



**EPHRAIM CITY COUNCIL
WORK MEETING AGENDA
Council Chambers – Ephraim City Hall
5 South Main, Ephraim, Utah
Wednesday, November 15, 2023
5:30 PM**

Join Zoom Meeting

<https://us02web.zoom.us/j/81190927017?pwd=U3RBT2l2dnRRUkN3UEtNRGI3aUNWQT09>

CALL TO ORDER

ROLL CALL

- I. Department Reports**
- II. Agenda Review**

ADJOURNMENT

In Accordance with the Americans with Disabilities Act (ADA) this facility is wheelchair accessible and handicap parking is available. Request for accommodations and interpretive services must be made three (3) working days prior to the meeting. Please contact the city office at 283-4631 for information or assistance.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder / Authorized Agent, does hereby certify that the above notice and agenda was posted this 13th day of November 2023. A copy was also provided to the local media and posted on the Utah State website.

CANDICE MAUDSLEY
EPHRAIM CITY RECORDER



**EPHRAIM CITY COUNCIL
REGULAR MEETING AGENDA**
Council Chambers – Ephraim City Hall
5 South Main, Ephraim, Utah
Wednesday, November 15, 2023
6:00 PM

Today's meeting will be held in person in the Council Chambers and is open to the public. Members of the press and public are also invited to view this meeting live with Zoom.

To participate in the public comment period or any scheduled public hearings, please email candicem@ephraimcity.org before 3:00 PM on the day of the meeting.

Join Zoom Meeting 6:00 P.M.

<https://us02web.zoom.us/j/81190927017?pwd=U3RBT2I2dnRRUkN3UEtNRGI3aUNWQT09>

CALL TO ORDER

OPENING CEREMONY

The Ephraim City Council invites any community organization, church, or individual resident to present a thought, reading, or invocation in the opening ceremony portion of the public meeting. Those wishing to participate in an Opening Ceremony should contact the City Recorder by the Friday morning preceding the meeting. City Council meetings are held the first and third Wednesdays of each month.

ROLL CALL

PUBLIC COMMENT

Members of the public may address the City Council on matters not listed on the agenda. Those interested should fill out a public comments form to be given to the Mayor prior to the meeting. Each individual will have five minutes to address the Council and may submit documents outlining their issue. The Council cannot take legal action on public comment at this time. At the conclusion of each public comment, the Council may respond to criticism made by those who have addressed them, may ask staff to review a matter or may ask that a matter be placed on a future agenda. All City Council meetings are recorded.

I. PRESENTATIONS

A. Swearing in of Police Officer Dilan Owens

B. Presentation from the Granary Arts concerning the purchase of Historic Ephraim Square (Amy Jorgenson)

II. PUBLIC HEARING AND RELATED ACTION

A. Public Hearing Regarding Historic Ephraim Square Disposition

1. Ephraim City Resolution ECR 23-21 Historic Ephraim Square Property Disposition (Sean Lewis)

Discussion and possible action regarding ECR 23-21 approving the Historic Ephraim Square Property Disposition.

PAGES 5-7

B. Public Hearing Regarding the Graser Property Acquisition

1. Ephraim City Resolution ECR 23-22 Graser Property Acquisition (Sean Lewis)

Discussion and possible action regarding ECR 23-22 approving the Graser Property Acquisition.

PAGES 8-20

III. MOTION AGENDA

A. Approval of the November 13, 2023, Warrant Register

PAGES 21-30

B. Approval of the November 1, 2023, Work and Regular City Council Meeting Minutes

PAGES 31-37

C. Request for Water Service Outside City (Cless Young)

PAGES 38-39

D. Ted Meikle Consulting Contract (Sean Lewis)

Review and possible approval of a consulting contract with Ted Meikle for the airport.

PAGES 40-43

E. Approval of Preliminary Plat for Childcare Facility at Ephraim Crossing (Megan Spurling)

PAGES 44-47

The applicant, Camino Verde group, is requesting the subdivision to divide portions of Assessor's Parcel S-6190 consisting of .56 acres and S-6188 consisting of 10.722 acres, into one (1) parcel consisting of 1.005 acres.

F. Financial Review (Jon Knudsen)

PAGES 48-59

G. Ephraim City Resolution 23-23 City Employee Policy Manual (Aaron Broomhead)

PAGES 60-107

Discussion and possible action regarding ECR 23-23 approving the revised Ephraim City Employee Policy Manual.

III. Appointments and Council Reports

Discussion and possible action on the following items:

A. Council Reports

1. City Council may report on meetings/events attended and issues discussed in meetings/events attended by a Councilmember in their official capacity as the City's representative.
2. City Council questions regarding the update must be limited solely for clarification purposes. If further discussion is warranted, the issue will be added to a future agenda for a detailed briefing.
3. City Council report of upcoming meetings.
4. City Council request for agenda items to be placed on future Council Meeting agendas.

IV. City Manager Report

This is the City Manager's opportunity to give notice to the City Council of current events impacting the City. Comments are intended to be informational only and no discussion, deliberation or decision will occur on this item.

V. CLOSED SESSION

The Council may vote to discuss matters in Closed Session pursuant to Utah Code annotated 52-4-5 and will determine if any action should be taken from items discussed during the Closed Session at that time.

ADJOURNMENT

From time to time, matters are discussed by the City Council that do not appear on the posted agenda. Items that require/request action taken by the City Council will appear in the posted agenda. Submitted Action Items for the Council agenda must be received by the City Recorder's office by the Friday prior to the Council meeting and should be accompanied by any and all supporting written documentation. Without such documentation, the recorder reserves the right to postpone the hearing of any item until such documentation has been submitted.

In Accordance with the Americans with Disabilities Act (ADA) this facility is wheelchair accessible and handicap parking is available. Request for accommodations and interpretive services must be made three (3) working days prior to the meeting. Please contact the city office at 283-4631 for information or assistance.

CERTIFICATE OF POSTING

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Candice Maudsley,
EPHRAIM CITY RECORDER

**EPHRAIM, UTAH
RESOLUTION NO. ECR 23-21**

**A RESOLUTION AUTHORIZING AN AGREEMENT TO DISPOSE OF REAL
PROPERTY – EPHRAIM HISTORIC SQUARE**

WHEREAS, the Utah Municipal Code (Utah Code Ann. (“UCA”) Section 10-1-1 et seq) authorizes Ephraim City (the “**City**”) to enter into contracts, own, and dispose of real property;

WHEREAS, the City and the Granary Arts (“**Buyer**”) desire to enter into a real estate purchase and sale agreement in which the City sells and Trustees purchases the real property described in **Attachment A** (the “**Property**”);

WHEREAS, the Ephraim City Code (Section 1.44.010) and Utah Code (UCA Section 10-8-2(4)) require that the Ephraim City Council hold a public hearing prior to disposing of a significant parcel of real property;

WHEREAS, on October 30, 2023, the City provided notice of a public hearing to be held before the City Council on November 15, 2023;

WHEREAS, on November 15, 2023 the City Council held a public hearing for the purpose of receiving public comment on the proposed sale of the Property;

WHEREAS, the City staff has reviewed real estate transactions and listings it has deemed reasonably similar and the terms of the proposed Purchase and Sale Agreement (the “**Agreement**”) and recommended approval based on those terms, including intangible benefits to the City as authorized under UCA Section 10-8-2; and

WHEREAS, after a careful analysis and consideration of the relevant information, the City desires enter into an Agreement, whereby the City sells fee title of the Property to Buyer.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL AS FOLLOWS:

1. The Council acknowledges the Agreement, substantially in the form attached hereto as **EXHIBIT B**. However, it is understood that this approval is preliminary, and negotiations shall continue to finalize the terms and conditions. Mayor Scott is hereby authorized to execute the Agreement on behalf of the City, with the understanding that any necessary adjustments may be made through ongoing negotiations.
2. This Resolution shall take effect upon adoption.

PASSED AND APPROVED BY THE EPHRAIM CITY COUNCIL, STATE OF UTAH, this 15th day of November 2023.

EPHRAIM CITY, UTAH

JOHN SCOTT, Mayor

SEAL

VOTING:

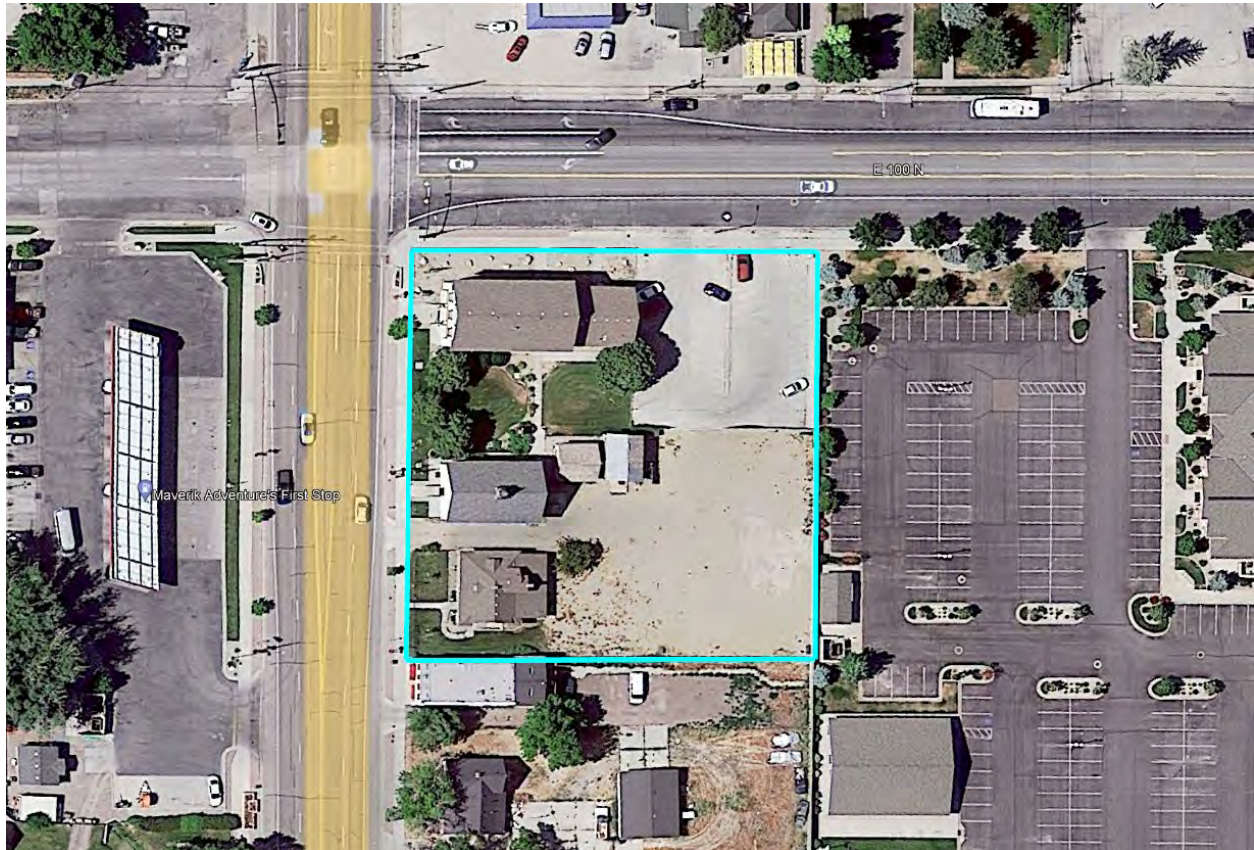
Margie Anderson	_____	Yea	_____	Nay
Tyler Adler	_____	Yea	_____	Nay
Lloyd Stevens	_____	Yea	_____	Nay
Alma Lund	_____	Yea	_____	Nay
Richard Wheeler	_____	Yea	_____	Nay

ATTEST

Candice Maudsley, City Recorder

Exhibit A

The Property consists of Parcels 305,306,307, and307X, which are located at approximately 64,80, and 90 N Main.



Property 1

BEG SW COR LOT 5,BLK 21 PLAT A EPHRAIM CITY SURVEY,E 13.5 RDS,N 7.5 RDS,W 8.96 RDS,S 3.15 RDS,W 4.54 RDS,S 72.4 FT TO BEG CONT .54 AC

Property 2

BEG 59 FT 4 INS S,NW COR LOT 5,BLK 21 PLAT A,EPHRAIM CITY SURVEY;S 92 FT 8 INS,E 75 FT,N 52 FT,E 17 FT,N 40 FT 8 INS,W 92 FT TO BEG CONT .18 AC

Property 3

BEG NW COR LOT 5,BLK 21,PLAT A,EPHRAIM CITY SURVEY;E 80 FT,S 59 FT 4 INS,W 80 FT,N 59 FT 4 INS TO BEG CONT .11 AC

Property 4

BEG 80 FT E NW COR LOT 5,BLK 21,PLAT A,EPHRAIM CITY SURVEY;E 142 FT 9 INS,S 6.10 RDS,W 130.75 FT,N 40 FT 8 INS,W 12 FT,N 59 FT 4 INS TO BEG CONT .32 AC

**EPHRAIM, UTAH
RESOLUTION NO. ECR 23-22**

**A RESOLUTION AUTHORIZING AN AGREEMENT TO BUY REAL PROPERTY
FROM ENID T. GRASER TRUST**

WHEREAS, the Utah Municipal Code (Utah Code Ann. (“UCA”) Section 10-1-1 et seq) authorizes Ephraim City (the “**City**”) to enter into contracts, own, and dispose of real property;

WHEREAS, the City and Enid T. Graser Trustees (“Trustees”) desire to enter into a real estate purchase and sale agreement in which the City purchases and Trustees sells the real property described in **Attachment A** (the “**Property**”);

WHEREAS, the Utah Code (UCA Section 10-8-2(3)) requires that the Ephraim City Council hold a public hearing prior purchasing real property;

WHEREAS, on October 30, 2023, the City provided notice of a public hearing to be held before the City Council on November 15, 2023;

WHEREAS, on November 15, 2023, the City Council held a public hearing for the purpose of receiving public comment on the proposed sale of the Property;

WHEREAS, the City staff has reviewed real estate transactions and listings it has deemed reasonably similar and the terms of the proposed Purchase and Sale Agreement (the “**Agreement**”) and recommended approval based on those terms, including intangible benefits to the City as authorized under UCA Section 10-8-2; and

WHEREAS, after a careful analysis and consideration of the relevant information, the City desires to enter into the Agreement, whereby the City purchases fee title of the Property from Trustees.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL AS FOLLOWS:

1. The Agreement, substantially in the form attached hereto as **EXHIBIT B**, is approved and Mayor Scott is authorized to execute the Agreement on behalf of the City.
2. This Resolution shall take effect upon adoption.

PASSED AND APPROVED BY THE EPHRAIM CITY COUNCIL, STATE OF UTAH, this 15th day of November 2023.

