



**RIVERDALE CITY COUNCIL AGENDA
CIVIC CENTER - 4600 S. WEBER RIVER DR.
TUESDAY– August 1, 2017**

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/Consideration of Approval for meeting minutes:
July 18, 2017 City Council Work Session
July 18, 2017 City Council Regular Session

G. Action Items

1. **a. Public Hearing:** to receive and consider comments regarding amending the Riverdale City Budget for Fiscal Year 2017-2018.

b. Consideration of Resolution 2017-20, Amendments to the Riverdale City Budget for Fiscal Year 2017-2018.
Presenter: Cody Cardon, Business Administrator, Shawn Douglas, Public Works Director, Jared Sholly, Fire Chief
2. Consideration of Purchase of 2017 John Deere Backhoe in the amount of \$88,500.00.
Presenter: Shawn Douglas, Public Works Director

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 at least 48 hours in advance of the meeting.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Riverdale City limits on this 28th day of July, 2017 at the following locations: 1) Riverdale City Hall Noticing Board 2) Riverdale City website at <http://www.riverdalecity.com/> 3) the Public Notice Website: <http://www.utah.gov/pmn/index.html> and 4) the Standard-Examiner via email.

Jackie Manning
City Recorder

**RIVERDALE CITY
CITY COUNCIL AGENDA
August 1, 2017**

AGENDA ITEM: F

SUBJECT: Consideration to approve meeting minutes.

PRESENTER: Jackie Manning, City Recorder

INFORMATION: a. [City Council Work Session 07/18/2017](#)

b. [City Council Regular Meeting 07/18/2017](#)

[BACK TO AGENDA](#)

1 Minutes of the **Work Session** of the **Riverdale City Council & RDA** held Tuesday, July 18, 2017, at 5:30 p.m., at the Civic
2 Center in the Administrative Offices, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

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5 **Present:** City Council: Norm Searle, Mayor
6 Brent Ellis, Councilor
7 Gary E. Griffiths, Councilor
8 Braden Mitchell, Councilor
9 Alan Arnold, Councilor
10 Cody Hansen, Councilor
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12 City Employees: Rodger Worthen, City Administrator
13 Steve Brooks, City Attorney
14 Scott Brenkman, Police Chief
15 Shawn Douglas, Public Works Director
16 Mike Eggett, Community Development
17 Jackie Manning, City Recorder
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19 The City Council Work Session meeting began at 5:33 p.m. Mayor Searle welcomed the Council Members stating for
20 the record that all were in attendance.

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22 Open Communications:

23 There were no known open communications.
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25 Presentations and Reports:

26 Mayor Searle stated he will give his report during the regular meeting. Rodger Worthen, the City Administrator, briefly
27 commented regarding the TAP (Trust Accountability Program) award Riverdale City will receive from the Utah Local
28 Government Trusts, which awards cities for displaying safety.
29

30 Consent Items:

31 Mayor Searle invited any corrections or comments for the work session and regular meeting minutes for the City
32 Council Meeting held on July 5, 2017. There were no requested changes.
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34 Mayor Searle invited discussion regarding the consideration to set 2 public hearings to receive and consider
35 comments regarding the following: 1) amending the Riverdale City Budget for Fiscal Year 2017-2018, and 2) culinary
36 water utilized by the City's general operations and the corresponding nonreciprocal interfund transfer to the City's water
37 enterprise fund.
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39 Mr. Worthen discussed the new State Code which requires budget amendments to occur at time of funds transfer.
40 The two budget amendments would accommodate a fire truck repair, or engine purchase; and the backhoe vehicle lease
41 arrangement. Both items impact the motor pool fund. There was a brief discussion regarding the lease agreement of the
42 backhoe with an emphasis on the State's new process.
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44 Mr. Worthen discussed the new State Law which requires municipalities to declare their water usage to residents.
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46 Action Items:

47 Mayor Searle invited discussion regarding the first action item, public hearing and consideration of Resolution 2017-
48 15 declaring property surplus and to authorize City Staff to conduct a property exchange between Riverdale City and
49 Riverdale Apartment Partners LLC, for property located at approximately 4200 South 300 West, Riverdale, Utah 84405.
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51 Mr. Worthen summarized the executive summary and invited questions.
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53 Mayor Searle invited discussion regarding the second action item, public hearing and Consideration of Resolution
54 2017-16 declaring property surplus via bid process, for property located at approximately 1500 West Ritter Drive,
55 Riverdale, Utah 84405.
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57 Mr. Worthen summarized the executive summary and invited questions. There was a brief discussion regarding Ritter
58 Drive and accidents that have occurred along Ritter Drive.
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60 Mayor Searle invited discussion regarding the third action item, Consideration of Resolution 2017-17, an agreement
61 with Stauffer's Towing for Non-Consent Vehicle Towing Services within Riverdale City.
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63 Scott Brenkman, the Police Chief, summarized the executive summary and invited questions. There was a brief
64 discussion regarding the services offered by Stauffer's Towing with an emphasis on the towing being related to crashes,
65 DUI arrests, etc. Councilmember Griffiths asked if there needed to be a formal bidding process for the towing services.
66 Chief Brenkman did not believe so. Councilmember Griffiths encouraged the City Attorney to check the laws to ensure
67 there was no formal bidding process or rotation required by State Code.
68

69 Mayor Searle invited discussion regarding the fourth action item, Consideration of Resolution 2017-18, an Interlocal
70 Agreement for Animal Shelter Services between Riverdale City and South Ogden City. Chief Brenkman summarized the
71 executive summary and invited questions. It was noticed the agreement is only between Riverdale City and South Ogden
72 City.
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74 Mayor Searle invited discussion regarding the fifth action item, Consideration of Resolution 2017-19, an Interlocal
75 Agreement for Graffiti Removal Services between Riverdale City and the Utah State Second District Juvenile Court.
76 Chief Brenkman summarized the executive summary and invited questions.
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78 RDA AGENDA Items
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80 Consent Items:

81 Consideration of Meeting Minutes for the RDA Meeting that was held on June 20, 2017. Mayor Searle noted a
82 typographical error for the opening of the public hearing, which was inadvertently listed twice.
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84 Action Items:
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86 1. Public Hearing and consideration to receive and consider comments regarding a property exchange between the
87 Riverdale City RDA and Riverdale Apartment Partners LLC, property located at approximately 4296 South 500 West,
88 Riverdale, Utah 84405. This item was not discussed.
89

90 Discretionary Items:

91 Mayor Searle asked if there were any discretionary items. Councilmember Griffiths asked about the property located
92 along Ritter Drive, near the anticipated Assisted Living Facility, and asked if the owners of the assisted living facility were
93 negotiating purchases for the home directly in front of their property. Mike Eggett, in Community Development, stated he
94 was unsure.
95

96 Mr. Douglas informed the Council that City Staff, in conjunction with the contracted City Engineer, are in process of
97 conducting road surveying along Ritter Drive.
98

99 Adjournment:
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101 Having no further business to discuss the Council adjourned at 6:02 p.m. to convene into their Regular City Council
102 Meeting.
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Minutes of the Regular Meeting of the Riverdale City Council held Tuesday, July 18, 2017, at 6:00 p.m., at the Civic Center, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present: City Council: Norm Searle, Mayor
Braden Mitchell, Councilmember
Brent Ellis, Councilmember
Gary E. Griffiths, Councilmember
Alan Arnold, Councilmember—left the meeting at 7:18 p.m.
Cody Hansen, Councilmember

City Employees: Rodger Worthen, City Administrator
Steve Brooks, City Attorney
Mike Eggett, Community Development
Scott Brenkman, Police Chief
Shawn Douglas, Public Works Director
Jeff Woody, Building Official
Jackie Manning, City Recorder

Excused:

Visitors: Michael Staten Tory Stauffer
Jason Watterson Brandon Peterson Dee Hansen

A. Welcome & Roll Call

The City Council meeting began at 6:06 p.m. Mayor Searle called the meeting to order and welcomed all in attendance, including all Council Members and all members of the public.

