SYRACUSE CITY

Syracuse City Council Business Meeting
September 12, 2023 – 6:00 p.m.
In-Person Location: Syracuse City Hall, 1979 W. 1900 S.
Electronic Via Zoom
Connect via telephone: +1-301-715-8592 US, meeting ID: 875 6997 8192
Streamed on Syracuse City YouTube Channel

1. Meeting called to order.
   Invocation or thought.
   Pledge of Allegiance.
   Adopt agenda.
2. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. (*Individuals wishing to provide public comment may do so via email to City Recorder Cassie Brown, cassieb@syracuseut.gov, by 4:00 p.m. on September 12, 2023. Comments submitted by the deadline will be read for the record of the meeting.*)
3. Recognition:
   a. Firefighter Shay McGuire – Supervisory Fire Officer Designation
4. Approval of Minutes: (2 min.)
   a. August 8, 2023 Business Meeting.
   b. August 8, 2023 Special Redevelopment Agency (RDA) Meeting.
   c. August 22, 2023 Work Session.
   d. August 22, 2023 Special Meeting.
5. Consent agenda: (5 min.)
   a. Proposed Resolution R23-27 adopting comprehensive edits to the Syracuse City Personnel Policies and Procedures Manual.
   b. Proposed Resolution R23-29 authorizing the Mayor to execute an amendment to the Land Lease Agreement with NCWPCSMPL33-Year Sites Tower Holdings, LLC for the lease of property at approximately 1871 S. 2000 W.
   c. Proposed Resolution R23-30 authorizing the Mayor to execute an amendment to the Land Lease Agreement with T-Mobile West Tower, LLC for the lease of property at approximately 700 S. 3550 W.
   d. Proposed Resolution R23-32 approving the Syracuse City social media terms and conditions.
   e. Proposed Resolution R23-31 appointing Heather Sacks and Taylor Sachs to the Syracuse Arts Council.
6. Proclamation declaring September as American Founders and Constitution Month. (5 min.)
7. Consideration for adoption of Resolution R23-28 of the City Council of Syracuse City, Utah, authorizing and approving the execution and delivery of a Mater Lease Agreement by and between the City and the Municipal Building Authority of Syracuse City, Utah (the "Authority"), a Ground Lease Agreement and a Bond Purchase Contract; authorizing the issuance and sale by the authority of its Lease Revenue Bonds, Series 2023, in an aggregate principal amount of not more than $13,000,000; and related matters. (5 min.)
8. Proposed Ordinance 2023-16 adopting the Syracuse 2500 West Community Reinvestment Area (CRA) Project Area Plan and Budget. (5 min.)
9. Proposed Ordinance 2023-18 amend Section 10.30.040 of the Syracuse City Code pertaining to animal control/kennel regulations. (10 min.)
10. Proposed Ordinance 2023-19 amendments to Section 5.35 of the Syracuse City Code pertaining to mobile business regulations. (10 min.)
11. Proposed Ordinance 2023-20 amend Section 10.30.040 of the Syracuse City Code pertaining to exterior building design elements. (10 min.)
12. Proposed Ordinance 2023-21 amendments to Syracuse City Code Section 10.75.040 pertaining to side-yard setbacks in Planned Residential Development (PRD) zone. (10 min.)
13. Discussion regarding proposed adjustment to the design of Syracuse City Regional Park, Phase 1. (10 min.)
14. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. (*Individuals wishing to provide public comment may do so via email to City Recorder Cassie Brown, cassieb@syracuseut.gov, by 4:00 p.m. on September 12, 2023. Comments submitted by the deadline will be read for the record of the meeting.*)
15. Mayor/Council announcements.
16. Adjourn.

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In compliance with the Americans Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the City Offices at 801-825-1477 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 Syracuse City limits on this 7TH day of September, 2023 at Syracuse City Hall on the City Hall Notice Board and at http://www.syracuseut.gov. A copy was also provided to the Standard-Examiner on September 7, 2023.

CASSIE Z. BROWN, MMC
SYRACUSE CITY RECORDER
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COUNCIL AGENDA
September 12, 2023

Agenda Item **#3** **Presentation of the Utah Supervisory Fire Officer Designation to Firefighter Shaylynn McGuire**
(5 min)

Factual Summation

Firefighter Shay McGuire has been awarded the Utah Supervisory Fire Officer Designation as outlined by the International Association of Fire Chiefs and adopted by the Utah Commission on Fire Officer Designation.

Firefighter McGuire has combined hundreds of hours of training, education, and experience to meet the requirements for this designation. Her hard work and commitment to this process shows her dedication to not only the Utah State Fire Service but to Syracuse City and our department as well.

Please join me in congratulating Firefighter McGuire for attaining this designation.

Action Items

The following items outline the actions to be taken:

CITY COUNCIL AGENDA

September 12, 2023

Agenda Item **#4** Approval of Minutes.

Factual Summation

- Please see the draft minutes of the following meeting(s):
    a. August 8, 2023 Business Meeting
    b. August 8, 2023 Special Redevelopment Agency (RDA) Meeting.
    c. August 22, 2023 Work Session.
    d. August 22, 2023 Special Business Meeting.

- Any question regarding this agenda item may be directed at Cassie Brown, City Recorder.

Minutes of the Syracuse City Council Regular Meeting, August 8, 2023.

Minutes of the regular meeting of the Syracuse City Council held on August 8, 2023, at 6:00 p.m., held in a hybrid in-person/electronic format via Zoom, meeting ID 832 5589 1097, in-person in the City Council Chambers at 1979 W. 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020.

DRAFT

Present: Councilmembers: Lisa W. Bingham
Jennifer Carver
W. Seth Teague
Jordan Savage
Paul Watson

Mayor Dave Maughan
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
Administrative Services Director Stephen Marshall
City Attorney Brie Brass
Fire Chief Aaron Byington
Police Chief Garret Atkin
Parks and Recreation Director Kresta Robinson
Public Works Director Robert Whiteley
Community and Economic Development Director Noah Steele
Communications Specialist Kara Finley

1. Meeting Called to Order/Adopt Agenda

Mayor Maughan called the meeting to order at 6:00 p.m. as a regularly scheduled meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember. Councilmember Savage provided an invocation. Councilmember Carver led the audience in the Pledge of Allegiance.

COUNCILMEMBER SAVAGE MADE A MOTION TO APPROVE THE AGENDA. COUNCILMEMBER CARVER SECONDED THE MOTION; ALL VOTED AYE.

2. Public comment:

There was no public comment.

3. Approval of minutes.

The following minutes were reviewed by the City Council: June 27, 2023 Work Session and July 11, 2023 Business Meeting.

COUNCILMEMBER TEAGUE MADE A MOTION TO APPROVE THE MINUTES LISTED ON THE AGENDA AS PRESENTED. COUNCILMEMBER BINGHAM SECONDED THE MOTION; ALL VOTED AYE.

4a. Consent agenda: Authorize Administration to execute Interlocal agreement for School Resource Officer (SRO) in Syracuse City.

A staff memo from the Police Department explained this agreement specifies the roles and responsibilities of Davis School District, Syracuse City, and Syracuse Police Department regarding the school resource officer program. Syracuse Police Department currently provides two full-time school resources officers. One officer is assigned to Syracuse High School; the other is assigned to Syracuse Junior High School. The term of the agreement is five years. Davis School District partially reimburses Syracuse City for the salaries of the school resource officers. This reimbursement occurs in January of each year. The memo concluded Chief Atkin is requesting that the Council review and authorize the Mayor to enter into this interlocal agreement.

Councilmember Teague inquired as to the reimbursement amount the City can expect to receive from the School District. Chief Atkin stated that there is not a set amount, but the reimbursement is actually based on the Officers salary that is assigned to serve as the SRO; the District pays a portion of nine-twelfths of the individuals salary.

COUNCILMEMBER CARVER MADE A MOTION TO AUTHORIZE ADMINISTRATION TO EXECUTE INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICER (SRO) IN SYRACUSE CITY. COUNCILMEMBER BINGHAM SECONDED THE MOTION; ALL VOTED AYE.

4b. Consent agenda: Proposed ordinance 2023-15 amending Syracuse City Code Section 3.50.020 related to Disaster Preparedness Committee members.

An administrative staff memo explained Councilmember Savage serves as the Council liaison to the Disaster Preparedness Committee (DPC); he requested an agenda item to discuss a possible ordinance amendment to create a dedicated position of 'communications specialist' for the Committee. The request was discussed during the July 11 City Council meeting and the Council supported the amendment. Proposed Ordinance 23-15 has been drafted for Council consideration.

COUNCILMEMBER TEAGUE MADE A MOTION TO ADOPT ORDINANCE 2023-15 AMENDING SYRACUSE CITY CODE SECTION 3.50.020 RELATED TO DISASTER PRPAREDNESS COMMITTEE MEMBERS. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED AYE.

4c. Consent agenda: Proposed Resolution R23-25 appointing Micah Redmond as the Public Information Specialist for the Syracuse City

Disaster Preparedness Committee (DPC).

An administrative staff memo explained the previous agenda item dealt with adding a new position to the Disaster Preparedness Committee and designating them as the Public Information Specialist for the group. Mayor Maughan has interviewed Micah Redmond and recommends that he be appointed to the position of Communications Specialist. Attached for Council review is a resolution formalizing the Mayor's recommendation.

COUNCILMEMBER TEAGUE MADE A MOTION TO ADOPT RESOLUTION R23-25 APPOINTING MICAH REDMOND AS THE PUBLIC INFORMATION SPECIALIST FOR THE SYRACUSE CITY DISASTER PREPAREDNESS COMMITTEE (DPC). COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED AYE.

5. Accept or deny Annexation Petition 2023-02 requesting the annexation of 129.496 acres of property on 3000 West between 1700 S. and 2700 S. and refer to City Recorder for certification.

A staff memo from the City Recorder explained on July 31, 2023, David Cook filed a petition for annexation of 129.496 acres of property on 3000 West between 1700 S. and 2700 S. Pursuant to Utah Code Title 10-2, within 14 days of being filed, the petition must be presented to the City Council for acceptance of denial. City staff recommends the petition be accepted and referred to the City Recorder's Office for certification. Once the petition is certified, a notice of certification will be delivered to the City Council and the petitioner, published in accordance with the Utah Code, and delivered to all affected entities; notices must also be mailed to each residence and property owner within one-half mile of the subject property. The notices will outline the protest period and if no notices are filed, the proposed annexation, zoning ordinance, and an annexation agreement can be presented to the Council for consideration. A public hearing must also be scheduled before final action can take place. The petition will also be referred to the Planning Commission for solicitation of a zoning recommendation.

COUNCILMEMBER SAVAGE MADE A MOTION TO ACCEPT ANNEXATION PETITION 2023-02 REQUESTING THE ANNEXATION OF 129.496 ACRES OF PROPERTY ON 3000 WEST BETWEEN 1700 S. AND 2700 S. AND REFER TO CITY RECORDER FOR CERTIFICATION. COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED AYE.

6. Authorize administration to award contract for Shoreline Trail Phase One project.

A staff memo from the Public Works Department explained this project consists of installing a 10' wide asphalt trail along the north side of Gentile Street between 2000 West and Fields Avenue. There is a short section that will be constructed with the Parkview subdivision that will complete the connection. Upon completion this will complete a 2 mile east/west trail spur off the Emigrant/West Davis Corridor Trail connecting to the north/south trails along 2400 West Street and Fields Avenue. Syracuse City obtained $150,000 in grant funding through UDOT's TAP funding to put towards this project. This project will begin this summer/fall and be complete by December 2023. Bids were opened on August 2, 2023. Three bids were received. The low bidder was 3XL Construction with a total bid amount of $393,187.16. There is currently $300,000 in the approved budget, $150,000 in Park Impact Fee and $150,000 coming from UDOT grant. This grant and budget were originally submitted in October 2021, but due to delays outside of UDOT's control the grant was not awarded until 2023 which could explain the increased cost. If awarded an additional $93,187.16 would need to be added to the budget to complete this project.

There was a brief discussion about the funding sources for the project.

COUNCILMEMBER BINGHAM MADE A MOTION TO AUTHORIZE ADMINISTRATION TO AWARD CONTRACT FOR SHORELINE TRAIL PHASE ONE PROJECT. COUNCILMEMBER CARVER SECONDED THE MOTION; ALL VOTED AYE.

7. Proposed Ordinance 2023-16 adopting the Syracuse 2500 West Community Reinvestment Area (CRA) Project Area Plan, and related matters.

A staff memo from the Community and Economic Development (CED) Department explained with the goal of fostering economic development that will benefit the residents of the city in the form of jobs, property tax revenue, and a more diverse economy, the city has created a draft 2500 West Community Reinvestment Area Project Area Plan and Budget. As required by state law, notice of the plan adoption and public hearing has been sent to properties within the area. The following is a short list of common questions asked by the residents who received the letter:

- What is a CRA? A Community Reinvestment Area (CRA) is a property tax tool that diverts property taxes from the taxing entities of the Syracuse Redevelopment Agency. The diverted funds can then be used to fund infrastructure improvements and assist businesses to locate within the project area.

- How will this affect my property taxes? The CRA diverts property taxes from the taxing entities (school district, county, etc.) and not individual homeowners. Property tax assessment will not be changed for homeowners.
- Does this approve any specific development? No. Any development plans will follow all standard procedures for rezone, site plan, building permits, etc. with associated staff reviews and public hearings. The creation of the CRA is laying the tax framework to encourage development of light industrial and commercial in the large fields of vacant land but specific plans for development will come forward at a future time.

Mayor Maughan discussed potential uses of tax increment financing for specific infrastructure improvements, the costs of which would be very difficult for a sole user in the CRA to bear. He then noted that staff has advised that this item should be tabled in order to correct a noticing error; he asked that the Council make a motion to table action of the ordinance until the September 12 business meeting.

COUNCILMEMBER SAVAGE MADE A MOTION TO TABLE ORDINANCE 2023-06 ADOPTING THE SYRACUSE 2500 WEST COMMUNITY REINVESTMENT AREA (CRA) PROJECT AREA PLAN, AND RELATED MATTERS. COUNCILMEMBER BINGHAM SECONDED THE MOTION; ALL VOTED AYE.

8. Discussion and possible vote on proposals for operations of the Syracuse Museum:

Proposed Ordinance 2023-17 (option A) amending Syracuse City Municipal Code Chapter 3.40 related to the Museum and Cultural Board and authorizing staff to enter into a contract for the use and management of the Syracuse Regional Museum with the Syracuse Museum Foundation. OR

Proposed Ordinance 2023-17 (option B) amending Syracuse City Municipal Code Chapter 3.40 related to the Museum and Cultural Board and authorizing staff to enter into a memorandum of understanding memorializing the roles and responsibilities of the use and management of the Syracuse Regional Museum with the Syracuse Museum Foundation.

A staff memo from the City Manager explained for several weeks, discussions have taken place with the President of the Syracuse Museum Foundation Board regarding the operation of the museum and its coordination with the City. Various proposals have been considered; however, a final agreement has not been reached at this point. Members of the City Council have requested that this item be discussed and possibly voted on, which includes some ordinance changes. In addition, the Mayor is proposing a different approach, which also includes some ordinance changes based on discussions with the Syracuse Museum Foundation.

Museum Advancement Board Proposal: This proposal replaces the City Museum and Cultural Center Board with a new Museum and Cultural Center Advancement Board. It would be a city-appointed board with the primary mission of fundraising and promoting the museum, leaving the operational decisions to the Syracuse Museum Foundation Board. The primary benefit of this proposal is to set clear boundaries between the City and the Foundation, while enhancing the ability to raise money and promotion of the museum. The proposed ordinance has the following major components:

- Create a Museum Advancement Board
- Sets qualifications of board members to include a demonstrated interest in the museum, and some knowledge in areas of marketing, finance, education, fundraising, communications, or other similar areas.
- Prepare and recommend a long-range funding plan for the museum.
- Coordinate with the City and the Foundation on the annual fund-raising activities for the museum.
- Raise funds, promote, and assist the Foundation in making enhancements to the museum, and improvements to public availability to museum exhibits, programs, and events.
- Serve as the primary source of fundraising for the museum.
- Coordinate with city-assigned staff on accomplishing the efforts outlined herein.
- The responsibility of the City is to provide the space for the museum operations, grounds and building maintenance, and insurance. Additional city resources beyond that will require the vote of the City Council.

In addition to the ordinance change, the Curator position would be assigned to the museum by contract. The purpose of the contract is to clearly outline the duties of the curator, and the terms by which the position is assigned to the museum. The contract would include the following:

- Contract is between Syracuse City and the Syracuse Museum Foundation
- A Curator is assigned to assist the Foundation in its operations of the museum. The curator acts as a consultant to the Foundation, which can include research, advice, implementing best practices for the

cataloging, preservation and display of artifacts, as well as frontline duties such as assist in fundraising, giving tours, making physical improvements to artifacts, and other daily operational tasks. Neither the Foundation nor the Museum Advancement Board direct the schedule nor the daily tasks of the Curator.

- The Curator helps coordinate efforts between the Foundation and the Museum Advancement Board.
- Curator hours and schedule are controlled by the City under the Parks & Recreation Department.
- Curator's direct supervisor is the Director of Parks & Recreation, or a designee in the department assigned by the Director.
- Curator shall annually prepare and present to the City Council a report that includes the following:
    - Number of visitors to the museum, by month for the previous 12 months.
    - How many visitors came from Davis County vs outside of the county.
    - Total amount of funds raised in the previous 12 months, including the sources of fundraising.
    - Report on the events produced by the museum over the previous 12 months.
    - Significant changes to exhibits, and significant artifact acquisitions to the museum over the previous 12 months.
    - Plans for museum operations, exhibits, events, and programs for the upcoming year.
    - The assignment of the Curator to the museum is conditioned upon the museum being open to the public for at least 25 hours per week, with at least 4 of those hours on a Saturday. At least one day each week 3 of the hours will need to be in the evening (after 5pm).

One Board Proposal: A separate proposal is designed to distill the museum operations to their simplest form by having one board involved in the museum. This proposal includes the following:

- Elimination of Chapter 3.40 of the City ordinance regarding the Museum and Cultural Center Board.
- Provision of the museum space and the maintenance thereof would be provided through a contract/lease agreement with the Syracuse Museum Foundation for the operations of the museum. The Foundation would be provided the use of the museum buildings and grounds at no cost for a set term.
- The Curator would be assigned to the museum by contract with the Museum Foundation, with similar terms as stated above in the previous proposal.

The memo summarized discussion goals and possible actions:

1. Find consensus on the operational aspects of the museum.

2. Possibly vote on an ordinance change and authorization to enter into a contract and/or lease with the Syracuse Museum Foundation for the museum buildings and the consulting services of the Curator.

City Attorney Brass reviewed the two ordinance options before the Council, as well as the implications of the draft Memorandum of Understanding (MOU), which can be used to negotiate the various responsibilities of both the City and the Museum Foundation for the day-to-day operations of the Museum. The Council participated in philosophical discussion and debate of the two ordinance options before them; key points of interest included requiring that a Councilmember have a position and vote on the Museum Foundation Board and extending hours of operation at the Museum to reflect the creation of a Curator position that will work more than 25 hours per week.

Councilmember Bingham stressed that she is strongly opposed to a second committee or group that would have any involvement in overseeing the day-to-day operations of the City; she wants to express that the City is very grateful for the volunteers that have managed the museum for years and provided a valuable service to the community and she does not want to take any action that would be interpreted as the City trying to strip any power away from them or discount the efforts they have made to keep the museum open and operating.

High level discussion among the Mayor, Council, and staff continued; the Council concluded they would like to repeal the current City ordinance that provide for a museum and cultural center board in order to allow the Museum Foundation to continue to oversee the day-to-day operations of the Museum. They also directed Administration to begin negotiating the terms of a MOU for the curator position with the Foundation in preparation for continued discussion of the matter at the next work session meeting.

COUNCILMEMBER SAVAGE MADE A MOTION TO ADOPT ORDINANCE 2023-17 REPEALING SYRACUSE CITY MUNICIPAL CODE CHAPTER 3.40 RELATED TO THE MUSEUM AND CULTURAL BOARD AND AUTHORIZING STAFF TO ENTER INTO A CONTRACT FOR THE USE AND MANAGEMETN OF THE SYRACUSE REGIONAL MUSEUM WITH THE SYRACUSE MUSEUM FOUNDATION. COUNCILMEMBER CARVER SECONDED THE MOTION; ALL VOTED AYE.

9. Presentation of cost estimate for Fire Station #32 construction project

A staff memo from the Fire Chief explained that after several meetings with Galloway Architects, SIRQ Construction, and Syracuse City staff, we have prepared the following cost estimates for the construction of Station #32. The memo referenced a spreadsheet illustrating the breakdown of estimated costs for Station #32 as designed. Staff has also provided three options

for the Council to consider that would reduce the overall construction costs by delaying portions of the project to a future unspecified date. The memo concluded the goal of this agenda item is for the Council to discuss the cost estimate and cost savings options and provide Administration with direction regarding the project funding.

Chief Byington and City Manager Bovero facilitated the Council's review of the cost estimates for the contrition project. There was a focus on the use of fast-track doors on the new station and retrofitting the existing station to also include fast track doors; the Council desired fast track doors on the fronts of both stations but did not feel fast track doors were needed on the rear of the stations. Mr. Bovero noted Administration will work with the architect for the project to incorporate that feedback. He noted a final cost estimate will be available at the September 12 meeting when the Council will be acting on the bond parameters resolution for the project.

10. Discussion and update regarding secondary water operations and supply

A staff memo from the Public Works Department reported concerns of low pressures and dirty secondary water have been occurring. Many of the concerns have been observed by residents in the northwest quadrant of the city. Bluff Pond pump station has been decommissioned until the new reservoir is in operation next season. This station is necessary for water storage, delivery and maintaining pressure. A new valve was installed July 28th at Freeport pump station to direct water down 700 South as a primary feed. This was done to compensate for Bluff Pond being decommissioned. The results of doing this have improved pressures. Dirty pipes are being flushed out with greater attention to the northwest quadrant. Staff have been working with residents to notify us of improved conditions. Staff has identified the following discussion items for the Council to consider:

- It would improve the City's ability to monitor system performance if pressure stations were installed throughout the City's secondary water system. The pressure stations could relay current system pressures remotely, which would allow a more proactive approach in forecasting low pressure problems that can be addressed before they become noticed.
- If the City were to begin with six pressure stations, the cost would be around $40,000 to $50,000.

The Mayor and Council discussed the options for addressing water pressure issues that were included in the staff memo; the Council directed staff to identify suitable locations for pressure stations and develop a formal cost estimate for the pressure stations.

11. Public comments.

Mary Knight asked where the new Fire Station will be located. Mayor Maughan answered near Jensen Park. Ms. Knight also asked if the Special Redevelopment Agency (RDA) meeting will also be held this evening given that the CRA action items have been tabled. City Recorder Brown indicated staff has recommended holding the public hearings that have been advertised on the agenda but continuing the public hearing until the September 12 meeting. Ms. Knight then addressed the presence of a 'squatter' in her neighborhood and asked for assistance from the City. City Attorney Brass indicated she would be happy to visit with Ms. Knight following the meeting.

Ken Sessions stated he is a former Syracuse City employee and is now serving as a volunteer at the Museum; he thanked the Council for their discussion of the Museum and the action that they took this evening.

12. Mayor/Council announcements.

The Council and Mayor provided announcements about upcoming community events and other opportunities for public involvement.

At 7:09 P.M. COUNCILMEMBER BINGHAM MADE A MOTION TO ADJOURN. COUNCILMEMBER CARVER SECONDED THE MOTION; ALL VOTED IN FAVOR.

_____ _____

Dave Maughan
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved: _____

Minutes of the Syracuse City Redevelopment Agency Special Meeting, August 8, 2023.

Minutes of the Special Meeting of the Syracuse City Redevelopment Agency August 8, 2023, at 7:09 p.m., held in a hybrid in-person/electronic format via Zoom, meeting ID 832 5589 1097, in-person in the City Council Chambers at 1979 W. 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020.

DRAFT

Present: Members: Lisa W. Bingham
Jennifer Carver
Jordan Savage
W. Seth Teague
Paul Watson

Mayor Dave Maughan
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
Administrative Services Director Stephen Marshall
City Attorney Brie Brass
Fire Chief Aaron Byington
Police Chief Garret Atkin
Parks and Recreation Director Kresta Robinson
Public Works Director Robert Whiteley
Community and Economic Development Director Noah Steele

1. Meeting Called to Order/Adopt Agenda

Mayor Maughan called the meeting to order at 7:09 p.m. as a special meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Boardmember.

2. Public Hearing: Proposed Resolution RDA23-02 approving the Syracuse 2500 West Community Reinvestment Area (CRA) Project Area Plan and related matters.

A staff memo from the Community and Economic Development (CED) Department explained with the goal of fostering economic development that will benefit the residents of the city in the form of jobs, property tax revenue, and a more diverse economy, the city has created a draft 2500 West Community Reinvestment Area Project Area Plan and Budget. As required by state law, notice of the plan adoption and public hearing has been sent to properties within the area. The following is a short list of common questions asked by the residents who received the letter:

- What is a CRA? A Community Reinvestment Area (CRA) is a property tax tool that diverts property taxes from the taxing entities of the Syracuse Redevelopment Agency. The diverted funds can then be used to fund infrastructure improvements, and assist businesses to locate within the project area.

- How will this affect my property taxes? The CRA diverts property taxes from the taxing entities (school district, county, etc.) and not individual homeowners. Property tax assessment will not be changed for homeowners.
- Does this approve any specific development? No. Any development plans will follow all standard procedures for rezone, site plan, building permits, etc. with associated staff reviews and public hearings. The creation of the CRA is laying the tax framework to encourage development of light industrial and commercial in the large fields of vacant land but specific plans for development will come forward at a future time.

The memo concluded staff has discovered a noticing error relating to the public hearing notice for adoption of the Project Area Plan and Budget; Staff recommends holding the public hearing, but rather than adopting the Plan and Budget, the Board is advised to continue the public hearing to the September 12 meeting to allow time for the noticing error to be cured. The Board can, however, take action on the interlocal agreements.

Mayor Maughan opened the public hearing at 7:11 p.m.

Shawn Helm stated that his backyard abuts the area included in the proposed CRA boundaries; one of things that drew him to Syracuse is the sense of community, farming, and agriculture. He is curious about how that sense of community will be preserved if undeveloped property throughout the City is consumed by industrial uses.

Mayor Maughan stated that every landowner has a right to sell their land and they are not obligated to preserve agricultural or open space uses. The City also cannot regulate the use outside of assigning zoning to the property; the only way to control the future use of land is to own it. A large portion of the land included in the proposed CRA is owned by the Church of Jesus Christ of Latter-Day Saints (LDS) and they have indicated they would like to divest themselves of the land in the future. Whoever owns the land in the future can apply for development opportunities that are inline with zoning. Mr. Helm stated he understands the City's ability to control future use of undeveloped land; his larger concern is the use of or diversion of tax dollars to support the LDS Church in divesting themselves of their property. Mayor Maughan stated the City is not using tax dollars for that purpose. If the CRA is created, this will allow for the diversion of future tax dollars from various taxing entities to pay for infrastructure improvements within the area. He then expounded on the purpose of CRA project areas and allowable uses for tax increment financing.

Vaughan Jones stated he does not live in Syracuse City, but he is a brokerage and is involved in the efforts to sell properties on 2000 West; he is grateful for the proposal to create the CRA as he feels it will improve the marketability of the land by providing access to tax increment financing that can be used to build new roads west of the properties.

Mary Knight stated that the agenda references 2500 West as the boundary of the CRA, but the letter she received references 3000 West. Mayor Maughan stated that 3000 West is the western border, but 2500 West is the area where the Utah Department of Transportation (UDOT) has given permission for a new road. Ms. Knight then asked if residents near the project area will receive a new letter advertising the public hearing, to which Mayor Maughan answered yes.

Michael Hinsley asked if zoning of the properties within and adjacent to the CRA project area will automatically change. Mayor Maughan answered no; any property owner will need to pursue any zone change that they desire independent of this action.

BOARDMEMBER SAVAGE MADE A MOTION TO CONTINUE THE PUBLIC HEARING REGARDING PROPOSED RESOLUTION RDA23-02 APPROVING THE SYRACUSE 2500 WEST COMMUNITY REINVESTMENT AREA (CRA) PROJECT AREA PLAN AND RELATED MATTERS TO THE SEPTEMBER 12 SPECIAL REDEVELOPMENT AGENCY BUSINESS MEETING. BOARDMEMBER CARVER SECONDED THE MOTION, ALL VOTED AYE.

3. Proposed Interlocal agreements relating to 2500 West CRA. (10 min.)

a. Proposed Resolution RDA23-03 authorizing the Executive Director to execute an interlocal agreement with Davis County regarding the Syracuse 2500 West Community Reinvestment Area (CRA).

b. Proposed Resolution RDA23-04 authorizing the Executive Director to execute an interlocal agreement with Davis School District regarding the Syracuse 2500 West Community Reinvestment Area (CRA).

c. Proposed Resolution RDA23-05 authorizing the Executive Director to execute an interlocal agreement with Mosquito Abatement District – Davis regarding the Syracuse 2500 West Community Reinvestment Area (CRA).

d. Proposed Resolution RDA23-06 authorizing the Executive Director to execute an interlocal agreement with North Davis Sewer District regarding the Syracuse

2500 West Community Reinvestment Area (CRA).

e. Proposed Resolution RDA23-07 authorizing the Executive Director to execute an interlocal agreement with Weber Basin Water Conservancy District regarding the Syracuse 2500 West Community Reinvestment Area (CRA).

BOARDMEMBER SAVAGE MADE A MOTION TO TABLE CONSIDERATION AND ACTIOIN ON THE PROPOSED INTERLOCAL AGREEMENTS UNTIL THE SEPTEMBER 12 RDA MEETING. BOARDMEMBER CARVER SECONDED THE MOTION, ALL VOTED AYE.

At 7:23 P.M. BOARDMEMBER CARVER MADE A MOTION TO ADJOURN. BOARDMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED IN FAVOR.

_____ _____

Dave Maughan
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved:_____

Minutes of the Syracuse City Council Work Session Meeting, August 22, 2023

Minutes of the Work Session of the Syracuse City Council, held on August 22, 2023, at 6:00 p.m., in a hybrid in-person/electronic format via Zoom, meeting ID 881 6355 6903, in-person in the City Council Conference Room at 1979 W. 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020.

Present: Councilmembers: Lisa W. Bingham
Jennifer Carver
Jordan Savage
W. Seth Teague
Paul Watson

DRAFT

Mayor Dave Maughan
City Manager Brody Bovero
Deputy City Recorder Marisa Graham

City Employees Present:
Administrative Services Director Stephen Marshall
City Attorney Brieanne Brass
Fire Chief Aaron Byington
Police Chief Garret Atkin
Public Works Director Robert Whiteley
Community and Economic Development Director Noah Steele
Communications Specialist Kara Finley
Shauna Greer Human Resources

The purpose of the Work Session was to receive public comments; discuss the parameters for the bond issuance to fund the Fire Station #32 project; discuss proposed updates to the Syracuse City Personnel Policy and Procedures Manual updates; review and discuss proposed amendments to land lease agreements for cell towers with Crown Castle at 1781 S. 2000 W. and 3550 S. 700 W.; discussions regarding code amendments pertaining to mobile business regulations, exterior building design elements, and side yard setbacks, review and discuss the ordinances regulating the use of recreation vehicles (RVS)/trailers as dwelling units; discussion regarding a Halloween stylized logos; review social media terms and conditions for Syracuse City social media accounts; review the City's Annual Fraud Risk Assessment; and discuss possible creation of an ordinance for the immediate intervention in a situation that poses extreme risk to persons in the City.

Public comments

There were no public comments.

Discussion/review of parameters resolution for bond issuance to fund the Fire Station #32 project.

A staff memo from the Administrative Services Director Stephen Marshall explained the Municipal Building Authority (MBA) is a separate legal entity from Syracuse City Corporation. It was established in August 2006 to allow the

City to streamline the funding and construction of city facilities. The MBA borrows funding, constructs facilities, and leases them to the City. The lease payments made by the City provide the revenue for the MBA to make the debt payments. Eventually the debt will be paid off and the properties will be deeded to the City. The executive board of the MBA is comprised of the Mayor and Council of Syracuse City. This parameters resolution sets forth the maximum allowable dollars the Council is willing to fund for Fire Station 32 construction. It also sets maximum rates and par value in the resolution. This does not mean the City will borrow $13,000,000; however, it will provide some flexibility in case the costs of the station increase before construction begins. The City discussed at the last meeting the design and estimated costs of Station #32 and will have a final cost breakdown at the September 12 business meeting. Since the MBA and Syracuse City are two separate legal entities, there will be two separate resolutions – one for Syracuse City and the other for the MBA. On September 12, the Council will have the opportunity to approve the resolution for the City, and will also act as the MBA in a special meeting to approve the second resolution separately.

Mr. Marshall briefed the Council on the parameters of the bond and Mayor Maughan invited the Council to ask any questions they have about the matter; the Council expressed support to move the item to the next business meeting for possible action.

Discussion regarding the proposed Memorandum of Understanding between Syracuse City and the Syracuse Museum Foundation.

A staff memo the City Attorney explained the City Council, in its latest business session on August 8, 2023, voted to repeal Chapter 3.40 of the Syracuse City Municipal Code. The Council, in the ordinance repealing Chapter 3.40, also authorized the City to enter into an agreement with the Syracuse Museum Foundation for the terms of the management and operation of the Museum as well as the Curator position. A proposed Memorandum of Understanding (MOU) has been drafted for the Council's review. A couple of outstanding items in the MOU, that need to be clarified are: what, if any hours of operation, the Council would like the Museum to be opened; the voting or nonvoting status of a Council appointed liaison on the Foundation Board; the full or part-time status of the Curator position; and what, if any, responsibilities the Council would like to include or exclude from the MOU.

Mayor Maughan opened discussion amongst the Council and the discussion centered around the annual reporting of finances from the Museum Foundation and the curator position. City Attorney Brass stated she had talked to the Dean Hill, President of the Museum Board Foundation and Mr. Hill has a concern on the term of the Memorandum of Understanding regarding the 30-day notice. Ms. Brass asked for feedback from the Council on whether the Council liaison position would be

a voting member and clarification on the hours of operation of the museum. The Council supported the liaison position being a voting member. The Mayor recognized Dean Hill to address the Council about the hours they anticipate the curator to work. Mr. Hill stated the Curator position would be Tuesday through Friday, nine hours a day and every Saturday for four hours.

The Council expressed support for proceeding to taking action on the MOU during the special meeting later this evening.

Review/discussion of proposed updates to the Syracuse City Personnel Policy and Procedures Manual updates.

A staff memo from the Administrative Services Director explained City Administration and Department heads have proposed changes to the personnel polices and procedures manual and have provided a staff report that summarizes the changes.

Administrative Services Director Marshall and Human Resources Manager Greer facilitated brief discussion with the Council regarding the Personnel Policy and Procedures manual updates. Councilmember Teague showed concern about section 8.7070 (d), regarding abuse of sick leave benefits and wanted to make sure that use of sick leave is discretionary. Ms. Greer explained that the current language of that section is not specific enough and Department Heads have asked that the language be clarified to provide specificity on the use of sick leave. Councilmember Teague then expressed concern about section 25.150, which addresses disciplinary action that can be investigated by the employee's direct supervisor. Mayor Maughan explained that some employees interact directly with their supervisors, and it would be their supervisor that is aware of any actions that warrant discipline.

Mayor Maughan asked the Council if they are comfortable moving this item to the next business meeting for continued discussion and action, to which the Council answered yes.

Planning item: Proposed amendments to land lease agreements for cell towers with Crown Castle; 1781 S. 2000 W., Founders Park; 3550 W. 700 W., Rock Creek Park.

A staff memo from the Community and Economic Development (CED) Department explained the City leases land in Founders Park located at approximately 1781 S. 2000 W. for a cell phone tower. The lease has been in place since 2005. The lessee desires to build a backup power generator on site which would expand the leased area. The back up power would keep cell phone coverage going during an emergency. The City leases land in Rock Creek Park located at approximately

3550 W. 700 S for a cell phone tower. The lease has been in place since 2006. The lessee desires to build a backup power generator on site which would expand the leased area. The back up power would keep cell phone coverage going during an emergency.

CED Director Steele reviewed his staff memo. Councilmember Carver had concerns about the generator and whether it will run 24 hours a day or only during a power outage. The Council shared the concern and concluded they are supportive of the agreement amendment, but asked that staff seek clarification with Crown Castle regarding the use of the generator.

Planning item: Recommendation from the Planning Commission to amend Section 10.30.040 of the Syracuse City Code pertaining to animal control/kennel regulations.

A staff memo from CED Director Steele explained Davis County Animal Control recently approached the City about amending City ordinances to be more uniform with the County's animal control efforts. The staff report provided outlines the proposed changes. The Council indicated they are comfortable considering action on the proposed amendments at their next business meeting.

Planning item: Proposed amendments to Section 5.35 of the Syracuse City Code pertaining to mobile business regulations.

A staff memo from the Community and Economic Development (CED) Department explained House Bill 408 amended the business licensing requirements for cities concerning mobile businesses. In an effort to update the City ordinances to be congruent with State Law concerning these types of businesses.

CED Director Steele reviewed his memo and reviewed the proposed ordinance amendments; the Council showed support for moving the proposed ordinance to the next business meeting for continued discussion and a vote.

Planning item: Recommendation from the Planning Commission to amend Section 10.30.040 of the Syracuse City Code pertaining to exterior building design elements.

A staff memo from the Community and Economic Development (CED) Department stated House Bill 406 amended State Code 10-9a-604.5 to prohibit a municipality from regulating building design elements, the staff report provided outlines the proposed changes.

Mr. Steele reviewed his staff memo and engaged in discussion with the Council regarding the implications of the new State laws; the Council expressed concerns about allowing any type of building material to be used, but expressed support for reviewing the City's zoning ordinances and the requirement of development agreements in certain zones at a later date. They agreed to move the proposed ordinance amendments to the next business meeting for a vote.

Planning item: Proposed amendments to Syracuse City Code Section 10.75.040 pertaining to side-yard setbacks in Planned Residential Development (PRD) zone.

A staff memo from the Community and Economic Development (CED) Department explained that it has been requested that the side setback requirements for the PRD Zone are reviewed. A staff report was provided to outline the changes. The Mayor opened discussion amongst the Council, and they ultimately supported moving the item to the next business meeting agenda for a vote.

Planning item: Discussion/review of ordinances regulating the use of recreational vehicles (RVs)/trailers as dwelling units.

A staff memo from the CED Director Steele explained it was requested that staff review City ordinances concerning people living in trailers. It is illegal to live in trailers as they are not designed for long term dwelling, are not permanently affixed to the ground, and do not have permanent utility connections. However, the ordinance is not entirely clear about if it is allowable for private homeowners or their family to camp in their own backyards in these recreational vehicles.

CED Director Steele facilitated high-level discussion amongst the Council regarding the subject matter; there was a focus on the need to ensure that trailers are only parked on properties where a primary dwelling structure is located. The Council also wanted to develop regulations communicating how long a person can stay in a trailer, and how many trailers someone can have parked in their driveway, and requiring vehicles to be registered.

Councilmember Savage stated he would like to review the City's current ordinance and look into implementing a section dealing specifically with urban camping. Police Chief Atkin asked that the Council consider enforcement when they are reviewing and creating new code.

Mayor Maughan concluded staff will utilize the feedback provided to begin developing changes to the current ordinances and also creating new code recommendations dealing with urban camping.

Communications item: Halloween stylized logo for Syracuse City

A staff memo from the Communications Specialist explained holiday-stylized logos are adaptations of existing logos to reflect widely recognized seasonal attributes. With the focus on City Halloween activities during October, a stylized Halloween logo has been created to add a seasonal twist to the logo while maintaining the core elements. The Halloween logo could be used on promotional materials, social media, and City communications during the Halloween season.

Ms. Finley reviewed her staff memo, and the Mayor and Council discussed the length of time they would like to employ the Halloween stylized logo; they concluded to use the Halloween logo from September 18 to October 31. They also expressed support for hanging banners throughout the City Center that include the Halloween logo. The Mayor indicated it may be necessary to adjust the City budget to provide funding for such banners.

Communications item: Review/discussion of proposed social media terms and conditions for Syracuse City social media accounts.

A staff memo from the Communications Specialist explained social media is being used as a mechanism for communicating to the public. The City social media accounts are limited public forums with no First Amendment protections for:

- Obscenity
- Defamation
- Actual threats
- Illegal activities
- Promoting illegal discrimination
- Spam
- Malware Links
- Using copyrighted work

Social media terms and conditions have been drafted to address community expectations regarding using and moderating City social media platforms. The terms and conditions are an effort to address the increasing amount of spam and

curtail potential future issues while remaining viewpoint neutral. The social media terms and conditions would be made available to all City platform users annually and posted to the City website.

Ms. Finley briefed the Council on the uptick in spam and the City is seeing a lot of third-party links and malware. Having the proposed terms and conditions in place would give the City a mechanism to remove posts that do not meet the guidelines. The Council thanked Ms. Finley for addressing this issue and concluded they were comfortable voting to approve the terms and guidelines at their next business meeting.

Communications item: Discussion of September Constitution commemoration activities.

A staff memo from the Communications Specialist explained the Utah Legislature, in early 2023, passed a bipartisan bill designating the month of September as American Founders' and Constitution Month. A committee was formed to encourage Utah citizens to share their love for America and has created resources and scheduled events. The bill "encourages all civic, fraternal and religious organizations…to recognize and observe this occasion through appropriate programs, meetings, services, or celebrations." The occasion could be recognized by the City issuing a proclamation for American Founders' and Constitution Month. To recognize the significance of American Founders' and Constitution Month, it is proposed City-level promotional activities include a social media awareness campaign and a photography contest. The photography contest would be open to Syracuse City residents and the theme could be "Sweet Land of Liberty." The staff report outlines the photo contest.

The Mayor asked the Council what they thought about putting out a youth essay contest in support of Constitution Month. The Council showed support in both the youth essay contest and the photography contest.

Annual Fraud Risk Assessment review

Administrative Services Director Stephen Marshall reviewed his staff memo, which referenced a copy of the formal Fraud Risk assessment report. The City's score of 355 reflects a low fraud risk; the score has not changed since last year's assessment. Mr. Marshall noted that following this meeting he will sign a form indicating the Council has been informed of the City's current score and send the form to the State Auditor's office.

Discussion regarding possible creation of an ordinance providing for immediate intervention in situations that pose extreme risk to persons in the City.

Mayor Maughan discussed a situation that occurred last week regarding an complaint of an immediate health risk on a private property in the City; this situation raised the question in his mind of whether the City should have ordinance providing for immediate intervention in such situations. He noted he has visited with various Department Heads that would be involved in responding to this type of situation in the future and they feel the City has adequate ordinances and policies that provide for timely response to an emergency situation or public health risk.

The meeting adjourned at 7:26 p.m.

_____ _____

Dave Maughan
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved: _____

Minutes of the Syracuse City Council Special Business Meeting, August 22, 2023

Minutes of the special meeting of the Syracuse City Council, held on August 22, 2023, at 7:27 p.m., in a hybrid in-person/electronic format via Zoom, meeting ID 881 6355 6903, in-person in the City Council Conference Room at 1979 W. 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020.

Present: Councilmembers: Lisa W. Bingham
Jennifer Carver
Jordan Savage
W. Seth Teague
Paul Watson

DRAFT

Mayor Dave Maughan
City Manager Brody Bovero
Deputy City Recorder Marisa Graham

City Employees Present:
Administrative Services Director Stephen Marshall
City Attorney Brieanne Brass
Fire Chief Aaron Byington
Police Chief Garret Atkin
Public Works Director Robert Whiteley
Community and Economic Development Director Noah Steele
Communications Specialist Kara Finley

1. Meeting Called to Order/Adopt Agenda

Mayor Maughan called the meeting to order at 7:26 p.m. as a special meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember.

2. Authorize the Mayor to execute Memorandum of Understanding between the City and the Syracuse Museum Foundation for the use, maintenance, and operation of the Syracuse Museum and the Museum Curator position.

A staff memo from the City Attorney explained the City Council, in its latest business session on August 8, 2023, voted to repeal Chapter 3.40 of the Syracuse City Municipal Code. The Council, in the ordinance repealing Chapter 3.40, also authorized the City to enter into an agreement with the Syracuse Museum Foundation for the terms of the management and operation of the Museum as well as the Curator position. A proposed Memorandum of Understanding (MOU) has been drafted and attached for the Council's review. A couple of outstanding items in the MOU, that need to be clarified are: what, if any hours of operation, the Council would like the Museum to be opened; the voting or nonvoting status of a Council appointed liaison on the Foundation Board; the full or part-time status of the Curator position; and what, if any, responsibilities the Council would like to include or exclude from the MOU. Mrs. Brass indicated she made the changes to

the MOU to include making the City Councilmember liaison to a voting member, removed the long-range plan and the financial documentation, and included working with the curator to keep the museum open and operating for 40 hours a week. The Council specified that the Museum should be open or accessible at least 30 hours per week and that a sign be posted on the door of the Museum to reflect hours of operation.

COUNCIL MEMBER CARVER MADE A MOTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE SYRACUSE MUSEUM FOUNDATION FOR THE USE, MAINTENANCE, AND OPERATION OF THE SYRACUSE MUSEUM AND THE MUSEUM CURATOR POSTION. COUNCILMEMBER BINGHAM SECONDED THE MOTION; ALL VOTE AYE.

Mayor Maughan provided a report regarding a "Syracuse Olympics" event that has been created under the City's wellness program and invited the Council to participate in the baking competition by choosing the item that participants will bake. The Council drew at random from optional items.

At 7:38 P.M. MAYOR MAUGHAN DECLARED THE MEETING ADJOURNED.

_____
Dave Maughan
Mayor

_____
Cassie Z. Brown, MMC
City Recorder

Date approved: _____

COUNCIL AGENDA
September 12, 2023

Agenda Item #**5a** Proposed Resolution R23-27 adopting comprehensive edits to the Personnel Policies and Procedures Manual.

Factual Summation

- Any question regarding this agenda item may be directed at Admin. Services Director, Stephen Marshall, or City Manager, Brody Bovero.

Discussion Items

Periodically City Administration and Department Heads propose changes to the personnel policies and procedures manual. It has been a year since our last update, and we have several proposed changes. We discussed the edits below in work session and are now ready to for final approval. Here is a summary of edits:

2.050 & various other areas – adding language that the HR Manager can have designee handle certain tasks
3.070 – amended language to match our current practices for newly created positions
3.080 – adding language to allow department head to post open positions internally but only when it's a FT position where we have employees in the PT position with the same job title and job description
3.120 & various other areas – amended reference to other chapter to match the correct chapter numbers
3.130 – added that a job offer cannot be made any sooner than 7 days of posting.
3.130 (j) – added that conditional offer should include that employment is contingent upon providing copies of required certifications.
3.150 – added the word applicable before benefits to be clear that not all new hires will receive the same new hire orientation.
3.170 – added language to address that employees who are terminated for lacking skill set or unable to pass training or required certifications will not be considered terminated "for cause" and will be eligible for rehire.
4.040 – added the word "new hire" to be clear that the new hire probationary period is different than a disciplinary probationary period. Also added that during this period, the department head will be allowed to extend the new hire probationary period for specific situations.
5.050 – added language to match current practice
5.080 (a) – removed language stating that wages will be pro-rated based on old wages for promotions and advancements. Changed the amount of the increase for a promotion. This is so that this policy will match the adopted recruitment and retention policy. Changed the date that the wage increase becomes effective to ensure HR has the time to process approvals and paperwork.
5.080 (b) – fixed grammar error & added language to match similar for a reclassification.
5.080 (d) – changed the language to match the adopted recruitment and retention policy. Changed the date that wage increase becomes effective to ensure HR has the time to process approvals and paperwork.
5.090 – added that a designee may direct an employee to work overtime.
5.100 (d) – added how we handle comp time payout when an employee's employment is terminated
5.110 – added language to clarify that extra time for working on a holiday is does not include the observed holiday. Fixed grammar to match other policies throughout the manual.
5.120 – changed response time to be 30 minutes for those on call and that they will be paid $25 per day while on call
5.130 – clarified in policy that training pay is only for employees who are training employees that they do not directly supervise.
5.140 (a) – added snowplowing event as an example of emergency for emergency call back policy.
6.020 (d) – added the defined work period for P&R as required by FLSA.
6.040 – added clarifying language to match timekeeping practices for crossing guards
6.060 – clarified that the direct deposit form can be turned into Human Resources and not only the specialist.
7.010 – fix grammar error.
7.080 (c) – Removed position that is we no longer have.
7.140 – adding that part-time employees to have access to the community center for employee only.

7.150 – changing up health and wellness policy to match our wellness program that we have put into place and adding that PT can have some paid wellness time.
8.020 – clarifying that leave without pay for non medical reasons isn't required to use sick pay so that this policy no longer conflicts with the sick leave policy.
8.020 (a) & (b) – added word consecutive to clarify the policy.
8.030 (b) – added word consecutive and "in total" to clarify the policy
8.030 (c) – added words paid or unpaid to clarify that when an employee calls out sick regardless if part-time or if leave is paid or not the department head, supervisor or HR can request a doctor's note.
8.060 (d) – added word consecutive to match leave procedures policy in 8.030.
8.070 – changed title of sick leave section to say Paid Sick Leave.
8.070 (b) – added that sick leave will be pro-rated based off hire date to match our current practice.
8.070 (d) – added that sick leave can be used for any event that would otherwise be covered by FMLA, such as the birth of a child, adoption, etc. Also added examples of what abuse and excessive sick leave could be.
8.080 – changed that a reason for donated leave could be for a medical condition that puts the employee out of work and not just emergencies. Changed that the employee must be absent for at least 40 consecutive hours. Changed that the board may accept documentation other than doctor's note. Medical condition is defined as any condition that's eligible under FMLA.
8.080 (d) (5 &6) – changed the bank hours to be capped at 1,100 hours. Added that employees who are retiring can donated sick leave that they would be allowed to cash out.
8.100 (j) – fixed a couple of typos
8.120 – fixed a typo
8.150 – added that HR needs to be notified when an employee is placed on admin. Leave.
9.040 – changed language to state dresses, skirts & shorts need to be professional-length. Defined professional-length. Changed policy to allow jeans that do not have holes or are frayed.
9.160 (b) – changed language since having a valid permit is no longer required by the state of utah
11.020- fixed a typo
12.010 (d) (2)- fixed error that states age is over 40 when the law is for anyone 40 or older.
13.100 (c) (1) – added and removed positions that are subjected to random non-dot drug screens
13.150 - Changed wording to match our background check policy to be consistent
14.130 – added positions that are subjected to random dot drug screens
14.240- Changed wording to match our background check policy to be consistent
15.010 (a), (e) & (f) – fixed language to match current practice
15.010 (g) – added positions that are subjected to annual background checks
15.010 (i) (2) – added that plea in abeyance will be considered a conviction for our background check policy
15.010 (l) – added that notice is required of employees who have been cited, arrested or charged in relation to violence, drugs, alcohol, sexual offense or felony offense.
15.030 – fixed language to match current practice.
16.050 (e) – added supervisor as a person who can be notified of defective equipment.
16.120 (b) (4) – changed wording so that the employee is instructed to call 911 vs being transported to nearest ER.
16.120 (c) (3) (a) (iv) – added that rapid drug screen may be done for post accidents when necessary
16.130 – fixed language to match current practice
17.030 (e) – changed wording so that employee may contact their supervisor, department head or city manager when there is a natural disaster.
18.050 (b) – changed language to match current practice
19.010 (d) & (g) – Updated policy to match current practice and updated meal reimbursement policy for travel to match the current State rates.
19.020 - updated title to Administrative Services Director
19.020 (c) (2) – removed form that doesn't get used.
19.030 – added a fuel card policy
19.040 – updated title to administrative services director & updated items that are pre-approved.
20.110 – added Facility Maintenance Superintendent as person who may take a vehicle home.
21.060 – added that personal phones may not be used for work purposes during period of FMLA
25.030 – added the probationary discipline as a level
25.080 – Changed the title of the section to better distinguish the difference between new hire probationary period and disciplinary probation.
25.110 – added the word appointed to clarify the meaning the policy
25.120 - Added language to clarify how much notice an employee needs for a disciplinary action hearing. Also added that HR Manager or City Attorney must be present at hearing.
25.130 – changed the title of the section to better clarify the reason for the section. Also made edits to match current practices.
25.140 – added word new hire to clarify what we are referring to
25.150 – added a section for disciplinary action for PT, seasonal & temporary employees so that supervisors and department heads have better guidance on how to handle this for these employees.

26.030 & 26.040 -added language to clarify that those who resign in lieu of or are terminated due to lacking skill sets or not obtaining required certification will not be considered terminated for cause and will be eligible for rehire.
26.090 – edited to match current practice.
Appendix Forms – added QR code for employees to be able to easily access forms referenced in the policies

Action Items

Council will need to decide whether to approve Resolution R23-27 amending the policies and procedures manual with the above-mentioned edits.

RESOLUTION R23-27

A RESOLUTION UPDATING AND APPROVING COMPREHENSIVE EDITS TO THE SYRACUSE CITY PERSONNEL POLICIES AND PROCEDURES MANUAL.

WHEREAS, the City Council has determined that necessary changes to the Syracuse City Personnel Policies and Procedures Manual are needed;

WHEREAS, Syracuse City Staff has reviewed the Syracuse City Personnel Policies and Procedures Manual and has recommended various comprehensive edits throughout the Policies and Procedures Manual;

WHEREAS, the City Council has determined that approval of the amendment to the Syracuse City Personnel Policies and Procedures Manual will help promote the orderly operation of the City;

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF SYRACUSE DAVIS COUNTY, STATE OF UTAH, AS FOLLOWS:

SECTION 1: Amendments. That the proposed amendments to the Syracuse City Personnel Policies and Procedures Manual, attached hereto as Exhibit A, are hereby adopted and considered amended.

SECTION 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

SECTION 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 12th DAY OF SEPTEMBER, 2023.

SYRACUSE CITY

ATTEST:

_____
Cassie Z. Brown, City Recorder

By:_____
Dave Maughan, Mayor

SYRACUSE CITY CORPORATION

Personnel
Policies and Procedures
Manual

City Mission Statement:
"To provide quality, affordable services for its citizens, while promoting community pride, fostering economic development, and preparing for the future."

Effective
Updated 2023~~2022~~

This document supersedes all personnel policies and procedures previously established or approved by Syracuse City.

SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

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PERSONNEL POLICIES AND PROCEDURES

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SYRACUSE CITY
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CHAPTER 1
INTRODUCTION

1.010. Purpose.
1.020. Applicability.
1.030. Interpretation.
1.040. Amendments.
1.050. Distribution.
1.060. Acknowledgement Form.
1.070. Disclaimer.
1.080. Conflicts.
1.090. Reasonable Accommodation for Disabilities.

1.010. Purpose.

The purpose of these Personnel Policies and Procedures ("Policies and Procedures") is to provide guidelines and information for City employees to assist them in performing and pursuing competent and satisfying employment with the City. It is the intent of the City to comply with all Federal and State laws and regulations applicable to the City and/or its employees, whether mentioned herein or not.

1.020. Applicability.

These Policies and Procedures shall apply to all City employees and appointed officers, except where otherwise specifically excluded. These Policies and Procedures do not apply to elected officials, members of commissions and committees, or persons engaged under contract to supply professional or technical services. These Policies and Procedures are in addition to any other department-approved policies and procedures or operational standards, including, but not limited to, Police Department and Fire Department policies and operational standards.

1.030. Interpretation.

The City Manager shall provide the official interpretation of these Policies and Procedures. The department heads and supervisors shall be responsible for implementing these Policies and Procedures within their departments under the direction of the City Manager and the Human Resources Manager.

1.040. Amendments.

Personnel practices and procedures are in a constant state of change and the City will review the policies and procedures set forth herein as needed to best serve the needs of the City and its employees. The City reserves the right to unilaterally alter, amend, except or revoke any policy, practice or procedure set forth herein in its sole discretion. All amendments shall be approved in writing by resolution of City Council. Any minor amendment, being defined as one that does not significantly alter a policy herein, will be submitted to the City Council for review at the next regularly scheduled work session. If there are no objections from the Mayor of members of the City Council, the proposed minor policy amendment shall be deemed approved. At the request of the Mayor or any member of the City Council, any minor proposed amendment shall be scheduled for the next regular City Council meeting for a vote by the council.

1.050. Distribution.

A copy of these Policies and Procedures and any amendments hereto shall be made available to all employees and appointed officers in electronic or hard copy format. Employees will be notified in writing of any amendments to these Policies and Procedures. The content of the amendments will be made available in electronic format unless a hard copy is requested by the employee. The City shall be responsible for keeping the electronic and hard copy of the Personnel Policies and Procedures up to date with amendments. A log sheet shall be provided by the City to assist in recording and tracking updates.

1.060. Acknowledgment Form.

City employees are responsible to be aware of and adhere to all the provisions of these Policies and Procedures and any amendments hereto. Each employee shall sign and submit to the City an Acknowledgment Form (See Appendix A), as provided by the City, attesting to the fact that he or she has received instructions on how to access a copy of these Policies and Procedures and any amendments to these Policies and Procedures and has agreed to read and understand the provisions set forth herein. Submission of a signed Acknowledgement Form shall be a condition of employment for all employees. The signed Acknowledgment Form shall be filed in the employee's personnel file.

1.070. Disclaimer.

The information contained herein, and any amendments or alterations hereto, do not constitute a contract or agreement of any kind between the City and its employees. No person other than the City Manager and the Mayor, as applicable stated by city code and state code, with the advice and consent of the City Council, has the authority to enter into an agreement with any employee for any specified employment term or to make any commitments contrary to the relationship of City employees. Any such agreement or commitment must be made in writing. The information and policies contained herein shall not constitute or create any rights in or obligations to any persons or parties other than to the City and its employees. Nothing herein shall be construed to limit the City's right to discharge an employee or to create any other obligation or liability on the City. The City alone shall be entitled to enforce or waive the provisions of any policy, practice or procedure set forth herein.

1.080. Conflicts.

Except as otherwise specifically provided, these Policies and Procedures supersede all prior letters, memoranda, resolutions, policies, and procedures of the City which are inconsistent with the matters stated herein. In the event of a conflict between any of the provisions set forth herein or with department approved policies and procedures, the more restrictive provision shall apply. If any provision or part of these Policies and Procedures or the application thereof is found to be in conflict with any State or Federal law or City Ordinance, the conflicting provision or part is hereby declared inoperative to the extent of the conflict, but such conflict shall not affect the operation of the remainder of these Policies and Procedures or any of their application.

1.090. Reasonable Accommodation for Disabilities.

Any City policy, program, or practice that has an intended or unintended effect of discrimination against or the maintenance of accessibility barriers to those with disabilities, as defined under the Americans with Disabilities Act, is subject to modification as a reasonable accommodation for those with disabilities. Barriers that are immediately apparent and which may be overcome through minimal effort by a present city official should be removed or overcome without delay. Requests for reasonable accommodation that require permanent changes to programs or policies shall be referred to the City's ADA Coordinator, who is the Human Resource Manager.

CHAPTER 2
ADMINISTRATION

2.010. Human Resource Manager.
2.020. Job Descriptions.
2.030. Classification Plan.
2.040. Personnel Records.
2.050. Employee Inquiries and References.

2.010. Human Resource Manager.

The City has created the position of Human Resource Manager. The Human Resources Manager is responsible for the administration and implementation of these Policies and Procedures and applicable City Ordinances. The duties and responsibilities of the Human Resources Manager, with respect to these Policies and Procedures, include, but are limited to, the following:

(a) to develop, implement and administer these Policies and Procedures;

(b) to promote the fair treatment of employees and the administration of these Policies and Procedures; and

(c) to review these Policies and Procedures and recommend suggestions or changes deemed necessary to the City Manager.

2.020. Job Descriptions.

The City should provide and maintain a current job description for each employment position available within the City. Each job description should include the scope of responsibility, supervisory duties, typical duties, qualifications, knowledge, skills and abilities, essential functions, and physical demands and job environment. All employees will be assigned to employment as provided in an established job description and must be able to meet the requirements for performing the essential functions of the position to which assigned (with or without a reasonable accommodation to the extent required under the Americans with Disabilities Act). Recruitment and hiring of new employees should be based on the requirements and duties listed in the relevant job description.

2.030. Classification Plan.

The City shall establish and adopt a Classification Plan setting forth the positions and corresponding job descriptions of City employees.

2.040. Personnel Records.

(a) Personnel Records. Federal and State law requires employers to keep detailed data about their employees. It is the policy of the City to maintain personnel records concerning its employees in accordance with applicable Federal and State law. Such records may include, but are not limited to, records regarding hiring, compensation, leave, awards, grievances, disciplinary action, education, training, and other relevant records.

(b) Updates. Each employee is responsible for keeping the City notified of any changes in employee information such as name, address, telephone number, tax exemptions and related information so that the employee's personnel records may be accurately maintained.

(c) Maintenance. Personnel records shall be maintained, classified, and accessed in accordance with the Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., and the Utah Municipal Records Retention Schedule, as adopted and amended by the City.

(d) Access. Pursuant to *Utah Code Ann*. §§ 67-18-1, *et seq*., as amended, employees of the City have the right to examine and make copies of documents in their own personnel files. Upon written request from an employee, the City shall produce the employee's personnel file for inspection and copying during regular business hours. Such inspection and copying shall be under the direct supervision of the Human Resources Manager, or his or her designee. Access and examination of personnel records by persons other than the employee must provide a written request and is subject to the provisions of the Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., as adopted and amended by the City. Access and examination of personnel records by the City Manager and/or the employee's direct Department Head, or his/her designee, will be provided upon written request which will be kept with the personnel file and is not subject to the provisions of the Government Records Access and Management Act. Requests by a Department Head to access and examine personnel records of an employee that he/she does not directly supervise must have approval by the City Manager.

2.050. Employee Inquiries and References.

All inquiries from outside parties regarding current and former employees shall be directed to the Human Resources Manager or his or her designee. For purposes of extensive background investigations on current and former Police Officers a liability release form signed by the employee is required and the Police Chief in cooperation with the Human Resource Manager may respond to questions with factual information. Pursuant to the Employer Reference Immunity provisions of Utah law, as set forth in *Utah Code Ann*. § 34-42-1, as amended, an employer who in good faith provides information about the job performance, professional conduct, or evaluation of a former or current employee to a prospective employer of that employee, at the request of the prospective employer of that employee, may not be held civilly liable for the disclosure or the consequences of providing the information. Notwithstanding statutory protection, the City reserves the right to require a written reference and liability release form from former employees regarding requested references. Reference and liability release forms may also be filled out by employees upon termination of employment with the City.

CHAPTER 3
EMPLOYEE HIRING

3.010 Equal Opportunity Employer.
3.020. Employment Philosophy.
3.030. Employment of Relatives (Nepotism).
3.040. Employment of Minors.
3.050. Authority to Hire.
3.060 Recruiting.
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3.080. Advertising.
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3.140. Employment Eligibility Verification.
3.150. Employee Orientation.
3.160. Disqualification.
3.170. Rehires.

3.010 Equal Opportunity Employer.

Syracuse City is an “Equal Opportunity Employer" and it is the policy of the City to comply with Federal and State equal employment opportunity laws and guidelines. The City shall not discriminate in the hiring, employment, promotion, evaluations, or other employment practices with respect to its employees on the basis of race, color, religion, sex, national origin, political affiliation, age, pregnancy, childbirth or pregnancy-related condition, disability, status as a veteran, or genetic information, in accordance with applicable Federal and State laws. It is the policy and commitment of the City to protect the civil rights of all employees and applicants for employment with the City and to provide a work environment free from discrimination and harassment.

3.020. Employment Philosophy.

The City Council shall adopt and maintain a Recruitment & Retention Policy for the city, which purpose is to attract the best talent possible, motivate and retain that talent for the overall benefit of the citizens. The City seeks to attract and retain the most highly qualified and competent employees who exhibit the qualities and characteristics required for and consistent with the job to be performed. Evaluation of employment applicants will be made on the basis of education, skills, experience, character, competence, ability to work and relate with co-workers, supervisors and the public, and potential job performance and learning consistent with the needs of the City and the specific position to be filled. The City may check references of the applicant before an offer of employment is made. A copy of the Recruitment & Retention Policy is attached hereto as Appendix B and incorporated herein by this reference.

3.030. Employment of Relatives (Nepotism).

It is the policy of the City to comply with the provisions of Title 52, Chapter 3, of the *Utah Code Annotated*. The City restricts the hiring of city employees’ relatives. A relative is defined as the

employees' husband, wife, parent, step-parent, nephew, niece, grandparent, son-in-law, daughter-in-law, sister, step-sister, brother, step-brother, son, step-son, daughter, step-daughter, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, or first cousin; or a spouses' grandparent, grandchild, aunt, uncle, nephew, niece, or first cousin. Guidelines regarding employment of relatives are as follows:

(a) A person may be hired within the same department as long as there is not a direct or indirect supervisor/subordinate relationship between the employees, a conflict of interest or the appearance of a conflict of interest.
(b) In the event that an employee who directly or indirectly supervises another employee whom become related as a result of a marriage, the City will attempt to find a suitable position within the City to which one of the affected employees may transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign.
(c) No employee who is related to someone within the same department shall be promoted to a Department Head or Supervisor position.

3.040. Employment of Minors.

The City may employ minors from time to time and it is the policy of the City to comply with all State and Federal laws and regulations regarding the employment of minors, including, but not limited to, *Utah Code Ann.* §§ 34-23-101, *et seq*., 29 U.S.C. §212 and 29 C.F.R. Part 570. The law prohibits employment of minors under age 14 and no one under the age of 18 may perform a hazardous job as defined by the Fair Labor Standards Act (FLSA). Please see the Human Resource Manager for further information on such duties. Employees who are 14 or 15 years of age may not work more than 3 hours on a school day, may not work past 7PM from Labor Day to June 1st, and may not work past 9PM from June 1st to Labor Day. Please see Work Hours and Breaks and Lunch Periods in Chapter 6 for additional information in regard to employment of minors.

3.050. Authority to Hire.

In accordance with the hiring provisions set forth in Title 1 (Administration) of the Syracuse City Ordinances, hiring shall be conducted as follows:

(a) With the exception of department head positions and positions required by law to be appointed by the Mayor and/or City Council, the City Manager, or his or her designee, has the authority to post, interview, and hire for all available employment positions within the City.

(b) It is the responsibility of the Mayor, with the advice and consent of the City Council, to appoint individuals to all department head positions and positions otherwise required by law, such as the City Recorder and City Treasurer. The City Manager, or his or her designee, shall assume the responsibilities of posting, interviewing, and making final recommendations to the Mayor and City Council for such positions.

3.060 Recruiting.

All recruitment shall be conducted in accordance with the City's Equal Opportunity Employer policy as set forth in Section 3.010. Any and all selecting and advancing of employees in the City personnel system shall be on the basis of the applicant and/or employee's ability, knowledge, and skill levels related to the vacant position in accordance with the City's Employment Philosophy set forth in Section 3.020. All hiring shall be based upon the job description for the specific position opening. If the

recruitment is for a newly created position, a job description, classification, and salary range shall be prepared by the City prior to recruiting for the proposed position and the position approved by the City Council in accordance with Section 3.070. Syracuse City employees that apply for and meet minimum qualifications required for an open position should be interviewed during the interviewing process with the other outside applicants. With City Manager approval and within one (1) year of termination, a previous employee who left in good standing may be recruited and rehired without going through the application process. The employee can only be rehired for the same position he/she left and will still be required to go through the pre-employment and new hire processes.

3.070. Newly Created or Existing Positions.

Newly created regular or appointed positions may be created by the City Council through authorization and approval of the job description, classification, and salary range of the position, either through the annual budget authorization or by separate action of the City Council. Any department head wishing to create a new position within his/her department shall submit a request to the ~~Human Resources Manager~~Administrative Services Director., ~~including a proposed job description, classification, and the pay range for the job.~~ If acceptable to the ~~Human Resources Manager~~Administrative Services Director & the City Manager, the new position request shall be forwarded ~~to the City Manager for review and recommendation~~ to the City Council for review and recommendation. If approved by the City Council, the Department Head shall work with the Administrative Services Director and Human Resources Manager or designee to create the job description, classification, and pay range. ~~Job openings for existing positions, which have been previously authorized by the City Council shall be reviewed by the Human Resources Manager and approved by the City Manager to initiate the hiring process.~~

3.080. Advertising.

Upon approval by the City Council for new positions and approval by the City Manager for existing positions, the Human Resources Manager or designee will prepare advertisements for job openings and post notice of such openings as provided herein. Advertising for job openings should be posted at the City Offices and a copy of the posting sent via email to each employee. In addition, and at the same time, the Human Resources Department will publicly advertise all new and vacant positions. In general, all new and vacant positions will be posted externally on the Syracuse City Website and through the Utah Department of Workforce Services. Other media, including newspapers, social media, and professional publications, may be used. Advertisements for positions shall be posted for a minimum of seven (7) days. In the event of an open Full-Time position that is the same job title and job description as a filled Part-Time position, the Supervisor may have the option to advertise the open Full-Time position internally but must be advertised internally at all departments. Non-public safety departments can hire from an applicant pool from a previous job advertisement if it is within 6 months of the posting date. Public safety departments can hire from a previous job advertisement if it is within 1 year of the posting date.

3.090. Open Position Notices.

Open position notices prepared by the Human Resources Manager or designee should contain a statement indicating the City's Equal Opportunity Employer status. Open position notices should also specify what application information is required (resume, cover letter, etc.), where job applications may be obtained, instructions on returning completed applications, and the deadline for filing an application.

3.100. Application Process.

(a) An application for employment will be accepted from applicants for employment using the online applicant tracking software on the City website at www.syracuseut.gov. No one under the age of eighteen (18) may apply for or be hired for full-time employment with the City. No one under the age of fourteen (14) may apply for or be hired for any employment position with the City.

(b) Completed applications will be kept on file for the open position and shall be retained in accordance with the Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*.

(c) All job applications shall be electronically signed by the job applicant and the truth of all information contained therein shall be certified by the job applicant's signature. The job applicant shall provide a copy of required certified educational transcripts either with the application or upon hire.

(d) Applications may be rejected for, but not limited to, the following reasons:

(i) The applicant does not meet the minimum qualifications established for the position;

(ii) The applicant voluntarily indicates that he or she is physically or mentally unable to perform the essential duties and responsibilities of the position with or without reasonable accommodation(s) (determined only after a conditional offer of employment has been extended to a job applicant and pending the results of a medical examination);

(iii) The applicant has falsified a material fact or failed to complete the application;

(iv) The applicant failed to timely file the application;

(v) The applicant has an unsatisfactory employment history or poor work references; or

(vi) The applicant failed to attain a passing score, if an examination is required.

3.110. Interviews.

The Human Resources Manager or designee, in conjunction with the hiring department head or the City Manager, will select applicants to interview from those who have passed the preliminary screening tests and job applications. Job related duties and qualifications will provide the basis for initial screening of job applicants. Individuals conducting job interviews shall only ask questions that pertain to the job position. A structured interview guide shall be developed and reviewed by the Human Resources Manager or designee and the department head filling the position before the interview begins. The guide will be developed in accordance with the Syracuse City Equal Employment Opportunity policy. During the interview, each interviewer will complete the structured interview guide developed for the position. If a point system is used by the interview panel, then the following, non-cumulative preference points shall be applied to the overall score at the end of the process: 5% to eligible Veterans and 10% to disabled Veterans or purple heart recipients. If a point system is not used for the interview, then Veteran preference is used to decide between candidates who are in equal contention for the position at the conclusion of the interviews, in favor of the Veteran. In the case of an eligible spouse, widow, or widower, shall be given the same percentage and preference the qualifying Veteran is, or would have been, entitled to. The Veteran or eligible spouse, widow or widower must bring a copy of their Certificate of

Release or Discharge from Active Duty (DD214 Form) to the interview to claim Veteran's Preference. An eligible spouse, widow or widower, is defined as the spouse of a veteran who is unemployed and 100% disabled or has retired, separated or resigned due to such disability; OR is a widow of a Veteran that served during war through 1952-1955; OR is a widow of a Veteran that died while active duty. The Human Resources Manager or designee shall be given the opportunity to attend all interviews for Full-Time positions.

3.120. Testing and Investigations.

Applicants for positions with the City may be subject to competitive testing or condition of employment testing which may include, but is not limited to: determination of bondability, rating of education and experience, written, oral, or physical tests, drug testing, medical examinations, driving record evaluations, and/or background investigations in accordance with these Policies and Procedures and applicable provisions of law. *See*, Chapters 13-15 of these Policies and Procedures regarding Employee Testing and Evaluation. The structure and methods of testing shall be reviewed by the Human Resources Manager or designee prior to the testing being conducted.

3.130. Job Offers.

After a job applicant is approved by the Human Resources Manager or designee and the hiring department head (and City Council as applicable for department head positions), with the consent of the City Manager, the Human Resources Manager, designee or department head in coordination with the Human Resources Manager, shall notify the successful job applicant of his or her conditional selection through: (1) a telephone call; and (2) a written job offer letter. To accept a job offer, the candidate must sign the written job offer, thereby making the offer official. The original job offer letter is then filed in the employee's file and a copy is given to the new employee. A job offer cannot be made any sooner than seven (7) days of posting. Written job offer letters will include the following:

(a) The employee's job title;

(b) A clear statement of the job description;

(c) The employee's supervisor;

(d) The employee's starting salary (starting salary offers for exempt positions shall be figured as both an annual and bi-weekly amount and starting salary offers for non-exempt positions shall be figured as the equivalent hourly wage);

(e) Any applicable relocation commitments;

(f) A summary of the benefits in which the employee will be eligible to participate;

(g) Syracuse City's at-will employment policy, to the extent applicable;

(h) The employee's starting date;

(i) The length of the employee's probationary period;

(j) Notice that employment is contingent upon passing a background investigation, drug testing, driving record evaluation, medical examination, ~~and~~ any other testing or

investigation, and copies of required certifications to the extent required under these Policies and Procedures for the particular position.

3.140 Employment Eligibility Verification.

In conformance with the "Immigration Reform and Control Act of 1986" (P.L. 99-603) and in order to avoid monetary penalties for the hiring of illegal workers, the Human Resources Manager or designee shall establish an employment verification system, and shall verify that all applicants for vacant positions or persons hired to fill vacant positions are authorized to work within the boundaries of the United States.