EPHRAIM CITY, UTAH

JOHN SCOTT, Mayor

SEAL

VOTING:

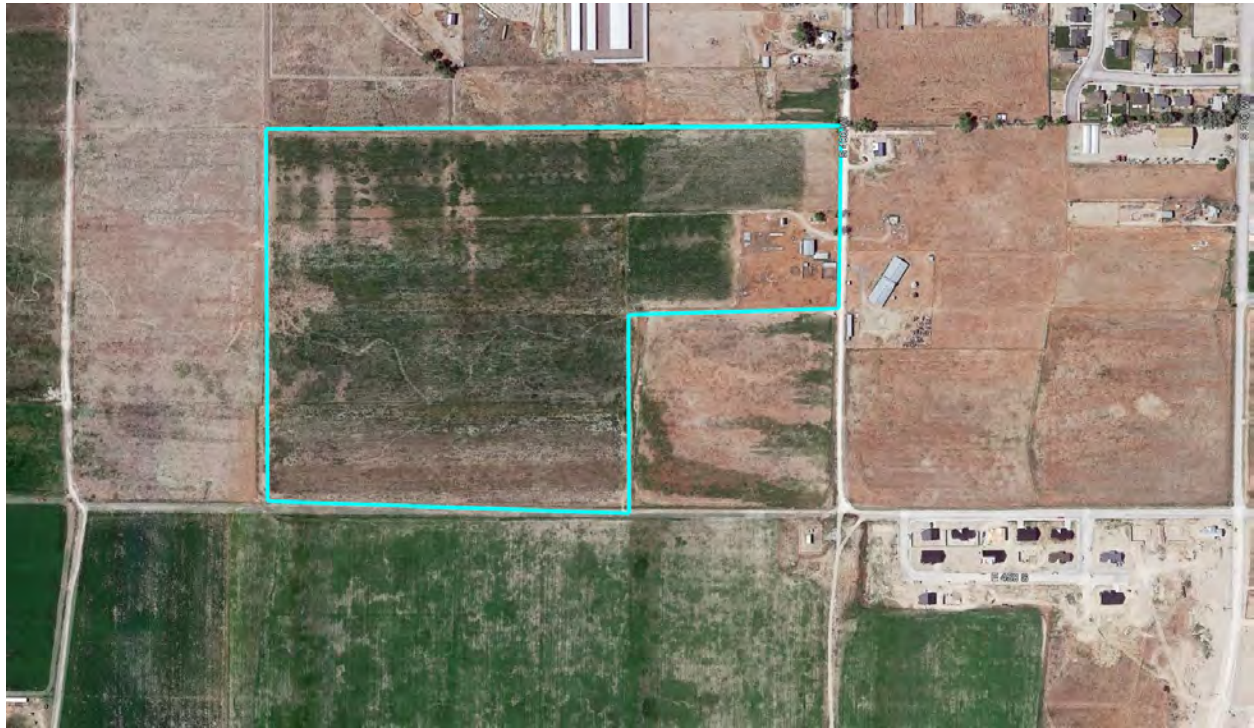
Margie Anderson	_____	Yea	_____	Nay
Tyler Adler	_____	Yea	_____	Nay
Lloyd Stevens	_____	Yea	_____	Nay
Alma Lund	_____	Yea	_____	Nay
Richard Wheeler	_____	Yea	_____	Nay

ATTEST

Candice Maudsley, City Recorder

Exhibit A

The Property consists of approximately 49.25 acres, parcels 0778, 6084, 6087, and 6090 and is located at approximately 345 S 400 W.



PARCEL 1:

BEGINNING 13.08 CHAINS SOUTH FROM THE NORTHWEST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 7.15 CHAINS; THENCE SOUTH 4.52 CHAINS; THENCE WEST 6.87 CHAINS; THENCE NORTH 4.48 CHAINS TO THE BEGINNING.

ALSO BEGINNING 17.38 CHAINS NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 6.59 CHAINS; THENCE NORTH 5.45 CHAINS; THENCE WEST 6.87 CHAINS; THENCE SOUTH 5.06 CHAINS TO THE BEGINNING.

PARCEL 2:

BEGINNING 14.08 CHAINS SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 23.40 CHAINS; THENCE SOUTH 14.52 CHAINS; THENCE EAST 9.95 CHAINS; THENCE NORTH 5.22 CHAINS; THENCE EAST 13.13 CHAINS; THENCE NORTH 9.54 CHAINS TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING 12.11 CHAINS NORTH AND 4.15 CHAINS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 5.24 CHAINS; THENCE WEST 10.10 CHAINS; THENCE SOUTH 5.23 CHAINS; THENCE EAST 10.25 CHAINS TO THE POINT OF BEGINNING.

PARCEL 4:

BEGINNING 7 CHAINS NORTH AND 4.50 CHAINS WEST FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 5.13 CHAINS; THENCE WEST 20.03 CHAINS; THENCE SOUTH 5.40 CHAINS; THENCE EAST TO THE POINT OF BEGINNING.

**PURCHASE AND SALE AGREEMENT BY AND BETWEEN
ENID T. GRASER TRUST, ESTATE OF ENID T. GRASER, AND EPHRAIM CITY**

This Purchase and Sale Agreement ("**Agreement**") is made, entered into, and effective, this 15th day of October, 2023 ("**Signing Date**"), by and among Margaret Williams, Successor Trustee of the Enid T. Graser Trust dated June 12, 2000, and Margaret Williams, qualified Personal Representative of the Estate of Enid T. Graser (collectively, "**Sellers**"), and Ephraim City ("**Buyer**").

RECITALS:

WHEREAS, Sellers own certain land in Sanpete County and desire to sell to Buyer the land described in Section 1 below, as well as a water right described in Section 2 below, water shares described in Section 3 below, and attendant equipment described in Section 4 below.

WHEREAS, Buyer desires to purchase the land, water right, water shares, and equipment under the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual agreements, covenants, and promises contained herein and other good and valuable consideration, the receipt, sufficiency, and validity of which is hereby acknowledged, the parties agree as follows:

WITNESSETH:

1. Subject Property. The land being sold by Sellers to Buyer ("**Property**") includes parcels in Ephraim, Sanpete County, Utah with the following Sanpete County Tax Identification Numbers, totaling approximately 49.25 acres:

- a. Parcel No. 0778
- b. Parcel No. 6084
- c. Parcel No. 6087
- d. Parcel No. 6090

The legal descriptions for the Property are provided in **Exhibit A**, and a map generally depicting the Property is attached hereto as **Exhibit B**.

2. Water Right. The water right being sold by Sellers to Buyer is Water Right No. 65-920 ("**Water Right**"), which purportedly allows for the diversion of 0.47108 cfs or 155.489 acre-feet from a well for the irrigation of 51.83 acres.

3. Water Shares. The water shares being sold by Sellers to Buyer are 29.75 shares in Ephraim Irrigation Company under Certificate No. 3264 ("**Water Shares**").
4. Equipment. All wells, fixtures, or other equipment attendant to or required for the extraction of water and the historical use of the Water Right and Water Shares, including but not limited to wells, wheel lines, pipes, and other personal property located on the Property (collectively, "**Equipment**") are being sold along with the Property, Water Right, and Water Shares. The Sellers shall, if requested by Buyer, execute and deliver an appropriate Bill of Sale for the Equipment on or before the Closing Date.
5. Agreement to Sell and Purchase. Sellers hereby agree to sell, convey, and assign to Buyer, and Buyer hereby agrees to purchase and acquire from Sellers, all of Sellers' right, title, and interest in and to the Property, Water Right, Water Shares, and Equipment subject to the terms of this Agreement.
6. Purchase Price. Buyer shall pay Sellers one million seven hundred twenty-three thousand nine hundred dollars (\$1,723,900.00) ("**Purchase Price**") in total for the Property, Water Right, Water Shares, and Equipment, according to the terms and conditions provided in this Agreement.
7. Earnest Money. Within fourteen (14) days of the Signing Date, Buyer shall place seventy-five thousand dollars (\$75,000.00) in escrow with First American Title Insurance Company ("**Escrow Agent**") as earnest money ("**Earnest Money**") to demonstrate its intent to purchase. If Buyer purchases the Property, Water Right, Water Shares, and Equipment pursuant to this Agreement, the Earnest Money will be applied to the Purchase Price.
8. Due Diligence Period. Buyer has thirty (30) days from the Signing Date ("**Due Diligence Period**") to investigate, verify, inspect, and appraise Sellers' Property, Water Right, Water Shares, and Equipment ("**Due Diligence**"). Buyer may determine that the Property, Water Right, Water Shares, or Equipment are inadequate for any reason during this period, by providing written notice of such to Sellers prior to the end of the Due Diligence Period ("**Termination Notice**"). Upon timely delivery of a Termination Notice, the Escrow Agent will return the Earnest Money to Buyer and this Agreement shall be terminated without penalty to Buyer. After the end of the Due Diligence Period, the Earnest Money will be (a) returned to Buyer, if Buyer terminates this Agreement as allowed under the terms of this Agreement; (b) paid to Seller, if Buyer breaches this Agreement and does not complete the purchase, as Seller's sole legal remedy; or (c) applied towards the Purchase Price at closing, if Buyer completes the purchase.
9. Title Insurance. Buyer will acquire a Property Title Insurance Policy and a Water Right Title Insurance Policy (collectively, "**Title Policies**") from Escrow Agent to insure title to the Property and Water Right. Within the Due Diligence Period, Buyer may

provide Sellers with a letter setting forth all of Buyer's objections to the Preliminary Title Commitments ("**Title Objections**") and Sellers shall have five (5) days after receipt of such letter to notify Buyer in writing ("**Sellers' Response Notice**") of Sellers' election to either: (A) cure, on or prior to the Closing Date, any of the Title Objections, or (B) not cure all or any of the Title Objections. Sellers' failure to respond within such five-day period shall be deemed an election by Sellers not to cure any of the Title Objections. All effort and cost required to resolve Title Objections shall be the sole responsibility of Sellers. If Sellers are unwilling to cure any of the Title Objections, Buyer will have the option to waive the relevant Title Objection(s) or to terminate this Agreement by providing a Termination Notice to Sellers within five (5) days after receipt of Sellers' Response Notice or, if no Sellers' Response Notice is provided, within five (5) days after the expiration of the 5-day period for delivery of Sellers' Response Notice. Upon timely delivery of a Termination Notice, the Escrow Agent will return the Earnest Money to Buyer and this Agreement shall be terminated without penalty to Buyer. If Sellers elect to cure any Title Objection(s), Sellers shall cure the Title Objection(s) at or prior to the Closing Date. Without Buyer's written consent in each instance, Sellers covenant that they will not create or cause or permit any title exception, lien, or encumbrance to attach to the Property or Water Right between the Signing Date and the Closing Date that would survive the Closing Date. Any exception, lien, or encumbrance attaching after the Signing Date by the action or inaction of Sellers, as well as any lien or encumbrance which is a mortgage, deed of trust, judgment lien, or similar lien against the Property that has been created by the action of Sellers and which can be discharged by the payment of money, shall be discharged by Sellers at or prior to the Closing Date.

10. Closing Costs. Closing costs, including but not limited to escrow fees, recording fees, and premiums for Title Policies ("**Closing Costs**") will be split equally between Sellers and Buyer.

11. Warranties of Sellers. Sellers do hereby represent, covenant, and warrant to Buyer that the following are true now and will be on the Closing Date.

- a. Authority. Sellers have the full right and authority to enter into this Agreement and to consummate the transactions intended in this Agreement, and no other consent to do so is required.
- b. Title to Property, Water Right, and Water Shares. Sellers now have, and on the Closing Date will have, good and merchantable fee simple title to the Property. The Property is free and clear of all liens, security interests, mortgages, pledges, encumbrances, taxes, assessments, charges, and claims of whatever nature. In addition, Sellers now have, and on the Closing Date will have, good and merchantable fee simple title to the Water Right. The Water Right is free and clear of all liens, security interests, mortgages, pledges, encumbrances, taxes, assessments, charges, and claims of

whatever nature. In addition, Sellers now have, and on the Closing Date will have, good and merchantable fee simple title to the Water Shares. The Water Shares are free and clear of all liens, security interests, mortgages, pledges, encumbrances, taxes, assessments, charges, and claims of whatever nature.

- c. Judgments or Litigation. Sellers have no knowledge of any outstanding judgments against Sellers that would in any manner affect the consummation of this transaction or constitute any cloud upon the title to the Property, Water Right, or Water Shares. Sellers have no knowledge of any pending litigation, proceedings, or investigations, or any threats of litigation, proceedings, or investigations, which might result in any cloud upon the title to the Property, Water Right, or Water Shares, or any other material change in the value of the Property, Water Right, or Water Shares.
- d. Continued Cooperation. Sellers shall, within reason, provide non-monetary cooperation and assistance to Buyer before, during, and after the Closing Date to effectuate the transactions contemplated in this Agreement including, without limitation, the execution of any documents or the taking of any action (or the restraining from taking of any action) necessary or desirable to achieve the intended results herein, as well as providing information about use of the Water Right and Water Shares to assist Buyer with any future administrative filings with the Utah Division of Water Rights.
- e. No Competing Rights. No person, firm, or entity, other than Buyer, has any right to purchase, lease, or otherwise acquire or possess the Property, Water Right, or Water Shares or any part thereof.
- f. No Regulatory Violations. Sellers have no knowledge that, and have not received any written or other notice that, the Property is in breach of any law, ordinance or regulation, or any order of any court or any federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality wherever located, including, without limitation, those relating to environmental matters and hazardous waste, and no claim, action, suit, or proceeding is pending, or, to the best of Sellers' knowledge and belief and after due inquiry, threatened against or affecting Sellers or affecting the Property, Water Right, or Water Shares, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or entity wherever located, with respect to the Property, Water Right, and Water Shares, or Sellers' present use and operation of the Property, Water Right, and Water Shares.

- g. No Hazardous Materials. To the best of Sellers' knowledge, neither Sellers nor any tenant of Sellers, caused or permitted any hazardous material to be placed, held, located, nor disposed of on, under, or at the Property in violation of applicable law. Hazardous material is hereby defined for purposes of this paragraph as any material identified now or in the future under any federal, state, or local law or regulation, or any other material or substance which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or cleanup. Sellers shall be responsible for remediation and cleanup of hazardous materials discovered on the Property prior and subject to closing.

12. Conditions Precedent. All obligations of Buyer to close this transaction are subject to the fulfillment of each of the following conditions before or on the Closing Date:

- a. Sellers' Compliance. Sellers will have performed and complied with all agreements and conditions required herein. Sellers understand and agree that it is necessary to execute and file certain documents with the Division, County Recorder's Office, and Ephraim Irrigation Company on or prior to the Closing Date, and Sellers agree to cooperate with and sign any such documents requested for filing by Buyer.
- b. Proof of Title. Sellers shall provide Buyer with signed Deeds transferring title to the Property and Water Right to Buyer. Sellers shall also provide Buyer with properly endorsed and original Ephraim Irrigation Company share certificates. Sellers shall take all other actions necessary to provide documentation reasonably requested by Buyer to prove or support the free and clear transfer of title and validity of the Property, Water Right, and Water Shares.

13. Closing. The parties shall proceed with the closing within ten (10) days following the later of (a) the end of the Due Diligence Period described in Section 8, if there are no Title Objections; or (b) the date the Title Objections are cured by Sellers or waived by Buyer, as provided in Section 9 ("**Closing Date**"). Sellers and Buyer will use their best efforts to have the Closing Date be on or before December 1, 2023. On or before the Closing Date, Sellers shall execute, in favor of Buyer, a warranty deed and water right addendum conveying the Water Right to Buyer ("**Water Deed**") and a warranty deed conveying the Property to Buyer ("**Property Deed**") (collectively, "**Deeds**"). The Deeds shall be prepared by Buyer's counsel. Sellers shall deliver the signed Deeds, endorsed water share certificate, and signed Bill of Sale to Escrow Agent. Buyer shall provide the Purchase Price and Buyer's portion of the Closing Costs to Escrow Agent. Upon

confirmation from both parties, Escrow Agent shall record the Deeds and shall disburse the funds, less Sellers' portion of the Closing Costs, to Sellers.