B. Pledge of Allegiance

Mayor Searle invited Councilmember 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 discussed the progress made by resident, Camee Ellis, in her efforts to make a History of Riverdale picture book.

Mayor Searle stated he and the City Administrator, Rodger Worthen, attended a meeting regarding a water project for Bear River, hosted by Utah Rivers Council. Mayor Searle summarized the meeting and explained it emphasized the desire to raise the height of the Cutler Dam and emphasized water conservation.

2. City Administration Report

Mr. Worthen summarized the City Administration Report and invited questions. Councilmember Hansen asked for more information regarding the mentioned Utah Digital Summit Conference. Mr. Worthen explained the emphasis of the conference was to educate local government regarding cyber-attacks and to provide better protection for servers.

Councilmember Hansen asked about the ongoing meetings with South Ogden City in relation to the fire department consolidation. Mr. Worthen explained Fire Chief, Jared Sholly, has received a bid from the consulting company in the amount of \$18,000 to be divided among all the participating cities. He will follow up with Chief Sholly as information becomes available.

Councilmember Hansen asked about Weber County and the unincorporated islands. Steve Brooks, the City Attorney, explained he attended a meeting with Weber County where the unincorporated parcels were discussed and he explained to Weber County that Riverdale was not interested in annexing the unincorporated parcels to Riverdale City.

Mr. Worthen, Mayor Searle, and Police Chief, Scott Brenkman, presented awards to employees Jeff Woody and Sargent Brandon Peterson for their years of service to Riverdale City.

Mayor Searle informed the City Council of the upcoming grand opening for Hobby Lobby which is scheduled to open end of July.

3. TAP (Trust Accountability Program) Awarded to Riverdale City

Jason Watterson, the Loss Prevention Manager for the Utah Local Government Trust, discussed the Trust and Accountability Program and emphasized it is given to organizations who exercise safety precautions for employees and those in the community. He congratulated the City in their continued safety and prevention efforts.

F. Consent Items

1. Review of meeting minutes for the City Council Work Session and Regular Meeting minutes held on July 5, 2017.

Mayor Searle invited any corrections or comments for the City Council Work Session and Regular Meeting minutes held on July 5, 2017. There were no corrections requested.

2. Consideration to set a public hearing for August 1, 2017 to receive and consider comments regarding amending the Riverdale City Budget for Fiscal Year 2017-2018.

Mr. Worthen explained this budget amendment is to accommodate two items which will impact the Motor Pool Fund. The first being a John Deere Backhoe Vehicle and the second being repairs to the fire truck.

3. Consideration to set a public hearing for August 1, 2017 to receive and consider comments regarding culinary water utilized by the City's general operations and the corresponding nonreciprocal interfund transfer to the City's water enterprise fund.

Mr. Worthen explained this is a state requirement to inform the Riverdale rate payers of the City's water usage in relation to the water enterprise fund.

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

G. Action Items

1. a. Public Hearing: to receive and consider comments regarding declaring property surplus and to authorize City Staff to conduct a property exchange between Riverdale City and Riverdale Apartment Partners LLC, for property located at approximately 4200 South 300 West, Riverdale, Utah 84405.

Rodger Worthen, the City Administrator, summarized the executive summary which explained:

The City and Riverdale RDA currently share a common boundary line with Riverdale Apartment Partners LLC. The respective parties (City Staff & Riverdale Apartment Partners) have requested the City Council & RDA Board consider an exchange of 2,035 sq. feet of City/RDA land for 1,038 sq. feet owned by RAP LLC. In addition, the Riverdale Apartment Partners has offered to assume ownership of a difficult parcel of land adjacent 300 West Street ROW that historically has proved challenging for the City to maintain due to slope and vegetation issues. City staff is requesting authorization from the Council and the RDA board to execute this land exchange. The staff favorably recommends the proposed exchange established on the following benefits:

- The "bow-tie" exchange of land is the means to construct approximately 30 moderate-income housing units; essentially replacing nine housing units lost (removed) as a result of the project area development by the RDA. These additional housing options occur only via the exchange being proposed by both parties. This exchange promotes income targeted housing and improves available housing options in Riverdale in compliance with the Utah Community Reinvestment Agency Act code 17C-1-412.
- The 30 new apartment units would financially allow development of amenities within the Greenhill Estates apartments, such as gathering areas, fire pit, hot tub, meeting house..etc.
- The land exchange enhances an alignment with future road access from Riverdale Road south of the Farmers Insurance building.
- The City and RDA will see reduced costs in ongoing land maintenance.

Councilmember Griffiths asked if the apartment additions would meet the housing requirements for the RDA (Redevelopment Agency). Mr. Worthen confirmed it would.

Councilmember Mitchell asked if there needed to be a bidding process for the surplus property. Mr. Worthen and Mr.

Brooks discussed the land exchange process as defined by State Code. Mr. Brooks emphasized the main requirement was having the public hearing.

MOTION: Councilmember Ellis moved to open the public hearing. Councilmember Arnold seconded the motion; all voted in favor.

There were no comments made.

MOTION: Councilmember Arnold moved to close the public hearing. Councilmember Mitchell seconded the motion; all voted in favor.

b. Consideration of Resolution 2017-15 declaring property surplus and to authorize City Staff to conduct a property exchange between Riverdale City and Riverdale Apartment Partners LLC, for property located at approximately 4200 South 300 West, Riverdale, Utah 84405.

There was no additional discussion regarding this item.

MOTION: Councilmember Arnold moved to approve Resolution 2017-15, declaring property surplus and to authorize City Staff to conduct a property exchange between Riverdale City and Riverdale Apartment Partners LLC, for property located at approximately 4200 South 300 West, Riverdale, Utah 84405. Councilmember Griffiths seconded the motion.

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

ROLL CALL VOTE: Councilmembers Ellis, Mitchell, Arnold, Hansen and Griffiths all voted in favor of Resolution 2017-15.

2. a. Public Hearing: to receive and consider comments regarding declaring property surplus via bid process, for property located at approximately 1500 West Ritter Drive, Riverdale, Utah 84405.

Mr. Worthen summarized the executive summary which explained:

Since 2009 the City of Riverdale has owned two parcels of land approximately 1500 west Ritter drive that are remnants of the 1500 west street extension project. These parcels are surplus properties and have remained undeveloped. The City recently rezoned the parcels to residential R-1-8 zoning. Upon completion of the public hearing and per direction, the City staff is now requesting authorization from the Council to execute the sale of the parcels to the highest bidder to benefit the City and residents. A public hearing has been scheduled to gather input on the future sale of these lands. The City desires to recoup some of the original cost to acquire the land which in turn will benefit the City.

MOTION: Councilmember Arnold moved to open the public hearing. Councilmember Ellis seconded the motion; all voted in favor.

There were no comments made.

MOTION: Councilmember Mitchell moved to close the public hearing. Councilmember Arnold seconded the motion; all voted in favor.

b. Consideration of Resolution 2017-16 declaring property surplus via bid process, for property located at approximately 1500 West Ritter Drive, Riverdale, Utah 84405.

There was a discussion regarding the bid process for surplus property versus property exchange for surplus property, with an emphasis on which would be more beneficial to Riverdale City and the residents.

Mr. Brooks discussed the purpose of public hearings in relation to surplus property in conjunction with Resolution 2017-16. He noted the first step would be to declare property surplus with the public hearing, which frees the property to allow the City Council to make a decision for the best use of said property.

There was a discussion regarding the property owners and developers of the anticipated Coleman subdivision with an emphasis on timing of development. Mike Eggett, in Community Development, informed the City Councilmembers the Coleman subdivision process has begun and is in the application stage. He further explained the applicant has expressed interest in the city's parcel.