3.150. Employee Orientation.

On the first day of work the new employee should receive a general orientation concerning applicable benefits, compensation practices, personnel policies and procedures, vacation, holiday and sick leave, work hours, parking, and various employment expectations. After a new employee is hired, he or she shall fill out all required pre-employment forms, benefit applications, and enrollment forms. In addition to any other required forms, the following forms shall be filled out by all new employees:

(a) Employment Eligibility Verification Form (Form I-9);

(b) Federal Withholding Statement (Form W-4);

(c) Utah New Hire Registry Reporting Form;

(d) Applicable Utah Retirement System (URS) Form;

(e) Syracuse City Direct Deposit Form;

(f) Personnel Policies and Procedures Acknowledgement Form; and

(g) If applicable, all benefits enrollment forms.

3.160 Disqualification.

The City reserves the right to reject any application which indicates on its face that the applicant does not possess the minimum qualifications required for the position. Applicants and subsequently hired applicants who make false statements or who are found to have engaged in any type of deception or fraud in the application or testing process may be rejected or terminated, if hired.

3.170 Rehires.

Job applications received from former employees will be processed using the same procedures and standards that govern all other non-employee applications. The Human Resources Manager or designee will review the former employee's personnel records and the circumstances surrounding termination of previous employment with the City. Former employees who have been terminated for cause, or who voluntarily resigned while facing disciplinary action, or who did not give a two (2) week notice are not eligible for rehire. Employees who voluntarily resign in lieu of or are terminated due to lacking skill sets, unable to pass training or obtaining required certifications will not be deemed as "for cause" and will be eligible for rehire. Employees must give a two (2) week notice in order to be eligible for rehire unless deemed otherwise at the discretion of the City Manager. Eligibility for rehire should be noted

on termination forms. Applicants who are rehired shall be required to serve a probationary period in accordance with these Policies and Procedures. Former employees who terminated employment with the City in good standing may maintain the original anniversary date for benefit purposes if they are re-employed by the City within one (1) year after the date of termination.

CHAPTER 4
EMPLOYMENT STATUS

4.010. General Policy.
4.020. Employee Definitions.
4.030. FLSA Employment Status.
4.040. Probationary Employment Period.
4.050. Light Duty Status.
4.060. Volunteers.
4.070. Court Ordered Service.

4.010. General Policy.

Employment positions within Syracuse City are defined and classified into various categories that relate to employment status, hiring procedures, compensation, benefits eligibility, and applicability of certain Federal and State laws. Such categories are subject to change depending upon the requirements of State and Federal law, City policy or City Ordinances.

4.020. Employee Definitions.

Each employee position available with the City is defined and categorized as one of the following, depending upon the number of required working hours for the particular position and/or the temporary nature of the position. Elected officials are excluded from these categories.

(a) Full-Time. An employee working in a position for which the normal work schedule is forty (40) or more hours per week is considered a full-time employee. Full-time employees are eligible for participation in City provided benefits programs as more particularly set forth in these Policies and Procedures.

(b) Part-Time. An employee working in a position for which the normal work schedule is less than thirty (30) hours per week is considered a part-time employee. Part-time employees are not eligible for benefits except as expressly provided herein or otherwise required by law. Part-time employees are at-will and may be terminated at any time with or without cause, without appeal.

(c) Seasonal. An employee working in a position that is expected to work for six (6) months or less per year and which the need for the position ends typically in conjunction with a season is considered a seasonal employee. Seasonal employees are not eligible for benefits except as expressly provided herein or otherwise required by law. Seasonal employees are at-will and may be terminated at any time with or without cause, without appeal.

(d) Temporary. An employee working in a position that is expected to work for six (6) months or less per year, less than thirty (30) hours per week and which the need for the position ends after a single project is not typically repeated each year is considered a temporary employee. Temporary employees are not eligible for benefits except as expressly provided herein or otherwise required by law. Temporary employees are at-will and may be terminated at any time with or without cause, without appeal.

(e) Intern. A temporary employee who is attending courses related to the position and is expected to work for eighteen (18) months or less and less than thirty (30) hours per week. Intern employees are not eligible for benefits except as expressly provided herein or otherwise required by law. Intern employees are at-will and may be terminated at any time with or without cause, without appeal.

4.030. FLSA Employment Status.

To facilitate provisions of the Fair Labor Standards Act ("FLSA") regarding employee eligibility for overtime compensation, employees shall be classified as either exempt or nonexempt. These categories are defined as:

(a) Exempt. Employees who are not covered by or subject to the overtime requirements and regulations of the FLSA are deemed "exempt." Employees are classified as exempt based upon the nature of the work, conditions of employment, and criteria set forth in the FLSA and related Federal rules and regulations.

(b) Non-Exempt. Employees who are covered by and subject to the overtime requirements and regulations of the FLSA are deemed "non-exempt."

4.040 New Hire Probationary Employment Period.

(a) All newly hired Full-Time employees shall be subject to a twelve (12) month Probationary Period. The Probationary Period shall begin on the first day of employment and shall continue for twelve (12) months thereafter. The Probationary Period is established to evaluate the performance and potential of the new employee, determine the employee's retention, possible transfer, or termination, and to give the employee the chance to evaluate the job.

(b) At any time during the New Hire Probationary Period, the employee may be terminated by the City with or without cause and without right to due process, notice, or appeal in connection with the termination.

(c) At any time during the New Hire Probationary Period, if the employee's department head has concerns regarding the employee's performance or if the employee is facing disciplinary action, the department head may extend the New Hire Probationary Period. The Police Chief & the Fire Chief may extend an employee's New Hire Probationary Period by six (6) months if the employee is going through training requirements to become certified.

4.050. Light Duty Status.

Employees that incur a medical condition and are recommended by a medical doctor to only be involved in "light duty" activity may be assigned work in accordance with light duty operations and functions as approved by the Human Resources Manager in cooperation with the Department Head. Light duty assignments will be temporary and short term in nature, usually not exceeding thirty (30) workdays. Each case will be reviewed independently and will only be extended for extenuating circumstances. Light duty assignments over thirty (30) days must be approved by the City Manager. Fire-fighting employees working 24-hour shifts that are placed on light duty status will be scheduled to work 40-hour work weeks.

For employees that incur a work-related medical condition and are recommended by a medical doctor to be released to work on "light duty", the department head will pursue any and all available options to accommodate the light duty for the employee. Fire-fighting employees working 24-hour shifts that are placed on light duty status will be scheduled to work 40-hour work weeks. In an attempt to prevent the claim from moving to a lost time claim and to reduce costs of the worker's compensation claim, the city will temporarily convert the hourly pay rate of the fire-fighting employee working 24 hour shifts to an amount equivalent to their regular paycheck. Once that employee is released to full duty, their hourly pay rate will revert to their previous wage.

4.060 Volunteers.

(a) Volunteers are persons who donate services as authorized by the City without pay or other compensation other than expenses actually and reasonably incurred as approved by the City, exclusive of "court ordered" volunteers as set forth in Section 4.070. The City Manager may establish volunteer programs and develop guidelines for the use of volunteers. Volunteer programs and guidelines proposed by the City Manager that are either outside of the current adopted budget or involves an exceptional amount of risk would require approval from the City Council. All volunteers providing services for the City may be required to sign an agreement (See Appendix C) defining the nature and terms of the volunteer services. A volunteer may not donate any service to the City unless the volunteer's services are approved by the City Manager and the volunteer has submitted a signed volunteer form to the City as required herein.

(b) Volunteers may be provided protections under the Volunteer Government Workers Act, as set forth in *Utah Code Ann*. §§ 67-20-1, *et seq*., as amended, which provides volunteers may be deemed an employee of the City for purposes of workers' compensation benefits, operation of motor vehicles, and liability protection and indemnification normally afforded paid government employees.

4.070. Court Ordered Service.

Court ordered community service volunteer labor is authorized but shall be accepted at Syracuse City only when ordered through the Syracuse City Justice Court. Court ordered volunteers may be considered an employee of the City for purposes of workers' compensation benefits as more particularly provided in the Volunteer Government Workers Act, as set forth in *Utah Code Ann*. §§ 67-20-1, *et seq*., as amended, regarding "compensatory service workers," as defined therein.

CHAPTER 5
COMPENSATION

5.010. General Policy.
5.020. Recruitment & Retention Policy
5.030. Pay Grade for New Employees.
5.040. Pay Progression.
5.050. Meritorious Performance.
5.060. Merit Increase for those at the Range Maximum.
5.070. Cost of Living Adjustments.
5.080. Position Adjustments.
5.090. Overtime.
5.100. Compensatory Time.
5.110. Holiday Pay.
5.120. On-Call Pay.
5.130. Training Pay.
5.140. Emergency Call Back.
5.150. Special Programs.
5.160. Outside Overtime.
5.170. Wildland Fire Program.
5.180. Severance Pay.

5.010 General Policy.

Syracuse City will pay at least minimum wage and overtime to all Non-Exempt employees in accordance with applicable provisions of the Fair Labor Standards Act (FLSA). Syracuse City may compensate all Exempt employees with time off for extra hours worked as more particularly set forth herein. Syracuse City will also provide equal pay to all employees doing similar work which requires substantially equal skill, effort, and responsibility and are performed under similar working conditions in accordance with the FLSA and the Equal Pay Act of 1963.

5.020. Recruitment & Retention Policy

(a) Recruitment & Retention Policy. The City Council shall adopt and maintain a Recruitment & Retention Policy for the City, including minimum and maximum rates of pay for each position within the City's personnel system and such intermediate steps or grades as deemed necessary and equitable for employee compensation ("Recruitment & Retention Policy"). The Recruitment & Retention Policy may also include salary administration guidelines, position pay grade schedule, and salary schedule, as adopted by the City. Salaries shall be linked to the position classification plan and may take into consideration the following prevailing practices and factors: ranges of pay for other positions; prevailing rates of pay for similar employment in both public and private organizations; cost of living; market trends, other benefits; and the financial policy and economic conditions of the City. Independent market studies may be authorized at the discretion of the City Council when deemed necessary. Compensation for statutory officers shall be subject to public hearing requirements and adopted by ordinance of the City Council in accordance with applicable provisions of *Utah Code Ann*. § 10-3-818, as amended. A copy of the Recruitment & Retention Policy is attached hereto as Appendix B and incorporated herein by this reference.

(b) Updates and Amendments. The Recruitment & Retention Policy should be reviewed and analyzed annually by the Human Resources Manager and City Manager who may recommend appropriate changes to the City Council. The City Council may review and make appropriate changes to the Recruitment & Retention Policy at any time in accordance with applicable procedures regarding the same. Implementation of any recommended adjustments to the Recruitment & Retention Policy shall be subject to City Council approval and availability of funds. Any amendments or updates to compensation or compensation schedules for statutory officers shall be subject to public hearing requirements and adopted by ordinance of the City Council in accordance with applicable provisions of *Utah Code Ann*. § 10-3-818, as amended.

5.030. Pay Grade for New Employees.

Pay for newly hired employees shall be set within the pay range assigned to the specific job position based on qualifications and experience. The Department Head may offer a wage within the pay range up to midpoint or the budgeted amount without prior approval. For wages above midpoint, the Department Head must have prior approval from the City Manager. For any wages above budget, regardless of where it falls in the wage scale, the Department Head must have prior approval from the City Council.

5.040. Pay Progression.

Progression within the salary and wage scale for any given position may be based upon the recommendation of the City Manager with final approval given by the City Council. In making recommendations~~,~~ for pay progression or special adjustments, the City Manager shall consider the level of responsibility, performance, length of service, market conditions or other factors. Employees may advance through the salary and wage scale at a minimum of a half-percent (.5%) wage increase up to a maximum of a five percent (5%) wage increase per fiscal year as authorized within the City's budget and recommendation by the Department Head. The City Manager may approve all recommended salary and wage increases up to five percent (5%). No salary or wage increase above five percent (5%) may be approved without the review and consent of the City Council.

5.050. Meritorious Performance.

The City Council may, in its sole discretion, adopt meritorious performance increase guidelines on an annual basis to provide for employee compensation increases. Such meritorious performance increase guidelines shall be adopted and effective as of the first pay period with a July start date each calendar year and shall be subject to funding in the approved budget. Full-time and part-time employees are eligible to receive a meritorious performance increase, subject to the terms and conditions set forth herein. Temporary or seasonal employees may be eligible at the discretion of the City Manager, within budgetary limits and subject to the terms and conditions set forth herein. Employees with less than 12 months of service in the performance review calendar year will receive a pro-rated meritorious increase based on the number of months employed in that calendar year, factoring in their performance score. However, employees hired on November 1st or later of each year will not receive a performance evaluation for that calendar year. Employees hired from November 1st through May 31st will receive a baseline meritorious increase of two-twelfths (2/12) of the average budgeted non-public safety merit increase. Employees who have completed their Probationary Period and who have received a satisfactory or better performance rating for performance related to the last twelve (12) months prior to the rating date shall be eligible to receive a meritorious performance increase. Employees at or above the pay range maximum and employees whose performance is rated less than satisfactory shall not be

eligible to receive a meritorious performance increase. A meritorious performance pay increase shall not exceed the maximum range of pay assigned to the specific employee position.

A Full-Time employee may choose to forego his or her merit increase in exchange for a lump sum of 25 hours into the employee's vacation leave bank. These hours are still subject to use or lose as outlined in section 8.060 (c). Employees with less than 12 months of service in the performance review calendar year will receive pro-rated vacation hours based on the number of months employed in that calendar year.

5.060. Merit Increase for those at the Range Maximum.

The City Council may, in its sole discretion, grant a merit increase not to exceed five percent (5%) of an employee's gross pay to an employee who has been paid at or above the range maximum for a minimum of five (5) years, provided the employee has received a successful or outstanding performance rating in the last year and has been employed by Syracuse City for at least eight (8) years. An employee whose salary exceeds the range maximum is eligible to receive a merit adjustment no more frequently than every five (5) years after the initial adjustment. Any subsequent increase above the range maximum shall not exceed five percent (5%) of the employee's gross pay. An employee is eligible to receive a maximum of five (5) successive adjustments beyond the range maximum. As an alternative to the annual merit increase, an employee who is being paid at or above the range maximum may receive an annual bonus in the amount equivalent to the wage/salary adjustment. No adjustment is made to the base wage/salary when a bonus is given.

5.070. Cost of Living Adjustments.

The City Council may, in its sole discretion, approve Cost of Living Adjustments ("COLA") to employee salaries and/or compensation plans or schedules. COLA increases may increase the employee's salary range maximum or the position pay range.

5.080. Position Adjustments.

(a) Promotions. Promotions are defined as a movement to a higher position that significantly increases the employee's responsibilities and/or supervisory duties. An employee who is promoted will receive an increase to the minimum wage of the entering wage scale, but at least a ~~5~~10% increase. The wage increase becomes effective on the first pay period following the date that Human Resources is notified of the promotion.~~eligible promotion date.~~ ~~Employees that promote will be eligible for a pro-rated annual merit increase for the months at the lower position and the months at the higher position.~~

(b) Non-Voluntary Reassignment or Transfer. Reassignment or Transfer is defined as an employee that is being reassigned or transferred to another position non-voluntarily, such as a reorganization of the department, etc. Except when due to a demotion or other disciplinary action, an employee who is reassigned or transferred to another position shall be paid at least the same salary received prior to reassignment or transfer. If the employee's salary exceeds the maximum of the new range, the employee is ineligible to receive a salary increase until the salary range or longevity scale increases to incorporate the employee's pay rate.

(c) Reclassification. Reclassification is defined as a change to a position, that may significantly change the job description of the position. If the City reclassifies a position to a higher level, the incumbent's salary shall be adjusted to at least the minimum of the new range and may give a salary increase, based upon increased responsibility. If the City reclassifies a position to a lower level, the ~~incumbent's~~ employee's salary shall remain the same. If the ~~incumbent's~~ employee's salary exceeds the maximum of the new range, the ~~incumbent~~ employee is ineligible to receive a salary increase until the salary range or longevity scale increases to incorporate the ~~incumbent's~~ employee's pay rate. ~~An employee is ineligible to receive COLA increases until the salary range increases.~~

(d) Advancements. An Advancement is defined as an extra pay increase that recognizes an employee's ~~movement to a higher position due to~~ improved skill, knowledge, or capability. Some advancements also include a change in title to a higher position in the wage scale, but typically does not include a significant~~ly~~ increase in the employee's responsibilities ~~and/~~or supervisory duties (e.g. Maintenance Worker I to a Maintenance Worker II). Frontline (non-supervisory) employees who meet the requirements for an advancement established in each department will receive an automatic 5% wage increase. Employees that also move ~~advance~~ to a higher titled position will receive at least the minimum of the wage scale of the new position. Each employee in a frontline position is eligible for a maximum of two advancements, if the position allows. ~~move to the bottom of the new wage scale, but at least a 5% increase.~~ The wage increase becomes effective on the first pay period following the eligible advancement date. ~~Employees that advance are also eligible for a merit increase for the same year of advancement, the merit increase will be based on the pre-advancement wage.~~

(e) Interim Appointment. An Interim Appointment is defined as an employee accepting additional duties due to an extended vacancy of another position. Interim appointments do not apply to short-term absences such as vacations or sick leave. The interim appointment must be approved by the City Manager and by the City Council for Department Head positions. The employee shall receive a 10% increase for the first thirty (30) days of the interim appointment effective the beginning of the current pay period of the appointment. The employee shall receive an additional 3% increase per month following the first thirty (30) days. The additional increase(s) will be in effect at the beginning of the next pay period following the thirty (30) days. The Interim Appointment shall end at such time the position is filled or at such time the current employee returns back to work without restrictions or is otherwise directed by the City Manager and/or the Mayor.

(f) Voluntary Demotions. An employee may submit a request to voluntarily demote. The Department Head has the discretion to accept or reject the request based on the needs of the department. If the demotion request is accepted, the employee's wage will be subject to negotiation based on demoted position, current wage scale at time of demotion, and experience.

5.090. Overtime.

The City Manager and/or Department Heads or designee may direct an employee to work overtime. Each department shall develop internal rules and procedures to ensure overtime usage is efficient and economical. These policies and procedures shall include:

1) Prior City Manager and/or Department Head approval for all overtime worked;

2) Recordkeeping guidelines for all overtime worked;

3) Verification of sufficient funds in the budget to compensate for overtime worked.

Overtime compensation standards are identified for each job title as either nonexempt or exempt.

(a) Eligibility. Except as otherwise provided herein for limited compensatory time, Exempt employees, as defined in Chapter 4, are not entitled to overtime compensation. Although working extra hours beyond the scheduled workweek may be recognized through compensatory time off for extra hours worked.

Non-Exempt employees, as defined in Chapter 4, are entitled to overtime compensation in accordance with the terms and conditions set forth in this section.

(b) Authorization. Overtime hours of all employees shall be pre-approved by the City Manager and/or Department Heads. Overtime hours shall be authorized for personnel only when absolutely necessary to provide required services or to complete a required project. Every effort should be made by the City Manager and Department Heads to keep overtime hours to a minimum. Any employee who works unauthorized overtime may be disciplined.

(c) Overtime Hours.

i. Non-Exempt Employees. Overtime shall be paid when the employee actually works more than forty (40) hours per work week. Holiday, sick, vacation, compensatory time, or time off shall not be considered hours worked for purposes of calculating overtime compensation. Hours worked over two or more weeks may not be averaged.

ii. Exempt Employees. For each hour of approved overtime worked in excess of forty (40) hours per work week, an exempt employee shall accrue an hour of compensatory time. Such compensatory time for exempt employees is not required under the FLSA and shall be considered herein as non-FLSA compensatory time or limited compensatory time.

iii. Law Enforcement Employees. Overtime shall be paid when the employee actually works more than eighty (80) hours per 14-day work period. Holiday, sick, vacation, compensatory time, or time off shall not be considered hours worked for purposes of calculating overtime compensation. Employee's performing bona fide public safety services must meet the following criteria in order to be considered for overtime compensation
    1. Be a uniformed or plainclothes sworn officer;
    2. Be empowered by local ordinance to enforce laws designed to maintain public peace and order, to protect life and property from accident or willful injury, and to prevent and detect crimes;
    3. Have the power to arrest;
    4. Be POST certified; and
    5. Perform over eighty percent (80%) law enforcement duties.

iv. Fire Protection Employees. Overtime shall be paid when the employee actually works more than one hundred and six (106) hours per 14-day work period. Holiday, sick, vacation, compensatory time, or time off shall not be considered hours worked for purposes of calculating overtime compensation.

(d) Overtime Compensation Rate. All Non-Exempt employees shall be paid overtime compensation at the rate of time-and-one-half the employee's regular rate of pay for all overtime hours worked. Payments for overtime shall be issued on the regularly scheduled pay day for the work period in which it was earned. Employees may be granted compensatory time off in lieu of overtime compensation in accordance with the provisions of the FLSA.

Exempt employees may be granted limited compensatory time off at the straight time rate for all hours worked in excess of forty (40) hours per week. FLSA Exempt employees shall not be paid cash for any overtime hours worked unless an exception is made by the City Manager.

5.100. Compensatory Time.

(a) Election. Non-Exempt employees may elect to receive compensatory time off in lieu of overtime payment in cash. Non-Exempt Employees desiring to obtain compensatory time off in lieu of overtime payment in cash shall note on their timecard.

(b) Accrual Limit. Non-Exempt employees shall accrue compensatory time at one and one-half hours of compensatory time for each hour of overtime worked. Employees who have elected to receive compensatory time in lieu of overtime payment in cash may accrue up to eighty (80) hours of compensatory time off; Fire protection employees working 24-hour shifts may accrue one hundred and twelve (112) hours of compensatory time off. Once an employee reaches the maximum, additional overtime shall be paid on the payday for the period in which it was earned. Employees may request use of compensatory time off in accordance with the leave procedures set forth herein.

If a Non-Exempt employee's status changes to Exempt, the department head shall make every attempt possible to ensure that the employee's compensatory time earned while in Non-Exempt status is used by the end of the year. If it is not possible due to staffing or critical deadlines that employee's compensatory time earned and not yet used while in Non-Exempt status shall be paid out on the first pay period ending in January at the rate of pay before the transfer took place.

Exempt employees may be granted compensatory time off at the straight time rate for all hours worked (including any hours worked on a holiday) in excess of forty (40) hours per week. For each hour of overtime worked over forty (40) hours, an Exempt employee shall accrue an hour of compensatory time. Exempt employees may accrue up to eighty (80) hours of compensatory time off. Leave and holiday time within the work period may not count as hours worked when calculating compensatory time. Any compensatory time earned by an Exempt employee is not an entitlement, a benefit, nor a vested right. Any compensatory time earned by an Exempt employee shall lapse by the first pay period ending in January of each year.

If an Exempt employee's status changes to Non-Exempt, that employee's compensatory time earned while in Exempt status shall lapse if not used by the first pay period ending in January of the year after the transfer takes place. Exceptions may be granted at the discretion of the City Manager.

(c) Use and Rate. Department Heads and/or the City Manager shall arrange for an employee's use of compensatory time as soon as possible without unduly disrupting agency operations or endangering public health, safety, or property. Payments for compensatory time off shall be paid at the employee's regular rate of pay at the time the employee receives such payment. Exceptions to this overtime compensation policy may be granted by the City Manager, in accordance with the rules governing FLSA.

(d) Termination. Upon termination all accrued compensatory time will be paid out at the employee's regular rate of pay.

5.110. Holiday Pay.

Full-time Non-Exempt employees who are not engaged in bona fide Law Enforcement and Fire Protection services that are requested by their supervisor and/or department head to work on the actual City-recognized holiday (does not include the observed day) will be compensated at a rate of ~~one and one-half~~ 1.5 times their hourly wage for each hour worked. This compensation will be in addition to any paid holiday leave provided by the City. For list of paid Holiday's see Section 8.090.

5.120. On-Call Pay.

Non-Exempt employees who are required to be assigned to on-call status will be issued a city communication device. Employees who are on-call shall carry a communication device, respond within thirty (30)~~15~~ minutes if contacted, and shall be expected to report to work if deemed necessary. Time responding to a call or reporting to work will be considered as hours worked and shall be recorded in thirty~~fifteen~~ (30~~15~~) minute increments on the employee's timecard. Employees who do not respond in a timely manner or do not report to work when deemed necessary may be subject to discipline up to and including termination.

On-call employees shall be paid $25~~0~~ per calendar day and shall record on-call days on his or her timecard during that pay period.

5.130. Training Pay.

With City Manager approval, employees who are assigned by Department Heads, or their designee, to train new employees who they do not directly supervise may be eligible for training pay. This additional compensation shall be paid at the same rate as the City's on-call pay. To be eligible, the training employees must spend at least half of the daily scheduled work period directly training and overseeing the new employee. Employees submitting for training pay shall record the number of training days, during that pay period on his or her timecard.

5.140. Emergency Call Back.

(a) Definition. For purposes of this policy, the definition of 'emergency' is an unscheduled event, typically related to an urgent matter of public safety, which causes an employee to be called in for work by his or her supervisor to meet an unplanned staffing need. Examples include a public safety incident such as a house fire, officer- involved shooting, snowplowing event, or water main break, which tends to require additional staff resources. An emergency is not something that is related to a scheduled event, such as asking an employee to come into work to work on something to meet a deadline or to attend training.

(b) Policy. When a non-exempt employee is called back due to an emergency and has prior written approval to use vacation leave, holiday leave or compensation leave within the same pay period, the employee will have the option of either taking the paid vacation leave, holiday leave or compensation time in addition to the callback hours worked; or the

option to credit his or her accrued vacation leave, holiday leave or compensation time equal to the emergency callback hours worked. As previously indicated herein, only hours actually worked will be counted for purposes of calculating overtime.

5.150. Special Programs.

Special programs apply to employees who participate in programs outside of their regular employment, such as Seat Belt Enforcement, D.U.I. Enforcement, Metro Narcotics Task Force, Internet Crimes Against Children Task Force, Violent Fugitive Apprehension Strike Team, or other programs funded by federal or state grants. If the program pays a compensation rate of 1.5 times the employee's regular hourly rate, then the City will compensate the employee at the rate of 1.5 times his/her regular rate of pay for hours spent participating in the special program, regardless of whether the employee is accruing overtime during those hours.

Sworn Police Officers participating in special programs may count hour for hour as leave time for purposes of timekeeping with the City. Only vacation or banked holiday time may be utilized for such leave time and the leave time may only bring the employee up to eighty (80) hours for the pay period. With the exception of Metro Narcotics Task Force and the School Resource Program, hours worked in special programs are not considered hours worked for time keeping purposes.

5.160. Outside Overtime.

Outside overtime is defined as performing dedicated public safety related duties and services at the request of and on behalf of an outside organization, company or individual. Sworn Police Officers and Fire Personnel working outside overtime will be compensated at the rate of 1.5 times his/her regular rate of pay. Outside overtime shall be requested and scheduled directly with the Police or Fire Department. The Department shall set a standard fee to charge for outside overtime, which fee shall take into account the City's costs for salary, benefits, and usage of vehicles, equipment, and supplies.

Sworn Police Officers and Fire Personnel working outside overtime may not utilize the leave time outlined in the special programs policy.

5.170. Wildland Fire Program.

The City participates in state/federal sponsored wildland fire programs by sending firefighters to assist in fighting wildland fires in the western United States. The City will pay firefighters for actual hours worked while deployed on a Wildland Fire. However, for each day the employee would have been regularly scheduled to work 24 hours, and on which the employee works on deployment, the City will pay the employee for 24 hours regardless of the number of hours actually worked. On the first pay period ending in December of each year, the employees who worked Wildland Fires will have the option to receive pay for vacation and/or holiday leave hours up to ten percent (10%) of the total number of paid deployed hours worked during that year. Employees may not be paid more than they have in their vacation and/or holiday leave banks.

5.180. Severance Pay.

(a) Eligibility. Only those individuals employed by the City in department head positions will be eligible for severance pay. Eligible employees will only receive severance pay if they are involuntarily terminated by the City and only in those instances where the involuntary termination was not a “for cause” termination. Department head employees who are involuntarily terminated for cause or who voluntarily terminate their employment with Syracuse City will not be eligible for severance pay.

(b). Payment Amount. Severance pay provided will be paid in the form of a lump sum payment to be paid upon termination. The amount of this payment to be provided to eligible employees will be calculated according to the following guidelines:

(1) All department head employees will be eligible for a minimum severance payment amount equal to three (3) months of their salary prior to their termination.

(2) Eligible employees will receive additional severance pay equal to two (2) weeks of their salary prior to termination for each year of employment with Syracuse City up to a maximum severance payment amount equal to four (4) month’s salary.

CHAPTER 6
PAYROLL ADMINISTRATION

6.010. Work Hours.
6.020. Work Periods.
6.030. Breaks and Meal Periods.
6.040. Time Keeping.
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6.010. Work Hours.

The normal work hours for most employees are eight (8) hours a day, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, including a one (1) hour non-paid lunch period. Employee work hours may vary from this general schedule as directed by the employee's department head or the City Manager. Alternative work schedules, such as four ten (10) hour days, may also be approved by the City Manager for various Departments or positions. Employees that are 14 (fourteen) or 15 (fifteen) years of age may not work more than 3 (three) hours on a school day and may not work later than 7:00PM from September 1st to June 1st each year and may not work later than 9:00PM from June 2nd to August 31st each year. Employees that are 16 (sixteen) years of age or older do not have restricted work hours.

6.020. Work Periods.

(a) Regular Employees. The defined work period for employees, other than employees performing bona fide law enforcement and fire protection services, for purposes of calculating overtime hours as set forth in Chapter 5, shall be a seven (7) day work period beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on the following Saturday.

(b) Law Enforcement Employees. The defined work period for all employees performing bona fide law enforcement services, for purposes of calculating overtime hours as set forth in Chapter 5, shall be a fourteen (14) day work period beginning at 12:00 a.m. on Sunday and ending fourteen (14) days later on Saturday at 11:59 p.m.

(c) ~~(c)~~ Fire Protection Employees. The defined work period for fire protection employees performing bona fide fire protection services shall be a fourteen (14) day work period beginning at 12:00 a.m. on Sunday and ending fourteen (14) days later on Saturday at 11:59 p.m.

(d) Full-Time Parks & Recreation Employees. The defined work period for Parks & Recreation employees, for purposes of calculating overtime hours as set forth in in Chapter 5, shall be a seven (7) day work period beginning at 12:00 p.m. on Friday and ending at 11:59 a.m. on the following Friday.

6.030. Breaks and Meal Periods.

Employee break and meal periods will be taken at the discretion of their department head to ensure continuity in the flow of work.

(a) Breaks. Employees will receive one (1) paid fifteen (15) minute break during every four (4) hours worked. Break periods can be combined and used to shorten an employee's meal period with prior approval of the Department Head. Break periods cannot be used at the beginning or the end of a shift. Employees are encouraged to take their breaks when scheduled. However, if an employee chooses to work through his or her paid break, it is their discretion to do so and no extra compensation will be given for the extra time worked.

(b) Meal Period. Full-time employees, other than employees performing bona fide law enforcement and fire protection services, may take one (1) one (1) hour unpaid meal period during a standard workday of eight (8) hours. Shorter meal periods may be approved by the City Manager for Departments or positions working under an approved alternative work schedule. Meal periods can be used to extend or shorten an employee's work hours or workday with prior approval of the Department Head. Unpaid meal periods must be uninterrupted and employees must be fully relieved of duties.

(c) Law Enforcement & Fire Protection Employees. Meal Periods for Law Enforcement and Fire Protection employees are defined by each Department Manual and will be paid as hours worked.

(d) Minors. Employees that are 17 years of age and younger must receive a meal break of at least thirty (30) minutes no later than five (5) hours from the beginning of their shift. A paid fifteen (15) minute rest break is also required for every three (3) hour period. Unpaid meal periods must be uninterrupted and employees must be fully relieved of duties.

(e) Nursing Mothers. Employees who are nursing will be provided with reasonable unpaid breaks to express breast milk as frequently as needed for up to one (1) year after the birth of a child. The City will provide a place for the break, other than a bathroom, that is shielded from view and free from intrusion. Employees will not be retaliated against for exercising their rights under this policy. Employees may use their paid fifteen (15) minute break(s) to express breast milk as needed.

6.040. Time Keeping.

Employees shall be responsible for accurately recording their hours of work. Federal and State regulations require the City to keep an accurate record of time worked in order to calculate employee compensation, benefits, taxes, and other relevant information. Time worked is time actually spent on the job performing assigned duties unless an exception is authorized under a timekeeping method approved by the City Manager. Nonexempt employees shall be required to accurately fill out City-approved time sheets for each day of work. Hours of work shall be recorded in fifteen (15) minute increments. All completed time sheets shall be signed and verified as to accuracy by the employee and submitted to the employee's department head or supervisor for signature and verification. Department heads are responsible for reviewing, verifying, and submitting them to the Human Resources Department no later than 9:00 a.m. on the Monday following the completion of the pay period.

(a) Time Reporting. All employees shall complete and sign a biweekly time record that accurately reflects the hours actually worked to include approved and unapproved overtime, on-call time, approved leave time (holiday, sick, vacation, compensatory time, etc.). An employee who fails to accurately record time may be disciplined.

6.050. Pay Days.

(a) Bi-Weekly. The pay period for City employees is two (2) work weeks as defined in Section 6.020. Employees are paid bi-weekly on every other Friday following the previous pay period.

(b) Stipend. Certain employees may be paid by stipend as approved by the City Council. Stipend employees are paid monthly on the second pay period of each month.

6.060. Automatic Payroll Deposits.

It is City policy that all employees are paid by direct deposit to their respective checking or savings account. Accordingly, the City has established an automatic payroll deposit program, which provides automatic transfers of an employee's pay directly to the employee's bank account(s) (checking or savings) on each payday. Paystubs can be accessed by visiting the website and login information given to the employee at the time of hire. Except in the case of compelling circumstances as determined by the City, employee paystubs will not be given to anyone other than the employee. Upon written request, permission and release from the employee, the City may release a copy of the employee's paystub to the person designated by the employee. Any account changes for direct deposit must be filled out on the Payroll Direct Deposit form and must be turned into ~~the~~ Human Resources ~~Specialist~~ in person.

6.070. Payroll Deductions and Withholdings.

The law requires the City to make certain deductions from employee's compensation. Among these are Federal and State income taxes, social security taxes, and Medicare taxes, as applicable. All employees shall complete and keep accurate a W-4 form designating various statuses and withholding requirements. City authorized voluntary pay deductions may also be made at the written direction of the employee.

6.080. Garnishments.

An employee's pay shall be subject to attachment, garnishment and execution under such rights, remedies and procedures provided by law. Garnishments are court-ordered pay deductions that must be taken out of an employee's pay by the City and forwarded to another party who is authorized to receive them.

6.090. Reimbursable Expenses.

With prior approval from the department head, legitimate expenses will be reimbursed by the City to the employee. Receipts are required to reimburse the employee. Reimbursement may be in the form of petty cash, direct deposit, or a separate check. Records must be kept reflecting the amount of reimbursement each employee has received. Reimbursement for travel and seminars shall be provided in accordance with Chapter 19~~17~~.

6.100. Advances.

The City does not make pay advances to employees.

CHAPTER 7
BENEFITS

7.010 Disclaimer.
7.020. Eligibility for Group Health Coverage Under the Affordable Care Act (ACA)
7.030. Eligibility.
7.040. Medical, Dental and Vision Insurance.
7.050. Life Insurance.
7.060. Long-Term Disability Insurance.
7.070. Accidental Death and Dismemberment Insurance.
7.080. Retirement Program.
7.090. Social Security.
7.100. COBRA Coverage.
7.110. Health Savings Account & Flex Spending Account.
7.120. Cash In Lieu of Medical Insurance.
7.130. Employee Assistance Program.
7.140. Community Center Membership.
7.150. Health and Wellness.
7.160. Termination.

7.010. Disclaimer.

The following provisions briefly describe the City's employee benefits. The City reserves the right to modify or eliminate any employee benefits at any time and for any reason, as permitted by law. For more complete information regarding any of these benefit programs, employees may contact the Human Resources Specialist or the City Manager.

7.020. Eligibility for Group Health Coverage Under the Affordable Care Act (ACA)

When Hired:

(a) Employees reasonably expected at date of hire to work full-time, their dependents under age twenty-six (26), and spouse will be eligible for group health coverage as of the first (1st) day of the next month. If Syracuse City hires an employee who falls within the definition of a Seasonal employee, the employee, whether expected to work full-time or not, will have his or her hours tracked using the Look Back measurement method, the same as employees not reasonably expected to work full-time (see sub-paragraph b).

(b) For employees not reasonably expected at date of hire to work full-time, eligibility will be determined by tracking hours worked over a period of twelve (12) months, starting the first (1st) of the month after hire date. If at the end of that period the employee has worked on average at least one hundred and thirty (130) hours per month, the employee will be eligible for group health coverage. This means the employee must work at least one thousand five hundred and sixty (1,560) hours in those twelve (12) months.

(c) The Human Resource Specialist will notify employees that are eligible for group health coverage.

(d) If eligible and the employee chooses to enroll in group health coverage, the coverage will

be effective for twelve (12) months following thirteen (13) and a partial month after hire date.

Ongoing Employee:

(a) Hours worked will be tracked over a twelve (12) month measurement period, starting May 1 each year and ending April 30 the following year. An employee, their dependents under age twenty-six (26), and spouse will be eligible for group health coverage if, at the end of that period, the employee has worked on average at least one hundred and thirty (130) hours per month. This means the employee must work at least one thousand five hundred and sixty (1,560) hours in those twelve (12) months.

(b) The Human Resource Specialist will notify employees that are eligible for group health coverage.

(c) If eligible and an employee chooses to enroll in group health coverage, the coverage will be effective for twelve (12) months starting July 1 of the following year.

(d) This process will repeat each year.

To receive a copy of the full detailed Measurement Method policy, contact the Human Resources Specialist.

7.030 Eligibility.

(a) Full-Time Employees. Full-time employees, as defined in Chapter 4, shall be eligible for participation in all of the employee benefits outlined in this Chapter.

(b) Part-Time Employees. Part-time employees, as defined in Chapter 4, are not eligible to participate in the employee benefits except as otherwise provided herein or required by law.

(c) Seasonal Employees. Seasonal employees, as defined in Chapter 4, are not eligible to participate in the employee benefits except as otherwise provided herein or required by law.

(d) Temporary Employees. Temporary employees, as defined in Chapter 4, are not eligible to participate in the employee benefits except as otherwise provided herein or required by law.

(e) Suspended Employees. An employee suspended for disciplinary action reasons shall continue to be eligible for participation in employee benefits as he or she was otherwise qualified for prior to such disciplinary action.

7.040. Medical and Dental Insurance.

(a) Participation. Full-time employees have the option to participate in the medical and dental insurance plans offered by the City. New employees may begin coverage at the beginning of the month following the month in which they were hired. Employees may only make changes to their insurance elections on an annual basis during open enrollment or if they experience a qualifying event.

(b) Premiums. On an annual basis, the City will adopt an insurance premium contribution schedule, including contribution percentages and dollar amounts for both the City and the employee. The premium contribution schedule will be based on the City's financial situation for the upcoming fiscal year.

(c) Leave of Absence. If an employee is on an unpaid leave of absence, that employee will be responsible for making any applicable employee insurance premium payments. Payments for applicable insurance premiums will need to be made on a bi-weekly basis according to the City's pay schedule so as to coincide with the date(s) the premiums would have normally been withheld from the employee's paycheck.

7.050. Life Insurance.

(a) Basic Life Insurance. A basic life insurance policy is provided by Syracuse City for each full-time employee, as well as their eligible dependents, at no cost to the employee. This policy will include coverage in the amounts approved by the City Council.

(b) Optional Life Insurance. Full-time employees have the option to enroll in additional life insurance coverage, beyond that provided by Syracuse City, as described in their benefits enrollment packet. Employees will be responsible for any additional premiums associated with optional life insurance elections. Additional premiums, if any, will be deducted through payroll deductions.

7.060. Long-Term Disability Insurance.

The City participates in a long-term disability program in accordance with *Utah Code Ann.* ' 49-9-101, *et seq*., as amended.

7.070. Accidental Death and Dismemberment Insurance.

A basic accidental death and dismemberment policy is provided by Syracuse City for each full-time employee. The policy will include coverage in the amounts approved by the City Council. Employees may, at their discretion, purchase additional accidental death and dismemberment coverage. Additional premiums, if any, will be deducted through payroll deduction.

7.080. Retirement Program.

(a) Retirement Systems. The City participates in the Utah Retirement Systems (URS). Eligibility is determined by the Utah State Retirement Law (Title 49). Eligible employees will be enrolled in the system for which they are eligible. Participation and administration of the systems shall be conducted in accordance with State statutes and regulations regarding the same. The City has elected to pick up the member contributions for the Tier I Firefighters.

(b) Tier II Elected and Appointed Officials. For purposes of Utah Retirement Systems (URS) coverage, the City classifies all elected officials as Part-Time. The City classifies appointed Board of Adjustment members, Planning Commission members, and Judge as Part-Time and appointed City Recorder, Treasurer and Police Chief as Full-Time. Eligibility for retirement coverage under URS shall be administered in accordance with the statutory rules governing URS.

(c) Exemption from Retirement Systems. Individuals who are eligible for enrollment in Utah Retirement Systems (URS) in the following positions meet eligibility to exempt with Utah Retirement Systems (URS): elected, appointed, and designated administrative officials. The City has designated the following administrative officials as eligible for exemption out of the Retirement Systems: City Attorney, City Manager, City Recorder, Community and Economic Development Director, Administrative Services Director, Fire Chief, ~~IT Director,~~ Parks and Recreation Director, Police Chief, and Public Works Director. The City will contribute an amount equal to the URS contribution rate into the exempted employee's URS 401(k) plan account. Tier I exemptions are exempting out of the URS Pension Plan. Tier II exemptions are exempting out of the four-year vesting period.

(d) Deferred Compensation Plan. Eligible employees shall be allowed to contribute to the deferred compensation plans provided by the Utah Retirement Systems. The City may match, dollar for dollar, up to four percent (4%) of an employee's base wages that the employee contributes to his or her deferred compensation plan(s), for qualifying and eligible employees. Such City contributions shall not exceed a total of four percent (4%) of the employee's base wages and shall be contributed directly into a URS 401(k) plan account. The determination as to whether or not the City will match deferred compensation contributions will be based on the availability of funds and will be re-evaluated on an "as needed" basis.

7.090 Social Security.

All employees of the City are covered by the Old Age, Survivors, and Disability Insurance ("OASDI") and Social Security program as administered by the Federal Government. This is a system of retirement benefits based on employer and employee contributions to public insurance reserves. This is a mandatory Federal program and no guarantee of payment or any benefits under such program is implied by this reference.

7.100. COBRA Coverage.

Employees whose employment with Syracuse City is either voluntarily or involuntarily terminated will be eligible for continuation of benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").

7.110. Health Savings Account and Flex Spending Account.

A Health Savings Account (HSA) and a Flex Spending Account (FSA), which are taxed-advantaged financial accounts to help employees pay for out-of-pocket medical and childcare expenses, are made available to Full-Time or benefitted employees of the City. The City may front load a specified contribution amount into eligible employees' HSA account. New hires may be eligible to receive a pro-rated HSA contribution from the City. The determination as to whether or not the City will contribute to HSA accounts will be based on the availability of funds and will be re-evaluated on an "as needed" basis.

7.120. Cash In Lieu of Medical Insurance.

Full-Time employees eligible for Medical Insurance may qualify for cash in lieu of medical insurance. The employee must provide proof of coverage from their medical provider. Cash in lieu is equal to the budgeted tiered HSA front load amount for other benefited employees and is subject to applicable income and employment tax withholdings. The employee may choose to have the amount paid as a contribution to their 401K or paid as cash. Cash in lieu will be distributed on the first full pay period in July.

7.130. Employee Assistance Program.

The City provides an Employee Assistance Program (EAP) where employees and family members living in the same household may receive professional counseling in legal, martial, financial, alcohol, or drug related problems. The counseling is completely confidential.

The City provides mental health services to first responders, the spouse and children of first responders, surviving spouses of first responders whose death is classified as line-of-duty, and first responders who have retired from Syracuse City, as per Utah Code Section 53-20-102. All mental health counseling is completely confidential

7.140. Community Center Membership.

All Full-Time employees of the City are eligible to receive a family membership to the Syracuse City Community Center at no cost. Only immediate family members living in the same household of the employee may be included in this membership. All Part-Time employees of the City are eligible to receive an individual membership for themselves to the Syracuse City Community Center at no cost.

7.150. Health and Wellness.

Syracuse City supports and is committed to the overall health and well-being of our employees. A healthy workforce results in a more productive workforce with less absenteeism, fewer accidents, lower health care demands, and reduces incidences of disease and disability. All employees are encouraged to participate in the City's health and wellness program. The purpose of this policy and program is to promote and support overall employee physical, emotional, and mental health.

The Human Resources Manager, or designee, is responsible for overseeing and managing the health and wellness program. A wellness committee compromised of representatives from each department will assist with program design and activities. Program and activities may include:

(a) An annual health risk assessment;

(b) Biometric screenings;

(c) City sponsored educational opportunities;

(d) Group activities including but not limited to pickleball, walking, coloring contests, book club, etc.;

(e) Individual activities including but not limited to workouts at a gym, running, yoga, meditation, massage, hiking, walking, gardening, community service, etc.

While the City encourages employees to participate in the program, participation is not mandatory and is strictly voluntary. Therefore, the City may offer incentives and rewards such as gift cards, swag, paid time off (for Full-Time employees only), or other gifts and awards.

~~In order to promote good health,~~ In addition, Full-Time employees are eligible to participate in a ~~fitness~~ health and wellness activity for up to thirty (30) minutes per regularly scheduled workday, unless authorized by the department head for longer duration, but in no case shall exceed ninety (90) minutes per week. Part-Time employees who regularly work at least twenty (20) hours per week are eligible to participate in a health and wellness activity for up to fifteen (15) minutes per regularly scheduled workday, unless authorized by the department head for longer duration, but in no case shall exceed forty-five (45) minutes per week. Health and Wellness time may be recorded in increments of fifteen (15) minutes on the employee's timecard. This time must be authorized by the department head and shall not interfere with matters of business. Health and wellness time ~~shall not be~~ is considered hours worked for purposes of calculating overtime compensation. Employees participating in wellness time must record wellness time on their timecard under a separate pay code and document the wellness activity completed.

7.160. Termination.

Except as otherwise required by law, such as for COBRA continuation of insurance coverage, when an employee is terminated from employment with the City, the City will cease making contributions to the employee's insurance or other benefit plans and no additional continuation of benefit options will be extended to the terminated employee regardless of the nature of their termination.

CHAPTER 8
LEAVE

8.010. Paid Leave.
8.020. Leave Without Pay.
8.030. Leave Procedures.
8.040. Leave Procedures Exceptions.
8.050. Unauthorized Absence.
8.060. Vacation Leave.
8.070. Sick Leave.
8.080. Leave Donation
8.090. Holiday Leave.
8.100. Family and Medical Leave.
8.110. Military Leave.
8.120 Jury Duty Leave.
8.130. Injury Leave.
8.140. Bereavement Leave.
8.150. Administrative Leave.

8.010. Paid Leave.

Full-time employees are entitled to vacation leave, sick leave and other paid leave as may be established by the City. Except as required by law or as otherwise expressly provided for herein, part-time, and temporary or seasonal employees are not entitled to accrue or receive vacation leave, sick leave, or other paid leave.

8.020. Leave Without Pay.

Employees may be granted leave without pay under certain circumstances in accordance with the procedures set forth herein. Full-Time employees requesting leave without pay for non-medical reasons ~~that accrue paid leave~~ must exhaust all accrued ~~paid~~ compensatory time, vacation, and holiday leave options in order to be eligible for leave without pay. Full-Time employees requesting leave without pay for medical reasons must exhaust all accrued paid leave options in order to be eligible for leave without pay. Unless otherwise provided by law, such as military or family and medical leave, leave without pay is a privilege and not a right. An employee is considered to be in leave without pay status when they do not work the number of hours required by their regular schedule and are unable to substitute any unworked hours with accrued paid leave. Leave without pay shall not constitute a break in service. Full-Time employees shall not be entitled to the accrual of any vacation leave, sick leave, or holiday leave during the period of leave without pay, but shall be entitled to life insurance, group health insurance, and seniority entitlement as required by law. To the extent permitted by law, Full-Time employees may be required to pay for continuation of insurance benefits while in leave without pay status.

(a) Full-Time Employees. The Department Head may pre-approve leave without pay for up to fourteen (14) consecutive calendar days. Requests for leave without pay in excess of fourteen (14) consecutive calendar days up to thirty (30) consecutive calendar days in total must be pre-approved by the Department Head and the City Manager. Requests for leave without pay in excess of thirty (30) consecutive calendar days must be pre-approved by the City Council.

(b) Part-Time Employees. The Department Head may pre-approve leave without pay for up to thirty (30) consecutive calendar days. Requests for leave without pay in excess of thirty (30) consecutive calendar days must be pre-approved by the City Manager.

(c) Seasonal and Temporary Employees. The Department Head may pre-approve leave without pay for up to two (2) consecutive weeks. Seasonal and Temporary employees are not eligible for leaves without pay greater than two (2) consecutive weeks.

Leave without pay may be granted for reasons deemed appropriate by the Department Head, City Manager or City Council, as applicable. Employees are expected to apply for leave without pay in advance and in writing setting forth the grounds for the leave.

8.030. Leave Procedures.

(a) Leave Requests. Except as provided in Sections 8.040, employees desiring leave, whether paid or unpaid, shall request leave with his or her department head. Failure to schedule non-emergency leave in advance may result in disapproval of the leave and/or disciplinary action if the leave is required to be taken.

(b) Approval. The department head shall approve or deny Employee Leave Requests at his or her discretion, except as otherwise provided herein. Leave approval may be delegated to supervisors as deemed appropriate by each department head. Any Employee Leave Request exceeding fourteen (14) consecutive calendar days for Full-Time employees and exceeding thirty (30) consecutive calendar days for Part-Time employees requires approval from the City Manager. Any Leave Request for paid leave exceeding one hundred eighty (180) consecutive days in total requires approval from the City Council. Any leave which qualifies or may qualify as Family Medical Leave must be reported to the City Manager and the Human Resources Manager to ensure that the appropriate notice and records are maintained for such leave. Any department head desiring leave shall consult with the City Manager prior to scheduling such leave to ensure that proper measures have been or will be taken to provide for the proper and efficient functioning of the Department during the department head's absence. In no event shall an employee be allowed to use more paid leave than he or she has accrued. City Manager taking leave of one (1) full working day or greater shall consult with the Mayor and notify department heads and may select an individual employee to manage administrative functions during the absence.

(c) Status. Employees are responsible for keeping his or her supervisor notified on a daily basis, if necessary, of the anticipated return date from leave. For paid or unpaid sick leave in excess of three (3) consecutive working days, or two (2) consecutive twenty-four (24) hour fire department duty shifts, or if abuse or excessive use of sick leave is indicated, the department head, supervisor, or the Human Resources Manager may require a certificate from the employee's physician verifying the employee's illness, stating that such illness prevented or prevents the employee from working, and describing its expected duration. The department head or Human Resources Manager may also request official documentation of any absence, such as, but not limited to, military leave or jury duty.

(d) Compensation. Eligible employees shall be compensated for paid leave at his or her regular rate of pay.

(e) Records. All paid leave shall be documented on the employee's timecard.

8.040. Leave Procedures Exceptions.

Exceptions to the leave procedures set forth in Section 8.030 shall be made in the following instances:

(a) Absence due to Illness. In the event an employee is absent due to illness, the request for leave may be handled by phone, text, or email to his or her supervisor or department head. In the event the supervisor or department head is not available, the employee may notify the City Manager. If a department head is absent due to illness, the department head shall notify the City Manager of such absence. Such notice shall be given no later than normal starting time on each day of the absence unless circumstances surrounding the absence make such notification impossible. The department head, supervisor or City Manager shall respond to the employee to confirm the receipt of absence notification.

(b) Family Accident, Medical or Other Emergency. In the event there is a family emergency or accident where the presence of the employee is required, the employee may take the appropriate leave after notifying his or her supervisor or department head unless circumstances surrounding the absence make such notification impossible. In the event the supervisor or department head is not available, the employee may notify the Human Resources Manager or the City Manager unless circumstances surrounding the absence make such notification impossible. Such notice shall be given as soon as practical of the emergency.

8.050. Unauthorized Absence.

(a) Any unauthorized absence of an employee shall be grounds for disciplinary action, up to and including termination.

(b) Any employee who is absent for three (3) or more consecutive workdays, or two (2) scheduled shifts for fire fighters, without authorized leave shall be deemed to have voluntarily resigned his or her position and employment without notice.

8.060. Vacation Leave.

(a) Eligibility. Full-time employees are eligible to accrue vacation leave in accordance with his or her tenure of employment at the rates set forth herein and are eligible to use accrued vacation leave. Except as otherwise expressly provided herein, part-time, temporary, and seasonal employees are not eligible to accrue vacation leave. Vacation leave shall not accrue if an employee was in leave without pay status for any portion of the fourteen (14) day pay period.

(b) Employee Accrual Rates. Eligible employees shall accrue vacation leave at the following rates:

(1) At the employee's start date of employment, 3.08 hours of vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 10 days per year), except that fire fighters working 24-hour shifts shall accrue 4.30 hours of vacation leave upon the completion of each fourteen (14) day pay period.

(2) At the employee's 3-year anniversary date, 3.69 hours of vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 12 days per year), except that fire fighters working 24-hour shifts shall accrue 5.16 hours of vacation leave upon completion of each fourteen (14) day pay period.

(3) At the employee's 9-year anniversary date, 4.61 hours of vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 15 days per year), except that fire fighters working 24-hour shifts shall accrue 6.46 hours of vacation leave upon completion of each fourteen (14) day pay period.

(4) At the employee's 14-year anniversary date, 6.15 hours of vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 20 days per year), except that fire fighters working 24-hour shifts shall accrue 8.61 hours of vacation leave upon completion of each fourteen (14) day pay period.

(c) Accumulation. Employees can accumulate and carry forward a maximum of two hundred forty (240) hours of vacation leave, except that fire fighters working 24-hour shifts shall be allowed to accumulate and carry forward up to three hundred thirty-six (336) hours of vacation leave. Any unused accumulated vacation leave hours in excess of two hundred forty (240) hours, or three hundred thirty-six (336) hours for full-time fire fighters, as applicable, will be forfeited on the employee's anniversary date each year. The employee's anniversary date is their Full-Time hire date.

(d) Utilization. Employees may use up to a maximum of fourteen (14) consecutive calendar days of vacation leave as approved by their department head. Any leave greater than fourteen (14) consecutive calendar days must be pre-approved by the City Manager

(e) Scheduling. Vacation leave is intended to benefit the employee and employees are encouraged to take such leave in the year in which it is earned. In order to accommodate the efficient management of the City, vacation leave must be scheduled with the employee's department head, or his or her designee, in accordance with the employee leave request procedures set forth herein. All vacation leave requests should be submitted by the employee a reasonable time in advance of the desired time off to his or her department head. The City will try to honor employees' requested vacation dates but retains the right to determine final scheduling order or to change the vacation schedules according to the needs of the City. When necessary due to vacation requests for the same time period, vacation leave will be granted in the order of the employee leave requests in accordance with these policies. Department heads are expected to establish yearly vacation schedules to provide efficient management of the City.

(f) Termination or Change in Status. Upon termination of employment with the City, eligible employees shall be paid for unused vacation leave at his or her regular rate of pay on the following payday. Employees, who transition from full-time employment to part-time employment with the City, shall be paid unused vacation leave at his or her regular rate of pay on the following payday.

(g) Cash Out. Employees may choose to cash out vacation leave up to a specified amount as provided in Chapter 197 for reimbursement of emergency preparedness costs. See Chapter 197 for additional information.

8.070. Paid Sick Leave.

The City provides eligible employees with paid sick leave each year to cover approved absences due to illness or other approved reasons as designated herein.

(a) Eligibility. Full-time employees are eligible to accrue sick leave in accordance with the accrual rates set forth herein.

(b) Accrual. Full-time employees shall accrue sick leave at the rate of 3.69 hours upon completion of each fourteen (14) day pay period (approximately 12 days per year), except for fire fighters working 24-hour shifts shall accrue sick leave at the rate of 5.16 hours upon completion of each fourteen (14) day pay period. Employees will begin to accrue sick leave immediately upon being hired by the City, it will be pro-rated based off the employee's hire date. Sick leave shall not accrue if an employee was on leave without pay status for any portion of the 14 day pay period.

(c) Accumulation. Employees can accumulate and carry forward a maximum of one thousand and forty (1,040) hours of sick leave, except that fire fighters working 24-hour shifts shall be allowed to accrue up to one thousand four hundred and fifty-six (1,456) hours of sick leave. Any unused accrued sick leave in excess of one thousand and forty (1,040) hours, or one thousand and four hundred and fifty-six (1,456) hours for full-time fire fighters, as applicable, will be forfeited on the employee's anniversary date each year. The employee's anniversary date is their Full-Time hire date.

(d) ~~(d)~~ Utilization. Sick leave shall not be considered as a privilege that employees may use at their discretion but shall be allowed only in case of necessity and actual sickness, mental illness, or disability of the employee or an immediate family member of the employee. For purposes of this Section, immediate family member shall include the employee's legal or common law spouse, child, foster child, stepchild, brother, brother-in-law, sister, sister-in-law, parent, stepparent, mother-in-law, father-in-law, grandparent, spouse's grandparents, daughter-in-law, son-in-law, or grandchild. Sick leave may be used when the employee is unable to perform regular duties due to illness or disability of the employee or an immediate family member or for visits to the hospital, clinics, doctor's office, therapist's office, or dentist's office for diagnosis or treatment of illness, injury or examination of the employee or an immediate family member. Sick leave may be used for any event that would otherwise be covered under FMLA. In no event shall employees perform any work of any kind for compensation for any public or private entity or person (including for him or herself) during any period for which sick leave payments are being received from the City, without prior written approval from the City Manager. In no event shall employees be allowed to use more sick leave than he or she has accrued. For sick leave in excess of three (3) consecutive working days, or two (2) consecutive twenty-four (24) hour fire department duty shifts, or if abuse or excessive use of sick leave is indicated, the department head or the Human Resources Manager may require a certificate from the employee's physician verifying the employee's illness, stating that such illness prevented or prevents the employee from working, and describing its expected duration. Examples of abuse and excessive use of sick leave includes but is not limited to:

i. A Full-Time employee using 96 hours within a 365-day period or a Full-Time firefighter working 24-hour shifts using 144 hours within a 365-day period.
ii. A detectable pattern of use by an employee
iii. An employee using sick leave when they are not actually sick

Any absence for illness beyond accrued sick leave will result in the employee being carried on vacation leave status to the extent accrued vacation leave is available, and thereafter on leave without pay, to the extent approved by the City and/or required by law.

(e) Separation or Change in Status. Except as otherwise provided herein for qualified retirement with URS, an employee who is terminated from employment with the City, voluntarily or

involuntarily, shall not be compensated for unused accrued sick leave. An employee, who retires, other than retirement due to pending disciplinary action, will be compensated for twenty percent (20%) of his or her unused accrued sick leave. Employees, who transition from full-time employment to part-time employment with the City, shall not be eligible or compensated for unused accrued sick leave. Any unused accrued sick leave shall be forfeited at the date of change in status from full-time to part-time. An employee who has submitted their notice to resign may not use sick leave in the final two-weeks of employment unless the employee provides a doctor note.

(f) Scheduling. Scheduling sick leave is to be done in accordance with the leave procedures set forth in Section 8.030 and 8.040, as applicable.

(g) Cash Out. Employees may choose to cash out sick leave up to specified amount as provided in Chapter 19 for reimbursement of emergency preparedness costs. See Chapter 19 for additional information.

8.080. Leave Donation.

Syracuse City recognizes that employees may have a family medical ~~emergency~~ condition or be affected by a major disaster, resulting in a need for additional time off in excess of their available sick/vacation leave. To address this need, all eligible employees will be allowed to donate accrued paid sick or vacation leave hours from their unused balance to their co-workers in need of additional paid time off, in accordance with the policy below. This policy is strictly voluntary.

(a) Donating Leave Eligibility.

(1) Employees donating leave must have a balance of 160 hours remaining of sick leave after the donation and a balance of 80 hours of remaining vacation leave after the donation.

(b) Receiving Donated Leave Eligibility.

(1) Only Full-Time benefited employees are eligible.

(2) Employees receiving donated leave must be absent from work for at least ~~1 week~~ 40 consecutive hours due to a medical ~~emergency~~ condition or major disaster as outlined below.

(3) The employee has exhausted or will exhaust their accrued leave of all types during the period the employee is unable to work.

(4) The requesting employee must demonstrate that they have reasonably managed their standard, accrued leave prior to that leave being depleted.

(5) In the event of a medical ~~emergency~~ condition, the employee must provide medical certification from a health care provider or other documentation acceptable to the board.

(c) Guidelines. Employees who would like to make a request to receive donated leave must have a situation that meets the following criteria:

(1) Medical ~~Emergency~~Condition. Defined as any condition deemed eligible under FMLA that will require ~~a medical condition of the employee or an immediate family member that will require~~ the prolonged/extended absence of the employee from duty and will result in a substantial

loss of income to the employee due to the exhaustion of all paid leave available. An immediate family member is defined as a spouse, child or parent.

(2) Major Disaster. Defined as a disaster declared by the president under §401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act). An employee is considered to be adversely affected by a major disaster if the disaster has caused severe hardship to the employee or to a family member of the employee that requires the employee to be absent from work. A family member is defined as a spouse, child or parent.

(d) Donation of Leave.

(1) Employees who wish to donate leave shall complete a Donation of Leave Form and submit to Human Resources. See Appendix D for form.

(2) The donation of leave is strictly voluntary, and employees shall not ask employees to donate leave on their behalf.

(3) Donated leave shall be donated in increments of 1 hour and will go into a leave pool on an hour for hour basis.

(4) Donating employees may not claim an expense, a tax deduction or a charitable contribution for any leave donated.

(5) The available bank value shall be capped at 1,100~~550~~ hours.

~~(5)~~(6) Employees who are eligible for retirement may donate sick leave that is otherwise eligible for cash out.

(e) Requesting Leave.

(1) Employees who would like to request donated leave are required to complete a Donation Leave Request Form and submit to Human Resources. See Appendix E for form.

(2) Requests for donations of leave must be approved by the Leave Donation Board, which will consist of the City Attorney, HR Manager and 3 appointed employees. The Leave Donation Board will determine eligibility based on this Policy and determine approval on a case by case basis.

(3) Employees who receive donated leave shall not receive no more than 480 hours within each calendar year.

(4) Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family and Medical Leave Act.

(5) In the event the donated leave pool is exhausted, donated leave benefits shall cease and there shall be no liability or obligation of the City to continue such benefits beyond what is available in the pool.

(6) Donated leave shall not result in the eligible employee receiving more income while absent from work than that paid to them for being at work.

(7) Should the employee requesting leave return to work before all donated leave is used, the donated leave shall return to the leave pool.

(8) All paid leave granted to the recipient employee is considered wages and is subject to appropriate tax withholding.

8.090 Holiday Leave.

Full-time employees not involved in bona fide law enforcement and fire protection activities shall receive eight (8) hours of holiday pay for each of those days defined herein as legal holidays of the City. Full-Time fire fighters working 24-hour shifts shall accrue 5.60 hours of holiday leave every two (2) weeks in lieu of holiday time off and may accumulate and carry forward a maximum of one hundred and forty-five (145) hours of holiday leave. Sworn police officers shall accrue 4 hours of holiday leave every two (2) weeks in lieu of holiday time off and may accumulate and carry forward a maximum of one hundred and four (104) hours of holiday leave. Any unused, accrued holiday leave in excess of these accrual maximums will be forfeited on the employee's anniversary date each year. The employee's anniversary date is their Full-Time hire date. Full-time employees who are in leave without pay status for the workday before or after the applicable holiday will not be eligible for holiday pay or leave accrual. If any designated holiday falls on a Saturday, the preceding Friday shall be the holiday. If any designated holiday falls on a Sunday, the following Monday shall be the holiday. Designated and observed City holidays are as follows:

(a)	New Year's Day	January 1st
(b)	Martin Luther King Jr. Day	3rd Monday in January
(c)	President's Day	3rd Monday in February
(d)	Memorial Day	Last Monday in May
(e)	Juneteenth National Independence Day	June 19th
(f)	Independence Day	July 4th
(g)	Pioneer Day	July 24th
(h)	Labor Day	1st Monday in September
(i)	Columbus Day	2nd Monday in October
(j)	Veteran's Day	November 11th
(k)	Thanksgiving Day	4th Thursday in November
(l)	Day after Thanksgiving	4th Friday in November
(m)	Christmas Day	December 25th

Upon termination of employment with the City, eligible sworn Police Officers and Fire Fighters shall be paid for unused accrued holiday leave at his or her regular rate of pay on the following payday.

8.100. Family and Medical Leave.

(a) Purpose. It is the purpose of this Section to provide guidelines for employees regarding leaves of absence in accordance with the Family and Medical Leave Act of 1993, as amended (FMLA or Act). The provisions set forth herein are intended to comply with such Act, and if any conflict arises or if an issue or definition is not addressed herein, the Act shall control. When referred to herein, the term "Act" shall include all federal rules and regulations promulgated pursuant to authority of the Act, including, but not limited to, provisions set forth in 29 C.F.R. Part 825, as amended. The provisions of this Section are also intended to comply with the National Defense Authorization Act, enacted January 28, 2008, as Public Law 110-181, and the amendments to the FMLA adopted therein.

(b) Eligible Employees. Employees eligible for Family and Medical Leave Act leave as provided herein include employees who: (1) have been employed by the City for at least twelve (12) months; and (2) have been employed by the City for at least one thousand two hundred fifty (1,250) hours of service during the 12-month period immediately preceding the commencement of the leave.

(c) Qualifying Reasons for Leave. Eligible employees shall be entitled to FMLA leave for circumstances qualifying for FMLA leave under the Act, which qualifying reasons are summarized as follows:

(1) For the birth of a son or daughter of the employee and to care for the newborn child;

(2) For the placement with the employee of a son or daughter for adoption or foster care and to care for such son or daughter;

(3) To care for the employee's spouse, son, daughter, or parent with a serious health condition; or

(4) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job;

(5) Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation;

(6) To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

d) Amount of Leave. Except in the case of leave to care for a covered servicemember with a serious injury or illness under Subsection (c)(6), an eligible employee's FMLA leave entitlement is limited to a total of twelve (12) workweeks of leave during any "12-month period," as defined in Subsection (e), for any one or more qualifying reasons. An eligible employee's FMLA leave entitlement is limited to a total of twenty-six (26) workweeks of leave during a "single 12-month period," as defined in Subsection (e), to care for a covered servicemember with a serious injury or illness. During the "single 12-month period," as defined in Subsection (e), an eligible employee's FMLA leave entitlement is limited

to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reasons as more particularly provided in the Act.

(e) Designation of 12-Month Period. Except in cases of leave to care for a covered servicemember with a serious injury or illness under Subsection (c)(6), for purposes of determining the "12-month period" in which the twelve (12) weeks of leave entitlement occurs, the City uses a 12-month "rolling" measurement period also known as the look-back measurement period. The 12-Month "rolling" measurement period is measured backward from the date an employee uses any FMLA leave. Under this measurement period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months. In cases of leave to care for a covered servicemember with a serious injury or illness, for purposes of determining the "single 12-month period" in which the twenty-six (26) weeks of leave entitlement occurs, the City is required to use a 12-month period measured forward from the date of an employee's first FMLA leave to care for the covered servicemember begins.

(f) Employee Notice Requirements.

(1) General Notice. Except as otherwise provided in the Act, an employee giving notice of the need for FMLA leave does not need to expressly assert rights under the Act or even mention the FMLA to meet his or her obligation to provide notice, although the employee does need to state a qualifying reason for the needed leave and must otherwise satisfy the notice requirements set for herein.

(2) Customary Leave Procedures. Except as otherwise prohibited by the Act and unusual circumstances, employees shall comply with the City's customary notice and procedural requirements for requesting leave as more particularly set forth in Chapter 8 of these Policies and Procedures.

(3) Notice for Foreseeable Leave. An employee must provide the City at least thirty (30) days advance notice before FMLA leave is to begin if the need for the leave is foreseeable. If thirty (30) days' notice is not practicable, notice must be given as soon as practicable. Such notice shall comply with the provisions of 29 C.F.R. § 825.302, as amended.

(4) Notice for Unforeseeable Leave. When the approximate timing of the need for FMLA leave is not foreseeable, the employee must provide notice to the City as soon as practicable under the facts and circumstances of the particular case. Such notice shall comply with the provisions of 29 C.F.R. § 825.302, as amended.

(5) Failure to Comply. When an employee fails to give the required notice as provided herein or as required by the Act, FMLA coverage may be delayed in accordance with applicable provisions of the Act.

(g) Employer Notice Requirements.

(1) General Notice. The City is required to post a notice explaining the Act's provisions and providing information concerning the procedures for filing complaints of the violations of the Act with the Wage and Hour Division. Such notice shall be posted prominently and the text must be large enough to be easily read. In addition, the City shall provide general notice to each employee by including the notice in any employee handbook or other written guidance to employees concerning employee benefits or leave rights. In compliance with these

notice requirements, a copy of the Employee Rights and Responsibilities (WH Publication 1420) is attached hereto as Appendix F and incorporated herein by this reference.

(2) Eligibility Notice. When an employee requests FMLA leave, or when the City acquires knowledge than an employee's leave may be for an FMLA-qualifying reason, the City must notify the employee of the employee's eligibility to take FMLA leave within five (5) business days, except in extenuating circumstances as provided by the Act. The employee eligibility notice must state whether the employee is eligible for FMLA leave under the terms and provisions of Subsection (b) of this policy and the provisions of 29 C.F.R. § 825.110(a). If the employee is not eligible for FMLA leave, the eligibility notice must state at least one reason why the employee is not eligible, such as the number of hours or months the employee has been employed by the City. Notification of eligibility may be oral or in writing, and, if in writing, may be in the form of the hereto and incorporated by this reference.

(3) Rights and Responsibilities. The City shall provide written notice detailing the specific expectations and obligations of the employee taking FMLA leave and explaining any consequences of failure to meet such obligations in accordance with the provisions of the Act. The rights and responsibilities notice shall be provided to the employee each time the eligibility notice is provided pursuant to Subsection (g) (2). If leave has already begun, the notice should be mailed to the employee's address of record. The rights and responsibilities notice shall include all required information as provided in 29 C.F.R. § 825.300, as amended, and shall be substantially in the form of the Notice of Eligibility and Rights & Responsibilities (Form WH-381).

(4) Designation of Leave. Pursuant to the Act, the City is responsible for designating leave as FMLA-qualifying and for giving notice of the designation to the employee as provided in 29 C.F.R. § 825.300, as amended. Once the City enough information to determine whether the leave is being taken for a FMLA-qualifying reason (e.g. after receiving a certification), or has acquired knowledge that the leave is being taken for a FMLA-qualifying reason, the City must notify the employee whether the leave will be designated and counted as FMLA leave within five (5) business days, except in extenuating circumstances as provided in the Act. The designation notice must be in writing and shall be substantially in the form of the Designation Notice (Form WH-382).

(h) Certification of Health Care Provider. The City may require the employee to provide certification from a health care provider regarding the necessity of the FMLA leave in accordance with and subject to provisions of the Act, including, but not limited to 29 C.F.R. § 825.305, et. Seq., as amended. Medical certification shall be substantially in the form of the Certification of Health Care Provider for Employee's Serious Health Condition (Form WH-380E), , or the Certification of Health Care Provider for Family Member's Serious Health Condition (Form WH-380F),. Certifications for a qualifying exigency shall be substantially in the form of the Certification of Qualifying Exigency for Military Family Leave (Form WH-384). Certification for FMLA leave taken to care for a covered servicemember with a serious injury or illness shall be substantially in the form of the Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave (Form WH-385. Certification for FMLA leave taken to care for a Veteran with a serious injury or illness shall be substantially in the form of the Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave (Form WH-385V.

(i) Reporting. The City may require the employee on FMLA leave to report periodically to the City on the employee's status and intent to return to work in accordance with and subject to provisions of the Act, including, but not limited to, 29 C.F.R. § 825.311, as amended.

(j) Fitness for Duty. As a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, it is the City's uniformly-applied policy to require all employees who take leave under such conditions to obtain and present certification from the employee's health care provider that the employee is able to resume work. The City may seek fitness-for-duty certification only with regard to the particular health condition that caused the employee's need for FMLA leave. In order to require the fitness-for-duty certification, the City shall provide the employee with a list of essential functions of the employee's job with the designation notice provided in Subsection (g)(4). NO second or third opinions on a fitness-for-duty certificate may be required. All fitness-for-duty certifications shall be in accordance with and subject to applicable provisions of the Act, including, but not limited to, 29 C.F.R. § 825.312, et. seq., as amended.

(k) Intermittent Leave. Intermittent leave or reduced schedule leave may be taken under certain circumstances in accordance with and subject to provisions of the Act, including, but not limited to, 29 C.F.R. § 825.202, et. seq., as amended.

(l) Leave Protection.

(1) Compensation. Employees shall be required to use accrued paid vacation, sick, and other leave hours for FMLA leave provided herein to the extent such FMLA leave qualifies as sick leave under provisions of this Chapter. Any leave not covered by previously accrued paid vacation and sick leave shall be permitted as leave without pay in accordance with the provisions set forth herein. To the extent permitted by law, it is the intent of the City that all paid leave substituted for unpaid FMLA leave run concurrently with and be counted as FMLA leave.

(2) Duties. Employees shall not perform any job duties including answering work calls, responding to work e-mails, etc. while on FMLA leave, unless the leave is being taken intermittently and the work is not being performed during the FMLA leave time.

(3) Make-up Time. With approval of the Department Head and the City Manager, an employee on intermittent leave may work an alternative work schedule that is outside of his or her regularly scheduled hours to make-up for compensation that is lost while on intermittent FMLA leave as long as operations and productivity can be maintained. Approved make-up hours will not be deducted from the employee's FMLA entitlement bank.

(4) Position. Except as otherwise provided in the Act, employees who take FMLA leave shall be entitled, on return from such leave, to be returned to the same position the employee held when the FMLA commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The employee may be denied restoration of his or her position in accordance with and subject to provisions set forth in the Act.

(5) Benefits. The taking of family or medical leave shall not result in the loss of any employment benefits accrued prior to the date on which the leave commenced, other than the required use of vacation and sick leave. An employee's entitlement to benefits other than group health benefits during a period of FMLA leave shall be determined in accordance with the City's policy for providing such

benefits for the type of leave taken; i.e. paid or unpaid, as applicable. The City's right to recover costs incurred by the City for non-health plan benefits during FMLA leave shall be determined by applicable provisions of the Act.