14. Miscellaneous Provisions.

- a. Rules of Construction. This Agreement, including any ambiguities or uncertainties herein, shall be equally and fairly interpreted for the benefit of and against each party hereto, and shall further be construed and/or interpreted without reference to the identity of any party preparing this document, it being expressly understood and agreed that each party participated equally in the negotiation of this Agreement and has had equal opportunity to do so.
- b. Additional Documentation. Any other documentation that may be required to close and consummate the transaction after the signing of this Agreement shall be made and delivered by the parties as required.
- c. Notices. All notices and other communications, required or permitted to be given hereunder, shall be in writing and shall be deemed to have been duly given and delivered, if hand delivered or mailed, certified postage prepaid:

If to Sellers: Margaret Williams
2536 S. 550 E
Bountiful UT 84010

If to Buyer: Ephraim City
Attn: City Manager
5 South Main
Ephraim, UT 84627

- d. Binding Effect. All of the agreements between the parties shall be binding upon and inure to the benefit of the parties, their successors, personal representatives, heirs, or assigns.
- e. Captions. The captions of any articles, paragraphs, or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provisions hereof.
- f. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.
- g. Entire Agreement. This Agreement merges all previous negotiations between the parties hereto and constitutes the entire Agreement and

understanding between the parties with respect to the subject matter hereof. No alteration, modification or amendment hereto shall be valid except in writing and when signed by both parties. This Agreement shall survive and extend beyond the execution of the Deeds referenced throughout this Agreement and shall not merge with said Deeds at closing, but shall remain in full force and effect until any termination as provided herein or upon return of the Property, Water Right and Water Shares, along with payment of the Earnest Money, if applicable, to Sellers.

- h. Time of the Essence. Time is of the essence in the performance of all duties and obligations under this Agreement.
- i. Warranty of Authority. Those executing this Agreement on behalf of an entity represent and warrant that they are authorized to execute this Agreement on behalf of the entity for which they are signing.
- j. Assignment. Neither this Agreement nor any right, license, privilege or obligation provided herein, may be assigned, transferred or shared by either party without the other party's prior written consent, not to be unreasonably withheld, and any attempted assignment, transfer or sharing without consent is void; provided that Buyer may perform its obligations hereunder through any subsidiary or affiliate for whose performance Buyer will be responsible and remains liable and Sellers may assign this Agreement to a subsidiary or affiliate for whose performance Sellers will be responsible and remain liable.
- k. Severability. If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed limited or, if necessary, severed only to the extent necessary to eliminate such invalidity or unenforceability. The parties will negotiate a valid, enforceable substitute provision that most nearly effects the parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement will remain in full force and effect.
- l. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto will be bound until all parties have duly executed, or caused to be duly executed, a counterpart of this Agreement.

15. Representations. All statements contained in this Agreement or any other instrument delivered by or on behalf of Sellers as provided in this Agreement, or in connection with this transaction, will be deemed representations and warranties by Sellers as provided in this Agreement. All representations, warranties, indemnities, and agreements made by Sellers or Buyer in this Agreement shall survive the Closing Date.

SELLERS:
Enid T. Graser Trust

by Margaret Williams

Margaret Williams, Successor Trustee of the
Enid T. Graser Trust dated June 12, 2000

Oct 15 2023

Date

Margaret Williams

Margaret Williams, Personal Representative
of the Estate of Enid T. Graser

Oct 15, 2023

Date

BUYER:



Ephraim City

By: John Scott, Mayor

10-27-23

Date



Attest: Candice Maudsley, City Recorder

10-27-23

Date

EXHIBIT A

PARCEL 1:

BEGINNING 13.08 CHAINS SOUTH FROM THE NORTHWEST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 7.15 CHAINS; THENCE SOUTH 4.52 CHAINS; THENCE WEST 6.87 CHAINS; THENCE NORTH 4.48 CHAINS TO THE BEGINNING.

ALSO BEGINNING 17.38 CHAINS NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 6.59 CHAINS; THENCE NORTH 5.45 CHAINS; THENCE WEST 6.87 CHAINS; THENCE SOUTH 5.06 CHAINS TO THE BEGINNING.

PARCEL 2:

BEGINNING 14.08 CHAINS SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 23.40 CHAINS; THENCE SOUTH 14.52 CHAINS; THENCE EAST 9.95 CHAINS; THENCE NORTH 5.22 CHAINS; THENCE EAST 13.13 CHAINS; THENCE NORTH 9.54 CHAINS TO THE POINT OF BEGINNING.

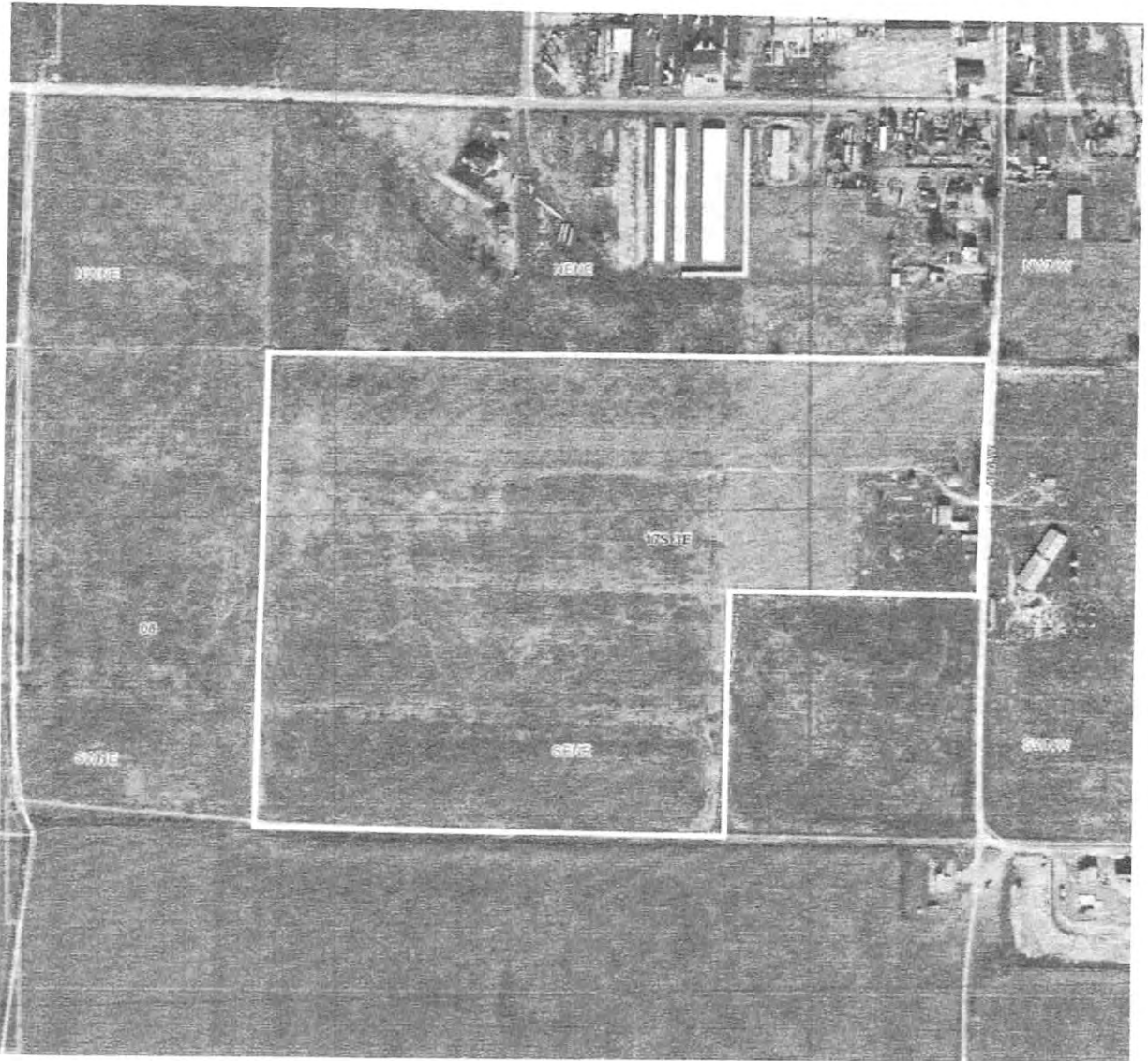
PARCEL 3:

BEGINNING 12.11 CHAINS NORTH AND 4.15 CHAINS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 5.24 CHAINS; THENCE WEST 10.10 CHAINS; THENCE SOUTH 5.23 CHAINS; THENCE EAST 10.25 CHAINS TO THE POINT OF BEGINNING.

PARCEL 4:

BEGINNING 7 CHAINS NORTH AND 4.50 CHAINS WEST FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 5.13 CHAINS; THENCE WEST 20.03 CHAINS; THENCE SOUTH 5.40 CHAINS; THENCE EAST TO THE POINT OF BEGINNING.