There was a discussion proposing a property exchange for the parcel with the property owners developing the Coleman property in lieu of bidding the property, with the understanding it be used to improve the road Ritter Drive.

MOTION: Councilmember Arnold moved to deny Resolution 2017-16, with direction this

item appears before the city council, with a different public hearing to provide better clarification to declare the surplus property with the potential of a property exchange.

There was a consensus among the City Councilmembers to do a property exchange with whomever develops the Coleman property subdivision in lieu of selling the property via bid process. Mr. Eggett asked the City Council if they were comfortable with the Coleman property owners/developers including the city parcel in their site plan drawings, and there was a consensus from the City Council to allow the developers to include the parcel in their site plan drawings.

MOTION CONTINUED: Councilmember Mitchell seconded the motion.

There was no further discussion regarding this motion.

ROLL CALL VOTE: Councilmembers Mitchell, Arnold, Hansen, Griffiths and Ellis all voted in favor to deny Resolution 2017-16.

Councilmember Arnold was excused from the rest of the meeting at 7:18 p.m.

3. Consideration of Resolution 2017-17, an agreement with Stauffer's Towing for Non-Consent Vehicle Towing Services within Riverdale City.

Scott Brenkman, the Police Chief, summarized the executive summary which explained:

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

MOTION: Councilmember Hansen moved to approve Resolution 2017-17, an agreement with Stauffer's Towing for Non-Consent Vehicle Towing Services within Riverdale City. Councilmember Mitchell seconded the motion.

There was no discussion regarding this motion.

ROLL CALL VOTE: Councilmembers Hansen, Griffiths, Ellis and Mitchell all voted in favor of approving Resolution 2017-17.

4. Consideration of Resolution 2017-18, an Interlocal Agreement for Animal Shelter Services between Riverdale City and South Ogden City.

Chief Brenkman summarized the executive summary which explained:

Riverdale City has had an agreement with the South Ogden Shelter for years to shelter animals that animal control is unable to return to their owners. The agreement between South Ogden and Riverdale has been beneficial to the city in that the shelter is close for residents and animal control for pick ups and transports. The shelter also does everything within reason to return, relocate, or adopt all animals brought to the shelter. This agreement extends the contract for one year and will be renewed annually upon agreement between cities for the new contracted amount. The new yearly fee for 2017-2018 is \$15,691 which is a 2.6% increase adjusted according to the Wasatch Front Consumer Price Index, an increase of \$398 over last year. The new contracted amount is budgeted for the shelter and I recommend approval of this contract extension.

Councilmember Hansen asked for clarification regarding the interlocal agreement and Resolution 2017-18 regarding the term years of the agreement. Mr. Brooks explained it was a three year renewal with annual adjustments of the rates.

MOTION: Councilmember Ellis moved to approve Resolution 2017-18, an Interlocal Agreement for Animal Shelter services between Riverdale City and South Ogden City. Councilmember Hansen seconded the motion.

There was no discussion regarding this motion.

ROLL CALL VOTE: Councilmembers Hansen, Griffiths, Ellis and Mitchell all voted in favor of approving Resolution 2017-18.

5. Consideration of Resolution 2017-19, an Interlocal Agreement for Graffiti Removal Services between Riverdale City and the Utah State Second District Juvenile Court.

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Police Chief Brenkman summarized the executive summary which explained:

The Court has an established community service work program, administered and staffed by Court personnel and by volunteer and court-ordered community service workers. Riverdale City has had an agreement with the court for years to remove graffiti from property throughout the city. This agreement has been a benefit to the city and offers a cost effective way to remove graffiti. In the past the city has paid \$2000.00 a year for the agreement. This year the maximum amount set under the agreement is \$2000.00. However, work will be billed monthly at the rate of \$40.00 for work during the first hour and \$20 for each 30 minutes of work completed after the first hour, per crew and will be billed monthly by use. Crews consist of 6-8 youth volunteers and 1-2 deputy probation officers. This agreement has been a valuable resource to the city in the past, so Chief Brenkman recommended approval the agreement.

MOTION: Councilmember Mitchell moved to approve Resolution 2017-19, an Interlocal Agreement for Graffiti Removal services between Riverdale City and the Utah State Second District Juvenile Court. Councilmember Griffiths seconded the motion.

There was no discussion regarding this motion.

ROLL CALL VOTE: Councilmembers Griffiths, Ellis, Mitchell and Hansen all voted in favor of approving Resolution 2017-19.

H. Discretionary Items

There was a discussion regarding residential property disputes between neighbors with an emphasis on matters that are handled civilly versus matters in which the City should mitigate. Police Chief Brenkman discussed the duties and roles of the police department in relation to determining criminal crimes, which are based on the ability to prove intent.

Councilmember Griffiths expressed caution to City Councilmembers in responding to personal residential complaints, as the City Council is a recommending body versus an acting individual. Mr. Brooks agreed and further explained the roles of Councilmembers in relation to City matters. Mr. Brooks emphasized the efforts of City Staff in responding to all residents equally. He discussed the continued efforts of the police department in responding to residents' complaints. Mayor Searle discussed his efforts in listening to all residents and making sure their complaints are being addressed.

Councilmember Ellis expressed appreciation to the City Staff for providing pictures to Camee Ellis for the History of Riverdale book. He also explained he met with Mr. Douglas and the trail head markers should be posted along the Weber River Trail shortly.

There was a brief discussion regarding accurately crediting photographs for the anticipated History of Riverdale book. Councilmember Mitchell suggested contacting South Ogden City to see their approach in acquiring permission to use photographs in publications, as well as accurately citing/crediting the pictures.

I. Adjournment.

MOTION: Having no further business to discuss, Councilmember Mitchell made a motion to adjourn. The motion was seconded by Councilmember Ellis; all voted in favor. The meeting was adjourned at 7:45 p.m.

Norm Searle, Mayor

Jackie Manning, City Recorder

Date Approved: **August 1, 2017**

**RIVERDALE CITY
CITY COUNCIL AGENDA
August 1, 2017**

AGENDA ITEM: G1

SUBJECT: Public hearing and consideration of **Resolution 2017-20**, Amendments to the Riverdale City Budget for Fiscal Year 2017-2018.

PRESENTER: Cody Cardon, Business Administrator

INFORMATION: [a. Executive Summary](#)

[b. Resolution 2017-20](#)

[c. Attachment A](#)

[d. Attachment B](#)

[e. Attachment C](#)

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on:
August 1, 2017

Petitioner:
Cody Cardon, Business Administrator

Summary of Proposed Action

Amend the Fiscal Year 2017-2018 Budget for the purchase of a backhoe and to repair or replace the City's 1998 Pierce Fire Truck.

Summary of Supporting Facts & Options

In the past, State Contracts for backhoes have been structured as short-term (usually one year) leases and the City once again budgeted based upon this type of procurement. However, the State of Utah changed their contract methodologies associated with backhoes to be an outright purchase with an included option for a future guaranteed buyback at a predetermined amount and date. The future buyback is an option that the buyer can then determine if they wish to exercise. We have included an estimated purchase amount of \$90,000 for the budget amendment in the Motor Pool Fund with the corresponding annual charge being assessed to the Water Fund. Please see "Attachment A" for the detail on this amendment.

The City's 1998 Pierce Fire Truck has experienced a transmission failure and needs to be repaired or replaced. The City's new fire truck is anticipated to arrive in September, at which point this truck or its replacement would serve as a backup to the new engine. The Fire Chief has received bids and estimates the repair costs to be approximately \$25,000. The second option would be to surplus and sale this truck and purchase a replacement. The Chief feels like a replacement could be obtained for less than \$40,000. We have included \$40,000 in the budget amendment (see "Attachment B") and are seeking direction from the Mayor and Council. Either amendment option would be paid for out of the Motor Pool Fund and reimbursed by the Fire Department in future years due to the large dollar amount. The second option does require that North Davis Fire District finalizes the annexation of Sunset Fire Department sometime around October to November.