(6) Insurance. The City shall maintain coverage for the employee under any "group health plan" during any FMLA leave at the level and under the conditions of coverage the employee would have been provided had the employee had been continuously employed during the FMLA leave period as required by the Act and applicable provisions of COBRA. The employee shall be responsible for any premiums which had been paid by the employee prior to FMLA leave. If FMLA leave is substituted for paid leave, the employee's share of the premiums must be paid by the method normally use during any paid leave, such as payroll deduction. If the FMLA leave is unpaid, the applicable policies for payment by employees on leave without pay will be followed. The City may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee if the employee fails to return to work after the employee's FMLA leave entitlement has been exhausted or expired, unless the reason the employee does not return is due to exemptions set forth in 29 C.F.R. § 825.213, as amended.

(m) Records. The City shall make, keep, and preserve records pertaining to FMLA leave in accordance with the Act. Access and maintenance of such records shall be subject to the requirements of the Utah Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., as adopted and amended by the City. Documents relating to medical certifications, recertification, and fitness for duty or medical histories of employees or employees' family members shall be treated as confidential medical records as per state and federal law. All forms related to FMLA as mentioned above can be obtained from the Human Resource Manager.

8.110. Military Leave.

Employees who enter active service in any branch of the armed forces of the State of Utah or of the United States shall be granted a leave of absence from employment with the City during his or her military service to the extent required by State and Federal law, including provisions regarding "Governmental Employees in Military Service," as set forth at *Utah Code Ann*. ' 39-3-1, *et seq*., as amended, and the Uniformed Services Employment and Reemployment Rights Act of 1994, as set forth in 38 U.S.C. §§ 4301, *et seq*., as amended. Military personnel may also be eligible for family leave in accordance with the provisions of the National Defense Authorization Act, Public Law 110-181, and the Family Medical Leave Act of 1993, as amended. Such leave is more particularly described in Section 8.090 of these Policies and Procedures regarding Family and Medical Leave. Employees who need leave due to the Military and who wish to be reinstated after Military Leave ends shall notify the Human Resource Manager as soon as possible to ensure leave is processed according to Federal, State, and local laws. Employees who have been approved for Military Leave are not required by law to use any accrued paid leave, however, employees may choose to use a combination of accrued vacation, sick and/or holiday leave.

8.120. Jury Duty Leave.

The City recognizes the duty of its employees as citizens to serve on juries or as court witnesses. Employees, who are required to miss work as a result of being summoned to serve on a jury, or have been subpoenaed to appear as a witness, will be paid for regularly scheduled hours during such jury duty

and witness periods, less compensation received by the employee for such services, for a period of time not to exceed sixty (60) days. The employee will be required to turn over the check paid by the court to the City. This Section does not apply when an employee appears in court on his or her own behalf, such as a traffic offense or as a party to a lawsuit. Employees appearing in court on behalf of the City in their official capacity shall be paid their regular rate of pay as hours worked in accordance with applicable provisions of the Fair Labor Standards Act.

8.130. Injury Leave.

An employee injured on the job must report the injury in accordance with reporting procedures set forth in Chapter 16. Employees injured during performance of their job duties are covered by Worker's Compensation Insurance as provided by State law and shall be compensated for such leave in accordance therewith.

8.140. Bereavement Leave.

Full-Time Employees may be granted up to three (3) workdays of paid bereavement leave to grieve, prepare for, and attend the funeral of the employee's legal or common law spouse, child or stepchild (including loss due to miscarriage or stillbirth), brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, parent, stepparent, mother-in-law, father-in-law, grandparent, spouse's grandparents, daughter-in-law, son-in-law, or grandchild. The three (3) paid bereavement days must be used within a week of death or funeral or otherwise approved by the Department Head If additional time is needed, the employee may use accrued sick or vacation leave with department head approval. Employees must follow the procedures outlined in the Vacation Leave policy for funeral of friends or family members not on this list.

In compliance with Utah Bereavement Leave Law, Part-Time employees are eligible three (3) workdays of paid bereavement leave for the loss of a child or stepchild due to miscarriage or stillbirth. If additional time off is needed, the employee may go leave without pay with approval as outlined in section 8.020. The three (3) paid bereavement days must be used within a week of the miscarriage or stillbirth or otherwise approved by the Department Head.

8.150. Administrative Leave.

Employees may be placed on paid administrative leave pending investigation or disciplinary action in accordance with and subject to the provisions set forth in Chapter 22. The department head or City Manager shall notify Human Resources of approved Administrative Leave for payroll purposes.

CHAPTER 9
EMPLOYEE CONDUCT

9.010. Employee Vision and Mission Statements.
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9.180. Gifts, Awards, and Prizes.
9.190. Solicitation, Distribution and Posting of Materials.

9.010. Employee Vision and Mission Statements.

The vision statement for Syracuse City employees, as identified and developed by the employees, is: "*Always setting the standard for providing quality customer service in every aspect of municipal government*." The mission statement for Syracuse City employees, as identified and developed by the employees, is: "*We, the employees of Syracuse City, with citizen involvement, will provide quality municipal services to enhance and simplify the lives of our citizens."*

9.020. Public Relations.

Syracuse City is a public entity whose purpose, among others, is to provide professional public services to its citizens. Employees are expected to be courteous, cooperative, diplomatic, and discrete in dealing with the public (face to face, telephone conversations and written correspondence, including email, text, and voice messages). Employees shall treat all citizens equally and with respect and professionalism. Employees shall not participate in or encourage the use of threatening or offensive conduct or language toward the public. Complaints or concerns expressed by citizens are to be promptly reported or referred to the appropriate supervisor. When an employee is uncertain of the correct response to an inquiry or request from the public, he or she should refer the inquiry to the individual or the department which can provide the most satisfactory response to the inquiry. It is better to admit lack of knowledge than to provide erroneous information.

9.030. Working Relations.

Employees are expected to maintain a productive and supportive working relationship with others

in the course of carrying out their responsibilities. They shall also encourage teamwork, support team efforts, communicate in a constructive manner and exhibit good listening skills. Employees shall be courteous and cooperative with those they work with and consistently treat others equally and with respect and professionalism. Employees shall not participate in or encourage the use of threatening or offensive conduct or language towards other officers or employees and shall not use cultural, ethnic, racist, and sexist remarks.

9.040. Personal Appearance.

Impressions gained by the public and other City employees visiting the office or dealing with City employees at any location are very important to the City as a public entity. Consequently, employees are expected to take pride in their appearance grooming (including facial hair) and to dress in a neat and clean manner. The City's standards of dress are defined as "business casual" for office employees and employees who have regular contact with the public. Employees in departments that have specific uniform standards shall follow the uniform guidelines set by that department. Additional standards may be adopted by departments.

(a) Appropriate Dress. Traditional business attire; dress, ~~or~~ casual slacks, jeans or leggings, i.e. khakis, capri pants, casual ~~dress~~professional-length dresses or ~~dress~~professional-length skirts, or maxi-length skirts or dresses; shirts or blouses; open collared shirts or sweaters, i.e., golf shirts or polo shirts; blazers, sport coats, vests, or cardigans. Professional-length is defined as three (3) inches above the knee.

(b) Inappropriate Dress. ~~Jeans or denim; t~~T-shirts (except for city logo shirts); halter or spaghetti strap tank top (unless covered by a jacket); tube top; revealing or low-cut clothing or clothing showing bare midriffs; shorts of any kind; miniskirts; sweat suits or other athletic clothing; hats. (see subparagraph (c)). Clothing must not have holes or be frayed.

(c) ~~Jeans or denim pants, s~~Professional-length shorts, hats, and tennis shoes may be worn if they are appropriate for the position (Maintenance Worker, Recreation Assistant, etc.) or for the job duties of the day. ~~Jeans must not have holes or be frayed.~~

(d) Body piercing other than earrings and small facial jewelry should not be visible.

(e) Tattoos of a violent, offensive, or pornographic image must be covered.

(f) Any clothing, accessories, or jewelry that poses a safety hazard is prohibited.

~~On Fridays or any other designated day, the City may allow employees to dress in a more casual fashion than is normally required and jeans or denim pants in good condition and tennis shoes may be worn. Jeans must not have holes or be frayed. On these occasions, e~~Employees are ~~still~~ expected to present a neat appearance and are not permitted to wear ripped, disheveled, or similarly inappropriate clothing.

Any employee who does not meet the standards of this policy will be required to take corrective action. The employee may be sent home and directed to return to work in proper work attire. Time missed because of failure to comply with this policy will not be considered as hours worked. The employee's supervisor and/or department head is responsible for providing individual feedback to employees who do not meet the City's standards of dress. Violation of this policy may result in disciplinary action up to and including termination.

9.050. Uniforms.

Uniforms or uniform allowance may be provided to personnel of certain departments as authorized by the City. Employees in departments that require uniforms must adhere to department uniform standards unless otherwise directed by the department head. Uniforms shall be kept as neat and presentable as working conditions permit.

9.060. Employee Ethics.

All employees are required to adhere to legal, moral, and professional standards of conduct, including conflicts of interest, in the fulfillment of their duties with the City and shall demonstrate the highest ideals of honor and integrity in all public and personal relationships to merit the respect, trust and confidence of the public. Employees shall adhere to the provisions of the Municipal Officers' and Employees' Ethics Act, as set forth in *Utah Code Ann*. ' 10-3-1301, *et seq*., as amended. The appropriate disclosure statement, as required by the Act, shall be filed with the Mayor when required in accordance with the Act. Employees are encouraged to discuss and raise any questions or concerns regarding public employees' ethical duties with their department head or the Human Resources Manager when such questions arise. Employees shall fill out and sign the Ethics Pledge (See Appendix G) annually and turn into the Human Resource Manager.

9.070. Honesty.

Employees shall be honest in the performance of their duties and responsibilities for the City and in their dealings with the public.

9.080. Confidentiality.

Unauthorized disclosure of privileged, private, and/or confidential information is prohibited and shall be grounds for disciplinary action, up to and including termination.

9.090. Attendance.

Regular attendance and punctuality are essential to providing high quality work, service to the public, and to avoid extra work for fellow employees. Employees shall be to work on time and shall perform duties during work hours as provided herein. Employees shall comply with the leave procedures set forth in Chapter 8 when leave is necessary.

9.100. Outside Employment.

In order to reduce mental and physical fatigue, limit conflicts of interest, and reduce liability insurance expenses, no Full-Time employee shall be permitted to engage in any outside employment except as provided herein. Any Full-Time employee desiring to engage in outside employment or has any change in outside employment status must fill out and submit the Notice of Second Employment form (See Appendix H) and turn it in to his or her department head. The department head shall review the request or status change based on the considerations set forth in this Section and make a recommendation to the City Manager regarding the same. The City Manager shall review the request for outside employment and approve or deny the same based on the following considerations:

(a) whether the outside employment will in any way interfere with the employee's ability to meet the City's work schedule, including reasonable overtime and standby assignments;

(b) whether the outside employment will be directly connected with or contingent upon a representation that the employee is in any way representing the City, either directly or indirectly;

(c) whether the outside employment is consistent and appropriate with the employee's position held with the City; and

(d) whether the outside employment will interfere with the employee's physical, mental, or emotional ability to fully and completely discharge the job duties of his or her City position.

The City Manager shall notify the Human Resources Manager of any approved outside employment request and such request and approval shall be retained with the employee's personnel records. The City reserves the right to cancel an approval for outside employment when it is deemed such employment is not in the City's best interest. Any employee engaged in outside employment without prior approval required herein may be subject to discipline up to and including termination. City employees may not use City equipment or uniforms in connection with outside employment, nor may they engage in outside employment while on City time. In no event shall any full-time outside employment be permitted for full-time employees. Employees may not accept other employment which might impair his or her independence of judgment in the performance of his or her public duties as an employee of the City or which might interfere with the ethical performance of such duties.

9.110. Personal Activities.

Employees shall not perform personal business during working hours and shall not use City owned property in support of outside interests and activities. Employees are to pursue personal and outside activities on the employee's own time away from City facilities and offices. Employees shall arrange for annual leave or compensatory time off in advance to pursue personal and outside interests. Use of City computers, equipment and vehicles shall be limited to and conducted in accordance with applicable provisions of Chapter 20~~18~~ and Chapter 21~~19~~.

9.120. Political Activities.

Employees shall not be coerced to support a political activity. An employee shall not use, discriminate in favor or against any person or applicant for employment based on political activities. Employees shall not engage in political activities during working hours. Employees shall not use City owned equipment, supplies or resources, or other expenses when engaged in political activities. The City and its public officials are subject to the Political Activities of Public Entities Act, as set forth in *Utah Code Ann*. §§ 20A-11-1201, *et seq*., as amended.

9.130. Social Networking.

Employee's participating on internet social networking sites (facebook, Twitter, etc.) must use appropriate discretion to not discredit or disparage the City or themselves as employees of the City. In order to achieve and maintain the public's highest level of respect, employees are expected to follow the standards of conduct below.

(a) Except in the performance of an authorized duty, any use of department equipment to access

social networking sites, blogs, or bulletin boards while on duty is prohibited except under limited circumstances at the discretion of the City Manager. If an employee is authorized to access social networking sites while on duty the employee must refrain from excessive use. For the purposes of this section, "excessive" means accessing a site(s) to the point that it interferes with the City's operations or the employee's ability to properly perform his or her duties, as determined by his/her Supervisor, Department Head, or the City Manager.

(b) Employees shall not post, transmit, and/or disseminate information (texts, pictures, video, audio, etc.) to the internet or any other forum that would tend to discredit, disparage, or reflect unfavorably upon the City or its employees. Any inappropriate or unsatisfactory occurrences observed should be addressed with the employee's immediate supervisor.

(c) Personal Social Networking Account Posts. Employees are prohibited from posting, transmitting, and/or disseminating any photographs, video or audio recordings, likenesses or images of department logos, emblems, uniforms, badges, patches, marked vehicles, equipment or other material that specifically identifies Syracuse City or any department without the express written permission of their department head.

(d) City Sponsored Social Networking Account Posts. Only authorized employees within the scope of assigned job duties shall post on City sponsored websites representing the City.

(e) Upon request from their department head, employees are to remove any content that is in violation of this policy in a reasonable and prompt manner. Moderation or removal of content posted by the Public on such sites shall be consistent with personal amendment principles.

Violations of this policy may subject an employee to disciplinary action, up to and including termination. Content posted to the internet has the potential to be shared broadly, including individuals with whom you did not intend to communicate. Employees are strongly discouraged from posting information regarding off-duty activity that may bring their reputation into question. Nothing in this policy is intended to prohibit or infringe upon any employee's communication, speech or expression that has been clearly established as protected or privileged.

9.140. Smoking.

In compliance with the Utah Indoor Clean Air Act, as set forth in *Utah Code Ann*. §§ 26-38-1, *et seq*., as amended, smoking, including the use of electronic cigarettes, is not permitted in Syracuse City facilities. The City also prohibits smoking and the use of electronic cigarettes in City owned vehicles or while an employee is on-duty.

9.150. Consensual Romantic Relationships.

(a) Background. It is not the City's desire to discourage friendship among employees, however, it is recognized that consensual "romantic" or sexual relationships between supervisors and their subordinates could lead to actual or perceived conflicts of interest, favoritism, or sexual harassment. The purpose of this policy is to protect employees from coercive or hostile relationships that may damage morale and reduce productivity because of bias, favoritism, or harassment.

(b) Relationships between a supervisor and a subordinate:

(1) Consensual "romantic" or sexual relationships between a supervisor and a subordinate are prohibited, as well as any conduct, such as dating, that is designated or may reasonably be expected to lead to the formation of a "romantic" or sexual relationship. Persons should not be hired, promoted, transferred, or otherwise changed into a position where the supervisor and subordinate have had such a relationship within the last two (2) years. Where such a relationship existed beyond two (2) years ago, the department head in consultation with the Human Resources Manager will review the specific circumstances to determine whether or not to approve the action.

(2) If such a relationship should develop, the supervisor is obligated to promptly disclose the existence of the relationship to the department head and/or the Human Resources Manager. The employee may make the disclosure as well, but the burden of doing so is upon the supervisor.

(3) The department head should inform the Human Resources Manager and the City Manager, in consultation with the Human Resources Manager, and the City Manager others with a need-to-know basis of the existence of the relationship, including the person responsible for the employee's work assignments will be informed. Upon being informed or learning of the existence of such a relationship, the Human Resources Manager, in consultation with the department head and the City Manager, may take steps that he/she deems appropriate. At a minimum, the subordinate and supervisor will not thereafter be permitted to work together on the same matters (including matters pending at the time disclosure of the relationship is made), and the supervisor must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments, and discipline) that may reward or disadvantage any employee with whom the supervisor has or had had such a relationship. The supervisor may be subject to disciplinary action, up to and including termination.

(4) Any person who believes that he or she has been affected by such a relationship, notwithstanding its disclosure, shall report the matter in accordance with the procedures set forth in Chapter 12~~10~~ regarding sexual harassment.

(c) Dating relationships between other employees:

(1) Dating relationships between other employees are permitted, however both employees have a responsibility to notify their department head when dating begins to document that the relationship is consensual and welcome. Employees will be instructed to inform the department head when/if the relationship ends. Employees involved in a dating relationship may not be promoted or transferred to a supervisor position where one will be a direct or indirect supervisor over the other.

(2) The City's implementation of this policy is not intended to inhibit the social interaction (such as lunches, dinners, or attendance at entertainment events) that are or should be an important part or extension of the working environment.

(3) This policy shall apply without regard to gender and without regard to sexual orientation of the participants in a relationship of the kind described.

9.160. Workplace Violence.

(a) Purpose. Syracuse City is committed to preventing workplace violence and to

maintaining a safe work environment. Given the increasing violence in society in general, Syracuse City has adopted the following policies and guidelines to deal with intimidation, harassment, or other threats of or actual violence that may occur during business hours or on its premises. It is the purpose of this policy to communicate to all employees of the City and all persons conducting business with or served by the City that intimidation, harassment, or other threats of or actual violence within the workplace is prohibited and shall not be tolerated.

(b) Policy. All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Syracuse City unless the employee ~~has a valid permit issued or recognized by the State of Utah and~~ has notified the department head and the City Manager in writing. Conduct that threatens, intimidates, harasses, coerces, or harms another employee, a customer, or a member of the public will not be tolerated.

(c) Reporting. Any intimidating, threatening, or harassing conduct, and any threats of or actual violence, both direct and indirect, should be reported as soon as possible to the employee's immediate supervisor, any department head, the Human Resource Manager, the City Attorney, or the City Manager. Such supervisor or department head shall notify the Human Resource Manager and/or the City Manager as soon as possible. Intimidating, threatening, or harassing conduct by employees, as well as conduct by members of the public should be reported. Reports of such conduct should be as specific and detailed as possible. Employees are empowered to contact the proper law enforcement authorities without first informing their supervisor or department head if they believe a threat to the safety of others exists. All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Employees should not place themselves in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

(d) Investigation. Syracuse City will promptly and thoroughly investigate all reports of intimidating, threatening, or harassing conduct, threats of or actual violence, and suspicious individuals or activities, as deemed appropriate under the circumstances.

(e) Employee Responsibility. Syracuse City encourages employees to bring their disputes or differences with other employees to the attention of their supervisor or the City Manager before the situation escalates into potential harassment or violence. Syracuse City is eager to assist in the resolution of employee disputes. Such prompt reporting and discussion will assist the City in eliminating any intimidation, harassment and/or workplace violence at an early stage and in reducing or eliminating any resulting harm.

(f) Discipline. Any violation of this policy by City employees shall result in disciplinary action, up to and including termination.

9.170. Credit Cards.

Syracuse City credit cards shall be used for official business only. See Chapter 19~~17~~ for additional information.

9.180. Gifts, Awards, and Prizes.

(a) Employees shall avoid the appearance of conflicts of interest or favoritism. The following apply to the receipt of gifts, awards, or prizes. In some cases, they will be more restrictive than the minimum standards established under Utah law.

(b) In all cases, "quid pro quo" (something for something) is prohibited. In other words, it is prohibited to receive a gift or item:

(1) That would create the appearance of bribery;

(2) under any circumstance that suggests the gift is directly connected to a specific transaction or contemplated transaction (i.e. awarding city contracts, land use applications, etc.)

(c) Unless prohibited by subsection (b), Employees are permitted to accept gifts or prizes under the following circumstances:

(1) Gifts or food valued less than $50 (cumulative per vendor/customer/resident, per year), or

(2) Gifts or food distributed to all attendees or randomly at conferences or other events, such as t-shirts, door prizes, drawing prizes, trade show bags, or food.

(d) This section does not apply to:

(1) Awards presented by Syracuse City to an employee;

(2) Awards publicly presented in recognition of public services;

(3) Gifts from family members or friends, provided that the friendship arose prior to or outside of the context of City employment, unless the criteria in subsection (b) apply.

(e) Employees should not receive any gift identified in this policy as prohibited. If an employee or department receives an unacceptable item, it should be returned to the giver with an explanation that receiving such gifts would violate City policy. In cases where this is not feasible:

(1) Food items may be shared in a central location where all employees may enjoy them;

(2) The item may be delivered to human resources for distribution to other employees on a random basis such as a door prize at a City party; or

(3) The item may be donated to a charitable organization, which donation shall be documented with a receipt.

9.190. Solicitation, Distribution and Posting of Materials.

In an effort to protect employees from unwanted solicitations that can interfere with work duties

and productivity or create tension and discord among employees, the City has adopted the following rules.

Employees shall not solicit or ask other employees to purchase goods or services, make donations or contributions, or join or support particular groups or causes in any work area during employees' work time, except for City sponsored activities, City association activities, or as required by local or Federal law. Employees shall not distribute any solicitation literature or written materials that are not job-related using City email or equipment. However, employees may put literature or written materials in the breakroom for other employees to read and participate on their own time. The City Manager may make occasional exceptions to the above rules as deemed necessary.

Anyone who is not an employee is prohibited from entering our premises at any time to solicit support from employees for any organization or cause; or to otherwise proselytize, distribute literature, or sell or market products/services to our employees. Exceptions to this rule may be made only for vendors or service representatives whose purpose is strictly related to City business functions and purposes or with prior approval of the City Manager.

CHAPTER 10
CASH RECEIPTING AND DEPOSIT POLICY

10.010. Objective.
10.020. Cash Receipts.
10.030. Deposit Reconciliation.
10.040. Compliance.

10.010. Objective.

Establish a uniform control design for all departments that receive cash. This policy has been developed by the Administrative Services Director who ultimately is responsible for the overall design and implementation of organizational controls. This policy will be adjusted for changes in systems and organizational structure at which time the Administrative Services Director will propose changes to the City Council for review and approval.

10.020. Cash Receipts.

(a) The Administrative Services Director has approved cash receipting locations at the community center, police department (limited to checks and credit cards only), fire department (limited to checks and credit cards only), public works, post office, court, utilities, and community and economic development departments. Any other cash receipting locations must be pre-approved by the Administrative Services Director.

(b) All cash funds received are entered into the accounting system at the time of the transaction. Receipts will be given to the customer. If the cash transaction occurs at the police or fire department, the customer will be directed to complete their payment at city hall in the utilities department so that it can be accounted for in the accounting system before the customer leaves.

(c) At the end of each day the person responsible for receiving cash will close out their cash drawer and place the cash, checks and credit card receipts in a secure (locked) place. The next morning the utility department staff will reconcile the system generated report to the cash and checks in the drawer. Once complete, the utility department staff will make a deposit to the bank within three business days. The community center staff will count and reconcile its cash and check receipts with the system generated report and will make a separate deposit to the bank within three business days.

(d) Every effort should be made to ensure large quantities of cash are not on hand at any location overnight. If a location has a large transaction or series of transactions leaving cash on hand over $5,000 the deposit should be made in the same day.

(e) Syracuse City has installed and maintains surveillance systems in offices receiving funds. Surveillance evidence will be maintained for 30 days.

(f) Mail will be opened in the presence of two or more employees and any correspondence containing payments will be removed and processed prior to distributing mail to individual persons or departments.

(g) Void/adjusted transactions. If a transaction needs to be voided or adjusted, it should be done by someone who does not receive cash. Where this is impractical, the utility billing supervisor will initiate

the voided receipt. The accounting system tracks all voided receipts and is reviewed during the bank reconciliation process.

10.030. Deposit Reconciliation.

(a) The utility office employees will receive funds from other departments, count the funds, compare the amount received to the supporting documentation provided and ensure that it matches the accounting records.

(b) At the beginning of each day, the utility office will compile all cash and checks received from the previous day, match the total to the total receipts in the accounting system, and create a deposit slip. These are deposited with the bank within three business days.

(c) Copies of deposit slips are maintained and used to reconcile bank statements to the accounting records.

(d) The finance office will review the revenue recorded into the accounting system with the copy of the deposits to ensure correct recording of cash. Where practicable the system should be designed to only allow receipts for cash receipts to be recorded to accounts that pertain to that office or department.

10.040. Compliance.

Failure to comply with any aspect of this policy or related policies outlined in this Policy Manual may result in the disciplinary action, up to and including termination.

CHAPTER 11
REPORTING FRAUD AND ABUSE POLICY.

11.010. Definition.
11.020. Reporting Fraud or Abuse.
11.030. Complaints, Investigations, Review, and Enforcement.
11.040. Whistleblower Protection.

11.010. Definition.

"Improper governmental action" means any action by a Syracuse City employee:

a) That is undertaken in the performance of the employee's official duties, whether or not the action is within the scope of the employee's employment; and

b) That is in violation of any federal, state, or local law or rule not already covered in other sections of this policy manual, or

c) That is an abuse of authority, or

d) That is a theft of city property or city funds, or

e) That is a gross waste or mismanagement of public funds.

11.020. Reporting Fraud or Abuse.

(a) Employees who become aware of improper governmental actions should raise the issue first with the human resources department. If requested by ~~the~~ human resources, the employee shall submit a written report, stating in detail the basis for the employee's belief that an improper governmental action has occurred. Where the employee reasonably believes the improper governmental action involves human resources, the employee may raise the issue directly with the City Manager. If the improper governmental action involves the City Manager, the employee may raise the issue directly with the Mayor.

(b) In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the police department whose responsibility would be investigating the improper action.

(c) The human resources department shall take prompt action to assist Syracuse City in properly investigating the report of improper governmental action. Syracuse City employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law unless the employee authorizes the disclosure of his or her identity in writing. After an investigation has been completed, the employee reporting the improper governmental action shall be advised of a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

(d) Syracuse City employees may report information about improper governmental action directly to the City Manager if the employee reasonably believes that an adequate investigation was not undertaken to determine whether an improper governmental action occurred, or that insufficient action

has been taken to address the improper governmental action or that for other reasons the improper governmental action is likely to recur.

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

11.030. Complaints, Investigations, Review, and Enforcement.

(a) Any person may file a complaint alleging a violation of this policy.

(b) The complaint shall be in writing and shall, except as described in section C below, be signed by the complainant. The written complaint should state the nature of the alleged violation(s), the date(s), time and place of each occurrence, and name of the person(s) charged with the violation(s). The complaint shall be filed with the City Manager who shall provide a copy to the person charged with a violation. The complainant shall provide the City Manager with all available documentation or other evidence to demonstrate a reason for believing that a violation has occurred.

(c) This policy is intended to protect employees who choose to come forward in good faith with complaints about governmental actions and conduct of Syracuse City employees. Anonymous complaints have the potential to subject the person who is the subject of the complaint to an investigation that may, at the least, cause stress and embarrassment, and may, at most, result in discipline or termination of employment. Syracuse City is reluctant to begin an investigation based on an anonymous complaint since evidence will be difficult to obtain and verify, and it will be impossible to assess the complainant's credibility. Complainants and whistleblowers have protection from retaliation under this policy. A thorough investigation of complaints is Syracuse City's goal. It may not be possible to conduct a thorough investigation when a complainant remains anonymous. Therefore, Syracuse City reserves the right to decline to investigate any complaint that is provided anonymously.

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

(e) Within thirty (30) days after receipt of a complaint, the human resources department or another person appointed by the City Manager shall conduct a preliminary investigation. If the human resources department or the City Manager are implicated in the complaint, the City Manager or Mayor will determine an independent person who will conduct the investigation. Criminal allegations will be referred to the proper law enforcement agency.

(f) If the human resources department determines, after preliminary investigation, that there are no reasonable grounds to believe that a violation has occurred, the human resources department shall advise the City Manager to dismiss the complaint. If the City Manager does dismiss the complaint, it shall do so in writing, setting forth the facts and provisions of law upon which the dismissal is based, and shall provide a copy of the written dismissal to the complainant, to the person charged with the violation and to the governing board.

11.040. Whistleblower Protection.

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

CHAPTER 12

HARASSMENT, SEXUAL ABUSE AND ADAAA

12.010. Harassment Policy.
12.020. Sexual Abuse Policy.
12.030. Americans with Disabilities Policy.

12.010. Harassment Policy.

(a) Policy. It is the policy of Syracuse City to provide its employees with a work environment free from discrimination and harassment, where employees treat each other with professionalism, respect, dignity, and courtesy. Each employee must exercise good judgment to avoid engaging in conduct that may be perceived by others as harassment, disrupts or interferes with another's work performance or that creates an intimidating, offensive or hostile environment. Harassment is prohibited and shall not be tolerated by the City under any circumstances. This zero-tolerance policy applies to all employees, officers, and agents of the City, as well as any other third parties doing business with or served by the City.

(b) Purpose. It is the purpose of this policy to communicate to all employees of the City and all persons conducting business with or served by the City that harassment is prohibited. It is also the intent of this policy to inform and communicate to employees experiencing or witnessing harassment that they have a means to discourage and report intimidating, offensive, hostile, or inappropriate conduct and that such reports will be immediately investigated, and appropriate action will be taken.

(c) Notice. All employees of the City shall be responsible for knowing the provisions of this policy regarding harassment. The Human Resources Manager shall be responsible for informing employees of any amendments to this policy. Any violation of this policy by City employees shall result in disciplinary action up to and including termination.

(d) Definitions. As used herein, the following words shall have the meaning described below:

(1) "Retaliation" means an adverse or negative action taken against any person complaining of or reporting harassment or any person involved or cooperating in an investigation of harassment or an adverse or negative action taken against any other person or property as a result of a harassment complaint and/or investigation.

(2) "Harassment" may include but is not limited to unwelcome conduct that is based on race, color, religion, sex, national origin, age (~~over~~ 40 or over), disability, sexual orientation, gender identity, pregnancy, childbirth or pregnancy-related conditions, or genetic information. Harassment becomes unlawful when: (i) enduring the offensive conduct becomes a condition of continued employment, or (ii) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

(3) "Sexual harassment" means unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature when: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(e) Prohibited Conduct. Harassment of any nature is prohibited under this policy, whether or not such conduct rises to the level of unlawful harassment. Examples of the kind of conduct that constitutes harassment under this policy, includes, but is not limited to, the following types of behavior. Prohibitions hereunder include same-sex harassment.

(1) Verbal. Lewd or suggestive comments, repeated sexual innuendoes, sexual flirtations, racial or sexual epithets, derogatory slurs, sexual or off-color jokes, offensive personal or sexual references, propositions, advances, threats or suggestive or insulting sounds;

(2) Visual/Non-Verbal (communicated through any means, including via internet, text messaging or e-mail). Demeaning, insulting, intimidating, sexually suggestive or derogatory photographs, posters, cartoons, graffiti or drawings, objects or pictures, commentaries, leering; or obscene gestures;

(3) Physical. Unwanted physical contact, including touching, interference with any individual’s normal work movement, or assault; and

(4) Other. Any harassment that has the purpose or effect of unreasonably interfering with the individual’s work performance or creating an environment that is intimidating, hostile or offensive. Any conduct that targets a lawfully protected class as mentioned in 10.040.

(5) Gender Role Stereotyping. This conduct consists of assignment of non-job-related duties, functions or roles based on gender. Examples include making coffee, serving refreshments, and running errands, when not related or necessary to the functions and responsibilities of the employee’s position with the City.

(f) Employee Responsibility. Employees shall promptly report any harassing conduct they experience, learn of or witness utilizing the complaint procedures provided herein. Such prompt reporting will assist the City in eliminating any harassment at an early stage and/or reduce or eliminate any resulting harm.

(g) Complaint Procedure. Whenever an employee believes he or she has experienced, learned of, or witnessed any type of harassment, the employee shall report the matter utilizing the following procedures.

(1) Complaint. An employee may report and/or complain of any alleged harassment by verbally notifying or filing a written complaint of the harassment with his or her supervisor. If the employee's supervisor is implicated in the matter or if the employee does not feel comfortable raising the matter with his or her supervisor, the employee may verbally notify or file a written complaint with the employee's department head or the Human Resources Manager. If the department head or the Human Resources Manager is implicated in the matter or if the employee does not feel comfortable raising the matter with his or her department head or the Human Resources Manager, the employee may verbally notify or file a written complaint with the City Manager, City Attorney, or the Mayor. If a member of the City Council or other appointed board or commission member is implicated in the matter, the employee may verbally notify or file a written complaint with the City Manager, City Attorney, or the Mayor. If the Mayor is implicated in the matter, the employee may verbally notify or file a written complaint with the City Manager, City Attorney, or the Human Resources Manager.

(2) Notice. Except as otherwise provided herein, any supervisor, department head, the Human Resources Manager, the City Attorney, or the Mayor receiving notice of an alleged incident of harassment, either verbally or in writing, shall take immediate action to report such incident and/or complaint to the City Manager. In the event the City Manager is implicated in the complaint, the Mayor shall be notified by the supervisor, department head, City Attorney or the Human Resources Manager of the report or complaint.

(3) Investigation. It is an express policy of the City that all complaints of harassment will be investigated. Except as otherwise provided herein, the Human Resources Manager, or his or her designee, shall promptly and thoroughly investigate any such complaint of harassment. In the event the Human Resources Manager is implicated in any harassment complaint, the City Manager shall cause to be conducted a prompt and thorough investigation of the matter. In such event, all references in Subsections (d) and (e) to the Human Resources Manager shall be read to refer to the City Manager. The City may also hire a third-party investigator to conduct any investigation of alleged harassment. All investigations shall include, at a minimum, providing a copy of this policy to the complainant and the accused; informing the parties of the law regarding harassment and the provisions of this policy; and reviewing the complaint with the complainant and the accused.

(4) Decision. Upon completion and review of the investigation, the Human Resources Manager shall determine whether there has been a violation of this policy and shall immediately thereafter take such action as he or she deems appropriate under the circumstances in accordance with applicable procedures regarding the same. In the event a third-party investigator has been hired to investigate the matter, the Human Resources Manager shall review the conclusions of the investigation and make a determination regarding the matter as provided herein. Written notice of the decision, including any appropriate findings and recommended conclusions or remedies, shall be prepared and distributed to the City Manager and department head within a reasonable time from receipt of the complaint.

(5) Determine Remedy. Based on the notice of decision written by the Human Resource Manager, if a violation of this policy is found the City Manager and Department Head shall determine the appropriate discipline for the violator ranging from written reprimand to termination of employment. The City Manager and department head in consultation with the Human Resources Manager shall take the following factors into consideration in determining the appropriate discipline, together with any other appropriate factors:
(a) the relationship of the parties;
(b) the nature of the offense;
(c) the number of complainants; and
(d) the number of occurrences.

(h) File Records. All records concerning the complaint, investigation, findings, and discipline shall be maintained in a confidential file separate from his or her personnel records. If the accused is found to have violated this policy, records concerning the discipline shall be maintained with his or her personnel records. If the accused is found innocent of any violation of this policy, no records concerning the incident shall be maintained with his or her personnel records.

(i) Confidentiality. All complaints and investigations of harassment will be confidential to the extent possible under the circumstances and only those persons necessary for the investigation and resolution of the complaint will be provided information. Breach of this confidentiality requirement may result in disciplinary action being taken.

(j) Retaliation. Employees are entitled to bring good faith complaints regarding alleged harassment and/or to participate in the investigation of any such complaints without any fear of retaliation. Retaliation against an accused or any person involved or cooperating in an investigation of harassment is a separate violation of this policy. If an employee believes he or she has been subjected to any act of retaliation resulting from any complaint or investigation of harassment, he or she has the right to file a complaint hereunder alleging retaliation as a separate action under this policy.

(k) Misuse of Policy. Any false claims of sexual harassment or allegations made in bad faith will result in disciplinary action up to and including termination taken against the accuser.

(l) Other Procedures and Remedies. The grievance procedures provided herein are intended to replace rather than supplement other City grievance procedures for any grievance involving harassment and shall be exhausted prior to pursuing other available remedies.

12.020. Sexual Abuse Policy.

Syracuse City prohibits and does not tolerate sexual abuse or misconduct in the workplace during any organization-related activity. Syracuse City provides procedures for employees, volunteers, council members, board members, or any other victims of sexual abuse or misconduct to report such acts.

Those reasonably suspected or believed to have committed sexual abuse or misconduct will be appropriately disciplined up to and including termination of employment or membership, as well as criminally prosecuted. No employee, volunteer, council member, board member, or other person, regardless of his or her title or position has the authority to commit or allow sexual abuse or misconduct.

Sexual abuse or misconduct may include, but is not limited to:

(a) Child sexual abuse – any sexual activity, involvement or attempt of sexual contact with a person who is a minor (under 18 years old) where consent is not or cannot be given.

(b) Sexual activity with another who is legally incompetent or otherwise unable to give consent.

(c) Physical assaults or violence, such as rape, sexual battery, abuse, molestation, or any attempt to commit such acts.

(d) Unwanted and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, brushing, massaging someone's neck or shoulders, and/or pulling against another's body or clothes.

If an employee, volunteer, council member or board member observes signs of child abuse, observes the abuse of a child, or has suspected abuse disclosed to him/her then he/she shall proceed in the following manner:

1. The employee shall immediately report the incident to the Police Department and his/her direct supervisor.

2. Under the direction of the direct supervisor the employee will contact the Utah Division of Child and Family Services (DCFS) and file a report.

3. The employee shall complete an incident report and the direct supervisor shall submit the report to his/her Department Head.

4. The Department Head shall inform the City Manager who will then communicate with the Mayor, City Attorney, Human Resources, and Police Department, as necessary.

5. The City Manager may follow-up with the employee who filed the initial report.

To provide a safe environment for minors, Syracuse City will take all reasonable measures to avoid one-on-one interactions between adults and minors that are not easily observable by others. Generally, two adults will supervise or be in attendance with minors in any City activity. If individual meetings with a minor shall be held in an office, the door shall be kept open or the meeting shall be held in an office with a window that can be viewed from the hallway. Closed door meetings shall only be held when another adult is put on notice of the meeting and the door remains unlocked.

12.030. Americans with Disabilities Policy.

(a) Policy. It is the policy of the City to fully comply with the provisions and protections of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et. seq.*, as amended, including, but not limited to, the Americans with Disabilities Act Amendments of 2009 (ADAAA), Public Law 110-325, prohibiting employment discrimination against qualified individuals with disabilities. Pursuant to the ADA and the ADAAA, which shall hereinafter be referred to collectively as the ADA, the City shall not discriminate against a qualified individual with a disability in job application procedures, hiring, firing, advancement, compensation, job training, leave, benefits, and any other term, condition, and privilege of employment with the City. It is further the intent of the City to fully comply with the provisions and interpretations of the EEOC regulations and guidelines issued pursuant to authority of the ADA, including,

but not limited to, regulations set forth in 29 C.F.R. Part 1630, as amended.

(b) ADA Coordinator. The Human Resources Manager is hereby designated as the ADA Coordinator for the City. The ADA Coordinator shall be responsible for the administration of this policy. Any questions, comments or complaints regarding matters set forth herein should be addressed to the ADA Coordinator, Syracuse City Offices, 1979 West, 1900 South, Syracuse, Utah, 84075.

(c) Disability. Pursuant to the ADA, an individual with a disability is a person who: (A) has a physical or mental impairment that substantially limits one or more major life activities of such individual; (B) has a record of such impairment; or (C) is regarded as having such an impairment. The ADA only protects a person who is qualified for the job he or she has or for which he or she is applying. A qualified employee or applicant with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position he or she holds or for which he or she is applying. Pursuant to the ADA, the definition of disability shall be construed in favor of broad coverage of individuals.

(d) Reasonable Accommodation. The City shall provide a reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability in accordance with applicable provisions of the ADA, which includes pregnancy, childbirth, breastfeeding, or related conditions, unless doing so would impose an undue hardship on the operation of the City's business. Undue hardship means that providing the reasonable accommodation would result in significant difficulty or expense, based on the resources and operation of the employer's business.

(e) Requesting Reasonable Accommodation. An employer generally does not have to provide a reasonable accommodation unless an individual with a disability has asked for one. Thus, it is generally up to the applicant or employee to request a reasonable accommodation from the City. Any applicant or employee requesting a reasonable accommodation shall make such request to the City's ADA Coordinator as designated in Subsection (b). The request may be made in general terms that the individual needs an adjustment or change for a reason related to a medical condition. The request does not have to include the terms "ADA" or "reasonable accommodation." The City may initiate discussions about the need for a reasonable accommodation if the disability is obvious, *e.g.*, the individual uses a wheelchair, or if the medical condition is causing a performance or conduct problem, as more particularly provided in the ADA and applicable regulations.

(f) Interactive Process for Determining Accommodation. The ADA suggests the employee and employer work together informally in an interactive process to determine potential or appropriate accommodations under the circumstances that would enable the employee to perform the essential functions of his or her job. Once a reasonable accommodation is requested, the ADA Coordinator and the applicant or employee should sit down and discuss the applicant's or employee's needs and identify the appropriate reasonable accommodation. If such consultation does not identify an appropriate accommodation, the City may seek further assistance from the EEOC, State or local vocational rehabilitation agencies, the Job Accommodation Network (JAN), or other appropriate service to assist the City in making individualized accommodations. The ADA Coordinator shall respond promptly to all requests for a reasonable accommodation and should keep lines of communication open with the applicant or employee making the request, particularly when it will take longer than expected to provide an accommodation or when supporting documentation is needed.

(g) Complaint. Whenever an applicant or employee believes he or she has been discriminated against on the basis of a disability regarding his or her employment or application for employment with the City, the applicant or employee may file a written complaint with the ADA

Coordinator. The complaint should set forth the facts and circumstances surrounding the complaint and the basis for the complaint. Upon receipt of a complaint, the ADA Coordinator shall immediately notify the City Manager of the complaint and conduct an investigation of the complaint. The ADA Coordinator may also hire a third party to investigate the matter. Investigation of the complaint may include but is not limited to: interviewing the complainant and affording all interested persons and their representatives, if any, the opportunity to submit oral or documentary evidence relevant to the complaint. The ADA Coordinator shall, within a reasonable time from receipt of the complaint, prepare and distribute his or her findings and conclusions from the investigation, including a description of the resolution of the complaint and notice of the complainant's right to appeal.

(h) Appeal. Any person aggrieved by a decision of the ADA Coordinator regarding a complaint filed hereunder may appeal such decision by filing with the City Council a written appeal within ten (10) days from the date of the decision stating the grounds for the appeal. The City Council shall review the ADA Coordinator's decision for correctness and prepare its findings and conclusions within a reasonable time from receipt of the appeal.

(i) Retaliation. It is unlawful to retaliate against an individual for opposing employment practices that discriminate based on disability or for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, hearing or litigation under the ADA. Any applicant or employee who believes he or she has been subjected to any act of retaliation described herein has the right to file a further complaint alleging reprisal as a separate action under this policy.

(j) Records. The ADA Coordinator shall maintain or cause to be maintained all records of the City pertaining to ADA matters and complaints filed hereunder in accordance with the Utah Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63G-2-101, *et seq.*, as amended, and all applicable records provisions of the ADA. Medical information shall not be filed in the employee's regular personnel file but shall be filed in a separate medical file that is accessible only to designated officials. Disclosure of medical information about applicants or employees shall be subject to the confidentiality requirements of the ADA. An employee's request for a reasonable accommodation shall be considered medical information subject to the ADA's confidentiality requirements.

(k) Other Procedures and Remedies. The grievance procedures provided herein are intended to replace rather than supplement other City grievance procedures for any grievance involving discrimination based upon disability.

CHAPTER 13
NON-DOT DRUG AND ALCOHOL TESTING POLICY

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13.010. Purpose.

The purpose of this policy is to convey to all current and prospective employees of Syracuse City the City's "zero-tolerance" policy on alcohol and drug use in the workplace and to provide guidelines for the implementation and management of a drug and alcohol testing program for the City. This policy is intended to provide a safer and more efficient workforce by avoiding the negative circumstances created by employee drug and alcohol use. These policies and procedures are not intended to create or alter any existing employment status or contract, written or verbal, between Syracuse City and its employees or job applicants. The provisions of this policy are intended and shall be interpreted to be in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act, as set forth in *Utah Code Ann*. §§ 34-41-101, *et seq.,* as amended.

13.020. General Policy.

Alcohol or drug use can impair an employee's ability to safely and effectively perform the functions of the particular job, increase accidents, absenteeism, and sub-standard performance, create poor employee morale, and/or undermine public confidence in the City's work force. It is the policy of the City to employ a workforce and create a workplace free from the adverse effects of alcohol and drug use. To accomplish this, Syracuse City has developed a "zero-tolerance" substance abuse policy for all current and prospective employees as more particularly set forth in this policy. This policy shall be distributed to employees and made available for review by prospective employees.

13.030. Applicability.

This Non-DOT Drug and Alcohol Testing Policy shall apply to all City employees and prospective employees, including those City employees or prospective employees who are required to comply with the DOT Drug and Alcohol Testing Policy as set forth in Chapter 14~~12~~, to the extent not otherwise covered therein. In the event of conflict between the two policies, the DOT Drug and Alcohol Policy shall

control for DOT employees as defined in Chapter 1412.

13.040. Definitions.

As used herein, the following words shall have the meanings set forth below:

(a) Actual Knowledge. "Actual Knowledge" means actual knowledge by an employer that an employee has used a controlled substance and/or alcohol based on the employer's direct observation of the employee or an employee's admission of alcohol and/or controlled substance use. Direct observation as used in this definition means observation of alcohol or controlled substance use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

(b) Adulterated Test Result. "Adulterated Test Result" means a specimen which contains a substance that is not expected to be present in human urine or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

(c) Alcohol. "Alcohol" means the intoxicating agent in beverage alcohol (ethyl alcohol) or other low molecular weight alcohols including methyl and isopropyl alcohol.

(d) Alcohol Use. "Alcohol Use" means the drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

(e) Alcohol Testing. "Alcohol Testing" means to be tested by a certified breath-alcohol technician, using an approved breath alcohol test device or an approved initial screening device, as more particularly set forth in this policy. Blood and urine alcohol testing may also be used at the discretion of the City when breath alcohol testing is not available.

(f) Controlled Substance or Drugs. "Controlled Substance" or "Drugs" means any substance, and its metabolite, recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopathic Pharmacopoeia, or other recognized drug compendia, or supplement to such compendia, including Title 58, Chapter 37 of the Utah Code Annotated (Utah Controlled Substances Act), and any prescribed medication or controlled substance including those assigned by 21 USC 802 and includes all substances listed on Schedule I through Schedule V, as they may be revised from time to time (21 CFR 1308), including but not limited to:

(1) Marijuana

(2) Cocaine

(3) Amphetamines

(4) Benzodiazepines

(5) Barbiturates

(6) Opiates and other narcotics

(7) Phencyclidine (PCP) and other hallucinogens

(g) Drug Testing. "Drug Testing" means the scientific analysis for the presence of drugs or their metabolites in specimens from the human body, as more particularly set forth in this policy.

(h) Employee. "Employee" means any person employed by the City for compensation.

(i) Medical Review Officer (MRO). "Medical Review Officer" or "MRO" means a licensed physician with knowledge of drug abuse disorders used by Syracuse City to determine and verify if a legitimate or medical explanation exists for a positive, adulterated, substituted, or invalid drug test result.

(j) Non-Negative Drug Test Result. "Non-Negative Drug Test Result" means any drug test result other than a negative test result, including, but not limited to adulterated, substituted, diluted or invalid drug test result.

(k) On-Duty. "On-Duty" means all working hours, including meals or break periods, regardless of whether the employee is on Syracuse City property, and at any time the employee represents Syracuse City in any capacity, including operating Syracuse City equipment or vehicles.

(l) Positive Alcohol Test. "Positive Alcohol Test" means test levels on both the initial and confirmation tests that are 0.04 percent or greater (0.04 gm/210 liters of breath or 0.04 gm/deciliter of blood or 0.04 gm/dl of urine).

(m) Positive Drug Test. "Positive Drug Test" means drug test levels on both the screening test and the confirmation test that are at or above the level recognized as positive by the US Department of Health and Human Services in its Mandatory Guidelines for Federal Workplace Drug Testing Programs or the standard cutoff levels set by the laboratory and the MRO has verified the test result as positive.

(n) Prospective Employee. "Prospective Employee" means any person who has made written or oral application for employment with the City and who has been selected as a final applicant for such employment.

(o) Refusal to Submit. "Refusal to Submit" means that the employee: (1) fails to provide adequate breath for alcohol testing as required herein without a valid medical explanation after he or she has received notice of the requirement for breath testing; (2) fails to provide an adequate urine sample for controlled substances testing as required herein without a genuine inability to provide a specimen after he or she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process.

(p) Safety Sensitive Position. "Safety Sensitive Position" means any position involving duties which directly affect the safety of governmental employees or the general public, or positions where there is access to controlled substances as defined in Utah Code Annotated, Title 58, Chapter 37 (Utah Controlled Substances Act) during the course of performing job duties.

(q) Sample. "Sample" means any sample of urine, blood, breath, oral fluid, or hair for drug and/or alcohol screening.

(r) Substituted Test Result. "Substituted Test Result" means a specimen with creatinine and specific gravity values that are so diminished or divergent that they are not consistent with human urine.

(s) Use. "Use" means to illegally consume, sell, purchase, manufacture, distribute, be under the influence of, report to work under the influence of, or be in possession of drugs and/or alcohol. The

term use shall also include the presence of drugs and/or alcohol in the body of an employee, including the presence as a metabolite, the use of a prescription drug without a valid prescription from a health care provider and not using a prescription drug as prescribed by the authorizing health care provider.

(t) Utah Local Governmental Entity Drug-Free Workplace Act. "Utah Local Governmental Entity Drug-Free Workplace Act" means the Drug-Free Workplace Act set forth at *Utah Code Ann.* §§ 34-41-101, *et seq.*, as amended.

13.050. Regulations.

No employee of the City may possess, sell or be under the influence of any drugs or alcohol while on-duty, when conducting City business or while on City premises, as shown by the presence of such substances or their metabolites in the employee's system. The following activities are examples of activities that are strictly prohibited for all Syracuse City employees:

(a) Working while under the influence of a controlled substance or alcohol unless the substance is legally prescribed and used in accordance with the terms of this policy.

(b) Selling, using, purchasing, manufacturing, or possessing an illegal controlled substance or drug paraphernalia while on Syracuse City time, while conducting Syracuse City business, while on Syracuse City property, or while using City vehicles or equipment.

(c) Selling, using, purchasing, manufacturing, or possessing an illegal controlled substance or drug paraphernalia when not at work.

(d) Selling, using, purchasing, manufacturing, or possessing an illegal controlled substance, including prescription medications which are considered controlled substances, unless the prescription medication is legally prescribed to the employee and has been taken as prescribed.

(e) Operating any vehicle or machinery while under the influence of any drug, including prescription or over-the-counter medications which render the employee incapable of safely and adequately operating a vehicle, machinery, or performing any other job duties.

(f) Using alcohol, in any form, while on Syracuse City time or business, or to report to work under the influence of alcohol. An employee is considered to be in violation of this policy if they report to work with a blood alcohol level (as determined by a breath alcohol (BAC) test) greater than or equal to 0.04.

(g) Consuming or using alcohol in any form, four (4) hours prior to a scheduled work period, or while “on-call.”

(h) Refusing to submit a specimen for controlled substances or alcohol testing.

(i) Having positive drug and/or alcohol test results.

(j) Tampering with, substituting, or adulterating any specimen collected for drug and/or alcohol testing. Any sample reported by the laboratory or MRO as “substituted” or “adulterated” will be considered a “refusal to test” or a refusal to submit a valid sample.

(k) Obstructing or not fully cooperating with specimen collection or testing procedures.

(l) Failing to report the legal use of prescription and/or over-the-counter medications that could adversely render the employee incapable of operating a vehicle, machinery and performing job duties.

(m) For a Syracuse City supervisor to allow an employee to work if they have actual knowledge that the employee has violated this policy or has reasonable suspicion to believe that an employee may be impaired by drugs and/or alcohol.

13.060. Zero-Tolerance.

If it is determined that an employee tests positive for use of controlled substances and/or alcohol, abuses prescribed drugs, refuses to provide a sample, knowingly supplies an excess fluids (diluted), substituted or adulterated sample, or otherwise violates the terms and provisions of this policy, that employee shall be subject to disciplinary action, up to and including termination. Any disciplinary action taken for violations of this policy shall comply with the disciplinary action procedures, as applicable, set forth in Chapter 25~~2~~ of these Policies and Procedures.

13.070. Voluntary Rehabilitation.

Employees seeking assistance with overcoming drug or alcohol abuse before they are selected and tested for drug and/or alcohol testing and before it interferes with job performance may contact their supervisor, department head, or the Human Resources Manager for information about counseling and rehabilitation programs. Employees having a drug or alcohol problem are strongly encouraged to seek help. The Human Resources Manager may provide assistance in referring employees to appropriate rehabilitation programs. This assistance, however, does not financially obligate the City for the costs associated with rehabilitation. Rehabilitation is the employee's responsibility. The City will allow employees who seek voluntary assistance for alcohol and drug problems to first utilize their accrued sick leave and then their accrued annual leave for rehabilitation. Leave without pay may be requested by the employee and will be considered on an individual case basis. If the FMLA does not apply, an employee's position may be held open for a reasonable period of time up to a maximum of thirty (30) days for voluntary rehabilitation upon approval by the City Manager. Employees returning to work after treatment must first provide the City with a certification from a reputable substance abuse program that the employee is sober, has successfully completed the treatment program and has the potential for full recovery. A licensed professional medical practitioner that specializes in substance abuse must sign this certification. The employee must also, as a condition of returning to work, agree to follow-up rehabilitation drug and/or alcohol testing and sign a return to work agreement. Follow-up rehabilitation testing will be required for a period of not less than six (6) months and not more than one (1) year after completion of the employee's substance abuse treatment program. The date and time of any required follow-up rehabilitation drug and/or alcohol testing will be unannounced and conducted on a random basis. Voluntary notification and enrollment in a rehabilitation program shall only prevent disciplinary action for previous drug or alcohol use that was unknown to the City and shall not prevent the City from testing or taking disciplinary action against an employee who subsequently violates this policy.

13.080. Prescription and Over-the-Counter Drugs.

Prescribed and over-the-counter drugs and the necessary instrumentalities of administration brought on City premises may only be used by the person for whom they are prescribed and taken as directed so long as the use of such drugs does not adversely affect the safety of the work environment or significantly impede performance of essential job functions. There are various prescription and over-the-

counter drugs that may adversely affect the safety of the work environment. Examples include, but are not limited to, pain relievers that contain opiates, medical marijuana, and muscle relaxants. It is the employee's responsibility to be informed about the effects of prescription and over-the-counter drugs they are taking by reading the information that accompanies the drug, including any information provided by the pharmacist, by consulting with their physician, and by accessing and utilizing other sources of information available to the employee, and acting accordingly. Any employee who chooses or is medically required to use prescribed or over-the-counter medications that may adversely affect the safety of the work environment, shall immediately notify his or her department head of the type of medication and time period over which said medications will be taken. The department head will make a determination of any restrictions to be placed on the employee after appropriate confidential consultation with the Human Resources Manager, the City Attorney's Office, and/or medical professionals. A written statement from the employee's physician may be required regarding whether the physician is of the opinion that the employee can safely work or perform his or her job duties while taking the prescribed drug. Any employee who chooses or is medically required to use a prescribed or over-the-counter medication outside of the workplace must ensure that: (1) they use the medication as prescribed, (2) at least 12 hours have passed since the medication was used, and (3) the impairing effects have ended prior to reporting for work. For purposes of this policy, medications used as prescribed, which do not constitute a safety concern, shall not be considered a violation of this policy.

13.090. Testing Required.

In accordance with the provisions of this policy, all prospective and current employees shall be subject to drug and alcohol testing as a condition of hiring and continued employment with the City. Failure to comply with this policy shall result in the City refusing to hire a prospective employee or disciplinary action for current employees as set forth in Section 13.06011.060 regarding the City's zero-tolerance policy. All drug testing shall consist of a CRL nine (9) panel plus narcotics drug screen to set for the presence of controlled substances. All testing shall be based on and under the circumstances set forth in Section 13.10011.100 regarding basis for testing.

13.100. Basis for Testing.

Prospective and current employees shall be subject to testing for the presence of drugs and/or their metabolites and alcohol by the City in accordance with the provisions of this policy as a condition of hiring and continued employment for any of the following reasons or under the following circumstances.

(a) Pre-Employment. All prospective employees, upon acceptance of a conditional offer of employment with the City, shall be required to submit to a pre-employment drug test at the facility designated by Syracuse City. Pre-employment tests will be conducted on prospective employees on their own time, meaning that prospective employees will not be paid for the time they spend participating in pre-employment testing required by Syracuse City. All pre-employment drug testing will be conducted at the third-party administrator's facility and prospective employees are responsible for their transportation to and from the collection facility. Refusal to consent to a pre-employment drug test will terminate further action towards employment. A positive, adulterated, or substituted test result will also terminate further action towards employment with Syracuse City. Only those prospective employees whose pre-employment drug test results are negative will be considered for further action towards employment.

(b) Reasonable Suspicion. Employees acting in a manner which raises reasonable suspicion that the employee has improperly used or reported to work under the influence of drugs or alcohol shall be subject to drug and alcohol testing which may include standardized field sobriety testing and drug recognition expert (DRE) examination. "Reasonable suspicion" shall be determined by the

supervising agent and shall mean an articulated belief based upon recorded facts and reasonable inferences drawn from those facts that the employee is in violation of this policy. Reasonable suspicion drug and/or alcohol testing will be required when there is any of the following: observable phenomena (actual use, possession, odors, etc.); abnormal behavior or physical characteristics; or a drug-related investigation, arrest, or conviction or any investigation of theft.

(1) In the event that reasonable suspicion testing is warranted, it is the responsibility of an agent of Syracuse City to transport the employee being tested to and from the testing facility. In most cases, either the Designated Employee Representative (DER) or the employee's supervisor will be responsible for transporting the employee.

(2) Before requiring reasonable suspicion testing, the employee's supervisor or the person requesting the reasonable suspicion testing shall complete the "Observed Behavior-Reasonable Cause Record". It is essential that this form be completed before the employee is required to submit to testing in order to properly document the circumstances leading up to the testing referral.

(3) Any employee who is required to submit to reasonable suspicion testing will be removed from any safety sensitive functions and placed on alternative duty, if necessary, or placed on paid administrative leave until the results of the drug and/or alcohol test can be verified. If the test result(s) are negative, the employee will be able to return to work upon receipt of the test result(s). If the test results are positive, the employee will be subject to termination as provided herein.

(4) If an employee refuses to submit to reasonable suspicion testing or attempts to leave any Syracuse City premises and is impaired, in the opinion of a trained supervisor, to the extent that he/she would present a danger to either him/herself or others, local law enforcement should be contacted immediately by the supervisor.

(5) In an effort to ensure that supervisors are knowledgeable about the symptoms of drug and/or alcohol use, training on symptom recognition will be held for all Syracuse City employees in supervisory positions and only those persons who have attended the training will be qualified to require reasonable suspicion testing. Records regarding training attendance will be kept for a minimum of three (3) years after the date of the training.

(c) Random. Employees in safety sensitive positions shall be subject to unannounced drug and alcohol testing.

(1) Random drug and/or alcohol testing will be conducted for Syracuse City employees working in non-DOT safety sensitive positions, including, but not limited to the following positions:

- Administration
  - IT Manager
  - IT Technician

- Community Development Department
  - Building Inspector
  - Building Official

- Code Enforcement Officer

- Fire Department
  - Battalion Chief
  - Deputy Fire Chief
  - Fire Captain
  - Fire Captain/Paramedic
  - Fire Chief
  - Fire Engineer
  - Fire Engineer/Paramedic
  - Fire Fighter
  - Fire Fighter/Paramedic
  - Fire Marshal

- Parks & Recreation Department
  - ~~Cemetery Maintenance Worker~~
  - Facilities Maintenance Technician
  - ~~Gang Mower Operator~~
  - Land Maintenance Worker
  - Parks Maintenance Crew Leader
  - Parks Maintenance Worker
  - Recreation Manager
  - Recreation Program Coordinator
  - Site Supervisor

- Police Department
  - Assistant Police Chief
  - ~~Bailiff~~
  - Crossing Guard
  - Police Chief
  - Police Lieutenant
  - Police Officer
  - Police Sergeant

- Public Works Department
  - City Engineer
  - Engineering Technician
  - Environmental Maintenance Worker
  - Facilities Maintenance Technician
  - Facilities Maintenance Superintendent
  - ~~Meter Reader~~
  - Public Works Director
  - Public Works Inspector
  - Streets Maintenance Worker
  - Water Maintenance Worker

(2) Selection for random testing will be done by an outside organization in order to ensure that selection is truly random and is uninfluenced by any personal characteristics, behavior, or any other attribute.

(3) Random drug and alcohol testing will be conducted quarterly. Random drug testing will be administered at a fifty (50) percent annualized rate. Random alcohol testing will be conducted at a ten (10) percent annualized rate. This means that the total number of drug tests conducted during any twelve (12) month period will be equal to at least fifty (50) percent of the total Syracuse City non-DOT testing pool, and the total number of alcohol tests conducted during any twelve (12) month period will be equal to at least ten (10) percent of the total Syracuse City non-DOT testing pool. Employees will be notified by their supervisor and/or the DER of the requirement to submit to a random drug and/or alcohol test and should then proceed immediately to the collection site designated by Syracuse City.

(d) Post-Accidents.

1) Employees involved in any work-related accident involving the following are required to submit to post-accident drug and alcohol testing:

a) A vehicle in motion operated by a city employee;

b) Any accident or incident of such a nature that there is a reasonable possibility that impairment due to drug or alcohol use could be a contributing factor, for the following incidents:

1) Injury to any person requiring medical treatment by a healthcare provider; or

2) Property damage, other than to city vehicles, anticipated to exceed $1,000.

2) Off-duty employees involved in motor vehicle accidents involving Syracuse City vehicles will also be subject to post-accident drug and alcohol testing as directed above.

3) Procedure.

(a) Post-accident drug tests must be conducted within 32 hours of the accident and/or incident. Post-accident alcohol tests should be conducted within two (2) hours of the accident and not later than eight (8) hours after the accident. If these time limits have passed, the City should cease attempts to collect the sample.

(b) In the event that post-accident drug and alcohol testing is warranted, it is the employee's supervisor's responsibility or an agent of Syracuse City or emergency personnel to transport the employee being tested to and from the testing facility. In most cases, it is the employee's supervisor's responsibility to ensure the employee is transported. The testing facility to use during business hours (8AM-5PM) is the Layton WorkMed. If the accident occurred after business hours the supervisor shall call the after-hours WorkMed phone (801-387-8378) for drug and alcohol testing to be done.

(c) Any employee who is required to submit to post-accident drug and alcohol testing will be removed from any safety sensitive functions and placed on alternative duty, as necessary, or placed on paid administrative leave until

the results of the drug and alcohol tests can be verified. If the test results are negative, the employee will be able to return to work upon receipt of the test results. If the test results are positive or non-negative, the employee will be subject to termination as provided herein.

(e) Pre-Announced Periodic. Employees may be subject to pre-selected and pre-announced drug and alcohol testing as a condition of continued employment conducted on a regular schedule.

(f) Rehabilitation. Employees in any rehabilitation program shall be subject to drug and alcohol testing in accordance with the program requirements or as part of a return-to-work requirement after treatment or program participation. Rehabilitation testing means unannounced but pre-selected drug or alcohol testing done as part of a program of counseling, education, and treatment of an employee in conjunction with this policy.

(g) Compliance. Employees shall be subject to drug and alcohol testing when required by State or Federal law. See, DOT Drug and Alcohol Testing Policy regarding additional drug and alcohol testing requirements for employees subject to commercial driver's license requirements under the Omnibus Transportation Employees Testing Act and the Department of Transportation Regulations enacted thereunder.

13.110. Testing Procedures.

A licensed medical facility will conduct drug and Alcohol screening.

(a) Samples. Prospective employees and current employees shall submit a split urine sample for drug testing or retesting as required herein. The urine sample shall be divided into two specimen bottles by the third-party entity in accordance with the Utah Governmental Entity Drug-Free Workplace Act. Alcohol testing will typically be done with an evidentiary breath testing device.

(b) Inadequate Samples. In the case of urine-based drug testing, a prospective employee who fails to provide an adequate quantity of urine for testing according to the third party's guidelines will no longer be considered for employment. If an employee fails to provide an adequate quantity of urine according to the third party's guidelines the third-party administrator will notify the MRO to determine pertinent information concerning whether or not the individual's inability to provide a specimen is genuine or constitutes a refusal to test. Upon completion of the examination, the MRO will report their conclusions to the Syracuse City DER in writing. If the City or the collector has reasonable cause to believe that the donor of the sample has tampered with their sample, a new sample will be immediately collected.

(c) Testing. Sample drug testing shall conform to scientifically accepted analytical methods and procedures and shall be conducted in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act by an independent laboratory certified for employment drug testing by either the Substance Abuse and Mental Health Services Administration or the College of American Pathology. The City has designated Intermountain WorkMed as the City's third-party administrator to assist in setting up and administering the drug and alcohol testing program set forth herein.

(d) Dilute Specimens. Specimens which the laboratory reports as dilute, meaning specific gravity less than 1.003 and creatinine levels less than 20 mg/dL, may be considered invalid and the

employee/applicant will be required to give a second specimen. The second specimen will be considered the final result.

(e) Invalid Specimens. If Syracuse City receives a test result that is determined to be invalid, the employee will be immediately retested. The employee will be given no notification of the need to retest. No action will be taken regarding the first test result and the results of the second test will be considered final. A second "invalid" test result will be treated as a positive test result.

(f) Time. Any drug or alcohol testing required by the City under this policy shall occur during or immediately after the regular work period for current employees and shall be deemed work time for purposes of compensation and benefits for current employees.

(g) Costs. Except as otherwise provided, the City shall pay all costs of sample collection and testing required herein, including the cost of transporting current employees to the testing site if the testing is conducted at a place other than the work site.

(h) Disclaimer. A physician/patient relationship is not created between a prospective or current employee and the City or any person performing the test, solely by this policy and the procedures set forth herein.

13.120. Results.

(a) Positive. Positive test results shall refer to those test results that meet or exceed the standard permissible levels of substance in the body as defined and set forth in this policy, the Federal DOT Rules and Regulations if addressed therein, or by standards adopted by the State of Utah if not addressed by the Federal DOT Rules and Regulations.

(b) MRO. It is the policy of Syracuse City that all positive or non-negative drug tests results be immediately referred to an MRO to verify the positive or non-negative result. In the case of a positive, adulterated, substituted, or invalid test result, the employee or prospective employee shall be so advised by the MRO by telephone on a confidential basis prior to the reporting of the results to the designated employer representative. The employee shall have the right to discuss and explain the results, including the right to advise the MRO of any prescription or over-the-counter medication or other substance consumed which may have affected the results of the test. The MRO shall also review the chain-of-custody documentation to ensure compliance with normal chain-of-custody procedures. If the MRO can verify a legitimate explanation, the MRO would then reverse the test result to negative and report it as negative to the employer. The MRO can report a positive or non-negative test to the employer, without interviewing the employee/applicant, if: an individual has expressly declined the opportunity to discuss the test result with the MRO; the employer has successfully made and documented a contact with the employee and instructed the employee to contact the MRO and more than 72 hours have passed since the time the employer contacted the employee; or if neither the employer nor MRO, after making and documenting all reasonable efforts, has been able to contact the employee within ten (10) days of the date on which the MRO receives the confirmed test result from the laboratory. No MRO review will be done on positive breath or blood alcohol tests.

(c) Notice. In addition to the MRO procedures set forth in Subsection (b), prospective and current employees shall be notified as soon as possible of any positive test results conducted in accordance with this policy by telephone or in writing at their last-known telephone number and address and told of his or her option to have the split urine sample tested as provided in Subsection (e).

(d) Confirmation. Before the result of any test required herein may be used as a basis for action by the City, the positive test result shall be verified or confirmed using a gas chromatography-mass spectroscopy, or other comparably reliable analytical method.

(e) Second Test Option. If the test results of the urine sample indicate the presence of drugs or their metabolites, the donor of the test shall have seventy-two (72) hours from the time he or she is notified of such results to request, at his or her option, to have the split urine sample testing performed. The cost of the second test shall be equally divided between the donor and the City, unless the second sample tests negative, in which case the City shall pay for the entire cost of the second test. In addition to the initial test results, the test results of the split urine sample shall be considered at any subsequent disciplinary hearing if the requirements of this policy have been complied with in the collection, handling and testing of the samples.

(f) Request for Report. An employee who has tested positive or non-negative shall have the right to request, in writing, from the City a copy of the laboratory and MRO report regarding the testing.

13.130. Action.

(a) Referral. Any non-DOT employee who has a non-negative drug test or a positive breath alcohol test result will be immediately referred by the Syracuse City DER to the Employee Assistance Program (EAP), a licensed substance abuse counselor (LSAC), or a Substance Abuse Professional (SAP) for an initial consultation. Syracuse City will be responsible for the cost of the initial consultation. However, additional services provided to the employee by the SAP and/or LSAC will be at the expense of the employee.

(b) Discipline or Refusal to Hire. The City may use confirmed positive test results or non-negative test results, or any refusal of a prospective or current employee to take the test, as a basis for disciplinary action up to and including termination of current employees and refusal to hire prospective employees. Any disciplinary action taken by the City for violation of this policy shall be in accordance with the City disciplinary procedures. Such procedures shall include any required pre-disciplinary hearing and appeal proceedings.

(c) Rehabilitation. The City may also require that any employee rendering positive test results enroll in a City-approved rehabilitation, treatment, or counseling program, which may include additional drug or alcohol testing, at the expense of the employee and as a condition of continued employment.

13.140. Confidentiality and Access to Test Results.

The use and disposition of all drug and alcohol testing results and records shall be considered confidential and are subject to the limitations of the Utah Government Records Access and Management Act and the Americans with Disabilities Act. In an effort to ensure that all drug and/or alcohol test results remain confidential, the third-party administrator and/or MRO for the Syracuse City drug testing program are only authorized to release test results to the Syracuse City DER. After being received by Syracuse City, all drug and alcohol test results will be stored in confidential employee files (established for all Syracuse City employees) and will remain confidential to the extent required or allowed by law. The DER will determine which person(s) within the City have a need to know which test results. Test and other records will be maintained in a secure manner so that disclosure of confidential and/or medical information to unauthorized persons does not occur. Test results may be released in legal proceedings where the employee raises the issue of drug test (i.e. unemployment hearing, wrongful termination, etc.).

Test results can be released to persons representing Syracuse City (i.e. attorneys, workers compensation insurance adjuster, etc.). Employees, former employees, and prospective employees can request copies of their drug and/or alcohol test results by making a written request to the Syracuse City DER.

13.150. Notification of ~~Conviction~~Citation, Arrest or Charge.

Any existing employee who is cited, arrested, or criminally charged in relation to violence, drugs, alcohol, sexual offense, or for a felony offense must notify their supervisor or Human Resource Manager, or designee in writing, prior to the start of their next shift after being cited, arrested, or charged. Failure to notify may result in disciplinary action, up to and including termination. The employment status of an employee who is cited, arrested, or criminally charged will be evaluated on a case-by-case basis using the same factors outlined in Section 15.010 (h).~~Any investigation by law enforcement or conviction for controlled substance or alcohol activity may be cause for dismissal from employment. Failure of an employee to report any conviction for illegal drug use or alcohol misuse to their supervisor and/or the Syracuse City DER within five (5) days of conviction may result in disciplinary action up to and including termination.~~

13.160. Americans with Disabilities Act (ADA).

Alcoholism is considered a disability under the ADA. Syracuse City will make reasonable accommodations for current employees who suffer from alcoholism, including encouraging an employee to participate in rehabilitation programs. However, Syracuse City will hold an alcoholic employee to the same performance standards as other employees and will discipline an employee, up to an including termination, if the employee's alcohol use adversely affects the employee's job performance or is considered to be a safety hazard. An employee or prospective employee whose controlled substance or alcohol (except as modified by the ADA) tests are confirmed and verified positive in accordance with the provisions of this program shall not, by reason of those results alone, be defined as a person with a "handicap" or "disability" for the purposes of Utah Code Annotated Chapter 35, Title 34 (Utah Anti-Discriminatory Act) or the Federal Americans with Disabilities Act.

13.170. Amendments.

Syracuse City reserves the right to interpret, modify, and/or revise this policy in whole or in part. Nothing in this policy is to be construed as an employment contract nor does this alter an employee's employment status. This policy will be amended from time to time to comply with changes in Federal and State laws.

CHAPTER 14
DOT DRUG AND ALCOHOL TESTING POLICY

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14.010. Purpose.

The purpose of this policy is to provide guidelines for the implementation and management of a drug and alcohol testing program for City employees and prospective employees who are subject to the Commercial Driver's License (CDL) drug and alcohol testing requirements under the Federal Omnibus Transportation Employee Testing Act of 1991, as amended, and the Department of Transportation (DOT) Regulations promulgated thereunder. The provisions of this policy are intended and shall be interpreted in accordance with the Federal Omnibus Transportation Employee Testing Act of 1991, as amended, and

the DOT Regulations as defined herein. This policy is not intended to create or alter any existing employment status or contract, written or verbal, between Syracuse City and its employees or prospective employees.

14.020. General Policy.

Alcohol or drug use can impair an employee's ability to safely and effectively perform the functions of the particular job, increase accidents, absenteeism, and sub-standard performance, create poor employee morale, and/or undermine public confidence in the City's work force. It is the policy of the City to employ a workforce and create a workplace free from the adverse effects of alcohol and drug use to ensure the safety, personal health, and productivity of its employees, as well as the health and safety of those with whom Syracuse City employees come in contact. In addition, Syracuse City is committed to reducing highway accidents that result from driver misuse of drugs and alcoholic substances, thereby reducing fatalities, injuries, and property damage. To accomplish this, Syracuse City has developed a "zero-tolerance" substance abuse policy for all current and prospective CDL employees as more particularly set forth in this policy. This policy shall be distributed to all CDL employees and made available for review by prospective CDL employees. Employees may refer any questions regarding this policy or the materials referred to herein to the Human Resources Manager or designee.