EXHIBIT B



Report Criteria

Detail report

Invoices with totals above \$0.00 included

Paid and unpaid invoices included

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ACCURATE MOBILE MIX CONCRETE								
14055	ACCURATE MOBILE MIX CONCRETE	9778	10-60-750 CAPITAL OUTLAY - CURB & GUTTER	STREETS-SIDEWALK-SKYLINE CHIROPRACTIC	10/24/2023	1,218.00	.00	
14055	ACCURATE MOBILE MIX CONCRETE	9794	53-40-480 ELECTRIC SUPPLIES	POWER-CONCRETE-4000 PSI MIX-ARBY'S	10/25/2023	195.00	.00	
14055	ACCURATE MOBILE MIX CONCRETE	9805	10-60-750 CAPITAL OUTLAY - CURB & GUTTER	STREETS-4000 PSI MIX-FLATWORK	10/31/2023	425.00	.00	
Total ACCURATE MOBILE MIX CONCRETE:						1,838.00	.00	
ACE HARDWARE-EPHRAIM								
15783	ACE HARDWARE-EPHRAIM	2310	10-60-250 EQUIP. SUPPLIES & MAINTENANCE	STREETS-AIR HOSE, COUPLER, AIR PLUG	10/31/2023	20.19	.00	
15783	ACE HARDWARE-EPHRAIM	2310	51-40-250 EQUIP SUPPLIES & MAINTENANCE	WATER-AIR HOSE, COUPLER, AIR PLUG	10/31/2023	20.19	.00	
15783	ACE HARDWARE-EPHRAIM	2310	52-40-250 EQUIP SUPPLIES & MAINTENANCE	SEWER-AIR HOSE, COUPLER, AIR PLUG	10/31/2023	20.19	.00	
15783	ACE HARDWARE-EPHRAIM	2310	10-60-250 EQUIP. SUPPLIES & MAINTENANCE	STREETS-ANTIFREEZE	10/31/2023	21.00	.00	
Total ACE HARDWARE-EPHRAIM:						81.57	.00	
ADAMS, CELESTE								
14671	ADAMS, CELESTE	2311	10-42-310 PROFESSIONAL & TECHNICAL	COURT-INTERPRETING-11-06-23	11/06/2023	25.00	.00	
Total ADAMS, CELESTE:						25.00	.00	
ALSCO								
325	ALSCO	2798906	10-51-260 BLDGS SUPPLIES & MAINTENANCE	GEN GOVT-CITY HALL MATS	11/08/2023	105.81	.00	
325	ALSCO	2798907	10-75-265 CLEANING	LIBRARY-MATS-NOV	11/08/2023	66.45	.00	
Total ALSCO:						172.26	.00	
BIRCH, AUBREY								
16131	BIRCH, AUBREY	2311	10-36-232 COMMUNITY CENTER REV	COMMUNITY CTR-SOURDOUGH PERCENTAGE-75%	11/10/2023	297.00	.00	
Total BIRCH, AUBREY:						297.00	.00	
BLACKBURN, JAMES								
15764	BLACKBURN, JAMES	2310	10-51-310 PROFESSIONAL & TECHNICAL	GEN GOVT-SOFTWARE-SECURITY CONSULTING	10/31/2023	1,000.00	.00	
Total BLACKBURN, JAMES:						1,000.00	.00	
BLINDMASTERS								
945	BLINDMASTERS	194571	10-51-260 BLDGS SUPPLIES & MAINTENANCE	GEN GOVT BLDGS-BLIND CLEANING	10/20/2023	1,120.00	.00	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BLINDMASTERS:						1,120.00	.00	
BURGE, KEVIN								
16127	BURGE, KEVIN	2311A	53-21350 CUSTOMER DEPOSITS	ELECTRIC-UTILITY DEPOSIT REFUND	11/07/2023	120.00	.00	
16127	BURGE, KEVIN	2311B	53-21360 HEAT Assistance Liability	HEAT REFUND	11/07/2023	282.31	.00	
Total BURGE, KEVIN:						402.31	.00	
CASELLE, INC								
1365	CASELLE, INC	128252	10-51-483 COMPUTER SOFTWARE	GEN GOVT-SOFT SUPP-DEC	11/01/2023	1,828.00	.00	
Total CASELLE, INC:						1,828.00	.00	
CASH (petty)								
12488	CASH (petty)	2311	10-43-230 TRAVEL	ADMIN-PETTY CASH REIMB-SCURA LUNCHES	11/07/2023	15.00	.00	
12488	CASH (petty)	2311	10-43-250 EQUIP. SUPPLIES & MAINTENANCE	ADMIN-PETTY CASH REIMB-CAR WASHES	11/07/2023	10.75	.00	
12488	CASH (petty)	2311	53-40-250 EQUIP SUPPLIES & MAINTENANCE	POWER-PETTY CASH REIMB-CAR WASHES	11/07/2023	45.00	.00	
12488	CASH (petty)	2311	10-70-250 EQUIP SUPPLIES & MAINTENANCE	REC-PETTY CASH REIMB-CAR WASH	11/07/2023	1.50	.00	
12488	CASH (petty)	2311	10-63-401 COMMUNITY EVENTS	REC-PETTY CASH REIMB-CHILDREN'S FEST	11/07/2023	30.00	.00	
12488	CASH (petty)	2311	10-60-250 EQUIP. SUPPLIES & MAINTENANCE	STREETS-PETTY CASH REIMB-CAR WASH	11/07/2023	16.67	.00	
12488	CASH (petty)	2311	51-40-250 EQUIP SUPPLIES & MAINTENANCE	WATER-PETTY CASH REIMB-CAR WASH	11/07/2023	16.67	.00	
12488	CASH (petty)	2311	52-40-250 EQUIP SUPPLIES & MAINTENANCE	SEWER-PETTY CASH REIMB-CAR WASH	11/07/2023	16.66	.00	
12488	CASH (petty)	2311	10-38-905 OVER/SHORT SUNDRY REVENUES	OVER/SHORT-PETTY CASH	11/07/2023	.06	.00	
12488	CASH (petty)	2311	10-11850 PETTY CASH	PETTY CASH-REDUCE CASH BALANCE	11/07/2023	110.00	.00	
Total CASH (petty):						42.19	.00	
CENTRAL UTAH TITLE CO.								
1475	CENTRAL UTAH TITLE CO.	31000-SA	56-40-310 PROFESSIONAL SERVICES	ECHA-RECONVEYANCE-UJEL MAELI	11/03/2023	115.00	.00	
Total CENTRAL UTAH TITLE CO.:						115.00	.00	
CREATIVE CULTURE INSIGNIA, LLC								
15035	CREATIVE CULTURE INSIGNIA, LLC	10011	10-54-480 DEPARTMENT SUPPLIES	POLICE-SHOULDER PATCHES	11/06/2023	199.50	.00	
Total CREATIVE CULTURE INSIGNIA, LLC:						199.50	.00	
DATA CENTER LLC, THE								
12498	DATA CENTER LLC, THE	61365	10-44-310 PROFESSIONAL & TECHNICAL	FINANCE-PRINTING-OCT	10/31/2023	729.57	.00	
12498	DATA CENTER LLC, THE	61365	10-43-245 POSTAGE	ADMIN-POSTAGE-OCT	10/31/2023	1,391.13	.00	
Total DATA CENTER LLC, THE:						2,120.70	.00	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DAVID J. ANGERHOFER, P.C.								
14523	DAVID J. ANGERHOFER, P.C.	2310	10-42-310 PROFESSIONAL & TECHNICAL	COURT-PROF SERV-PUB DEF-OCT	11/04/2023	1,490.00	.00	
Total DAVID J. ANGERHOFER, P.C.:						1,490.00	.00	
DAX WELDING								
11715	DAX WELDING	11623	10-60-250 EQUIP. SUPPLIES & MAINTENANCE	STREETS-SAND BLAST TRUCK BED	11/01/2023	333.33	.00	
11715	DAX WELDING	11623	51-40-250 EQUIP SUPPLIES & MAINTENANCE	WATER-SAND BLAST TRUCK BED	11/01/2023	333.33	.00	
11715	DAX WELDING	11623	52-40-250 EQUIP SUPPLIES & MAINTENANCE	SEWER-SAND BLAST TRUCK BED	11/01/2023	333.34	.00	
Total DAX WELDING:						1,000.00	.00	
DOMINION ENERGY								
6745	DOMINION ENERGY	2310	10-57-270 UTILITIES	FIRE-GAS	11/01/2023	129.43	.00	
6745	DOMINION ENERGY	2310	10-60-270 UTILITIES	STREETS-GAS	11/01/2023	153.57	.00	
6745	DOMINION ENERGY	2310	51-40-270 UTILITIES	WATER- GAS	11/01/2023	153.57	.00	
6745	DOMINION ENERGY	2310	52-40-270 UTILITIES	SEWER- GAS	11/01/2023	153.56	.00	
6745	DOMINION ENERGY	2310	53-40-270 UTILITIES	POWER-GAS	11/01/2023	358.00	.00	
6745	DOMINION ENERGY	2310	10-51-270 UTILITIES	GEN GOV-GAS	11/01/2023	641.20	.00	
6745	DOMINION ENERGY	2310	10-51-270 UTILITIES	HANSEN HOUSE-GAS	11/01/2023	36.68	.00	
6745	DOMINION ENERGY	2310	10-70-270 UTILITIES	REC-GAS	11/01/2023	11.63	.00	
6745	DOMINION ENERGY	2310	10-79-270 UTILITIES	COMMUNITY CENTER-GAS	11/01/2023	22.06	.00	
Total DOMINION ENERGY:						1,659.70	.00	
DYRENG REAL ESTATE SERVICES, LLC								
15499	DYRENG REAL ESTATE SERVICES, LLC	23,129-131.C	10-51-310 PROFESSIONAL & TECHNICAL	GEN GOVT-APPRAISALS-64,86,96 N MAIN	10/30/2023	5,400.00	.00	
Total DYRENG REAL ESTATE SERVICES, LLC:						5,400.00	.00	
EC PRECAST LLC								
14929	EC PRECAST LLC	001528	10-60-730 CAPITAL OUTLAY - IMPROVEMENTS	STREETS-CO-RECTANGLE COLLECTION BOX	10/30/2023	625.00	.00	
Total EC PRECAST LLC:						625.00	.00	
ELM USA, INC.								
14653	ELM USA, INC.	62408	10-75-250 EQUIP SUPPLIES & MAINTENANCE	LIBRARY-INK PAD FOR DISC CLEANER	11/02/2023	82.45	.00	
Total ELM USA, INC.:						82.45	.00	
EPHRAIM AUTO PARTS-NAPA								
2660	EPHRAIM AUTO PARTS-NAPA	2311B	10-60-250 EQUIP. SUPPLIES & MAINTENANCE	STREETS-AUTO PARTS	11/10/2023	191.26	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2311B	10-60-250 EQUIP. SUPPLIES & MAINTENANCE	STREETS-AUTO PARTS	11/10/2023	10.19	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2311B	51-40-250 EQUIP SUPPLIES & MAINTENANCE	WATER-AUTO PARTS	11/10/2023	10.19	.00	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2660	EPHRAIM AUTO PARTS-NAPA	2311B	52-40-250 EQUIP SUPPLIES & MAINTENANCE	SEWER-AUTO PARTS	11/10/2023	10.19	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2311B	53-40-250 EQUIP SUPPLIES & MAINTENANCE	POWER-AUTO PARTS	11/10/2023	15.28	.00	
2660	EPHRAIM AUTO PARTS-NAPA	2311B	10-54-250 EQUIP SUPPLIES & MAINTENANCE	POLICE-AUTO PARTS	11/10/2023	5.10	.00	
Total EPHRAIM AUTO PARTS-NAPA:						242.21	.00	
EPHRAIM CITY CORP.								
2670	EPHRAIM CITY CORP.	2310A	59-40-270 UTILITIES	UTIL-AIRPORT-N HANGAR-5228002	11/07/2023	38.70	.00	
2670	EPHRAIM CITY CORP.	2310B	59-40-270 UTILITIES	UTIL-AIRPORT-AWOS-6312001	11/07/2023	23.90	.00	
2670	EPHRAIM CITY CORP.	2310C	59-40-270 UTILITIES	UTIL-AIRPORT-SO-5226001	11/07/2023	105.57	.00	
2670	EPHRAIM CITY CORP.	2310D	59-40-270 UTILITIES	UTIL-AIRPORT-LOUNGE-5224002	11/07/2023	142.41	.00	
2670	EPHRAIM CITY CORP.	2310E	10-51-270 UTILITIES	GEN GOVT BLDG-UTILITIES-HANSEN HOUSE	11/07/2023	30.46	.00	
2670	EPHRAIM CITY CORP.	2310F	10-79-270 UTILITIES	COMM CENTER-UTILITIES-9144001	11/07/2023	341.50	.00	
2670	EPHRAIM CITY CORP.	2310G	10-79-270 UTILITIES	COMM CENTER-SHED-UTILITIES-9144011	11/07/2023	27.90	.00	
2670	EPHRAIM CITY CORP.	2310H	10-51-265 HISTORICAL BLDG MAINTENANCE	HISTORICAL BLDG MAINT-CO OP-9170002	11/07/2023	317.06	.00	
Total EPHRAIM CITY CORP.:						1,027.50	.00	
ESPINOZA, VALYNN								
16130	ESPINOZA, VALYNN	2308	53-21350 CUSTOMER DEPOSITS	ELECTRIC-REFUND-UTILITY DEPOSIT	11/08/2023	66.64	.00	
Total ESPINOZA, VALYNN:						66.64	.00	
FERGUSON GROUP, THE								
14298	FERGUSON GROUP, THE	0923275	10-43-310 PROFESSIONAL & TECHNICAL	ADMIN-PROF SERV	09/30/2023	61.77	.00	
14298	FERGUSON GROUP, THE	1223038	51-40-310 PROFESSIONAL SERVICES	WATER-PROF SERV-DEC	11/01/2023	5,000.00	.00	
Total FERGUSON GROUP, THE:						5,061.77	.00	
FIIZ DRINKS								
16129	FIIZ DRINKS	2311	53-21350 CUSTOMER DEPOSITS	ELECTRIC-REFUND-UTILITY DEPOSIT	11/08/2023	195.03	.00	
Total FIIZ DRINKS:						195.03	.00	
GARDNER, CYNDI								
16126	GARDNER, CYNDI	2311	10-34-745 P & R - VOLLEYBALL FEES	REC-VOLLEYBALL COACHING REFUND	11/07/2023	43.00	.00	
Total GARDNER, CYNDI:						43.00	.00	
GARFF, JORDAN								
14827	GARFF, JORDAN	2311	10-54-230 TRAVEL	POLICE-MEALS-PERFORMANCE,ACCOUNTABILITY, DISCI	11/01/2023	115.00	.00	
Total GARFF, JORDAN:						115.00	.00	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
HEALTH EQUITY								
16061	HEALTH EQUITY	Y4H3KEB	10-43-310 PROFESSIONAL & TECHNICAL	HSA-MONTHLY ADMINISTRATION FEES-OCT	10/12/2023	22.50	.00	
Total HEALTH EQUITY:						22.50	.00	
HERMANSEN'S COMPANY INC.								
3550	HERMANSEN'S COMPANY INC.	2310	53-40-250 EQUIP SUPPLIES & MAINTENANCE	POWER-EQUIP SUPP & MAINT	10/31/2023	189.71	.00	
3550	HERMANSEN'S COMPANY INC.	2310	10-60-480 DEPARTMENT SUPPLIES	STREETS-DEPT SUPPLIES	10/31/2023	170.35	.00	
3550	HERMANSEN'S COMPANY INC.	2310	51-40-480 DEPARTMENT SUPPLIES	WATER-DEPT SUPPLIES	10/31/2023	170.35	.00	
3550	HERMANSEN'S COMPANY INC.	2310	52-40-480 DEPARTMENT SUPPLIES	SEWER-DEPT SUPP	10/31/2023	170.35	.00	
3550	HERMANSEN'S COMPANY INC.	2310	10-57-250 EQUIP. SUPPLIES & MAINTENANCE	FIRE-EQUIP SUPP & MAINT	10/31/2023	51.15	.00	
3550	HERMANSEN'S COMPANY INC.	2310	10-77-262 GROUNDS MAINTENANCE	CEM-GROUNDS MAINT	10/31/2023	59.33	.00	
3550	HERMANSEN'S COMPANY INC.	2310	10-72-262 GROUNDS MAINTENANCE	PARKS-GROUNDS MAINT	10/31/2023	59.34	.00	
3550	HERMANSEN'S COMPANY INC.	2310	10-70-260 BLDGS SUPPLIES & MAINTENANCE	REC-BLDGS SUPP & MAINTENANCE-KEY	10/31/2023	7.98	.00	
Total HERMANSEN'S COMPANY INC.:						878.56	.00	
INTERMOUNTAIN FARMERS ASSOC								
3910	INTERMOUNTAIN FARMERS ASSOC	1019937826	10-54-630 ANIMAL CONTROL	POLICE-ANIMAL CONTROL-STRAW BALES	11/03/2023	71.94	.00	
3910	INTERMOUNTAIN FARMERS ASSOC	1019947341	10-60-495 BEAUTIFICATION AND CLEANUP	STREETS-NEW BURN PIT -CEDAR POST	11/06/2023	25.98	.00	
3910	INTERMOUNTAIN FARMERS ASSOC	1019952365	10-60-495 BEAUTIFICATION AND CLEANUP	STREETS-NEW BURN PIT PARTS	11/07/2023	531.96	.00	
Total INTERMOUNTAIN FARMERS ASSOC:						629.88	.00	
J. WESLEY MANGUM, ATTORNEY AT LAW								
15966	J. WESLEY MANGUM, ATTORNEY AT LAW	11-2023	10-42-310 PROFESSIONAL & TECHNICAL	COURT-ATTORNEYS FEES-NOV	11/06/2023	3,000.00	.00	
Total J. WESLEY MANGUM, ATTORNEY AT LAW:						3,000.00	.00	
JOHNSON CONTROLS FIRE PROTECTION LP								
7695	JOHNSON CONTROLS FIRE PROTECTION	23803628	10-57-260 BLDGS & GROUNDS-SUPPLIES & MNT	ALARM SYS-PUB SFTY BLDG-DEC	10/27/2023	49.06	.00	
7695	JOHNSON CONTROLS FIRE PROTECTION	23803824	10-51-260 BLDGS SUPPLIES & MAINTENANCE	ALARM SYST MAINT-CITY BLDG-DEC	10/27/2023	49.06	.00	
Total JOHNSON CONTROLS FIRE PROTECTION LP:						98.12	.00	
LES OLSON COMPANY								
4800	LES OLSON COMPANY	EA1338157	10-43-250 EQUIP. SUPPLIES & MAINTENANCE	ADMIN-EQUIP SUPP & MAINT-COPIES	11/06/2023	4.65	.00	
4800	LES OLSON COMPANY	EA1338157	10-45-250 EQUIP. SUPPLIES & MAINTENANCE	COMM DEVT-EQUIP SUPP & MAINT-COPIES	11/06/2023	.03	.00	
4800	LES OLSON COMPANY	EA1338157	10-42-250 EQUIP. SUPPLIES & MAINTENANCE	COURT-EQUIP SUPP & MAINT-COPIES	11/06/2023	8.25	.00	
4800	LES OLSON COMPANY	EA1338157	10-44-250 EQUIP. SUPPLIES & MAINTENANCE	FINANCE-EQUIP SUPP & MAINT-COPIES	11/06/2023	19.54	.00	
4800	LES OLSON COMPANY	EA1338157	10-51-250 EQUIP. SUPPLIES & MAINTENANCE	GEN GOVT-EQUIP SUPP & MAINT-COPIES	11/06/2023	190.16	.00	
4800	LES OLSON COMPANY	EA1338157	10-75-250 EQUIP SUPPLIES & MAINTENANCE	LIBRARY-EQUIP SUPP & MAINT-COPIES	11/06/2023	58.76	.00	
4800	LES OLSON COMPANY	EA1338157	10-54-250 EQUIP. SUPPLIES & MAINTENANCE	POLICE-EQUIP SUPP & MAINT-COPIES	11/06/2023	45.92	.00	
4800	LES OLSON COMPANY	EA1338157	10-70-250 EQUIP SUPPLIES & MAINTENANCE	REC-EQUIP SUPP & MAINT-COPIES	11/06/2023	2.84	.00	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LES OLSON COMPANY:						330.15	.00	
LEWIS, SEAN								
15915	LEWIS, SEAN	2311	10-43-230 TRAVEL	ADMIN-REIMB PARKING-UCMA	11/07/2023	15.00	.00	
Total LEWIS, SEAN:						15.00	.00	
MAIN AUTO & TRUCK SUPPLY								
5110	MAIN AUTO & TRUCK SUPPLY	15071-113340	51-40-250 EQUIP SUPPLIES & MAINTENANCE	WATER-AUTO PARTS	11/07/2023	246.57	.00	
5110	MAIN AUTO & TRUCK SUPPLY	15071-113340	52-40-250 EQUIP SUPPLIES & MAINTENANCE	SEWER-AUTO PARTS	11/07/2023	246.57	.00	
5110	MAIN AUTO & TRUCK SUPPLY	15071-113340	10-60-250 EQUIP SUPPLIES & MAINTENANCE	STREETS-AUTO PARTS	11/07/2023	246.58	.00	
Total MAIN AUTO & TRUCK SUPPLY:						739.72	.00	
MANTI TELEPHONE COMPANY								
5165	MANTI TELEPHONE COMPANY	2310	10-51-280 TELEPHONE	GEN GOVT-PHONES	11/01/2023	1,844.59	.00	
5165	MANTI TELEPHONE COMPANY	2310	53-40-280 TELEPHONE	POWER-PHONES	11/01/2023	106.73	.00	
5165	MANTI TELEPHONE COMPANY	2310	52-40-280 TELEPHONE	SEWER-PHONE	11/01/2023	93.62	.00	
5165	MANTI TELEPHONE COMPANY	2310	10-75-280 TELEPHONE	LIBRARY-PHONE	11/01/2023	172.56	.00	
5165	MANTI TELEPHONE COMPANY	2310	10-57-280 TELEPHONE	FIRE-PHONE	11/01/2023	50.98	.00	
5165	MANTI TELEPHONE COMPANY	2310	10-54-280 TELEPHONE	POLICE-PHONES	11/01/2023	55.25	.00	
5165	MANTI TELEPHONE COMPANY	2310	10-79-260 BLDGS SUPPLIES & MAINTENANCE	COMMUNITY CTR-PHONES, INTERNET	11/01/2023	101.81	.00	
5165	MANTI TELEPHONE COMPANY	2310	59-40-280 TELEPHONE	AIRPORT-PHONE	11/01/2023	141.84	.00	
5165	MANTI TELEPHONE COMPANY	2310	51-40-280 TELEPHONE	WATER-WELL PHONE & WATER TOWER	11/01/2023	168.48	.00	
5165	MANTI TELEPHONE COMPANY	2310	53-40-280 TELEPHONE	POWER-SCADA	11/01/2023	1,392.27	.00	
Total MANTI TELEPHONE COMPANY:						4,128.13	.00	
MEJIA, DAVID								
16125	MEJIA, DAVID	2311	10-42-610 MISCELLANEOUS	COURT-OVERPMT-BAIL-231500099	11/07/2023	10.00	.00	
Total MEJIA, DAVID:						10.00	.00	
MOTOROLA SOLUTIONS, INC								
5620	MOTOROLA SOLUTIONS, INC	8281745354	10-54-250 EQUIP SUPPLIES & MAINTENANCE	POLICE-FRONT CAMERA-PANORAMIC	10/26/2023	400.00	.00	
Total MOTOROLA SOLUTIONS, INC:						400.00	.00	
MOUNTAINLAND SUPPLY, LLC								
5640	MOUNTAINLAND SUPPLY, LLC	S105767999.00	51-40-480 DEPARTMENT SUPPLIES	WATER-FOAM METER INSULATION	11/01/2023	612.74	.00	
Total MOUNTAINLAND SUPPLY, LLC:						612.74	.00	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
NCSI								
15469	NCSI	39162	10-36-250 COMMUNITY EVENTS	COMM EVENTS-BACKGROUND CHECK-SANTA	11/01/2023	18.50	00	
15469	NCSI	39162	10-70-310 PROFESSIONAL & TECHNICAL	REC-BACKGROUND CHECK-1 EMPLOYEE	11/01/2023	18.50	00	
15469	NCSI	39162	10-34-740 PARK & RECREATION FEES	REC-BACKGROUND CHECK-1 MIDDLE SCHOOL	11/01/2023	18.50	00	
Total NCSI:						55.50	00	
OFFICE DEPOT								
5990	OFFICE DEPOT	339189924001	10-43-240 OFFICE SUPPLIES AND EXPENSE	ADMIN-SLIDER KITCHEN BAGS	10/31/2023	15.97	00	
5990	OFFICE DEPOT	399176883001	10-43-240 OFFICE SUPPLIES AND EXPENSE	ADMIN-SCISSORS,PENS,PAPER, BAGS	10/31/2023	87.38	00	
Total OFFICE DEPOT:						103.35	00	
PATTON, MICHAEL								
15298	PATTON, MICHAEL	2311	10-70-290 FUEL	REC-REIMB GAS-SMALL TOWN PARKS & REC MTG	11/10/2023	86.71	00	
Total PATTON, MICHAEL:						86.71	00	
PITMAN FARMS, INC.								
15781	PITMAN FARMS, INC.	2311	53-21350 CUSTOMER DEPOSITS	ELECTRIC-UTILITY DEPOSIT REFUND	11/07/2023	25.20	00	
Total PITMAN FARMS, INC.:						25.20	00	
SALT LAKE WHOLESALE SPORTS								
14252	SALT LAKE WHOLESALE SPORTS	90787	10-54-250 EQUIP. SUPPLIES & MAINTENANCE	POLICE-EQUIP SUPP & MAINT-AMMO	06/15/2023	4,387.86	00	
14252	SALT LAKE WHOLESALE SPORTS	92999	10-54-250 EQUIP. SUPPLIES & MAINTENANCE	POLICE-EQUIP SUPP & MAINT-AMMO	10/05/2023	431.15	00	
Total SALT LAKE WHOLESALE SPORTS:						4,819.01	00	
SANPETE COUNTY TREASURER								
12510	SANPETE COUNTY TREASURER	2311A	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5965	11/07/2023	8.96	00	
12510	SANPETE COUNTY TREASURER	2311B	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-6100	11/07/2023	9.88	00	
12510	SANPETE COUNTY TREASURER	2311C	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-6099	11/07/2023	20.08	00	
12510	SANPETE COUNTY TREASURER	2311D	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-0952	11/07/2023	5.72	00	
12510	SANPETE COUNTY TREASURER	2311E	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5304	11/07/2023	96.32	00	
12510	SANPETE COUNTY TREASURER	2311F	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5308	11/07/2023	14.80	00	
12510	SANPETE COUNTY TREASURER	2311G	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5311	11/07/2023	26.68	00	
12510	SANPETE COUNTY TREASURER	2311H	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5324	11/07/2023	7.12	00	
12510	SANPETE COUNTY TREASURER	2311I	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5325	11/07/2023	5.36	00	
12510	SANPETE COUNTY TREASURER	2311J	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5328	11/07/2023	5.12	00	
12510	SANPETE COUNTY TREASURER	2311K	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5329	11/07/2023	6.12	00	
12510	SANPETE COUNTY TREASURER	2311L	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5359	11/07/2023	133.44	00	
12510	SANPETE COUNTY TREASURER	2311M	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5361	11/07/2023	29.76	00	
12510	SANPETE COUNTY TREASURER	2311N	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5372	11/07/2023	46.48	00	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
12510	SANPETE COUNTY TREASURER	2311O	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5375	11/07/2023	23.76	.00	
12510	SANPETE COUNTY TREASURER	2311P	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5378	11/07/2023	108.80	.00	
12510	SANPETE COUNTY TREASURER	2311Q	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5308X	11/07/2023	79.04	.00	
12510	SANPETE COUNTY TREASURER	2311R	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5321X	11/07/2023	26.68	.00	
12510	SANPETE COUNTY TREASURER	2311S	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-5372X	11/07/2023	5.12	.00	
12510	SANPETE COUNTY TREASURER	2311T	51-40-610 MISCELLANEOUS	WATER-PROP TAXES-63910	11/07/2023	8.32	.00	
Total SANPETE COUNTY TREASURER:						667.56	.00	
SCHOLZEN PRODUCTS CO INC								
7505	SCHOLZEN PRODUCTS CO INC	1027555-00	51-40-265 WATER QUALITY TESTS & CHLORINE	WATER-CHLORINE	11/06/2023	638.00	.00	
Total SCHOLZEN PRODUCTS CO INC:						638.00	.00	
SEVIER OFFICE SUPPLY								
7575	SEVIER OFFICE SUPPLY	1030006-0	10-43-250 EQUIP. SUPPLIES & MAINTENANCE	ADMIN-OFFICE FURNITURE-ATTORNEY	11/03/2023	1,313.49	.00	
7575	SEVIER OFFICE SUPPLY	1030006-0	10-54-250 EQUIP. SUPPLIES & MAINTENANCE	POLICE-OFFICE FURNITURE	11/03/2023	1,313.50	.00	
Total SEVIER OFFICE SUPPLY:						2,626.99	.00	
SOUTH SANPETE SCHOOL DISTRICT								
12790	SOUTH SANPETE SCHOOL DISTRICT	10-2023	10-54-611 SCHOOL RESOURCE OFFICER	POLICE-SSSD SRO-EPHRAIM SHARE	10/27/2023	15,518.92	.00	
Total SOUTH SANPETE SCHOOL DISTRICT:						15,518.92	.00	
SPURLING, RANDI								
14301	SPURLING, RANDI	2311	10-44-230 TRAVEL	FINANCE-REIMB WRONG CHARGE-HYATT HOTEL	11/07/2023	28.56	.00	
Total SPURLING, RANDI:						28.56	.00	
STATE OF UTAH-FUEL NETWORK								
15479	STATE OF UTAH-FUEL NETWORK	F2404E00829	10-54-290 FUEL	POLICE-FUEL	11/02/2023	2,396.03	.00	
15479	STATE OF UTAH-FUEL NETWORK	F2404E00829	10-57-290 FUEL	FIRE-FUEL	11/02/2023	226.23	.00	
15479	STATE OF UTAH-FUEL NETWORK	F2404E00829	53-40-290 FUEL	POWER-FUEL	11/02/2023	1,480.71	.00	
15479	STATE OF UTAH-FUEL NETWORK	F2404E00829	10-43-290 FUEL	ADMIN-FUEL	11/02/2023	165.66	.00	
15479	STATE OF UTAH-FUEL NETWORK	F2404E00829	10-60-290 FUEL	STREETS-FUEL	11/02/2023	587.73	.00	
15479	STATE OF UTAH-FUEL NETWORK	F2404E00829	51-40-290 FUEL	WATER-FUEL	11/02/2023	587.73	.00	
15479	STATE OF UTAH-FUEL NETWORK	F2404E00829	52-40-290 FUEL	SEWER-FUEL	11/02/2023	587.72	.00	
15479	STATE OF UTAH-FUEL NETWORK	F2404E00829	10-70-290 FUEL	REC-FUEL	11/02/2023	8.03	.00	
Total STATE OF UTAH-FUEL NETWORK:						6,023.78	.00	
STELLAR FIREWORKS, LLC								
16128	STELLAR FIREWORKS, LLC	1229	10-50-334 LIGHT PARADE	LIGHT PARADE-FIREWORKS AND SETUP	11/07/2023	8,000.00	.00	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total STELLAR FIREWORKS, LLC:						8,000.00	.00	
STUART C IRBY CO								
14712	STUART C IRBY CO	S013733637.00	53-40-250 EQUIP SUPPLIES & MAINTENANCE	POWER-GROUNDS- BUSHING SET, CLAMPS	10/25/2023	965.00	.00	
14712	STUART C IRBY CO	S013761084.00	53-40-480 ELECTRIC SUPPLIES	POWER-STOCK-SECONDARY PEDESTAL	10/25/2023	1,020.00	.00	
Total STUART C IRBY CO:						1,985.00	.00	
TAURUS PLUMBING & EXCAVATING								
8480	TAURUS PLUMBING & EXCAVATING	2311	51-40-782 CO - ARPA - WELL 3 CONVERSION	WATER-EPHRAIM NORTH WELL & PIPELINE	11/07/2023	36,767.38	.00	
Total TAURUS PLUMBING & EXCAVATING:						36,767.38	.00	
TERREL'S THRIFTWAY								
15746	TERREL'S THRIFTWAY	2310	10-43-615 EMPLOYEE WELLNESS PROGRAM	WELLNESS-SANDWICH ROLLS	10/31/2023	80.00	.00	
Total TERREL'S THRIFTWAY:						80.00	.00	
TK ELEVATOR								
8725	TK ELEVATOR	3007524881	10-51-265 HISTORICAL BLDG MAINTENANCE	CO-OP-ELEV MAINT-Q4	10/01/2023	1,429.79	.00	
Total TK ELEVATOR:						1,429.79	.00	
USDA FOREST SERVICE								
9050	USDA FOREST SERVICE	BF041001AE01	53-40-300 OPERATING LEASE	POWER-SPECIAL USE POWER LINE	10/26/2023	243.39	.00	
Total USDA FOREST SERVICE:						243.39	.00	
UT DEPT OF AGRICULTURE & FOOD								
8167	UT DEPT OF AGRICULTURE & FOOD	2311	59-40-310 PROFESSIONAL SERVICES	AIRPORT-PROF REG FEE-WEIGHTS & MEASURES	10/25/2023	100.00	.00	
Total UT DEPT OF AGRICULTURE & FOOD:						100.00	.00	
WALMART								
9540	WALMART	1651671263	10-41-200 EMPLOYEE - MGR MEETINGS	LEGISLATIVE-EMP MTGS	10/24/2023	39.78	.00	
9540	WALMART	1651671263	10-43-250 EQUIP. SUPPLIES & MAINTENANCE	ADMIN-EQUIP SUPP & MAINT	10/24/2023	49.00	.00	
9540	WALMART	1651671263	10-63-401 COMMUNITY EVENTS	COMMUNITY EVENTS-SUPPLIES	10/24/2023	241.06	.00	
9540	WALMART	1651671263	10-51-250 EQUIP. SUPPLIES & MAINTENANCE	GEN GOVT-EQUIP SUPP & MAINT	10/24/2023	392.00	.00	
9540	WALMART	1651671263	10-54-240 OFFICE SUPPLIES	POLICE-OFFICE SUPPLIES	10/24/2023	29.04	.00	
9540	WALMART	1651671263	10-54-630 ANIMAL CONTROL	POLICE-ANIMAL CONTROL	10/24/2023	114.11	.00	
9540	WALMART	1651671263	10-57-480 DEPARTMENT SUPPLIES	FIRE-DEPT SUPPLIES-OFFICE	10/24/2023	147.28	.00	