Attachment "C" has also been included to represent a consolidated summary of both amendments.

Legal Comments - City Attorney

Steve Brooks

Steve Brooks, Attorney

Fiscal Comments - Business Administrator/Budget Officer

Cody Cardon

Cody Cardon,
Business Administrator

Administrative Comments - City Administrator

Rodger Worthen

Rodger Worthen,
City Administrator

Signatures were added electronically. Any comments are reflected accordingly.



RESOLUTION NO. 2017-20

**A RESOLUTION AMENDING THE BUDGET FOR THE CITY OF RIVERDALE
FOR FISCAL YEAR 2018 (JULY 1, 2017- JUNE 30, 2018)**

WHEREAS, the City of Riverdale has previously adopted a budget for Fiscal Year 2017; and

WHEREAS, the administration has presented a proposed amendment to the 2018 fiscal year budget to make adjustments of the funds within said budget which recognize anticipated revenue, adjustments to expenditures and/or funding alternatives, to the Council for their consideration; and

WHEREAS, said budget adjustment presents itself as a result of two unforeseen but emergency situations from a state law change in a back hoe lease and the replacement of a fire truck transmission, both of which were unseen or unpredictable at the time the original budget was set and approved;

WHEREAS, for the purpose of amending the Fiscal Year 2018 Budget, a public hearing was scheduled and notice thereof published in the Standard-Examiner, a newspaper of general circulation in the City of Riverdale, at least seven (7) days prior to the time of said hearing, describing the proposed budget and providing the time and place for such public hearing; and

WHEREAS, a public hearing was duly held at the time and place provided in said notice (August 1, 2017) and all of said proceedings were duly and regularly conducted;

WHEREAS, the City Council received all competent evidence offered in support of and opposed to said proposed budget amendments and it appearing that the proposed budget is in accordance with the provisions of Section 10-6-101 et seq., Utah Code Annotated (1953) and it also appearing that the adoption of said proposed budget amendments is in the best interest of the citizens and will promote the health, safety and general welfare of the community; and

NOW, THEREFORE, be it hereby resolved by the City Council of the City of Riverdale, Utah; that the budget for the 2018 fiscal year is hereby amended to include expenditure amounts to cover the purchase of a backhoe (not to exceed \$90,000.00) and to replace a fire truck (not to exceed \$40,000.00) for fiscal year 2018.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 1st day of August, 2017.

Norm Searle, Mayor

Attest:

Jackie Manning
City Recorder

**ATTACHMENT A
BUDGET AMENDMENT
FISCAL YEAR 2018**

MOTOR POOL REVENUES		ADOPTED BUDGET 2018	PROPOSED AMENDMENT	AMENDED BUDGET 2018
61-37-1000	WATER	-	-	-
61-37-1300	GENERAL FUND	-	-	-
61-37-1400	LEASE REVENUE	302,916	8,000	310,916
61-37-1500	NONLEASE REVENUE	-	-	-
61-37-3000	SEWER	-	-	-
61-37-4000	FIRE DEPARTMENT	-	-	-
61-37-5000	POLICE DEPARTMENT	-	-	-
61-37-6000	STREETS	-	-	-
61-37-6100	ALLOCATION OF INTEREST	16,000	-	16,000
61-37-7000	PARKS	-	-	-
61-37-8000	INTERNAL SERVICE	-	-	-
61-37-8100	SALE OF ASSETS	250,000	-	250,000
61-37-9000	SUNDRY REVENUES	35,000	-	35,000
61-38-3000	TRANSFERS TO(FROM) OTHER FUNDS	-	-	-
		<u>603,916</u>	<u>8,000</u>	<u>611,916</u>

MOTOR POOL EXPENSES		ADOPTED BUDGET 2018	PROPOSED AMENDMENT	AMENDED BUDGET 2018
61-40-1100	SALARIES & WAGES - FULL TIME	-	-	-
61-40-1150	OVERTIME WAGES	-	-	-
61-40-1300	BENEFITS	-	-	-
61-40-1400	CLOTHING ALLOWANCE	-	-	-
61-40-1500	PERFORMANCE INCENTIVES	-	-	-
61-40-2100	SUBSCRIPTIONS AND MEMBERSHIPS	-	-	-
61-40-2300	TRAVEL AND TRAINING	-	-	-
61-40-2400	OFFICE SUPPLIES	-	-	-
61-40-2500	EQUIPMENT MAINTENANCE	6,000	-	6,000
61-40-2700	UTILITIES	6,500	-	6,500
61-40-2800	TELEPHONE	-	-	-
61-40-2900	FUEL	-	-	-
61-40-4100	INSURANCE	-	-	-
61-40-4500	SPECIAL DEPARTMENT EXPENSES	4,500	-	4,500
61-40-4600	MISCELLANEOUS	250	-	250
61-40-5300	DEPRECIATION EXPENSE	250,000	-	250,000
61-40-6200	CAPITAL EQUIPMENT PURCHASE	608,749	90,000	698,749
61-40-9000	TRANSFER TO OTHER FUNDS	-	-	-
		<u>875,999</u>	<u>90,000</u>	<u>965,999</u>

WATER EXPENSES		ADOPTED BUDGET 2018	PROPOSED AMENDMENT	AMENDED BUDGET 2018
51-40-1100	SALARIES/WAGES - FULL TIME	182,190	-	182,190
51-40-1110	SICK LEAVE PAID	-	-	-
51-40-1150	OVERTIME WAGES	3,500	-	3,500
51-40-1200	SALARIES/WAGES - PART TIME	-	-	-
51-40-1300	EMPLOYEE BENEFITS	90,862	-	90,862
51-40-1400	CLOTHING ALLOWANCE	1,620	-	1,620
51-40-1500	PERFORMANCE INCENTIVES	1,822	-	1,822
51-40-2100	SUBSCRIPTIONS AND MEMBERSHIPS	1,000	-	1,000
51-40-2200	BAD DEBT	3,000	-	3,000
51-40-2300	TRAVEL AND TRAINING	2,000	-	2,000
51-40-2400	OFFICE SUPPLIES	4,000	-	4,000
51-40-2500	EQUIPMENT	3,000	-	3,000
51-40-2600	BUILDING AND GROUNDS	1,000	-	1,000
51-40-2700	UTILITIES	3,500	-	3,500
51-40-2800	WEBER BASIN WATER	235,000	-	235,000
51-40-2850	MOBILE PHONE	2,500	-	2,500
51-40-2900	FUEL	5,500	-	5,500
51-40-3000	POWER FOR PUMPING	80,000	-	80,000
51-40-3100	SPECIAL TESTING	5,000	-	5,000
51-40-3200	ENGINEERING	5,000	-	5,000
51-40-3300	PROFESSIONAL SERVICES	2,500	-	2,500
51-40-3500	WATER STOCK ASSESSMENTS	10,000	-	10,000
51-40-3600	BLUE STAKES	1,500	-	1,500
51-40-3700	OTHER PROF & TECHNICAL SERVICE	-	-	-
51-40-4100	INSURANCE	7,000	-	7,000
51-40-4500	SPECIAL DEPARTMENT EXPENSES	31,200	-	31,200
51-40-4600	MISCELLANEOUS	3,700	-	3,700
51-40-4700	EMERGENCY MANAGEMENT	500	-	500
51-40-4800	POSTAGE	13,000	-	13,000
51-40-5300	DEPRECIATION EXPENSE	200,000	-	200,000
51-40-5600	INFO TECHNOLOGY PAYMENTS	552	-	552
51-40-5700	MOTOR POOL PAYMENTS	10,212	8,000	18,212
51-40-6100	EQUIPMENT RENTAL	10,500	(8,000)	2,500
51-40-6200	CAPITAL PROJECTS	1,655,000	-	1,655,000
		<u>2,576,158</u>	<u>-</u>	<u>2,576,158</u>