14.030. Applicability.

This policy applies to all employees in the service of Syracuse City for compensation, and prospective employees, who are required to hold and maintain a Commercial Driver's License as a condition of employment and/or who operate a commercial motor vehicle in commerce and who are subject to the Commercial Driver's License requirements of the Department of Transportation, including, but not limited to 49 CFR Part 383, as amended, referred to and defined herein as "CDL employees." All other employees shall comply with the Non-DOT Drug and Alcohol Policy set forth in Chapter 1311, rather than the provisions set forth herein. All CDL employees shall be subject to the testing requirements of this policy and the Non-DOT Drug and Alcohol Policy subject to the following limitation. When the provisions of this policy are applicable to a certain situation, this policy shall be complied with and no other testing requirements may be imposed. However, when provisions of this policy do not apply to a situation which is otherwise covered by the Non-DOT Drug and Alcohol Policy, CDL employees shall be subject to testing under the Non-DOT Drug and Alcohol Policy. For instance, if a CDL employee is involved in an accident involving loss of life requiring testing under this policy, the employee would be subject to testing under this policy and not subject to testing under the Non-DOT Drug and Alcohol Testing Policy. However, if the employee is involved in an accident not requiring testing under this policy but requiring testing under the Non-DOT Drug and Alcohol Testing Policy, the CDL employee would be subject to testing under the Non-DOT Drug and Alcohol Testing Policy. In any case, if there is any conflict between this policy and any other policy or regulation of the City, the requirements of this policy shall control, and no other testing requirements shall be imposed which would conflict or hinder compliance with this policy. In accordance with DOT Regulations, testing under Chapter 1311 cannot be combined with testing required under this Chapter 1412.

14.040. Definitions.

Words not otherwise defined but used in this policy or in the materials referenced herein are defined in 49 CFR § 386.2, 49 CFR § 390.5 and 49 CFR § 40.3, as amended. As used herein, the following words shall have the meanings set forth below:

(a) Actual Knowledge. "Actual Knowledge" means actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use, except as provided in Section 14.070~~12.070~~ regarding voluntary admission. Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing as used herein.

(b) Alcohol. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

(c) Alcohol Concentration (or Content). "Alcohol Concentration" or "Alcohol Content" means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

(d) Alcohol Use. "Alcohol Use" means the drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

(e) CDL Employee. "CDL Employee" means any employee in the service of Syracuse City for compensation who is required to hold and maintain a Commercial Driver's License as s condition of employment and/or who is required as part of his or her job duties to operate a commercial motor vehicle in commerce and who is subject to the commercial driver's license requirements of 49 CFR Part 383, as amended.

(f) Commerce. "Commerce" means: (1) any trade, traffic, or transportation within the jurisdiction of the United States between a place in a State and a place outside of such State, including a place outside of the United States; and (2) trade, traffic, and transportation in the United States which affects any trade, traffic, and transportation as described in Subsection (1).

(g) Commercial Motor Vehicle. "Commercial Motor Vehicle" means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle:

(1) Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating more than 10,000 pounds; or

(2) Has a gross vehicle weight rating of 26,001 pounds; or

(3) Is designed to transport 16 or more passengers, including the driver; or

(4) Is of any size and is used in the transportation of material found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 USC § 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR Part 172, subpart F).

(h) Controlled Substances or Drugs. "Controlled Substances" or "Drugs" means those substances identified in 49 CFR 40.85, as amended, consisting of the following:

(1) Marijuana métabolites

(2) Cocaïne métabolites

(3) Amphétamines

(4) Opiate métabolites

(5) Phencyclidine (PCP)

(i) Designated Employee Representative (DER). “Designated Employee Representative” or “DER” means an individual identified by Syracuse City as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The individual must be an employee of Syracuse City and cannot be a service agent. The City’s DER is the Human Resources Manager.

(j) DOT Regulations. "DOT Regulations" means the rules and regulations promulgated by the U.S. Department of Transportation for alcohol and controlled substance testing requirements for employees subject to the Commercial Driver's License requirements pursuant to the Omnibus Transportation Act of 1991, including, but not limited to §§ 49 C.F.R. 40 and 49 C.F.R. 382, as amended.

(k) Driver. “Driver” means any person who operates a commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent, owner-operator contractors. For the purposes of pre-employment/pre-duty testing only, the term *driver* includes a person applying to the City to drive a commercial motor vehicle.

(l) Medical Review Officer (MRO). “Medical Review Officer” or “MRO” means a licensed physician who is responsible for receiving and reviewing laboratory results generated by the City’s drug testing program and evaluating medical explanations for certain drug test results.

(m) Prospective CDL Employee. “Prospective CDL Employee” means any person who has made a written or oral application to become an employee of Syracuse City in a position defined as a CDL employee.

(n) Refuse to Submit. “Refuse to Submit” means that a CDL employee:

(1) Fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the City, consistent with applicable DOT agency regulations, after being directed to do so by the City. This includes the failure of an employee to appear for a test when called by the TPA (see, 49 CFR 40.61(a));

(2) Fails to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences a pre-employment test is not deemed to have refused to test as provided in the DOT Regulations (see, 49 CFR 40.63(c));

(3) Fails to provide a urine specimen for any drug test required by this Policy or the DOT Regulations. Provided, that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test (see, 49 CFR 40.63(c));

(4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the driver's provision of a specimen (see, 49 CFR 40.67(l) and 40.69(g));

(5) Fails to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure (see, 49 CFR 40.193(d)(2));

(6) Fails or declines to take a second test the City, TPA or collector has directed the CDL employee to take;

(7) Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER under 49 CFR 40.193(d). In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;

(8) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or

(9) Is reported by the MRO as having a verified adulterated or substituted test result.

(o) Safety-Sensitive Functions. “Safety-Sensitive Functions” means all time from the time a CDL employee begins to work or is required to be in readiness to work until the time he or she is relieved from work and all responsibility for performing work. An employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions and includes any of those on-duty functions defined in 49 CFR 395.2. Safety-sensitive functions shall include all duties deemed safety-sensitive under the DOT Regulations, including, but not limited to, the following:

(1) All time at City facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the City;

(2) All time inspecting equipment as required by 49 CFR 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;

(3) All time spent at the driving controls of a commercial motor vehicle in operation;

(4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR 393.76);

(5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and

(6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

(p) Stand-Down. "Stand-Down" means the practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, and adulterated test, or a substituted test, before the MRO has completed the verification of the test results. The City is prohibited from standing down an employee, except consistent with a waiver from the FMCSA.

(q) Third Party Administrator (TPA). "Third Party Administrator" or "TPA" means a service agent that provides or coordinates one or more drug and/or alcohol testing services to DOT-regulated employers. TPA's typically provide or coordinate the provision of a number of such services and perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs.

14.050. Prohibitions.

The following conduct is prohibited under this policy in accordance with the prohibitions set forth in 49 CFR 382, Subpart B:

(a) Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. No employer having actual knowledge that a driver has an alcohol concentration of 0.04 or greater shall permit the driver to perform or continue to perform safety-sensitive functions.

(b) On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions. No employer having actual knowledge that a driver is using alcohol while performing safety-sensitive functions shall permit the driver to perform or continue to perform safety-sensitive functions.

(c) Pre-Duty Use. No driver shall perform safety-sensitive functions within four hours after using alcohol. No employer having actual knowledge that a driver has used alcohol within four hours shall permit a driver to perform or continue to perform safety-sensitive functions.

(d) Use Following an Accident. No driver required to take a post-accident alcohol test under this policy and in accordance with 49 CFR 382.303 shall use alcohol for eight hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.

(e) Refusal to Submit to Required Test. No driver shall refuse to submit to a post-accident alcohol or controlled substances test required under this policy and in accordance with 49 CFR 382.303, a random alcohol or controlled substances test required under this policy in accordance with 49 CFR 382.305, a reasonable suspicion alcohol or controlled substances test required under this policy in accordance with 49 CFR 382.307, or a follow-up alcohol or controlled substances test required under this policy or 49 CFR 382.311. No employer shall permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions. Refusal to submit to a required test shall be deemed a violation of this policy and shall result in disciplinary action, up to and including termination.

(f) Controlled Substances Use. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. No employer having actual knowledge that a driver has used a controlled substance shall permit

the driver to perform or continue to perform a safety-sensitive function. The City may require a driver to inform the City of any therapeutic drug use as more particularly provided in this policy.

(g) Controlled Substances Testing. No driver shall report for duty, remain on duty, or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances. No employer having actual knowledge that a driver has tested positive or has adulterated or substituted a test specimen for controlled substances shall permit the driver to perform or continue to perform safety-sensitive functions.

14.060. Zero-Tolerance.

If it is determined that a CDL employee violates any term, condition, or provision of this policy, that employee shall be subject to disciplinary action, up to and including termination. Any disciplinary action taken for violations of this policy shall comply with the disciplinary action procedures, as applicable, set forth in Chapter 2522 of these Policies and Procedures.

14.070. Voluntary Self-Identification Program.

(a) Self-Identification Program. CDL employees of the City may voluntarily admit to alcohol misuse or controlled substances use ("admission") in accordance with the provisions of this Section setting forth the City's voluntary self-identification program. The provisions of this program are intended to comply with the provisions and requirements of 49 CFR 382.121, as amended. Voluntary admissions should be made to the employee's supervisor or the Human Resources Manager. Employees having a drug or alcohol problem are strongly encouraged to seek help.

(b) Prior to Selection or Violation. To qualify for the City's voluntary self-identification program, the CDL employee must make the admission of alcohol misuse or controlled substances use prior to performing a safety-sensitive function (i.e., prior to reporting for duty) and prior to being selected for testing under this policy (i.e., the admission cannot be made in order to avoid testing under the requirements of this policy.

(c) No Adverse Action. The City shall not take any adverse action against a CDL employee making a voluntary admission of alcohol misuse or controlled substances use in accordance with the conditions and provisions of this Section.

(d) Evaluation and Treatment. A CDL employee who has made a voluntary admission of alcohol misuse or controlled substances use in accordance with the terms and conditions of this Section shall be given sufficient opportunity to seek evaluation, education, or treatment to establish control over the employee's drug or alcohol problem.

(e) Costs and Leave. The City will pay for the first visit to a drug and alcohol abuse evaluation expert. All other costs of evaluation, treatment and rehabilitation shall be the employee's responsibility. The City will allow employees who seek voluntary assistance for alcohol and drug problems under this program to first utilize their accrued sick leave and then their accrued annual leave for rehabilitation. Leave without pay may be requested by the employee and will be considered on an individual case basis. If the FMLA does not apply, an employee's position may be held open for a reasonable period of time up to a maximum of thirty (30) days for voluntary rehabilitation upon approval by the City Manager.

(f) Successful Completion. The CDL employee shall not perform any safety-sensitive functions until and unless the employee has successfully completed an educational or treatment program, as determined by a drug and alcohol abuse evaluation expert (i.e., an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor). Employees returning to work after treatment must first provide the City with a certification from a reputable substance abuse program that the employee is sober and has successfully completed the treatment program. A licensed professional medical practitioner that specializes in substance abuse must sign this certification.

(g) Return to Duty Testing. Prior to performing any safety-sensitive functions, the employee shall undergo a return to duty test with a result indicating an alcohol concentration of less than 0.02 and/or a return to duty-controlled substances test with a verified negative test result for controlled substances use.

(h) Follow-Up Testing. The employee must also, as a condition of returning to work, agree to follow-up rehabilitation drug and/or alcohol testing and sign a return to work agreement. Follow-up rehabilitation testing will be required for a period of not less than six (6) months and not more than one (1) year after completion of the employee's substance abuse treatment program. The date and time of any required follow-up rehabilitation drug and/or alcohol testing will be unannounced and conducted on a random basis.

(i) Disclaimer. Voluntary notification and enrollment in a rehabilitation program shall only prevent disciplinary action for previous drug or alcohol use that was unknown to the City and shall not prevent the City from testing or taking disciplinary action against an employee who subsequently violates this policy.

14.080. Prescription and Over-the-Counter Drugs.

Prescribed and over-the-counter drugs and the necessary instrumentalities of administration brought on City premises may only be used by the person for whom they are prescribed and taken as directed so long as the use of such drugs does not adversely affect the safety of the work environment or significantly impede performance of essential job functions. There are various prescription and over-the-counter drugs that may adversely affect the safety of the work environment. Examples include, but are not limited to, pain relievers that contain opiates, and muscle relaxants. It is the employee's responsibility to be informed about the effects of prescription and over-the-counter drugs they are taking by reading the information that accompanies the drug, including any information provided by the pharmacist, by consulting with their physician, and by accessing and utilizing other sources of information available to the employee, and acting accordingly. Any employee who chooses or is medically required to ingest prescribed or over-the-counter medications that may adversely affect the safety of the work environment, shall immediately notify his or her department head of the type of medication and time period over which said medications will be taken. The department head will make a determination of any restrictions to be placed on the employee after appropriate confidential consultation with the Human Resources Manager, the City Attorney's Office, and/or medical professionals. A written statement from the employee's physician may be required regarding whether the physician is of the opinion that the employee can safely work or perform his or her job duties while taking the prescribed drug. Any employee who chooses or is medically required to ingest a prescribed or over-the-counter medication outside of the workplace must ensure that the impairing effects have ended prior to reporting for work. For purposes of this policy, medications used as prescribed, which do not constitute a safety concern, shall not be considered a violation of this policy. A positive medical marijuana test result even if recommended by a physician under Utah law will be treated as a positive result as outlined in the remainder of this chapter, due to federal regulations.

14.090. Testing Required.

In accordance with the provisions of this policy, all prospective and current CDL employees shall be subject to controlled substances and alcohol testing as a condition of hiring and continued employment with the City. Failure to comply with this policy may result in the City refusing to hire a prospective CDL employee or disciplinary action being taken against current CDL employees, up to and including termination. Specimens collected under this policy may only be used to test for controlled substances and their metabolites as defined herein and shall not be used to conduct any other analysis or test unless otherwise specifically authorized by DOT Regulations. All testing shall be based on and under the circumstances set forth in Section 14.100~~12.100~~ regarding basis for testing.

14.100. Basis for Testing.

Prospective and current CDL employees shall be subject to testing for the presence of drugs and alcohol by the City in accordance with the provisions of this policy as a condition of hiring and continued employment with the City for any of the reasons or under the circumstances as more particularly set forth herein: pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, return-to-duty testing, and follow-up testing. CDL employees shall also be subject to controlled substances and alcohol testing when required by Federal law or regulations.

14.110. Pre-Employment Testing.

All prospective CDL employees shall undergo testing for controlled substances as a condition of employment and prior to performing any safety-sensitive duties for the City. Pre-employment tests will be conducted on prospective employees on their own time, meaning that prospective employees will not be paid for the time they spend participating in pre-employment testing required by Syracuse City. All pre-employment drug testing will be conducted at the third-party administrator's facility and prospective employees are responsible for their transportation to and from the collection facility. Refusal to consent to a pre-employment drug test will terminate further action towards employment with the City. No prospective CDL employee shall be permitted to perform safety-sensitive functions for the City until and unless the City has received a pre-employment controlled substances test result from the MRO or TPA indicating a verified negative test result for the employee. A controlled substance test may not be required if the employee has participated in a drug testing program that meets the DOT Regulations within the previous thirty (30) days and all other exception requirements as set forth in the DOT Regulations are satisfied.

14.120. Post-Accident Testing.

(a) Alcohol Testing.

(1) As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each surviving CDL employee shall be tested for alcohol under the following circumstances:

(A) The CDL employee was performing safety-sensitive functions with respect to the vehicle and the accident involved the loss of human life; or

(B) The CDL employee received a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident

and the accident involved bodily injury to any person who, as a result of the injury, immediately received medical treatment away from the scene of the accident, or one or more motor vehicles incurred disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

(2) If an alcohol test required by this Section is not administered within two (2) hours following the accident, the City shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If an alcohol test required by this Section is not administered within eight (8) hours following the accident, the City shall cease attempts to administer the test and shall prepare and maintain on file a record stating the reasons the test was not promptly administered. Such records shall be submitted to the FMCSA, upon request.

(b) Controlled Substances Testing.

(1) As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each surviving CDL employee shall be tested for controlled substances under the following circumstances:

(A) The CDL employee was performing safety-sensitive functions with respect to the vehicle and the accident involved the loss of human life; or

(B) The CDL employee received a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident and the accident involved bodily injury to any person who, as a result of the injury, immediately received medical treatment away from the scene of the accident, or one or more motor vehicles incurred disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

(2) If a controlled substances test required by this Section is not administered within thirty-two (32) hours following the accident, the City shall cease attempts to administer the test and shall prepare and maintain on file a record stating the reasons the test was not promptly administered. Such records shall be submitted to the FMCSA, upon request.

(c) Testing. An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the City to have refused to submit to the testing. A driver who is seriously injured and cannot be tested at the time of the accident should provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any drugs and/or alcohol in their system. Nothing in this Section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

(d) Federal, State or Local Test Results. The results of a breath or blood test for the use of alcohol or the results of a urine test for the use of controlled substances conducted by Federal, State, or local law enforcement officials having independent authority to conduct such test shall be considered to meet the requirements of this Section for post-accident testing, provided such tests conform to the applicable Federal, State, and local alcohol or controlled substances testing requirements, as applicable, and the results of such tests are obtained by the City.

(e) Exceptions. Post-accident testing shall not apply to the following situations:

(1) An occurrence involving only boarding or alighting from a stationary motor vehicle; or

(2) An occurrence involving only the loading or unloading of cargo; or

(3) An occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle by an employer unless the motor vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with 49 CFR 177.823.

(f) Summary. The following table notes when a post-accident test is required to be conducted in accordance with this Section:

Type of Accident	Citation Issued to Driver?	Must Test Be Performed?
Human fatality	YES NO	YES YES
Bodily injury with immediate medical treatment away from scene	YES NO	YES NO
Disabling damage to any motor vehicle requiring tow away	YES NO	YES NO

14.130. Random Testing.

(a) CDL Employees. Every CDL employee shall be required to submit to random alcohol and controlled substances testing in accordance with the provisions of this Section. CDL employees include, but are not limited to, the following positions:

- Fire Department
  - Battalion Chief
  - Deputy Fire Chief
  - Fire Captain
  - Fire Captain/Paramedic
  - Fire Engineer
  - Fire Engineer/Paramedic
  - Fire Fighter
  - Fire Fighter/Paramedic

- Public Works Department
  - Environmental Maintenance Worker
  - Environmental Superintendent
  - Streets Maintenance Worker
  - Streets Maintenance Crew Leader

- Streets Superintendent
- Water Maintenance Crew Leader
- Water Maintenance Worker
- Water Superintendent

(b) Testing Percentage Rates. According to current FMCSA standards, random controlled substances testing will be administered at a fifty (50) percent annualized rate and random alcohol testing will be conducted at a ten (10) percent annualized rate. This means that the total number of controlled substances tests conducted during any twelve (12) month period will be equal to at least fifty (50) percent of the total Syracuse City DOT testing pool, and the total number of alcohol tests conducted during any twelve (12) month period will be equal to at least ten (10) percent of the total Syracuse City DOT testing pool. These rates are set by FMCSA Administration and shall be subject to change based on any increase or decrease in the Federally required testing rate.

(c) Random Selection. Selection of CDL employees for random testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number, generator that is matched with employee's social security numbers, or other comparable identifying numbers. Only covered CDL employees shall be included in the random testing pool. City CDL employees may be part of a larger random testing pool of covered employees. Each CDL employee selected for random testing under the selection process used shall have an equal chance of being testing each time selections are made. Each CDL employee selected for random testing shall be tested during the selection period. Selection for random testing will be done by the City's third-party administrator in order to ensure that selection is truly random and is uninfluenced by any personal characteristics, behavior, or any other attribute.

(d) Unannounced. Random testing conducted under this Section shall be unannounced. The dates for administering the random tests shall be spread reasonably throughout the calendar year.

(e) Testing. Each CDL employee notified of selection for random testing shall proceed to the test site immediately; provided, if the employee is performing a safety-sensitive function other than driving a motor vehicle, at the time of notification, the employee shall cease to perform safety-sensitive functions and proceed to the testing site as soon as possible.

(f) Performing Functions. A driver shall only be tested for alcohol while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

14.140. Reasonable Suspicion Testing.

(a) Reasonable Suspicion. CDL employees shall be subject to alcohol and/or controlled substances testing when the City has reasonable suspicion to believe that the employee has violated the prohibitions of this policy. A determination of reasonable suspicion shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. Observation for reasonable suspicion may also include indications of the chronic and withdrawal effects of controlled substances.

(b) Supervisor Training. The required observations for reasonable suspicion testing shall be made by a supervisor or other City official who is trained in accordance with applicable DOT Regulations regarding such testing. In an effort to ensure that supervisors are knowledgeable about the symptoms of drug and/or alcohol use, training on symptom recognition will be held for all Syracuse City employees in

supervisory positions and only those persons who have attended the training will be qualified to require a reasonable suspicion drug and/or alcohol test. Records regarding training attendance will be kept for a minimum of three (3) years after the date of the training.

(c) Documentation. A written record shall be made of the observations leading to an alcohol and/or controlled substances reasonable suspicion test by the employee's supervisor or the person requesting the reasonable suspicion testing using the City's "Observed Behavior-Reasonable Cause Record". The form shall be signed by the supervisor or City official who made the observations. The form shall be filled out and the record made within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier. The City strongly urges supervisors to complete the form before the employee is required to submit to testing in order to properly document the circumstances leading up to the testing referral.

(d) Timing of Observations. Reasonable suspicion alcohol testing is authorized by this Section only if the observations required in Subsection (a) are made during, just preceding, or just after the period of the workday that the CDL employee is required to be in compliance with this policy. A CDL employee may only be required to undergo reasonable suspicion testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

(e) Timing for Testing. If an alcohol test required by this Section is not administered within two (2) hours following the determination under paragraph (a) of this Section, the supervisor shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test required by this section is not administered within eight (8) hours following the determination under paragraph (a) of this Section, the supervisor shall cease attempts to administer an alcohol test and shall State in the record the reasons for not promptly administering the test.

(f) Transportation. In the event that reasonable suspicion drug and/or alcohol testing is warranted, it is the responsibility of an agent of Syracuse City to transport the employee being tested to and from the testing facility. In most cases, either the DER or the employee's supervisor will be responsible for transporting the employee.

(g) Refusal to Submit. If an employee refuses to submit to reasonable suspicion drug and/or alcohol test or attempt to leave any Syracuse City premises and is impaired, in the opinion of a trained supervisor, to the extent that he/she would present a danger to either him/herself or others, local law enforcement should be contacted immediately by the supervisor.

(h) Prohibition. Notwithstanding the absence of a reasonable suspicion alcohol test under this section, no driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall an employer permit the driver to perform or continue to perform safety-sensitive functions, until:

(1) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or

(2) Twenty-four (24) hours have elapsed following the determination under Subsection (a) of this Section that there is reasonable suspicion to believe that the driver has violated the prohibitions in this part concerning the use of alcohol.

(i) Action. Except as provided in Subsection (h) of this Section, the City shall not take any action under this part against a driver based solely on the driver's behavior and appearance, with respect to alcohol use, in the absence of an alcohol test. This does not prohibit the City with independent authority of this part from taking any action otherwise consistent with law.

14.150. Return-to-Duty Testing.

Any Syracuse City CDL employee whose initial breath alcohol content is between 0.02 – 0.039 grams per 210 liters of breath will be subject to return-to-duty breath alcohol testing before being permitted to return to work. The return-to-duty test must be completed not less than the equivalent of one full shift and not more than twenty-four (24) hours after the initial breath alcohol test. Return-to-duty breath alcohol testing will be conducted at the facility of the designated third-party administrator. Refusal to submit to return-to-duty breath alcohol testing will be considered a positive test result and will subject the employee to disciplinary action as set forth in this policy. The requirements for return-to-duty testing shall comply with and be performed in accordance with 49 CFR 40, Subpart O.

14.160. Follow-Up Testing.

The requirements for follow-up testing shall comply with and be performed in accordance with 49 CFR 40, Subpart O.

14.170. Testing Procedures.

(a) Collection. All sample collection for drugs and alcohol testing under this policy shall comply with the procedures set forth in the DOT Regulations, including, but not limited to, 49 CFR 40, as amended. A licensed medical facility will conduct all DOT drug and alcohol screening.

(b) Samples. Alcohol testing will typically be done with an evidentiary breath testing device.

(c) Inadequate Samples. In the case of urine-based drug testing, a prospective employee who fails to provide an adequate quantity of urine for testing according to the third party's guidelines will no longer be considered for employment. If an employee fails to provide an adequate quantity of urine, the third-party administrator will notify the MRO to determine pertinent information concerning whether or not the individual's inability to provide a specimen is genuine or constitutes a refusal to test. Upon completion of the examination, the MRO will report their conclusions to the Syracuse City DER in writing. If the City or the collector has reasonable cause to believe that the donor of the sample has tampered with their sample, a new sample will be immediately collected.

(d) Testing. Sample drug testing shall conform to scientifically accepted analytical methods and procedures and shall be conducted in accordance with applicable DOT Regulations. All drug tests will use a screening test (typically an immunoassay test) and confirmation test by gas chromatography/mass spectrometry if the screening test is positive. Prospective and current DOT employees have the option of requesting a split-sample test. The City has designated IHC as the City's third-party administrator to assist in setting up and administering the drug and alcohol testing program set forth herein.

(e) Dilute Specimens. Specimens which the laboratory reports as dilute, meaning specific gravity less than 1.003 and creatinine levels less than 20 mg/dL, may be considered invalid and the employee/applicant will be required to give a second specimen. The second specimen will be considered the final result.

(f) Invalid Specimens. If Syracuse City receives a test result that is determined to be invalid, the employee will be immediately retested. The employee will be given no notification of the need to retest. No action will be taken regarding the first test result and the results of the second test will be considered final. A second "invalid" test result will be treated as a positive test result.

(g) Time. Any drug or alcohol testing required by the City under this policy shall occur during or immediately after the regular work period for current employees and shall be deemed work time for purposes of compensation and benefits for current employees.

(h) Costs. Except as otherwise provided, the City shall pay all costs of sample collection and testing required herein, including the cost of transporting current employees to the testing site if the testing is conducted at a place other than the work site.

(i) Disclaimer. A physician/patient relationship is not created between a prospective or current employee and the City or any person performing the test, solely by this policy and the procedures set forth herein.

14.180. Results.

(a) MRO. According to Federal regulations, all drug test results, will be referred to an MRO to verify the test result. In the case of a positive, adulterated, substituted, or invalid test result, the employee or prospective employee shall be so advised by the MRO by telephone on a confidential basis prior to the reporting of the results to the designated employer representative. The employee shall have the right to discuss and explain the results, including the right to advise the MRO of any prescription or over-the-counter medication or other substance consumed which may have affected the results of the test. The MRO shall also review the chain-of-custody documentation to ensure compliance with normal chain-of-custody procedures. If the MRO can verify a legitimate explanation, the MRO would then reverse the test result to negative and report it as negative to the employer. The MRO can report a non-negative test to the employer, without interviewing the employee/applicant, if: (1) an individual has expressly declined the opportunity to discuss the test result with the MRO; (2) the employer has successfully made and documented a contact with the employee and instructed the employee to contact the MRO and more than 72 hours have passed since the time the employer contacted the employee; or (3) if neither the employer nor MRO, after making and documenting all reasonable efforts, has been able to contact the employee within ten (10) days of the date on which the MRO receives the confirmed test result from the laboratory. No MRO review will be done on positive breath or blood alcohol tests.

(b) DER Contact. If the MRO has been unable to contact an employee who has submitted a specimen under this policy, the DER shall make reasonable efforts to contact and request such employee, regardless of employment status, to contact and discuss the results of the controlled substances test with the MRO. The DER shall immediately notify the MRO that the employee has been notified to contact the MRO within 72 hours.

(c) Confirmation. Before the results of any test required herein may be used as a basis for action by the City, the positive test result shall be verified or confirmed using an acceptable and reliable analytical method.

(d) Contesting. All verified non-negative samples will be kept in frozen storage at the laboratory for a minimum of one (1) year. If an employee or applicant believes the laboratory analysis is in error, they will have 72 hours from when first notified of the test result to request the re-analysis of the

original specimen that was verified as positive, adulterated, or substituted. The urine sample must be independently re-analyzed by gas chromatography/mass spectrometry at a second SAMHSA-certified laboratory at the expense of the employee/applicant. If the re-analysis is negative, an employee shall be allowed to return to work immediately, shall be compensated for time lost, and shall be reimbursed for the cost of split specimen testing. Retesting will be on the original specimen and must be performed by a SAMHSA-certified laboratory.

(e) Notification. The City shall notify prospective employees of the results of a pre-employment-controlled substances test conducted under this policy if the prospective employee requests such results within 60 calendar days of being notified of the disposition of the employment application. The City shall notify an employee of the results of random, reasonable suspicion and post-accident tests for controlled substances conducted under this policy if the test results are verified positive. The City shall also inform the employee which controlled substance or substances were verified as positive.

14.190. DOT Required Action.

Pursuant to 49 CFR 40.23, the City is required to take the following action under the circumstances described:

(a) As an employer who receives a verified positive drug test result, you must immediately remove the employee involved from performing safety-sensitive functions. You must take this action upon receiving the initial report of the verified positive test result. Do not wait to receive the written report or the result of a split specimen test.

(b) As an employer who receives a verified adulterated or substituted drug test result, you must consider this a refusal to test and immediately remove the employee involved from performing safety-sensitive functions. You must take this action on receiving the initial report of the verified adulterated or substituted test result. Do not wait to receive the written report or the result of a split specimen test.

(c) As an employer who receives an alcohol test result of 0.04 or higher, you must immediately remove the employee involved from performing safety-sensitive functions. If you receive an alcohol test result of 0.02-0.039, you must temporarily remove the employee involved from performing safety-sensitive functions, as provided in applicable DOT agency regulations. Do not wait to receive the written report of the result of the test.

(d) As an employer, when an employee has a verified positive, adulterated, or substituted test result, or has otherwise violated a DOT agency drug and alcohol regulation, you must not return the employee to the performance of safety-sensitive functions until or unless the employee successfully completes the return-to-duty process of Subpart O of this part.

(e) As an employer who receives a drug test result indicating that the employee's specimen was dilute, take action as provided in Sec. 40.197.

(f) As an employer who receives a drug test result indicating that the employee's specimen was invalid and that a second collection must take place under direct observation:

(1) You must immediately direct the employee to provide a new specimen under direct observation.

(2) You must not attach consequences to the finding that the test was invalid other than collecting a new specimen under direct observation.

(3) You must not give any advance notice of this test requirement to the employee.

(4) You must instruct the collector to note on the CCF the same reason (e.g. random test, post-accident test) as for the original collection.

(g) As an employer who receives a cancelled test result when a negative result is required (e.g., pre-employment, return-to-duty, or follow-up test), you must direct the employee to provide another specimen immediately.

(h) As an employer, you may also be required to take additional actions required by DOT agency regulations (e.g., FAA rules require some positive drug tests to be reported to the Federal Air Surgeon).

(i) As an employer, you must not alter a drug or alcohol test result transmitted to you by an MRO, BAT, or C/TPA.

14.200. Removal from Safety-Sensitive Functions.

(a) Removal from Safety-Sensitive Functions. Except as provided in the DOT Regulations, no CDL employee shall perform safety-sensitive functions, including driving a commercial motor vehicle, if the employee has engaged in conduct prohibited by Section 14.050~~12.050~~ or an alcohol or controlled substances rule set forth in the DOT Regulations. The City shall not permit any CDL employee to perform safety-sensitive functions, including driving a commercial motor vehicle, if the City has determined that the employee has violated this Section. Employees found to have violated the provisions of Section 14.050~~12.050~~ shall be removed immediately from safety-sensitive functions in accordance with this policy and the provisions of 49 CFR 40, Subpart O, as amended. As provided in the DOT Regulations, the City may not remove an employee from the performance of safety-sensitive functions based solely on a report from the laboratory of a confirmed positive test for controlled substances, an adulterated test, or a substituted test, before the MRO has completed verification of the test (also known as “standing down”).

(b) Required Evaluation and Testing. No CDL employee who has engaged in conduct prohibited by Section 14.050~~12.050~~ shall perform safety-sensitive functions, including driving a commercial motor vehicle, unless the employee has met the requirements of 49 CFR 40, Subpart O, regarding required evaluation and testing. The City shall not permit any CDL employee who has engaged in conduct prohibited by Section 14.050~~12.050~~ to perform safety-sensitive functions, including driving a commercial motor vehicle, unless the employee has met the requirements of 49 CFR 40, Subpart O, regarding required evaluation and testing.

(c) Alcohol-Related Conduct. No CDL employee tested under the provisions of this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions, including driving a commercial motor vehicle, nor shall the City permit the driver to perform or continue to perform safety-sensitive functions, until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test. Except as provided herein, the City shall take any action under this part against an employee based solely on test results showing an alcohol concentration less than 0.04. This does not prohibit the City with authority independent of this Subsection from taking any action otherwise consistent with law.

14.210. Additional Action.

(a) Discipline. In an effort to ensure a drug-free workplace, Syracuse City is committed to a zero-tolerance drug and/or alcohol policy for all DOT employees. This means that refusal to test, an MRO-verified positive, adulterated, or substituted drug test, or a positive alcohol (greater than 0.04 grams per 210 liters of breath) test result, as reported by the third party administrator and/or MRO to the Syracuse City DER, for any of the drug and/or alcohol testing programs listed above will result in the disciplinary action against the employee, up to and including termination. Additional grounds for disciplinary action may include failure to fully comply with collection procedures and reasonable collector requests. All disciplinary action will be handled in accordance with the disciplinary procedures set forth in these Policies and Procedures, as applicable.

(b) Refusal to Hire. A prospective employee/applicant who has a positive or non-negative drug test result or refuses to submit to a drug test will not be further considered for employment.

(c) Alcohol Content. It is against Syracuse City policy for any DOT employee whose breath alcohol content is between 0.02 – 0.039 grams per 210 liters of breath to operate any vehicle. An employee with a breath alcohol content of 0.02 – 0.039 will be removed from duty for one shift or 24 hours, whichever is longer. No adverse employment action will be taken on the basis of initial breath alcohol test results in the range of 0.02 – 0.039. Upon return to work the employee must have breath alcohol content less than 0.02 grams per 210 liters of breath. Failure to meet these standards on a follow-up breath alcohol screen will result in disciplinary action up to and including termination.

(d) Referral. Any DOT employee who has a positive drug and/or alcohol test result will be immediately referred by the Syracuse City DER to the Employee Assistance Program (EAP), a licensed substance abuse counselor (LSAC), or substance abuse professional (SAP). The expenses associated with an initial, evaluative consultation with the LSAC or SAP will be paid for by Syracuse City. Additional services beyond an initial evaluation provided to the employee by the LSAC or SAP will be at the expense of the employee.

14.220. Records.

(a) Maintain. The City shall maintain records regarding alcohol and controlled substances testing in accordance with DOT Regulations, including, but not limited to, 49 CFR 382.401, as amended.

(b) Controlled Access. All alcohol and controlled substances testing records shall be maintained in a secure location with controlled access as more particularly set forth in Section 14.200~~12.200~~.

(c) FMCSA Access. All records required by this policy shall be maintained in accordance with 49 CFR 390.31 and must be made available for inspection at the City offices within 2 business days after a request have been made by an authorized representative of the Federal Motor Carrier Safety Administration.

(d) Employee Access. A CDL employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests. The City shall promptly provide the records requested by the employee. Access to the employee's own records shall not be contingent upon payment for records other than those specifically requested.

(e) Subsequent Employers. Records shall be made available to a subsequent employer upon receipt of a written request from the employee. Disclosure by the subsequent employer is permitted only as expressly authorized by the terms of the employee's request.

(f) Identified Persons. The City shall release information regarding an employee's records as directed by the specific written consent of the employee authorizing release of the information to an identified person. Release of such information by the person receiving the information is permitted only in accordance with the terms of the employee's specific written consent as outlined in 49 CFR 40.321(b), as amended.

14.230. Confidentiality.

The use and disposition of all drug and alcohol testing results and records shall be considered confidential and are subject to the limitations of the Utah Government Records Access and Management Act and the Americans with Disabilities Act. In an effort to ensure that all drug and/or alcohol test results remain confidential, the TPA and/or MRO for the Syracuse City drug testing program are only authorized to release test results to the Syracuse City DER. After being received by Syracuse City, all drug and alcohol test results will be stored in confidential employee files (established for all Syracuse City employees) and will remain confidential to the extent required or allowed by law. The DER will determine which person(s) within the City have a need to know which test results. Test and other records will be maintained in a secure manner so that disclosure of confidential and/or medical information to unauthorized persons does not occur. Test results may be released in legal proceedings where the employee raises the issue of drug test (i.e. unemployment hearing, wrongful termination, etc.).

14.240. Notification of ~~Conviction~~Citation, Arrest or Charge.

Any existing employee who is cited, arrested, or criminally charged in relation to violence, drugs, alcohol, sexual offense, or for a felony offense must notify their supervisor or Human Resource Manager, or designee, in writing prior to the start of their next shift after being cited, arrested, or charged. Failure to notify may result in disciplinary action, up to and including termination. The employment status of an employee who is cited, arrested, or criminally charged will be evaluated on a case-by-case basis using the same factors outlined in Section 15.010 (h).~~Any investigation by law enforcement or conviction for controlled substance or alcohol activity may be cause for dismissal from employment. Failure of an employee to report any conviction for illegal drug use or alcohol misuse to their supervisor and/or the Syracuse City DER within five (5) days of conviction may result in disciplinary action up to and including termination.~~

14.250. Americans with Disabilities Act (ADA).

Alcoholism is considered a disability under the ADA. Syracuse City will make reasonable accommodations for current employees who suffer from alcoholism, including encouraging an employee to participate in rehabilitation programs. However, Syracuse City will hold an alcoholic employee to the same performance standards as other employees and will discipline an employee, up to an including termination, if the employee's alcohol use adversely affects the employee's job performance or is considered to be a safety hazard. An employee or prospective employee whose controlled substance or alcohol (except as modified by the ADA) tests are confirmed and verified positive in accordance with the provisions of this program shall not, by reason of those results alone, be defined as a person with a "handicap" or "disability" for the purposes of Utah Code Annotated Chapter 35, Title 34 (Utah Anti-Discriminatory Act) or the Federal Americans with Disabilities Act.

14.260. Amendments.

Syracuse City reserves the right to interpret, modify, and/or revise this policy in whole or in part. Nothing in this policy is to be construed as an employment contract nor does this alter an employee's employment status with the City. This policy will be amended from time to time to comply with changes in Federal and State laws. This policy is a general summary of Syracuse City's Department of Transportation (DOT) Drug-Free Workplace policy. If there is any question or conflict between what is said in the policy and the language in the DOT regulations as codified in 49 CFR parts 40 and 382, the DOT regulations will prevail.

CHAPTER 15
EMPLOYEE TESTING AND EVALUATION

15.010. Background Investigations.
15.020. Medical Examinations.
15.030. Driving Record Evaluations.

15.010. Background Investigations.

(a) Purpose. Utah law allows for criminal and sex offender history background investigations for employees and volunteers who: (1) provide services to children or vulnerable adults; (2) have fiduciary trust over money; (3) who care for, have custody of, or control of children; or (4) when necessary to safeguard national security. Due to the various types of employment positions within Syracuse City and the numerous contacts employees have with our citizens and customers, which span the entire age spectrum and include various security issues, it is Syracuse City's policy that all new employees will be subject to a background investigation prior to hiring. All ongoing volunteers working for the City who have regular contact with youth or vulnerable adults or have unsupervised access to areas where private or confidential information is keptworking for the City will be subject to a background investigation as a condition of and prior to being authorized to perform volunteer services for the City. In addition, employees identified in Section (g) below and volunteers working in the public safety and recreation departments or working with youth will be subject to annual criminal and sex offender investigations. The purpose of the background investigation is to verify credentials, to ensure that each person hired by Syracuse City is an appropriate fit for both Syracuse City and the position being offered, and to ensure that Syracuse City continues to employ individuals who do not pose a threat to those with whom they work.

(b) Scope. This policy applies to all prospective employees and volunteers of Syracuse City who are over eighteen (18) years of age. Successful completion of the background investigation process is a condition of employment for any position with the City and for volunteer service involving public safety and recreation departments as more particularly provided herein. A prospective employee who fails to meet the standards outlined below will not be considered for employment or volunteer service.

(c) Pre-Employment Checks. Syracuse City will conduct a pre-employment background investigation on all prospective employees and applicable volunteers over the age of eighteen (18). The information verified will depend on the type of position being offered. All pre-employment background investigations may include a social security trace, basic employment and education verification, and a county criminal history search.

(d) DOT Employees. In the case of prospective DOT employees, employment verification will include information regarding DOT drug and/or alcohol tests conducted by previous employers in accordance with applicable DOT regulations. A DOT background investigation will also include verification of the prospective employee's driving record in accordance with applicable policies.

(e) Police Department ublic Safety Employees. Background investigations conducted on prospective police department employees, excluding Crossing Guardspublic safety employees, including applicants for both the fire and police departments, will include an extended employment verification including information pertaining to the prospective employee's previous job responsibilities, disciplinary actions, performance, awards and/or certifications.

(f) Promotions. Background investigations will be conducted on all employees who are promoted. ~~to a position that will require more responsibility in finances and/or safety sensitive duties.~~

(g) Annual Background Investigations. Employees and volunteers who are over the age of eighteen (18) and are working in the public safety, community development and parks & recreation departments in positions listed in below shall be subject to an annual background investigation to gather information pertaining to any criminal or sexually based convictions that may have occurred since hire or since the date of the last annual background investigation. Because criminal convictions can relate to the performance of job-related duties, the primary purpose of all annual background investigations conducted for employees and volunteers working in the public safety and recreation departments is to ensure that Syracuse City employees and volunteers who, in the course of their regular duties, may be required to enter citizen's homes or work with minors are held to the highest legal standards. If an annual background investigation conducted on a current Syracuse City employee or volunteer indicates that an employee or volunteer has been convicted of a criminal and/or sexual offense as listed in Subsection (h), that individual shall be subject to disciplinary action up to and including termination or ineligibility for volunteer service.

- Community Development
  - Building Inspector
  - Building Official
  - Code Enforcement Officer

- Fire Department:
  - Battalion Chief
  - Deputy Fire Chief
  - Fire Captain
  - Fire Captain/Paramedic
  - Fire Chief
  - Fire Engineer
  - Fire Engineer/Paramedic
  - Fire Fighter
  - Fire Fighter/Paramedic
  - Fire Marshal
  - Any Fire Department Volunteers

- Police Department:
  - Assistant Police Chief
  - Crossing Guard
  - Police Chief
  - Police Lieutenant
  - Police Officer
  - Police Sergeant
  - Any Police Department Volunteers

- Parks & Recreation Department
  - Assistant Parks & Recreation Director
  - Facilities Maintenance Technician
  - Parks & Recreation Director
  - Parks Maintenance Crew Leader

- Parks Maintenance Worker
- Recreation Program Coordinator
- Recreation Manager
- Site Supervisor
- Any Recreation Department Volunteers

(h) Procedures. In all cases, the individual being required to submit to a background investigation will be required to sign a waiver allowing the designated third party to obtain the requested information. This waiver, along with personal information about the prospective applicant or volunteer or the current employee or volunteer and their previous education and employment (if applicable), will be forwarded to the City's designated third-party administrator. Background investigations required by Syracuse City will be paid for by Syracuse City and will be conducted in accordance with all Federal and State regulations relative to background investigations.

(i) Results. The primary purpose of all pre-employment and volunteer service background investigations is to verify the information provided by the applicant or volunteer, to ensure that each person hired by or authorized to provide volunteer services for the City is an appropriate fit for both Syracuse City and the position being offered, and to ensure that the City continues to employ or permit volunteer services by individuals who do not pose a threat to those with whom they work or provide services.

(1) Any discrepancy between information provided by the applicant and information obtained through the pre-employment or volunteer service background investigation process will be considered falsification and may end an applicant's consideration for employment.

(2) If a pre-employment or volunteer service background investigation conducted on a prospective employee or volunteer has any of the following discrepancies or criminal history, that individual will not be considered for employment or volunteer service. This list is meant to illustrate possible reasons for denial of employment or volunteer service related to the results of a pre-employment or volunteer service background investigation and should not be construed as an exhaustive list of possible reasons for denial of employment or volunteer service. Any other information obtained from the background investigation process may result in the denial of employment or volunteer service. For purposes of this policy, a plea in abeyance is considered a conviction.

(A) Inability to verify and/or authenticate a provided social security number (if applicable);

(B) Inability to verify that educational levels provided match the educational requirements of the position being offered (if applicable);

(C) Any conviction for any crime against minors, seniors, or persons with a disability;

(D) Any felony conviction involving violence;

(E) Any sexual offense conviction;

(F) A felony conviction for driving under the influence of alcohol/drugs (DUI) or other drug or alcohol related driving offense within the past ten (10) years;

(3) If a pre-employment or volunteer service background investigation conducted on a prospective employee or volunteer has any of the following discrepancies or criminal history, that individual may or may not be considered for employment or volunteer services and will be evaluated on a case by case basis. This list is meant to illustrate possible reasons for denial of employment or volunteer service. Any other information obtained from the background investigation process may result in the denial of employment or volunteer service.

(A) A misdemeanor conviction for driving under the influence of alcohol/drugs (DUI) or other drug or alcohol related driving offense within the past ten (10) years;

(B) Any criminal conviction within the last seven (7) years that is related to violence, drugs and/or alcohol, or the commission of which, in the City's opinion, is indicative of conduct or character inconsistent with that of those entrusted to perform public service, or until such convictions are eligible for expungement, whichever is longer.

(j) Confidentiality. In an effort to ensure that all background investigation results remain confidential, the third-party administrator for the Syracuse City background investigation program is only authorized to release results to the Syracuse City Designated Employee Representative (DER). The City's DER is the Human Resources Manager. After being received by Syracuse City, all background investigation results will be stored in confidential employee files (established for all Syracuse City employees) or, in the case of applicants for whom employment was denied, with the prospective employee's employment application. All information obtained through the background investigation process will remain confidential to the extent required or allowed by law. The DER will determine which person(s) within the City have a need to know the results of the background investigation process.

(k) Maintenance and Release. Background investigation results and other records will be maintained in a secure manner so that disclosure of confidential and/or medical information to unauthorized persons does not occur. Background investigation results may be released in legal proceedings (i.e. unemployment hearing, wrongful termination, etc.). Results can be released to persons representing Syracuse City (i.e. attorneys, workers compensation insurance adjuster, etc.). Employees, former employees, and prospective employees, can request copies of their background investigation results by making a written request to the Syracuse City DER

(l) Notification of Citation, Arrest or Charge. Any existing employee who is cited, arrested, or criminally charged in relation to violence, drugs, alcohol, sexual offense, or for a felony offense must notify their supervisor or Human Resource Manager, or designee, in writing prior to the start of their next shift after being cited, arrested, or charged. Failure to notify may result in disciplinary action, up to and including termination. The employment status of an employee who is cited, arrested, or criminally charged will be evaluated on a case-by-case basis using the same factors outlined in Section 15.010 (h).

15.020. Medical Examinations.

Applicants who have received a contingent offer of employment and current employees may be required, as legally appropriate and as permitted under the Americans with Disabilities Act, to submit to medical examinations. An applicant who has received a contingent job offer may be required to undergo a medical examination to demonstrate ability to safely perform the essential functions of the position for which the employee is being hired. Employment offers are contingent upon satisfactory completion of such examinations. As a condition of continued employment, employees may be required to undergo periodic job-related medical examinations in accordance with applicable legal restrictions and requirements. All medical examinations required by the City shall be paid for by the City in accordance with *Utah Code Ann.* ' 34-33-1, as amended. All records regarding medical examinations of applicants and employees shall be maintained as classified in accordance with the Utah Government Records Access and Management Act, as set forth in *Utah Code Ann.* ' 63-2-101, *et seq*., as amended.

15.030. Driving Record Evaluations.

Any prospective employee or volunteer who may be required to operate a City-owned vehicle or personal vehicle on City business shall be required to submit to a pre-employment driving record evaluation. Pre-employment driving record evaluations shall be conducted with the written consent of the prospective employee. Failure to consent to a driving record evaluation, when required, will preclude employment with the City. Driving record evaluations will be conducted using the information available through the Utah Driver's License Division. If the applicant does not currently have a Utah driver's license, the driving record evaluation will be conducted using the information available through the City's insurance company. ~~Background Investigation system.~~

As part of the driver qualification process all drivers or potential drivers' Motor Vehicle Record (MVR) will be screened and monitored on an ongoing basis to ensure the standard is met and maintained. Drivers will be qualified as "Acceptable" or "Borderline". Drivers qualified as "Borderline" may be authorized to drive on a probationary basis as determined by the City Manager. Drivers or potential drivers whose record does not meet the driver qualification standard and is deemed "Unacceptable" will not be allowed to operate any City vehicle or personal vehicle while engaged in City business and may be subject to disciplinary action up to and including termination or may not be considered eligible for employment with the City.

All drivers must possess a valid Driver License. Required endorsements, if applicable, must also be maintained. The driver qualification evaluation will be based on the driver's MVR and may also take into account work related motor vehicle incidents, whether or not the incident has been recorded on the driver's MVR. All violations recorded on the MVR within the last 5 years, whether they occurred on the job or not, are included in the driver qualification evaluation.

"Acceptable" or "Borderline" qualification will be determined using the following point system. Any number of violations or accidents in excess of the "Borderline" criteria constitutes a failure to meet the driver qualification standard.

0-2 Points = Acceptable
3-4 Points = Borderline
5+ Points = Unacceptable

1 point per moving violations

1 point per at-fault accidents
3 points per DUI or DWI within the last two to five (2-5) years
3 points per careless, reckless, distracted, or impaired driving conviction
5 points per DUI or DWI within the last twenty-four (24) months
5 points per conviction for failure to stop or report an accident, making a false accident report, attempting to allude a law enforcement officer, or any other conviction determined by the City Manager.

A single major violation recorded on the MVR, or resulting from a work-related incident, may be deemed "Unacceptable" will not be allowed to operate any City vehicle or personal vehicle while engaged in City business and may be subject to disciplinary action up to and including termination or may not be considered eligible for employment with the City. Major violations include, but are not limited to:

- DUI or DWI in the previous twenty-four (24) months, or
- Failure to stop and/or report an accident, or
- Making a false accident report, or
- Attempting to elude a law enforcement officer, or
- Others as determined by the City Manager

It is the duty of the employee to notify his or her supervisor and the Human Resource Manager, or designee, immediately if his or her driver's license has expired, has been suspended, denied, or revoked, or if the employee has committed driving under the influence (DUI) or other alcohol or drug related driving offenses. An employee who has a CDL that has been cited for a driving violation (other than a parking ticket) must notify their supervisor and the Human Resource Manager, or designee within five (5) calendar days. Notification of any conviction must be in writing and include all information outlined in 49 CFR 383.31(c).

CHAPTER 16
WORKPLACE SAFETY

16.010. General Policy.
16.020. Occupational Safety and Health Act.
16.030. Safe Environment.
16.040. Inspection of Workplace.
16.050. Safety Rules.
16.060. Use of Equipment and Tools.
16.070. Confined Space Entry.
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16.100. Fire Safety & Evacuation Plan.
16.110. Department Specific Safety.
16.120. Accidents/Incidents & Work-Related Injuries.
16.130. Worker's Compensation.
16.140. Bringing Children to Work.
16.150. Exposure to Blood-borne Pathogens.
16.160. Safety Incentive Program.

16.010. General Policy.

Syracuse City strives to provide a healthy and safe working environment. Safety is largely the use of good judgment and careful work habits. If an employee is unsure how to perform a task safely, he or she should ask his or her supervisor or department head for the correct method or procedure. Failure to follow City safety rules as set forth in this Chapter or any other unsafe conduct constitutes misconduct and shall be subject to disciplinary action, up to and including termination.

16.020. Occupational Safety and Health Act.

(a) Compliance. It is the intent of the City to comply with all applicable rules and regulations pertaining to the Occupational Safety and Health Act ("OSHA") as established under Federal Law and Utah State Law. No job is so important and no service so urgent that time cannot be taken to perform work safely. Syracuse City will post all required OSHA notices in conspicuous places (such as employee bulletin boards or where similar notices are usually posted). Additional information relative to OSHA requirements and safety standards can be obtained from the Human Resources Manager or applicable State or Federal agency.

(b) Inspections. If an OSHA inspector arrives on the job site, an employee should immediately notify the Human Resources Manager and City Manager and refer the inspector to such personnel for any questions or inspections. If the inspection was due to an employee complaint, the Human Resources Manager should request a copy of the complaint. This will help Syracuse City correct any safety problems. Under no circumstances should the information received on an employee complaint be used for disciplinary action toward an employee as this type of action is prohibited by law.

16.030. Safe Environment.

It is the policy of Syracuse City to maintain a work environment which is free from any recognizable hazard that is likely to cause death or serious injury to any employee. It is the City's policy

to maintain a safe work environment through planning, training, and open communication with all employees regarding safety matters. Each employee is required to comply with OSHA orders, rules, and regulations and all safety provisions of these Policies and Procedures.

It is the employee's responsibility to become familiar with their department specific safety policy and procedures.

16.040. Inspection of Workplace.

In accordance with law, the City Manager and applicable Department Heads should inspect or designate a competent person or persons to inspect the workplace frequently for unsafe conditions and practices or defective equipment and materials. Where such conditions are found, appropriate action should be taken to correct such conditions immediately. The City Manager, or designee, shall enforce safety regulations and issue such rules as may be necessary to safeguard the health and lives of employees and the public.

16.050. Safety Rules.

Each Department may prepare additional safety rules applicable to the specific nature of work in such Department; provided, such rules are not in conflict with the rules listed below. Employees shall comply with all Department rules and regulations and the following general safety rules applicable to all Departments.

(a) Proper licensing, training and extreme caution are required by all employees operating any type of power equipment.

(b) Employees shall use all necessary personal and mechanical safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, back supports, and hard hats, if required or appropriate for the work performed.

(c) Employees shall avoid wearing loose clothing and jewelry while working on or near equipment and machines. Long hair shall be properly secured.

(d) All accidents shall be reported immediately to the supervisor or department head in accordance with these Policies and Procedures.

(e) Employees shall immediately cease using and report any defective equipment to the employee's supervisor, department head or the Human Resources Manager.

(f) Employees shall not operate equipment or use tools for which licensing and training has not been received.

(g) In all work situations, safeguards required by State and Federal Safety Orders shall be provided and utilized.

(h) Due to the potential risk of serious injury or death, employees are prohibited from entertaining or caring for guests or family members while on-duty or in or around the workplace. Employees should use extreme caution and care when working in inherently dangerous work areas including, but are not limited to:

(1) Road repair;

(2) Construction areas;

(3) Vehicle maintenance areas;

(4) Swimming pools; and

(5) Animal control.

(i) Employees shall promptly report any hazardous or dangerous condition in the workplace to their supervisor.

16.060. Use of Equipment and Tools.

(a) The use of Syracuse City equipment or tools for private purposes is strictly prohibited unless otherwise specifically provided herein.

(b) Employees shall be required to attend training provided by the City, including an explanation of job hazards, safety procedures and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job. Employees may attend additional training as approved by the City.

(c) A commercial driver's license (CDL) is required for operators of commercial motor vehicles in accordance with applicable Federal laws and regulations. No individual shall be allowed to operate such vehicles unless a current commercial driver's license is in his or her possession in accordance with applicable Federal laws and regulations. Employees must renew their commercial driver's license as required by applicable Federal laws and regulations. CDL employees shall also be subject to drug and alcohol testing and ongoing driver's license evaluations as more particularly provided in these Policies and Procedures.

16.070. Confined Space Entry.

Syracuse City has a written confined space entry policy for situations and work conditions requiring confined space entry in accordance with applicable Federal laws and regulations. This is part of the Syracuse City Safety Handbook. All employees who work or may potentially work in or near a confined space shall comply with the requirements stated in the Safety Handbook related with confined space.

16.080. Hazardous Communication.

Syracuse City has a written Hazardous Communication policy in compliance with Utah's Right-to-understand law as well as the Globally Harmonized System of classification and labeling of chemicals. All employees shall comply with the requirements stated in the Safety Handbook related with hazardous communication.

16.090. Hazardous Energy Control (Lockout/Tagout).

Syracuse City has a written Hazardous Energy Control policy in compliance with the OSHA-mandated requirements for controlling hazardous energy sources at Syracuse City during the servicing,

testing, and/or maintenance of machines and energized equipment. This policy details the locking-out and tagging-out of hazardous energy sources in order to protect the safety and health of maintenance workers and employees. Workers and employees could be injured or killed in the event of the unexpected start-up of machines or equipment or during the release of stored energy. All employees shall comply with the requirements stated in the Safety Handbook related with hazardous energy control.

16.100. Fire Safety & Evacuation Plan.

Each Syracuse City Facility has a fire alarm system that will be utilized to notify the occupants of a fire emergency. The fire alarm contains manual hand pulls and smoke detectors to initiate an alarm. When the alarm sounds a 3-pulse audible sound accompanied by strobe lights will notify occupants of an alarm. 9-1-1 must be contacted to ensure the fire has been reported. Each Department Head is required to designate an emergency assembly point for their department and shall notify all employees in their department, the Human Resource Manager, and the City Manager of such location.

If you discover a fire:

a) Sound the fire alarm by pulling the closest manual hand pull
b) Verbally notify those around you of a fire as you move towards the exit.
c) Isolate the fire by closing doors as you exit the building.
d) When capable, help the residents and others evacuate the building
e) Evacuate the building and call 9-1-1 to report the fire as soon as plausible
f) Report to the emergency assembly point that has been designated by your Department Head.

If you hear or see the fire alarm, evacuate the building and call 9-1-1.

Syracuse City will have emergency evacuation drills on occasion. The drills will be posted and noticed for employees and residents to be made aware of the drill. It is mandatory that all occupants and employees participate. Upon completion of the drill, the Department Head will notify employees and residents when they may re-enter the building. Employees shall notify their Department Head of flaws in the drill. Department Heads will be responsible for ensuring changes to the plan are revised when needed. Department heads will also be responsible for ensuring new employees are notified of the emergency evacuation plan and the assembly point for their department.

16.110. Department Specific Safety.

Other safety policies that are specific to duties performed in a department are also included in the Safety Handbook. These may include fall protection, forklift operation, etc. Additional safety measures may be in the form of Standard Operating Procedures (SOP) or Standard Operation Guidelines (SOG) for each department specifically. SOPs/SOGs are not considered a part of the Safety Handbook, but employees in that department are expected to know and understand all safety policies, practices, operations, and guidelines for the duties that they are required to perform.

16.120. Accidents/Incidents & Work-Related Injuries.

(a) Initial Reporting. To the extent circumstances permit, employees who are injured, no matter how minor, or involved in a post-accident/incident while on-duty in connection with employment, or in connection with Syracuse City vehicles must immediately notify their supervisor or department head of the injury/incident. The supervisor or department head should ensure prompt and qualified medical

attention is provided for the employee. The supervisor or department head should notify the Human Resources Manager as soon as possible of the reported injury/incident.

(b) Medical Attention. To the extent circumstances permit, an employee who sustains a work-related injury shall be driven by the supervisor, another employee or emergency personnel to one of the following medical facilities for any necessary medical attention:

(1) Layton WorkMed (during business hours 8AM-5PM) and drug and alcohol screening must be done; or

(2) Layton Parkway InstaCare: 201 Layton Pkwy #1A, Layton (after business hours 5PM-Midnight, Mon.-Sun.) and supervisor shall call the after-hours WorkMed Phone (801-387-8378) for drug and alcohol screening to be done; or

(3) Layton Hospital Emergency Room 201 Layton Pkwy, Layton (after hours) and supervisor shall call the after-hours WorkMed Phone (801-387-8378) for drug and alcohol screening to be done; or

(4) ~~Nearest Emergency Room i~~If life threatening~~,~~ call 911.

(c) Drug & Alcohol Screening. An employee who is involved in a work-related accident involving the following are required to submit to post-accident drug and alcohol testing:

(1) A vehicle in motion operated by a city employee.

(2) Any accident or incident of such a nature that there is a reasonable possibility that impairment due to drug or alcohol use could be a contributing factor, for the following incidents:

(a) Injury to any person requiring medical treatment by a healthcare provider; or

(b) Property damage, other than to city vehicles, anticipated to exceed $1,000.

(3) Off-duty employees involved in a motor vehicle accident involving a Syracuse City vehicle will also be subject to post-accident drug and alcohol testing as directed above.

a. Procedure.

i. Post-accident drug tests must be conducted within 32 hours of the accident and/or incident. Post-accident alcohol tests should be conducted within two (2) hours of the accident and not later than eight (8) hours after the accident. If these time limits have passed, the City should cease attempts to collect the sample.
ii. In the event that post-accident drug and alcohol testing is warranted, it is the employee's supervisor's responsibility or an agent of Syracuse City or emergency personnel to transport the employee being tested to and from the testing facility. In most cases, it is the employee's supervisor's

responsibility to ensure the employee is transported. The testing facility to use during business hours (8AM-5PM) is the Layton WorkMed. If the accident occurred after business hours the supervisor shall call the after-hours WorkMed phone (801-387-8378) for drug and alcohol testing to be done.

iii. Any employee who is required to submit to post-accident drug and alcohol testing will be removed from any safety sensitive functions and placed on alternative duty, as necessary, or placed on paid administrative leave until the results of the drug and alcohol tests can be verified. If the test results are negative, the employee will be able to return to work upon receipt of the test results. If the test results are positive or non-negative, the employee will be subject to termination as provided herein.

~~iii.~~ iv. In the event that an employee is released to full duty by the medical provider or did not suffer any injury and it is imperative for the employee to return to regular duty immediately, the employee's Department Head may approve for rapid drug screen to be done. Both the rapid drug screen and regular 9-panel plus narcotics drug screen must be done. After receiving a negative rapid drug screen, the employee may return to regular full duty while waiting for the results of the full panel drug screen.

(d) Claims. Claims for work-related injuries, including doctor or hospital bills, should not be submitted to the employee's regular health insurance plan. The Human Resource Manager will file a claim with Syracuse City's worker's compensation carrier.

(e) Documentation. Documentation of all work-related injuries shall be filled out and submitted as soon as reasonably practical following the injury. It is essential that all injuries be reported to the Human Resources Manager in order to ensure that the proper documentation is filled out in a timely manner. The following forms shall be filled out by the employee, to the extent practicable under the circumstances, or the Human Resources Manager if the employee is unable to fill out the forms.

(1) Injury/Incident Report form must be filled out. A separate form must be filled out by the employee, any witnesses, and the immediate supervisor. See form in Appendix I.

(2) Form 122. Form 122 must be filled out by the Human Resource Manager, or designee, and is submitted to the insurance carrier online while submitting the claim within seven (7) days of the date of injury. A copy of this document will be kept in the injury/illness file for each incident.

(3) OSHA First Report of Injury. An OSHA First Report of Injury Form must be filled out by Human Resource Manager, or designee, and filed within seven (7) days after first knowledge or notification of an injury or occupational disease resulting in medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job if the illness and/or injury required more than minor first-aid. The original reporting form will be kept in OSHA 300

Log file that will be created for each incident.

(f) The Human Resources Manager, or designee, shall investigate reported job-related injuries to determine the cause of the injury and any remediation or safety measures that may be taken to avoid similar injuries.

(g) The Human Resource Manager, or designee, shall file a report with OSHA within eight (8) hours of occurrence of all fatalities, disabling, significant, and serious injuries or illnesses to employees. "Disabling and serious" includes, but is not limited to any injury or illness resulting in immediate admittance to the hospital, permanent or temporary impairment where part of the body is made functionally useless or is substantially reduced in efficiency and which would require treatment by a medical doctor, such as amputation, fracture, deep cuts, severe burns, electric shock, sight impairment, loss of consciousness, and concussions; illnesses that could shorten life or significantly reduce physical or mental efficiency inhibiting the normal function of a part of the body, such as cancer, silicosis, asbestosis, hearing impairment and visual impairment.

(h) Return to Service. Before returning to work after a job-related injury requiring medical care, the employee must submit a statement from the attending physician stating the employee is able to return to work and resume normal duties of the employee's particular job position or that outlines what restrictions the employee has. The City will accommodate restricted duty jobs for workers injured on the job. The Human Resource Manager, or designee, will work with the Supervisor of the employee to design a work strategy that meets the injured employee's restrictions and accomplishes Syracuse City's goals. Failure to return to work when able to do so may result in disciplinary action, up to and including termination.

(i) Checklist. See Appendix J for a checklist to help employees and supervisors remember steps.

16.130. Workers' Compensation.

Eligible employees may be covered under the Workers' Compensation Act as set forth in *Utah Code Ann.* §§ 34A-2-101, *et seq*., as amended, for any injury sustained during the performance of their job. When an injury occurs in the-line-of duty and results in more than three (3) days away from work, Workers' Compensation wage benefits will be paid to the employee. The employee will:

(a) Receive two-thirds of their salary (tax-exempt) from the city's Workers' Compensation carrier; and

(b) Be allowed, upon request to Department Head, to receive up to ten percent (10%) of the employee's wages/salary by using any leave balances available.

Workers' Compensation leave shall run concurrently with Family Medical Leave (FMLA). If the employee is not able to return to work after his or her FMLA leave is exhausted, the paid and unpaid leave policies shall be followed. For ~~D~~days away from work that is ~~considered~~ leave without pay, ~~and~~ the employee will not accrue leave for the corresponding pay periods.

16.140. Bringing Children to Work.

The City does not have a childcare program at this time. Due to safety and productivity issues, employees are not permitted to bring their children to work with them. This provision does not apply to

City-approved organized programs intended to provide children an opportunity to observe the workplace or career opportunities or other educational fieldtrips and tours of the City offices. Limited exception may be made on a case by case basis by the Department Head or City Manager.

16.150. Exposure to Blood-borne Pathogens.

(a) Definitions:

The following terms are defined for purposes of this section:

(1) Exposure: Contact with blood or bodily fluids that contain blood or have the potential to be infectious, when that contact includes a member's eye, mouth, nose, broken or non-intact skin, or a needlestick or sharp puncture from an object that may have been used to contact the blood or bodily fluids of another which are capable of transmitting blood-borne pathogens.

(2) Body Fluids Capable of Transmitting Blood-borne Pathogens: Blood, amniotic fluid, pericardial fluid, cerebrospinal fluid, vaginal/cervical secretions, peritoneal fluid, synovial fluid, semen, breast milk, or another fluid contaminated with blood. This does not include the following, unless blood or another fluid capable of transmitting is present or mixed with them: feces, mucus, saliva, tears, sweat, urine, or vomit.

(b) Precautions. Employees should take all reasonable measures to avoid exposure to body fluids known to transmit blood-borne pathogens. In work assignments that carry an increased risk of exposure, employees are expected to use good judgment and follow training and procedure related to mitigating the risks associated with potential exposures. This will include:

(1) stocking gloves, antiseptic hand cleanser, and CPR masks in locations readily accessible to the employee;

(2) Washing hands immediately or as soon as feasible after removal of any gloves or PPE;

(3) Thoroughly washing any part of the body that has had contact with suspect fluids;

(4) Treating all human blood and bodily fluids/tissue as if it is known to be infectious for blood-borne pathogens;

(5) Using an appropriate barrier device when providing CPR;

(6) Disposing of or decontaminating equipment as soon as possible after the equipment has been in contact with suspect fluids;

(7) Cautiously handling all sharps and other items that cut or puncture (such as needles, broken glass, razors, or knives), per department policy;

(8) Avoiding eating, drinking, applying cosmetics or lip balm, or handling contact lenses where there is a reasonable likelihood of exposure; and

(9) Disposing of biohazardous waste appropriately, per department policy.

(c) Immunizations & Screening. Employees for whom it is reasonable to anticipate an exposure to Hep A & B due to their job assignments may receive the Hep A & B vaccine and any routine booster at no cost to the Employee. The Employee is responsible for completing the Hep A & B series once deemed necessary. Employees may also be screened for tuberculosis pursuant to the guidelines established by Utah OSHA.

(d) Post-Exposure Procedures. Employees who experience an exposure to body fluids capable of transmitting blood-borne pathogens shall:

(1) Begin decontamination procedures immediately (wash hands or other skin making contact with soap and water, flushing mucous membranes with water);

(2) Obtain medical attention as appropriate, as described in Section 16.120(b)~~14.110(b)~~ of this Policy, within 2 hours if possible, specifically seeking the following tests:

(i) HIV Ab;

(ii) HBsAg;

(iii) HBsAb; and

(iv) Hep C Ab; and

(3) Notify a supervisor as soon as possible.

(e) Supervisor Report. Supervisors shall investigate and report every exposure or suspected exposure that occurs, as soon as possible after the incident. The report shall include the following:

(1) Name and social security number of the employee exposed;

(2) Date and time of incident;

(3) Location of incident;

(4) Potentially infectious material involved and source of exposure (including identity of source, if known);

(5) Work being done during exposure;

(6) How incident occurred or was caused;

(7) PPE in use at the time of the incident; and

(8) Actions taken post-event (clean-up, notifications, etc.).

(f) Source Testing. Source testing should be sought from the individual who generated the body fluid capable of transmitting blood-borne pathogens. This should be sought, in the following order:

(1) Obtaining a blood sample from the individual with the individual's consent;

(2) Requesting testing through the Davis County Health Department; or

(3) Seeking a warrant or court order pursuant to Utah Code 78B-8-402.

Source testing should include, at the minimum: HIV Ab, HBsAg, and Hep C Ab.

(g) Test Results. All medical test results, including those collected from the source of an exposure, shall be designated as private records under Utah law, and shall be held in confidence from the public.

16.160. Safety Incentive Program.

The safety of both our employees and the public is an important part of our jobs. However, when it comes time to complete work, it is sometimes overlooked. Other times, injuries are not reported in a timely fashion, resulting in continued risk to employees. This policy encourages timely reporting of injuries, and rewards safe behavior and problem-solving. The main objective is to improve the safety of all concerned. Participation in the Syracuse City Safety Incentive Program, “Lunch On Us”, is available to all Full-Time and Part-Time employees. Employees are eligible to redeem accrued points for a free meal as outlined in the program, which can be found on the intranet on our website.

CHAPTER 17
DISASTER RESPONSE PLANNING

17.010. General Policy.
17.020. Employee Disaster Notification.
17.030. Natural Disaster/Man-Made Disaster Response Plan.
17.040. Suspicious Person or Assailant Threats.
17.050. Telephone Bomb Threats.
17.060. Mail, Letter, and Package Bomb Threats.
17.070. Suspicious Article Threats.

17.010. General Policy.

Syracuse City has developed the following Disaster Response Plan using, in part, a Disaster Response Planning Guide. All employees will be expected to adhere to this Disaster Response Plan to the maximum extent possible and practicable.

17.020. Employee Disaster Notification.

Supervisors are responsible for notifying all City employees of the disaster response action to be taken in the event of a disaster or pending disaster to the extent possible.

17.030. Natural Disaster/Man-Made Disaster Response Plan.

Following a natural disaster, the following action shall be taken:

(a) Employees already at work will assess the disaster and take whatever evasive action is deemed necessary within the law to protect themselves, their fellow employees, and the public in general. As soon as practical the employee shall notify his/her supervisor of his/her status and whereabouts.

(b) Employees will be allowed to contact and/or secure their families and homes as soon as practical to ensure their family status and security.

(c) Employees will report to their immediate supervisor, or the next level supervisor, as soon as practical and await instructions as indicated in the Emergency Operation Plan.

(d) All Syracuse City vehicles, equipment, tools, and office items, including telephones and computers, will be used only as directed by an employee's supervisor during an emergency situation.

(e) Employees not at work will contact their supervisor or department head~~City Manager~~ as soon as practical for further instructions.

17.040. Suspicious Person or Assailant Threats.

(a) Syracuse City has developed the following procedures to be followed in the event that a suspicious person or assailant is in the area:

(1) Employees will contact a supervisor and other co-workers through any means to alert them of a threatening situation.

(2) In the presence of an active assailant employees will take the following action:
- Get Out!
- Hide!
- Fight!
- Employees shall assist one another as practical

(b) Employees shall notify law enforcement as soon as possible. Features and physical characteristics that employees can remember about suspicious persons or assailants will greatly help local law enforcement officials in the apprehension of suspects.

17.050. Telephone Bomb Threats.

(a) An employee receiving a telephone bomb threat should be calm and courteous to the caller. The employee should notify his or her supervisor, or any other employee in the area, through any means to alert them of the situation while the caller is on the line. While on the phone the employee will communicate with the supervisor or other employee by using or passing notes, email, and/or other means of communication.

(b) Employees shall notify law enforcement as soon as possible. Syracuse City has developed a Bomb Threat Checklist for employees to use. Voice characteristics, background noises, and bomb threat details that employees can remember about suspicious persons or assailants will greatly help local law enforcement officials in the apprehension of suspects. See the checklist in Appendix K.

17.060. Mail, Letter and Package Bomb Threats.

(a) Employees receiving mail at work should visually assess the letter or package and inform his or her supervisor or the City Manager of anything unusual.

(b) Employees shall notify law enforcement as soon as possible. Features and physical characteristics or other details that employees can remember about suspicious persons or assailants will greatly help local law enforcement officials in the apprehension of suspects.

17.070. Suspicious Article Threats.

Employees should report all suspicious articles to his or her supervisor or the City Manager. Do not touch, pick up, shake, or attempt to move, any articles of a suspicious nature. Employees shall notify law enforcement as soon as possible.

CHAPTER 18
TUITION AID

18.010. Purpose.
18.020. Funds.
18.030. Eligibility.
18.040. Standards.
18.050. Procedure.
18.060. Limitations.
18.070. Compliance.
18.080. Records.

18.010. Purpose.

It is the purpose of this Chapter to provide educational assistance in the form of Tuition Aid to eligible employees for course work taken at an accredited or approved institution, when funds are available, in order to enhance the abilities of the City work force. It is the intent of this Chapter to benefit the individual and to benefit the City through the utilization of the employee's newly acquired skills and knowledge. This Chapter and the Tuition Aid provided herein is not intended to train employees for opportunities with other employers or to provide reimbursement for seminars and professional training.

18.020. Funds.

The City shall allocate in its annual budget funds deemed appropriate for Tuition Aid. All Tuition Aid shall be contingent upon sufficient funds allocated by the City.

18.030. Eligibility.

In order to be eligible for Tuition Aid, employees must be full-time employees of the City in good standing and must have completed their probationary period of employment with the City.

18.040. Standards.

(a) Job Related. All classes, courses, or degrees must be pre-approved by the City and must be reasonably related to the employee's present job or determined by the City to be related to the employee's probable future work with the City. In determining whether the course work is "job related," the City shall consider the knowledge, skills, and abilities required by the employee's current job description.

(b) Accredited Institution. Course work must be offered at a college, university, or accredited educational institution or other institution approved by the City Manager.

(c) Credit. Course work must be taken for credit and completed. No reimbursement shall be made for audits, incomplete, or withdrawals.

(d) Time. Course work must be taken on the employee's own unpaid time. Exceptions may be approved by the City Manager based upon a written statement of the department head that unusual circumstances exist.