Vendor	Vendor Name	Invoice Number	GL Account and Title	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total WALMART:						1,012.27	.00	
Grand Totals:						117,326.04	.00	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

WORK MEETING MINUTES
CITY COUNCIL
CITY COUNCIL CHAMBERS, EPHRAIM CITY HALL
5 SOUTH MAIN, EPHRAIM, UTAH
NOVEMBER 1, 2023
5:30 PM

CALL TO ORDER

The Ephraim City Council convened in a work meeting on Wednesday, November 1, 2023, in the City Council Room. Mayor Scott called the meeting to order at 5:30 p.m.

ROLL CALL

MEMBERS PRESENT

John Scott, Mayor
Tyler Alder,
Mayor Pro Tem
Margie Anderson
Alma Lund
Lloyd Stevens
Richard Wheeler

MEMBERS EXCUSED

STAFF PRESENT

Daniel Van Beuge, City
Attorney
Candice Maudsley,
City Recorder
Bryan Kimball,
Community Development

Aaron Broomhead, Public
Safety

Megan Spurling, Planner
Jon Knudsen, Finance Dir.
Cory Daniels, Power Dir.
Colby Zeeman, Police
Jeff Hermansen, Fire Chief

DEPARTMENT REPORTS

Bryan Kimball, Community Development Director

- Today marked Guadalupe's first day.
- Discussions about the next phase of the water project are underway.
- The road project at Ephraim Crossing is under review, with the design phase in progress.
- Funding for a flood plain feasibility study is being pursued.
- Tagg-N-Go and Arby's are opening, and other businesses may follow.
- Megan Spurling reported on the final plat, which will be presented as a council item.

Cory Daniels, Power Director

- Cory had the opportunity to tour Glen Canyon Dam with UAMPS.
- Information on subscription levels and pricing for the Carbon Free Project should be released in early 2024. The combined licensing permit is moving forward with a 26% subscription level.

- The Hunter Project is preserving coal for December and January, and there may be upgrades needed for the Horse Butte project.
- Unit one of the hydros will undergo the rebuilding or parts this year.
- The temple underground power is complete, and the permanent power will be installed in February or March.

Colby Zeeman, Police Chief

- Dilan Owens started today.
- Preparations are underway to post the part-time secretary position.

Jeff Hermansen, Fire Chief

- Last week the department took 516 elementary school children through the fire trailer.
- There have been 74 fire calls so far this year.
- Call-out times are averaging 3 minutes and 21 seconds.
- The new fire truck production will take 18 months.

Michael Patton, Rec Director

- The skate park is almost complete. The ribbon cutting will be held on November 13.
- Amanda Hansen has been hired to replace Hannah Larson as the event coordinator.
- Landscaping around the skate park requires minimal water to prevent settling, and RAP Tax funds could be applied for finishing touches.

Jon Knudsen, Finance Director

- The Fraud Risk Assessment will be reviewed in the council meeting.
- The auditors have been in the office this week.
- Fixed assets need to be revamping and cleanup.