**ATTACHMENT B
BUDGET AMENDMENT
FISCAL YEAR 2018**

MOTOR POOL REVENUES		ADOPTED BUDGET 2018	PROPOSED AMENDMENT	AMENDED BUDGET 2018
61-37-1000	WATER	-	-	-
61-37-1300	GENERAL FUND	-	-	-
61-37-1400	LEASE REVENUE	302,916	-	302,916
61-37-1500	NONLEASE REVENUE	-	-	-
61-37-3000	SEWER	-	-	-
61-37-4000	FIRE DEPARTMENT	-	-	-
61-37-5000	POLICE DEPARTMENT	-	-	-
61-37-6000	STREETS	-	-	-
61-37-6100	ALLOCATION OF INTEREST	16,000	-	16,000
61-37-7000	PARKS	-	-	-
61-37-8000	INTERNAL SERVICE	-	-	-
61-37-8100	SALE OF ASSETS	250,000	-	250,000
61-37-9000	SUNDRY REVENUES	35,000	-	35,000
61-38-3000	TRANSFERS TO(FROM) OTHER FUNDS	-	-	-
		<u>603,916</u>	<u>-</u>	<u>603,916</u>
MOTOR POOL EXPENSES		ADOPTED BUDGET 2018	PROPOSED AMENDMENT	AMENDED BUDGET 2018
61-40-1100	SALARIES & WAGES - FULL TIME	-	-	-
61-40-1150	OVERTIME WAGES	-	-	-
61-40-1300	BENEFITS	-	-	-
61-40-1400	CLOTHING ALLOWANCE	-	-	-
61-40-1500	PERFORMANCE INCENTIVES	-	-	-
61-40-2100	SUBSCRIPTIONS AND MEMBERSHIPS	-	-	-
61-40-2300	TRAVEL AND TRAINING	-	-	-
61-40-2400	OFFICE SUPPLIES	-	-	-
61-40-2500	EQUIPMENT MAINTENANCE	6,000	-	6,000
61-40-2700	UTILITIES	6,500	-	6,500
61-40-2800	TELEPHONE	-	-	-
61-40-2900	FUEL	-	-	-
61-40-4100	INSURANCE	-	-	-
61-40-4500	SPECIAL DEPARTMENT EXPENSES	4,500	-	4,500
61-40-4600	MISCELLANEOUS	250	-	250
61-40-5300	DEPRECIATION EXPENSE	250,000	-	250,000
61-40-6200	CAPITAL EQUIPMENT PURCHASE	608,749	40,000	648,749
61-40-9000	TRANSFER TO OTHER FUNDS	-	-	-
		<u>875,999</u>	<u>40,000</u>	<u>915,999</u>

**ATTACHMENT C
BUDGET AMENDMENT
FISCAL YEAR 2018**

MOTOR POOL REVENUES		ADOPTED BUDGET 2018	PROPOSED AMENDMENT	AMENDED BUDGET 2018
61-37-1000	WATER	-	-	-
61-37-1300	GENERAL FUND	-	-	-
61-37-1400	LEASE REVENUE	302,916	8,000	310,916
61-37-1500	NONLEASE REVENUE	-	-	-
61-37-3000	SEWER	-	-	-
61-37-4000	FIRE DEPARTMENT	-	-	-
61-37-5000	POLICE DEPARTMENT	-	-	-
61-37-6000	STREETS	-	-	-
61-37-6100	ALLOCATION OF INTEREST	16,000	-	16,000
61-37-7000	PARKS	-	-	-
61-37-8000	INTERNAL SERVICE	-	-	-
61-37-8100	SALE OF ASSETS	250,000	-	250,000
61-37-9000	SUNDRY REVENUES	35,000	-	35,000
61-38-3000	TRANSFERS TO(FROM) OTHER FUNDS	-	-	-
		<u>603,916</u>	<u>8,000</u>	<u>611,916</u>
MOTOR POOL EXPENSES		ADOPTED BUDGET 2018	PROPOSED AMENDMENT	AMENDED BUDGET 2018
61-40-1100	SALARIES & WAGES - FULL TIME	-	-	-
61-40-1150	OVERTIME WAGES	-	-	-
61-40-1300	BENEFITS	-	-	-
61-40-1400	CLOTHING ALLOWANCE	-	-	-
61-40-1500	PERFORMANCE INCENTIVES	-	-	-
61-40-2100	SUBSCRIPTIONS AND MEMBERSHIPS	-	-	-
61-40-2300	TRAVEL AND TRAINING	-	-	-
61-40-2400	OFFICE SUPPLIES	-	-	-
61-40-2500	EQUIPMENT MAINTENANCE	6,000	-	6,000
61-40-2700	UTILITIES	6,500	-	6,500
61-40-2800	TELEPHONE	-	-	-
61-40-2900	FUEL	-	-	-
61-40-4100	INSURANCE	-	-	-
61-40-4500	SPECIAL DEPARTMENT EXPENSES	4,500	-	4,500
61-40-4600	MISCELLANEOUS	250	-	250
61-40-5300	DEPRECIATION EXPENSE	250,000	-	250,000
61-40-6200	CAPITAL EQUIPMENT PURCHASE	608,749	130,000	738,749
61-40-9000	TRANSFER TO OTHER FUNDS	-	-	-
		<u>875,999</u>	<u>130,000</u>	<u>1,005,999</u>

WATER EXPENSES		ADOPTED BUDGET 2018	PROPOSED AMENDMENT	AMENDED BUDGET 2018
51-40-1100	SALARIES/WAGES - FULL TIME	182,190	-	182,190
51-40-1110	SICK LEAVE PAID	-	-	-
51-40-1150	OVERTIME WAGES	3,500	-	3,500
51-40-1200	SALARIES/WAGES - PART TIME	-	-	-
51-40-1300	EMPLOYEE BENEFITS	90,862	-	90,862
51-40-1400	CLOTHING ALLOWANCE	1,620	-	1,620
51-40-1500	PERFORMANCE INCENTIVES	1,822	-	1,822
51-40-2100	SUBSCRIPTIONS AND MEMBERSHIPS	1,000	-	1,000
51-40-2200	BAD DEBT	3,000	-	3,000
51-40-2300	TRAVEL AND TRAINING	2,000	-	2,000
51-40-2400	OFFICE SUPPLIES	4,000	-	4,000
51-40-2500	EQUIPMENT	3,000	-	3,000
51-40-2600	BUILDING AND GROUNDS	1,000	-	1,000
51-40-2700	UTILITIES	3,500	-	3,500
51-40-2800	WEBER BASIN WATER	235,000	-	235,000
51-40-2850	MOBILE PHONE	2,500	-	2,500
51-40-2900	FUEL	5,500	-	5,500
51-40-3000	POWER FOR PUMPING	80,000	-	80,000
51-40-3100	SPECIAL TESTING	5,000	-	5,000
51-40-3200	ENGINEERING	5,000	-	5,000
51-40-3300	PROFESSIONAL SERVICES	2,500	-	2,500
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51-40-3600	BLUE STAKES	1,500	-	1,500
51-40-3700	OTHER PROF & TECHNICAL SERVICE	-	-	-
51-40-4100	INSURANCE	7,000	-	7,000
51-40-4500	SPECIAL DEPARTMENT EXPENSES	31,200	-	31,200
51-40-4600	MISCELLANEOUS	3,700	-	3,700
51-40-4700	EMERGENCY MANAGEMENT	500	-	500
51-40-4800	POSTAGE	13,000	-	13,000
51-40-5300	DEPRECIATION EXPENSE	200,000	-	200,000
51-40-5600	INFO TECHNOLOGY PAYMENTS	552	-	552
51-40-5700	MOTOR POOL PAYMENTS	10,212	8,000	18,212
51-40-6100	EQUIPMENT RENTAL	10,500	(8,000)	2,500
51-40-6200	CAPITAL PROJECTS	1,655,000	-	1,655,000
		<u>2,576,158</u>	<u>-</u>	<u>2,576,158</u>

**RIVERDALE CITY
CITY COUNCIL AGENDA
August 1, 2017**

AGENDA ITEM: G2

SUBJECT: Consideration of Purchase of 2017 John Deere Backhoe in the amount of \$88,500.00

PRESENTER: Shawn Douglas, Public Works Director

INFORMATION: [a. Executive Summary](#)

[b. State Contracts](#)

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on:
August 1, 2017

Petitioner:
Shawn Douglas, Public Works Director

Summary of Proposed Action

Consideration of Purchase of 2017 John Deere Backhoe

Summary of Supporting Facts & Options

The purchase price for the John Deere Backhoe on state bid is \$88,500.00. We do plan on removing a few of the options on the backhoe to lower the purchase price a slight amount. The state contract on backhoe is now done with a buyback agreement instead of a lease. We plan on utilizing the two year buyback option. This would allow us to keep the yearly cost under the \$10,000.00 that was originally budgeted for in this year's budget. This purchase is budgeted for in the water department. I would recommend approval.