(e) Job Performance. An employee's outside educational activities should not interfere with the employee's work and the employee's job performance must remain satisfactory. Unsatisfactory job performance during enrollment may result in denial or forfeiture of education assistance in addition to disciplinary action.

(f) Repayment. Eligible employees must sign a Tuition Aid Repayment Agreement agreeing to repay the City in full for any Tuition Aid in the event the employee voluntarily leaves employment with the City or is terminated for reasons other than reduction in force or job elimination in accordance with the limitations set forth in Section 18.060~~16.060~~. Eligible employees shall also agree that the total refund required to be made to the City hereunder may be deducted from the employee's final paycheck from the City.

18.050. Procedure.

(a) Application. Any eligible employee desiring to obtain Tuition Aid shall file a Tuition Aid Application with his or her department head. The Tuition Aid Application shall be filed prior to the commencement of the course. See Appendix L.

(b) Review. The employee's department head shall review the Tuition Aid Application based upon the standards set forth in this Chapter including review of the employee's eligibility for assistance. The department head shall thereafter recommend approval or denial of the Tuition Aid Application to the City Manager. The City Manager, or designee, shall review the Tuition Aid Application based upon the standards set forth herein, verify available funds for the request and approve or deny the Tuition Aid Application. Tuition Aid requests by the City Manager shall be forwarded to the City Council for review and approval in accordance with the provisions of this Chapter. In such instances of City Council review, any references herein to City Manager shall refer to the City Council.

(c) Reimbursement. Upon satisfactory completion of the approved course work, a portion of the employee's tuition expenses, fees and books may be reimbursed to the employee as follows:

(1) 90% for an "A" grade (or "pass" if course is only offered as Pass/Fail)

(2) 75% for a "B" grade

(3) 60% for a "C" grade

(4) 0% for lower than a "C" grade

(d) Transcript and Receipt. Prior to reimbursement, the employee must submit to the City Manager, or designee, a certified transcript of grade or certificate of completion of the course work and receipts for the actual tuition, fees and book expenses incurred.

18.060. Limitations.

(a) Funds. All Tuition Aid is contingent upon sufficient funds available in the City and/or department budget and shall be distributed on a first-come basis as determined by the date of final approval of the Tuition Aid Application by the City Manager, or designee.

(b) Annual Maximum. Eligible employees are limited to a maximum reimbursement of $2,000.00 per employee during any fiscal year (July 1st to June 30th) for tuition, fees, and books.

(c) Other Sources. Reimbursement is limited by the amount of financial aid the employee receives from other sources such as grants or scholarships; i.e. the employee is only eligible for reimbursement from the City for the appropriate percentage of the employee's total out-of-pocket costs after the grant or scholarship has been deducted.

(d) Repayment. Employees who voluntarily leave employment with the City or are terminated for reasons other than reduction in force or job elimination shall be required to repay the City in full for any Tuition Aid received from the City within one (1) year prior to the date of termination. Employees who are terminated during enrollment because of a reduction in force or job elimination will be reimbursed for the amount of the approved costs incurred up to the effective date of termination.

18.070. Compliance.

Failure to comply with this Chapter will result in disapproval of Tuition Aid Application and/or nonpayment of the reimbursement as determined appropriate in the sole discretion of the City Manager. Failure to comply may also result in disciplinary action, up to and including termination.

18.080. Records.

A copy of Tuition Aid records shall be retained by the City in accordance with the Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., as amended.

CHAPTER 19
TRAVEL, CREDIT CARD, AND REIMBURSABLE EXPENSES

19.010. Travel Costs.
19.020. Credit Card Expenses.
19.030. Vacation/Sick Leave Cash Out for Emergency Preparedness.
19.040. General Expenses.

19.010. Travel Costs.

(a) Purpose. City employees may be permitted or required to attend seminars, meetings, conferences, and workshops when it is anticipated that the training and information received by the officer or employee at such events will benefit the City. It is the purpose of this policy to provide reasonable and systematic means by which attendance and travel to such events will be approved and the cost estimated and controlled for economic, budgetary, and auditing purposes. It is the intent of this policy to provide adequate controls over travel expenditures and to maintain accountability for such expenditures while allowing for flexibility.

(b) Budget. The City shall allocate in its annual budget funds deemed appropriate for travel expenditures. Each department head shall be responsible for keeping travel expenditures within his or her respective approved department travel budget.

(c) Eligibility. For purposes of this policy, "travel" shall be considered any in-state or out-of-state trip taken by a City employee in the course of performing his or her duties, including trips to or attendance at seminars, meetings, conferences, and workshops. All travel expenditures must be pre-approved by the City as set forth herein. All travel expenditures must be anticipated to serve a bona fide public purpose and confer a benefit upon the City.

(d) Procedures.

(1) Requests for Travel. An employee ~~desiring to obtain travel funds~~ shall request ~~and receive written~~ approval from his or her department head, stating the purpose, details, and estimated expenses of the travel at least two (2) weeks prior to the desired date of departure. Requests for travel by department heads shall be submitted to the City Manager and shall note the name of the person to be in charge of the department during the department head's absence.

(2) Review. The employee's department head shall review the travel request ~~based upon the requirements set forth herein, including review of the~~ and approve or deny the request based upon the department's approved travel budget. ~~The department head may approve or deny the travel request.~~ The City Manager may approve or deny the travel request of any department head.

(3) Advancements. Upon the request of the employee and timely submission of the Travel Application, approved travel expenses may be advanced up to one (1) week prior to the travel dates.

(4) Receipts. The traveling employee shall ~~document expenses of the trip and~~ keep all original receipts ~~and credit card receipts, provided that receipts for meals covered by the per diem compensation and fuel purchased with the City fuel card shall not be required.~~for

miscellaneous expenses. The traveling employee does not need to keep receipts for expenses paid for by per diem (food and mileage).

(5) Documents. An approved payment voucher or training request form and any required receipts shall be submitted to accounts payable within thirty (30) days after the event in order to receive the per diem payment or a reimbursement for expenses incurred. ~~An expense report indicating the actual expenses of the trip together with all original required receipts shall be submitted to the City Manager within thirty (30) days after the event in order to receive any payment or refund. Except for per diem advancements, if less money was spent than was advanced, a reimbursement check made payable to the City for the difference shall be attached. Except for per diem advancements, if more money was spent than was advanced, a voucher request for the difference to be paid to the employee shall be attached.~~

(6) Summary. The City Manager, Mayor or Council may request a written summary or an oral report on all seminars, workshops, conferences, or conventions attended by employees.

(e) Mode of Transportation. With the approval of his or her Department Head, employees are responsible for arranging their own transportation. The most economical form of transportation shall be used considering factors such as the cost of the transportation and the amount of time required. If any employee chooses a more costly form of transportation, the City will pay the lesser cost of the two forms, and the per diem rate shall be based upon the amount of time it would have taken under the less costly form of transportation. If extra time is needed for the more costly form of transportation, the employee shall use vacation or compensatory time for the excess time needed to reach the destination.

(f) Costs. Employees are encouraged to utilize the lowest cost travel arrangements possible. Airline reservations should be made, whenever possible, at least thirty (30) days in advance. If a reduced airfare is offered for a stay over a Saturday night, and the reduced rate more than compensates for additional lodging and per diem costs, the employee is encouraged to stay over the additional night. The government or corporate rate should be requested at all hotels.

(g) Permitted Expenses. The following allowances and payments may be made for travel expenses.

(1) Transportation. The City may pay for the cost of the most economical form of transportation. Employees traveling in a private vehicle will be reimbursed per mile and per vehicle at the current reimbursement rate permitted by the Internal Revenue Service. Employees traveling in a City vehicle will be reimbursed for ~~the actual cost of gasoline and~~ any incidental and necessary costs incurred in connection with such vehicle. ~~Gasoline and other incidental and necessary cost r~~Receipts must be provided for reimbursement.

(2) Meals. The City may pay employees a per diem amount to cover the cost of meals during travel or training. ~~The maximum daily per diem allowance for Syracuse City employees engaged in travel in-state on the City's behalf is forty-five dollars ($45.00). The maximum daily per diem allowance for Syracuse City employees engaged in travel out-of-state on the City's behalf is fifty dollars ($50.00). Employees shall be provided the following standard per diem rate for meals when in-state travel requires less than a full day:~~

~~$11.00 for breakfast (when departing before 6:00 a.m.);~~
~~$14.00 for lunch; and~~

~~$20.00 for dinner (when returning after 7:00 p.m.).~~

~~Employees shall be provided the following standard per diem rate for meals when out-of-state travel requires less than a full day:~~

~~$13.00 for breakfast (when departing before 6:00 a.m.);~~
~~$14.00 for lunch; and~~
~~$23.00 for dinner (when returning after 7:00 p.m.).~~

It is the policy of the city to comply with the provisions of *Utah Administrative Code R25-7-6,* regarding reimbursement for meals. However, the City will only pay the rates outlined in Table 1 and 2 of the policy. The remainder of the policy is not applicable to the City.

Employees may scan the following QR code or visit the following website to see current rates:

https://casetext.com/regulation/utah-administrative-code/administrative-services/title-r25-finance/rule-r25-7-travel-related-reimbursements-for-state-travelers/section-r25-7-6-reimbursement-for-meals

(3) Fees. The City may pay the actual and reasonable cost of registration and other fees for seminars, workshops, conferences, and conventions.

(4) Ground Transportation. The City may pay the reasonable and necessary costs for ground transportation, including airport shuttle, taxicab, rental car, and parking lot fees.

(5) Lodging. If an employee is traveling outside of Weber, Davis and Salt Lake Counties for City business for multiple days, the employee may stay overnight. The City may pay for the reasonable and necessary costs of lodging if an overnight stay is required. Traveling employees shall choose lodging based on pricing, location, and government rates. When possible, employees shall lodge at the conference sponsored hotel that offers a government rate. Traveling employees may elect to stay with friends, relatives, use their personal campers or trailer homes instead of staying in a motel/hotel. The City will compensate the employee fifty percent (50%) of the lowest total cost of the conference sponsored hotel price.

(6) Miscellaneous. The City may pay for other miscellaneous costs as deemed reasonable and necessary by the City Manager.

(7) Personal Expenses. Employees traveling on City business, including employees traveling with a spouse or other companion, shall strictly distinguish expenses incurred as part of City business from personal expenses. The City will provide reimbursement only for those expenses which the employee would normally incur if traveling alone. For example, the City will

pay for the employee's lodging at the single room rate and the employee shall be required to pay for any additional double occupancy lodging charge or upgrade. The City shall not pay for personal expenses such as telephone charges, personal transportation charges, room service charges, etc.

19.020. Credit Card Expenses.

(a) Purpose. In order to ensure the proper use and accountability of taxpayer dollars, the following credit card policies are to be followed when using Syracuse City Credit Cards to expend City funds. Compliance with the policy is the obligation of each City employee. Failure to follow the policy may result in disciplinary action up to and including termination as described below. Questions regarding the policy are to be directed to the ~~Finance~~ Administrative Services Director.

(b) Tax Exempt. Most City purchases are not subject to sales tax. For vendors requiring documentation of tax-exempt status, a TC-721G Exemption Certificate for Governments and Schools may be obtained from the ~~Finance~~ Administrative Services Director. Lodging charges in Utah are subject to sales tax. It is the cardholder's responsibility to ensure sales tax is only paid when required.

(c) Cardholder Responsibilities. It is the responsibility of the cardholder to:

(1) Read and understand the City Credit Card Policies and Procedures.

~~(2) Sign the Syracuse City Credit Card Acceptance Agreement. (See Appendix M)~~

~~(3)~~(2) Make only authorized purchases as prescribed by the City Purchasing Policy and approved departmental budget.

~~(4)~~(3) Retain receipts for all transactions. In the absence of a receipt, a Missing Receipt Form must be completed and signed by the cardholder and their Department Head. (See Appendix M~~N~~). This form can also be found in the policy manual or on the City Intranet.

~~(5)~~(4) Reconcile the credit card statement upon its arrival. All reconciliations, statements, and receipts are due to Accounts Payable by the 3rd ~~10th~~ of the following month.

~~(6)~~(5) Keep the credit card and the corresponding account information secure. Immediately report any lost or stolen credit card and/or account information to the Administrative Services~~Finance~~ Director.

~~(7)~~(6) Report fraudulent charges or any discrepancies in the credit card statement in a timely manner to the ~~Finance~~ Administrative Services Director.

(d) Department Head or Supervisor Responsibilities. It is the responsibility of the Department Head or Supervisor to:

(1) Request and oversee the issuance of new cards through the ~~Finance~~ Administrative Services Director. The credit limit will be determined at the discretion of the ~~Finance~~ Administrative Services Director.

(2) Inform the ~~Finance~~ Administrative Services Director when changes and cancellations are needed because of personnel changes.

(3) Make sure credit card reconciliations are completed by the 3rd ~~10th~~ of each month.

(4) Review the cardholder's reconciliation and transactions for completeness, accuracy, and compliance with Syracuse City policies and procedures.

(5) Address the cardholder about questionable transactions and take disciplinary actions when necessary.

(6) Report any misuses of credit cards immediately to the ~~Finance~~ Administrative Services Director and/or the City Manager.

(7) Sign the reconciliation form for each cardholder after review

(e) Prohibited Credit Card Purchases. The following purchases are strictly prohibited from being purchased by using a City credit card:

(1) Purchase of items for personal use or consumption

(2) Purchasing in violation of the City Purchasing Policy

(3) Alcohol

(4) Utah State Tax, except on lodging charges

(5) Fuel for fleet vehicles unless traveling outside of Utah. The state gas card should be used for fuel purchases.

(6) Splitting a purchase to remain under purchasing policy limits

(f) Disciplinary Action for Improper Use. Any employee found to be in violation of these policies may be subject to disciplinary action including but not limited to suspension of credit card, repayment of unauthorized charges, and/or termination of employment.

19.030. Fuel Card Expenses.

(a) Purpose. In order to keep fuel costs manageable, the City has an account set up with the State of Utah fuel card program. This allows the city to purchase fuel at wholesale cost from qualified fuel stations around Utah that are supported by the State of Utah fuel program. The city has installed a fuel station at the Public Works Building. City personnel should make every attempt to fuel vehicles and equipment at the Public Works fuel station or State Fuel Network sites in order to save on fuel costs.

(b) Vehicles. Each vehicle is assigned a fuel card that is dedicated to that vehicle. Each fuel card should stay with the vehicle and should only be used for fuel on that vehicle.

(c) Personal Pin Number. Each employee that has been authorized by their supervisor and/or department head to use a city vehicle or equipment will be assigned a personal pin number from public

works administrative personnel. Each employee is responsible for keeping this number confidential and should only use it to fuel the vehicle in which it is assigned.

(d) Employee Responsibilities:

(1) Read and understand the Fuel Card Policies and Procedures.

(2) Only use the fuel card assigned to the vehicle.

(3) Only use the pin number assigned to the employee.

(4) Enter mileage into fuel system when fueling vehicles.

(5) Keep fuel card in assigned vehicle.

(e) Department Head or Supervisor Responsibilities. It is the responsibility of the Department Head or Supervisor to:

(1) Request and oversee the issuance of new pin numbers for employees through public works administrative personnel.

(2) Inform the public works personnel when changes and cancellations are needed because of personnel changes.

(3) Address the cardholder about questionable transactions and take disciplinary actions when necessary.

(4) Report any misuses of fuel cards immediately to the Administrative Services Director and/or the City Manager.

(f) Prohibited Fuel Card Purchases. The fuel card should only be used to fuel the vehicle it is assigned to. All other transactions are considered unauthorized and may lead to disciplinary action as noted in section g below. These include:

(1) Purchase of fuel for personal use or consumption

(2) Purchase of fuel for another city vehicle

(3) Purchasing fuel using other employees' personal pin numbers.

(g) Disciplinary Action for Improper Use. Any employee found to be in violation of these policies may be subject to disciplinary action including but not limited to suspension of personal pin number, repayment of unauthorized charges, and/or termination of employment.

19.040.~~19.030.~~ Vacation/Sick Leave Cash Out for Emergency Preparedness.

Once per fiscal year, Full-Time employees may purchase pre-approved emergency preparedness items and be reimbursed up to two hundred dollars ($200.00) by cashing out Vacation or Sick Leave. Items that are not on the pre-approved list must be submitted to the Department Head for approval by the City Manager prior to purchase to determine if it is an eligible emergency preparedness item. The employee must have a remaining balance of one-hundred and sixty (160) hours of accrued sick leave after the cash out is complete. The employee must submit an Emergency Preparedness Cash-Out form along with original receipts to his or her Department Head for approval. (See Appendix O) The Department Head will submit the form to the ~~Finance~~ Administrative Services Director and Human Resources for processing. The determination as to whether or not the Cash Out will be approved will be based on the availability of funds and will be re-evaluated on an "as needed" basis. Pre-approved emergency preparedness items include:

(a) Bottled Water

(b) Non-Perishable Food

(c) Water Storage

(d) 72 Hour Kit

(e) Generator

(f) Portable Fuel ~~& Cooking Equipment (BBQ Grill not included)~~

~~(f)~~(g) Portable/Camping Cooking Equipment

~~(g)~~(h) Battery-Powered Radio

~~(h)~~(i) Batteries (vehicle batteries not included)

~~(i)~~(j)Flashlight

~~(j)~~(k) First Aid Kit

~~(k)~~(l) Whistle

~~(l)~~(m) Duct Tape

~~(m)~~(n) Can Opener

~~(n)~~(o) Fire Extinguisher

~~(o)~~(p) Compass

~~(p)~~(q) Matches

~~(q)~~(r) Multi-Purpose Tool (e.g. Leatherman or Swiss Army Knife)

~~(r)~~(s) Emergency Blanket

~~(s)~~(t) Fire Escape Ladder

~~(t)~~(u) Two-Way Radios

~~(u)~~(v) Rain Gear

~~(v)~~(w) Dust Masks

~~(w)~~(x) Local Maps

~~(x)~~(y) Water Purification Systems/Devices

~~(y)~~(z) Disposable Hand/Foot Warmers

~~(z)~~(aa) GPS Devices

~~(aa)~~(bb) Sleeping Bags

~~(bb)~~(cc) Tent

~~(cc)~~(dd) Backpacks/Duffel Bags

~~(dd)~~(ee) Toiletry/Personal Sanitation Supplies (e.g. toilet paper, personal wipes, transportable emergency toilet, etc.)

~~(ee)~~(ff) Emergency Heater/Portable Propane Heater

~~(ff)~~(gg) Ice Chest/Cooler

19.040. General Expenses.

With prior approval for purchase, legitimate expenses will be reimbursed by Syracuse City to the employee. Receipts are required to reimburse the employee. Reimbursement may be in the form of petty cash, direct deposit, or a separate check. Records must be kept reflecting the amount of reimbursement each employee has received. An expense for meals, beverages, snacks, etc. for meetings shall not be paid for with City funds and may not be reimbursed unless pre-approved by the City Manager. Examples of situations that may be approved include but are not limited to, a business lunch

with an outside consultant who is providing information, advice or other business matters, a working lunch during an emergency or urgent project that requires staff to continue working, a training seminar.

CHAPTER 20
VEHICLE USE

20.010. Purpose.
20.020. Official City Business.
20.030. Use Agreement and Driver's License Verification.
20.040. Authorized Passengers Only.
20.050. Parking and Operation.
20.060. Vehicle Backing.
20.070. Secure Loads.
20.080. Vehicle Maintenance.
20.090. Vehicle Abuse.
20.100. Accidents.
20.110. Take-Home Vehicle Use and Rules.
20.120. Documentation of Vehicle Usage.
20.130. Qualified Non-Personal Use Vehicles.
20.140. Private Vehicle Use.
20.150. Failure to Comply.

20.010. Purpose.

The purpose of this Chapter is to establish guidelines for the use of City vehicles by employees. Employees using City vehicles shall comply with this Chapter. Employees failing to operate City vehicles in compliance with this Chapter shall be subject to disciplinary action up to and including termination.

20.020. Official City Business.

The use of City vehicles by employees shall be limited to official City business, provided that reasonable stops may be made while en route of City business or during break or lunch periods. All personal use of city vehicles is prohibited unless specifically approved herein or by the City Manager. Personal use includes:

(a) Commuting between residence and workstation;

(b) Vacation or weekend use;

(c) Use by spouse, dependents, or other non-employees;

(d) All vehicle use that is not for official City business

20.030. Use Agreement and Driver's License Verification.

Each employee using a City vehicle shall sign a Vehicle Use Agreement and Driver's License Verification Form prior to using a City vehicle and shall carry a valid Utah driver's license corresponding to the type of vehicle being operated. Employees operating City vehicles shall be at least eighteen (18) years of age. However, an employee who is 16 or 17 years old may operate a single deck mower or an off-highway vehicle (OHV) on City property after completing a department safety training. The City shall have the right to review the driving records of all employees in order to identify unsafe or uninsurable

drivers in accordance with the City driving record evaluation policy set forth in Chapter 1513. City employees with poor driving records may be prohibited from driving City vehicles or prohibited from driving personal vehicles on City business or may be required to obtain high risk insurance. Any employee subject to this Chapter for authorized use of a City vehicle whose driver's license expires or is suspended or revoked shall immediately report such expiration, suspension, or revocation to the employee's department head. The department head shall immediately notify the Human Resources Manager of such expiration, suspension, or revocation. Any department head subject to this Chapter for authorized use of a City vehicle whose driver's license expires or is suspended or revoked shall immediately report such expiration, suspension, or revocation to the Human Resources Manager.

20.040. Authorized Passengers Only.

Unless otherwise stated, all non-City personnel are prohibited from riding in or operating any City-owned vehicles. This rule also includes any family of City employees unless authorized by the employee's supervisor or department head and only in limited circumstances.

In the event that non-City personnel do ride in a city vehicle, he or she is required to dress and conduct themselves in a safe, proper manner that will promote a positive image of the City and its employees.

In the case of Police Officers and Fire Personnel, any non-police and/or non-fire personnel will be discharged from the vehicle prior to the off-duty officer and/or fire personnel responding to an emergency response situation in which the non-police and/or non-fire personnel may be placed in danger. This will be done at a safe and convenient location. The officer or fire personnel may then respond. Non-police and/or non-fire personnel may ride in City-owned vehicles only when authorized by the Department Head.

20.050. Parking and Operation.

All employees using City vehicles shall operate the vehicle in a safe manner and in accordance with all State and local traffic regulations, including but not limited to, all posted and required speed limits. Employees shall exercise defensive driving skills to prevent accidents and shall wear a seat belt at all times the vehicle is in operation. The employee shall be responsible for any citation or parking ticket received for non-compliance with such regulations. The employee shall also ensure that all passengers in the vehicle wear a seat belt at all times the vehicle is in operation. Smoking is prohibited in all City owned vehicles.

20.060. Vehicle Backing.

When backing any City vehicle, another employee should assist the driver whenever possible. When a spotter is not available, the driver should walk completely around the vehicle before backing and carefully watch the area that he or she is backing into. When possible, employees parking a City vehicle shall pull through a parking stall or back into a stall.

20.070. Secure Loads.

Drivers of City vehicles shall be responsible to secure all loads adequately to ensure that items in their vehicles do not fall off or blow off in transit.

20.080. Vehicle Maintenance.

Employees are responsible for the daily care and general maintenance of City vehicles under their control or assigned to them, provided however, that no repair or other alteration to the vehicle shall be made without authorization from their supervisor. Any suspicions regarding mechanical problems or any equipment breakdown, defect or failure involving a City vehicle shall be reported immediately to the employee's supervisor. No supervisor should knowingly require a subordinate to operate an unsafe vehicle or equipment. The routine maintenance schedule is under the responsibility of each Department Head.

20.090. Vehicle Abuse.

Any employee abusing a City vehicle shall be subject to disciplinary action up to and including termination. Vehicle abuse includes any intentional or unintentional misuse or misapplication of any City vehicle for a purpose other than that for which it was intended. Vehicle abuse shall include, but shall not be limited to, failure to provide proper maintenance of the vehicle such as checking the oil, tires, and windows, and failure to observe normal driver responsibility.

20.100. Accidents.

Employees involved in a vehicular accident while driving a City vehicle or while on City business shall immediately contact the local law enforcement agency with jurisdiction and fill out the appropriate police report for the incident. As soon as reasonably practical, employees shall report any accident or damage involving a City vehicle or work-related injuries to their supervisor in accordance with the accident and injury reporting procedures set forth in Chapter 1614. Any required post-accident drug and alcohol testing shall be conducted in accordance with applicable provisions of Chapter 1311 and Chapter 1412 regarding Drug and Alcohol Testing.

20.110. Take-Home Vehicle Use and Rules.

City vehicles in general are not permitted to be taken home or utilized for personal use by City employees. The following employees may be permitted to use City vehicles for commuting to and from work and for other work-related purposes:

(a) Police officers in accordance with the vehicle use policy set forth by the Police Department Policies and Procedures;

(b) City employees who are subject to being called out for emergency response for City services during normal off-duty work hours and who are authorized by their Department Head and the City Manager. Such employees, as authorized, include: Fire Chief, Deputy Fire Chief, Fire Marshal, Public Works Director, Public Work Superintendents, Facility Maintenance Superintendent, Facility Maintenance Technician, employees assigned to on-call duty for which they are being compensated, and any other employee as deemed appropriate by the City Manager

In addition to the policies established herein, any employee taking a City vehicle home shall adhere to the following conditions:

(a) All city take home vehicles shall only be used for City business and commuting or de minimis personal use;

(b) The distance to or from City Hall and the employee's home shall not exceed seventeen (17) road miles (one-way);

(c) The vehicle shall be parked, secured, and locked, and remain at the employee's home when it is not being used for official business;

(d) The vehicle shall be returned to the City when the employee is on leave for more than three (3) days, on administrative leave of any duration, suspended from duty, or upon the request of the supervisor;

(e) The employee shall be responsible for maintaining both the interior and exterior of the vehicle in a clean and safe condition (the City may provide cleaning supplies for employee use in maintaining City vehicles in accordance with this policy); and

(f) The employee shall be responsible for any tax liability incurred by the employee for taking the vehicle to and from work and shall provide any information required by the City to complete the relevant tax forms regarding such use.

(g) An employee authorized to take home a vehicle is required to respond to emergency situations upon request within a half an hour, unless authorized otherwise by his or her Department Head.

20.120. Documentation of Vehicle Usage.

To comply with IRS guidelines and requirements, the employees who are authorized to use City vehicles to commute to and from work as mentioned in subsection 21.110~~18.110~~, with the exception of Police Officers, the Fire Chief, Deputy Fire Chief, and the Fire Marshal will have three dollars ($3.00) per scheduled work day added to the employee's gross income to have the appropriate federal and state taxes withheld.

(a) An employee who regularly takes a City vehicle home will be responsible to let his or her Department Head and the Human Resource Manager know when he or she does not take a City vehicle home to ensure he or she is not being taxed for personal use of the vehicle.

(b) An employee who is on call on a rotating basis and takes a City vehicle home less frequently, the employee and the Department Head will be responsible to let the Human Resource Manager, or designee, know when he or she takes the vehicle home to ensure compliance with the IRS guidelines and requirements.

Failure to comply with the policy herein will be subject to disciplinary action, up to and including termination.

20.130. Qualified Non-Personal Use Vehicles.

All use of a qualified non-personal use vehicle including commuting is excludable to employees as a working condition fringe benefit. As a result, all employees who drive a qualified non-

personal use vehicle as a take home vehicle are not required to record and substantiate usage of such a vehicle for tax purposes. Qualified non-personal use vehicles include any vehicle that the employee is unlikely to use for more than minimal personal use due to the vehicle's design.

Other City vehicles that do not fit within the category of a qualified non-personal use vehicle or are not under the IRS Safe Harbor rule are not automatically excludable under tax law.

20.140. Private Vehicle Use.

Employees normally shall use City vehicles for City business. Department heads may approve employee use of private vehicles for City business in limited circumstances. When circumstances require an employee to use his or her private vehicle for City business and such use has been approved by the employee's department head, the employee may be paid mileage reimbursement the amount specified in the Internal Revenue Code. The employee shall submit documentation of approved mileage to his or her department head for review and approval prior to reimbursement. Employees shall be required to maintain appropriate insurance for such vehicles and shall be responsible and liable for any damage to the same.

20.150. Failure to Comply.

Any employee who disregards the provisions of this Chapter may be subject to disciplinary action, up to and including termination.

CHAPTER 21
CITY OFFICE EQUIPMENT USE

21.010. City Office Equipment and Supplies.
21.020. Removal of Equipment.
21.030. City Office Equipment.
21.040. Prohibited City Office Equipment Use.
21.050. Cellular Phones.
21.060. Bring Your Own Phone (BYOP) Policy.
21.070. Termination.

21.010. City Office Equipment and Supplies.

All employees are charged with the responsibility of maintaining the City's property in the best possible condition and making the most economical use of supplies issued to them. All employees are charged with using and operating City equipment and property according to established protocol, including operating equipment in a safe and courteous manner. City office equipment includes any tool or machine used for office work such as: copy machines, typewriters, calculators, fax machines, printers, computers (including internet access and e-mail), laptops, tablets, telephones, and cell phones, etc. Theft or damage to City office equipment shall be reported as soon as practicable to the employee's supervisor. In cases of theft, the employee shall also notify the police in the jurisdiction of where the theft occurred.

21.020. Removal of Equipment.

No City owned, leased, or licensed equipment may be removed from City premises without prior approval from the employee's department head.

21.030. City Office Equipment.

The City provides office equipment and internet access to designated employees for their use to transact City business. The following rules and restriction shall govern any and all use of City office equipment.

(a) Personal use of city office equipment, internet and email is only allowed during non-working hours, such as breaks and lunch periods, and is subject to the restrictions and conditions of this Chapter. Employees shall keep personal email and other electronic correspondence to a minimum and in no event shall such personal use of computers, internet and email interfere with the employee's work or productivity or disrupt other employees. Personal use for photocopies, fax transmissions, etc. shall be paid by the employee at the rate outlined in the consolidated fee schedule. When a portable IT device (such as a laptop computer, tablet or cellular phone) has been assigned to an employee for the primary purpose of fulfilling the employee's work duties, the personal use of that device, consistent with the restrictions in this Chapter, is authorized. Any damage sustained by the device while being used for personal use is the responsibility of the employee to which the device was assigned.

(b) To prevent IT related viruses and other network problems, employees are prohibited from any unauthorized downloading of any software. Only software which has been purchased and approved by Syracuse City may be loaded or used on any of the City's office equipment.

(c) Employees are prohibited from accessing or visiting any websites, apps., etc. or receiving or sending any email information which would be considered offensive by community standards; including, but not limited to, pornographic or sexually explicit information.

(d) Employees shall not use City office equipment for personal gain, including, but not limited to, personal for-profit and not-for-profit business purposes, political activity, or any other activity that could be considered a violation of these policies and procedures.

(e) City office equipment are the sole property of the City and may be subject to monitoring at any time without notice. Any information or messages created or retrieved over the internet or through email on City office equipment, and the contents of all City office equipment, is considered the property of the City. The City retains the right to observe, record, access and review any transactions made on City office equipment, including, but not limited to email messages, websites, etc. When using the email or voicemail systems, and other equipment, the employee knowingly and voluntarily consents to being monitored and acknowledges the City's right to conduct such monitoring. The security of email and voicemail communications is not guaranteed.

(f) Certain electronic data may be considered a "record" subject to access pursuant to the Utah Governmental Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., as amended, or discoverable in litigation under applicable Rules of Civil Procedure.

(g) Abuse of email, voicemail and computer systems shall subject the employee to disciplinary action, up to and including termination.

21.040. Prohibited City Office Equipment Use.

The City will not tolerate inappropriate or illegal use of electronic data, equipment or information and reserves the right to take appropriate disciplinary action as needed, up to and including termination of employment for any violations of this Chapter. Such inappropriate or illegal use of these resources includes, but is not limited to, the following:

(a) hacking;

(b) pirating software and/or video files;

(c) soliciting;

(d) distributing literature for outside entities;

(e) sending or forwarding inappropriate emails; including, but not limited to, offensive, harassing, disparaging, vulgar, obscene, slanderous, defaming, or threatening communications;

(f) accessing, viewing, or downloading inappropriate web sites, i.e., sites advocating hate or violence, displaying pornographic or sexually explicit material, or promoting illegal activity;

(g) distributing confidential information to persons or entities that are not entitled to such information;

(h) storing or placing unlawful information on City computers or network;

(i) copying system files, programs, or data without proper authorization;

(j) disseminating, printing, or copying copyrighted materials including articles and software in violation of copyright laws;

(k) using abusive or otherwise objectionable language in either public or private messages;

(l) sending or forwarding messages that are likely to result in the loss of the recipient's work or system use;

(m) sending or forwarding "chain-letters," jokes or lists or any other type of use that would cause congestion or disrupt the operation of the networks or otherwise interfere with the work of others;

(n) decryption of system or user passwords; or

(o) creating, distributing, viewing, or soliciting sexually oriented messages, materials, or images.

21.050. Cellular Telephones.

Only those employees authorized by their department head and/or the City Manager are authorized to have a City-issued cell phone. The level of monthly service for such City-issued cell phone shall be commensurate with the amount of City business conducted and needed by the employee. The primary purpose of all City-issued cell phones shall be to facilitate City business. The City will allow limited personal use of City-issued cell phones, though personal use of City cell phones shall not be excessive and shall not interfere with the performance of job duties. The City reserves the right to monitor the billing and use of all City-issued cell phones. By accepting the use of a City-issued cell phone, the employee also understands that excessive use of the cell phone that hinders job performance may result in disciplinary action. Cellular transmissions can be overheard by others. Discretion should be used in discussing confidential information on a cell phone. Employees, who are authorized to use a City-issued cell phone shall agree to be readily available to take calls, respond to e-mails and text messages during working hours, during on-call hours and as reasonably expected as outlined in the employee's job description Employees shall use best judgment when taking calls, responding to e-mails and text messages outside of his or her working hours to ensure that he or she is not working unreasonable or unapproved overtime. Employees may not use their City phones for work purposes during periods of unpaid leave. Employees are responsible for taking reasonable precautions to prevent theft and/or vandalism of cellular equipment. An employee who violates the conditions of these policies relating to cell phones and usage will be subject to having the use of his or her City-issued cell phone terminated. In addition, employees may be subject to disciplinary action, up to and including termination, for any violation of these policies.

21.060. Bring Your Own Phone (BYOP) Policy

Employees that would otherwise be given a City cell phone/smart phone may elect to use a personal cell phone/smart phone for City business if authorized by his or her Department Head and the City Manager. Employees who have not received authorization in writing from his or her Department

Head and the City Manager will not be permitted to use personal phones for work purposes. Failure to comply with this policy may result in disciplinary action, up to and including termination of employment.

While at work, employees are expected to exercise the same discretion in using their personal phones as is expected for the use of City phones as defined in this chapter.

Employees, who are authorized to use their personal phone for work purposes shall agree to be readily available to take calls, respond to e-mails and text messages during working hours, during on-call hours and as reasonably expected as outlined in the employee's job description. Employees, who are authorized to use their personal phone for work purposes shall use best judgment when taking calls, responding to e-mails and text messages outside of his or her working hours to ensure that he or she is not working unreasonable or unapproved overtime. Employees may not use their personal phones for work purposes during periods of FMLA leave or unpaid leave.

No employee using his or her personal phone should expect any privacy except that which is governed by law. The City has the right, at any time, to monitor and preserve any communications that use the City's networks in any way; including data, voice mail, and email, to determine proper use. Management reserves the right to review or retain personal and company-related data on personal phones or to release the data to government agencies or third parties during an investigation or litigation

(a) BYOP Stipend. Employees authorized to use personal phones under this policy will receive an agreed-on quarterly stipend as approved by the City Manager. If an employee obtains or currently has a plan that exceeds the monthly stipend, the employee shall be responsible for any and all remaining amounts and the City will not be liable for the cost difference. Under no circumstances shall the City be responsible for any late fees or like charges.

(b) Lost, Stolen, Hacked or Damaged Equipment. Employees are expected to protect personal phones used for work-related purposes from loss, damage, or theft. Employees must notify their supervisor as soon as practicable in the event their personal phone is lost, stolen or damaged to ensure any City data is protected. If IT is unable to repair the phone, the employee will be responsible for the cost of replacement.

(c) Termination of Employment. Upon resignation or termination of employment, or at any time on request, the employee may be asked to produce the personal phone for inspection. All company data on personal phones will be removed by IT upon termination of employment.

21.070. Termination.

Employees will be required to return all City-issued equipment to the Department Head or his or her designee upon termination of their employment. Failure to return City-issued equipment upon termination will be considered theft and may be subject to prosecution.

CHAPTER 22
TELECOMMUTING POLICY & PROCEDURES

22.010. Objective.
22.020. Eligibility.
22.030. Equipment.
22.040. Security.
22.050. Safety.
22.060. Compliance.

22.010 Objective.

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

Telecommuting can be informal, such as working from home for a short-term project or on the road during City business travel, or a formal, set schedule of working away from the office as described below. Either an employee or supervisor can suggest telecommuting as a possible work arrangement. For formal telecommuting arrangement the employee must fill out the telecommuting request and sign (see Appendix OP). For informal temporary telecommuting arrangements, such as inclement weather, special projects, and city related travel, can be approved on an as needed basis and must be approved by the department head.

22.020 Eligibility.

Employees will be fully responsible for the accommodations in their home office. Before entering into any telecommuting agreement, the employee, and the department head, with the assistance of the Human Resource Manager, will evaluate the suitability of such an arrangement, reviewing the following areas:

(a) Employee must be in good standing with the City including not currently on disciplinary action and has shown the ability to work independently to complete projects.

(b) The employee and department head will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.

(c) The employee and department head will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.

(d) The employee and department head will review the physical workspace needs and the appropriate location for the telework.

(e) The employee and the department head will work with IT to ensure proper equipment is portable and suitable for work duties.

(f) Employee understands all tax and other legal implications of telecommuting rests solely with the employee.

(g) In periods of emergency declared by the City Manager, Federal or State or Local Government, exceptions may be made to this section as deemed necessary by the City Manager.

22.030 Equipment.

Generally, employees who are granted the privilege of telecommuting must provide their own office equipment, at the expense of the employee and they must provide connectivity to the internet and maintaining a live contact number during scheduled working hours. The employee may use a city laptop if they already have one issued. On a case-by-case basis, Syracuse City may consider providing necessary equipment such as hardware, software, modem, phone and data lines and other office equipment for each telecommuting arrangement. The IT department will provide equipment based on approval, when equipment is available and budgeted.

Equipment supplied by Syracuse City will be maintained by the City. The employee is required to take reasonable care of all equipment to keep it secure and to use it in accordance with operating instructions and IT policies as outlined in this Policy Manual. Upon termination of employment, all City property must be returned to the City, unless other arrangements have been made. Syracuse City accepts no responsibility for damage or repairs to employee-owned equipment.

Syracuse City will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. The employee will establish an appropriate work environment within his or her home for work purposes. Syracuse City will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture, or lighting, nor for repairs or modifications to the home office space.

22.040 Security.

Consistent with the City's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary and confidential City, clients, citizens, customers, and employees' information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, only using secure and password protected internet connections, and any other measures appropriate for the job and environment. Employees that fail to follow these procedures, or who are reckless or careless when accessing confidential City information could face liability, sanctions, and/or disciplinary action, up to and including termination. Equipment and files should only be accessible to the employee and safeguarded from access by other members of the household and visitors. The employee agrees to produce City equipment and any City paper records kept at the employee's home to their supervisor, department head or IT within a reasonable time frame, upon request.

Employees are advised not to release their home address and telephone number to citizens or third parties. Employees shall not meet volunteers, clients, citizens, co-workers, or customers at home. Employees who wish to keep their personal telephone number private shall dial *67 before dialing the outgoing telephone number. In doing so, the caller ID will be blocked.

22.050 Safety.

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the City's worker's compensation policy. Telecommuting is not designed to be a replacement for appropriate childcare, except for in a state of emergency where there is a school or state shutdown. An employee's schedule may be modified to accommodate childcare needs with department head approval. Syracuse City is not liable for any injuries sustained by visitors to an employee's home worksite.

22.060 Compliance.

Employees who telecommute will be expected to report to their Supervisor or Department Head on an as needed basis determined by the Department Head. Employees may not telecommute from outside of Utah for more than 30 consecutive calendar days. Employees must be appropriately attired while video conferencing as per Section 9.040. The Department Head may suspend or terminate the telecommuting arrangement at their discretion. Failure to comply with any aspect of this policy or related policies outlined in this Policy Manual may result in the loss of privileges to work from home and may subject the employee to disciplinary action, up to and including termination.

CHAPTER 23
PERFORMANCE EVALUATIONS

23.010. General Policy.
23.020. Performance Evaluation Periods.
23.030. Performance Evaluations.
23.040. Records.
23.050. Performance Tracking

23.010. General Policy.

It is the policy of Syracuse City to evaluate City employees regarding their work performance in accordance with the City adopted performance evaluation system and the provisions of this Chapter. Performance evaluations are intended to improve the performance of employees by providing meaningful, constructive feedback on the adequacy of performance.

23.020. Performance Evaluation Periods.

(a) Probationary Employees. Probationary employees hired before November 1st of each year shall be evaluated at the next scheduled annual evaluation period and may also be evaluated at any other time deemed necessary by the Supervisor and/or Department Head. The performance evaluations for probationary employees may be used to provide information to both the employee and the City regarding the employee's performance. Performance evaluations and the results of such evaluations for probationary employees shall not obligate Syracuse City to a particular course of action relative to the probationary employees, nor shall it create any property or due process rights for such employees relative to their employment with the City.

(b) Employees. All employees, other than Crossing Guards, Recreation Assistants and temporary or seasonal employees, shall receive performance evaluations on an annual basis. The evaluation period for these annual reviews will be the previous calendar year (January 1 to December 31). The annual performance evaluations shall be conducted and completed by the employee's direct supervisor. Annual performance evaluations must be completed and submitted by the supervisors to the Human Resources Manager on or before March 1 of each year. Additional evaluations may be made at any time at the discretion of the supervisor or department head or when directed by the Human Resources Manager.

23.030. Performance Evaluations.

Employees shall be evaluated by his or her immediate supervisor in accordance with the City approved performance evaluation system and approved performance criteria. Performance evaluations should consist of a written evaluation form as well as an in-person interview. Evaluators may get input from other supervisors that have indirectly supervised the employee. Performance evaluations may be reviewed by the next level supervisor or department head. Performance evaluations may be used in decisions concerning advancement, future training needs, performance related salary adjustments and disciplinary actions.

23.040. Records.

Performance evaluation records shall be maintained in the employee's personnel file. Such records shall be maintained and accessed in accordance with the Utah Governmental Records Access and Management Act as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., as amended.

23.050. Performance Tracking.

Department Heads and/or Supervisors shall from time to time enter Significant Incident Reports (SIRs), whether positive and/or negative, into the City's evaluation system in order to track the employee's performance throughout the year.

CHAPTER 24
GRIEVANCES

24.010. Grievances.
24.020. Informal Grievance Procedures.
24.030. Formal Grievance Procedures.
24.040. Appeal.
24.050. Retaliations.
24.060. Records.

24.010. Grievances.

Employees may appeal a decision or disciplinary action by the City which affects his or her employment (other than suspension, demotion or dismissal which are governed by appeal provisions of Chapter 2422) pursuant to the provisions set forth herein. These guidelines should not be construed as preventing, limiting, or delaying the City from taking disciplinary action, including immediate termination, in circumstances where the City deems such action appropriate. Except as required by State or Federal law, the grievance procedures provided herein shall be exhausted prior to seeking alternative remedies.

24.020. Informal Grievance Procedures.

Employees are encouraged to resolve their grievances at the lowest administrative level possible. An employee with a grievance may first attempt to settle the matter informally through discussion with his or her supervisor. The supervisor should review the matter and conduct an investigation as deemed appropriate under the circumstances. If the employee does not believe the problem has been satisfactorily resolved within ten (10) days after the circumstances are first discussed informally with the supervisor, or any time prior thereto, the employee may pursue formal grievance procedures as provided herein.

24.030. Formal Grievance Procedures.

(a) Complaint. An aggrieved employee may file a formal written grievance with the Human Resources Manager within ten (10) days from the date of the event giving rise to the grievance or within ten (10) days from the date the employee has knowledge, or should have knowledge, of the event giving rise to the grievance. Grievances shall be filed using an Employee Grievance Form as provided by the City (See Appendix PQ). The time for filing a formal written grievance shall be extended during the time for which informal grievance procedures are pursued; provided, such time shall not exceed thirty (30) days. If the grievance involves the Human Resources Manager, the grievance may be filed with the City Manager, in which case all references herein to Human Resources Manager shall refer to City Manager.

(b) Investigation and Recommendation. Upon receipt of a grievance, the Human Resources Manager shall review and investigate the matter as deemed appropriate under the circumstances. Upon completion of review and investigation, the Human Resources Manager shall prepare a written recommendation to the City Manager regarding the matter.

(c) Decision. The City Manager should, within a reasonable time from receipt of the recommendation from the Human Resources Manager, prepare and provide the employee written notice of his or her final decision in the matter.

24.040. Appeal.

An employee aggrieved by a final decision of the City Manager regarding a formal grievance filed hereunder may appeal such decision to the City Council by filing a written appeal stating the grounds therefore with the City Recorder within ten (10) days from the date of the decision. Only the issues presented in the original grievance may be considered on appeal. The City Council shall conduct a review of the matter reviewing the City Manager's decision for correctness. The City Council shall prepare and provide to the employee written notice of its final decision in the matter within a reasonable time from receipt of the appeal.

24.050. Retaliations.

Employees are entitled to bring good faith grievances hereunder without fear of retaliation. The City shall not discriminate against an employee because that individual made a grievance complaint, or has testified, assisted, or participated in any manner in an investigation, proceeding, or hearing to enforce any provision herein. No person shall coerce, intimidate, threaten, harass, or interfere with any individual in the exercise or enjoyment of the exercise of any right granted or protected herein. Employees are further protected under the provisions of the Utah Protection of Public Employees Act, more commonly known as the "Whistle Blower's Act," as set forth at *Utah Code Ann*. ' 67-21-1, *et seq*., as amended.

24.060. Records.

The City shall maintain records pertaining to employee grievances filed hereunder and records pertaining to an appeal of such grievances in accordance with the Utah Government Records Access and Management Act as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., as amended. No document relating to an employee grievance shall be placed in the employee's personnel file.

CHAPTER 25
DISCIPLINARY ACTION

25.010. General Conduct.
25.020 Responsibility for Discipline.
25.030. Levels of Discipline.
25.040. Investigation.
25.050. Administrative Leave.
25.060. Verbal Warning.
25.070. Written Reprimand.
25.080. Probation.
25.090. Suspension.
25.100. Demotion.
25.110. Dismissal.
25.120. Pre-Disciplinary Action Hearing.
25.130. Disciplinary Action.
25.140. Appeals.

25.010. General Conduct.

It is the responsibility of all employees of the City to conduct themselves in accordance with the City's policies, rules, and regulations and to perform their work in a satisfactory manner. Employees are expected to conduct themselves in a professional and competent manner and to be courteous and cooperative at all times with fellow employees, supervisors, and the public. Any action or conduct not in accordance with City policies or in violation of any City rule or regulation shall be subject to disciplinary action up to and including termination.

25.020. Responsibility for Discipline.

The basic responsibility for discipline lies with the employee's supervisor under the direction of the City Manager, provided that any disciplinary action involving suspension, probation, demotion, or dismissal shall require a pre-disciplinary action hearing and prior review and approval of the City Manager in accordance with the procedures set forth herein. In addition, any dismissal of an employee shall comply with City Ordinances regarding Mayor and/or City Council approval, as more particularly set forth in Title 1 of the Syracuse Municipal Code.

25.030. Levels of Discipline.

When there are grounds for discipline, an employee shall be subject to appropriate disciplinary action, based upon the particular facts and circumstances of each case. Disciplinary action may include one or more of the following: verbal warning, written reprimand, suspension with or without pay, disciplinary probation, demotion, and dismissal.

25.040. Investigation.

Prior to any disciplinary action or recommendation of any disciplinary action, the alleged misconduct and related circumstances shall be investigated by the employee's immediate supervisor and/or the Human Resources Manager. When deemed appropriate, any investigation may also be conducted by an outside investigator hired by the City. The investigation shall be conducted to the extent

deemed necessary and appropriate under the circumstances. Such investigation should provide the employee with an opportunity to respond verbally and/or in writing to the alleged claims.

25.050. Administrative Leave.

In the event of an emergency, or when otherwise deemed appropriate and necessary pending full investigation of alleged violations of an employee, the City Manager, or his or her designee, may temporarily relieve an employee from duty, with pay, or temporarily reassign the employee to another position at the same rate of pay. Such temporary relief from duty with pay shall be considered administrative leave and shall not preclude subsequent disciplinary action against the employee. The Department Head shall fill out the Administrative Leave Form (see Appendix QR) and turn into the Human Resource Manager.

25.060. Verbal Warning.

After investigation of the alleged misconduct in accordance with Section 25.040, whenever grounds for disciplinary action exist and the supervisor determines that more severe action is not required, the supervisor may verbally communicate to the employee the observed deficiency. Written documentation of the warning shall be prepared by the supervisor using the City's Disciplinary Action Form setting forth the date, time, circumstances and grounds for the discipline, and the date, time, and circumstances of the verbal notice. The Disciplinary Action Form shall be signed by the supervisor, the Human Resources Manager, and the employee. If the employee refuses to sign the form, the supervisor shall note such refusal in writing on the form. All disciplinary action documentation shall be filed and maintained with the employee's personnel records and input into the evaluation system as a Significant Incident Record (SIR). Failure to remedy the deficiency described in a verbal warning may result in additional disciplinary action being taken.

25.070. Written Reprimand.

After investigation of the alleged misconduct in accordance with Section 25.040, whenever grounds for disciplinary action exist and the supervisor determines that more severe action is not required, the supervisor may reprimand an employee in writing. Written reprimands shall be prepared by the supervisor using the City's Disciplinary Action Form setting forth the date, time, circumstances, and grounds for the discipline (See Appendix RS). The Disciplinary Action Form, along with a Signification Incident Record (SIR) shall be signed by the supervisor, the Human Resources Manager, and the employee. If the employee refuses to sign the form, the supervisor shall note such refusal in writing on the form. All disciplinary action documentation shall be filed and maintained with the employee's personnel records and input into the evaluation system as a SIR, Failure to remedy the deficiency described in a written reprimand may result in additional disciplinary action being taken.

25.080. Disciplinary Probation.

Whenever grounds for disciplinary action exist and the supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the supervisor may recommend to the City Manager an employee be placed on disciplinary probation for a period not to exceed six (6) months. Written notice of such recommendation shall be prepared by the supervisor and submitted to the City Manager including a detailed statement of the date, time, circumstances and grounds for the recommended disciplinary action and the investigation conducted. The purpose of disciplinary probation is to provide a period during which the employee's performance is carefully monitored and evaluated. Upon receipt of a supervisor's recommendation for probation, the City Manager shall determine the

appropriate disciplinary action to be taken, if any. Probationary status shall not preclude any other disciplinary action being taken against the employee as deemed appropriate. Any probationary period may be extended by the City Manager for a period of time not to exceed three (3) months upon written notice to the employee. Any disciplinary action taken against an employee on probation, other than verbal or written reprimand, shall comply with the due process procedures set forth in Section 25.120 regarding pre-disciplinary action hearings and shall be subject to applicable appeal procedures set forth in Section 25.140.

25.090. Suspension.

After investigation of the alleged misconduct in accordance with Section 25.040, whenever grounds for disciplinary action exist and the supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the supervisor may recommend to the City Manager an employee be suspended, with or without pay, for a period of time not to exceed fifteen (15) calendar days. Written notice of such recommendation shall be prepared by the supervisor and submitted to the City Manager and should include a detailed statement of the date, time, circumstances and grounds for the recommended disciplinary action and the investigation conducted. Upon receipt of a supervisor's recommendation for suspension, the City Manager shall follow the due process procedures set forth in Section 25.120 regarding pre-disciplinary action hearings and determine the appropriate disciplinary action to be taken, if any, in accordance with procedures set forth in Section 25.130. Any employee suspended with or without pay shall be responsible for making full employee contributions to his or her employee medical insurance benefits no later than the regularly scheduled pay day and must be available to work during all regular business hours if the suspension is with pay. Any employee who is suspended without pay for more than two (2) days may appeal such suspension to the Employee Appeal Board in accordance with the appeal procedures set forth in Section 25.140.

25.100. Demotion.

Whenever grounds for disciplinary action exist and the supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the supervisor may recommend to the City Manager an employee be demoted. Written notice of such recommendation shall be prepared by the supervisor and submitted to the City Manager and should include a detailed statement of the date, time, circumstances and grounds for the recommended disciplinary action and the investigation conducted. Upon receipt of a supervisor's recommendation for demotion, the City Manager shall follow the due process procedures set forth in Section 25.120 regarding pre-disciplinary action hearings and determine the appropriate disciplinary action to be taken, if any, in accordance with procedures set forth in Section 25.130. Any employee who is demoted may appeal such demotion to the Employee Appeal Board in accordance with the appeal procedures set forth in Section 25.140.

25.110. Dismissal.

Except as otherwise provided by Ordinance for appointed officers and department heads, whenever grounds for disciplinary action exist and the supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the supervisor may recommend to the City Manager an employee be dismissed. Written notice of such recommendation shall be prepared by the supervisor and submitted to the City Manager and should include a detailed statement of the date, time, circumstances and grounds for the recommended disciplinary action and the investigation conducted. Upon receipt of a supervisor's recommendation for dismissal, the City Manager shall follow the due process procedures set forth in Section 25.120 regarding pre-disciplinary action hearings and determine the appropriate disciplinary action to be taken, if any, in accordance with procedures set forth in Section

25.130. In addition, any dismissal of an appointed employee shall comply with City Ordinances regarding Mayor and/or City Council approval, as more particularly set forth in Title 1 of the Syracuse Municipal Code. Any employee who is dismissed may appeal such dismissal to the Employee Appeal Board in accordance with the appeal procedures set forth in Section 25.140.

25.120. Pre-Disciplinary Action Hearing.

Upon receipt of a supervisor's recommendation of disciplinary action involving suspension, demotion or dismissal, the City Manager or designee shall review and investigate the matter as deemed appropriate and shall hold a pre-disciplinary action hearing. The purpose of the pre-disciplinary action hearing is to provide the employee with notice and an opportunity to respond to the alleged violations and proposed disciplinary action. The City Manager or designee shall provide the employee with written notice of the date and time of the pre-disciplinary action hearing and shall provide the employee with a copy of the supervisor's letter recommending the proposed disciplinary action and stating the grounds therefore. The employee shall receive at least forty-eight (48) hours ~~timely~~ notice of the pre-disciplinary action hearing, overview of allegations and the proposed disciplinary action. The employee will be granted a reasonable time to prepare for the hearing, if needed. The Human Resource Manager or City Attorney must be present at the hearing.

25.130. Decision Subsequent to Disciplinary Action Hearing.

After the pre-disciplinary action hearing, the City Manager or designee shall provide the employee with written notice of his or her final decision stating the disciplinary action to be taken, if any, the effective date of the disciplinary action, the grounds for the action, and the employee's right to appeal the same. In addition, the City Manager shall document the disciplinary action using the City's Disciplinary Action Form and attach all necessary and applicable documentation or proof of the employee's misconduct or performance issue~~.~~ The Disciplinary Action Form shall be signed by the City Manager, the Human Resources Manager, and the employee. In instances of disciplinary action or dismissal of the City Manager, the Disciplinary Action Form shall be signed by the Mayor, the Human Resources Manager, and the employee. ~~In instances of dismissal, the Disciplinary Action Form shall also be signed by the Mayor.~~ If the employee refuses to sign the Disciplinary Action Form, the City Manager, or designee, shall note such refusal in writing on the form. In determining the type and severity of the disciplinary action, the City Manager may consider aggravating and mitigating circumstances, which include, but are not limited to: the repeated nature of misconduct; prior disciplinary action imposed; the severity of the misconduct; the employee's work record; the effect of the misconduct on City operations; and/or the potential of the misconduct to harm persons or property.

25.140. Appeals.

Except as otherwise provided herein, or other applicable law, all appointed officers and Full-Time employees of the City shall hold their employment without limitation of time, being subject to suspension without pay for more than two (2) days, demotion, or dismissal only as provided in *Utah Code Ann.* ' 10-3-1106, as amended. As provided in Section 3-30-030 of the Syracuse Municipal Code, the following officers and employees are not covered by the provisions of this Section: police chief, fire chief, department heads, ~~-~~new hire probationary employees, part-time employees, temporary or seasonal employees, or officers appointed by the Mayor or other person or body exercising executive power in the City. All other appointed officers or employees ("covered employees") who are suspended without pay for more than two (2) days, demoted, or dismissed shall have the right to appeal such suspension, demotion or dismissal to the City Appeals Board in accordance with Section 3-30-030 of the Syracuse Municipal

Code and the provisions of *Utah Code Ann*. ' 10-3-1106, as amended. All other disciplinary actions may be appealed in accordance with the grievance procedures set forth in Chapter 24.

25.150. Disciplinary Action for Part-Time, Seasonal & Temporary Employees.

Supervisors and Department Heads are expected to regularly communicate with part-time, seasonal & temporary staff regarding work expectations and performance matters the same as full-time staff. When there are grounds for discipline, a part-time, seasonal, or temporary employee shall be subject to appropriate disciplinary action, based upon the particular facts and circumstances of each case. Disciplinary action may include one or more of the following: verbal warning, written reprimand, suspension without pay, disciplinary probation, demotion, and dismissal.

Prior to any disciplinary action, the alleged misconduct and related circumstances shall be investigated by the employee's immediate supervisor and/or the Human Resource Manager. When deemed appropriate, any investigation may also be conducted by an outside investigator hired by the City. The investigation shall be conducted to the extent deemed necessary and appropriate under the circumstances. Such investigation should provide the employee with an opportunity to respond verbally and/or in writing to the alleged claims.

After the investigation, the employee's supervisor shall make their final decision with consultation of the Human Resource Manager. The supervisor or department head shall document the disciplinary action using the City's Disciplinary Action Form and attach all necessary and applicable documentation or proof of the employee's misconduct or performance issue. The Disciplinary Action Form shall be signed by the supervisor, the Human Resource Manager, and the employee. If the employee refuses to sign the Disciplinary Action Form, the supervisor shall note such refusal in writing on the form. In determining the type and severity of the disciplinary action, the supervisor may consider aggravating and mitigating circumstances, which include, but are not limited to: the repeated nature of misconduct; prior disciplinary action imposed; the severity of the misconduct, the employee's work record; the effect of the misconduct on City operations; and/or the potential of the misconduct to harm persons or property.

CHAPTER 26
TERMINATION OF EMPLOYMENT

26.010. Types of Termination.
26.020. Voluntary Termination Procedures.
26.030. Involuntary Termination Procedures.
26.040. Resignation in Lieu of Involuntary Termination Procedures.
26.050. Reduction in Force Procedures.
26.060. Retirement Procedures.
26.070. Final Pay.
26.080. Return of City Property.
26.090. Exit Interview.
26.100. COBRA Coverage.

26.010. Types of Termination.

The following generally describes various types of termination of employment with the City. The following is provided for information purposes only and is not intended to be an exhaustive list or description of types of or grounds for termination of employment with the City.

(a) Voluntary Resignation. Voluntary resignation occurs when an employee wishes to leave employment with Syracuse City voluntarily and not due to retirement, involuntary termination, or resignation in lieu of involuntary termination, as more particularly described herein.

(b) Involuntary Termination. Involuntary termination occurs when the employee is terminated for involuntary reasons, such as for cause, or with or without cause in the case of at-will employees. Involuntary termination may include resignation in lieu of disciplinary action as more particularly described in Subsection (c).

(c) Resignation in Lieu of an Involuntary Termination. Any employee who resigns pending involuntary termination for cause proceedings may be deemed to have resigned in lieu of involuntary termination.

(d) Reductions in Force (Layoff). Reduction in force or layoff terminations may occur when it is deemed necessary by the City to reduce the number of employees due to lack of work, lack of funds, or other justified business reasons. The City may attempt to minimize reductions in force by readjustment of personnel through reassignment of duties in other work areas.

(e) Retirement. Retirement is voluntary termination at the end of an employee's career. For purposes of these Policies and Procedures, retirement specifically means an employee who has become eligible, applies for, and is entitled to receive a retirement allowance under applicable provisions of the Utah State Retirement and Insurance Benefits Act, as set forth in Title 49 of the *Utah Code Annotated*, as amended.

(f) Medical. The American's with Disabilities Act (ADA) prohibits illegal discrimination by an employer against an "otherwise qualified individual with a disability." An employee should not be terminated for medical reasons without prior consultation with legal counsel and compliance with the City's ADA policies and procedures.

(g) Death. If an employee of Syracuse City dies, his or her estate receives all pay due and any earned and payable benefits (such as payment for compensatory time, annual vacation leave, and sick leave, if applicable) as of the date of death in accordance with City policies and procedures and applicable State and Federal regulations.

26.020. Voluntary Termination Procedures.

Employees who wish to voluntarily terminate their employment with Syracuse City shall notify the City at least two (2) weeks in advance of their voluntary termination. Such notice should be given in writing to the employee's department head or supervisor. Employees must comply with the notice requirements set forth herein to be eligible for rehire. A Notice of Voluntary Resignation Form (see Appendix S~~T~~) shall be filled out by the employee and signed prior to final voluntary termination. If an employee wishes to rescind their resignation, the employee must request to rescind their resignation in writing to their department head as soon as possible. If the job opening has been posted or reorganization of the department has been developed, the request will be denied. An employee who has submitted their notice to resign may not use sick leave in the final two-weeks of employment unless the employee provides a doctor note.

26.030. Involuntary Termination Procedures.

Any involuntary terminations for cause shall comply with applicable procedures set forth in Chapter 25~~22~~ regarding Disciplinary Action, including any applicable pre-disciplinary hearing and due process requirements set forth therein. Such procedures shall not be required for involuntary termination of at-will or excluded employees as more particularly set forth in these Policies and Procedures or as provided by law. Employees who voluntarily resign in lieu of or are terminated due to lacking skill sets, unable to pass training or obtaining required certifications will not be deemed as "for cause" and will be eligible for rehire.

26.040. Resignation in Lieu of Involuntary Termination Procedures.

If an employee chooses to resign pending any for cause termination proceedings, the resignation may be considered an involuntary termination pending final resolution of the termination proceedings. Alternatively, the City and the employee may negotiate and enter into a Resignation in Lieu of Involuntary Termination Agreement containing terms acceptable to the City, including, but not limited to hold harmless and indemnification provisions regarding the resignation in lieu of involuntary termination proceedings, and waiver of notice and due process requirements for involuntary termination. ~~-~~Employees who voluntarily resign in lieu of or are terminated due to lacking skill sets, unable to pass training or obtaining required certifications will not be deemed as "for cause" and will be eligible for rehire.

26.050. Reduction in Force Procedures.

(a) If Syracuse City is facing a possible reduction in labor force, the City should explain the situation to its employees, advising them of the possibility that reductions in force or layoffs may become an economic necessity for the City.

(b) In the selection of employees for reduction in force, the following guidelines should be considered:

(1) Temporary and probationary employees should be laid off first.

(2) Regular employees should be the last to be laid off and based on the following factors: longevity, previous performance evaluations and disciplinary actions.

(c) Before any reduction in force, Syracuse City should determine whether it is subject to the requirements of the Worker Adjustment and Retraining Notification Act, 29 U.S.C. 2101, *et seq*., as amended, and shall comply with any applicable requirements.

(d) Syracuse City should explain to any employee terminated through reduction in force the employee's options (such as COBRA and Retirement Plan Options).

(e) Written reduction in force notices should be provided to employees terminated through reduction in force procedures. Such notice should contain a statement that separation from employment is based on reduction in force and the effective date of the reduction in force termination.

26.060. Retirement Procedures.

Employees who desire to retire from employment with the City should notify the City as soon as possible but no later than two (2) months in advance of his or her final workday. Such notice should be in writing to the employee's Department Head or Supervisor. Employees must comply with the notice requirements set forth herein to be eligible for rehire and to be compensated for unused accrued sick as outlined in Section 8.070 (e). A Notice of Voluntary Resignation Form shall be filled out by the employee and submitted to the Human Resource Manager prior to final voluntary termination. In addition, employees eligible for retirement benefits through Utah Retirement Systems (URS) shall work directly with URS to work out the details of such retirement and benefits.

26.070. Final Pay.

Upon termination of employment with the City, the City will arrange for distribution of any pay which may be due the employee, including pay for any hours worked but not paid, pay for unused, accrued vacation leave (if applicable), pay for any unused, accrued compensation time off (if applicable), and pay for unused, accrued sick leave (if applicable). Final pay shall be distributed on the regularly scheduled pay day following the termination.

26.080. Return of City Property.

Terminating employees shall return any and all keys, supplies or equipment, which are the property of Syracuse City to the Department Head or his or her designee at termination. Failure to return City-issued keys, supplies and/or equipment upon termination will be considered theft and may be subject to prosecution. Uniforms shall be retired according to the policy established by the department.

26.090. Exit Interview.

In order to provide appropriate feedback to the City and conclusion of employment for the employee, terminating employees ~~should~~ may be invited to complete an Exit Interview with the Human Resources Manager and/or City Manager. ~~When conducted, an Exit Interview Form should be signed by the employee and the Human Resources Manager.~~

26.100 COBRA Coverage.

Any terminated employee shall be notified of his or her rights to continued insurance coverage

and other protections and requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) in accordance with applicable Federal regulations.

APPENDIX FORMS

All printable forms can be found by scanning the QR code or going to the following website:

https://www.syracuseut.gov/173/Human-Resources

APPENDIX A:
Policy Manual Acknowledgement of Receipt

Syracuse City Corporation

PERSONNEL POLICY AND PROCEDURES MANUAL
ACKNOWLEDGEMENT OF RECEIPT

I, the undersigned employee of Syracuse City Corporation, hereby acknowledge that Syracuse City has made a copy of the Personnel Policy and Procedures manual electronically available to me and that I have received instructions on how to access it.

I further acknowledge that I may request a paper copy of the manual if I am unable to access the manual electronically.

By signing below, I agree to familiarize myself with and abide by the policies and procedures outlined in the manual. Further, I understand that this agreement does not create an obligation or contract of employment between Syracuse City and myself.

I understand that reading this manual constitutes one of my job duties and that I am required to perform my duties in accordance with the policies contained in this manual and any updates, additional rules, regulations, policies or procedures which may be imposed by the City or the department in which I work, whether or not I read this manual. I understand that my failure to read this manual, as required, does not excuse me from being covered by or complying with its provisions.

I understand that if I have any questions about the provisions contained in this manual, I should direct them to the City Manager.

I understand that this manual serves only as a guide and that Syracuse City reserves the right to change any of its policies and/or procedures at any time for any reason.

Name (printed): _____

Signature: _____ Date: _____

APPENDIX B:
Recruitment & Retention Policy

RECRUITMENT & RETENTION POLICY

1) **PURPOSE**

A. The purpose of this policy is to establish a planned approach to ensure that Syracuse City attracts the best talent possible, and motivates and retains that talent for the overall benefit of the citizens.

B. It is essential that Syracuse City recruits and retains the best talent possible to ensure the most efficient use of City resources. Excessive turnover and any lack of direction provided by City leadership will produce inefficiencies that waste City resources, and will degrade the quality of service provided to the citizenry.

2) **COMPONENTS OF THE POLICY**

A. Leadership & Responsibility

Executive/Administration

As the Executive/Administrative branch of Syracuse City, the leadership and responsibility for creating an environment that breeds productive, dedicated, and engaged employees lies primarily with the City Manager, and ultimately with the Mayor, with the support of the department heads and the City Council.

City Council

The City Council will be tasked with reviewing programs and policies proposed by the City Manager and/or Mayor, and adopting policies that align with the purpose of this policy.

Employees

Employees are responsible for bringing a positive, constructive approach to the workplace. Issues affecting recruitment and retention are to be addressed by employees in a professional and constructive manner.

Adopted May 10, 2022

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APPENDIX B (continued):
Recruitment & Retention Policy

B. Employee Compensation Policy

It is the general policy of Syracuse City that it will compensate its employees on a merit-based system in a manner that is competitive with the market, for wages and benefits. Overcompensating does not ensure the best service and undercompensating erodes the City's ability to attract and retain quality employees.

C. Administration of the Policy

1. Comparison Market

   (a) Benchmarking of Comparison Entities

      (i) Wage scales for all positions will be benchmarked against the following core cities:

         1. Roy
         2. Clinton
         3. Clearfield
         4. Layton
         5. Kaysville
         6. Farmington
         7. West Point

      (ii) In addition to the core cities, the following cities/entities will be benchmarked in these respective departments:

         1. Public Works: Maintenance Workers, Crew Leaders, and Superintendents
            a. North Davis Sewer District
            b. Central Davis Sewer District
            c. Weber Basin Water Conservancy District
            d. Davis & Weber Canal Company
            e. Roy Water District
         2. Fire Department
            a. North Davis Fire District

APPENDIX B (continued):
Recruitment & Retention Policy

b. South Davis Metro Fire District

c. Weber Fire District

d. North View Fire District

(iii) Subject to consent by the City Council, a city/entity that is not included in the core lists above may be added to the benchmark list for any given position if all of the following parameters are met:

1. The population, customers served, number of employees, or size of service area are similar (within 30%) to that of Syracuse City.

2. The job duties and/or level of responsibility of the comparable position is arguably the same or more similar to Syracuse City than a city/entity in the core list.

3. The comparable city/entity is located within either Davis or Weber counties.

(iv) Subject to consent by the City Council, a benchmark city/entity may be removed from the core lists above if any of the following parameters are met:

1. The job duties and/or level of responsibility of the comparable position is substantially different than the same position in Syracuse City.

2. The wage scale data published by the city/entity is older than 6 months, and more updated numbers cannot be obtained.

3. The wage scale data published by the city/entity differs from their advertised job announcements without a reasonable explanation.

(b) Gathering Benchmark Data from Comparison Cities/Entities

(i) The wage benchmarking process will happen once per year, typically in February, and in preparation for the annual budget.

(ii) The City will primarily rely on the Technet system, or other similar cooperative data sharing platform to gather wages scales from other cities and entities. At the discretion of the City Council, a third-party contractor may be used to gather the data instead of Technet.

(iii) The benchmarking data for each position will be verified with the official wage scales of each city. City administration will check for errors, inconsistencies, or other flaws. City administration will make any necessary corrections, and conduct any additional research needed to ensure the integrity of the data.

(c) Periodic Market Adjustments

APPENDIX B (continued):
Recruitment & Retention Policy

(i) Every two years, the wage scales for each department will be reviewed and adjusted to comply with the policy's level of compensation outlined below. This process will occur during the annual preparation of the budget, with associated wage adjustments becoming effective the first pay period of July. Wages will be adjusted commensurate with the wage scale, unless otherwise determined by the City Council. Where possible, these reviews should coincide with the regularly scheduled in-depth review of each department's operations conducted by the City Council.

(ii) The departments will receive their wage scale review in the following order:

1. Year 1: Public Works, Admin Services, Courts/Records, CED
2. Year 2: Police, Fire, Parks & Recreation

2. Level of Compensation

(a) Setting Wage Scales

(i) Coinciding with the Periodic Market Adjustments for each department, the wage scales for each position will be set at the average of the top three cities/entities, however each position's wage scale will be at least 10% higher than the position below.

(ii) At any time, the City Council may adjust a position's wage scales to be different than the policy standard above to address competitiveness and labor market issues.

(b) Career Progression

(i) Advancements: An Advancement is defined as an extra pay increase that recognizes an employee's improved skill, knowledge, or capability. Some advancements also include a change in title to a higher position in the wage scale, but typically does not include a significant increase in the employee's responsibilities or supervisory duties (e.g. Maintenance Worker 1 to a Maintenance Worker 2). Frontline (non-supervisory) employees who meet the requirements for an advancement established in each department will receive an automatic 5% wage increase. Employees that also move to a higher titled position will receive at least the minimum of the wage scale of the new position. Each employee in a frontline position is eligible for a maximum of two advancements, if the position allows.

(ii) Promotions are defined as a movement to a higher position that significantly increases the employee's responsibilities and/or supervisory duties. An employee who is promoted will receive an increase to the minimum wage of the entering wage scale, but at least a 10% increase.

APPENDIX B (continued):
Recruitment & Retention Policy

(c) Annual Merit Increases

(i) Syracuse City has adopted a "pay for performance" ethic, and therefore does not use programmed step increases or cost of living increases based on time of service. A merit-based system is created to encourage continuous improvement of employees, for the overall benefit of the City. Commensurate with employee performance and improvement, the City Manager will administer a system that provides a path for employees to progress through the salary and wage scale for each position

(ii) In order to determine the budgeted amount for merit increases, the Council will:

(a) Calculate the moving average of wage increases for the last 3 years of benchmark cities/companies; and

(iii) If the calculated average wage increase of benchmark cities in a given year is greater than 150% of the average of the previous two years, the Council will discuss the situation to determine if a special adjustment can be approved in order to stay competitive with a rapidly changing market. Each department will be allotted a proportional share of the budgeted merit increase dollars based on the following formula:

Dept Share of Budgeted Merit Increase Dollars= (Average merit increase approved by the City Council) X Total payroll of the department

Note: Department heads will be considered a separate pool for these purposes.

(iv) For each department, the average evaluation score will be calculated. The average score will be targeted to receive the average merit increase. Scores above the average evaluation will be provided a higher merit increase, and scores below the average will be provided a lower merit increase. Nevertheless, in no case shall the highest merit increase be higher than 50% above the average, unless approved by the City Council. Any score below a 3 will not be eligible for a merit increase. Employees who were hired within the evaluation year will receive a pro-rated merit increase based on the number of months of service, as outlined in the City's employee policy manual.

3. Competitive Benefits Policy

(b) Every four years, the City's benefits package will be reviewed with the City Council to determine if adjustments need to be made.

(c) Methodology: Benefit levels will be comparable with the benchmark cities/entities. In addition, the City will evaluate the feasibility of other benefits that may set the City apart from the others for recruitment and retention purposes.

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APPENDIX B (continued):
Recruitment & Retention Policy

4. Reviewing Effectiveness of the Policy

   (b) Every two years, the City will conduct an internal survey of employees for the purpose of gathering input on the City's recruitment and retention efforts.

   (c) Every four years, the City Council and Administration will conduct a comprehensive review of this policy to evaluate its effectiveness in achieving its purpose.

5. Communication of the Policy

   (b) The Administration will produce materials and information that outlines the predictable and stable nature of career progression outlined in this policy in a way that employees will be able to reasonably understand and envision a future with the City.

   (c) The Administration will produce materials and information for employees that clearly outlines the level of compensation outlined in this policy.