WARRANT REGISTER INQUIRIES

- Johnson Controls- Maintenance for the building
- UAMPS- Less than last year in September

ADJOURN

There being no further discussion, Councilmember Alder moved the work meeting adjourn. The motion was seconded by Councilmember Anderson. The vote was unanimous. The motion carried.

MINUTES APPROVED:

John Scott, Mayor

Date

ATTEST:

Candice Maudsley, City Recorder

Date

Draft

MINUTES
REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS, EPHRAIM CITY HALL
5 SOUTH MAIN, EPHRAIM, UTAH
NOVEMBER 1, 2023
6:00 PM

CALL TO ORDER

The Ephraim City Council convened in a Regular City Council Meeting on Wednesday, November 1, 2023, in the City Council Room. Mayor Scott called the meeting to order at 6:00 p.m.

OPENING CEREMONY

At the invitation of the Mayor, Lloyd Stevens offered an invocation. Jeff Hermansen led the audience in the Pledge of Allegiance.

ROLL CALL

MEMBERS PRESENT

John Scott, Mayor
Tyler Alder,
Mayor Pro Tem
Margie Anderson
Alma Lund
Richard Wheeler
Lloyd Stevens

MEMBERS EXCUSED

STAFF PRESENT

Daniel Van Beuge, City
Attorney
Candice Maudsley,
City Recorder
Bryan Kimball,
Community Development

Megan Spurling, Planner
Jon Knudsen, Finance Dir.
Cory Daniels, Power Dir.
Colby Zeeman, Police
Jeff Hermansen, Fire Chief
Michael Patton, Rec
Director

PUBLIC COMMENT

No public comment presented.

PUBLIC HEARING AND RELATED ACTION

PUBLIC HEARING REGARDING A GARBAGE PICK-UP RATE INCREASE

The Council held a public hearing regarding an increase in garbage rates. Chad Parry vouched for the integrity of North Sanpete Disposal all the years he worked with them in the Ephraim Public Works Department. The public comment was closed.

EPHRAIM CITY ORDINANCE 23-12 GARBAGE RATE INCREASE

ECO 23-12, which proposes an ordinance to adjust garbage rates due to rising pass-through charges associated with city trash collection and disposal was reviewed by the city council.

Councilmember Wheeler moved to approve ECO 23-12 an ordinance amending and increasing garbage rates. The motion was seconded by Councilmember Stevens. The vote was unanimous. The motion carried.

APPROVAL OF WARRANT REGISTER

The Council reviewed the Warrant Register of October 31, 2023.

Councilmember Anderson moved to approve the October 31, 2023 Warrant Register as presented. The motion was seconded by Councilmember Alder. The vote was unanimous. The motion carried.

APPROVAL OF MINUTES

The Council reviewed the minutes of the October 18, 2023 Work Meeting and Regular City Council Meetings.

Councilmember Alder moved to approve the October 18, 2023 Council Work Meeting and Regular City Council Meeting Minutes as presented. The motion was seconded by Councilmember Wheeler. The vote was unanimous. The motion carried.

FINAL PLAT APPROVAL FOR THE PROPOSED ALTITUDE MINOR SUBDIVISION

The Applicant is proposing to divide Assessor's Parcels S-5344x1, S-5344x2 and S-5344x3 into three (3) separate development lots each measuring between 1.08 acres and 2.73 acres in size. Lots 1 and 2 would front Highway 89, while Lot 3, where a hotel is proposed, would be on approximately 900 N. and 100 E. The Planning Commission recommended that the Council consider the issues outlined in the staff report regarding the proposed Final Plat and approve the Altitude Minor Subdivision Final Plat based upon the findings of fact, conclusions of law, and conditions of approval.

- Prior to zoning permits being issued, either the parking lot or turnaround access will be shown along 900 North.
- Plat changes were requested and quickly accommodated by the applicant.

Councilmember Alder moved to approve the Final Plat Approval for the Proposed Altitude Minor Subdivision with the conditions, findings of fact, and conclusions of law met in the staff report. The motion was seconded by Councilmember Lund. The vote was unanimous. The motion carried.

2023 FRAUD RISK ASSESSMENT REVIEW

Jon Knudsen reviewed the annual Fraud Risk Assessment required by the State Auditor's Office. The city is in the low category and measures are being taken to continue to better the score.

EPHRAIM CITY RESOLUTION 23-20 RE-CERTIFICATION OF EPHRAIM JUSTICE COURT

The Ephraim Justice Court is required to be re-certified every four years. The city council reviewed the resolution to re-certify the court.

Councilmember Anderson moved to approve ECR 23-20 a resolution re-certifying the Ephraim Justice Court. The motion was seconded by Councilmember Stevens. The vote was unanimous. The motion carried.

APPOINTMENTS AND COUNCIL REPORTS

Margie Anderson

Youth City Council – The haunted house built by the Ephraim Youth City Council was excellent. Julie Arnoldson has been an asset to the city.

Airport Board – There will be a meeting next week.

Mayor Scott

- The hospital building timeline was inaccurate in the last Sanpete Messenger.
- The prescribed burns are going well. Residents have not been pleased with the resulting smoke.

CITY MANAGER REPORT (DONE BY AARON BROOMHEAD)

- Graser water rights and the purchase agreement have been signed and the earnest money has been paid.
- The seller of the airport property
- Daylight Savings Time begins this weekend.
- Tagg-N-Go ribbon cutting on Tuesday, November 14th at 10:00 AM.
- The council will be sending a combined letter concerning the Manti-Lasal

CLOSED SESSION

Councilmember Alder moved to go into a closed session pursuant to the provisions of the Utah State Code, Section(s) 52-4-205, for the purpose of discussing purchase, exchange, or lease of real property and sale of real property. The motion was seconded by Councilmember Wheeler. A roll call vote was called. Voting yes: Councilmembers Lund, Stevens, Wheeler, Anderson, and Alder. The vote was unanimous. The motion carried.

The Closed Meeting began at 6:38 p.m.

At 7:03 p.m. Councilmember Wheeler moved the Council adjourn the closed session and reopen the public meeting. The motion was seconded by Councilmember Lund. The vote was unanimous. The motion carried.

ADJOURNMENT

There being no further business to come before the Council for consideration, Councilmember Alder moved the Regular Council Meeting adjourn at 7:03 p.m. The motion was seconded by Councilmember Stevens. The vote was unanimous. The motion carried.

The next regular City Council meeting is scheduled to be held on Wednesday, November 15, 2023, starting at 6:00 p.m. in the Ephraim City Council room.

MINUTES APPROVED:

John Scott, Mayor

Date

ATTEST:

Candice Maudsley, City Recorder

Date



EPHRAIM CITY
Council Agenda Form

Date of Request 10/31/23

I request to be added to the Ephraim City Council Agenda for their meeting on 11/15/23

Instructions: The City Council considers new business items, generally on the first and third Wednesdays of each month at 6:00 p.m. Anyone wishing to have an item placed on the official agenda must submit this completed form to the City Recorder no later than Friday at 5 pm prior to the Wednesday meeting in which they wish to address the Council. The only exceptions will be for cases of hardship; a written statement explaining why immediate council action is necessary will be required for approval. Packets are prepared in advance and all items to be placed in the packets must be turned in along with request. Requests must be in writing and must include your name, address, and telephone number. The item must be approved for inclusion. If approved, this written information will be reproduced and provided to the Council in their packets. This procedure enables the Council to read and research your information to be more prepared to address your item at the meeting.

Name Cless Young Phone Number 435-851-1203

Address 876 E 1070 S Time needed _____

Organization Cless Young @ Snow.edu

Title (how it is to be listed on agenda) REQUEST FOR WATER SERVICE, OUTSIDE CITY

Background Information That May Be Useful to the Council: First went to Council in August - They referred me to utilities Board, went there, was denied. They did offer suggestions, we have followed up with those & are returning to City Council to report & again request hook up

Desired Result/Request Action: Permission to hook up to city water. Will present Arguments at Council mtg.

Thank you.

For additional comments use the back of the form or attach additional sheets as needed

EPHRAIM CITY UTILITIES BOARD
SEPTEMBER 14, 2023

B. REQUEST FOR WATER CONNECTION OUTSIDE CITY LIMITS

Susan and Cless Young requested an exemption to Ephraim City Code (8.12.020(N)) so they can be granted a culinary water connection a recently split lot located at 876 E 1070 S. The property is outside of Ephraim city limits. The original home was granted a water connection an estimated 23 years ago. Mr. Young informed the board that he divided the lot on which the home is located. Due to the lot divide, part of the property does not have a connection to Ephraim City's culinary water system. Mr. Young would like to be granted the connection so that the property has water access so he can sell the lot. He expressed his interest in annexing into the city but explained that neighboring property owners have made that difficult to happen because they have no interest in annexation. The board discussed the request with Mr. Young and explained to him they must base their decision on the current city code. They suggested Mr. Young pursue annexation once again so that he may be granted a water connection.

Board Member Parry moved to decline an exception to Ephraim City Code to allow a water connection outside city limits. The motion was seconded by Board Member Nicholls and will be recommended to City Council. The vote was unanimous. The motion carried.

Consulting Contract

This Consulting Contract ("Contract") is entered into on the _____ day of November, 2023 between Ted Meikle, hereinafter referred to as the "Consultant," and the cities of Manti and Ephraim, hereinafter collectively referred to as the "Cities."

Scope of Engagement

The Consultant shall be engaged as an independent contractor to perform the following functions:

1. Investigate and facilitate the possible purchase of certain land parcels around the Manti-Ephraim Airport to protect airport approaches, departures, and facilitate possible future runway expansions.
2. Assist in locating certain land parcels around the existing airport and assist in facilitating negotiations with existing landowners, without the use of eminent domain.
3. Collaborate with the Airport Board, both Cities, engineers, surveyors, title companies, environmental experts, appraisers, the Federal Aviation Administration (FAA), and the Aeronautics Division of the Utah Department of Transportation (UDOT) throughout the process.
4. The Consultant shall provide regular progress reports to the Cities upon request to ensure ongoing evaluation of the progress being made throughout the engagement. The progress reports shall serve as a valuable tool for both the Consultant and the Cities to monitor the project's advancement, assess its alignment with the project's goals, and make informed decisions as the engagement progresses.

Compensation

The Consultant shall be compensated at an hourly rate of \$50.00, plus expenses, which will be billed no more frequently than monthly. The total compensation for this engagement shall not exceed \$10,000. If the engagement reaches this cap, and both parties wish to continue, a renewal of the engagement will be required.

The Consultant shall provide explanations or receipts for any expense reimbursements, or the Cities have the option to review the invoices and request additional supporting documentation.

Process

The Consultant's responsibilities shall include, but are not limited to, the following tasks:

1. Developing a list of tasks and estimates of costs for presentation to the Cities.
2. Collaborating with FAA and UDOT throughout the process.

3. Developing a map identifying parcels and owners, and priorities for potential acquisitions.
4. Assisting the Cities in determining which lands to attempt to acquire.
5. Modifying and approving an Airport Layout Plan under FAA regulations, reflecting the lands in question.
6. Working with the Cities, FAA, and UDOT to seek funding for land purchases.
7. Contacting landowners early in the process to inform them and gauge their willingness to negotiate.
8. Obtaining preliminary title searches to determine ownership and encumbrances on lands.
9. Ensuring compliance with federal laws and regulations for obtaining FAA funding for land purchases.
10. Any hiring of engineers, surveyors, and major purchases shall follow standard procurement processes, utilizing state-approved contracts when possible.
11. Hiring and collaborating with a qualified primary appraiser and a qualified review appraiser for the chosen parcels (two appraisals required by federal regulation).
12. Hiring and working with surveyors to survey lands being purchased.
13. Hiring and working with an environmental site assessment consultant, as needed.
14. Preparing applications and reimbursement grant agreements with FAA and UDOT.
15. Completing purchases with landowners with whom agreements are reached.
16. Submitting requests for reimbursement from FAA and UDOT.
17. Any request for payment shall follow the Cities' current standards for vendor payments, including invoicing, W-9 requirements, etc.

Termination and Renewal/Extension

This Contract may be terminated by either party with written notice. In case of termination, the Consultant shall be compensated for the work performed up to the date of termination. The renewal or extension of the contract should be clearly defined, and the parties may consider specific assurances or project milestones to be achieved before renewal.

The Cities reserve the right to terminate this Contract at any time with written notification if the Cities are not satisfied with the progress being made after evaluation of the progress reports. The written notification will include the specific reasons for the termination.

Prior to termination the Cities will provide the Consultant with a reasonable opportunity to address the concerns or issues which have led to dissatisfaction. The Consultant shall have thirty (30) calendar days from the date of written notification to take corrective action and demonstrate substantial progress to the satisfaction of the Cities.

This Contract constitutes the entire agreement between the Consultant and the Cities and supersedes all prior agreements, oral or written. Any modifications to this Contract must be made in writing and signed by both parties.

General Provisions

Indemnity: The Consultant shall indemnify, save harmless, and exempt the Cities their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs and expense, and attorneys, fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Consultant, its officers, agents, servants and employees; provided however, that the Consultant shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, cost, expenses and attorneys' fees arising out of a willful or negligent act or omission of the Cities, their officers, agents, servants and employees.

Public Information: Consultant agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Consultant gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Consultant and expressly approved by the State of Utah Division of Purchasing and General Services, Consultant also agrees that the Consultant's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Consultant of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

Severability: The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

Dispute Resolution: Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Cities, after consultation with the Consultant, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Cities appoint such an expert or panel, the Cities and Consultant agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

Consultant:

_____ Date: _____
Ted Meikle

Manti City:

_____ Date: _____

Alfred Bigelow, Mayor

Ephraim City:

_____ Date: _____
John Scott, Mayor



STAFF REPORT

To: Ephraim City Council
From: Megan Spurling
Date of Meeting: November 15, 2023
Type of Item: Subdivision
Process: Administrative Review

RECOMMENDATION: Staff has reviewed the application for compliance with all standards in the Ephraim City Municipal Code and found that it meets the minimum required for approval. Accordingly, staff and Ephraim City Planning and Zoning Commission recommends that the Ephraim City Council review the proposed Childcare at Ephraim Crossing Preliminary Plat and recommend approval of the Preliminary Plat.