Legal Comments - City Attorney

Steve Brooks

Steve Brooks, Attorney

Fiscal Comments - Business Administrator/Budget Officer

Cody Cardon

Cody Cardon,
Business Administrator

Administrative Comments - City Administrator

Rodger Worthen

Rodger Worthen,
City Administrator

Signatures were added electronically. Any comments are reflected accordingly.



**STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
CONTRACT NUMBER: MA2560**

November 22, 2016

Purchasing Agent: Cody Nelson
Phone #: 801-538-3141
Email: codynelson@utah.gov

Item: Extindahoe-Backhoe with pneumatic Tires 4WD with buy back option

Vendor: VC0000138204	Honnen Equipment Company 5055 East 72nd Ave. Commerce City, CO 80022
Internet Homepage:	www.Honnen.com
General Contact:	Dave Haymond
Telephone:	(801)262-7441
Fax:	801-261-1857
Email:	davehaymond@honnen.com
Usage Report Contact:	Same
Reporting Type:	Line Item
Brand/trade name:	Deere 310SL
Price:	\$88,500.00
Terms:	
Effective dates:	12/1/2016 through 11/30/2021
Potential renewal options remaining:	none
Days required for delivery:	
Price guarantee period:	1 Year
Freight:	FOB destination
Minimum order:	None
Min shipment without charges:	N/A
Other conditions:	

This is a new contract.

Solicitation #: CN17050

Administrative Fee: The administrative fee for this contract is (0.40%) and is already included in the contract price.

This contract covers only those procurement items listed. When placing orders, make sure to identify your organization as a government entity and provide the contract number. It is the responsibility of the ordering agency to ensure that the vendor is given the correct delivery and billing address. Agencies should return to the vendor any invoice which reflects incorrect pricing. Other items ordered that are not listed on the contract must be invoiced separately. State agencies are to place orders directly with the vendor creating a PRC in Finet.



STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT

CONTRACT NUMBER: MA2560

November 22, 2016

This contract information sheet is subject to change. State Purchasing doesn't recommend that you print a copy due to the potential to change. Always view contract information online at www.purchasing.utah.gov

Please contact the Purchasing Agent listed above if you have questions or concerns.

PART I: GENERAL CLAUSES AND CONDITIONS

1. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The supplier represents that all equipment offered under this specification is new at time of delivery. **DISCONTINUED, DEMONSTRATOR OR DEVELOPMENTAL MODELS ARE NOT ACCEPTABLE.**
2. Supplier shall submit, with the bid to SciQuest (<http://www.SciQuest.com>), the latest detailed specifications for the equipment offered. Supplier should submit the latest literature for informational purposes only. Should you need assistance with SciQuest, contact sciquestadmin@utah.gov.
3. Upon delivery, unit shall be completely assembled and adjusted. All equipment, including standard and supplement equipment, shall be installed, and the unit shall be serviced and ready for continuous operations.
4. All parts not specifically mentioned, but are necessary for the unit to be complete for operation or are normally furnished as standard equipment, shall be furnished by the supplier. All parts shall conform in strength, quality, and workmanship to accepted standards of the industry.
5. The unit provided shall meet or exceed all the Federal and State of Utah safety, health, lighting and noise regulations and standards in effect, and which are applicable to equipment furnished at the time of acceptance.
6. It is the intent of the STATE to purchase goods, equipment, and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Any suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
7. STATE, encourages all manufactures to comply, voluntarily, with the Society of Automotive Engineers (SAE) recommended practices.
8. Required measurements standard will be given in English units or the industry's standard units.
9. Failure to provide and comply with Part I of bidder submitted specifications will result in bid(s) being declared non-responsive.
10. Requests for explanation of equivelant(s) to this bid must be submitted through questions and answers on SciQuest. Any addenda will be issued through SciQuest. **Explanation of equivelant(s) shall not be granted to requests made after the question and answer deadline.**
11. Successful bidder to include provisions for pre-build conference at State entities request.
12. The equipment shall be warranted against all defects in material and workmanship for a period of not less than 24 months. If manufacturer's standard warranty period exceeds 24 months, then the standard warranty period shall be in effect. Warranty period shall start after equipment has been installed. State entities shall provide the in-service date to the manufacturer. Basic warranty shall include agreement to allow all State entities shops to be approved to complete in-house warranty repairs at State entities maintenance shops. The warranty shall include nothing less than parts, labor reimbursement and repetitive problems, reasonable road travel cost reimbursement. If the manufacture's standard warranty includes any additional coverage not mentioned under these requirements, the standard warranty along with requirements shall be in effect.



STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT

CONTRACT NUMBER: MA2560

November 22, 2016

13. Performance Bond Requirements. At the time of the Buyback Contract (Appendix B) is signed by the contractor, bonding must be provided in the amount equal to the buyback price stated in the Contract. Bonding may be in the form of 1.) Cash, 2.) a cashier's check, 3.) a certified check, or 4.) a bond underwritten by a company licensed to issue bonds in the State of Utah.

State any explanation of equivalent and/or additions to the warranty here or state any attachment included.

 Included 24 Months/ 1,000 Hours Comprehensive Warranty

PART II: GENERAL SPECIFICATIONS

1. **SCOPE:**

This specification describes a backhoe with pneumatic-tires; four-wheel drive (4WD); hydraulically telescoping extendable/retractable arm (dipper stick); front-end loader having an 82 inch wide general purpose material bucket with a 1.03cubic yard heaped capacity rating.

2. **NOTICE TO BIDDER:**

Any example shown is listed to show type and class of equipment desired. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Do not assume your standard equipment meets all detailed specifications merely because it is listed as an example. Bidders are cautioned that units delivered to the FOB points, which do not meet specifications in every aspect will be rejected. The combination of the characteristics of products cited shall be the minimum standard of quality for this bid. Products which meet the minimum standard and which are in other ways substantially equivalent to those designated will be considered for award.

PART III, DETAILED SPECIFICATIONS

1 **Design:**

- 1.1 Shall be extendable telescopic arm, four wheel drive (4WD), with stabilizer and flip pads, built for construction operations.

Comply Explanation of Equivalent ____

2 **Performance Requirements:**

- 2.1 Operating weight shall be 17,000 pounds SAE minimum, exclusive of tire ballast and equipment per the following spec.
- 2.2 Digging depth shall be 17' 6" extended minimum.
- 2.3 Dump cylinder breakout force to be 9,400 lbs minimum.
- 2.4 Lift capacity to full height of 6,000 lbs minimum.
- 2.5 Machine shall be able to reach maximum lift capacity at any engine speed.
- 2.6 Bucket shall be a minimum of 82 inches with a 1.03 cubic yard heaped rated capacity.
- 2.7 Loader shall be automatic self-leveling with single lever control "+ "pattern equipped with positive hold float.
- 2.8 Return to dig and clutch cut out button on the loader control lever shall be included.
- 2.9 Bucket position indicator.
- 2.10 Swing arc equal to or greater than 180-degree minimum.
- 2.11 Ride control will smooth the ride under all operating conditions.