   (d) The City will utilize the following venues and outlets for communication of the policy:

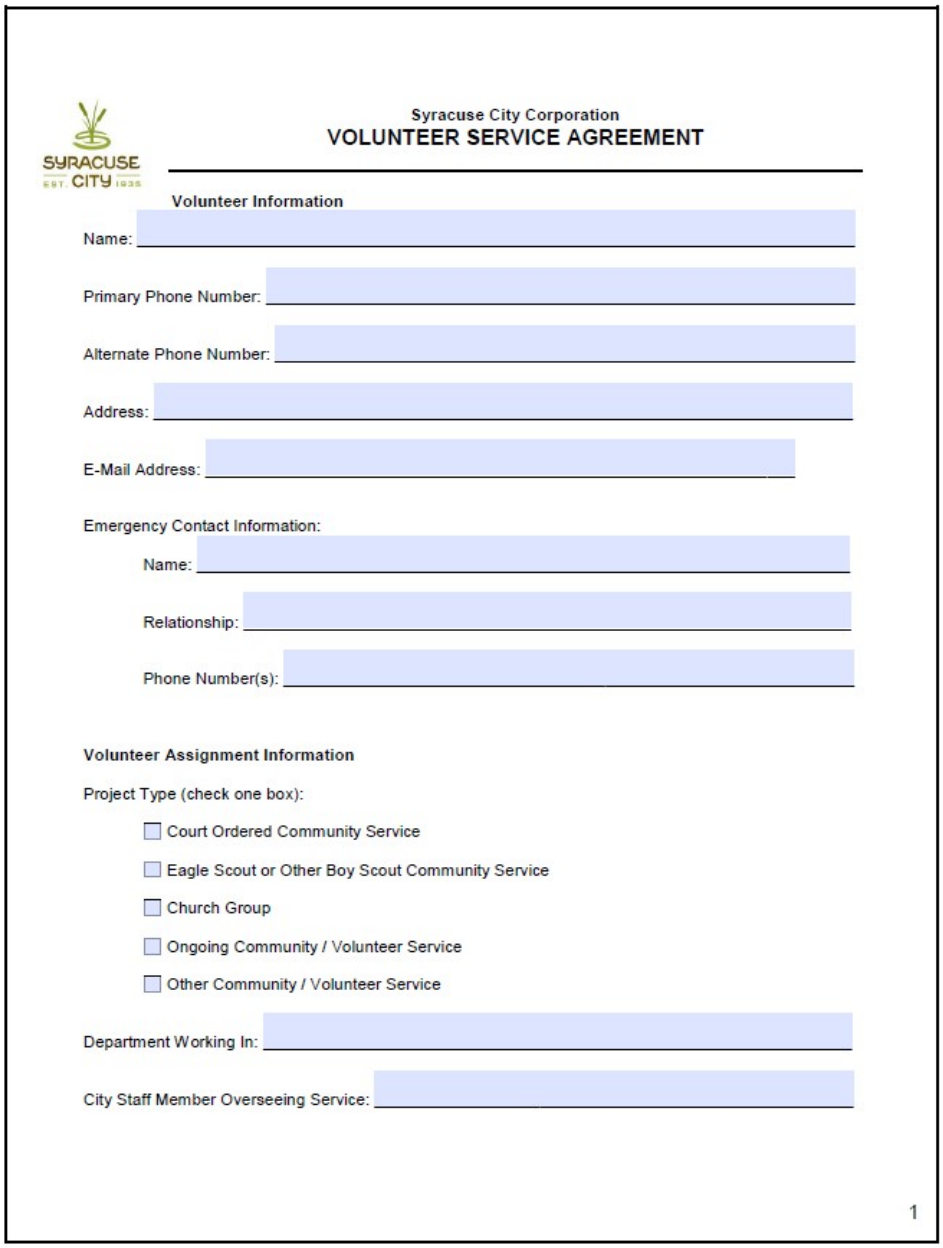
      (iv) Written material during the on-boarding process.

      (v) Electronic information accessible to the employee through intranet or similar means.

      (vi) Periodic presentation of the policy in all-employee meetings or open enrollment meetings.

      (vii) Written and electronic material available to potential candidates through the website or other similar means.

APPENDIX C:
Volunteer Service Agreement



Syracuse City Corporation
VOLUNTEER SERVICE AGREEMENT

Volunteer Information

Name: _____

Primary Phone Number: _____

Alternate Phone Number: _____

Address: _____

E-Mail Address: _____

Emergency Contact Information:

Name: _____

Relationship: _____

Phone Number(s): _____

Volunteer Assignment Information

Project Type (check one box):

- ☐ Court Ordered Community Service
- ☐ Eagle Scout or Other Boy Scout Community Service
- ☐ Church Group
- ☐ Ongoing Community / Volunteer Service
- ☐ Other Community / Volunteer Service

Department Working In: _____

City Staff Member Overseeing Service: _____

1

APPENDIX C (continued):
Volunteer Service Agreement

Description of Service to be performed: _____

_____

Anticipated Dates of Service:

Start: _____

End: _____

Volunteer Acknowledgement and Agreement

1. I acknowledge that I am volunteering solely for personal purposes or benefit without promise or expectation of compensation, benefits, or future employment from Syracuse City beyond any specified reimbursement agreements.
2. I agree to familiarize myself with, and abide by, Syracuse City's policies and procedures regarding conduct, confidentiality, safety, and related policies and procedures. I understand that I may be subject to the same pre-employment screening and background checks as paid employees performing similar duties.
3. I agree to follow the supervision and direction of any personnel, employee, or other volunteer to whom I have been assigned to perform services. I also agree to participate in any training required by Syracuse City in order to perform volunteer services.
4. I understand and agree to follow the guidelines set forth if I am under 16 years of age. If I am a Volunteer that is required to fill out this form and am 14 or 15 years of age I may not volunteer for more than 3 hours on a school day and may not volunteer later than 7:00PM from September 1st to June 1st each year and may not volunteer later than 9:00PM from June 2nd to August 31st each year. Volunteers that are 16 years of age or older do not have any restricted hours.
5. If my duties include driving on City business, I acknowledge that I must possess a valid driver's license and that I may be subject to a Department of Motor Vehicle (DMV) driver's license background investigation.
6. I acknowledge that the City provides limited accidental liability coverage to volunteers, but that no other City-sponsored medical, retirement, or insurance apply to my associate with Syracuse City as a volunteer.
7. I acknowledge that Syracuse City may end my volunteer services with the City at any time and for any reason.

By signing below, I attest that I am freely volunteering my time and services to Syracuse City. I also attest that I have read and agree to abide by the acknowledgements and agreements listed above.

Volunteer: _____ Date: _____

If you are under 18, a parent or guardian must also sign this form

Parent/Guardian: _____ Date: _____

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APPENDIX C (continued):
Volunteer Service Agreement

Approval Signatures:

Human Resources: _____ Date: _____

To Be Completed by Human Resources Upon Completion of Volunteer Service

Actual Dates of Services:

Start Date: _____

End Date: _____

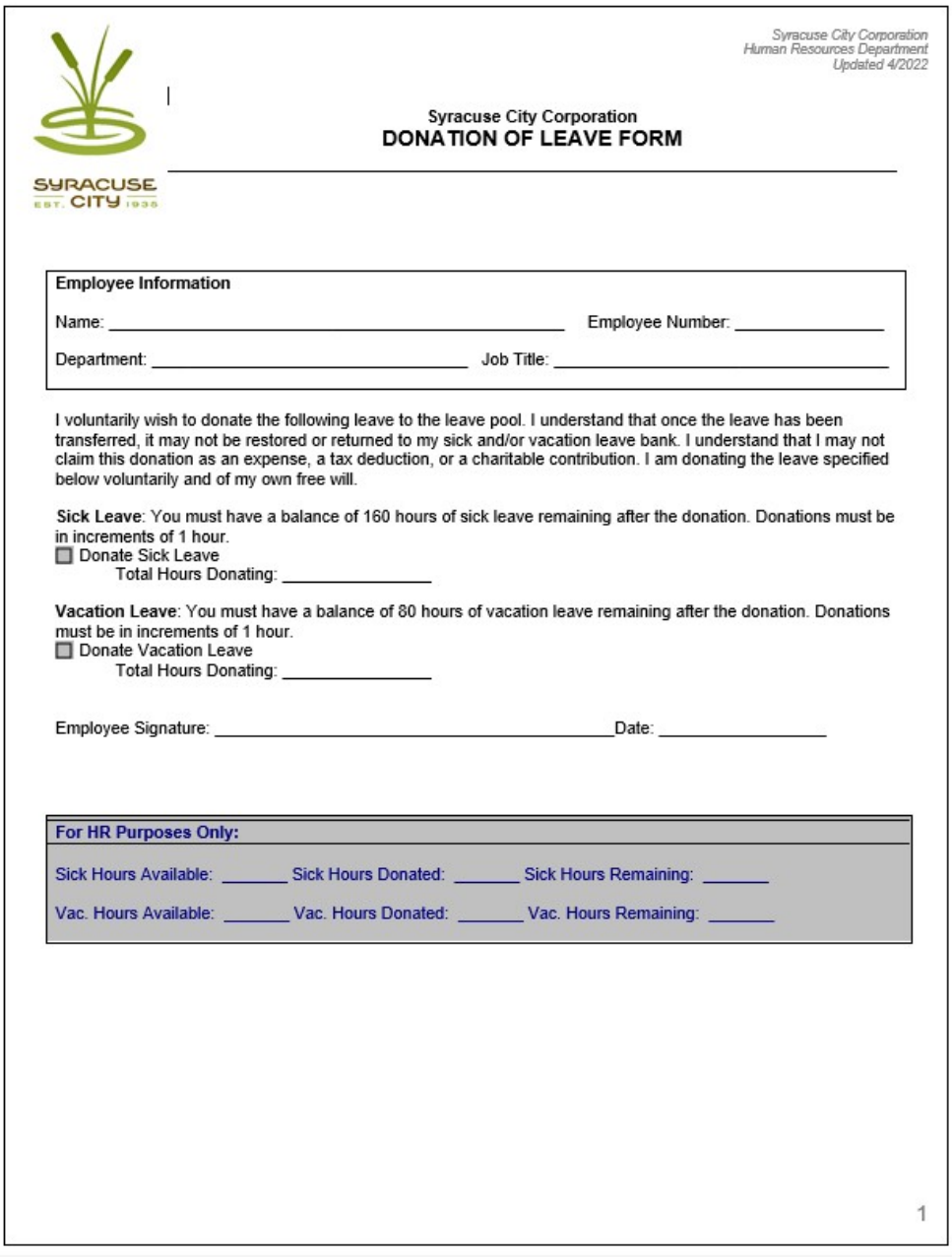
Eligible for Future Volunteer Services? ☐ Yes ☐ No

If "NO", please specify why: _____

_____

3

APPENDIX D:
Donation of Leave



Syracuse City Corporation
Human Resources Department
Updated 4/2022

SYRACUSE
EST. CITY 1935

Syracuse City Corporation
DONATION OF LEAVE FORM

Employee Information

Name: _____ Employee Number: _____

Department: _____ Job Title: _____

I voluntarily wish to donate the following leave to the leave pool. I understand that once the leave has been transferred, it may not be restored or returned to my sick and/or vacation leave bank. I understand that I may not claim this donation as an expense, a tax deduction, or a charitable contribution. I am donating the leave specified below voluntarily and of my own free will.

Sick Leave: You must have a balance of 160 hours of sick leave remaining after the donation. Donations must be in increments of 1 hour.

☐ Donate Sick Leave
Total Hours Donating: _____

Vacation Leave: You must have a balance of 80 hours of vacation leave remaining after the donation. Donations must be in increments of 1 hour.

☐ Donate Vacation Leave
Total Hours Donating: _____

Employee Signature: _____ Date: _____

For HR Purposes Only:

Sick Hours Available: _____ Sick Hours Donated: _____ Sick Hours Remaining: _____

Vac. Hours Available: _____ Vac. Hours Donated: _____ Vac. Hours Remaining: _____

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APPENDIX E:
Donation Leave Request



Syracuse City Corporation
Human Resources Department
Updated 4/2022

SYRACUSE
EST. CITY 1935

Syracuse City Corporation
DONATION LEAVE REQUEST FORM

Date of Request: _____

Employee Information

Name: _____ Employee Number: _____

Department: _____ Job Title: _____

Supervisor Name: _____

Total number of sick leave hours requested: _____

Reason of request: _____

_____

_____

_____

_____

I authorize Syracuse City to release all information above to all members of the Leave Donation Board for the sole purpose of making a determination of approval or denial of my request. I understand that if I am granted any leave donations and I return to work before all donated leave is used, the donated leave shall return to the leave pool.

Employee Signature: _____ Date: _____

For HR/Payroll Purposes Only:

Approved Date: _____

Sick Hours Granted by Leave Donation Board (not to exceed 480 hours): _____

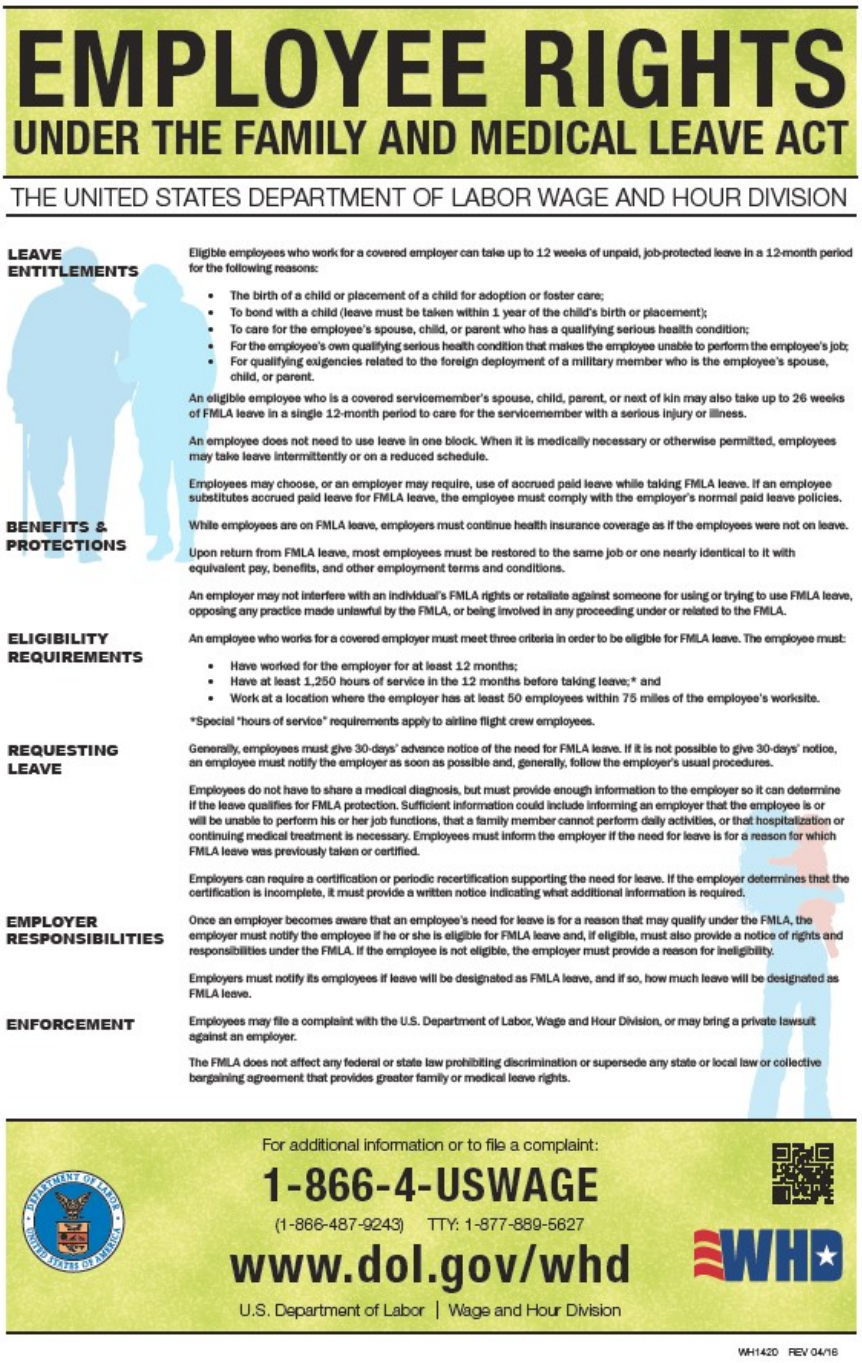
Leave Donation Board Member, HR Manager Signature:_____

Donated Sick Hours Used: _____

Donated Sick Hours Returned to Leave Pool: _____

1

APPENDIX F:
Employee Rights & Responsibilities



EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WHD

WH1420 REV 04/16

APPENDIX G:
Ethics Pledge

Ethical Behavior Pledge Form

Annual Ethics Pledge

The following pledge is required to be made annually by all officers and employees of Syracuse City:

I, _____, pledge to adhere to the code of ethics as approved by the City Council. These topics include, but are not limited to: improper use of official position, accepting gifts or loans, disclosing privileged information, retaining a financial or beneficial interest in a transaction, nepotism, misuse of public resources or property, outside employment, political activity, fair and equal treatment, and conduct after leaving office or employment. Additionally, I pledge to disclose all conflicts of interest on the conflict of interest disclosure form. I understand that state statute and City ordinance provide for penalties for violation of specific unethical behavior. Signing this document verifies that I have been provided time to read applicable statutes and ordinances, as well as the Syracuse City code of ethics.

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

DATED THIS _____ DAY OF _____, 20___.

By: _____

APPENDIX H:
Notice of Secondary Employment

Syracuse City Corporation
Human Resources Department
Form HR-109
Updated January 1, 2013

SYRACUSE EST. CITY 1935

Syracuse City Corporation
NOTICE OF SECONDARY EMPLOYMENT

Date Request Submitted: _____

Employee Information

Name: _____ Employee Number: _____

Department: _____ Job Title: _____

Secondary Employment Information

Employers Name: _____

Employers Address: _____

Employers Type of Business: _____

General Description of Job Duties: _____

_____

_____

In general, what hours would you be working (i.e., 8 am to 5 pm)? _____

On average, how many hours per week will you work for the secondary employer? _____

I hereby request approval to engage in secondary (outside) employment as described above.

Employee Signature: _____ Date: _____

Approval Details

☐ Approved

☐ Unapproved (please explain): _____

Supervisor Signature: _____ Date: _____

Department Head Signature: _____ Date: _____

HR Director Signature: _____ Date: _____

City Administrator Signature: _____ Date: _____

APPENDIX I:
Injury/Incident Report Form

Syracuse City Accident / Injury / Incident Report Form

Please print clearly & check the correct box (witness/supervisor fill in all information you have knowledge of)

Status:	☐ Person Involved	☐ Witness	☐ Supervisor	☐ Other _____
Outcome:	☐ Vehicle Accident	☐ Injury/Illness	☐ Near Miss	☐ Other Incident

1. DETAILS OF PERSON INVOLVED

Name: _____ Phone: _____

Address: _____ Date of birth: _____

_____

Department: _____ Position: _____

Supervisor: _____ Work start time on day of incident: _____am/pm

2. DETAILS OF VEHICLE / PROPERTY (if applicable)

Year/Make/Model/Color or Description of Property: _____

VIN/Serial Number: _____

Other Information: _____

_____

3. DETAILS OF INCIDENT

Date of Incident: _____ Time of Incident: _____am/pm

Date Reported: _____ Reported to: _____

Exact Location: _____

Describe how the incident occurred and what you were doing at the time: _____

_____

_____

_____

_____

How could the incident have been prevented?: _____

_____

_____

_____

Were any safeguards or PPE being used? Which ones?: _____

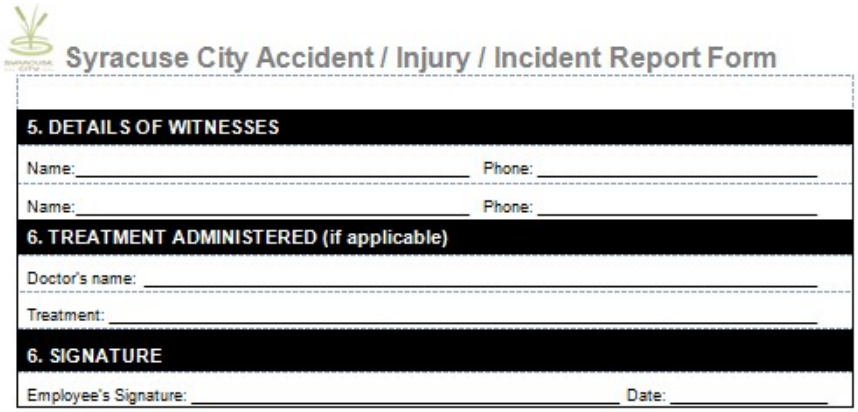
4. DETAILS OF INJURY (if applicable)

Nature of injury (eg. burn, cut, sprain): _____

Cause of injury (eg. fall, hit with falling hammer): _____

Location of body (eg. lower back, left forearm): _____

APPENDIX I (continued):
Injury/Incident Report Form



Syracuse City Accident / Injury / Incident Report Form

5. DETAILS OF WITNESSES

Name:_____ Phone: _____

Name:_____ Phone: _____

6. TREATMENT ADMINISTERED (if applicable)

Doctor's name: _____

Treatment: _____

6. SIGNATURE

Employee's Signature: _____ Date: _____

APPENDIX J:
Injury/Incident Checklist

Post-Accident/Incident Checklist

1. ☐ Notify Supervisor/Dept. Head
2. ☐ Notify HR Specialist
3. ☐ Take employee to get medical care as instructed above
4. ☐ Have WorkMed do drug and alcohol screening (call after-hours phone 801-387-8378, if needed)
5. ☐ Employee, Witnesses & Supervisor fills out Injury/Incident Report form and gives to HR Specialist ASAP
6. ☐ Gives pictures or any other information pertinent to injury/incident to HR Specialist ASAP.
7. ☐ Gives a copy of the Return to Work or Restricted Duty instructions from the doctor to the HR Specialist ASAP.

APPENDIX K:
Bomb Threat Checklist

Syracuse City Corporation
Human Resources Department
Form HR-113
Updated March 18, 2015

Syracuse City Corporation
BOMB THREAT CHECKLIST

If you receive a bomb threat, please record as much information about the threat, call, and caller as possible, including the following:

1. Was the threat received through the news media, a law enforcement agency, through a telephone call, or via some other method of communication?
   - ☐ News Media
   - ☐ Law Enforcement Agency
   - ☐ Telephone Calls
   - ☐ Other Method of Communication: _____
2. What time was the threat received? _____
3. Was the person making the threat an adult?
   - ☐ Yes
   - ☐ No
   - ☐ Unable to Determine
4. Was the person making the threat male or female?
   - ☐ Male
   - ☐ Female
   - ☐ Unable to Determine
5. Was a specific time given for the explosion?
   - ☐ Yes: _____
   - ☐ No
6. Was a specific location given for the bomb?
   - ☐ Yes: _____
   - ☐ No
7. Was a warning given to evacuate?
   - ☐ Yes
   - ☐ No
8. Did the caller provide a cause or justification for the bombing?
   - ☐ Yes: _____
   - ☐ No
9. Do you remember any other details about the threat, the call, or the caller? _____

_____

_____

APPENDIX L:
Tuition Aid Application

Syracuse City Corporation
Human Resources Department
Form HR-114
Updated March 18, 2015

Syracuse City Corporation
TUITION AID REQUEST

Date Request Submitted: _____

Tuition Aid Policy Information

Syracuse City offers tuition aid to full-time, non-probationary employees who wish to continue their education. Tuition aid requests must be for courses of study that are related to the employee's position with the City and approval of tuition aid requests is subject to the availability of funds. Tuition aid request must be submitted for approval prior to the start date of the course(s) for which the employee is requesting tuition aid. Approved tuition aid requests will be paid to the requesting employee as provided in section 16.060 (c) of the Syracuse City Personnel Policies and Procedures Manual. Employees who receive tuition aid will be required to return any aid received if they terminate their employment with Syracuse City within one year after receipt of said tuition aid.

Employee Information

Name: _____ Employee Number: _____

Department: _____ Job Title: _____

Date of Hire: _____ Supervisor: _____

Course Information

Educational Institution: _____

Course Number(s): _____

Course Description(s): _____

_____

_____

Estimated Tuition Expense*: _____

* Please attach a copy of any related receipts.

I hereby request approval for tuition aid as described above.

Employee Signature: _____ Date: _____

Approval Details

☐ Approved (please give the amount of aid approved): _____

☐ Unapproved (please explain): _____

_____

1

APPENDIX L (continued):
Tuition Aid Application

Syracuse City Corporation
Human Resources Department
Form HR-114
Updated March 18, 2015

Approval Signatures

Supervisor: _____ Date: _____

Department Head: _____ Date: _____

City Administrator: _____ Date: _____

Tuition Aid Payment Information (to be completed upon employee's completion of course(s))

1. Were the courses for which tuition aid was requested completed with a "C" grade or better? (a copy of the employee's transcript much be attached)

   ☐ Yes (eligible for tuition aid payment)

   ☐ Some (if more than one course taken; please specify which were completed): _____

   _____

   ☐ No (not eligible for tuition aid payment)

2. If "Yes" above, please indicate which course(s) were completed with a "C" grade or better, the grade received in each course, and the related percentage of aid that the employee is eligible for for each course (refer to section 16.060 (c) for reimbursement percentage):

   _____

   _____

   _____

3. Please forward this completed form to the HR department for reimbursement.

FOR HR USE ONLY

1. Has the employee received any other tuition aid during the current fiscal year?

   ☐ Yes – How much? $ _____

   ☐ No

2. Total amount of reimbursement for which the employee is eligible in the current fiscal year: $ _____

3. Total amount of reimbursement for which the employee is eligible on this request: $ _____

4. Total amount of reimbursement to be provided to the employee: $ _____

5. Date the reimbursement was paid out to the employee: _____

6. Reimbursement processed by: _____

2

~~APPENDIX M:~~
~~Credit Card Agreement~~

Credit Card Acceptance Agreement

SYRACUSE CITY CREDIT CARD USER AGREEMENT

I, the undersigned, agree to accept responsibility for the Zion's Bank credit card issued to me by Syracuse City. I agree to use it in conformance with the terms and conditions set forth herein and applicable City Personnel Policies and Procedures. I understand and agree to use this card only for approved City business.

I understand and agree that I am responsible for any credit card charges made by me against the City account and I am also responsible to report these charges fully on an approved expense reconciliation form. In the event that I should fail to make a proper and timely accounting for such charges, I agree that the City may, at its sole discretion, withhold from all or any part of my salary an amount equal to the total amount of the card charges not accounted for and approved. Any use in violation of City policy is grounds for disciplinary action, which may include termination.

I also understand that the following purchases are prohibited and that I will be held personally liable for any of the following charges:

(1) Purchase of items for personal use or consumption.
(2) Purchases in violation of the City Purchasing Policy.
(3) Alcohol
(4) Utah State Tax, except on lodging charges
(5) Fuel for fleet vehicles unless traveling outside of Utah. The state gas card should be used for fuel purchases.
(6) Splitting a purchase to remain under purchasing policy limits.

I also agree that I shall relinquish my card back to the County upon request and/or termination of my employment for any reason.

Dept: Card #: Name:

Sign: _____ Date: _____

Page 1 of 2

Section 1000 – Credit Card
Version: March 20, 2012

APPENDIX MN: Missing Receipt Form

Missing Receipt Form

Department			
Cardholder/Employee Name			
Expense Acct #			
Travel # (When Applicable)			
Merchant Name			
Date			
Why Receipt is Missing			
Item Description	Quantity	$/Unit	Total
Total			$
Employee Signature		Supervisor Signature	

APPENDIX NO:
Emergency Preparedness Cash Out Form

Syracuse City Corporation
Human Resources Department
Form HR-106
Updated March 18, 2015

Syracuse City Corporation

EMERGENCY PREPAREDNESS CASH OUT FORM

Date Submitted: _____

Employee Information

Name: _____ Employee Number: _____

Department: _____ Job Title: _____

Request Details

☐ Cash Out Sick Leave
Dollar Amount Requesting: _____

☐ Cash Out Vacation Leave
Dollar Amount Requesting: _____

Items Purchased: _____

_____

_____

Employee Signature: _____

Approval Signatures:

City Manager: _____

Department Head: _____

Finance Director: _____

Human Resources: _____

For HR Purposes Only:

Hourly Rate of Pay: _____

Number of Sick Leave Hours being Cashed Out: _____

Number of Vacation Leave Hours being Cashed Out: _____

1

APPENDIX OP:
Telecommuting Request Form

Syracuse City Corporation
Human Resources Department
Updated 6/2020

TELECOMMUTING REQUEST FORM

Name: Title:

Department Head: Date:

Instructions: The following information is required to make a request and a decision for a potential telecommuting work arrangement. An employee should complete pages 1-2 prior to meeting with the supervisor. If a telecommuting arrangement is approved, the supervisor and the employee should jointly complete and sign on page 3.

Details

1. What is the requested work schedule?

DAY (Week 1)	HOURS (e.g. 7:00 am – 4:00 pm)	LOCATION	DAY (Week 2)	HOURS (e.g. 7:00 am – 4:00 pm)	LOCATION
Sunday*		☐ On-site ☐ Off-site	Sunday*		☐ On-site ☐ Off-site
Monday		☐ On-site ☐ Off-site	Monday		☐ On-site ☐ Off-site
Tuesday		☐ On-site ☐ Off-site	Tuesday		☐ On-site ☐ Off-site
Wednesday		☐ On-site ☐ Off-site	Wednesday		☐ On-site ☐ Off-site
Thursday		☐ On-site ☐ Off-site	Thursday		☐ On-site ☐ Off-site
Friday		☐ On-site ☐ Off-site	Friday		☐ On-site ☐ Off-site
Saturday*		☐ On-site ☐ Off-site	Saturday*		☐ On-site ☐ Off-site
			Total Hours		

**Saturday and Sunday shifts are only available in limited positions and departments that correspond to City need.*

Job Consideration	Response
What elements of your job can be performed off-site? Which cannot?	
How can your productivity and quality of work be measured when you are telecommuting? Please be specific in your response.	
What recurring meetings could be impacted by this request?	
What ongoing or recurring task deadlines and projects could be impacted by this request?	

Page 1

APPENDIX OP (continued):
Telecommuting Request Form

Syracuse City Corporation
Human Resources Department
Updated 6/2020

Job Consideration	Response
Telecommuting employees may be required to come into the office for meetings or contingent business needs; this could include changing the telecommuting arrangement on a short term basis. If you are needed in the office on a telecommuting day or needed schedule change, how much notice time would you need and why?	
What workload or coverage issues would be created for other team members as a result of this telecommuting arrangement?	
Where will your telecommuting work be conducted? Describe the location and how it will be conducive to telecommuting.	
What additional tools, equipment and technology will be needed for your work to be completed?	
What are the privacy requirements of your position, and how will you meet them?	
What personal obligations could affect the work you are doing while telecommuting?	
Other considerations for this arrangement: Do you have high speed internet of 30 mbps or higher? Do you have password protected internet? Other?	

Page 2

APPENDIX OP (continued):
Telecommuting Request Form

Syracuse City Corporation
Human Resources Department
Updated 6/2020

Telecommuting Approval
TO BE COMPLETED BY SUPERVISOR and EMPLOYEE

	Supv'r and Employee Initials
Duration of telecommuting arrangement: ↑ Temporary Start date: _____ End date:_____ ↑ Ongoing* Start date: _____ **Following successful completion of trial period.* ↑For ongoing arrangements, how often will the arrangement be evaluated? What is the next review date?	
Depending on the work schedule, the employee may be required to document their work time, keep a work log, or assist manager in assessing productivity in other ways.	
If approved, what equipment and software or information systems will be required?	

Acknowledgment:
I understand this request will be considered and approved at the sole discretion of City management. If approved, Syracuse City reserves the right to suspend, cancel or amend this arrangement at any time. Further, I understand that approval of my request does not constitute any form of employment contract or other binding agreement between me and Syracuse City.

I acknowledge that I have read Syracuse City's policy and procedures and I agree to adhere to the provisions therein. I understand that failure to adhere to the provisions may result in revocation of the telecommuting arrangement, or corrective action up to and including termination of employment.

Employee_____ Date_____

Department Head _____ Date_____

Note: If the telecommuting arrangement is terminated, the employee and the supervisor will discuss a timeline for when the change will occur.

Page 3

APPENDIX PQ:
Employee Grievance Form

Syracuse City Corporation
Human Resources Department
Form HR-117
Updated March 18, 2015

Syracuse City Corporation
FORMAL EMPLOYEE GRIEVANCE FORM

Date Completed: _____

Grievance Policy Information

It is the purpose of the Syracuse City grievance procedure (established in Chapter 21 of the City's Personnel Policy and Procedures Manual) to establish a method whereby employee grievances can be fairly and effectively resolved. The filing of a good-faith grievance will in no way prejudice the status of the employee. It is the goal of the City's grievance policy to address employee grievances at the lowest administrative level possible.

Grievance Form Instructions

Please complete all sections of this form completely and with as much detail as possible. The form should be completed and submitted to your supervisor (or other party in accordance with the City's grievance policy) within 10 days of the event giving rise to the grievance or within 10 days of acquiring knowledge of the event giving rise to the grievance.

Employee Information

Name: _____ Employee Number: _____

Department: _____ Job Title: _____

Grievance Details

Statement of Grievance (please attach additional sheets if necessary): _____

_____

_____

_____

_____

Background Information (please attach additional sheets if necessary): _____

_____

_____

_____

_____

_____

APPENDIX PQ (continued):
Employee Grievance Form

Syracuse City Corporation
Human Resources Department
Form HR-117
Updated March 18, 2015

Grievance Details (continued)

Requested Resolution: _____

_____

_____

_____

_____

I hereby request attest that the information contained in this grievance is true and accurate to the best of my knowledge.

Employee Signature: _____ Date: _____

Grievance Acknowledgement(s)

First Notification

Name: _____ Date Received: _____

Signature: _____

Please attach your response and/or investigation results and return to the aggrieved employee.

Second Notification

Name: _____ Date Received: _____

Signature: _____

Please attach your response and/or investigation results and return to the aggrieved employee.

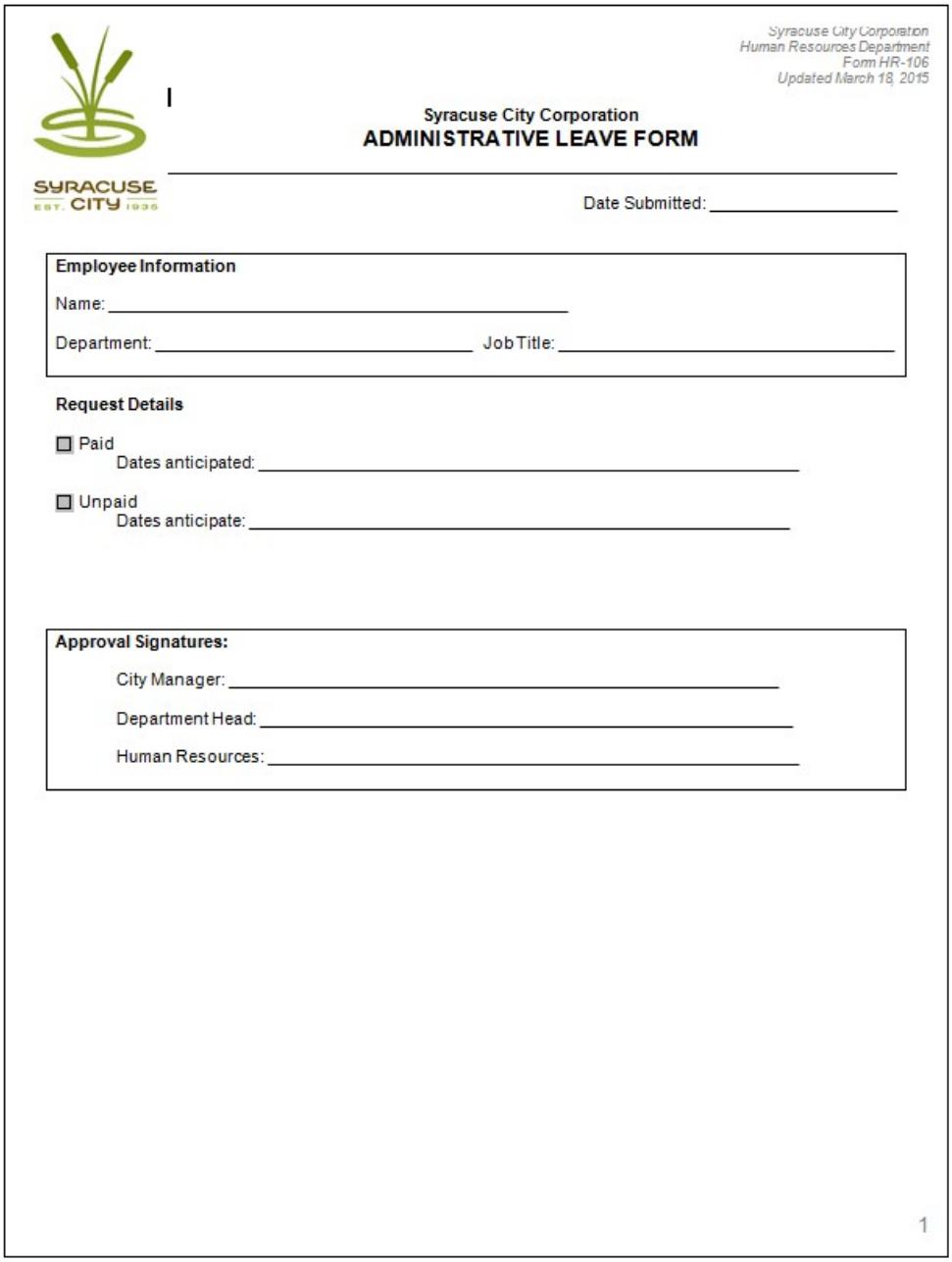
Third Notification

Name: _____ Date Received: _____

Signature: _____

Please attach your response and/or investigation results and return to the aggrieved employee.

APPENDIX QR:
Administrative Leave Form



Syracuse City Corporation
Human Resources Department
Form HR-106
Updated March 18, 2015

SYRACUSE CITY EST. 1935

Syracuse City Corporation
ADMINISTRATIVE LEAVE FORM

Date Submitted: _____

Employee Information

Name: _____

Department: _____ Job Title: _____

Request Details

☐ Paid
Dates anticipated: _____

☐ Unpaid
Dates anticipate: _____

Approval Signatures:

City Manager: _____

Department Head: _____

Human Resources: _____

1

APPENDIX RS:
Disciplinary Action Form

Syracuse City Corporation
Human Resources Department
Form HR-118
Updated January 1, 2008

SYRACUSE CITY EST. 1935

Syracuse City Corporation
DISCIPLINARY ACTION FORM

Date Completed: _____

Disciplinary Action Form Instructions

This form is used as a guide for the supervisor when documenting issues that need attention under the provisions of the Syracuse City Disciplinary Action policy. When completed, it serves as a written record of disciplinary action conducted with an employee pertaining to violation of City rules and/or failure to meet necessary performance standards.

Employee Information

Name: _____ Employee Number: _____

Department: _____ Job Title: _____

Type of Disciplinary Action Being Issued (check the appropriate box):

☐ Verbal Warning

☐ Written Reprimand

☐ Suspension
Effective Date: _____
☐ With Pay
☐ Without Pay

☐ Probation
Effective Date: _____
Length of Probation: _____

☐ Demotion
Effective Date: _____

☐ Termination
Effective Date: _____

Violation/Incident Details

Date and Time of Violation/Incident: _____

Violation/Incident Details: _____

Have There Been Similar Violations/Incidents? ☐ Yes ☐ No

*If yes, list dates and details of previous violations/incidents and action taken:

Action to be Taken for Current Violation/Incident: _____

Consequences of Failure to Improve: _____

APPENDIX RS (continued):
Disciplinary Action Form

Syracuse City Corporation
Human Resources Department
Form HR-118
Updated January 1, 2008

Signatures:

To the employee:
This written record of disciplinary action is being issued based on your violation of one or more City rules and/or your failure to meet the performance standards necessary for your current position. This report will remain in your personnel file. You are being provided a copy of this Disciplinary Action Form.

Your signature below indicates that you have seen the completed Disciplinary Action Form and that the contents have been reviewed with you. Your signature does not necessary indicate that you agree with the information contained above.

Employee: _____ Date: _____

Supervisor: _____ Date: _____

Human Resources Specialist: _____ Date: _____

APPENDIX ST:
Voluntary Resignation Form

NOTICE OF VOLUNTARY RESIGNATION

Employee Name: _____

Date of Notice Given: _____

Last Day of Work: _____

Position Title: _____

Department: _____

Reason for Leaving: _____

_____

_____

_____

_____

Present Address: _____

_____ Phone #_____

*Should your address change, be sure to update your address with us to ensure timely receipt of your W-2 Statement and any other correspondence that may be mailed to you.

_____ _____
Employee Signature Date

COUNCIL AGENDA

September 12, 2023

Agenda item #5b

Proposed Amendment to Land Lease Agreement

Factual Summation

The city leases land in Founders Park located at approximately 1781 S 2000 W for a cell phone tower. The lease has been in place since 2005. The Lessee desires to build a backup power generator on site which would expand the leased area. The back up power would keep cell phone coverage going during an emergency. Please find attached for an updated memo and lease agreement. This item was reviewed by council during the 8/22/23 work meeting.

WHEN RECORDED RETURN TO:
NCWPCS MPL 33 - Year Sites Tower Holdings LLC
c/o Post Closing – Recording
8020 Katy Freeway
Houston, TX 77024

Prepared by:
Weiss Brown, PLLC
6263 N. Scottsdale Rd., Suite 340
Scottsdale, AZ 85250

Space above this line for Recorder's Use

A.P.N. 12-052-0075; 12-052-0035

Prior recorded document(s) in Davis County, Utah:
August 8, 2005 at #2094775, in Book 3844, Page 69-70
June 7, 2016 at #2943838, in Book 6532, Page 538-545

MEMORANDUM OF THIRD AMENDMENT TO LAND LEASE AGREEMENT

This Memorandum of Third Amendment to Land Lease Agreement is made effective this _____ day of _____, 2023 by and between SYRACUSE CITY CORPORATION, a Utah municipal corporation (hereinafter referred to as "Lessor"), and NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCATT LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Lessee").

1. Lessor and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Original Lessee") entered into a Land Lease Agreement dated June 20, 2005, a memorandum of which was recorded in the official records of Davis County, Utah ("Official Records") on August 8, 2005 at Entry No. 2094775, in Book 3844, Page 69-70 (the "Original Agreement"), whereby Original Lessee leased certain real property, together with access and utility easements, located in Davis County, Utah from Lessor (the "Premises"), all located within certain real property owned by Lessor ("Lessor's Property"). Lessor's Property, of which the Premises is a part, is more particularly described on Exhibit B attached hereto.

2. The Original Agreement was amended by that certain First Amendment to Land Lease Agreement dated December 11, 2014 ("First Amendment"), and by that certain Second Amendment to Land Lease Agreement dated May 12, 2016, a memorandum of which was recorded in the Official Records on June 7, 2016 at Entry No. 2943838, in Book 6532, Page 538-545 ("Second Amendment") (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement").

3. NCWPCS MPL 33 - Year Sites Tower Holdings LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee.

4. The Agreement had an initial term that commenced on October 27, 2005 and expired on October 26, 2010. The Agreement, as amended, provides for six (6) extensions of five (5) years each, three (3) of which were exercised by Lessee (each extension is referred to as a "Renewal Term"). According to the Agreement, the final Renewal Term expires October 26, 2040.

5. Lessor and Lessee have entered into a Third Amendment to Land Lease Agreement (the "Third Amendment"), of which this is a Memorandum, wherein the Premises was expanded by an additional area of one hundred twenty-eight (128) square feet. A metes and bounds description of the Premises, as expanded, is attached hereto as Exhibit A.

6. The terms, covenants and provisions of the Third Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

7. This Memorandum does not contain the social security number of any person.

8. A copy of the Third Amendment is on file with Lessor and Lessee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR:
SYRACUSE CITY CORPORATION, a Utah municipal corporation

By: _____

Print Name: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____ 2023, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of SYRACUSE CITY CORPORATION, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Third Amendment to Land Lease Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said municipality to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal

_____
(Signature of Notary)

My Commission Expires: _____

LESSEE:
NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____ 2023, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of CCATT LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Third Amendment to Land Lease Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal

_____
(Signature of Notary)

My Commission Expires: _____

EXHIBIT A
(Legal Description of Premises, as expanded)

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SYRACUSE , DAVIS COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE OF 1500 SOUTH STREET AND BANBURY DRIVE; THENCE NORTH 00°09'27" EAST, ALONG THE CENTERLINE OF SAID BANBURY DRIVE, 236.07 FEET; THENCE DEPARTING SAID CENTERLINE NORTH 89°50'33" WEST, 324.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°08'15" WEST, 41.98 FEET; THENCE NORTH 89°29'44" WEST, 27.50 FEET; THENCE NORTH 01°10'35" EAST, 41.67 FEET; THENCE NORTH 89°50'09" EAST, 10.74 FEET; THENCE NORTH 00°08'15" EAST, 8.00 FEET; THENCE NORTH 89°50'09" EAST, 16.00 FEET; THENCE SOUTH 00°08'15" WEST, 8.00 FEET TO THE POINT OF BEGINNING.

OVERALL TOWER LEASE CONTAINS 1262 SQUARE FEET OR 0.029 ACRES MORE OR LESS.

NON-EXCLUSIVE 12 FOOT ACCESS AND UTILITY EASEMENT "A"

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SYRACUSE , DAVIS COUNTY, UTAH AND BEING THE CENTERLINE OF A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT BEING 6 FEET EITHER SIDE OF THE FOLLOWING DESCRIPTION:

COMMENCING AT THE CENTERLINE OF 1500 SOUTH STREET AND BANBURY DRIVE; THENCE SOUTH 89°58'46" WEST, ALONG THE CENTERLINE OF SAID 1500 SOUTH STREET, 141.59 FEET TO A POINT, SAID POINT BEING ON THE EASTERLY LINE OF THE PARENT PARCEL AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°58'46" WEST, 54.23 FEET; THENCE NORTH 00°01'14" WEST, 157.35 FEET; THENCE NORTH 39°01'36" WEST, 53.67 FEET; THENCE NORTH 88°47'05" WEST, 94.71 FEET TO A POINT ON THE EASTERLY LINE OF THE TOWER LEASE AND THE POINT OF TERMINATION.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE EASTERLY LINE OF THE PARENT PARCELED AND THE EASTERLY LINE OF THE TOWER LEASE AREA.

NON-EXCLUSIVE 12' ACCESS AND UTILITY EASEMENT "A" CONTAINS 4319 SQUARE FEET OR 0.099 ACRES MORE OR LESS.

EXHIBIT B
(Legal Description of Lessor's Property)

A parcel of land being part of an entire tract of land owned by Syracuse City Corporation described as Parcel 12-052-0075 in that certain Warranty Deed recorded as Entry No. 84834 in Book 1264 at Page 1075 of Official Records of the Davis County Recorder, all situated in the Southwest quarter of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel are described as follows:

Beginning at a point south 89º58'46" west 1437.10 feet and 294 feet north 0º92'27" east along boundary alignment 2108-166 from the southeast corner of the southwest ¼ of section 10, Township 4 North, Range 2 West, SLM, & running along said alignment North 0º09'27" east 1025.00 feet; thence west 206.30 feet; thence south 1026 feet; thence east 206.30 feet to the point of beginning. Contains 4.86 acres.

THIRD AMENDMENT TO
LAND LEASE AGREEMENT

THIS THIRD AMENDMENT TO LAND LEASE AGREEMENT (the "Third Amendment") is made effective this ____ day of _____, 2023 ("Effective Date"), by and between SYRACUSE CITY CORPORATION, a Utah municipal corporation (hereinafter referred to as "Lessor") and NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCATT LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Original Lessee") entered into a Land Lease Agreement dated June 20, 2005, a memorandum of which was recorded in the official records of Davis County, Utah ("Official Records") on August 8, 2005 at Entry No. 2094775, in Book 3844, Page 69-70 (the "Original Agreement") whereby Original Lessee leased certain real property, together with access and utility easements, located in Davis County, Utah from Lessor (the "Premises"), all located within certain real property owned by Lessor ("Lessor's Property"); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Land Lease Agreement dated December 11, 2014 ("First Amendment"), and by that certain Second Amendment to Land Lease Agreement dated May 12, 2016, a memorandum of which was recorded in the Official Records on June 7, 2016 at Entry No. 2943838, in Book 6532, Page 538-545 ("Second Amendment") (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement"); and

WHEREAS, NCWPCS MPL 33 - Year Sites Tower Holdings LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on October 27, 2005 and expired on October 26, 2010. The Agreement, as amended, provides for six (6) extensions of five (5) years each, three (3) of which were exercised by Lessee. According to the Agreement, the final extension expires on October 26, 2040; and

WHEREAS, Lessor and Lessee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. First Additional Lease Area. The existing Premises is hereby expanded in size to include additional space, which consists of a one hundred twenty-eight (128) square foot parcel of real property adjacent to the existing Premises at a location more particularly described on Exhibit A-1 attached hereto and shown on the Site Plan attached hereto as Exhibit B (the "First Additional Lease Area"). The Premises, as expanded, is described on Exhibit A-2 attached hereto. Notwithstanding anything to the contrary in this Third Amendment, Lessee is not relinquishing any rights to any lease area, access easements, and/or utility easements that it possesses prior to the date of this Third Amendment. In the event the location of any of Lessee's or its sublessees' existing improvements, utilities, and/or access routes are not depicted or described on the Site Plan and/or legal descriptions, Lessee's leasehold rights and access and utility easement rights over such areas shall remain in full force and effect and the Premises shall be deemed to include such areas.

3. First Additional Rent. In consideration of the lease of the First Additional Lease Area, Lessee shall pay to Lessor the amount of Three Hundred Fifty-Five and 50/100 Dollars ($355.50) per month ("First Additional Rent"), beginning upon the commencement of installation of improvements within the First Additional Lease Area and continuing thereafter until the earlier of (i) the expiration of the term of the Agreement; or (ii) the "Return of the First Additional Lease Area" as set forth below. The First Additional Rent shall be due and payable at the same time as the annual rent set forth in the Agreement, as amended, for so long as such First Additional Rent is payable to Lessor as set forth herein. Commencing on October 27, 2024, the First Additional Rent shall escalate upon the same terms and at the same time as the annual rent.

4. Right to Return the First Additional Lease Area. Lessee shall have the option, upon thirty (30) days prior written notice to Lessor, in its sole and absolute discretion, to return the First Additional Lease Area to the Lessor and to terminate the lease of the same by removing all improvements from the First Additional Lease Area and returning same to its condition as of the Effective Date, ordinary wear and tear excepted (the "Return of the First Additional Lease Area"). Effective upon removal of all improvements from the First Additional Lease Area, the First Additional Rent shall cease and will no longer be due or payable.

5. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

a) Lessor is duly authorized to and has the full power and authority to enter into this Third Amendment and to perform all of Lessor's obligations under the Agreement as amended hereby.

b) Lessee is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

c) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure

Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

d) Lessor acknowledges that the Premises, as defined, shall include any portion of Lessor's Property on which communications facilities or other Lessee improvements exist on the date of this Third Amendment.

6. Notices. Lessee's notice address as stated in Section 7 of the Second Amendment is amended as follows:

If to Lessee:
NCWPCS MPL 33 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to:
CCATT LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

7. Counterparts. This Third Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

8. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Third Amendment is hereby amended to be consistent.

9. Recordation. Lessee, at its cost and expense, shall have the right to record a memorandum of this Third Amendment in the Official Records at any time following the execution of this Third Amendment by all parties hereto. In addition, Lessee shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Lessee without Lessor's signature in form and content substantially similar to the memorandum, to provide record notice of the terms of this Third Amendment.

[Signature pages follow]

Lessor and Lessee have caused this Third Amendment to be duly executed on the day and year first written above.

LESSOR:
SYRACUSE CITY CORPORATION, a Utah municipal corporation

By: _____

Print Name: _____

Title: _____

Lessor affirms that this Third Amendment was approved at a duly noticed public meeting held on _____ 2023

[Lessee Execution Page Follows]

This Third Amendment is executed by Lessee as of the date first written above.

LESSEE:
NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

Exhibit A-1
(Legal Description of First Additional Lease Area)

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SYRACUSE , DAVIS COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE OF 1500 SOUTH STREET AND BANBURY DRIVE; THENCE NORTH 00°09’27” EAST, ALONG THE CENTERLINE OF SAID BANBURY DRIVE, 236.07 FEET; THENCE DEPARTING SAID CENTERLINE NORTH 89°50’33” WEST, 324.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°50’09” WEST, 16.00 FEET; THENCE NORTH 00°08’15” EAST, 8.00 FEET; THENCE NORTH 89°50’09” EAST, 16.00 FEET; THENCE SOUTH 00°08’15” WEST, 8.00 FEET TO THE POINT OF BEGINNING.

ADDITIONAL LANDS LEASE CONTAINS 128 SQUARE FEET OR 0.003PS ACRES MORE OR LESS.

Exhibit A-2
(Legal Description of Premises, as expanded)

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SYRACUSE , DAVIS COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE OF 1500 SOUTH STREET AND BANBURY DRIVE; THENCE NORTH 00°09'27" EAST, ALONG THE CENTERLINE OF SAID BANBURY DRIVE, 236.07 FEET; THENCE DEPARTING SAID CENTERLINE NORTH 89°50'33" WEST, 324.91 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°08'15" WEST, 41.98 FEET; THENCE NORTH 89°29'44" WEST, 27.50 FEET; THENCE NORTH 01°10'35" EAST, 41.67 FEET; THENCE NORTH 89°50'09" EAST, 10.74 FEET; THENCE NORTH 00°08'15" EAST, 8.00 FEET; THENCE NORTH 89°50'09" EAST, 16.00 FEET; THENCE SOUTH 00°08'15" WEST, 8.00 FEET TO THE POINT OF BEGINNING.

OVERALL TOWER LEASE CONTAINS 1262 SQUARE FEET OR 0.029 ACRES MORE OR LESS.

NON-EXCLUSIVE 12 FOOT ACCESS AND UTILITY EASEMENT "A"

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SYRACUSE , DAVIS COUNTY, UTAH AND BEING THE CENTERLINE OF A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT BEING 6 FEET EITHER SIDE OF THE FOLLOWING DESCRIPTION:

COMMENCING AT THE CENTERLINE OF 1500 SOUTH STREET AND BANBURY DRIVE; THENCE SOUTH 89°58'46" WEST, ALONG THE CENTERLINE OF SAID 1500 SOUTH STREET, 141.59 FEET TO A POINT, SAID POINT BEING ON THE EASTERLY LINE OF THE PARENT PARCEL AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°58'46" WEST, 54.23 FEET; THENCE NORTH 00°01'14" WEST, 157.35 FEET; THENCE NORTH 39°01'36" WEST, 53.67 FEET; THENCE NORTH 88°47'05" WEST, 94.71 FEET TO A POINT ON THE EASTERLY LINE OF THE TOWER LEASE AND THE POINT OF TERMINATION.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE EASTERLY LINE OF THE PARENT PARCELED AND THE EASTERLY LINE OF THE TOWER LEASE AREA.

NON-EXCLUSIVE 12' ACCESS AND UTILITY EASEMENT "A" CONTAINS 4319 SQUARE FEET OR 0.099 ACRES MORE OR LESS.

Exhibit B
(Site Plan)

TOWER SURVEY

856922

SYRACUSE

1781 SOUTH 2000 WEST
SYRACUSE, UTAH
DAVIS COUNTY

LEGEND

Additional Land
Building
Asphalt Pavement
Contour - Major
Contour - Minor
Easement
Guiderail
Jurisdiction Line
Property Line
Property Tie
Parent Property
Tower Easement
Right of Way
Setback
Treeline
Wetland
Railroad Tracks
Centerline
Road Centerline
Stream
Stream (Directional)
Ditch
Channel
Fence
Cable UG — CU — CU
Combined Sewer — CS — CS
Cable TV & Elec — CTV-E
Cable TV & Elec UG — CUEU
Cable, Elec, & Tele — CTV-E-T
Cable, Elec, & Tele UG — CUEUTU
Electric — E — E
Electric UG — EU — EU
Fiber — FO — FO
Fiber UG — FOU
Gas — G — G
Sewer — S — S
Storm — STM — STM
Telephone — T — T
Telephone UG — TU — TU
Unknown Utility — UNK
Water — W — W
Topo - High Point
Topo - Low Point
Breakline
Match line
Property Tie 1

Set 1/2" Rebar W/Cap Stamped "GEOLINE / LB 7082"
IP / Rebar Monu- Found
Cased Monu
Cased Monu - Found
Traverse Point
Survey Point
Gravel
Dirt
Concrete
Retaining Wall
Stairs
Door / Gate
Double Door / Gate
Gate - Sliding
Signs
Mailbox
Column
Utility Pole
Guyed Pole
Pole
Bollard
Fire Hydrant
Flag Pole
Shrub
Tree - Palm
Tree - Coniferous
Tree - Deciduous
Metal Platform
Fuel Tanks
Traffic Signal Controller

Transformer (Aerial)
Transformer Pad
Catch Basin
Inlet
Culvert
Utility Vault
Manhole
Handhole
Pull box
Pedestal
Riser
Meter
Valve
Cleanout
Junction Box
Pump Station
Utility Box
Controller
HVAC
Generator

VICINITY MAP
NTS



AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	230,130	5.283
TOWER COMPOUND	1,118	0.026
TOWER LEASE	1,134	0.026
NON-EXCLUSIVE 12' ACCESS & UTILITY EASEMENT "A"	4,319	0.099
ADDITIONAL LANDS	128	0.003
OVERALL TOWER LEASE	1,262	0.029

CONTENTS

COVER SHEET
PROPERTY OVERVIEW
EASEMENT OVERVIEW
SITE OVERVIEW
LEGAL DESCRIPTIONS

SURVEY PROCEDURES & EQUIPMENT

The Accuracy Of This Survey Meets Or Exceeds The Minimum Standards As Required By Utah.
Instruments Used:
- Topcon total station
- Trimble R8 Receiver

COORDINATES (EPSG 3560 NAD83)

For internal use

LABEL	LAT, LONG
MON#1 CL	N41°05'27.36", -W112°03'34.78"
MON #2 CL	N41°05'35.29", -W112°03'34.76"

ABBREVIATIONS

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
ROW	RIGHT OF WAY
(R)	RECORD DESCRIPTION INFORMATION
(M)	MEASURED DESCRIPTION
POT	POINT OF TERMINATION

SURVEY PERFORMED FOR:

CROWN CASTLE

1500 Corporate Drive
Canonsburg, PA 15317

SURVEY COORDINATED BY:

GEOLINE SURVEYING, INC., LB 7082
13430 NW 10th Terrace, Suite A, Alachua, FL 32615
Tele: (386) 418-0500 | Fax: (386) 462-9986

SURVEY PERFORMED BY:

BYRDWAY SURVEYS
218 W 3000 S, BOUNTIFUL, UT. 84010
Tele: (801) 550-3332

DRAWN BY: MAB | CHK BY: MAB | JOB NO.: 00100-122

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO CCATT LLC, CROWN CASTLE USA INC., INCLUDING ITS PARENTS, SUBSIDIARIES AND AFFILIATED ENTITIES, AND AMERISTAR INFORMATION NETWORK, LLC

BYRDWAY SURVEYS MARK A. BYRD PLS
UTAH PROFESSIONAL SURVEYOR
CERTIFICATE OF REGISTRATION NO. 160206

PROFESSIONAL LAND SURVEYOR
160206
MARK A.
BYRD
STATE OF UTAH

SIGNATURE
MAY 03, 2023
DATE

ZONING:
AG ZONE AND TOWN CENTER OVERLAY ZONE

FLOOD NOTE:
THE TOWER AREA AND EASEMENTS ARE NOT LOCATED WITHIN A FLOOD HAZARD AREA PER FEMA MAP #49011C0205E, EFFECTIVE 06-18-2007 ZONE "X".

BEARING BASIS:
BASIS OF BEARING, N00°09'27"E-BEING A LINE BETWEEN MONUMENTS FOUND BANBURY DRIVE AS SHOWN ON A RECORDED PLAT NO. 1312809 ON FILE IN THE DAVIS COUNTY RECORDER'S OFFICE.

NOTES:
1. SURVEY PERFORMED ON 12/22/2022.
2. DATA PROJECTED IN STATE PLANE COORDINATE SYSTEM NAD83, WITH NAVD88 VERTICAL DATUM. EPSG Code: 3560
3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
4. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.
5. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, UNLESS OTHERWISE NOTED HEREON.
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
7. THERE IS SNOW COVERING PARENT PARCEL SITE, MAKING IT DIFFICULT TO LOCATE GROUND APPARATUSES.

REV	DATE	DESCRIPTION	DRWN
–	–	–	–
–	–	–	–
–	–	–	–

SITE INFORMATION:

Name	SYRACUSE
BUN	856922
Address	1781 SOUTH 2000 WEST SYRACUSE, UT. 84075
County	DAVIS COUNTY

SITE LOCATED IN: SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.& M.

TOWER SURVEY

SHEET: COVER SHEET

DWG NAME: 856922_Survey_CenLine_2023-04-22_use certs.dwg

PROPERTY INFORMATION

PARENT PARCEL

(A) *OWNER: SYRACUSE CITY CORPORATION*
TAX PARCEL ID #: 12-05-0075
DEED REFERENCE: ENTRY #1302483
RECORDED: 02-05-1997

ADJACENT PARCELS

(B) *SYRACUSE CITY*
APN: 12-052-0040

(C) *SYRACUSE CITY*
APN: 12-052-0035

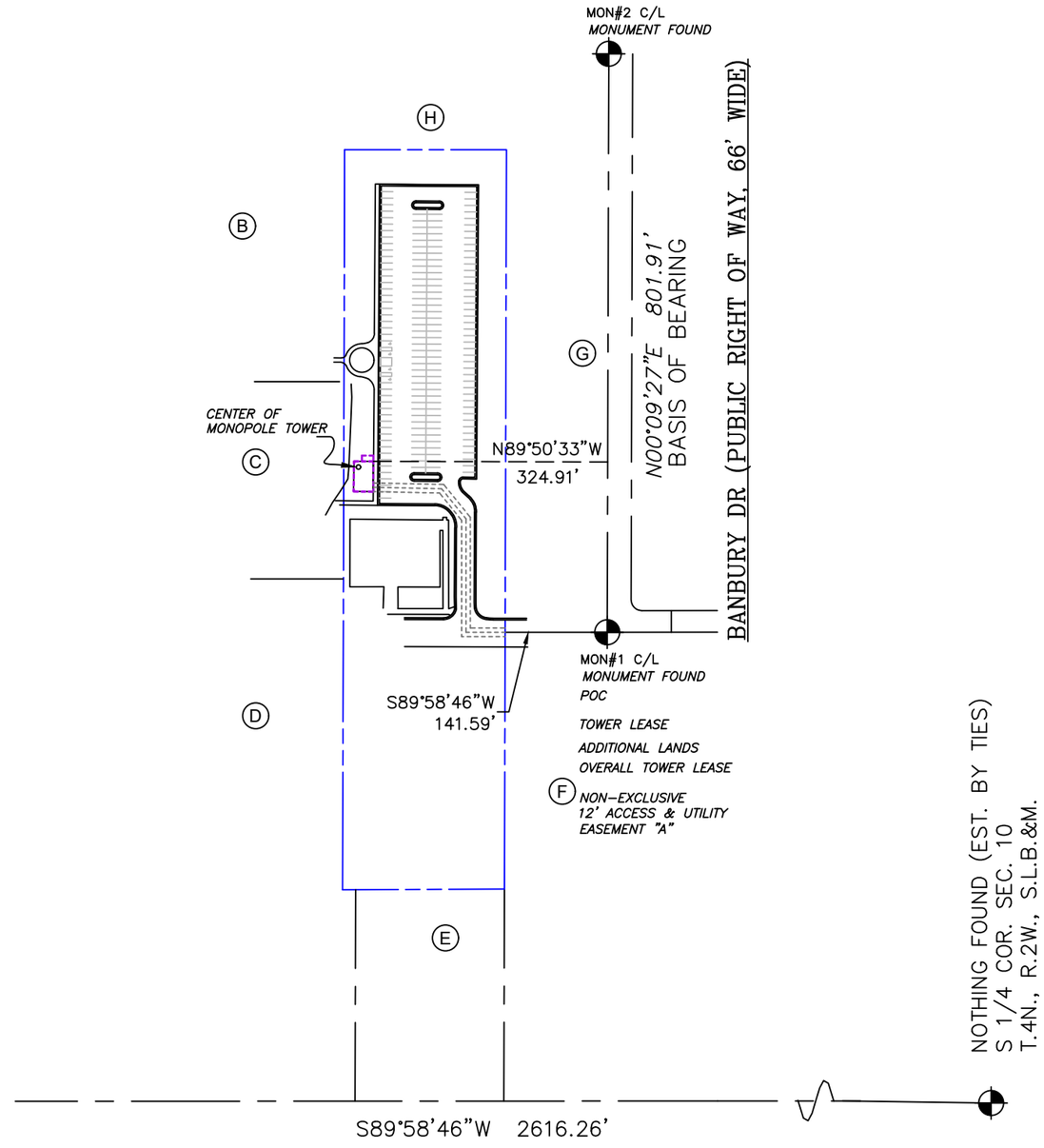
(D) *SYRACUSE CITY*
APN: 12-052-0026

(E) *GREENBRIER HOLDINGS LLC*
APN: 12-052-0165

(F) *Q-2*
APN: 12-052-0146

(G) *BANBURY PLACE*

(H) *BUMBLEBERRY SUB*



N

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	230,130	5.283
TOWER COMPOUND	1,118	0.026
TOWER LEASE	1,134	0.026
NON-EXCLUSIVE 12' ACCESS & UTILITY EASEMENT "A"	4,319	0.099
ADDITIONAL LANDS	128	0.003
OVERALL TOWER LEASE	1,262	0.029

0 100 200 FT
SCALE

SURVEY PERFORMED FOR:

CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
–	–	–	–
–	–	–	–
–	–	–	–

SITE INFORMATION:	
Name	**SYRACUSE**
BUN	**856922**
Address	**1781 SOUTH 2000 WEST SYRACUSE, UT. 84075**
County	**DAVIS COUNTY**

SITE LOCATED IN: SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.& M.

TOWER SURVEY

SHEET: PROPERTY OVERVIEW

PROPERTY INFORMATION

PARENT PARCEL

(A) *OWNER: SYRACUSE CITY CORPORATION*
TAX PARCEL ID #: 12-05-0075
DEED REFERENCE: ENTRY #1302483
RECORDED: 02-05-1997

ADJACENT PARCELS

(B) *SYRACUSE CITY*
APN: 12-052-0040

(C) *SYRACUSE CITY*
APN: 12-052-0035

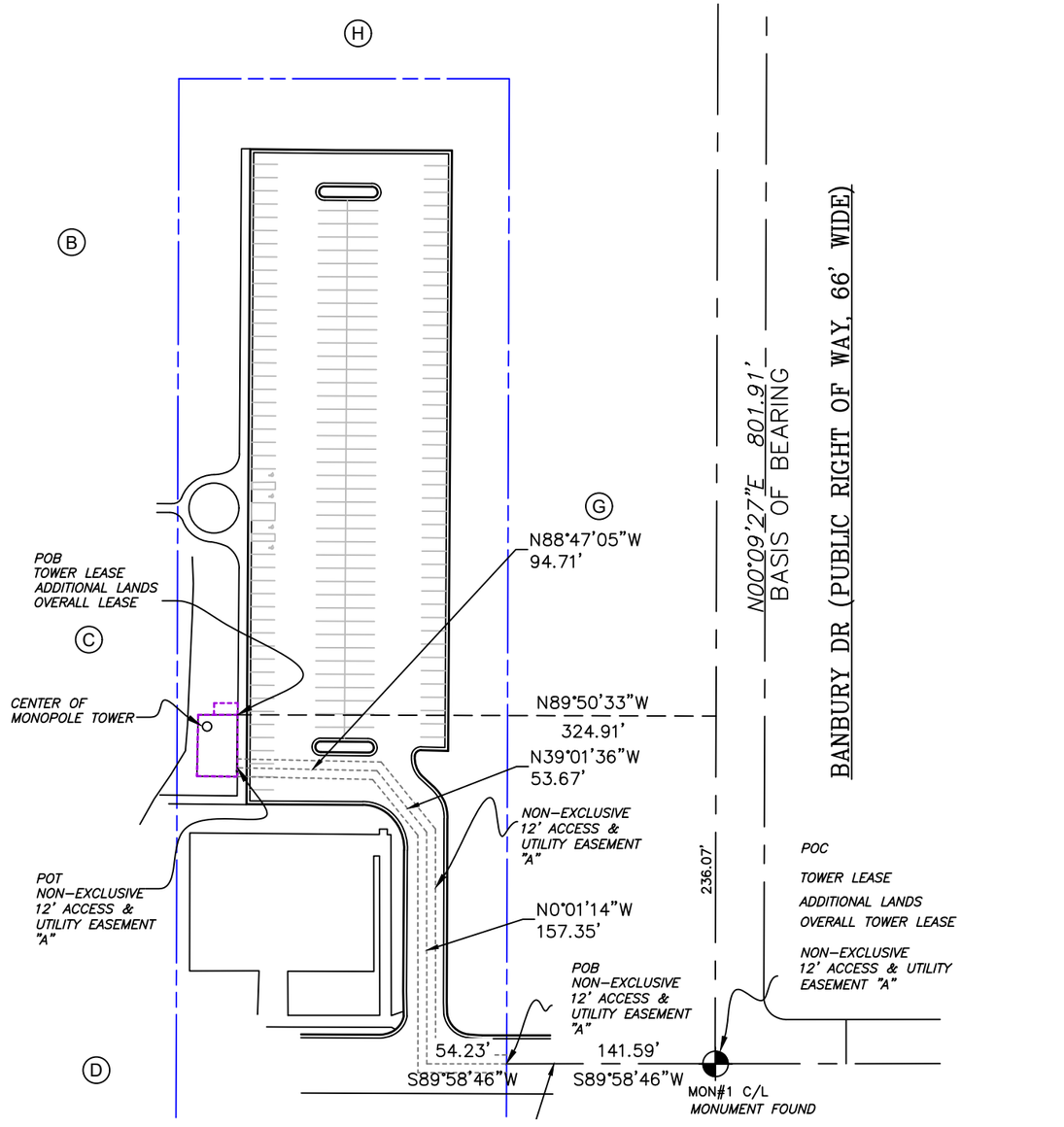
(D) *SYRACUSE CITY*
APN: 12-052-0026

(E) *GREENBRIER HOLDINGS LLC*
APN: 12-052-0165

(F) *Q-2*
APN: 12-052-0146

(G) *BANBURY PLACE*

(H) *BUMBLEBERRY SUB*



AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	230,130	5.283
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ADDITIONAL LANDS	128	0.003
OVERALL TOWER LEASE	1,262	0.029

0 50 100 FT
SCALE

SURVEY PERFORMED FOR:

CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
–	–	–	–
–	–	–	–
–	–	–	–

SITE INFORMATION:

Name	**SYRACUSE**
BUN	**856922**
Address	**1781 SOUTH 2000 WEST** **SYRACUSE UT. 84075**
County	**DAVIS COUNTY**

SITE LOCATED IN: SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.& M.

TOWER SURVEY

SHEET: EASEMENT ACCESS OVERVIEW

PROPERTY INFORMATION

PARENT PARCEL

(A) *OWNER: SYRACUSE CITY CORPORATION*
TAX PARCEL ID #: 12-05-0075
DEED REFERENCE: ENTRY #1302483
RECORDED: 02-05-1997

ADJACENT PARCELS

(B) *SYRACUSE CITY*
APN: 12-052-0040

(C) *SYRACUSE CITY*
APN: 12-052-0035

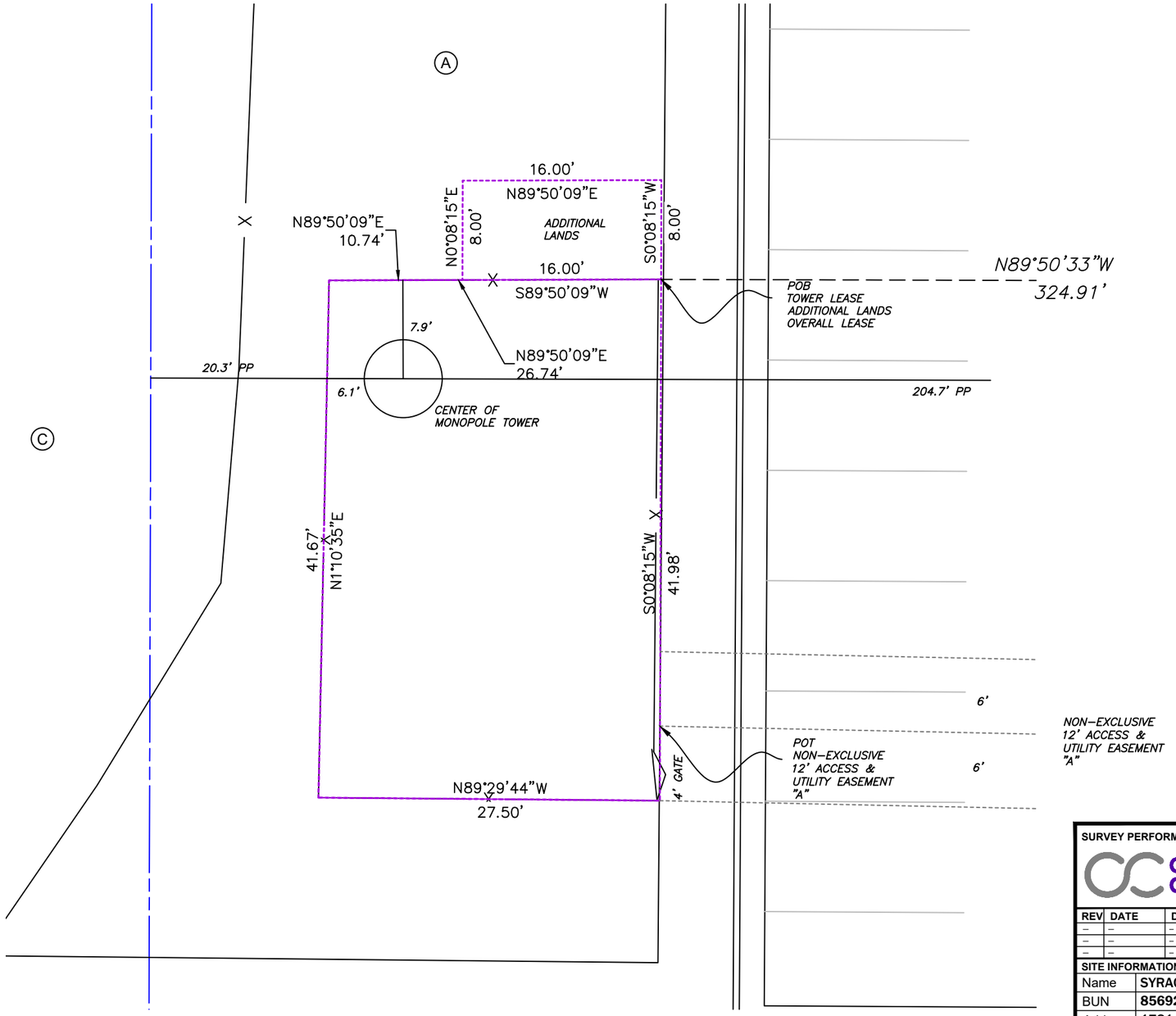
(D) *SYRACUSE CITY*
APN: 12-052-0026

(E) *GREENBRIER HOLDINGS LLC*
APN: 12-052-0165

(F) *Q-2*
APN: 12-052-0146

(G) *BANBURY PLACE*

(H) *BUMBLEBERRY SUB*



0 5 10 FT
SCALE

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	230,130	5.283
TOWER COMPOUND	1,118	0.026
TOWER LEASE	1,134	0.026
NON-EXCLUSIVE 12' ACCESS & UTILITY EASEMENT "A"	4,319	0.099
ADDITIONAL LANDS	128	0.003
OVERALL TOWER LEASE	1,262	0.029

SURVEY PERFORMED FOR:

CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
–	–	–	–
–	–	–	–
–	–	–	–

SITE INFORMATION:

Name	**SYRACUSE**
BUN	**856922**
Address	**1781 SOUTH 2000 WEST** **SYRACUSE UT. 84075**
County	**DAVIS COUNTY**

SITE LOCATED IN: SECTION 10, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.& M.

TOWER SURVEY

SHEET: SITE OVERVIEW

RESOLUTION R23-29

A RESOLUTION OF THE SYRACUSE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE LAND LEASE AGREEMENT WITH NCWPCS MPL33-YEAR SITES TOWER HOLDINGS, LLC FOR THE LEASE OF PROPERTY AT APPROXIMATELY 1871 SOUTH 2000 WEST.

WHEREAS, the term of the land lease agreement between NCWPCS MPL33- Year Sites Tower Holdings LLC ("NCWPCS') and Syracuse City is for a certain square footage of space; and

WHEREAS, the term of the land lease agreement between NCWPCS and Syracuse City is for a certain square footage of space; and

WHEREAS, NCWPCS now wishes to expand the leased area to accommodate a generator to be installed at the location and pay an increased monthly fee for the additional space; and

WHEREAS, the City discussed the matter in an open public meeting, where the public had an opportunity to be heard in open comments; and

WHEREAS, the City finds that execution of the amendment to the agreement with NCWPCS is in the best interest of the City and will help provide for services and prosperity for its citizens and businesses;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Approval. The Mayor is hereby authorized to execute the Third Amendment to Land Lease Agreement Between Syracuse City, Utah and NCWPCS MPL33- Year Sites Tower Holdings LLC which amendment is attached as "Exhibit A" and incorporated by this reference.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 12th DAY OF SEPTEMBER 2023.

(signatures appear on the next page)

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, CMC
City Recorder

David Maughan
Mayor

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Bingham	___	_____
Councilmember Carver	_____	_____
Councilmember Savage	_____	_____
Councilmember Teague	_____	_____
Councilmember Watson	_____	_____

EXHIBIT “A”

COUNCIL AGENDA

September 12, 2023

Agenda item #5c **Proposed Amendment to Land Lease Agreement**

Factual Summation

The city leases land in Rock Creek Park located at approximately 3550 S 700 S for a cell phone tower. The lease has been in place since 2006. The Lessee desires to build a backup power generator on site which would expand the leased area. The back up power would keep cell phone coverage going during an emergency. Please find attached for an updated memo and lease agreement. This item was reviewed during the 8/22/23 work meeting.

WHEN RECORDED RETURN TO:

T-Mobile West Tower LLC
c/o Post Closing – Recording
8020 Katy Freeway
Houston, TX 77024

Prepared by:
Weiss Brown, PLLC
6263 N. Scottsdale Rd., Suite 340
Scottsdale, AZ 85250

Space above this line for Recorder's Use

A.P.N. 120470132

Prior recorded document(s) in Davis County, Utah:
August 1, 2014 at #2816179 in Bk 6072, Pg 206
September 28, 2018 at #3119735 in Bk 7109, Pg 301

MEMORANDUM OF FOURTH AMENDMENT TO SITE LEASE WITH OPTION

This Memorandum of Fourth Amendment to Site Lease With Option is dated as of the date of Landlord's signature, and made effective as of the date of execution by the last party hereto to sign ("Effective Date") by and between SYRACUSE CITY, a Utah municipal corporation (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

1. Landlord and VoiceStream PCS II Corporation, a Delaware corporation ("Original Tenant") entered into a Site Lease With Option dated June 1, 2001 (the "Original Lease"), together with an Addendum to Site Lease With Option dated June 1, 2001 (the "Addendum"), whereby Original Tenant leased certain real property, together with access and utility easements, located in Davis County, Utah from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit B attached hereto.

2. The Original Lease was amended by that certain First Amendment to Site Lease With Option dated October 1, 2006 ("First Amendment"), by that certain Second Amendment to Site Lease With Option dated July 10, 2014, a memorandum of which was recorded in the official records of Davis County, Utah ("Official Records") on August 1, 2014 at Entry No. 2816179 in Book 6072, Page 206 ("Second Amendment"), and by that certain Third Amendment to Site Lease With Option dated September 18, 2018, a memorandum of which was recorded in the Official Records on September 28, 2018 at Entry No. 3119735 in Book 7109, Page 301 ("Third Amendment") (hereinafter the Original Lease, Addendum and all subsequent amendments are collectively referred to as the "Lease").

3. T-Mobile West Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant.

4. The Lease had an initial term that commenced on September 1, 2002 and expired on November 30, 2007. The Lease, as amended, provides for ten (10) extensions of five (5) years each, four (4) of which were exercised by Tenant (each extension is referred to as a "Renewal Term"). According to the Lease, the final Renewal Term expires November 30, 2057.

5. Landlord and Tenant have entered into a Fourth Amendment to Site Lease With Option (the "Fourth Amendment"), of which this is a Memorandum, wherein the Premises was expanded by an additional area of 300 square feet. A metes and bounds description of the Premises, as expanded, is attached hereto as Exhibit A.

6. The terms, covenants and provisions of the Fourth Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

7. This Memorandum does not contain the social security number of any person.

8. A copy of the Fourth Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

LANDLORD:
SYRACUSE CITY, a Utah municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____ 2023, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of SYRACUSE CITY, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Fourth Amendment to Site Lease With Option, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal

_____
(Signature of Notary)

My Commission Expires: _____

TENANT:
T-MOBILE WEST TOWER LLC, a Delaware limited liability company

By: CCTMO LLC, a Delaware limited liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____ 2023, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of CCTMO LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Fourth Amendment to Site Lease With Option, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal

_____
(Signature of Notary)

My Commission Expires: _____

EXHIBIT A
(Legal Description of Premises, as expanded)

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 08, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SYRACUSE, DAVIS COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 08; THENCE NORTH 89°53'03" WEST, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 08, 165.00 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°06'57" WEST, ALONG THE EASTERLY LINE OF THE PARENT PARCEL, 128.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 00°06'57" WEST, 61.42 FEET TO THE SOUTHEAST CORNER OF THE PARENT PARCEL; THENCE NORTH 89°53'03" WEST, ALONG THE SOUTHERLY LINE OF SAID PARENT PARCEL, 40.00 FEET; THENCE NORTH 00°06'57" EAST, 40.00 FEET; THENCE SOUTH 89°53'03" EAST, 26.00 FEET; THENCE NORTH 00°06'57" EAST, 21.42 FEET; THENCE SOUTH 89°53'03" EAST, 14.00 FEET TO THE POINT OF BEGINNING.

OVERALL TOWER LEASE CONTAINS 1900 SQUARE FEET OR 0.044 ACRES MORE OR LESS.

TOGETHER WITH
NON-EXCLUSIVE 20 FOOT ACCESS AND UTILITY EASEMENT "A"

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 08, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SYRACUSE , DAVIS COUNTY, UTAH AND BEING THE CENTERLINE OF A 20 FOOT WIDE ACCESS AND UTILITY EASEMENT BEING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIPTION:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 08; THENCE NORTH 89°53'03" WEST, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 08, 205.00 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 06°06'57" WEST, 150.00 FEET; THENCE SOUTH 89°53'03" EAST, 16.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'57" EAST, 117.00 FEET TO A POINT ON THE SOUTHERLY LINE OF 700 SOUTH STREET AND THE POINT OF TERMINATION.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE SOUTHERLY LINE OF 700 SOUTH STREET AND THE NORTHERLY LINE OF THE TOWER LEASE AREA.

NON-EXCLUSIVE 12' ACCESS AND UTILITY EASEMENT "A" CONTAINS 2340 SQUARE FEET OR 0.054 ACRES MORE OR LESS.

EXHIBIT B
(Legal Description of Landlord's Property)

The following described tract of land in Davis County, State of Utah:

That portion of the Northwest Quarter of Section 8, Township 4 North, Range 2 West, Salt Lake Base and Meridian described as follows:

BEGINNING at a point located North 89° 53' 03" West, along the North line of the Northwest Quarter of said Section 8, 165.00 feet from the North quarter corner of said Section;
THENCE South 00° 06' 57" West, a distance of 190.00 feet;
THENCE North 89° 53' 03" West, a distance of 100.00 feet;
THENCE North 00º 06' 57" East, a distance of 190.00 feet to the North line of said Northwest Quarter;
THENCE South 89° 53' 03" East, along said North line, a distance of 100.00 feet to the POINT OF BEGINNING.

EXCEPTING therefrom that portion lying within 700 South Street.

FOURTH AMENDMENT TO
SITE LEASE WITH OPTION

THIS FOURTH AMENDMENT TO SITE LEASE WITH OPTION (the "Fourth Amendment") is made effective this ____ day of _____, 2023 ("Effective Date"), by and between SYRACUSE CITY, a Utah municipal corporation (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Landlord and VoiceStream PCS II Corporation, a Delaware corporation ("Original Tenant") entered into a Site Lease With Option dated June 1, 2001 (the "Original Lease"), together with an Addendum to Site Lease With Option dated June 1, 2001 (the "Addendum"), whereby Original Tenant leased certain real property, together with access and utility easements, located in Davis County, Utah from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"); and

WHEREAS, the Original Lease was amended by that certain First Amendment to Site Lease With Option dated October 1, 2006 ("First Amendment"), by that certain Second Amendment to Site Lease With Option dated July 10, 2014, a memorandum of which was recorded in the official records of Davis County, Utah ("Official Records") on August 1, 2014 at Entry No. 2816179 in Book 6072, Page 206 ("Second Amendment"), and by that certain Third Amendment to Site Lease With Option dated September 18, 2018, a memorandum of which was recorded in the Official Records on September 28, 2018 at Entry No. 3119735 in Book 7109, Page 301 ("Third Amendment") (hereinafter the Original Lease, Addendum and all subsequent amendments are collectively referred to as the "Lease"); and

WHEREAS, T-Mobile West Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on September 1, 2002 and expired on November 30, 2007. The Lease, as amended, provides for ten (10) extensions of five (5) years each, four (4) of which were exercised by Tenant. According to the Lease, the final extension expires on November 30, 2057; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Notice of Sublease. In accordance with Section 15 of the Original Lease, as amended the Addendum, Tenant hereby provides notice to Landlord of the sublease of a portion of the Premises, as expanded, to AT&T Wireless, or an affiliate or subsidiary (the "AT&T Subtenant") for purposes of installation, maintenance and replacement of equipment, antennas, cables, fiber, and related accessories on the Premises for the operation of a wireless communications facility thereon. As used herein, the term 'sublease' includes any arrangement by which a third party can collocate its equipment at the Premises, whether it is by sublease, license, easement or any other agreement or arrangement.

3. First Additional Lease Area. The existing Premises is hereby expanded in size to include additional space, which consists of a three hundred (300) square foot parcel of real property adjacent to the existing Premises at a location more particularly described on Exhibit A-1 attached hereto and shown on the Site Plan attached hereto as Exhibit B (the "First Additional Lease Area"). The Premises, as expanded, is described on Exhibit A-2 attached hereto. Notwithstanding anything to the contrary in this Fourth Amendment, Tenant is not relinquishing any rights to any lease area, access easements, and/or utility easements that it possesses prior to the date of this Fourth Amendment. In the event the location of any of Tenant's or its sublessees' existing improvements, utilities, and/or access routes are not depicted or described on the Site Plan and/or legal descriptions, Tenant's leasehold rights and access and utility easement rights over such areas shall remain in full force and effect and the Premises shall be deemed to include such areas.

4. First Additional Rent. In consideration of the lease of the First Additional Lease Area, Tenant shall pay to Landlord the amount of Five Hundred and 00/100 Dollars ($500.00) per month ("First Additional Rent"), beginning upon the commencement of installation of improvements within the First Additional Lease Area and continuing thereafter until the earlier of (i) the expiration of the term of the Lease; or (ii) the "Return of the First Additional Lease Area" as set forth below. The First Additional Rent shall be due and payable concurrently with and shall escalate upon the same terms and at the same time as the monthly Rent set forth in the Lease, as amended, for so long as such First Additional Rent is payable to Landlord as set forth herein.

5. Right to Return the First Additional Lease Area. Tenant shall have the option, upon thirty (30) days prior written notice to Landlord, in its sole and absolute discretion, to return the First Additional Lease Area to the Landlord and to terminate the lease of the same by removing all improvements from the First Additional Lease Area and returning same to its condition as of the Effective Date, ordinary wear and tear excepted (the "Return of the First Additional Lease Area"). Effective upon removal of all improvements from the First Additional Lease Area, the First Additional Rent shall cease and will no longer be due or payable.

6. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

a) Landlord is duly authorized to and has the full power and authority to enter into this Fourth Amendment and to perform all of Landlord's obligations under the Lease as amended hereby.

b) Tenant is not currently in default under the Lease, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

c) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.

d) Landlord acknowledges that the Premises, as defined, shall include any portion of Landlord's Property on which communications facilities or other Tenant improvements exist on the date of this Fourth Amendment.

7. Counterparts. This Fourth Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

8. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this Fourth Amendment is hereby amended to be consistent.

9. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Fourth Amendment in the Official Records at any time following the execution of this Fourth Amendment by all parties hereto. In addition, Tenant shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Tenant without Landlord's signature in form and content substantially similar to the memorandum, to provide record notice of the terms of this Fourth Amendment.

[Signature pages follow]

Landlord and Tenant have caused this Fourth Amendment to be duly executed on the day and year first written above.

LANDLORD:
SYRACUSE CITY, a Utah municipal corporation

By: _____

Print Name: _____

Title: _____

Landlord affirms that this Fourth Amendment was approved at a duly noticed public meeting held on _____ 2023

[Tenant Execution Page Follows]

This Fourth Amendment is executed by Tenant as of the date first written above.

TENANT:
T-MOBILE WEST TOWER LLC, a Delaware limited liability company

By: CCTMO LLC, a Delaware limited liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

EXHIBIT A-1
(Legal Description of First Additional Lease Area)

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 08, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SYRACUSE , DAVIS COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 08; THENCE NORTH 89°53’03” WEST, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 08, 165.00 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°06’57” WEST, ALONG THE EASTERLY LINE OF THE PARENT PARCEL, 128.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 00°06’57” WEST, 21.42 FEET; THENCE NORTH 89°53’03” WEST, 14.00 FEET; THENCE NORTH 00°06’57” EAST, 21.42 FEET; THENCE SOUTH 89°53’03” EAST, 14.00 FEET TO THE POINT OF BEGINNING.

ADDITIONAL LANDS CONTAINS 300 SQUARE FEET OR 0.007 ACRES MORE OR LESS.

EXHIBIT A-2
(Legal Description of Premises, as expanded)

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 08, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SYRACUSE, DAVIS COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 08; THENCE NORTH 89°53'03" WEST, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 08, 165.00 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°06'57" WEST, ALONG THE EASTERLY LINE OF THE PARENT PARCEL, 128.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 00°06'57" WEST, 61.42 FEET TO THE SOUTHEAST CORNER OF THE PARENT PARCEL; THENCE NORTH 89°53'03" WEST, ALONG THE SOUTHERLY LINE OF SAID PARENT PARCEL, 40.00 FEET; THENCE NORTH 00°06'57" EAST, 40.00 FEET; THENCE SOUTH 89°53'03" EAST, 26.00 FEET; THENCE NORTH 00°06'57" EAST, 21.42 FEET; THENCE SOUTH 89°53'03" EAST, 14.00 FEET TO THE POINT OF BEGINNING.

OVERALL TOWER LEASE CONTAINS 1900 SQUARE FEET OR 0.044 ACRES MORE OR LESS.

TOGETHER WITH
NON-EXCLUSIVE 20 FOOT ACCESS AND UTILITY EASEMENT "A"

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 08, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SYRACUSE , DAVIS COUNTY, UTAH AND BEING THE CENTERLINE OF A 20 FOOT WIDE ACCESS AND UTILITY EASEMENT BEING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIPTION:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 08; THENCE NORTH 89°53'03" WEST, ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 08, 205.00 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 06°06'57" WEST, 150.00 FEET; THENCE SOUTH 89°53'03" EAST, 16.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°06'57" EAST, 117.00 FEET TO A POINT ON THE SOUTHERLY LINE OF 700 SOUTH STREET AND THE POINT OF TERMINATION.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE SOUTHERLY LINE OF 700 SOUTH STREET AND THE NORTHERLY LINE OF THE TOWER LEASE AREA.

NON-EXCLUSIVE 12' ACCESS AND UTILITY EASEMENT "A" CONTAINS 2340 SQUARE FEET OR 0.054 ACRES MORE OR LESS.

EXHIBIT B
(Site Plan)

TOWER SURVEY

828330

SYRACUSE_ROCKCRK

3550 WEST 700 SOUTH
SYRACUSE, UTAH
DAVIS COUNTY

LEGEND

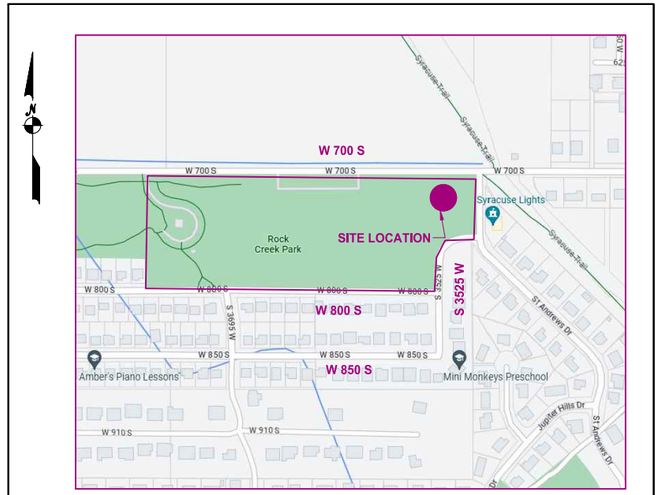
- Additional Land
- Building
- Asphalt Pavement
- Contour - Major
- Contour - Minor
- Easement
- Guiderail
- Jurisdiction Line
- Property Line
- Property Tie
- Parent Property
- Tower Easement
- Right of Way
- Setback
- Treeline
- Wetland
- Railroad Tracks
- Centerline
- Road Centerline
- Stream
- Stream (Directional)
- Ditch
- Channel
- Fence
- Cable UG (CU)
- Combined Sewer (CS)
- Cable TV & Elec (CTV-E)
- Cable TV & Elec UG (CUEU)
- Cable, Elec, & Tele (CTV-E-T)
- Cable, Elec, & Tele UG (CUEUTU)
- Electric (E)
- Electric UG (EU)
- Fiber (FO)
- Fiber UG (FOU)
- Gas (G)
- Sewer (S)
- Storm (STM)
- Telephone (T)
- Telephone UG (TU)
- Unknown Utility (UNK)
- Water (W)
- Topo - High Point
- Topo - Low Point
- Breakline
- Match line
- Property Tie

- Set 1/2" Rebar W/Cap Stamped "GEOLINE / LB 7082"
- IP / Rebar Monu- Found
- Cased Monu
- Cased Monu - Found
- Traverse Point
- Survey Point
- Gravel
- Dirt
- Concrete
- Retaining Wall
- Stairs
- Door / Gate
- Double Door / Gate
- Gate - Sliding
- Signs
- Mailbox
- Column
- Utility Pole
- Guyed Pole
- Pole
- Bollard
- Fire Hydrant
- Flag Pole
- Shrub
- Tree - Palm
- Tree - Coniferous
- Tree - Deciduous
- Metal Platform
- Fuel Tanks
- Traffic Signal Controller

- Transformer (Aerial)
- Transformer Pad
- Catch Basin
- Inlet
- Culvert
- Utility Vault
- Manhole
- Handhole
- Pull box
- Pedestal
- Riser
- Meter
- Valve
- Cleanout
- Junction Box
- Pump Station
- Utility Box
- Controller
- HVAC
- Generator

VICINITY MAP

NTS



CONTENTS

COVER SHEET
PROPERTY OVERVIEW
EASEMENT OVERVIEW
SITE OVERVIEW
LEGAL DESCRIPTIONS

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	15,700	0.360
TOWER COMPOUND	1,397	0.032
TOWER LEASE	1,600	0.037
NON-EXCLUSIVE 20' ACCESS & UTILITY EASEMENT "A"	2,340	0.054
ADDITIONAL LANDS	300	0.007
OVERALL TOWER LEASE	1,900	0.044

SURVEY PROCEDURES & EQUIPMENT

The Accuracy Of This Survey Meets Or Exceeds The Minimum Standards As Required By Utah.
Instruments Used:
- Topcon total station
- Trimble R8 Receiver

COORDINATES (EPSG 3560 NAD83)

For internal use

LABEL	LAT, LONG
MON#1 POC/N4	N41°06'13.55", -W112°06'10.91"
MON #2 NW COR	N41°06'13.31", -W112°05'36.28"

ABBREVIATIONS

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
ROW	RIGHT OF WAY
(R)	RECORD DESCRIPTION INFORMATION
(M)	MEASURED DESCRIPTION
POT	POINT OF TERMINATION

SURVEY PERFORMED FOR:

CROWN CASTLE

1500 Corporate Drive
Canonsburg, PA 15317

SURVEY COORDINATED BY:

GEOLINE SURVEYING, INC., LB 7082
13430 NW 10th Terrace, Suite A, Alachua, FL 32615
Tele: (386) 418-0500 | Fax: (386) 462-9986

SURVEY PERFORMED BY:

BYRDWAY SURVEYS
218 W 3000 S, BOUNTIFUL, UT. 84010
Tele: (801) 550-3332

DRAWN BY: MAB	CHK BY: MAB	JOB NO.: 00100-127

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO T-MOBILE WEST TOWER LLC, CROWN CASTLE USA INC., INCLUDING ITS PARENTS, SUBSIDIARIES AND AFFILIATED ENTITIES, AND AMERISTAR INFORMATION NETWORK, LLC

BYRDWAY SURVEYS MARK A. BYRD PLS
UTAH PROFESSIONAL SURVEYOR
CERTIFICATE OF REGISTRATION NO. 160206

PROFESSIONAL LAND SURVEYOR
160206
MARK A.
BYRD
STATE OF UTAH

SIGNATURE
MAY 22, 2023
DATE

ZONING:

R-1 ZONE RESIDENTIAL

FLOOD NOTE:

THE TOWER AREA AND EASEMENTS ARE NOT LOCATED WITHIN A FLOOD HAZARD AREA PER FEMA MAP #49011C0205E, EFFECTIVE 06-18-2007 ZONE "X".

BEARING BASIS:

BASIS OF BEARING, N89°53'03"W-BEING THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 08, T.4N., R. 2W., S.L.B.&M.

NOTES:

1. SURVEY PERFORMED ON 05/22/2023.
2. DATA PROJECTED IN STATE PLANE COORDINATE SYSTEM NAD83, WITH NAVD88 VERTICAL DATUM. EPSG Code: 3560
3. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
4. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.
5. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, UNLESS OTHERWISE NOTED HEREON.
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
7. THERE IS SNOW COVERING PARENT PARCEL SITE, MAKING IT DIFFICULT TO LOCATE GROUND APPARATUSES.

REV	DATE	DESCRIPTION	DRWN
-	-	-	-
-	-	-	-
-	-	-	-

SITE INFORMATION:

Name	SYRACUSE_ROCKCRK
BUN	828330
Address	3550 WEST 700 SOUTH SYRACUSE, UT. 84075
County	DAVIS COUNTY

SITE LOCATED IN: SECTION 08, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.& M.

TOWER SURVEY

SHEET: COVER SHEET

DWG NAME: 828330_Survey_Geoline_2023-05-18.dwg

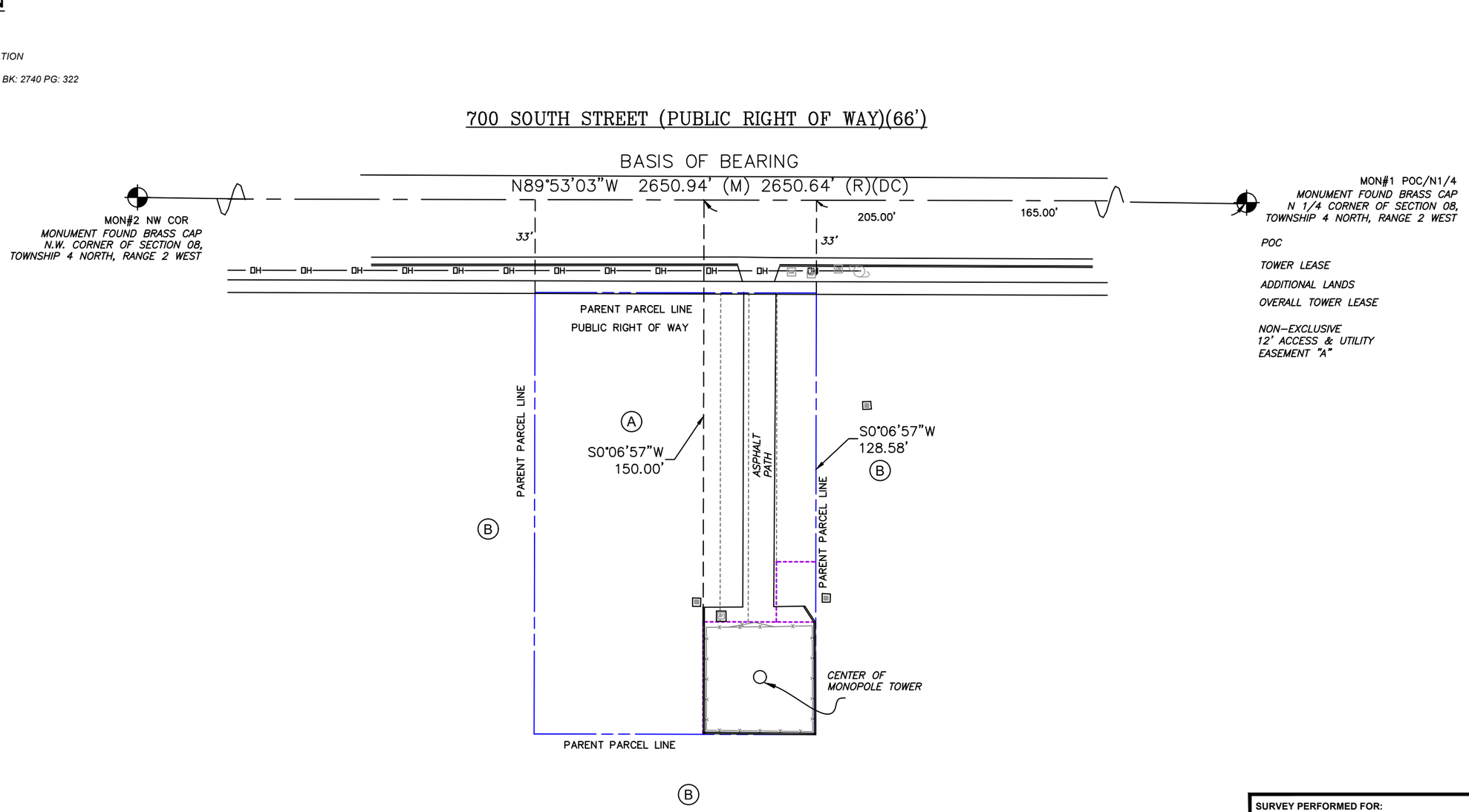
PROPERTY INFORMATION

PARENT PARCEL

(A) *OWNER: SYRACUSE CITY CORPORATION*
TAX PARCEL ID #: 12-047-0132
DEED REFERENCE: ENTRY #1635625 BK: 2740 PG: 322
RECORDED: 01-25-2001

ADJACENT PARCELS

(B) *SYRACUSE CITY*
APN: 12-748-0433



AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	15,700	0.360
TOWER COMPOUND	1,397	0.032
TOWER LEASE	1,600	0.037
NON-EXCLUSIVE 20' ACCESS & UTILITY EASEMENT "A"	2,340	0.054
ADDITIONAL LANDS	300	0.007
OVERALL TOWER LEASE	1,900	0.044

SURVEY PERFORMED FOR:

CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
–	–	–	–
–	–	–	–
–	–	–	–

SITE INFORMATION:

Name	**SYRACUSE_ROCKCRK**
BUN	**828330**
Address	**3550 WEST 700 SOUTH SYRACUSE, UT. 84075**
County	**DAVIS COUNTY**

SITE LOCATED IN: SECTION 08, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.& M.

TOWER SURVEY

SHEET: PROPERTY OVERVIEW

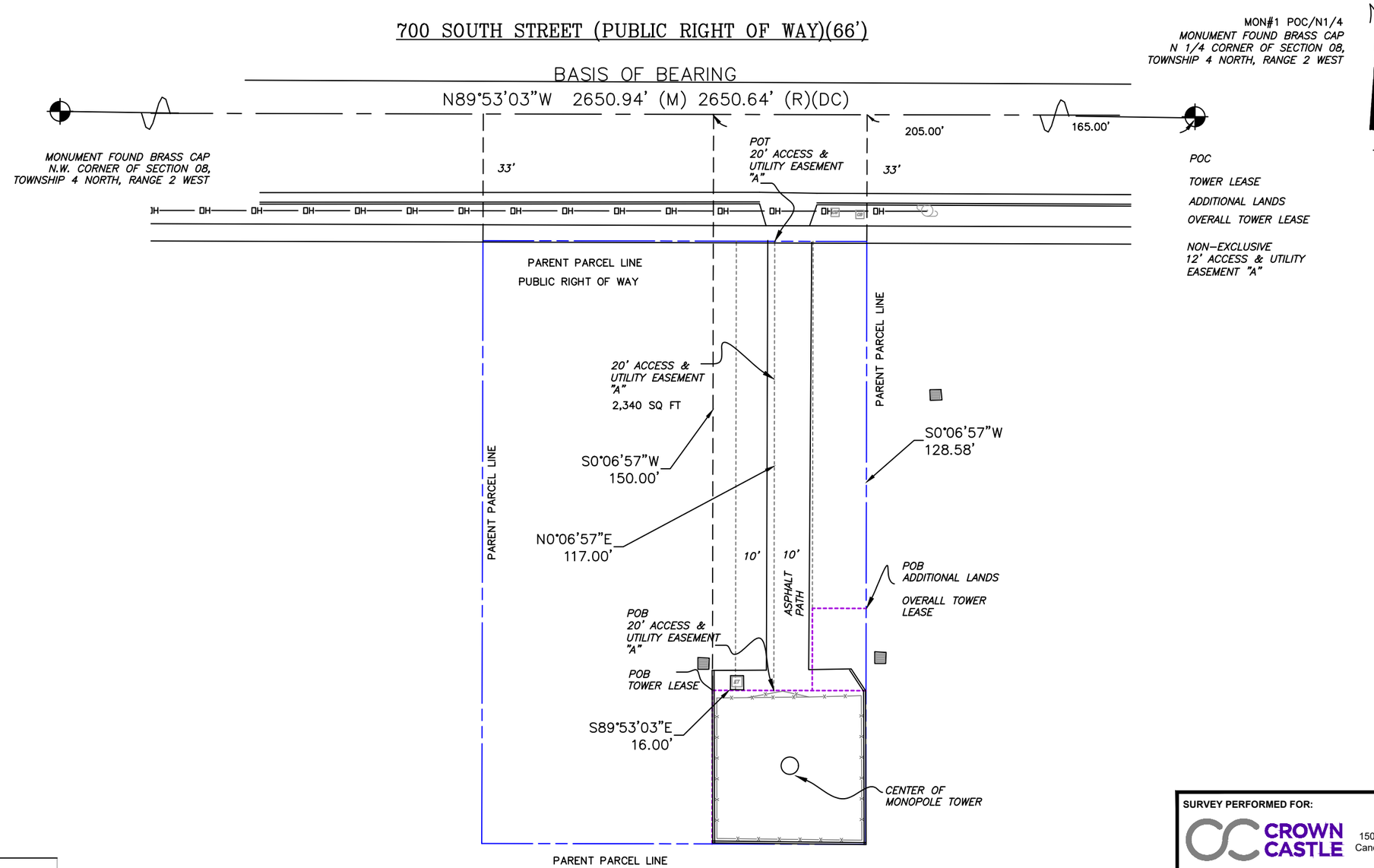
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OVERALL TOWER LEASE	1,900	0.044

0 15 30 FT
SCALE

SURVEY PERFORMED FOR:

CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
--	--	--	--
--	--	--	--
--	--	--	--

SITE INFORMATION:

Name	**SYRACUSE_ROCKCRK**
BUN	**828330**
Address	**3550 WEST 700 SOUTH** **SYRACUSE UT. 84075**
County	**DAVIS COUNTY**

SITE LOCATED IN: SECTION 08, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.& M.

TOWER SURVEY

SHEET: EASEMENT ACCESS OVERVIEW

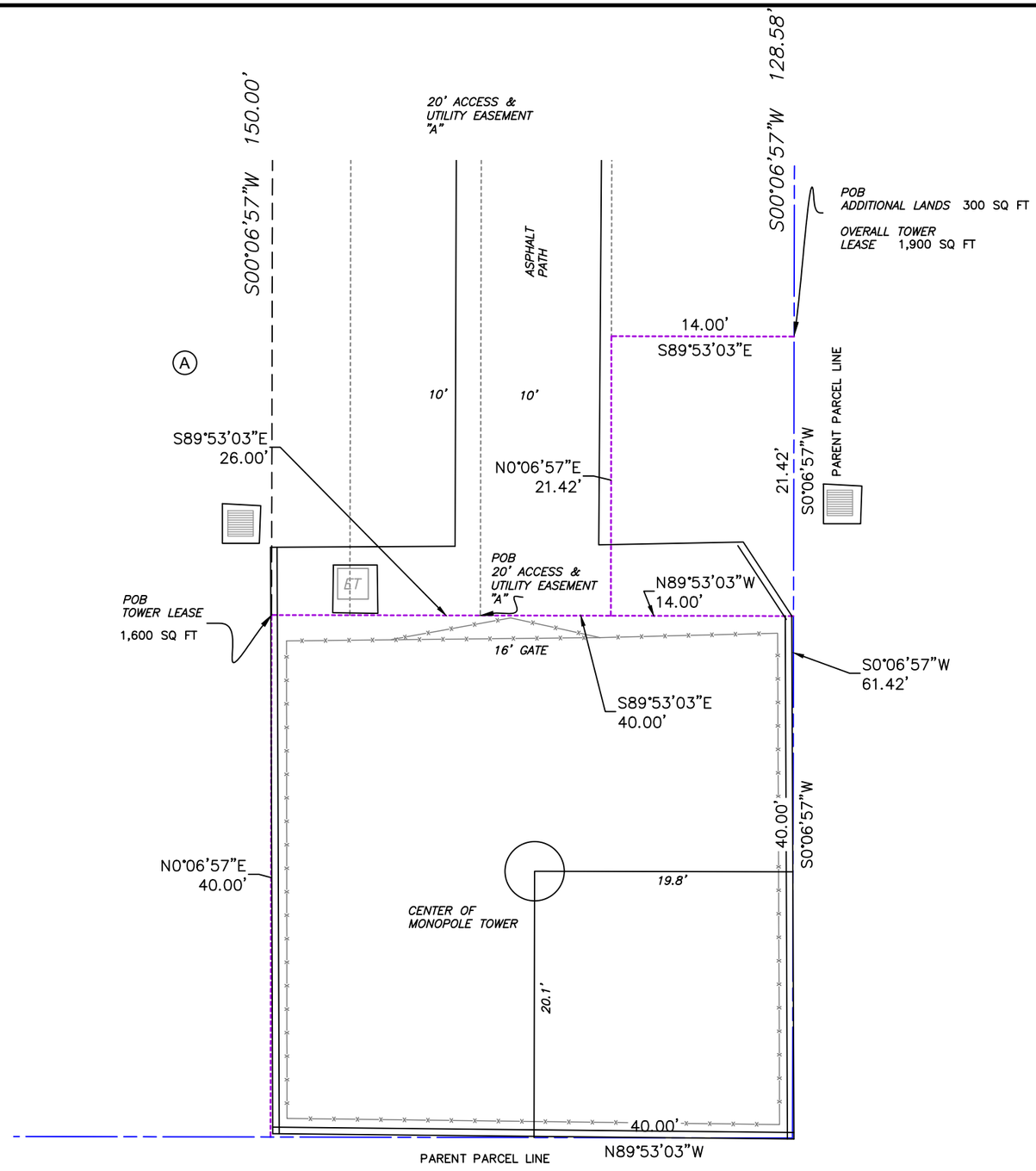
PROPERTY INFORMATION

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RECORDED: 01-25-2001

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(B) *SYRACUSE CITY*
APN: 12-748-0433



0 5 10 FT
SCALE

AREA SUMMARY

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SURVEY PERFORMED FOR:

CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
–	–	–	–
–	–	–	–
–	–	–	–

SITE INFORMATION:

Name	**SYRACUSE_ROCKCRK**
BUN	**828330**
Address	**3550 WEST 700 SOUTH SYRACUSE UT. 84075**
County	**DAVIS COUNTY**

SITE LOCATED IN: SECTION 08, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.& M.

TOWER SURVEY

SHEET: SITE OVERVIEW

RESOLUTION R23-30

A RESOLUTION OF THE SYRACUSE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE LAND LEASE AGREEMENT WITH T-MOBILE WEST TOWER, LLC FOR THE LEASE OF PROPERTY AT APPROXIMATELY 700 SOUTH 3550 WEST.

WHEREAS, the term of the land lease agreement between T-Mobile West Tower, LLC ("T-Mobile") and Syracuse City is for a certain square footage of space; and

WHEREAS, the term of the land lease agreement between T-Mobile and Syracuse City is for a certain square footage of space; and

WHEREAS, T-Mobile now wishes to expand the leased area to accommodate a generator to be installed at the location and pay an increased monthly fee for the additional space; and

WHEREAS, the City discussed the matter in an open public meeting, where the public had an opportunity to be heard in open comments; and

WHEREAS, the City finds that execution of the amendment to the agreement with NCWPCS is in the best interest of the City and will help provide for services and prosperity for its citizens and businesses;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Approval. The Mayor is hereby authorized to execute the Third Amendment to Land Lease Agreement Between Syracuse City, Utah and T-Mobile West Tower, LLC which amendment is attached as "Exhibit A" and incorporated by this reference.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 12th DAY OF SEPTEMBER 2023.

(signatures appear on the next page)

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, CMC
City Recorder

David Maughan
Mayor

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Bingham	___	_____
Councilmember Carver	_____	_____
Councilmember Savage	_____	_____
Councilmember Teague	_____	_____
Councilmember Watson	_____	_____

EXHIBIT “A”

COUNCIL AGENDA
September 12, 2023

Agenda Item **"5.d"** **Social Media Terms and Conditions**

Factual Summation

- Social media is being used as a mechanism for communicating with the public. The City social media accounts are limited public forums with no First Amendment protections for:
  - Obscenity
  - Defamation
  - Actual Threats
  - Illegal Activities
  - Promoting Illegal Discrimination
  - Spam
  - Malware Links
  - Using Copyrighted Work

- Social media terms and conditions have been drafted to address community expectations regarding using and moderating City social media platforms. The terms and conditions are an effort to address the increasing amount of spam and curtail potential future issues while remaining viewpoint neutral.

- The social media terms and conditions would be made available to all City platform users annually and posted to the City website.

- Any questions regarding this agenda item may be directed to Kara Finley.

RESOLUTION R23-32

A RESOLUTION OF THE SYRACUSE CITY COUNCIL PPROVING THE SYRACUSE CITY SOCIAL MEDIA TERMS AND CONDITIONS.

WHEREAS, the City Council has the authority to approve and implement policies and procedures that it deems necessary and proper to provide for the safety and preserve the health; and promote the prosperity, improve the morals, peace and good order, comfort and convenience of the City and its inhabitants and for the protection of the property of the City; and

WHEREAS, staff has proposed social media terms and conditions for the City Council's review that are meant to provide parameters for social media users on city sites, while also protecting social media users rights; and

WHEREAS, the City Council has reviewed the Syracuse City Social Media Terms and Conditions and finds that the implementing the terms and conditions as proposed, promote the City Councils objective in providing safe and convenient spaces through which individuals may interact with the City on city sites.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Approval. The Syracuse Social Media terms and Conditions are hereby approved as proposed and attached as "Exhibit A".

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 12th DAY OF SEPTEMBER 2023.

(signatures appear on the next page)

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, CMC — David Maughan
City Recorder — Mayor

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Bingham	___	_____
Councilmember Carver	_____	_____
Councilmember Savage	_____	_____
Councilmember Teague	_____	_____
Councilmember Watson	_____	_____

EXHIBIT “A”

Social Media Terms and Conditions

Syracuse City (the "City") uses social media as a platform to build communication and trust with the public and provide information regarding our community and local activities.

As a municipal corporation and a public entity, the City will comply with federal and state laws and has set forth the following terms and conditions. Any individual accessing or interacting with any City social media site (the "User") accepts, without limitation, and agrees to follow these terms and conditions. The City maintains the right to change these terms and conditions at any time in its sole discretion and without notice.

The User is also subject to any terms of use of the social media platform provider ("Provider"). The City has no control over a Provider's terms of use, content, commercial advertisements, or other postings produced by the Provider that may appear on a social media site as part of the Provider's environment.

MODERATION OF THIRD-PARTY CONTENT

The City is not responsible for, and does not necessarily endorse, support, sanction, encourage, verify, or agree with, third-party comments, messages, posts, opinions, advertisements, videos, promoted content, external hyperlinks, linked websites (or the information, products, or services contained therein), statements, commercial products, processes, or services posted on any social media site.

The City's social media sites serve as a limited public forum and all content published is subject to preservation and disclosure in accordance with the Utah Governmental Records Access and Management Act (GRAMA). Posted content (comments, photos, links, or other material, referred to hereafter as "Comments") must relate to the discussion of City programs, services, projects, issues, events, or activities.

The City's social media properties are public, meaning all Comments are publicly visible and accessible by search engines. In following the law, there may be times when what some people perceive to be offensive comments left by members of the public will remain visible on our social media posts, if such comments are legally protected speech. Users should consider that City social media feeds may be viewed by children and other impressionable people. Please avoid profanity, slurs, personal attacks, bullying, or use of false information.

Comments posted on this account will not be edited by the City. While the City has no duty to do so, the City reserves the right to remove or hide any Comments that do not relate to City business, including Comments that:

- Incite or promote violence or illegal activities;
- Contain or link to obscenity, which is defined as sexually explicit and/or pornographic content that is patently offensive, appeals to prurient interest, and lacks serious literary, artistic, political, or scientific value;

- Expressly encourage or advocate our agency to illegally discriminate based on race, age, religion, gender, national origin, disability, sexual orientation, veteran status, or any other legally protected class;
- Contain spam or links to malware and/or malicious content that affect the normal functioning of a computer system, server, or browser;
- Contain a hyperlink to any website other than those controlled by City. This will be done without regard to the viewpoint of the comment containing such a link or the content of the site to which the link redirects;
- Are duplicate comments posted repeatedly within a short period of time;
- Containing actual defamation against a specifically named person or organization, either as determined by a court or comments that are patently defamatory by easily discovered facts; or
- Violate a legal ownership interest of any person, including improper use of a trademark or copyrighted material.

The City may suspend, terminate, or ban Users and/or those committing violations of these terms and conditions. The City may also refer and work with the applicable Provider and the appropriate authorities to review and or pursue certain violations.

The City will not accept service or submission of any claim, demand, informal or formal complaint, or any other form of legal and/or administrative notice or process through City social media sites. Users seeking to properly serve the City with notice of any legal action or complaint must follow proper civil procedures as outlined by federal, state or local ordinance.

The City may occasionally post links to third-party sites when the City determines that general information could be helpful. Please note this does not in any way constitute an official endorsement of the site or company, and it does not mean the City has performed a comprehensive validation of the content.

CONTENT OWNERSHIP

Materials produced and posted to social media by the City are the property of the City. The City retains the copyright to all text, graphic images, and other content produced by the City. The City makes no warranty that information is free of copyright claims or other restrictions on free use. Commercial use is prohibited.

Users who choose to Comment on the City's social media sites, warrant and represent they are the copyright owner of the content or that the copyright owner of the content has granted permission to use such content consistent with the manner and purpose used. Using the City's social media sites to distribute unauthorized copies of copyrighted material, including photos, artwork, text, recordings, designs, computer programs, or derivative works of such programs is strictly prohibited, subject to removal, liability, and prosecution. Infringement on any party's copyright, patent, trademark, trade secret, intellectual property, or other proprietary rights, or right of publicity or privacy is strictly prohibited and is the User's sole responsibility.

Please note that by posting comments, posts, tagged photos, videos, ideas, or any other content on the City's social media sites, Users are granting the City non-exclusive, worldwide rights to republish, redistribute, or otherwise use this content (including your name, profile photo, likeness, and social media handle or other publicly shared information) in perpetuity in any way the City deems appropriate. Therefore, Users should not submit any ideas or materials they wish to keep confidential or for which they expect to receive compensation.

MONITORING

The City's social media sites are monitored by City employees to support compliance with these terms and conditions. Please do not expect a response. If you want to communicate with a City official or employee, please contact the individual directly.

The City does not guarantee Comments are monitored regularly, and therefore, Users should not use this account to contact or provide notice to the City about dangerous conditions. If a dangerous condition exists, please contact the police department, fire department, public works, or other relevant City departments. If there is an emergency, contact 911.

DISCLAIMERS

The Social Media Terms and Conditions are a supplement to, not a replacement of the established City Communications Policy.

The City does not guarantee the completeness or accuracy of any information posted on a social media platform. The City may suspend or discontinue using a social media platform at any time without notice. The information posted is provided on an “as is” basis and the User assumes the risk of use or reliance on such information. The City, its officers, employees, or agents are not liable for any injury or damages resulting from viewing, distributing, or copying materials on this account, including without limitation, liability for indirect, special, incidental, or consequential damages.

Users fully release the City from all claims that may arise regarding the use of or participation on the social media sites or the use, accessing, or posting of the content. Users agree that any claim or dispute relating to any content on a City social media site shall be construed in accordance with the laws of the State of Utah without regard to its conflict of law’s provisions and you agree to be bound and shall be subject to the exclusive jurisdiction of the state or federal courts located in the State of Utah.

COUNCIL AGENDA
September 12, 2023

Agenda Item **#5e** Arts Council appointments

Factual Summation

Arts Council leadership has requested that Heather and Taylor Sachs be appointed to the Arts Council Board; there are currently five vacancies on the Board and these appointments will fill two of those vacancies. Proposed terms of expiration are June of 2027.

3.45.020(D) Terms of Office. The terms of office for Board members, who are not members of the Recreation Department, shall be four years. These members' terms shall be staggered so that no more than 25 percent of the members' terms expire at the same time. The term of office for the Recreation Department staff designated as a member of the Board should be as determined by the Department Director. Appointments to the Board should be made no later than the first City Council meeting in September of each year, and shall be filled as quickly as practicable when a vacancy arises due to resignation. In circumstances where appointments are not made prior to the first City Council meeting in September of each year, said appointments shall be made as soon as reasonably possible thereafter.

Proposal

Consider adoption of Proposed Resolution R23-31 appointing Heather and Taylor Sachs to the Syracuse Arts Council with their terms ending June 30, 2027.

RESOLUTION R23-31

A RESOLUTION OF THE SYRACUSE CITY COUNCIL APPOINTING HEATHER SACHS AND TAYLOR SACHS TO THE SYRACUSE CITY ARTS COUNCIL.

WHEREAS Title III of the Syracuse City Code provides for the establishment of a Syracuse City Arts Council; and

WHEREAS Section 3.45.020 of the Syracuse City Code dictates that no less than six (6) members of the community shall be appointed and serve on the Syracuse City Arts Council; and

WHEREAS Arts Council leadership has requested the appointment of Heather Sachs and Taylor Sachs to the Arts Council.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH, AS FOLLOWS:

Section 1. Appointment.

- Heather Sachs and Taylor Sachs are hereby appointed to serve on the Syracuse City Arts Council with their terms expiring June 30, 2027.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 12th DAY OF September, 2023.

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, City Recorder Dave Maughan, Mayor

COUNCIL AGENDA
September 12, 2023

Agenda Item **#6** **Proclamation declaring September as American Founders and Constitution Month**

Factual Summation

- The Utah Legislative session in early 2023 passed a bipartisan bill designating the month of September as American Founders and Constitution Month. The bill "encourages all civic, fraternal and religious organizations…to recognize and observe this occasion through appropriate programs, meetings, services, or celebrations."

- To recognize the significance of American Founders and Constitution Month, City activities include an essay contest, a photography contest, and social media posts.

- Any questions regarding this agenda item may be directed to City Manager Brody Bovero or Kara Finley.

Proclamation

A **PROCLAMATION** declaring September as “American Founders and Constitution Month” in the City of Syracuse, Utah.

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to the rule of law; and

WHEREAS, September 17, 2023 will mark the two-hundred and thirty-sixth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as “Constitution Week; and

WHEREAS, the State of Utah has declared that the month of September shall be commemorated annually as American Founders and Constitution Month to encourage all civic organizations to recognize and observe the occasion.

NOW, THEREFORE, I, Dave Maughan, Mayor of the City of Syracuse, do hereby proclaim the month of September as:

American Founders and Constitution Month

in the City of Syracuse, and I ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

Syracuse City

AMERICAN FOUNDERS'
AND CONSTITUTION MONTH

Essay Contest

THEME: WHAT THE US CONSTITUTION MEANS TO ME, LIVING IN SYRACUSE, UT

We encourage students to submit an essay exploring how the US Constitution has impacted their lives while reflecting on its historical relevance.

1ST PLACE $150 * 2ND PLACE $75 * 3RD PLACE $50* 4TH PLACE $25

Requirements:

- Open to Syracuse City residents in grades 7-12.
- Essays should 750-1,000 words (2 pgs), typed, with entrant name on each page.
- Must be original, unpublished work and not infringe on intellectual property rights.
- Entrants younger than 18 years old must obtain parental consent.

Timeline:

- Sept. 20, 2023: Essays must be submitted before 5 PM MST on the www.SyracuseUT.gov website
- Sept. 22-25, 2023: Essays judged
- Sept. 26, 2023: Winners are announced

SYRACUSE CITY EST. 1935
The Gateway to Antelope Island

SCAN TO ENTER

AMERICAN FOUNDERS AND CONSTITUTION MONTH

PHOTOGRAPHY CONTEST



THEME:

Syracuse: Sweet Land of Liberty

What do you love about America and living in Syracuse?
We're looking for Syracuse City residents to show us why they love living here!

We invite you to capture the freedoms that surround us, highlight the beauty of liberty, and showcase the red, white, and blue.

TAKE A SHOT TO SEE IF YOU CAN EARN A PRIZE!

PRIZES:

- ★ **1st place: $50 Gift Card and Community Center Family Month Pass**
- ★ **2nd place: $25 Gift Card and Community Center Family Month Pass**
- ★ **3rd place: Community Center Punch Pass**

Open to Syracuse City, Utah residents at least 8 years old. Entries should include a one-sentence caption. One entry per individual. Submit an entry at www.SyracuseUT.gov!

SCAN TO ENTER

SYRACUSE EST. CITY 1935

Entries will be posted to the City Facebook page. Winners will be determined in order of the most likes received by public vote.

TIMELINE:

- ★ **Entry Window: September 1–20, 2023**
- ★ **Judging: September 22-28, 2023 by 4 PM**
- ★ **Winners Announced: September 29, 2023**

Terms and Conditions: Contest is open to Syracuse, Utah residents who are at least eight years old. Entrants younger than 18 years old must obtain parental consent prior to entering. Entries must be submitted in a digital format (jpeg, jpg, pdf, png). Minor burning, dodging, and/or color correction is acceptable. Cropping is acceptable, as are fish-eye lenses. Any changes to the original photograph not itemized here are unacceptable and will render the photograph ineligible. Photographs must be taken no more than six months before the date of entry. Photographs must have been taken in Syracuse City, Utah and may not be AI-generated or adapted. Entry must be the submitting entrant's own, previously unpublished work and not feature or focus on any material owned or controlled by third parties. Entrants must have received permission from anyone in a submitted photograph to use their image. Entrant must provide upon request all appropriate clearances, permissions, and releases. Photographs must be family-friendly and not include content that is obscene, inappropriate, libelous, or otherwise objectionable. Entrants agree the photograph and entrants name may be shared publicly.

COUNCIL AGENDA

September 12, 2023

Agenda Item #7

A RESOLUTION OF THE CITY COUNCIL OF SYRACUSE CITY, UTAH, AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE MUNICIPAL BUILDING AUTHORITY OF SYRACUSE CITY, UTAH (THE "AUTHORITY"), A GROUND LEASE AGREEMENT AND A BOND PURCHASE CONTRACT; AUTHORIZING THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS LEASE REVENUE BONDS, SERIES 2023, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $13,000,000; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY BY THE AUTHORITY OF A GENERAL INDENTURE OF TRUST, A SUPPLEMENTAL INDENTURE OF TRUST, A BOND PURCHASE CONTRACT, CERTAIN SECURITY DOCUMENTS, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING AND APPROVING THE DISTRIBUTION AND USE OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

Factual Summation

- Any questions regarding this item may be directed at Admin. Services Director Stephen Marshall. Please see the attached draft bond resolution.

- The Municipal Building Authority is a separate legal entity from Syracuse City Corporation. It was established in August 2006 to allow the City to streamline the funding and construction of city facilities. The MBA borrows funding, constructs facilities, and leases them to the City. The lease payments made by the City provide the revenue for the MBA to make the debt payments. Eventually the debt will be paid off and the properties will be deeded to the City. The executive board of the MBA is comprised of the Mayor and Council of Syracuse City.

- This parameters resolution sets forth the maximum allowable dollars the council is willing to fund for station 32 construction. It also sets maximum rates and par value in the resolution. This does not mean we will borrow $13,000,000, however, it will give us some flexibility in case the costs of the station increase before construction begins.

- Since the MBA and Syracuse City are two separate legal entities, we have two separate resolutions – one for Syracuse City and the other for the MBA.

- There is a better chance of getting lower rates if we take the bonds to the market. However, there is no flexibility to refinance the bonds for 10 years. The direct

purchase option gives us more flexibility if interest rates decrease. However, rates are a little higher than the market option.

Recommendation

Council consider approving resolution for bond allowing the bons to be taken to the market.

Syracuse, Utah

September 12, 2023

The City Council (the "Council") of Syracuse City, Utah (the "City"), met in regular session at 6:00 p.m. on September 12, 2023, with the following members present:

Dave Maughan	Mayor
Lisa W. Bingham	Councilmember
Jennifer Carver	Councilmember
Jordan Savage	Councilmember
W. Seth Teague	Councilmember
Paul Watson	Councilmember

Also present:

Brody Bovero	City Manager
Stephen Marshall	Administrative Services Director
Cassie Brown	City Recorder

Absent:

The meeting was duly called to order and the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this September 12, 2023, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of the City. The resolution is as follows:

RESOLUTION R23-28

A RESOLUTION OF THE CITY COUNCIL OF SYRACUSE CITY, UTAH, AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE MUNICIPAL BUILDING AUTHORITY OF SYRACUSE CITY, UTAH (THE "AUTHORITY"), A GROUND LEASE AGREEMENT AND A BOND PURCHASE CONTRACT; AUTHORIZING THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS LEASE REVENUE BONDS, SERIES 2023, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $13,000,000; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY BY THE AUTHORITY OF A GENERAL INDENTURE OF TRUST, A SUPPLEMENTAL INDENTURE OF TRUST, A BOND PURCHASE CONTRACT, CERTAIN SECURITY DOCUMENTS, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING AND APPROVING THE DISTRIBUTION AND USE OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of Syracuse City, Utah (the "City") has previously authorized and directed the creation of the Municipal Building Authority of Syracuse City, Utah (the "Authority"); and

WHEREAS, pursuant to the direction of the City, the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the Constitution and laws of the State of Utah, including, in particular, the provisions of the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the "Building Authority Act"); and

WHEREAS, under the Articles of Incorporation of the Authority (the "Articles"), the objects and purposes for which the Authority has been founded and incorporated are to construct, acquire, improve or extend one or more projects and to finance their costs on behalf of the Authority in accordance with the procedures and subject to the limitations of the Building Authority Act in order to accomplish the public purpose for which the Authority exists; and

WHEREAS, pursuant to the provisions of the Building Authority Act and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (together, the "Act"), the Authority has authority to issue its lease revenue bonds for the purpose of financing certain improvements for and on behalf of the Authority; and

WHEREAS, under the direction of the City, the Governing Board of the Authority (the "Governing Board") has the authority to issue the Authority's Lease Revenue Bonds,

Series 2023 (the "Series 2023 Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Authority) in an aggregate principal amount of not to exceed $13,000,000 to (a) finance the acquisition and construction of, and furnishing and equipping of improvements to, a new fire station and related improvements (collectively, the "2023 Project"); (b) fund any required deposits to a debt service reserve fund; and (c) pay costs associated with the issuance of the Series 2023 Bonds; and

WHEREAS, the Series 2023 Bonds are to be issued pursuant to a General Indenture of Trust (the "General Indenture") and a First Supplemental Indenture of Trust (the "First Supplemental Indenture" and together with the General Indenture, the "Indenture"), each by and between the Authority and a trustee, substantially in the forms presented to the Council at this meeting and are attached hereto as Exhibit B; and

WHEREAS, it is anticipated that the City will be the owner of a fee simple interest to the site on which the 2023 Project may be located and the City desires to lease such property to the Authority pursuant to the terms and provisions of a Ground Lease Agreement (the "Ground Lease"), in substantially the form presented to the Council at this meeting and attached hereto as Exhibit C and herein authorized and approved; and

WHEREAS, the 2023 Project is to be leased to the City, on an annually renewable basis, by the Authority pursuant to the terms and provisions of a Master Lease Agreement (the "Lease"), by and between the Authority and the City, in substantially the form presented to the Council at this meeting and attached hereto as Exhibit D; and

WHEREAS, to further secure its payment obligations under the Indenture, the Authority proposes to grant a lien on and security interest in the 2023 Project pursuant to: (i) a Leasehold Deed of Trust, Assignment of Rents and Security Agreement and (ii) an Assignment of Ground Lease in substantially the forms presented to this meeting and attached hereto as Exhibit E (collectively the "Security Documents"); and

WHEREAS, the Authority by its Resolution dated the date hereof (the "Authority Resolution") has or is expected to authorize, approve and direct (i) the execution of the Indenture, the Ground Lease, the Lease, and the Security Documents; (ii) the issuance of the Series 2023 Bonds; and (iii) the financing of the 2023 Project; and

WHEREAS, there has been presented to the Council at this meeting a form of a Bond Purchase Contract (the "Bond Purchase Contract") to be entered into among the Authority, the City and a purchaser/underwriter selected by the Authority for the Series 2023 Bonds (the "Purchaser/Underwriter"), in substantially the form attached hereto as Exhibit F; and

WHEREAS, in connection with the issuance of the Series 2023 Bonds, the City desires to authorize the use and distribution of a Preliminary Official Statement (the "Preliminary Official Statement") in substantially the form attached hereto as Exhibit G, and to approve a final Official Statement (the "Official Statement") in substantially the form as the Preliminary Official Statement, and other documents relating thereto; and

WHEREAS, (i) the plans and specifications for the 2023 Project, including a certificate of the engineer/architect responsible for planning the 2023 Project (which certificate sets forth the estimated useful life of the 2023 Project) and (ii) the estimated costs of the 2023 Project are set forth in Exhibit H hereto and are hereby submitted to the Council for its approval; and

WHEREAS, the Authority may not exercise any of its powers without prior authorization by the City, and therefore it is necessary that the City authorize certain actions by the Authority in connection with the transactions contemplated hereby in connection with the issuance of the Series 2023 Bonds; and

WHEREAS, the City desires to improve and promote the local health and general welfare of the citizens of the City by entering into the documents and taking the actions described above; and

WHEREAS, the City desires to (i) approve and direct the execution of the Ground Lease, the Bond Purchase Contract, and the Lease by the City; (ii) authorize the issuance of the Series 2023 Bonds and the financing of the 2023 Project by the Authority; (iii) authorize the execution of the Ground Lease, the Lease, the Indenture, the Bond Purchase Contract, the Security Documents and the Official Statement; (iv) authorize and approve the distribution and use of the Preliminary Official Statement and the Official Statement; (v) approve the plans and specifications for the 2023 Project and the estimated costs of the 2023 Project; and (vi) authorize certain other acts to be taken by the Authority in connection therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH AS FOLLOWS:

Section 1. All terms defined in the recitals hereto shall have the same meaning when used herein. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the City and by the officers of the Authority directed toward the issuance of the Series 2023 Bonds and the financing of the 2023 Project are hereby ratified, approved and confirmed.

Section 2. The City hereby finds and determines, pursuant to the Constitution and laws of the State of Utah, that the leasing of the 2023 Project under the terms and provisions and for the purposes set forth in the Lease and the other documents, instruments and conveyances hereinafter approved and authorized, is necessary, convenient and in furtherance of the governmental and proprietary purposes of the City and is in the best interest of the citizens of the City, and the City hereby authorizes, approves and directs the issuance and sale of the Series 2023 Bonds by the Authority in accordance with the provisions of the Indenture and the leasing of the 2023 Project in the manner provided in the Lease and the Ground Lease.

Section 3. The Ground Lease, the Lease, the Indenture, the Security Documents and the Bond Purchase Contract, in substantially the respective forms presented to the Council at this meeting and attached hereto as exhibits, are in all respects

approved, authorized, and confirmed, and the Mayor or the Mayor pro tem, in the absence of the Mayor, is authorized to approve the final terms thereof and to execute and deliver the Ground Lease, the Lease and the Bond Purchase Contract in the forms and with substantially the same content as attached hereto for and on behalf of the City with final terms as may be established for the Series 2023 Bonds by the Authority and with such alterations, changes or additions as may be necessary or as may be authorized herein. When authorized by the Governing Board of the Authority, the City hereby approves and authorizes the execution and delivery of the Bond Purchase Contract, the Lease, the Indenture, the Security Documents and the Ground Lease, by the Authority in substantially the forms presented to the Council at this meeting and attached hereto as exhibits for and on behalf of the Authority.

Section 4. The Council hereby authorizes the financing of the 2023 Project and the delegation by the Authority, to certain officers of the Authority, the ability to set the final terms of the Series 2023 Bonds within the parameters established by the Authority in the Authority Resolution, which parameters are as follows: maximum aggregate principal amount shall not exceed $13,000,000; the maximum interest rate shall not exceed 5.50% per annum; the maximum maturity shall not exceed twenty-six (26) years from the dated date of the Series 2023 Bonds; and the maximum discount from par at which the Series 2023 Bonds may be sold shall not exceed 2.00%.

Section 5. Should the Authority determine to have the Series 2023 Bonds underwritten, the Council hereby authorizes the distribution and use of the Preliminary Official Statement, in the form attached hereto as Exhibit G, in the marketing of the Series 2023 Bonds and hereby approves the distribution and use of the Official Statement in substantially the same form as the Preliminary Official Statement.

Section 6. For the purpose of providing funds to (a) finance the 2023 Project, (b) fund any required deposits to a debt service reserve fund, and (c) pay costs associated with the issuance of the Series 2023 Bonds and for such other purposes as may be authorized under the Indenture, the Authority shall issue the Series 2023 Bonds which shall be designated the "Municipal Building Authority of Syracuse City, Utah Lease Revenue Bonds, Series 2023" (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Authority, provided that the terms of the Series 2023 Bonds shall not exceed the parameters referenced in Section 4 herein). The Series 2023 Bonds shall be dated, shall bear interest, and shall mature as set forth in the First Supplemental Indenture.

Section 7. The Authority is authorized to issue and sell the Series 2023 Bonds to the Purchaser/Underwriter thereof pursuant to the terms of the Bond Purchase Contract in the aggregate principal amount of not to exceed $13,000,000 and at the purchase price set forth therein. The Series 2023 Bonds shall be dated as of their date of delivery, shall bear interest, and mature as set forth in the First Supplemental Indenture.

Section 8. The form, terms, and provisions of the Series 2023 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Series 2023 Bonds shall

mature prior to the expiration of the estimated useful life of the 2023 Project. The Chair-President of the Authority, including any authorized official acting in the Chair-President's place, is hereby authorized to execute the Series 2023 Bonds, to place thereon the seal of the Authority and to deliver the Series 2023 Bonds to the Purchaser/Underwriter. The Secretary-Treasurer of the Authority is authorized to attest to the signature of the Chair-President and affix the seal of the Authority to the Series 2023 Bonds and to authenticate the Series 2023 Bonds. The signatures of the Chair-President and of the Secretary-Treasurer may be by facsimile or manual execution.

Section 9. The appropriate officers of the City and the Authority are authorized to take all actions necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and are authorized to take all actions necessary in conformity with the Act and the Articles to finance the 2023 Project, and to lease the 2023 Project pursuant to the Lease, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Indenture and the sale and delivery of the Series 2023 Bonds.

Section 10. Upon their issuance, the Series 2023 Bonds will constitute special limited obligations of the Authority payable solely from and to the extent of the sources set forth in the Series 2023 Bonds, the Indenture and the Security Documents. No provision of this Resolution, the Lease, the Ground Lease, the Indenture, the Series 2023 Bonds, the Bond Purchase Contract, the Security Documents, the Official Statement, nor any other instrument authorized hereby, shall be construed as creating a general obligation of the Authority or of creating a general obligation of the City, the State of Utah or any political subdivision of the State of Utah, nor as incurring or creating a charge upon the general credit of the City or against its taxing powers. The City shall not be obligated to pay out of its funds, revenues, or accounts, or to make any payment in respect of the Series 2023 Bonds, except in connection with the payment of Base Rentals, Additional Rentals, and Purchase Option Price pursuant to the Lease (as those terms are defined in the Lease), which are subject to annual appropriation by the City in accordance with the provisions of the Lease. The Authority has no taxing power.

Section 11. The Mayor or Mayor pro tem is hereby authorized to make any alterations, changes or additions in the Lease, the Ground Lease, the Bond Purchase Contract, and the Official Statement herein approved and authorized necessary to correct errors or omissions therein, to remove ambiguities therefrom, or to conform the same to other provisions of such instruments, to the provisions of this Resolution, or any resolution adopted by the City or the Authority, to the agreements with the Purchaser/Underwriter or the provisions of the laws of the State of Utah or the United States, the approval of all such alterations, changes, or additions to be conclusively established by the execution thereof.

Section 12. The appropriate officials of the Authority are authorized to make any alterations, changes, or additions in the Lease, the Ground Lease, the Indenture, the Bond Purchase Contract, the Security Documents, and the Official Statement herein authorized and approved which may be necessary to correct errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the provisions of this Resolution, or any resolution adopted by the City or the Authority,

to the agreements with the Purchaser/Underwriter, or the provisions of the laws of the State of Utah or the United States, approval of all such alterations, changes, or additions to be conclusively established by the execution thereof.

Section 13. If any provisions of this resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this resolution or the exhibits.

Section 14. The City Recorder is hereby authorized to attest to all signatures and acts of any proper official of the City, and, as necessary, to place the seal of the City on the Lease, the Bond Purchase Contract, the Ground Lease and the Official Statement. The Mayor and other proper officials of the City and each of them, are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the matters herein authorized. Any action authorized to be taken by the Mayor of the City may, in his/her absence, be taken by the Mayor pro tem.

Section 15. The Secretary-Treasurer or other authorized officer of the Authority is hereby authorized to attest to all signatures and acts of any proper official of the Authority, and, as necessary, to place the seal of the Authority on the Lease, the Ground Lease, the Indenture, the Security Documents, the Bond Purchase Contract, and any other documents authorized, necessary or proper pursuant to this Resolution or any Resolution of the Authority. The appropriate officials of the Authority, and each of them, are hereby authorized to execute and deliver for and on behalf of the Authority any or all additional certificates, documents, and other papers to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this resolution. Any action authorized to be taken by the Chair-President may, in his/her absence, be taken by the Vice-Chair of the Authority.

Section 16. The appropriate officers of the City are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby.

Section 17. This Resolution shall become effective immediately upon adoption by the City.

Section 18. All bylaws, orders and resolutions of the City or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as revising any bylaw, order, resolution, or ordinance or part thereof.

PASSED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH THIS SEPTEMBER 12, 2023.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

I, Cassie Brown, the undersigned duly qualified and acting City Recorder of Syracuse City, Utah (the "City"), do hereby certify as follows:

(a) That the foregoing typewritten pages constitute a full, true and correct copy of the record of proceedings of the City Council taken at a meeting thereof held on September 12, 2023, commencing at the hour of 6:00 p.m. insofar as said proceedings relate to the consideration and adoption of a resolution authorizing the creation of a building authority; that I personally attended said meeting, and that the proceedings were in fact held as in said minutes specified.

(b) That due, legal and timely notice of said meeting was served upon all members as required by law and the rules and ordinances of the City.

(c) That the above resolution was deposited in my office on September 12, 2023, has been recorded by me, and is a part of the permanent records of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and affixed the seal of the City this September 12, 2023.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Cassie Brown, the undersigned City Recorder of Syracuse City, Utah (the "City"), do hereby certify, according to the records of the City Council of the City (the "Council") in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the September 12, 2023 public meeting held by the Council as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice to be published on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2023 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council to be held during the year, by causing said Notice to be (i) posted on _____, at the principal office of the City, (ii) posted on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year, and (ii) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 12, 2023.

By:_____
City Recorder

(SEAL)

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM OF GENERAL INDENTURE AND
FIRST SUPPLEMENTAL INDENTURE

EXHIBIT C

GROUND LEASE AGREEMENT

EXHIBIT D

MASTER LEASE AGREEMENT

EXHIBIT E

SECURITY DOCUMENTS

EXHIBIT F

BOND PURCHASE CONTRACT

EXHIBIT G

PRELIMINARY OFFICIAL STATEMENT

EXHIBIT H

CERTIFICATE OF USEFUL LIFE

COUNCIL AGENDA

September 12, 2023

Adoption of the Syracuse 2500 W CRA Project Area Plan and Budget

Summary

With the goal of fostering economic development that will benefit the residents of the city in the form of jobs, property tax revenue, and a more diverse economy, the city has created a draft 2500 w Community Reinvestment Area Project Area Plan and Budget. As required by state law, notice of the plan adoption and public hearing has been sent to properties within the area. The following is a short list of common questions asked by the residents who recieved the letter:

What is a CRA? A Community Reinvestment Area (CRA) is a property tax tool that diverts property taxes from the taxing entities the the Syracuse Redevelopment Agency. The diverted funds can then be used to fund infrastructure, improvements, and assist businesses to locate within the project area.

How will this affect my property taxes? The CRA diverts property taxes from the taxing entities (school district, county, etc.) and not individual home owners. Property tax assesment will not be changed for homeowners.

Does this approve any specific development? No. Any development plans will follow all standard procedures for rezone, site plan, building permits, etc with associated staff reviews and public hearings. The creation of the CRA is laying the tax framework to encourage development of light industrial and commercial in the large fields of vacant land but specific plans for development will come forward at a future time.

Goal of Discussion

Vote to approve, approve with conditions, table, or deny this item.

Mayor
Dave Maughan

City Council
Lisa Bingham
Jennifer Carver
Jordan Savage
Seth Teague
Paul Watson

City Manager
Brody Bovero

August 3, 2023

TO: Each record owner of property located within the Project Area described below

Re: Syracuse 2500 W Community Reinvestment Project Area Plan

The Syracuse City Redevelopment Agency (the "Agency") will hold a public hearing on SEPTEMBER 12, 2023 at 6:00 p.m. in the City Council chambers located at 1979 West 1900 South, Syracuse, Utah to consider the Syracuse 2500 W Community Reinvestment Project Area Plan (the "Plan") for a community development project area (the "Project Area") located between the following boundaries: North edge of ROW of Hwy 193/North border of Syracuse City shared with West Point, East edge of ROW 2000 W/ Hwy 108, South border of 700 S ROW, West edge of 3000 W ROW. Legal descriptions of the parcels which are included in the proposed CDA are listed in the Plan. A project area map is enclosed for your review.

The Plan is available, including property details, for inspection at the Agency's office located at 1979 West 1900 South, Syracuse, Utah, during regular business hours. You may ask questions or request a copy of the draft plan at no cost, by contacting the Community Development Office at 801-614-9672 or at 1979 West 1900 South, Syracuse, Utah. An electronic, printable version is available at the City's website at www.syracuseut.gov.

If approved, then property tax generated by new development will be used to implement the purposes of the plan. The plan will not result in new or higher taxes for existing uses within the plan area. The purpose of the public hearing is to take comments from interested persons who may appear and comment on the Plan, including whether it should be revised, approved, or rejected.

You are invited to submit comments to the Agency concerning the Plan before the date of the hearing at the Agency's office located at 1979 West 1900 South, Syracuse, Utah. Any person objecting to the Plan or contesting the regularity of any of the proceedings to adopt the Plan may appear before the Agency at the hearing to show cause why the Plan should not be adopted.

Sincerely,

Noah Steele
Community and Economic Development Director
Syracuse City Redevelopment Agency



Redevelopment Agency of Syracuse City

DRAFT Syracuse 2500 West Community Reinvestment Area Project Area Budget

June 2023

ZIONS PUBLIC FINANCE, INC.

SYRACUSE CITY 2500 WEST PROJECT AREA BUDGET

The following narrative has been prepared in accordance with Utah Code §17C-5-303 for an Agency that receives tax increment.

This Budget is prepared in good faith as a current reasonable estimate of the economic impact of projected development and redevelopment within the Project Area. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this Budget represents the reasonable expectations of the Agency. The Agency makes no guarantee that the projections contained in this Budget or the Project Area Plan for the Project Area accurately reflect the future development and/or redevelopment within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Act, now and as may be amended; this Budget shall not be interpreted to limit or restrict the powers of the Agency as granted by the Act. The actual amount of tax increment received by the Agency will be determined solely by interlocal agreement(s) between the Agency and the various taxing entities; this Budget does not control the flow of tax increment money, nor does it entitle the Agency to receive money from tax increment or any other source.

1(A). THE BASE TAXABLE VALUE [17C-5-303(1)(A)]

The base taxable value is the year 2022 value of $27,587,932.

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1(B). PROJECTED AMOUNT OF TAX INCREMENT TO BE GENERATED WITHIN THE PROJECT AREA [17C-5-303(1)(B)]

The projected amount of tax increment to be generated within the Project Area over 15 years is over $33 million.

TABLE 1: INCREMENTAL PROPERTY TAX REVENUES FOR 15 YEARS

100% of Tax Increment	Tax Rate	Total – 15 Years	NPV – 15 Years*
Davis County	0.001435	$3,947,494	$2,713,945
Multi-County Assessing	0.000012	$33,010	$22,695
County Assessing	0.000161	$442,890	$304,491
Davis County School District	0.007642	$21,022,125	$14,452,940
Syracuse	0.001653	$4,547,183	$3,126,238
Weber Basin Water Conservancy District	0.000132	$363,114	$249,645
Davis County Mosquito Abatement District	0.000099	$272,336	$187,234
North Davis Sewer District	0.000682	$1,876,091	$1,289,833
County Library	0.000289	$795,001	$546,572
Total	**0.012105**	**$33,299,244**	**$22,893,594**

*NPV = net present value discounted at 4 percent

1(C). Project Area Funds Collection Period [17C-5-303(1)(C)]

The anticipated collection period is 15 years.

1(D). Projected Amount of Tax Increment to be Paid to Other Taxing Entities [17C-5-303(1)(D)]

The projected amount of incremental tax revenue to be paid to the taxing entities over 15 years is over $12.8 million. In addition, the taxing entities will continue to receive the full amount of property tax revenues generated by the current base taxable value.

Table 2: Incremental Property Tax Revenues Paid to Taxing Entities for 15 Years

Incremental Tax Revenues to Taxing Entities	Tax Rate	Total – 15 Years	NPV – 15 Years*
Davis County	0.001435	$1,578,998	$1,085,578
Multi-County Assessing	0.000012	$33,010	$22,695
County Assessing	0.000161	$442,890	$304,491
Davis County School District	0.007642	$8,408,850	$5,781,176
Syracuse - Boyer Development	0.001653	$0	$0
Syracuse - Other Development	0.001653	$1,036,581	$688,108
Weber Basin Water Conservancy District	0.000132	$145,246	$99,858
Davis County Mosquito Abatement District	0.000099	$108,934	$74,894
North Davis Sewer District	0.000682	$750,436	$515,933
County Library	0.000289	$318,000	$218,629
Total		**$12,822,945**	**$8,791,362**

*NPV = net present value discounted at 4 percent

1(E). If the Area From Which Tax Increment is Collected is Less Than the Entire Project Area [17C-5-303(1)(E)]

Not applicable.

1(F). The Percentage of Tax Increment the Agency is Authorized to Receive [17C-5-303(1)(F)]

The percentage of tax increment that the Agency is authorized to receive will be established by the interlocal agreements between the Agency and the various taxing entities. The Agency anticipates requesting participation from the taxing entities for 60 percent of tax increment for a period of up to 15 years. In addition, the Agency will receive 100 percent of tax increment from Syracuse City for the Boyer portion of the development and 60 percent from Syracuse City for other development at the site.

1(G). The Maximum Cumulative Dollar Amount of Tax Increment the Agency is Authorized to Receive from the Project Area [17C-5-303(1)(G)]

The maximum amount of tax increment the Agency is authorized to receive will be dictated by the interlocal agreements between the Agency and the various taxing entities. The Agency anticipates requesting a maximum amount of approximately $20 million. This amount could be reduced if grants are received that aid in the construction costs for the identified capital improvements necessary for the area.

2. If the Agency Receives Sales and Use Tax Revenue [17C-5-303(2)(A) and (B)]

Not applicable.

3. Amount of Project Area Funds the Agency Will Use to Implement the Project Area [17C-5-303(3)]

The Agency estimates that its funds will be used as follows but reserves the right to maintain flexibility with the funds and not to adhere strictly to the items listed below. All Agency funds will be used for infrastructure, administrative or economic development purposes within the Project Area. Administrative funds have been calculated based on 1.0 percent of Agency tax increment receipts annually. In addition, ten percent of Agency receipts, in years where total increment exceeds $100,000, have been set aside for housing projects. Housing funds do not need to be spent within the Project Area. The remaining funds are allocated primarily for possible improvements as follows:

Table 3: Proposed Improvements

Improvements	Amount
2500 W (700 S to SR-193)	$8,226,900
700 S Improvements	$1,737,500
450 S (2500 W to 2000 W)	$4,378,125
435 S Improvements	$1,027,500
2750 W/2250 W Right In Right Out	$2,659,200
TOTAL	**$18,029,225**

4. The Agency's Combined Incremental Value [17C-5-303(4)]

The Agency has four active project areas with a total combined incremental value of $143,311,575.

Table 4: Combined Incremental Value

Existing Project Areas	Incremental Taxable Value
Syracuse 750 West RDA	$27,917,315

Existing Project Areas	Incremental Taxable Value
Syracuse Town Center (1700 South) RDA	$22,293,811
Syracuse SR 193 EDA	$79,351,520
Syracuse Antelope Drive CDA	$13,748,929
TOTAL	**$143,311,575**
Source: Utah State Tax Commission, Property Tax Division	

5. The Amount of Project Area Funds That Will Be Used to Cover the Cost of Administering the Project Area [17C-5-303(5)]

The Agency is requesting that 1.0 percent of revenues received be set aside for administrative purposes. The projected total amount of administrative costs over the 15-year timeframe is nearly $205,000. In addition, Davis County requires that the same percentage of administrative increment paid to the Agency be paid to the County, based on the increment the County contributes to the Agency. Therefore, it is anticipated that Davis County will receive nearly $24,000 in administrative revenues over 15 years.

6. For Property That the Agency Owns and Expects to Sell, the Expected Total Cost of the Property to the Agency and the Expected Sale Price [17C-5-303(6)]

The Agency does not currently own any property in the project area.



Redevelopment Agency of Syracuse City

DRAFT Syracuse 2500 West Community Reinvestment Area Project Area Plan

June 2023

ZIONS PUBLIC FINANCE, INC.

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Background and Overview

The Redevelopment Agency of Syracuse City (the "Agency"), following thorough consideration of the needs and desires of Syracuse City (the "City") and its residents, as well as the need of and capacity for new development, has prepared this Community Reinvestment Project Area Plan (the "Plan") for 2500 W Project Area (the "Project Area") described in more detail below.

In accordance with the terms of this Plan, the Agency will encourage, promote and provide for the development of primarily industrial space within the Project Area. The Project Area covers 338 total acres of which 268 are considered to be developable.

It is anticipated that the project will generate significant economic activity in the region through the creation of temporary construction jobs, full-time employment for ongoing jobs, the generation of additional tax revenues, and diversification through new business opportunities. However, infrastructure to the Project Area is currently lacking with regards to gas, communications, sewer, power, roads and City utilities.

This Plan will govern development within the Project Area, including the capture and use of tax increment to construct new roads and improve existing roads to reduce traffic congestion, and to promote and incentivize new development and investment in existing development. The purpose of this Plan clearly sets forth the aims and objectives of this development, its scope, available incentives and the mechanism for funding such incentives, and the value of the Plan to the residents, businesses and property owners, and taxing entities in this area.

The Agency has determined that the area meets the criteria for creation of a Community Reinvestment Area ("CRA"). The area offers the opportunity to incentivize the operation and further development of an employment center comprised of industrial space that will attract private capital investment, contribute to the tax base, create jobs, and otherwise contribute to the economic vitality and prosperity of Syracuse, Utah.

Creation of the CRA will allow property owners and/or developers within the Project Area the opportunity to request incentives funded through participation by the various taxing entities that levy taxes on the property within the project area.

This document is prepared in good faith as a current reasonable estimate of the economic impact of this Project. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this report represents the reasonable expectations of the Project.

The ordering of sections of this Project Area Plan document is consistent with the presentation of requirements and other criteria for CRA development as set forth in Utah Code § 17C-5-105.

1. Recitals of Prerequisites for Adopting a Community Development Project Area Plan

a) Pursuant to the provisions of §17C-5-103 of the Act, the governing body of the Redevelopment Agency of Syracuse City adopted a resolution on June 14, 2022, designating a survey area in which reinvestment Project Areas can be created; and

b) Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, Syracuse City has a planning commission and general plan as required by law; and

c) Pursuant to the provisions of §17C-5-104(3) of the Act, the Agency will conduct one or more public hearings for the purpose of informing the public about the Project Area and allowing public input as to whether the draft Project Area Plan should be revised, approved, or rejected.

d) Pursuant to the provisions of §17C-5-104(3)(b) and (d) of the Act, the Agency made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the Plan hearing, allowed public comment on the Project Area Plan and will hold a public hearing on the draft Plan on August 8, 2023.

2. Definitions

As used in this Community Reinvestment Project Area Plan:

1. The term "**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

2. The term "**Agency**" shall mean the Syracuse City Redevelopment Agency, a separate body corporate and politic created by the City pursuant to the Act.

3. The term "**Base taxable value**" shall mean the base taxable value of the property within the Project Area from which tax increment will be collected, as shown upon the assessment roll last equalized before the date the Project Area Plan is adopted by the City legislative body; OR as provided within an interlocal agreement created under §17C-5-204 of the Act.

4. The term "**City**" shall mean Syracuse City, Utah.

5. The term "**Community**" shall mean Syracuse City, Utah.

6. The term **"Community development"** shall mean development activities within the community, including the encouragement, promotion, or provision of development.

7. The term "**Developer"** shall mean the entities investing in the development in the area.

8. The term "**Effective date**" shall have the same meaning as established under §17C-5-110 of the Act.

9. The term "**Legislative body**" shall mean the City Council of Syracuse City which is the legislative body of the Community.

10. The term **"Plan Hearing"** means the public hearing on the draft Project Area Plan required under Subsection 17C-5-104(e) of the Act.

11. The term "**Project Area**" shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (Exhibits A & B).

12. The term "**Project Area Budget**" shall mean the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area prepared in accordance with Part 3 of §17C-5 of the Act.

13. The term **"Project Area Plan"** or **"Plan"** shall mean the written plan that, after its effective date and adoption pursuant to the provisions of the Act, guides and controls the community development activities within the Project Area.

14. The terms "**Tax," "Taxes," "Property tax" or "Property taxes"** includes all levies on an ad valorem basis upon real property, personal property, or other property, tangible or intangible.

15. The term "**Taxing entity**" shall mean any public entity that levies a tax on property within the Project Area.

16. The term "**Tax increment**" shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the area designated in the Project Area Plan as the area from which tax increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be generated from that same area using the base taxable value of the property.

3. Project Area Boundaries and Map [17C-5-105(1)]

The area identified for study (see map in Appendix A and legal description in Appendix B) consists of 338 total acres. A general description of the border is the north edge of ROW of Hwy 193/north border of Syracuse City shared with West Point, then along the east edge of ROW 2000 W/ Hyw 108, then along the south border of 700 S ROW, and then along the west edge of 3000 W ROW.

4. General Statement of Existing Land Uses, Layout of Principal Streets, Population Densities, Building Intensities and How They will be Affected by the Project Area Development [17C-5-105(2)]

A. Existing Land Uses in the Project Area

There are three primary land uses within the Project Area. These include 1) 71 acres of single-family homes on lots ranging from 0.21 acre to 2.74 acres; 2) 224 acres of agricultural lands; 3) 43 acres occupied by 193, 2000 W, 700 s and 3000 W right of ways. 166.79 acres are tax exempt. The LDS church owns 155.209 of the exempt acres with UDOT owning the rest. Zoning for the property is A-1, R-1 and R-2.

B. Layout of Principal Streets in the Project Area

Highway 193 runs along the northern border and is a state highway. Highway 108, also known as 2000 W, runs along the eastern border and is also a state highway. 700 South is a 66' collector road owned and maintained by the City. The western border is 3000 West which is also a 66' collector owned by the City. On the western side of the area there are two City neighborhood streets named 2925 West and 435 South. Both roads were built to service the Kristalyn Gardens subdivision. 435 South stubs to the east to accommodate future growth.

C. Population Densities in the Project Area

There are 97 single family homes in the Project Area. Population estimates for the 97 homes with an estimated 3.81 persons per household (ACS 5-year estimate) is 370 people. The current density, based on developable acres in the Project Area, is 1.4 persons per acre. The Plan contemplates that additional multi-family housing may be developed but there are no specific plans for multi-family development at the present time.

D. Building Intensities in the Project Area

There are 97 single family homes in the area along with the accompanying barns and accessory structures to support the agricultural activities behind the homes. Total building square footage based on data from the Assessor's Office is approximately 156,446 square feet. Taking the 156,446 square feet building square feet and dividing by 11,674,080 square feet of developable area (268 acres x 43,650 sf per acre) results in an existing floor area ratio of 0.013.

The Plan contemplates the addition of approximately 1,148,000 square feet of industrial space and an additional 190,000 square feet of commercial space for a total of 1,338,000 square feet of new development. Based on developable acres, this would increase the existing floor area ratio to 0.128.

5. Standards That Will Guide the Project Area Development [17C-5-105(3)]

The general standards that will guide the economic development are as follows:

A. General Design Objectives

Development within the Project Area will be held to quality design and construction standards, suitable for industrial and business park development, with some commercial development and potential multi-family development and will be subject to: (1) appropriate elements of the City's General Plan; (2) applicable City building codes and ordinances; (3) Planning Commission review and recommendation; (4) the City's land use code; and (5) development agreements that include design guidelines.

Developers will be allowed flexibility of design in developing land located within the Project Area. The development shall be of a design and shall use materials that are subject to design review and approval by the City pursuant to a development agreement with the Developer/Owner specifically addressing design issues.

Coordinated and attractive landscaping shall also be provided as appropriate for the character of the Project Area. Materials and design paving, retaining walls, fences, curbs, benches, and other items shall have an attractive appearance and be easily maintained.

All development will be based on site plans, development data, and other appropriate submittals and materials clearly describing the development, including land coverage, setbacks, heights, and any other data dictated by the City's land use code, and applicable City practice or procedure.

The general principles guiding development within the Project Area are as follows:

1. Encourage and assist economic development with the creation of a well-planned industrial/business park development that will increase job opportunities in the local area.

2. Provide for the strengthening of the tax base and economic health of the entire community and the State of Utah.

3. Implement the tax increment financing provisions of the Act which are incorporated herein by reference and made a part of this Plan.

4. Encourage economic use of and new construction or redevelopment upon the real property located within the Project Area.

5. Promote and market the Project Area for economic development that would enhance the economic base of the City through diversification.

6. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of economic activity for the City.

7. Remove any impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by adequate public utilities, streets and other infrastructure improvements.

8. Achieve an environment that reflects an appropriate level of concern for architectural, landscape and design principles, developed through encouragement, guidance, appropriate controls, and financial and professional assistance to the Developers.

9. Design parking areas with regard to orderly arrangement, topography and ease of use and access.

10. Comply with City lighting standards and signs for a safe and pleasant appearance following modern illumination standards.

6. How the Project Area Development will Further the Purposes of the Act [17C-5-105(4)]

It is the intent of the Agency, with the assistance and participation of various Developers, to facilitate and promote the development of an industrial/business park and other supporting commercial activities that will result in the creation of jobs in the Project Area. Further, the project will strengthen the tax base of the community, which will also serve to accomplish economic development objectives and create a well-planned employment center.

The purposes of the Act will be achieved by the following:

A. Establishment of New Business and Increased Tax Base

The proposed Project envisions primarily industrial/business park development that will benefit the State and local taxing entities through increased job creation, increased property tax base, increased income taxes paid (both corporate and individual) and increased energy usage (and the accompanying municipal energy "franchise" tax). Multiplier (indirect and induced) impacts will result from the job creation and expenditures for construction and supplies.

B. Public Infrastructure Improvements

The construction of the public infrastructure improvements as provided by this Plan will support the development contemplated herein and will encourage future development in surrounding areas. The associated public infrastructure improvements will make the land within the Project Area more accessible to and from other parts of the City. Thus, the components of the Project provided in this Plan will encourage, promote and provide for economic development within the Project Area and the City generally for years to come. 2500 West is on the City's Impact Fee Facilities Plan and will facilitate economic growth and improved circulation. The intersection of 2500 W and SR193 is needed as the first phase to open up access into the center of the project area.

C. Job creation

The project area includes the potential for new businesses and related jobs. It is anticipated that new jobs will be encouraged at income levels above the area median income indicator.

D. Provision of Essential Services

Potential development will most likely provide essential services to existing and new housing units for the Project Area. Commercial development will also likely provide essential goods and services.

7. The Plan is Consistent with and will Conform to the Community's General Plan [17C-5-105(5)]

This Plan is consistent with the City's General Plan that was approved in 2019. The City's Statement, as contained in the General Plan is as follows (1-1):

> "State Route 193 between 1000 West and 3000 West: This focus area is unique because the corridor features large contiguous tracts of land that front a newly built state highway with an east terminus of I-15 and a west terminus of the future West Davis Corridor. As land develops regionally, these large parcels with close proximity to urban centers will become more rare and valuable. The city should not allow single-family development along this corridor and plan for higher-yielding land uses. These tracts of land would facilitate major employment centers, such as data centers, light industrial manufacturing or large office complexes. They could also accommodate big box retail or even a large master-planned experiential shopping development. Medium to high-density residential development should also be planned in this node as a buffer between commercial or industrial uses and existing single-family homes."

The addition of an industrial/business park will add to the strong business tax base of the community.

The Master Plan also mentions 2500 West as a priority future road project.

The Master Plan map reflects the industrial, commercial, and medium density land uses as mentioned in the text of the document.

8. If Applicable, How Project Area Development will Eliminate or Reduce a Development Impediment in the Community Reinvestment Project Area [17C-5-105(6)]

Not applicable. The Agency is not making any findings of development impediments for this Project Area.

9. Description of Any Specific Project or Projects That are the Object of the Proposed Project Area Development [17C-5-105(7)]

The project area will facilitate the conversion of currently tax-exempt farm properties to an industrial area that will provide tax base and jobs for the residents of Syracuse. There has been strong interest in building industrial uses such as distribution, data center, and manufacturing on the large tracts of private property. The first phase of development would include approximately 528,000 square feet of industrial space along with a signalized intersection and stub road. This initial infrastructure would open access to the remaining large tracts of LDS church-owned land. This first phase and infrastructure investment may not be possible without assistance from the RDA. Access is currently not available until the multi-million-dollar signalized intersection is constructed. 2500 West will connect to the intersection on the north and span to 700 South on the south. The connection to the south end will require right-of-way land acquisition and possibly

demolition of a home. Also, upon discussion with the sewer district, to service the growth in the area, an upsized sewer line will be needed.

10. How Participants Will Be Selected Within the Project Area [17C-5-105(8)]

A. Selection of Private Developers

The Agency contemplates that owners of real property within the Project Area will take advantage of the opportunity to develop their property, or sell their property to developers for the development of facilities within the Project Area. In the event that owners do not wish to participate in the community development in compliance with the Plan, or in a manner acceptable to the Agency, or are unable or unwilling to appropriately participate, the Agency may, consistent with the Act, encourage other owners to acquire property within the Project Area, or to select non-owner developers by private negotiation, public advertisement, bidding or the solicitation of written proposals, or a combination of one or more of the above methods.

B. Identification of Developers Who are Currently Involved in the Proposed Project Area

Boyer is currently involved in building the first phase of development.

11. Reasons for the Selection of the Project Area [17C-5-105(9)]

The Project Area was selected by the Agency as that area within the City having an immediate opportunity to strengthen the community through development of vacant tax-exempt properties, create jobs, capitalize on the rapid growth occurring in Davis County and maximize the site's strategic proximity to the West Davis Corridor and labor markets. It is also one of the few larger-sized parcels in the regional area suitable to become an employment center.

12. Description of the Physical, Social and Economic Conditions Existing in the Project Area [17C-5-105(10)]

A. Physical Conditions

The proposed Project Area consists of approximately 338 acres, as shown on the Project Area map in Appendix A. The Project Area is mostly undeveloped, with only single-family homes and farms.

B. Social Conditions

There are currently 97 residential homes within the area. These homes will need to be buffered from the light, noise, traffic, vibrations, etc. that the planned industrial will produce. The Project Area Plan will increase the number of workers and trucks traveling to the Project Area.

C. Economic Conditions

There is currently no commercial development in the Project Area and little economic activity besides home-based businesses and agricultural businesses. The Project Area is currently has 166.8 acres that are tax exempt and 224 acres of undeveloped farmland. 76 acres are under greenbelt protection.

13. Financial Assistance to Participants within the Project Area [17C-5-105(11)]

The Agency intends to negotiate and enter into one or more inter-local agreements with some or all of the taxing entities to secure receipt of a portion of the property tax increment generated within the Project Area that would otherwise be paid to those taxing entities. Collectively, those tax revenues may be used for the reasons already outlined. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for any period of time the Agency and the taxing entities may deem appropriate under the circumstances.

The Agency believes that the creation of the Project Area and the provision of the incentives described in this Plan will enable commercial, residential, and retail development as described above. Actual development is dependent on many factors, including the overall economic climate; however, the Agency hopes to encourage and accelerate such development within the Project Area.

All incentives and payments to participants will be performance-based and will be offered only according to the terms of a Participation Agreement or grant program that adequately protects the Agency and the taxing entities by ensuring performance by the participant. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for the period of time appropriate under the circumstances.

14. Analysis or Description of the Anticipated Public Benefit Resulting from Project Area Development [17C-5-105(12)]

The property tax base of the taxing entities should increase by approximately $266 million from the various investments in real property (land and buildings) alone. In addition, the personal property tax base of the taxing entities will increase but will vary depending on the type of equipment located in the Project Area as well as individual depreciation schedules.

In addition to property tax revenues, the project will generate other revenues including sales tax, municipal energy taxes Class B/C Road Funds, business license fees, charges for services, and one-time fees such as building permits and impact fees.

B. Associated Business and Economic Activity Likely to be Stimulated

Jobs will be created in the project area for construction as well as for ongoing employment as businesses expand or new businesses locate there. Other business and economic activity likely to be stimulated includes business, employee and construction expenditures. There are significant opportunities for

increased economic development and tax generating development that can occur within the immediate sphere of influence of the Project Area that otherwise may not occur in a timely basis or at the same level of increased development and private investment.

1. Business and Employee Expenditures

It is anticipated that employees and business owners in the Project Area will directly or indirectly purchase local goods and services related to their operations from local or regional suppliers. These purchases will likely increase employment opportunities in the related areas of business equipment, furniture and furnishings, business supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, office and printing services, transportation and delivery services.

A summary of benefits is as follows:

- Provide an increase in direct purchases in the City.
- Provide economic diversification within the City and Davis County.
- Encourage economic development in order for public or private employers to create additional jobs in the community.
- Complement existing businesses and industries located within the City by providing new employees who may live and shop and pay taxes in the City and the region.
- Another benefit will be the expenditure of income by employees filling the new positions. The types of expenditures by employees in the area will likely include convenience shopping for personal and household goods, lunches at area restaurants, convenience purchases and personal services (haircuts, banking, dry cleaning, etc.) The employees will not make all of their convenience or personal services purchases near their workplace, and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity to the workplace (assuming the services are available).

2. Construction Expenditures

Economic activity associated with the development will include construction activity. Construction costs for labor and materials will likely be notable. This will create a moderate number of construction jobs. Construction supplies are also anticipated to create significant sales tax revenues for the State, County and City.

C. Adoption of the Plan is Necessary and Appropriate to Undertake the Project Area Plan

Adoption of the Plan is necessary and appropriate to undertake the Project Area Plan because: 1) The Plan conforms with and furthers the City's General Plan; and 2) private investment will increase the tax base by approximately $266 million which will provide increased tax revenues to all taxing entities.

15. If Applicable, States that the Agency Shall Comply with Section 9-8-404 as Required under Section [17C-5-105(13)]

If applicable, the Agency will comply with the requirements of § 9-8-404 relating to any historic properties within the Project Area. However, there are no historic properties in the area at the present time.

16. For a Community Reinvestment Project Area Plan that an Agency Adopted before May 14, 2019, State whether it is Subject to Interlocal or Taxing Entity Agreement as Required under Section [17C-5-105(14)]

Not applicable.

Appendix A: Project Area Map

The project area is identified in the map below by the dotted yellow line.



Appendix B: Legal Description

North edge of ROW of Hwy 193/North border of Syracuse City shared with West Point, East edge of ROW 2000 W/ Hyw 108, South border of 700 S ROW, West edge of 3000 W ROW.

The area encompasses parcels identified by numbers:

120250023, 120250026, 120340005, 120340006, 120340007, 120340008, 120340009, 120340010, 120340011, 120340012, 120340013, 120340019, 120340024, 120340028, 120340052, 120340058, 120340060, 120340062, 120340064, 120340066, 120340067, 120340069, 120340070, 120340071, 120340072, 120340073, 120340075, 120340076, 120340077, 120340078, 120340079, 120340080, 120340081, 120340082, 120350011, 120350012, 120350021, 120350022, 120350025, 120350028, 120350029, 120350035, 120350041, 120350052, 120350054, 120350068, 120350073, 120350074, 120350075, 120350076, 120350077, 120350078, 120350080, 120350081, 120350082, 120350083, 120350084, 120350085, 120350086, 120350090, 120350092, 120350094, 120350096, 120350098, 120350100, 120350102, 120350103, 120350105, 120350106, 120350107,

120350108, 120350109, 120350110, 120350111, 120350112, 120350113, 120350114, 120350115, 120350116, 120350117, 120350118, 120350119, 120350120, 120350121, 120350122, 120350123, 120350124, 120350125, 120350126, 120350127, 120350129, 120350130, 120350131, 120350132, 120350133, 120350134, 120350135, 120360001, 120360002, 120360003, 120360004, 120360007, 120360008, 121420001, 121420004, 121420005, 121420006, 121420007, 121420008, 121420009, 121420010, 121420011, 121420012, 121420013, 121420014, 121420015, 121420016, 121420017, 121420018, 121420019, 121420020, 121420021, 124220021, 124220022, 124220023, 124220024, 124220025, 124220026, 124220027, 124220028, 124220029, 124220030, 124220031, 124220032, 124220033, 124220034, 124220035, 128180001, 128180002

Syracuse, Utah

September 12, 2023

The City Council (the "City Council") of Syracuse City, Utah (the "City") met in regular public session at its regular meeting place in Syracuse, Utah, on Tuesday, September 12, 2023, at 6:00 p.m. The meeting was called to order by Mayor Dave Maughan with the following being present, and constituting a quorum:

____ Lisa Bingham

____ Jennifer Carver

____ Jordan Savage

____ Seth Teague

____ Paul Watson

Also present were:

Brody Bovero, City Manager
Cassie Z. Brown, City Recorder
Brieanne Brass, City Attorney

After the meeting had been duly called to order and after other matters not pertinent to this Ordinance had been discussed, a Certificate of Compliance with Open Meeting Law with respect to this September 12, 2023 meeting was presented to the City Council, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Ordinance was approved and adopted on the following recorded vote:

AYE:

NAY:

The Ordinance is as follows:

ORDINANCE NO. 2023-16

AN ORDINANCE OF THE CITY COUNCIL OF SYRACUSE CITY, UTAH ADOPTING THE SYRACUSE 2500 WEST COMMUNITY REINVESTMENT AREA PROJECT AREA PLAN AND BUDGET.

WHEREAS, the Syracuse City Redevelopment Agency (the "Agency") is a community development and renewal agency (a public body, corporate and politic) duly created, established, and authorized to transact business and exercise its powers, all under and pursuant to the Limited Purpose Local Government Entities—Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the "Act"); and

WHEREAS, the Agency on June 14, 2022 authorized the preparation of a draft Syracuse Antelope Drive Community Development Project Area Plan (the "Plan"), hereby incorporated by reference, for a Community Development Project Area (the "Project Area") located between the following boundaries: north edge right of way/ Highway 108, south border of 700 South right of way, and the west edge of 3000 West right of way.

WHEREAS, the Agency has prepared the Plan in order to promote community development and job creation within the Project Area and to increase the property and sales tax base within the Project Area through the development of office and retail space which is anticipated to generate significant economic activity; and

WHEREAS, pursuant to the Act, the Agency held a public hearing to receive comment regarding the Plan on September 12, 2023, and provided notice of such hearing in accordance with the Act; and

WHEREAS, the Agency has found and determined that the adoption of the Plan will: (a) satisfy a public purpose, (b) provide a public benefit as shown by the analysis in the Plan, (c) be economically sound and feasible, (d) conform to the general plan of Syracuse City, and (e) promote the public peace, health, safety, and welfare of the community; and

WHEREAS, by resolution adopted September 12, 2023, the Agency has approved the Plan, without revision, as the community development project area plan for the Project Area; and

WHEREAS, pursuant to the Act, the City Council of Syracuse City, Utah (the "City Council") now desires to adopt the Plan as approved by the Agency;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH:

Section 1. All terms defined in the recitals hereto shall have the same meaning when used herein. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council and City officers and by the Board of Directors and Agency officers directed toward the preparation of the draft Plan are hereby ratified, approved, and confirmed.

Section 2. The City Council hereby finds and determines that the adoption of the Plan will: (a) satisfy a public purpose, (b) provide a public benefit as shown by the analysis in the Plan,

(c) be economically sound and feasible, (d) conform to the general plan of the City, and (e) promote the public peace, health, safety, and welfare of the community in which the Project Area is located.

Section 3. The City Council hereby adopts the Plan for the Project Area, the legal description of which is attached hereto as Exhibit B, and designates the Plan as the official community development plan of the Project Area.

Section 4. Immediately after its adoption, this Ordinance shall be signed by the Mayor and attested by the City Recorder and shall be recorded in the ordinance book kept for that purpose. A summary of this Ordinance, in substantially the form attached hereto as Exhibit C, shall be published (A) one time in the Standard Examiner, a newspaper of general circulation within the Agency's and City's boundaries, (B) on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended, and (C) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, with such publication to take place as soon as possible after the adoption of this Ordinance; and shall cause a copy of this Ordinance (together with all exhibits hereto) and the Plan to be kept on file in the office of the City Recorder for public examination during the regular business hours of the City Recorder for a period of at least thirty (30) days from and after the last date of publication thereof. This Ordinance shall take effect immediately upon its passage and approval and publication as required by law.

Section 5. The appropriate officers of the City and the Agency are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

Section 6. If any one or more sections, sentences, clauses, or parts of this Ordinance shall, for any reason, be held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, but shall be confined in its operation to the specific sections, sentences, clauses, or parts of this Ordinance so held unconstitutional and invalid, and the inapplicability and invalidity of any section, sentence, clause, or part of this Ordinance in any one or more instances shall not affect or prejudice in any way the applicability and validity of this Ordinance in any other instances.

Section 7. All resolutions or ordinances of the City in conflict with this Ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, ordinance, by-law or regulation, or part thereof, heretofore repealed.

Section 8. PASSED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH THIS SEPTEMBER 12, 2023.

(signatures on next page)

(SEAL)

By:_____
Mayor Dave Maughan

ATTEST:

By:_____

STATE OF UTAH)
) ss.
SYRACUSE CITY)

I, Cassie Z. Brown, the duly qualified and acting City Recorder of Syracuse City, Utah (the "City"), do hereby certify according to the records of the City in my possession that the foregoing constitutes a true, correct, and complete copy of the minutes of the regular meeting of the City Council of the City (the "City Council") held on September 12, 2023, as it pertains to an ordinance (the "Ordinance") adopted by the City Council at said meeting, including the Ordinance, as said minutes and Ordinance are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the City this _____.

(SEAL)

By:_____

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Cassie Z. Brown, the undersigned City Recorder of Syracuse City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the August 8, 2023 public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on _____, 2023, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the _____, on _____ ___, 2023, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (http://pmn.utah.gov).

In addition, the Notice of 2023 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (i) posted on _____ at the principal office of the City Council, (ii) provided to at least one newspaper of general circulation within the City on _____, and (iii) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this _____day of _____, 2023.

(SEAL)

By:_____

[To be attached:]
SCHEDULE 1–NOTICE OF MEETING
SCHEDULE 2–NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B

SYRACUSE 2500 WEST COMMUNITY REINVESTMENT PROJECT AREA PLAN AND BUDGET

EXHIBIT C

SUMMARY OF ORDINANCE

PUBLIC NOTICE IS HEREBY GIVEN that on Tuesday, September 12, 2023, the City Council of Syracuse City, Utah (the "City Council"), adopted an ordinance (the "Ordinance") adopting the Syracuse 2500 West Community Development Area Plan and Budget (the "Plan") and (the "Budget") for a Community Development Project Area (the "Project Area") located within the general boundaries of: along the south side of Antelope Drive between Heritage Lane and 800 West, and along the north side of Antelope Drive between Heritage Lane and 2000 West; and designating the Plan as the official community development plan of the Project Area. The City Council found and determined that the adoption of the Plan will: (a) satisfy a public purpose, (b) provide a public benefit as shown by the analysis in the Plan, (c) be economically sound and feasible, (d) conform to the general plan of Syracuse City, Utah and (e) promote the public peace, health, safety, and welfare of the community in which the Project Area is located. The City Council members that voted in favor of the Ordinance are as follows: _____ _____ and those that voted against the Ordinance are as follows: _____ _____.

Complete copies of the Ordinance and the Plan are available for general public inspection in the office of the Syracuse City Recorder at the Syracuse City offices at 1979 West 1900 South, Syracuse, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m., Monday through Friday for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the Plan or the procedure used to adopt the Plan and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

COUNCIL AGENDA

September 12, 2023

Agenda item #9 Household Pets and Kennels Code Amendment 10.30.040

Summary

Davis County Animal Control recently approached the city about amending city ordinances to be more uniform with the county's animal controll efforts. Existing text is black, existing text to be removed is black strikethrough, and new proposed text is in red. Please find attached the proposed amendments.

Recommendation

The Planning Commission held a public hearing on July 18th and is forwarding a recommendation for approval of this item. The Council reviewed the item on 8/22/23 during their work meeting.

10.30.040 Animals.

(D) Commercial Dog Kennel Regulations. Commercial facilities for overnight boarding, daycare, or breeding of dogs ~~Parcels or lots with four dogs four months old or older~~ are considered commercial kennels. Dog grooming facilities are not considered kennels for the purpose of this title. ~~and shall require a conditional use permit. The Land Use Authority shall review each request separately on its own merits and may revoke a conditional use permit as set forth in SCC 10.15.080. In no case shall a residential kennel permit be for more than four dogs.~~

~~(1) Owners of kennels shall obtain or ensure licensing for each dog from Davis County animal control and comply with all adopted animal control regulations not addressed in this title.~~

~~(2) All pens, runs, shelters, or similar structures housing dogs for residential kennels shall be no less than 100 feet from neighboring or abutting dwellings.~~

~~(3) In order to qualify for a residential kennel, the dogs' owner(s) shall acquire approval for a minor conditional use permit.~~

~~(4) All pens, runs, shelters, or similar structures housing dogs for commercial kennels shall be at least 200 feet from all neighboring or abutting dwellings, and the owner of the parcel or lot shall acquire approval for a major conditional use permit.~~

(1) Agricultural Kennels Shall:

(a) Only be permitted in the A-1 (Agriculture) Zone;

(b) Ensure that pens, runs, shelters, or similar structures—including the primary dwelling, if applicable—be at least 200 feet from all neighboring and abutting dwellings;

(c) Only be located on parcels containing a minimum of five acres;

(d) Have frontage on an arterial road or Utah State Highway as classified in the Syracuse City Master Transportation Plan;

(e) Maintain proof of Davis County Animal Care licensing and vaccination records including distemper, parvovirus, DHPP, and rabies for all dogs four months of age or older;

(f) Maintain proof of applicable kennel licensing from Davis County Animal Care, Utah State, USDA, and any other applicable regulatory bodies not addressed in this title;

(g) Be permitted to breed and sell dogs in accordance with requirements listed in subsection (f) above;

(h) Maintain a current Syracuse City business license per SCC 5.05;

(i) Obtain a major conditional use permit per SCC 10.20.080.

~~(5)~~(2) Fully enclosed dog boarding facilities shall:

(a) Include fully indoor recreation, feeding, and sleeping facilities;

(b) Prevent dogs from injury or escape;

(c) Keep other animals from entering;

(d) Maintain daily observation of dogs checking for signs of disease, injury, or distress;

(e) Provide for proper care of any dogs which become sick or injured while being cared for at the facility within a reasonable amount of time;

(f) Be constructed of nontoxic materials;

(g) Provide sufficient heating and cooling to protect the housed dogs from extreme temperatures and provide for their health and comfort at all times;

(h) Ensure that rooms with cages or kennels for sleeping have fresh air, natural light, solid dividers to prevent physical contact by animals housed within, comfortable bedding, visual concealment spaces, and accessibility for spot cleaning;

(i) Install adequate soundproofing so a noise nuisance does not impact surrounding properties in accordance with Chapter 6.40 SCC;

(j) Only be permitted in standalone buildings;

(k) Be prohibited from breeding, animal sales, and installation or maintenance of temporary or permanent outdoor walks, runs, or kennels;

(l) Provide a minimum play area of 100 square feet per dog; and

(j) Provide a minimum sleeping area of six square feet per dog.

(E) Household Pets. Property owners may keep dogs, cats, small animals and fowl as household pets in residential zones subject to the maximum number of cats and dogs at any one residence as regulated by Davis County Municipal Code. ~~following conditions:~~

~~(1) Dogs, small animals, and fowl shall be kept in pens, or otherwise secured, unless housed within the dwelling unit. Cats are excluded.~~

~~(2) No person or persons at any one residence within the jurisdiction of this title shall at any one time own, harbor, license or maintain more than three cats and dogs in any combination, unless a dog kennel permit is acquired.~~

~~(3) All pens, coops, and structures shall be kept clean and free from objectionable odor and waste.~~

~~(4) Dogs, cats, small animals and fowl allowed shall be those species normally stocked and available at a state licensed pet store.~~

~~(5) Dogs require registering and licensing with Davis County according to county ordinance. Cats do not require registering and licensing.~~

~~(6) Requests for reasonable accommodation from the regulations of this section due to disability under the Americans with Disabilities Act or Fair Housing Act shall be administered as provided in SCC 10.20.115.~~

10.10.040 Definitions.

"Kennel, commercial" means any ~~parcel of land, at least five acres in size, on which the owner retains three or more dogs that are at least four months old~~ facility in compliance with the standards listed in and regulated under SCC 10.30.040.(D).

~~"Kennel, residential" means any residential lot or premises on which the owner retains three dogs that are at least four months old.~~

10.55.030 Conditional uses.

The following, and no others, may be conditional uses permitted after application and approval as specified in SCC 10.20.080:

(A) Accessory uses and buildings (greater than 200 square feet) (minor).

(B) Day care centers (major).

(C) Agricultural Dog kennels (~~minor~~ major).

(D) Repealed by 22-32.

(E) Educational services (minor/major).

(F) Greenhouses (minor).

(G) Major B home occupations (minor/major, see SCC 10.35.040).

(H) Private parks and recreational activities (minor).

(I) Public and quasi-public buildings (major).

(J) Sewage treatment plants (major).

(K) Stables, public (minor).

(L) Temporary commercial uses (see SCC 10.35.050) (minor).

10.60.030 Conditional uses.

The following, and no others, may be conditional uses permitted after application and approval as specified in SCC 10.20.080:

(A) Accessory uses and buildings (greater than 200 square feet) (minor).

(B) Apiaries (minor).

(C) Cluster subdivisions (major).

(D) Repealed by 22-32.

~~(E) Dog kennels (minor).~~

(~~F~~E) Dwellings, accessory (major/minor, see SCC 10.30.020).

(~~G~~F) Dwelling groups (major).

(~~H~~G) Greenhouses (minor).

(~~I~~H) Major B home occupations (minor/major, see SCC 10.35.040).

(~~J~~I) Private parks and recreational activities (minor).

(~~K~~J) Temporary commercial uses (see SCC 10.35.050) (minor).

(~~L~~K) Temporary use of buildings (see SCC 10.30.100(A)(12)) (minor).

10.65.030 Conditional uses.

The following, and no others, may be conditional uses permitted after application and approval as specified in SCC 10.20.080:

(A) Accessory uses and buildings (greater than 200 square feet) (minor).

(B) Apiaries (minor).

(C) Repealed by 22-32.

(D) Dwellings, accessory (major/minor, see SCC 10.30.020).

(E) Dwelling groups (major).

~~(F) Dog kennels (minor).~~

(~~G~~F) Major B home occupations (minor/major, see SCC 10.35.040).

(~~H~~G) Temporary commercial uses (see SCC 10.35.050) (minor).

(~~I~~H) Temporary use of buildings (see SCC 10.30.100(A)(12)) (minor).

ORDINANCE NO. 2023-18

AN ORDINANCE AMENDING SYRACUSE CITY MUNICIPAL CODE SECTIONS 10.10.040, 10.30.040, 10.55.030, AND 10.65.030 RELATED TO ANIMAL CONTROL AND KENNEL REGULATIONS.

WHEREAS, the City Council has the authority, pursuant to state law, to enact and amend legislation for the health, welfare, and safety of its residents, businesses and those visiting the City; and

WHEREAS, there is a proposed text amendment to the animal control regulations and kennel regulations under Syracuse City Municipal Ordinance ("SCMO") sections 10.10.040, 10.30.040, 10.55.030, and 10.65.030 to create uniformity with Davis County Animal Control ordinances; and

WHEREAS, the Planning Commission reviewed and discussed the proposed amendments at a properly noticed public hearing on July 18, 2023, where the public had an opportunity to address the Commission, and voted to forward a recommendation of approval to the City Council; and

WHEREAS, the City Council reviewed and discussed the proposed amendments at a work session meeting on August 22, 2023, where the public had an opportunity to address the City Council in open comments; and

WHEREAS, the City Council finds that the amendments to SCMO sections 10.10.040, 10.30.040, 10.55.030, and 10.65.03, as proposed, create more uniformity among the municipalities in the county, enhancing efficiency and enforcement by Davis County Animal Control, and furthers the Council's objectives in protecting the health, welfare and safety of Syracuse residents and visitors within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. **Amendment.** Syracuse City Municipal Ordinance Code Sections 10.10.040, 10.30.040, 10.55.030, and 10.65.03are hereby amended as shown in and attached as "Exhibit A".

Section 2. **Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 3. **Effective Date.** This Ordinance shall become effective immediately after publication or posting.

(signatures appear on separate page)

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 12th DAY OF September, 2023.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, MMC
City Recorder

Mayor Dave Maughan

Voting by the City Council:

"AYE" "NAY"

Councilmember Bingham	____	_____
Councilmember Carver	____	_____
Councilmember Savage	____	_____
Councilmember Teague	____	_____
Councilmember Watson	____	_____

Exhibit A

COUNCIL AGENDA

September 12, 2023

Agenda item #10 Proposed Amendment to Mobile Business Regulations 5.35

Summary
HB 408 amended the business licensing requirements for cities concerning mobile businesses. In an effort to update our city ordinance to be congruent with state law concerning these types of businesses, the following amendments are recommended. This item was reviewed during the 8/22/23 work meeting.

Chapter 5.35
FOOD TRUCK & MOBILE BUSINESS REGULATIONS

Sections:

5.35.010 Definitions.
5.35.020 License required.
5.35.030 *Repealed*.
5.35.040 Food truck/Mobile business events.
5.35.050 Requirements.
5.35.060 Prohibited locations – Exception for roadway construction zones and government property.
5.35.065 Severability – Consistency with Utah law.
5.35.070 Violations.

5.35.010 Definitions.

"Food cart" means:

(1) ~~a~~ A cart that is not motorized, and that a vendor, standing outside the frame of the cart, uses to prepare, sell, or serve food or beverages for immediate human consumption.

~~(2)~~ "Food cart" does not include an enclosed mobile business, a food truck, or an ice cream truck.

"Food truck" means:

(1) A fully encased food service establishment on a motor vehicle or on a trailer that a motor vehicle pulls to transport from which a food truck vendor, standing within the frame of the vehicle or trailer, prepares, cooks, sells, or serves food or beverages for immediate human ~~consumption;~~consumption.

(2) "Food truck" does not include an enclosed mobile business, a food cart, or an ice cream truck.

~~(2) A food cart; or~~

~~(3) An ice cream truck.~~

~~"Food truck business" means a person who operates a food truck or, under the same business, multiple food trucks.~~

~~"Food truck operator" means a person who owns, manages, or controls, or who has the duty to manage or control, the operation of a food truck.~~

"Ice cream truck" means:

(1) A fully encased food service establishment.

(2) ~~on~~o~~O~~n a motor vehicle or on a trailer that a motor vehicle pulls to transport;

(3) from which a vendor, from within the frame of the vehicle, serves ice cream;

(4) that ~~may stop to serve ice cream at the signal of a patron.~~ attracts patrons by traveling through a residential area and signaling the truck's presence in the area, including by playing music; and

(5) that may stop to serve ice cream at the signal of a patron.

(6) "Ice cream truck" does not include an enclosed mobile business, a food cart, or a food truck.

"Enclosed mobile business" means: a business that maintains ongoing mobility and of which the receipt of goods or services offered and point of sales occurs within an enclosed vehicle, an enclosed trailer, or an enclosed mobile structure.

(1) An enclosed mobile business's goods or services include those offered in the following industries:

(i) barber;
(ii) beauty and cosmetic, including nail, eyelash, and waxing;
(iii) cycling;
(iv) cell phone;
(v) computer;
(vi) footwear;
(vii) media archive and transfer;
(viii) pet grooming;
(ix) sewing and tailoring;
(x) small engine; and
(xi) tool.

(2) "Enclosed mobile business" does not include a food cart, a food truck, or an ice cream truck.

"Mobile business" means an enclosed mobile business, a food cart, a food truck, or an ice cream truck.

"Mobile business event" means an event at which a mobile business has been invited by the event organizer to offer the mobile business's goods or services at a private public gathering.

"Operator" means a person, including a vendor, who owns, manages, controls, or operates a mobile business.

"Health department permit" means a document that a local health department issues to authorize a mobile business to operate within the jurisdiction of the local health department.

"Political subdivision" means: (1) a city, town, or metro township in Utah; or (2) a county in Utah, as it relates to the licensing and regulation of businesses in the unincorporated area of the county. ~~[Ord. 22-32 § 1 (Exh. A); Ord. 18-09 § 1 (Exh. A).]~~

5.35.020 License required.

(A) Unless expressly excepted in this chapter, ~~food truck~~ mobile business operators are required to obtain a ~~food truck~~ mobile business license from Syracuse City prior to engaging in ~~the sale of food~~ transactions from a ~~food truck~~ mobile business in Syracuse City, unless they hold a current business license in good standing from another political subdivision in the state.

(B) Syracuse City shall only recognize the business license of a ~~food truck~~ mobile business issued by another Utah political subdivision if the ~~food truck~~ mobile business has in its possession the following for each ~~food truc~~ mobile business they operate: ~~that the food truck business operates:~~

(1) A current health department ~~food truck~~ mobile business permit issued by a local health department in Utah if the nature of the mobile business requires one; and

(2) Evidence that the ~~food truck~~ mobile business passed a fire safety inspection, conducted by a Utah political subdivision, in accordance with Section 11-56-104(3)(a), Utah Code Annotated, as amended.

(C) A ~~A food truck~~ mobile business that operates one or more ice cream trucks shall submit evidence of an annual criminal background check for each employee of the ~~food truck~~ ice cream truck business that operates or will operate an ice cream truck within Syracuse City, as a condition to maintaining or honoring the ~~food truck's~~mobile business license. [Ord. 22-32 § 1 (Exh. A); Ord. 18-09 § 1 (Exh. A).]

5.35.030 Reciprocal license.

Repealed by 22-32. [Ord. 21-30 § 1 (Exh. A); Ord. 18-09 § 1 (Exh. A).]

5.35.040 ~~Food truck~~Mobile business events.

(A) Notwithstanding SCC 5.35.020, a ~~food truck~~mobile business operator is not required to have a Syracuse City license, or special event permit, if both of the following conditions apply:

(1) The event takes place on private property; and

(2) The event is not open to the public.

(B) If an event is to take place on public property or is open to the public, then the event organizer may obtain an event permit on behalf of all ~~food trucks~~ mobile businesses that will be ~~serving~~ attending the event. The event permit shall list the business names of each ~~food truck~~ mobile business. If the organizer does not obtain an event permit for ~~food trucks~~ mobile businesses under this subsection, then the ~~food truck~~ mobile business operators are required to obtain a license as provided in this chapter.

(C) ~~Food trucks~~Mobile Businesses serving food at an ~~a food truck~~ event, and who do not hold a Syracuse City mobile business license, shall have in their immediate possession: (1) a copy of a mobile business license issued by ~~a~~ another Utah political subdivision, and (2) a Utah local health department ~~food truck~~ mobile business permit. [Ord. 22-32 § 1 (Exh. A); Ord. 18-09 § 1 (Exh. A).]

5.35.050 Requirements.

(A) ~~Food trucks~~ Mobile Businesses shall be licensed by either Syracuse City or another political subdivision located in Utah. They must obtain a health department ~~food truck~~ mobile business permit from a Utah local health department and acquire approval from a political subdivision within the state that shows that the ~~food truck~~ mobile business passed a fire safety inspection. ~~Food truck~~ Mobile business operators shall account for ~~food~~ sales occurring within Syracuse City boundaries, as required by Utah law, when it remits applicable sales taxes to the state of Utah.

(B) Operation of ~~food trucks~~ mobile businesses shall comply with City ordinances related to storm water pollution prevention. No pollutants may be introduced into storm drains or the storm drain system.

(C) Trash receptacles shall be maintained by the ~~food truck~~ operator, and all litter left by customers shall be promptly retrieved by the operator. Trash receptacles shall be removed when the ~~food truck~~ mobile business is closed for business~~. Food truck~~ Oo~~o~~perators may be

cited for littering pursuant to state code, if they allow litter from customers to remain on the premises.

(D) Banners, temporary signs, or flags located outside of the ~~food truck~~mobile business shall be removed by the ~~food truck~~ operator when the ~~food truck~~ mobile business is closed for business, and may never be placed within the right-of-way.

(E) If a ~~food truck~~ mobile business will operate in a single location for more than 10 hours per week, then it shall submit a site plan showing the proposed location of the ~~food truck~~ mobile business for review by the license official, as well as the locations of trash receptacles, restroom and handwashing facilities, and any other elements of the service, such as tables, umbrellas, canopies and signage. [Ord. 22-32 § 1 (Exh. A); Ord. 18-09 § 1 (Exh. A).]

5.35.060 Prohibited locations – Exception for roadway construction zones and government property.

(A) ~~Food trucks~~ Mobile businesses may not locate their vehicle or trailer on the roadway, or in such a manner as to encourage the congregation of customers in the roadway. Customers may congregate on public sidewalks, unless they are impeding the regular pedestrian traffic in the area.

(B) Food trucks may only locate in zones that also permit food establishments or restaurants, except food trucks falling under the criteria of SCC 5.35.040(A)(1) and (2).

(C) Notwithstanding other provisions of this section, a ~~food truck~~ mobile business may locate within right-of-way within a roadway construction zone, if:

(1) The right-of-way where the ~~food truck~~ mobile business is located is closed to ~~nonconstruction~~non construction traffic and pedestrians;

(2) The entity responsible for the construction zone approves the ~~food truck's~~mobile businesses location; and

(3) The ~~food truck~~ mobile business does not locate in a manner that may impede traffic within lanes of travel that are open, including areas where customers congregate.

(D) ~~Food trucks~~Mobile businesses may locate on property owned by government agencies and political subdivisions of the state of Utah, if it obtains permission of the agency or subdivision. [Ord. 22-32 § 1 (Exh. A); Ord. 18-09 § 1 (Exh. A).]

5.35.065 Severability – Consistency with Utah law.*

This chapter shall be interpreted consistent with Utah law governing ~~food trucks~~mobile businesses, as amended. If any provision of this chapter is deemed to conflict with Utah law, then the remaining provisions in this chapter shall remain in full force and effect, and the conflicting law shall be overridden by the preempting Utah law. [Ord. 22-32 § 1 (Exh. A); Ord. 18-09 § 1 (Exh. A).]

* Code reviser's note: Ord. 18-09 added this section as 5.35.060. It has been editorially renumbered to 5.35.065 to avoid duplication.

5.35.070 Violations.

For violations not otherwise enumerated in this code, a food truck operator shall be assessed a fine of at least $100.00 for each violation. This may be pursued through civil enforcement processes, or through the criminal court process, in which case it is punishable as an infraction. Each day of a continued violation constitutes a new and separate violation. [Ord. 22-32 § 1 (Exh. A); Ord. 18-09 § 1 (Exh. A).]

ORDINANCE NO. 2023-19

AN ORDINANCE AMENDING SYRACUSE CITY MUNICIPAL CODE SECTION 5.35 RELATED TO FOOD TRUCK AND MOBILE BUSINESSES.

WHEREAS, the City Council has the authority, pursuant to state law, to enact and amend legislation for the health, welfare, and safety of its residents, businesses and those visiting the City; and

WHEREAS, there is a proposed text amendment to Syracuse City Municipal Ordinance ("SCMO") section 5.35 to update the ordinance to be consistent and compliant with recent legislative changes enacted by the State of Utah; and

WHEREAS, the City Council reviewed and discussed the proposed amendments at a work session meeting on August 22, 2023, where the public had an opportunity to address the City Council in open comments; and

WHEREAS, the City Council finds that the amendments to SCMO sections 5.35, as proposed, is in the best interests of the City and create consistency with state laws related to food truck and mobile business licensing and regulation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. **Amendment.** Syracuse City Municipal Ordinance Code Section 5.35 are hereby amended as shown in and attached as "Exhibit A".

Section 2. **Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 3. **Effective Date.** This Ordinance shall become effective immediately after publication or posting.

(signatures appear on separate page)

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS ____ DAY OF _____, 2023.

SYRACUSE CITY

ATTEST:

_____ _____

Cassie Z. Brown, MMC
City Recorder

Mayor Dave Maughan

Voting by the City Council:

"AYE""NAY"

Councilmember Bingham ____ _____

Councilmember Carver ____ _____

Councilmember Savage ____ _____

Councilmember Teague ____ _____

Councilmember Watson ____ _____

Exhibit A

COUNCIL AGENDA

September 12, 2023

Agenda item #11

Proposed Amendment to 10.30.020(B)

Factual Summation

HB 406 amended state code 10-9a-604.5 to prohibit a municipality from regulating building design elements. Please find attached the new state law. Also, please find attached a proposed amendment that would bring the city ordinance into compliance with state law. Existing text is black, existing text to be removed is black strikethrough and proposed text is red.

Recommendation

The Planning Commission held a public hearing on 8/15/23 and is forwarding a recommendation for approval. City Council reviewed this item during their 8/22/23 work meeting.

Effective 7/1/2023

10-9a-534 Regulation of building design elements prohibited -- Exceptions.

(1) As used in this section, "building design element" means:

(a) exterior color;

(b) type or style of exterior cladding material;

(c) style, dimensions, or materials of a roof structure, roof pitch, or porch;

(d) exterior nonstructural architectural ornamentation;

(e) location, design, placement, or architectural styling of a window or door;

(f) location, design, placement, or architectural styling of a garage door, not including a rear-loading garage door;

(g) number or type of rooms;

(h) interior layout of a room;

(i) minimum square footage over 1,000 square feet, not including a garage;

(j) rear yard landscaping requirements;

(k) minimum building dimensions; or

(l) a requirement to install front yard fencing.

(2) Except as provided in Subsection (3), a municipality may not impose a requirement for a building design element on a one- or two-family dwelling.

(3) Subsection (2) does not apply to:

(a) a dwelling located within an area designated as a historic district in:

(i) the National Register of Historic Places;

(ii) the state register as defined in Section 9-8a-402; or

(iii) a local historic district or area, or a site designated as a local landmark, created by ordinance before January 1, 2021, except as provided under Subsection (3)(b);

(b) an ordinance enacted as a condition for participation in the National Flood Insurance Program administered by the Federal Emergency Management Agency;

(c) an ordinance enacted to implement the requirements of the Utah Wildland Urban Interface Code adopted under Section 15A-2-103;

(d) building design elements agreed to under a development agreement;

(e) a dwelling located within an area that:

(i) is zoned primarily for residential use; and

(ii) was substantially developed before calendar year 1950;

(f) an ordinance enacted to implement water efficient landscaping in a rear yard;

(g) an ordinance enacted to regulate type of cladding, in response to findings or evidence from the construction industry of:

(i) defects in the material of existing cladding; or

(ii) consistent defects in the installation of existing cladding; or

(h) a land use regulation, including a planned unit development or overlay zone, that a property owner requests:

(i) the municipality to apply to the owner's property; and

(ii) in exchange for an increase in density or other benefit not otherwise available as a permitted use in the zoning area or district.

Amended by Chapter 160, 2023 General Session

Amended by Chapter 478, 2023 General Session

Syracuse Ordinance:

10.30.020 Regulations for buildings and structures.

(B) Regulations for new residential construction must meet one of these three options:

(1) Option 1. All ~~single-family dwellings, duplexes, and detached and attached town homes~~ residential buildings with three or more units attached shall have the front exterior walls constructed with a minimum 75 percent of masonry. On corner lots, the street side of the structure shall have a minimum height of four vertical feet of wainscot, composed of masonry. The installation of aluminum or vinyl siding shall only be allowed on the rear of homes.

(2) Option 2. All ~~single-family dwellings, duplexes, and detached and attached town homes~~ residential buildings with three or more units attached shall have the front exterior walls constructed with a minimum 30 percent of masonry and the remainder covered in cementitious fiberboard or plank. On corner lots, the street side of the structure shall have a minimum height of four vertical feet of wainscot, composed of masonry. The installation of aluminum or vinyl siding shall only be allowed on the rear of homes.

~~(3) Option 3. Single-family dwellings (excluding townhomes, apartments, and nonresidential structures) may have the front exterior walls constructed with 100 percent cementitious fiberboard or plank or masonry or any combination thereof only if the following qualifying architectural elements are present on the front facade: at least two or more textural variations such as, but not limited to, placing shake in the gables or wainscot of vertical battens, and containing a front porch of sufficient size for two seats and a walkway. On corner lots, the street sides of the structure shall have 100 percent cementitious fiberboard or plank or masonry product or combination of the two. The installation of aluminum or vinyl siding shall not be allowed on any side or rear of the home. Stucco shall be limited to rear and side facades.~~

~~The requirement for brick, rock, or stone constructed on front and side exterior walls shall apply to any single-family dwelling, duplex, or single-family detached or attached town home planned as part of a development for which the City approved a preliminary plat after August 12, 2003.~~

These coverage requirements shall be calculated by first determining square footage of the total wall areas, based on measurements of the front and side elevations of the structure from foundation to top-plate line of the uppermost level, excluding openings for windows and doors, and multiplying that square footage by the applicable percentage. Homebuilders may only include masonry in these percentage requirements if clearly shown on the City-approved, stamped set of front and side elevations. Hidden areas, such as front porches, shall not qualify towards the percentage requirements; however, City staff may credit gables with masonry towards the percentage requirements.

ORDINANCE NO. 2023-11

AN ORDINANCE AMENDING SYRACUSE CITY MUNICIPAL CODE SECTION 10.30.020 RELATED TO REGULATIONS FOR BUILDINGS AND STRUCTURES ON ONE OR TWO-FAMILY DWELLINGS.

WHEREAS, the City Council has the authority, pursuant to state law, to enact and amend legislation for the health, welfare, and safety of its residents, businesses and those visiting the City; and

WHEREAS, there is a proposed text amendment to Syracuse City Municipal Ordinance ("SCMO") section 10.30.020 to update the ordinance to be consistent and compliant with recent legislative changes enacted by the State of Utah; and

WHEREAS, the Planning Commission reviewed and discussed the proposed amendments at a properly noticed public hearing on August 15, 2023, where the public had an opportunity to address the Commission, and voted to forward a recommendation of approval to the Council. and

WHEREAS, the City Council reviewed and discussed the proposed amendments at a work session meeting on August 22, 2023, where the public had an opportunity to address the City Council in open comments and once more at a business session on September 12, 2023; and

WHEREAS, the City Council finds that the amendments to SCMO sections 10.30.020, as proposed, is in the best interests of the City and bring the ordinance into compliance with state laws prohibiting municipalities from requiring building design elements on one or two-family dwellings pursuant to Utah Code Ann. § 10-9a-534(2).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. **Amendment.** Syracuse City Municipal Ordinance Code Section 10.30.020 are hereby amended as shown in and attached as "Exhibit A".

Section 2. **Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 3. **Effective Date.** This Ordinance shall become effective immediately after publication or posting.

(signatures appear on separate page)

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 12th DAY OF September, 2023.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, MMC City Recorder	Mayor Dave Maughan

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Bingham	____	____
Councilmember Carver	____	____
Councilmember Savage	____	____
Councilmember Teague	____	____
Councilmember Watson	____	____

Exhibit A

COUNCIL AGENDA

September 12, 2023

Agenda item #12 Proposed Amendment to 10.75.040 PRD Side Setbacks

Factual Summation

It has been requested that the side setback requirements for the PRD Zone are reviewed. Please find attached for potential amendment language. Existing text is black, existing text to be removed is strikethrough, and new proposed text is in red.

Recommendation

Planning Commission held a public hearing and provided a positive recommendation on September 5. Also, Council reviewed this item on August 22 during their work meeting.

10.75.040 Minimum project standards.

All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards:

(D) Lot Width. Determined by development plan.

(E) Front Yard. Twenty feet.

(F) Side Yards. A minimum of ~~10~~ 16 feet between primary structures and ~~five~~ 8 feet from the property line. ~~If the height of the structure exceeds two stories, then the minimum side yard shall then be 16 feet between primary structures and eight feet from the property line.~~

(G) Rear Yard. A minimum of 15 feet.

ORDINANCE NO. 2023-21

AN ORDINANCE AMENDING SYRACUSE CITY MUNICIPAL CODE SECTION 10.75.040 RELATED TO SIDE YARD SETBACKS IN THE PLANNED RESIDENTIAL DEVELOPMENT (PRD) ZONE.

WHEREAS, the City Council has the authority, pursuant to state law, to enact and amend legislation for the health, welfare, and safety of its residents, businesses and those visiting the City; and

WHEREAS, there is a proposed text amendment to the side yard setback requirements for projects in the PRD zone under Syracuse City Municipal Ordinance ("SCMO") section 10.75.040 to increase the minimum requirement; and

WHEREAS, the Planning Commission reviewed and discussed the proposed amendment at a properly noticed public hearing on September 5, 2023, where the public had an opportunity to address the Commission, and voted to forward a recommendation of approval to the City Council; and

WHEREAS, the City Council reviewed and discussed the proposed amendments at a work session meeting on August 22, 2023, where the public had an opportunity to address the City Council in open comments and held a properly noticed public meeting to review the ordinance once more in a business session on September 12, 2023, where the public had an opportunity to address the City Council; and

WHEREAS, the City Council finds that the amendment to SCMO sections 10.75.040 as proposed, promotes the City's interests in creating well-designed residential development within the City, and furthers the Council's objectives in protecting the health, welfare and safety of Syracuse residents and visitors within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. **Amendment.** Syracuse City Municipal Ordinance Code Section 10-75.040are hereby amended as shown in and attached as "Exhibit A".

Section 2. **Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 3. **Effective Date.** This Ordinance shall become effective immediately after publication or posting.

(signatures appear on separate page)

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 12th DAY OF September, 2023.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, MMC
City Recorder

Mayor Dave Maughan

Voting by the City Council:

"AYE""NAY"

Councilmember Bingham ____ ____

Councilmember Carver ____ ____

Councilmember Savage ____ ____

Councilmember Teague ____ ____

Councilmember Watson ____ ____

Exhibit A

COUNCIL AGENDA

September 12, 2023

Agenda Item # **13** **Regional Park Phase 1, design adjustment**

Factual Summation

- Any questions regarding this agenda item may be directed at Mayor Maughan, Brody Bovero, City Manager, or Kresta Robinson, Parks and Recreation Director

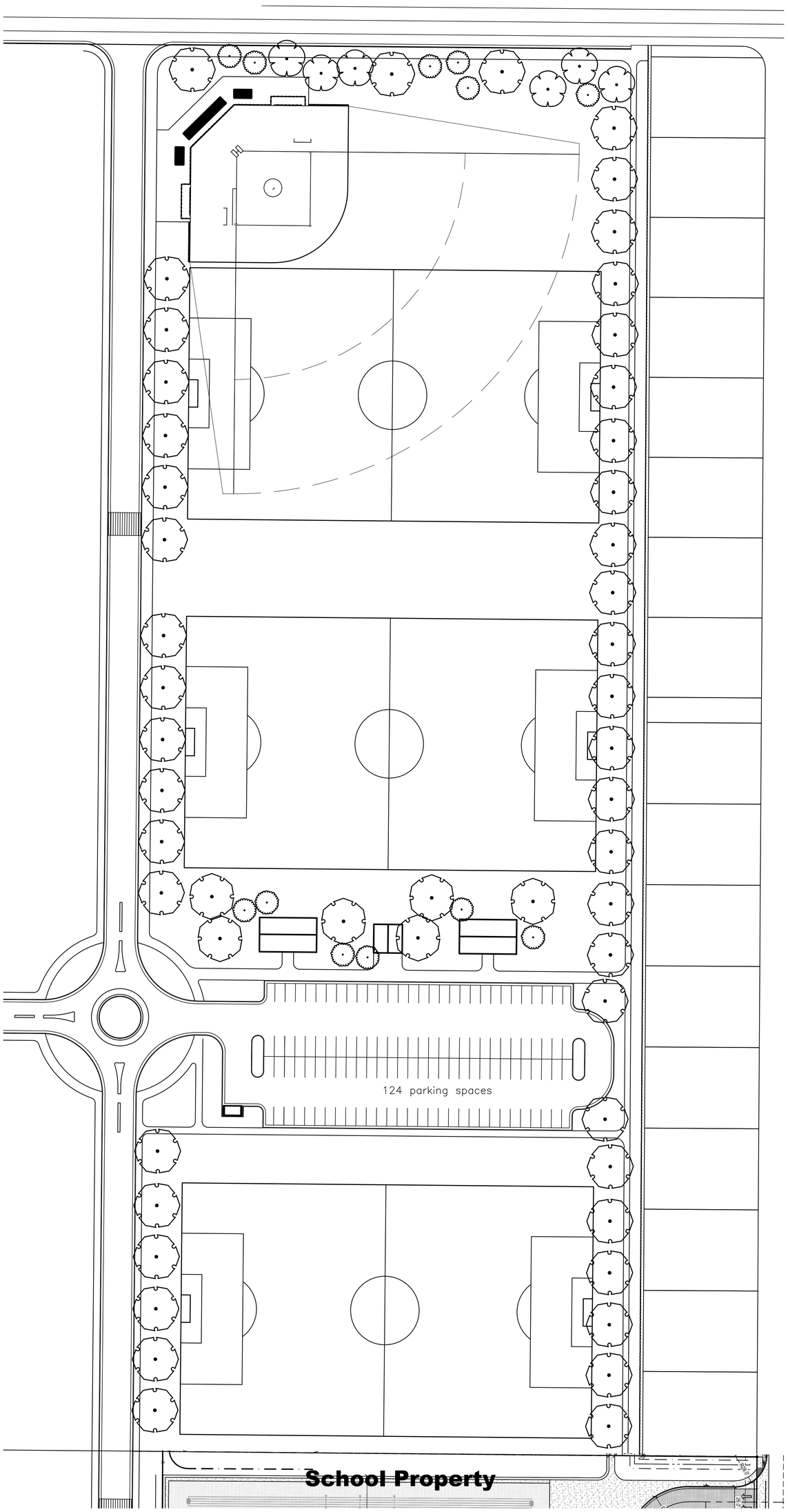
- On July 11, 2023, the council discussed the land trade of regional park land for the Davis School District elementary land. In the discussion, staff provided a rough sketch of the plan. Staff met with JUB and asked them to provide an updated concept plan, and Davis School District provided a drawing of the shared access road for the council's review.

- Attached is the updated concept plan and drawing of the shared access road.

Goals of Discussion

- Decide whether to move forward with engineering of the concept plan of the regional park.

Plot Date:8/31/2023 1:33 PM Plotted By: Jaynie Wilkinson
Date Created:8/31/2023 \\KAYS\PUBLIC\PROJECTS\JUB\SYRACUSE\55-17-110 SYRACUSE REGIONAL PARK\PHASE1\CONSTRUCTION\PACKAGE\DESIGN\CAD\MODEL\55-17-110_L-SP_CONCEPT 8-10-2021.DWG



DRAWING NOT TO SCALE

L-101

SHEET NUMBER:

LAST UPDATED: 8/31/2023

ONE INCH

AT FULL SIZE. IF NOT ONE INCH, SCALE ACCORDINGLY

CHECKED BY: JWM

DESIGNED BY: JWM

DRAWN BY: JDW

JUB PROJ. #: 55-17-110

FILE: 55-17-110_L-SP_CONCEPT 8-0-2021

SYRACUSE REGIONAL PARK PHASE 1
SYRACUSE CITY

30% DESIGN CONCEPT

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

REVISION

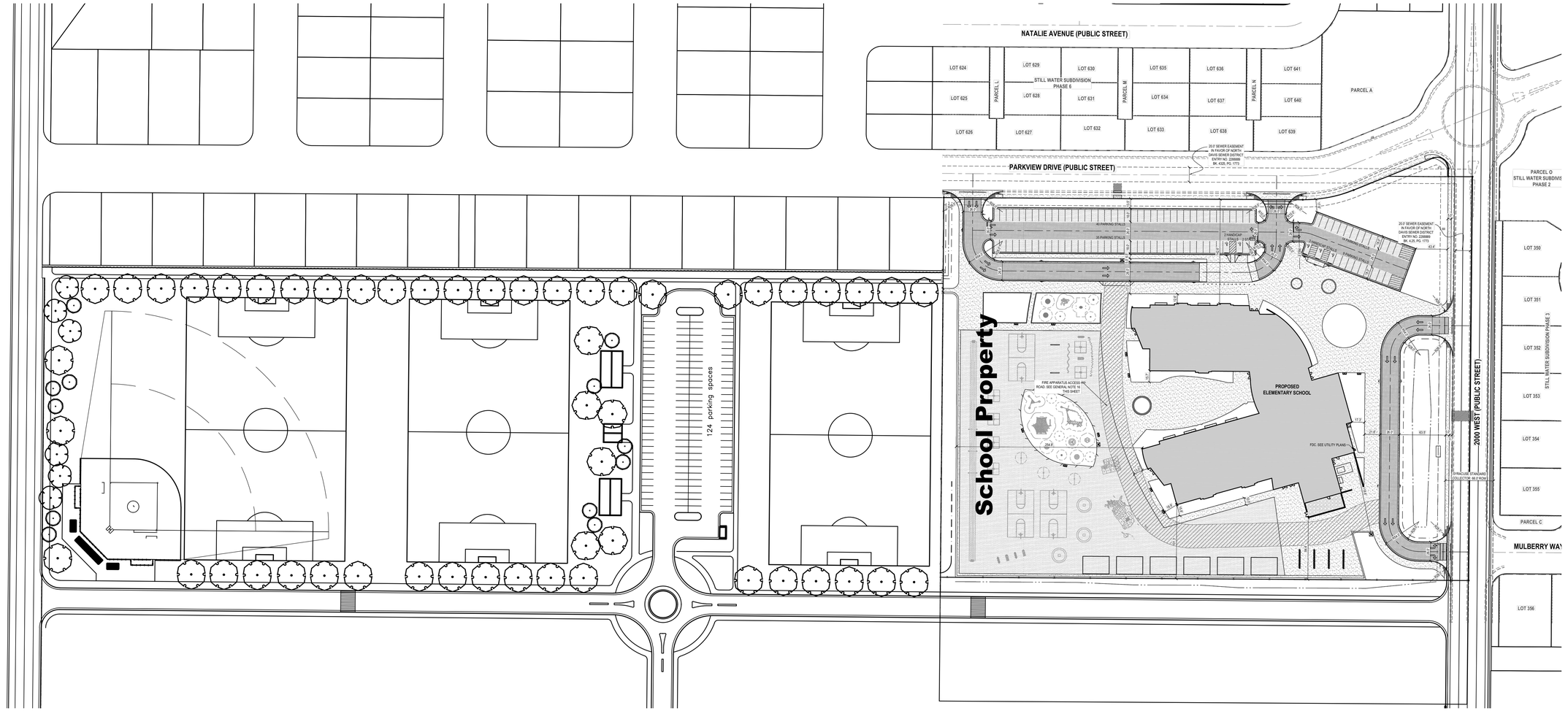
NO.	DESCRIPTION	BY	APR.	DATE

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

J-U-B ENGINEERS, INC.
466 North 900 West
Kaysville, UT 84037
Phone: 801.547.0393
www.jub.com

J-U-B ENGINEERS, INC.



DRAWING NOT TO SCALE

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
466 North 900 West
Kaysville, UT 84037
Phone: 801.547.0393
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PRELIMINARY PLANS

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REVISION			
NO.	DESCRIPTION	BY	APP'L DATE

SYRACUSE REGIONAL PARK PHASE 1
SYRACUSE CITY

30% DESIGN CONCEPT

FILE :	55-17-110_L-SP_CONCEPT 8-0-2021
JUB PROJ. # :	55-17-110
DRAWN BY:	JDW
DESIGN BY:	JMM
CHECKED BY:	JMM
ONE INCH	AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED:	8/31/2023

SHEET NUMBER:

L-102

Plot Date:8/31/2023 1:34 PM Plotted By: Jaymie Wilkinson
Date Created:8/31/2023 \\KAYS\PUBLIC\PROJECTS\JUB\SYRACUSE\55-17-110 SYRACUSE REGIONAL PARK\PHASE1\CONSTRUCTIONPACKAGE\DESIGN\CAD\MODEL\55-17-110_L-SP_CONCEPT 8-10-2021.DWG

2000 WEST

R28.0'
R27.5'
R27.5'
R27.5'
R150.0'
R150.0'
R150.0'
R163.5'
R163.5'
R136.5'

SWLV

12.0'
12.0'
12.0'
10.5'

NORTH

HORIZONTAL GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
HORZ: 1 inch = 10 ft.