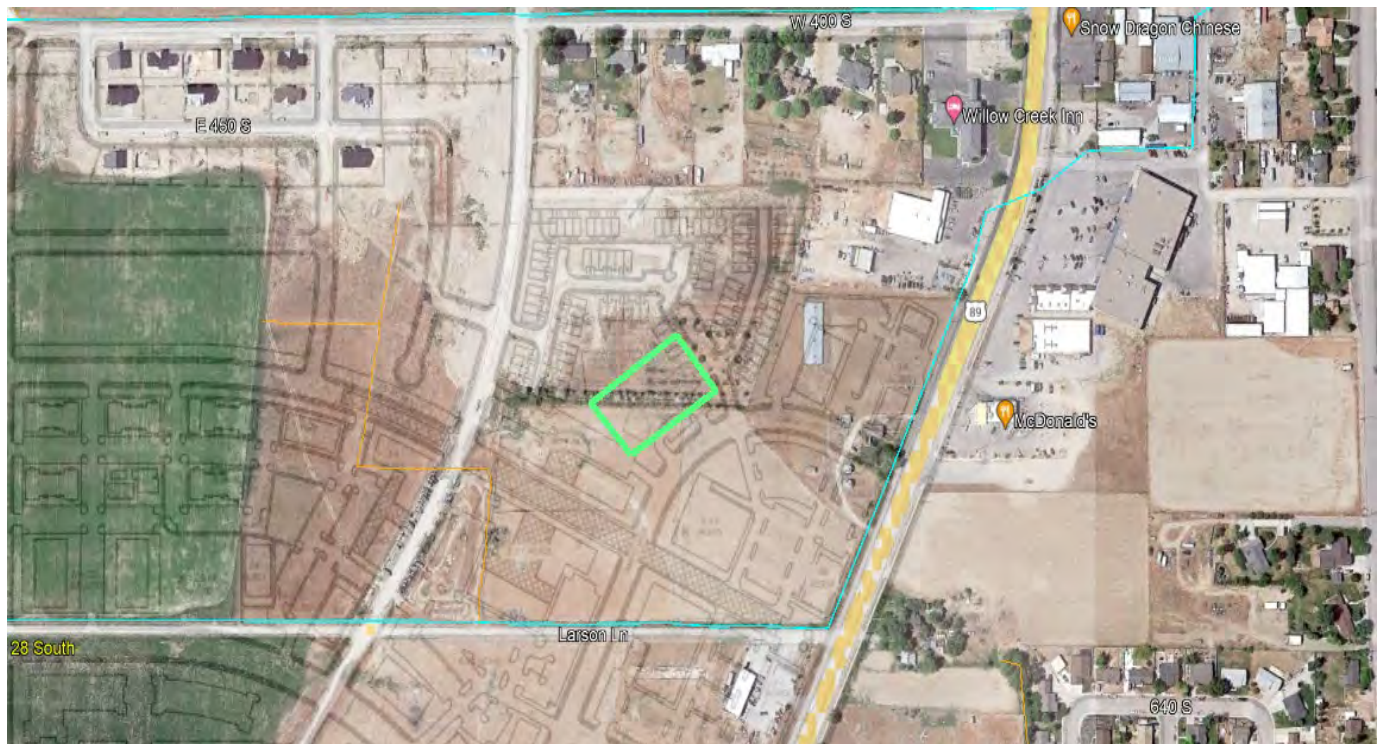
Project Description

Project Name: Childcare at Ephraim Crossing
Applicant(s): Joseph Gallagher
Property Owner(s): CVG – Estate Lots at Ephraim Crossing LLC
Location: Approximately 530 S 100 W
Zone District: C2
Parcel Number and Size: 1.005 acres
Type of Process: Administrative
Final Land Use Authority: City Council

Proposal

The applicant, Camino Verde group, is requesting the subdivision to divide portions of Assessor's Parcel S-6190 consisting of .56 acres and S-6188 consisting of 10.722 acres, into one (1) parcel consisting of 1.005 acres.

Vicinity Map



Analysis and Findings

The City Council may recommend approval, approval with conditions, or denial of the proposed Preliminary Plat.

Title 11 of the Ephraim City Code provides the standards which should be met to divide property within the city. Section 11.24.020 of the Code provides standards for the recommendation of approval of the Preliminary Plat. Staff has verified that the proposed Preliminary Plat complies with the Standards.

Recommendation

Staff recommends that the Council consider the issues outlined in this report regarding the proposed Preliminary Plat and vote to approve the Childcare at Ephraim Crossing Subdivision Preliminary Plat based upon the following Findings of Fact and Conclusions of Law:

Findings of Fact

1. Ephraim Crossing Land Development LLC is the title fee owner for parcel S-6190 and CVG-Ephraim South LLC is the title fee owner of parcel S-6188
2. Parcel S-6190 is .56 acres in size and Parcel S-6188 is 10.722 acres in size.
3. Parcels S-6190 and S-6188 are located at Approximately 530 S 100 W
4. Parcels S-6190 and S-6188 are currently zoned C2

5. The applicant is proposing to divide portions of Assessor's Parcel S-6190 consisting of .56 acres and S-6188 consisting of 10.722 acres, into one (1) parcel consisting of 1.005 acres.
6. The Ephraim City Development Review Committee has met and recommended approval of the Preliminary Plat to the Ephraim City Planning and Zoning Commission.

Conclusions of Law

1. Based upon the findings of fact listed above, the proposed Child Care at Ephraim Crossing Preliminary Plat is compliant with the standards as described in the Ephraim City Municipal Code.

Conditions of Approval

1. Staff and applicant can make technical changes to the plat.
2. Roads identified with dedication before final plat.

Attachments

Exhibit A - Proposed Preliminary Plat

EPHRAIM CITY CORPORATION
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TAXES	273,336.62	1,069,460.41	3,208,843.00	2,139,382.59	33.3
LICENSES AND PERMITS	4,925.00	9,383.64	18,000.00	8,616.36	52.1
INTERGOVERNMENTAL REVENUE	3,151.86	425,631.13	352,000.00	(73,631.13)	120.9
CHARGES FOR SERVICES	93,457.81	382,304.79	1,130,002.00	747,697.21	33.8
FINES AND FORFEITURES	12,333.80	40,100.97	125,000.00	84,899.03	32.1
MISCELLANEOUS REVENUE	12,246.01	43,683.98	150,000.00	106,316.02	29.1
UTILITY REVENUE	5,801.67	27,861.54	151,000.00	123,138.46	18.5
INTEREST, OTHER REVENUE	52,108.16	214,958.13	907,903.00	692,944.87	23.7
REVENUE REDUCTION	.00	.00	1,278,798.00	1,278,798.00	.0
TOTAL FUND REVENUE	457,360.93	2,213,384.59	7,321,546.00	5,108,161.41	30.2
<u>EXPENDITURES</u>					
LEGISLATIVE	6,415.99	36,120.70	97,781.00	61,660.30	36.9
JUSTICE COURT	18,343.33	77,440.62	223,340.00	145,899.38	34.7
ADMINISTRATIVE	31,097.47	153,202.36	428,737.00	275,534.64	35.7
FINANCE	37,113.33	181,092.73	549,099.00	368,006.27	33.0
COMMUNITY DEVELOPMENT	22,218.97	126,643.41	463,501.00	336,857.59	27.3
NON-DEPARTMENTAL	1,502.91	18,720.12	865,403.00	846,682.88	2.2
GENERAL GOVERNMENT BUILDINGS	32,698.79	177,190.28	435,334.00	258,143.72	40.7
POLICE DEPARTMENT	122,958.67	572,120.23	1,618,875.00	1,046,754.77	35.3
FIRE PROTECTION	33,731.94	132,867.74	446,374.00	313,506.26	29.8
SCANDINAVIAN FESTIVAL	7,500.00	7,548.36	56,800.00	49,251.64	13.3
STREETS	22,321.18	1,266,031.17	875,469.00	(390,562.17)	144.6
COMMUNITY EVENTS	1,865.16	5,633.48	10,000.00	4,366.52	56.3
RECREATION	26,764.31	163,760.74	422,548.00	258,787.26	38.8
PARKS	8,257.31	61,157.14	159,441.00	98,283.86	38.4
LIBRARY	15,786.13	72,377.47	244,678.00	172,300.53	29.6
CEMETERY	8,516.76	54,149.59	124,043.00	69,893.41	43.7
COMMUNITY CENTER	3,707.86	8,980.63	45,000.00	36,019.37	20.0
ECONOMIC DEVELOPMENT	.00	.00	2,000.00	2,000.00	.0
DONATIONS	75,000.00	76,813.38	92,000.00	15,186.62	83.5
TRANSFERS	.00	.00	161,123.00	161,123.00	.0
TOTAL FUND EXPENDITURES	475,800.11	3,191,850.15	7,321,546.00	4,129,695.85	43.6
NET REVENUE OVER EXPENDITURES	(18,439.18)	(978,465.56)	.00	978,465.56	.0

EPHRAIM CITY CORPORATION
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

PARKS & REC CAPITAL PROJ FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL REVENUE	.00	.00	780,000.00	780,000.00	.0
TOTAL FUND REVENUE	.00	.00	780,000.00	780,000.00	.0
<u>EXPENDITURES</u>					
FUND EXPENDITURES	233,048.42	693,585.61	780,000.00	86,414.39	88.9
TOTAL FUND EXPENDITURES	233,048.42	693,585.61	780,000.00	86,414.39	88.9
NET REVENUE OVER EXPENDITURES	(233,048.42)	(693,585.61)	.00	693,585.61	.0

EPHRAIM CITY CORPORATION
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

BUILDING AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
MISCELLANEOUS REVENUE	.00	.00	6,000.00	6,000.00	.0
INTEREST, OTHER REVENUE	.00	416.85	1,000.00	583.15	41.7
REVENUE REDUCTION	.00	.00	149,124.00	149,124.00	.0
TOTAL FUND REVENUE	.00	416.85	156,124.00	155,707.15	.3
<u>EXPENDITURES</u>					
FUND EXPENDITURES	.00	5,125.00	156,124.00	150,999.00	3.3
TOTAL FUND EXPENDITURES	.00	5,125.00	156,124.00	150,999.00	3.3
NET REVENUE OVER EXPENDITURES	.00	(4,708.15)	.00	4,708.15	.0

EPHRAIM CITY CORPORATION
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

EQUIP & BLDG CAPITAL PROJECTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
SOURCE 38	.00	3.41	1,278,798.00	1,278,794.59	.0
TOTAL FUND REVENUE	.00	3.41	1,278,798.00	1,278,794.59	.0
<u>EXPENDITURES</u>					
FUND EXPENDITURES	.00	.00	1,278,798.00	1,278,798.00	.0
TOTAL FUND EXPENDITURES	.00	.00	1,278,798.00	1,278,798.00	.0
NET REVENUE OVER EXPENDITURES	.00	3.41	.00	(3.41)	.0

EPHRAIM CITY CORPORATION
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
UTILITY REVENUE	125,079.20	674,134.64	1,616,138.00	942,003.36	41.7
INTEREST, OTHER REVENUE	.00	3,402.47	122,747.00	119,344.53	2.8
TOTAL FUND REVENUE	125,079.20	677,537.11	1,738,885.00	1,061,347.89	39.0
<u>EXPENDITURES</u>					
WATER FUND EXPENDITURES	177,419.85	514,406.14	1,738,885.00	1,224,478.86	29.6
TOTAL FUND EXPENDITURES	177,419.85	514,406.14	1,738,885.00	1,224,478.86	29.6
NET REVENUE OVER EXPENDITURES	(52,340.65)	163,130.97	.00	(163,130.97)	.0

EPHRAIM CITY CORPORATION
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
UTILITY REVENUE	77,496.43	308,950.77	917,592.00	608,641.23	33.7
INTEREST, OTHER REVENUE	.00	5,436.59	230,433.00	224,996.41	2.4
TOTAL FUND REVENUE	77,496.43	314,387.36	1,148,025.00	833,637.64	27.4
<u>EXPENDITURES</u>					
SEWER FUND EXPENDITURES	53,749.00	238,311.36	1,148,025.00	909,713.64	20.8
TOTAL FUND EXPENDITURES	53,749.00	238,311.36	1,148,025.00	909,713.64	20.8
NET REVENUE OVER EXPENDITURES	23,747.43	76,076.00	.00	(76,076.00)	.0

EPHRAIM CITY CORPORATION
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

ELECTRIC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
UTILITY REVENUE	398,774.14	1,880,684.01	5,045,833.00	3,165,148.99	37.3
INTEREST, OTHER REVENUE	2,823.54	188,844.08	441,408.00	252,563.92	42.8
TOTAL FUND REVENUE	401,597.68	2,069,528.09	5,487,241.00	3,417,712.91	37.7
<u>EXPENDITURES</u>					
ELECTRIC FUND EXPENDITURES	383,509.75	1,537,249.55	5,487,241.00	3,949,991.45	28.0
TOTAL FUND EXPENDITURES	383,509.75	1,537,249.55	5,487,241.00	3,949,991.45	28.0
NET REVENUE OVER EXPENDITURES	18,087.93	532,278.54	.00	(532,278.54)	.0

EPHRAIM CITY CORPORATION
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

GARBAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
UTILITY REVENUE	17,843.72	71,635.37	205,000.00	133,364.63	34.9
INTEREST, OTHER REVENUE	.00	133.39	.00	(133.39)	.0
TOTAL FUND REVENUE	17,843.72	71,768.76	205,000.00	133,231.24	35.0
<u>EXPENDITURES</u>					
GARBAGE FUND EXPENDITURES	15,511.26	64,579.63	205,000.00	140,420.37	31.5
TOTAL FUND EXPENDITURES	15,511.26	64,579.63	205,000.00	140,420.37	31.5
NET REVENUE OVER EXPENDITURES	2,332.46	7,189.13	.00	(7,189.13)	.0

EPHRAIM CITY CORPORATION
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

EPHRAIM HOUSING AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
INTEREST, OTHER REVENUE	.00	8,862.47	8,000.00	(862.47)	110.8
TOTAL FUND REVENUE	.00	8,862.47	8,000.00	(862.47)	110.8
<u>EXPENDITURES</u>					
ECHA FUND EXPENDITURES	614.08	2,970.40	8,000.00	5,029.60	37.1
TOTAL FUND EXPENDITURES	614.08	2,970.40	8,000.00	5,029.60	37.1
NET REVENUE OVER EXPENDITURES	(614.08)	5,892.07	.00	(5,892.07)	.0

EPHRAIM CITY CORPORATION
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

MANTI-EPHRAIM AIRPORT FUND

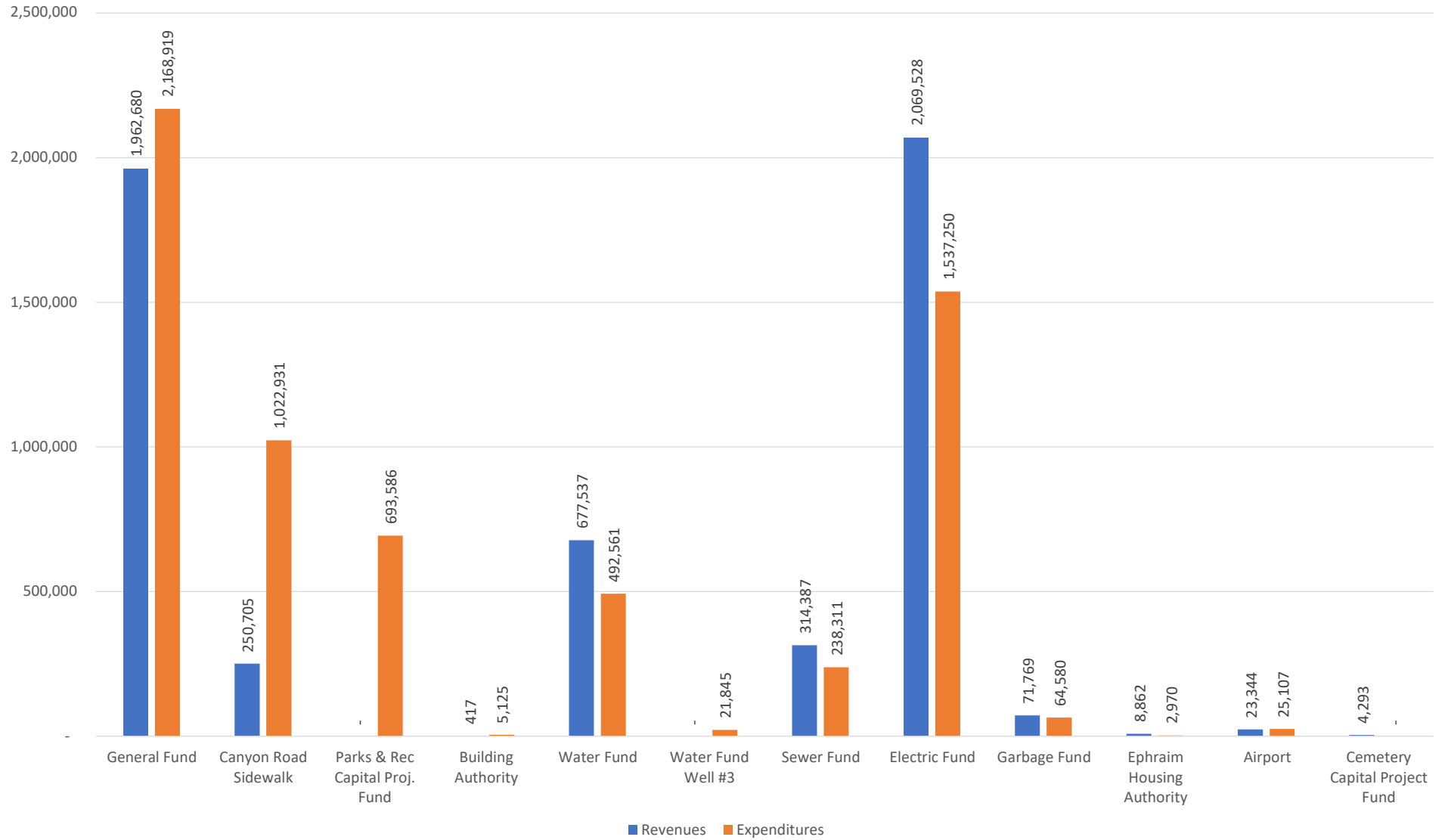
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
SOURCE 31	.00	39.98	.00	(39.98)	.0
UTILITY REVENUE	2,961.45	22,316.40	68,500.00	46,183.60	32.6
INTEREST, OTHER REVENUE	.00	987.99	12,250.00	11,262.01	8.1
TOTAL FUND REVENUE	2,961.45	23,344.37	80,750.00	57,405.63	28.9
<u>EXPENDITURES</u>					
AIRPORT FUND EXPENDITURES	8,298.43	25,107.23	80,750.00	55,642.77	31.1
TOTAL FUND EXPENDITURES	8,298.43	25,107.23	80,750.00	55,642.77	31.1
NET REVENUE OVER EXPENDITURES	(5,336.98)	(1,762.86)	.00	1,762.86	.0