Comply Explanation of Equivalent ____



**STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
CONTRACT NUMBER: MA2560**

November 22, 2016

3 Engine:

- 3.1 Shall be turbocharged, four (4) cylinder, diesel, water-cooled. EPA Tier 4 final.
- 3.2 Engine shall have coolant protection to a minimum -34 degrees.
- 3.3 Engine shall have full -flow spin-on type oil filter(s).
- 3.4 Engine shall meet all current Tier and Federal standard(s).
- 3.5 Engine shall have 93-horse power (HP) minimum.
- 3.6 Air cleaner shall be dry element with dust evacuator and indicator minimum.
- 3.7 Engine to have block heater.
- 3.8 Engine shall be equipped with an alternator that has a charging capacity of 120 amperes.

Comply Explanation of Equivalent ___

4 Transmission:

- 4.1 Shall be equipped with a full power shift direction, 4-speed forward and 2 reverse speed or fully synchronized 4-speed minimum.
- 4.1 Shall be all wheel drive.
- 4.2 Electro-hydraulically shift forward and reverse shuttle clutches.

Comply Explanation of Equivalent ___

5 Instrumentation:

- 5.1 Instrumentation shall be easily visible to the operator with lights for nighttime visibility.
- 5.2 Unit shall be equipped with but not limited to the following gauges, indicators, and alarms.
 - 5.2.1 Gauges to include engine coolant, engine oil, voltage, fuel quantity minimum.
 - 5.2.2 Audible alarm for high engine coolant and low engine oil pressure minimum.

Comply Explanation of Equivalent ___

6 Steering:

- 6.1 Shall be full power assisted with emergency dead engine steering capability.

Comply Explanation of Equivalent ___

7 Brakes:

- 7.1 Brakes shall be individually applied; power assisted; hydraulically actuated; maintenance-free self-adjusting; outboard mounted; wet disc with two (2) per side.
- 7.2 Parking / Service brakes shall be independent of the service brake system.
- 7.3 Foot-operated brake pedals shall be able to be interlocked for roading.
- 7.4 Brakes shall be fully self-adjusting.

Comply Explanation of Equivalent ___

8 Tires :

- 8.1 Shall be 10-Ply Minimum.

Comply Explanation of Equivalent ___



**STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
 CONTRACT NUMBER: MA2560**

November 22, 2016

9 Cab:

- 9.1 ROPS / Cab meeting the criteria of current SAE J1040 and J1043 standards including the following.
 - 9.1.1 Seat to be deluxe cloth design, cushioned, and have suspension with easy sting design to access backhoe operations.
 - 9.1.2 Seat belt meeting current SAE J1386 standard.
 - 9.1.3 Windshield equipped with wipers and washer systems front and rear.
 - 9.1.4 Engine throttle control located within easy reach of the operator.
 - 9.1.5 Insulated cab for maximum temperature and sound control.
 - 9.1.6 Door left with windows that can be partially opened for ventilation.
 - 9.1.7 Air-Conditioning to be factory installed.
 - 9.1.8 Heater to be factory installed.
 - 9.1.9 Mirrors left and right external with inside rear view mirror.
 - 9.1.10 Steering column able tilt with single handle lock.
 - 9.1.11 Standard manufacture pilot controls

Comply Explanation of Equivalent ___

10 Safety and Special Equipment to include:

- 10.1 Vandalism protection as provided by the manufacture.
- 10.2 Outrigger pads reversible (flip-pads) to accommodate both earth and paved surfaces.
- 10.3 Back-up Alarm to be distinguishable from the surrounding noise level. Must meet all federal and current SAE J994 standards.
- 10.4 Shall have tie-down points for safely securing the backhoe during transport.
- 10.5 LED Light Bar shall be installed with an on-off switch located at the instrument panel and convenient to the operator.
 Example, Federal Signal Highliter series
- 10.6 Stop and taillights to be manufacturer installed.
- 10.7 Headlights to be manufacturer installed.
- 10.8 Hazard warning lights to be manufacture installed.
- 10.9 On rear dipper, hydraulic controlled quick disconnect for ease of bucket or accessories change.

Comply Explanation of Equivalent ___

Hydraulics –

- 11.1 Tool circuit to have by-direction design with adjustable flow control. Or combined function control.
- 11.1 Tool circuit activation controlled shall be from the operator's station.
- 11.2 Couplers to be quick disconnect and drip-less with anti-cavitations valves in circuit.
- 11.3 Sight gauge or comparable means to indicate hydraulic oil level.
- 11.4 Hydraulic oil filter(s) with replaceable elements minimum.
- 11.5 Hydraulic pump to be manufactures design rated for auxiliary tool circuit for high flow operations such as augers, breaker, and other attachments.

Comply Explanation of Equivalent ___

11 Replacement Filters:

- 12.1 The necessary filters to perform the any service less than 300 hours shall be provided
- 12.2 Each filter shall be labeled with the equipment manufacturer's part number as shown in the manufacturer's parts book and shall be furnished at the time of delivery. **ONLY OEM APPROVED FILTERS ARE ACCEPTABLE**

13 Manuals:

- 13.1 Daily operator and Daily maintenance manuals will be provided with each unit.
- 13.2 On purchase options, 2 completes sets of service and parts manuals will be provided at no additional cost (CD's will be acceptable)

Comply Explanation of Equivalent ___



**STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
CONTRACT NUMBER: MA2560**

November 22, 2016

PART IV, PRICING

Bidder name **HONNEN EQUIPMENT CO.**

Make and Model quoted **DEERE 310SL**

1. Purchase Options

1.1 Direct Purchase with Optional Buy-Back

STATE will determine which bid is in the best interest of the state, based on the costs of the bid submitted for the One (1) Year Buy Back Option received. The contractor will be required to complete Appendix B of the specifications and obtain a performance bond in the amount of 100% of the buy-back amount.

Please list the purchase price for the loaders with the amount that you, the contractor, will reimburse the STATE purchasing entity to buy back this 3-1/4 CY loader at the dates listed below. STATE purchasing entity will pay full price for the unit and own the unit and at the end of the buy-back contract date (see Appendix B), will determine if they wish to exercise the buyback option or keep the equipment. Other stipulations are included in the Attachment C Buyback Contract.

Loader shall not be returned before agreement from buy-back agreement.

2016 General Session S.B.197 - Section 3: 11-54-103 Sale of previously purchased item – Limitations.

A local government entity that sells a procurement item to a buyback purchaser for an amount that exceeds the amount the local government entity paid for the procurement item:

- (1) shall require the buyback purchaser to pay cash for the procurement item;
- (2) may not accept the excess repurchase amount in the form of a credit, discount, or other incentive on a future purchase that the local government entity makes from the buyback purchaser; and
- (3) may not use the excess repurchase amount to acquire an additional procurement item from the person who paid the excess repurchase amount.

Tier 4 Engine	Unit Amount	One (1) Year Buy Back Amount	Cost per hour over 300 hrs
	\$ <input type="text" value="88,500"/>	\$ <input type="text" value="74,500"/>	\$ <input type="text" value="20.00"/>
		Two (2) Year Buy Back Amount	Cost per hour over 600 hrs.
		\$ <input type="text" value="68,000"/>	\$ <input type="text" value="20.00"/>
		Three (3) Year Buy Back Amount	Cost per hour over 900 hrs.
		\$ <input type="text" value="62,000"/>	\$ <input type="text" value="20.00"/>

1. Price Guarantee:

1.1 All pricing must be guaranteed for one year including the purchase price, option prices and parts discount.

1.2 Bid will be awarded based on the purchase price. This bid could result in multiple awards if it is deemed in the best interest of the STATE.



**STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
 CONTRACT NUMBER: MA2560**

November 22, 2016

2. Cost Determination

NOTE: Average monthly cost will be determined as follows:

2.1 Direct Purchase with Buy-Back

The average monthly cost will be determined by subtracting the buy-back price from the purchase price and dividing that amount by the respective number of months. Monthly ownership cost will be calculated on the 12 month buy back term.

The Loss of Interest@ on the purchase price will be calculated on the difference in the purchase price compared to the lowest purchase price offered. This will be calculated at 2 of 1 percent per month (6 percent simple interest annually).

The bid award will be calculated on the average monthly cost plus the Loss of Interest@ on the purchase price for the Direct Purchase 1 Year Buy Back Option bids received.

Example:

	Bidder A	Bidder B
Purchase Price	\$100,000	\$105,000
Buy-Back Amount	\$75,000	\$ 90,000
Buy-Back Date	One Year	One Year
Monthly Ownership Cost	$\frac{\$100,000 - \$75,000}{12 \text{ Months}}$	$\frac{\$105,000 - \$90,000}{12 \text{ months}}$
	\$2083.33/Month	\$1250.00/Month
Loss of Interest@	$(\$100,000 - \$100,000) \times .06$	$(\$105,000 - \$100,000) \times .06$
(Purchase Price)	12 Months	12 Months
	\$0	\$25/Month
	(Lowest Purchase Price Bid)	
Total Monthly Cost	$(2083.33 + \$0)$	$(\$1250.00 + \$25.00)$
	\$2083.33	\$1275.00



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2.3 Method of Award

2.3.1 Based on examples, the direct purchase with the one year buy-back from bidder "B" offers the state the lowest monthly ownership cost, and it would be this value that would be utilized to determine the low responsive bid among all bidders.

2.3.2 This will be a multi award by Make/ Brand to the bidder with the lowest monthly ownership cost per Make/Brand. Discount on parts and labor will not be part of the cost evaluation.

4. Parts Discount:

4.1 State the name of the published price pages and effective date **NOV, 2016**

4.2 State the firm percent discount off the published price pages **NA**

4.3 Only parts related to this specification are included in the bid and resulting contract.

PART V – PARTS and LABOR

1. The Bidder and/or with the manufacturer of the equipment furnished shall have an authorized dealer within the state of Utah.
2. The authorized dealer shall have factory-trained personnel available for authorizing of warranty repairs.
3. The dealer shall also maintain an inventory of high-usage parts and a quick source for low-usage parts. Consideration will not be given to bidders unable to satisfy to the State as to the adequacy of their parts network for the availability of replacement parts.
4. Provide Percent Discount off list price for replacement parts. **% NA**
5. Provide Percent Discount off shop labor related to service of equipment. **% NA**

PART VII: DELIVERY, DOCUMENTATION, ACCEPTANCE AND PAYMENT

1. DELIVERY REQUIREMENTS

- 1.1 Delivery shall be at no additional charge for locations within a fifty (50) mile radius of the Utah State Capital building.
- 1.2 Any reference to the manufacturer terms and conditions, such as F.O.B. shipping point, minimum order amounts of quantity, or prices subject to changes, will not be part of any contract with the successful bidders and will be disregarded by the State.

2. TRAINING

- 2.1 INSTRUCTION ON SAFETY, OPERATION AND MAINTENANCE: The vendor shall provide the services of a competent, factory-trained, technician thoroughly trained in the use and operation of the units offered to STATE.
- 2.2 Training class for any unit shall order shall be held.



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2.3 To provide to included the following.

- Operating procedures per operating manual.
- Preventive maintenance.
- Equipment limitations.
- Operator maintenance.
- Before operations checks and lubrication.
- Safety.
- Transporting non-operational use.
- Controls.
- Equipment operation, Do's and Don't.
- Hazardous situations.

2.4 LESSON PLAN: The supplier shall furnish a copy of the manufacturer's approved lesson plan for the instructional training within 30 days after award of the purchase order. The lesson plan may be taken from the operator's manual, provided all necessary information is included.

3. DOCUMENTATION

3.1 Delivery must include Supplier's Invoice, a Copy of Warranty(s) and an Operator's Manual for each unit.

4. ACCEPTANCE

4.1 All equipment ordered with this request will be subject to acceptance inspection and performance testing upon receipt.

4.2 Acceptance inspection will not take more than five working days, weather permitting.

4.3 The vendor will be notified within this time frame of any units that do not comply with the purchase order specifications.

5. PAYMENT

5.1 Invoices will not be approved for payment until all documentation and manuals have been received and the equipment has been accepted.

6. INVOICING

6.1 The Purchase Order or Contract number shall appear on all invoices and correspondence. Billings must be itemized identifying clearly all products or services purchased. Invoices shall be submitted in a timely manner.

6.2 In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoices. State will remit payment by mail or electronic commerce.

7. NON-COMPETE CLAUSE

7.1 The Contractor represents its officers and employees are free to contract with State and are not subject to restrictions by the terms of their present or past employment, including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. Contractor must disclose to the State any possible conflicts in writing, before the contract is signed, and the State will evaluate whether to continue with contract execution. State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph # 12 in Attachment A – Standard Terms and Conditions and will not provide 90-day prior notice to the Contractor.



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Buyback Contract

The purpose of the following contract is to establish the obligations for the State of Utah and the contractor listed below.

The contractor will guarantee to purchase from the State of Utah Purchasing Entity the equipment listed below for the sum of (\$ _____) lawful money of the United States in the form of cash, cashier's check, or money order. The contractor shall not issue the payment in the form of a credit, discount, or other incentive on a future purchase. Contractor shall make buy back payment within 30 days from receipt of equipment. This payment is due on or before _____. Failure to make this payment by the contractor will result in the State of Utah Purchasing Entity collecting the monies due from the performance bond.

In consideration for this payment, the State of Utah will provide the following:

1. The equipment will be used by the State of Utah purchasing entities.
2. The equipment will be maintained in accordance with the criteria set forth in these specifications and the operator's manual.
3. The equipment will have less than 500 operating hours per year and be in good condition at the time of the payback.
4. The equipment will be available to the contractor at the location of delivery upon receipt of payment to the State of Utah Purchasing Entity.

In case of change of corporate structure or loss of identity by assimilation or merger with any other companies, this agreement shall remain in effect and be binding on the successor company(ies).

The State of Utah Purchasing Entity reserves the right to sell, trade, retain, exercise the buyback option, or otherwise dispose of the equipment purchased under this agreement, at its discretion at any time. The State of Utah Purchasing Entity will notify the contractor which of these options are exercised, in writing, within ten (10) days before the payment due date listed above.

The Purchasing Entity may be considered a Buyback Purchaser under Utah Code Sections 11-54-103 and 63G-6a-117, As such any excess repurchase amount, as defined in Utah Code Sections 11-54-103 and 63G-6a-117, must adhere to the requirements outlined in Utah Code Sections 11-54-103 and 63G-6a-117; in that a Purchasing Entity that sells a procurement item to a Buyback Purchaser for an amount that exceeds the amount the Purchasing Entity paid for the procurement item:

- (a) shall require the buyback purchaser to pay cash for the procurement item;
- (b) may not accept the excess repurchase amount in the form of a credit, discount, or other incentive on a future purchase that the procurement unit makes from the buyback purchaser; and
- (c) may not use the excess repurchase amount to acquire an additional procurement item from the person who paid the excess repurchase amount.

Equipment to be purchased:

Make	Model	Vehicle Identification Number	Description
_____	_____	_____	_____
Contractor			State Equipment Operations Manager
_____ (Signature)		_____ (Date)	_____ (Signature) _____ (Date)
_____ (Print Name)			_____ (Print Name)
_____ (Title) (Signature) (Date)			Equipment Specialist _____ (Signature) _____ (Date)
Purchasing Entities Name and Address			

FINET COMMODITY CODE(S):
7600400000-BACKHOE/LOADER COMBINATION

REVISION HISTORY: