement shall be construed as a waiver by any party of any rights, limits, protections or defenses provided by the Act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to the Act, each party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.
10. Manner of Financing. This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement, and shall be responsible for any costs incurred as a result thereof.
11. Filing of Agreement. A copy of this Agreement shall be placed on file in the Office of the Recorder of any participating Agency or maintained with the parties' other official records, and shall remain on file for public inspection during the term of this Agreement.
12. Governing Law, Jurisdiction and Venue. This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The parties also recognize that certain Federal laws may be applicable. In the event of any conflict between this Agreement and the applicable State or Federal law, the State or Federal law shall control.
13. Review. The parties, through their appointed representatives, shall meet periodically to review this Agreement and to discuss any matters or issues that may arise under this Agreement.
14. Compliance with Laws. In connection with their activities under this Agreement, the parties shall comply with all applicable federal, state and local laws and regulations.
15. Property. No real or personal property shall be acquired, nor improvements constructed by the parties as a result of this Agreement.
16. General Provisions.
 - A. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent

jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

- B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.
 - C. Amendments. This Agreement may be modified only by a written amendment signed by each of the parties hereto.
 - D. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.
 - E. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 - F. No Partnership, Joint Venture, or Third Party Rights. Nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.
17. Resolution by Governing Bodies. This Interlocal Agreement shall become effective immediately upon (1) the execution of, or an appropriate resolution approving, this Agreement by the applicable commission, board, council or body or officer of each entity vested with executive power of the entity; (2) approval as to form by the authorized attorney for each entity; and, (3) the filing of the executed Agreement with the keeper of records for each participating entity. Upon becoming effective, this Agreement negates, nullifies, supplants and/or replaces the previous Interlocal Agreement entered into by the parties, dated November 15, 2011.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

[SIGNATURES TO FOLLOW ON SEPARATE PAGE]

OGDEN CITY CORPORATION,
A Utah Municipal Corporation

By: _____
Mike Caldwell, Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

City Attorney

CLINTON CITY CORPORATION
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

City Attorney

MORGAN CITY CORPORATION,
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

City Attorney

BRIGHAM CITY CORPORATION
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

City Attorney

WEBER FIRE DISTRICT,
A Utah Local District

By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

Attorney

NORTH VIEW FIRE DISTRICT,
A Utah Local District

By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

Attorney

ROY CITY CORPORATION
A Utah Municipal Corporation

By: William H. Gray
Title: Mayor

ATTEST:

Amy Montemur

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

Robert Blum
Attorney

SOUTH OGDEN CITY CORPORATION
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

Attorney

RIVERDALE CITY CORPORATION
A Utah Municipal Corporation

By: _____
Title: _____

ATTEST:

APPROVED AS TO FORM AND
AS COMPATIBLE WITH STATE LAW:

Attorney

R426. Health, Family Health and Preparedness, Emergency Medical Services.

R426-8. Emergency Medical Services Ambulance Rates and Charges.

R426-8-1. Authority and Purpose.

- (1) This rule is established under Title 26, Chapter 8a.
- (2) The purpose of this rule is to provide for the establishment of maximum ambulance transportation and rates to be charged by licensed ambulance services in the State of Utah.

R426-8-2. Ambulance Transportation Rates and Charges.

(1) Licensed services operating under R426-3 shall not charge more than the rates described in this rule. In addition, the net income of licensed services, including subsidies of any type, shall not exceed the net income limit set by this rule.

(a) The net income limit shall be the greater of eight percent of gross revenue or 14 percent return on average assets.

(b) Licensed Services may change rates at their discretion after notifying the Department, provided that the rates do not exceed the maximums specified in this rule.

(c) An agency may not charge a transportation fee for patients who are not transported.

(2) The initial regulated rates established in this rule shall be adjusted annually on July 1, based on financial data as delineated by the department to be submitted as detailed under R426-8-2(9). This data shall then be used as the basis for the annual rate adjustment.

(3) Base Rates for ground transport to care facility -

(a) Ground Ambulance - \$696.00 per transport.

(b) Advanced EMT and EMT-IA Ground Ambulance - \$919.00 per transport.

(c) Paramedic Ground Ambulance - \$1,344.00 per transport.

(d) Ground Ambulance with Paramedic on-board - \$1,344.00 per transport if:

(i) a dispatch agency dispatches a paramedic licensee to treat the individual;

(ii) the paramedic licensee has initiated advanced life support;

(iii) on-line medical control directs that a paramedic remain with the patient during transport; and

(iv) an ambulance service that interfaces with a paramedic rescue service and has an interlocal or equivalent agreement in place, dealing with reimbursing the paramedic agency for services provided up to a maximum of \$286.68 per transport.

(4) Mileage Rate-

(a) \$31.65 per mile or fraction thereof.

(b) In all cases mileage shall be computed from the point of pickup to the point of delivery.

(c) A fuel fluctuation surcharge of \$0.25 per mile may be added when diesel fuel prices exceed \$5.10 per gallon or gasoline exceeds \$4.25 as invoiced.

(5) Surcharge-

(a) If the ambulance is required to travel for ten miles or more on unpaved roads, a surcharge of \$1.50 per mile may be assessed.

(6) Special Provisions -

(a) If more than one patient is transported from the same point of origin to the same point of delivery in the same ambulance, the charges to be assessed to each individual will be determined as follows:

(i) Each patient will be assessed the transportation rate.

(ii) The mileage rate will be computed as specified, the sum to be divided equally between the total number of patients.

(b) A round trip may be billed as two one-way trips.

(c) An ambulance shall provide 15 minutes of time at no charge at both point of pickup and point of delivery, and may charge \$22.05 per quarter hour or fraction thereof thereafter. On round trips, 30 minutes at no charge will be allowed from the time the ambulance reaches the point of delivery until starting the return trip. At the expiration of the 30 minutes, the ambulance service may charge \$22.05 per quarter hour or fraction thereof thereafter.

(7) Supplies and Medications -

(a) An ambulance licensee may charge for supplies and providing supplies, medications, and administering medications used on any response if:

(i) supplies shall be priced fairly and competitively with similar products in the local area;

(ii) the individual does not refuse services; and

(iii) the ambulance personnel assess or treats the individual.

(8) Uncontrollable Cost Escalation -

(a) In the event of a temporary escalation of costs, an ambulance service may petition the Department for permission to make a temporary service-specific surcharge. The petition shall specify the amount of the proposed surcharge, the reason for the surcharge, and provide sufficient financial data to clearly demonstrate the need for the proposed surcharge. Since this is intended to only provide temporary relief, the petition shall also include a recommended time limit.

(b) The Department will make a final decision on the proposed surcharge within 30 days of receipt of the petition.

(9) Operating report -

(a) The licensed service shall file with the Department within 90 days of the end of each licensed service's fiscal year, an operating report in accordance with the instructions, guidelines and review criteria as specified by the Department. The Department shall provide a summary of operating reports received during the previous state fiscal year to the EMS Committee in the October quarterly meeting.

(10) Fiscal audits -

(a) Upon receipt of licensed service fiscal reports, the Department shall review them for compliance to standards established.

(b) Where the Department determines that the audited service is not in compliance with this rule, the Department shall proceed in accordance with Section 26-8a-504.

R426-8-3. Penalty for Violation of Rule.

As required by Subsection 63G-3-201(5): Any person that violates any provisions of this rule may be assessed a civil money penalty as provided in Section 26-23-6.

KEY: emergency medical services

Date of Enactment or Last Substantive Amendment: June 8, 2015

Notice of Continuation: November 10, 2015
Authorizing, and Implemented or Interpreted Law: 26-8a