EPHRAIM CITY CORPORATION
FUND SUMMARY
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

CEMETERY CAPITAL PROJECT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
CHARGES FOR SERVICES	40.00	940.00	14,000.00	13,060.00	6.7
INTEREST, OTHER REVENUE	.00	3,353.31	2,500.00	(853.31)	134.1
TOTAL FUND REVENUE	40.00	4,293.31	16,500.00	12,206.69	26.0
<u>EXPENDITURES</u>					
CEMETERY CAPITAL PROJ FUND EXP	.00	.00	16,500.00	16,500.00	.0
TOTAL FUND EXPENDITURES	.00	.00	16,500.00	16,500.00	.0
NET REVENUE OVER EXPENDITURES	40.00	4,293.31	.00	(4,293.31)	.0

Revenues and Expenditures as of 10/31/23



EPHRAIM CITY RESOLUTION ECR 23-23

A RESOLUTION ADOPTING REVISED EPHRAIM CITY EMPLOYEE HANDBOOK.

WHEREAS, the current Ephraim City Employee Handbook and policies have remained unchanged since the 1980s;

WHEREAS, the workforce and employment landscape have evolved significantly over the years, necessitating a comprehensive review and update of the existing employee policies;

WHEREAS, it is imperative for Ephraim City to maintain modern, relevant, and legally compliant personnel policies to ensure a fair, safe, and productive work environment;

WHEREAS, advancements in technology, changes in labor laws, and the need for clarity in employee expectations make it essential to revise and update the existing handbook;

WHEREAS, the City Council recognizes the importance of providing clear guidance to employees and fostering a positive workplace culture through an up-to-date and comprehensive employee handbook;

WHEREAS, the adoption of a new Ephraim City Employee Handbook, as detailed in Exhibit A, is crucial to promoting transparency, consistency, and adherence to current best practices in human resources management;

WHEREAS, the City Council acknowledges the efforts made to thoroughly review and revise Exhibit A to meet the needs of the City and its employees;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL AS FOLLOWS:

1. The Ephraim City Council hereby adopts the revised Employee Handbook, dated November 15, 2023, as Exhibit A, attached hereto and incorporated by reference.
2. The adoption of the Employee Handbook shall take effect immediately upon passage of this resolution.
3. The City Recorder is directed to provide access of the adopted Employee Handbook to all employees and department heads.
4. The City Council expresses its appreciation for the thorough review and revision process undertaken to ensure that Exhibit A reflects the current needs of Ephraim City and its employees.
5. The City Council recognizes that Exhibit A may be subject to periodic updates and amendments as necessary, and hereby authorizes City Administration to make such revisions, with notice to the City Council.

6. All prior Employee Handbooks and policies addressed in this handbook are hereby rescinded and replaced by the adoption of Exhibit A.
7. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 15th day of November 2023.

EPHRAIM CITY

John Scott, Mayor

ATTEST

Candice Maudsley, Recorder

COUNCIL VOTE

Richard Wheeler	Aye	___	Nay	___
Margie Anderson	Aye	___	Nay	___
Alma Lund	Aye	___	Nay	___
Lloyd Stevens	Aye	___	Nay	___
Tyler Alder	Aye	___	Nay	___

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This Employee Handbook is provided for general guidance only. The policies and procedures expressed in this Employee Handbook, as well as those in any other personnel material that may be issued from time to time, do not create a binding contract or any other obligation or liability on the City. The City reserves the right to change these policies and procedures at any time, formally or informally, with or without notice, for any reason. The City also reserves the right to take any appropriate employment action. The prohibitions outlined in the Employee Handbook do not create an express or implied contract with any person.

Welcome

Ephraim City Mission and Values

"Working Together to Enhance the Quality of Life in our Community."

Ephraim employees are a team committed to enhancing the quality of life in our community through service, partnership, and progress.

Ephraim City Government

Ephraim City operates under the Council-Manager form of government and is a City of the fifth class as defined by Utah law. It is governed by a six-member Council comprised of five Council Members and a Mayor. The City Manager serves as the City's Chief Executive Officer with duties and responsibilities outlined in City ordinances and oversees the day-to-day administrative functions of the City.

Section 1: General Employment

Employee Classification

Full-Time:

Employees are regularly scheduled to work 40 hours or more per week with full participation in employee benefits based on full-time status.

Appointed:

An employee appointed by the Mayor, Council, or City Manager and may be terminated at will without cause or notice.

Part-Time:

Employees regularly scheduled to work less than 30 hours per week and who are not categorized as seasonal or temporary. Employees working less than 30 hours per week are not eligible for benefits other than those required by law and may be terminated at will, without cause or notice.

Qualified Part-Time:

Employees regularly scheduled to work an average of 30 hours per week but less than 40 hours per week and who are not categorized as seasonal or temporary. These employees are eligible for certain benefits the City provides and as described in this Handbook. Qualified part-time employees may be terminated at will, without cause or notice.

Probationary:

Employees whose performance is being evaluated and determined whether further employment or retention in a specific position with the City is appropriate.

Temporary and Seasonal:

Employees hired either through the City process or outside employment agencies to work at Ephraim City to supplement the workforce or assist in completing a specific project whose employment is limited in duration. It includes interns and cooperative education positions. Temporary and seasonal employment assignments will not exceed six (6) months in a fiscal year. Temporary and seasonal employees are not eligible for benefits. Temporary and seasonal employees may be terminated at will, without cause or notice.

[Exempt/Non-Exempt Classification](#)

Each employee is designated as either non-exempt or exempt from federal wage and hour laws.

Non-exempt Employees:

Under the Fair Labor Standards Act (FLSA), these employees are entitled to overtime pay. Non-exempt employees are paid by the hour and must have their time tracked. Such employees are referred to as non-exempt because the type of work they perform is covered (or, in other words, "not exempted") by the overtime provisions of the FLSA.

Exempt Employees:

These employees are exempted from the overtime requirements of the FLSA. Exempt employees are paid on a salary basis, and their time is not usually tracked (other than the use of leave time). Exempt employees are not eligible for extra compensation when required to work long hours. Generally, exempt employees perform executive, administrative, or professional work and require regular exercise of discretion and independent judgment. Department Directors are classified as exempt.

Probationary Status

Part-time, Temporary, and Seasonal employees are in permanent, probationary status, without limitation of time, and may be terminated at will at any time, with or without cause or notice, for any reason or no reason. Probationary employees are not eligible for a merit or cost-of-living increase while on probation.

Initial Probation:

During initial probation, employees may be terminated at will at any time, with or without cause or prior notice, for any reason or no reason. Nothing contained herein shall be construed to guarantee any employee on probation continued employment during the entire probationary period.

All new full-time employees who are hired to become regular full-time employees are required to serve an initial six-month probationary period. The supervisor will evaluate the employee's performance at the end of that initial probationary period. Suppose the employee's performance during the initial probationary period is satisfactory. In that case, the employee will be removed from probationary status and may be eligible for a pay increase (if the budget allows) as determined by the Department Director with the approval of the City Manager.

The employee may be terminated if the probationary employee's performance is unsatisfactory. Alternatively, and at the City's discretion, the employee may be notified in writing of the performance deficiencies and allowed to correct them. The initial probationary period may be extended up to, but not exceeding, an additional six (6) months at the discretion of the Department Director, with the City Manager's approval. If the employee's job performance continues to be unsatisfactory, the employee will be notified in writing of the failure to complete the probationary period and will be terminated.

Supplemental Probation:

Employees, who are promoted or transferred within the City, must complete supplemental probation, up to six (6) months, with each reassignment to a new position. The Department Director will determine the duration of the supplemental probation with the approval of the City Manager. Any continuous absence over ten (10) working days may extend an additional probationary period by the length of the absence, as determined by the Department Director.

Suppose a promoted employee is unsuccessful in the new position within the probationary period. In that case, they may be placed back in the position held immediately before the promotion or to another position, subject to availability and the employee's qualifications. If a full-time merit employee cannot be returned to their former or similar position, they will be placed on a reinstatement list and shall be subject to all reinstatement rights and privileges.

Supplemental probation may also be used if a full-time employee's performance falls below an acceptable level or for any of the causes for discipline or dismissal. Said supplemental probation will be for up to six (6) months and must be approved by the Department Director.

Volunteers

An individual who performs service hours for Ephraim City for civic, charitable, or humanitarian reasons without promise, expectation, or receipt of compensation is considered a volunteer. To be compliant with Department of Labor regulations, employee volunteers will not perform volunteer work similar to the paid job they perform for the City. Non-employee volunteers may not perform volunteer duties that a City employee is paid to perform. All volunteer agreements will be documented in writing and reviewed by the City Attorney.

Administrative and Personnel Files

The Government Records Access and Management Act (GRAMA) generally requires that files of the City regarding a particular employee be available to that employee upon written request. If you have questions, you should contact your supervisor and/or Human Resources.

Generally, only authorized personnel and the employee will have access to personnel files.

Employee Notification of Changes to Personal Information

Employees are expected to help the City keep their personnel records current by immediately reporting to Human Resources any changes to their:

- Address
- Telephone number
- Marital status
- Number of dependents
- Emergency contact information
- Educational achievements
- Change in W-4 information
- Any change that would affect eligibility to work in the United States (I-9 form)
- Driver's license
- Professional certifications

Job Descriptions

At the start of employment, or whenever there is a change in position, employees will generally receive a written job description, which outlines the various functions of the job, including essential functions. Job descriptions will be updated periodically.

Performance Evaluations

Supervisors and employees are strongly encouraged to discuss job performance on an informal, day-to-day basis. Additional formal performance evaluations are conducted to allow employees and supervisors to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive and constructive approaches to meeting goals. The performance of all full-time and permanent part-time employees is evaluated annually.

Length of service in and of itself is not a reason to warrant a pay increase. Pay increases may be awarded based on recommendations from the supervisor. The supervisor's actions to award pay increases and determination of the increase will generally depend upon several factors and are not guaranteed annually or otherwise.

Recruitment and Selection

The City desires to fill all positions with the most qualified applicants. Further, the City intends to consider qualified current City employee applicants when appropriate.

Nepotism/Employment of Relatives:

The City complies with the Utah Code concerning the employment of relatives. The City Manager's approval is required for any new hire of an employee related to a current City employee.

Veteran Preference:

The City will provide a veteran's preference in initial hiring for applicants applying for City employment per Utah law.

General Standards of Conduct

The City believes that to operate efficiently and safely and maintain a pleasant and productive work environment, all employees must adhere to appropriate standards of conduct.

The examples listed below are intended as general guidance regarding City standards and expectations and are not all-inclusive.

Employees shall not engage in:

1. Dishonesty in any form, including falsification of documents or providing misleading information.
2. Theft, unauthorized possession, or use of property belonging to the City, customers, suppliers, or other employees.
3. Unauthorized possession or use of City confidential/proprietary information.
4. Damage, loss, or destruction of property belonging to the City, customers, members of the public, or other employees due to willful, reckless, careless, or negligent acts.

5. Being under the influence of, possessing, or using alcohol, intoxicants, or illegal substances while on duty.
6. Failure to perform assigned lawful work or neglect of duties.
7. Poor performance of work duties, failure to meet job requirements or standards, or lack of due care when performing assigned duties.
8. Sleeping, loafing, and malingering on the job.
9. Failure to observe safety and health rules or regulations.
10. Unexcused absenteeism or tardiness.
11. Failure to work courteously and harmoniously with other employees, customers, or persons doing business with the City.
12. Fighting, horseplay, or disorderly conduct.
13. Threatening, intimidating, coercing others, or interfering with the performance of others.
14. Using profane, obscene, or abusive language.
15. Other conduct that may conflict with or adversely affect work performance, safety, business, operations, and the City's reputation in the community.
16. Violation of any policy outlined in this Employee Handbook or the City's policies and procedures.
17. Harassment of any kind

The City expects employees to conduct City business according to the highest ethical standards. We expect employees to devote their best efforts to the interests of the City. Business dealings that appear to create a conflict between the interests of the City and an employee are unacceptable. The City recognizes the right of employees to engage in activities outside of their employment that are private and unrelated to City business; however, the employee must disclose any possible conflicts so that the City may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a gain for the employee, an immediate family member, a friend, or another entity the employee is associated with, as a result of the City's business dealings.

An employee who violates these standards may be subject to discipline, up to and including termination. The City may refer an incident for criminal prosecution or civil action when appropriate.

Absenteeism or Tardiness

Employees must come to work regularly and on time to perform their jobs properly. In addition, absenteeism and tardiness unfairly burden other employees and affect their performance.

When employees must be absent from work, they must notify their supervisor. Supervisors may be notified through calling, text message, or email. Leaving a message with a co-worker is unacceptable.

Employees must continue to call in each day of absence unless they have informed their supervisor of the days that will be missed, and the supervisor has stated that the employee does not need to call in daily. The employee's call will help the supervisor adjust the department's work schedule.

Employees must provide as much advance notice of absences as possible.

Unexcused absenteeism or tardiness or failing to call in when absent or tardy is unacceptable and can lead to disciplinary action up to and including termination.

Employees absent for three days or more without notifying their supervisor may be deemed to have voluntarily terminated their employment with the City.

Telecommuting

The City considers telecommuting an alternative work arrangement that may be appropriate for some employees and jobs. Telecommuting allows employees to work at an alternative worksite for part of their regular work week. It is not a City-wide benefit and in no way changes the terms and conditions of employment with the City. Employees interested in telecommuting must discuss their request with their supervisor. All telecommuting requests are evaluated on a case-by-case basis, focusing first on the City's business needs. The City Manager must approve all requests to telecommute.

City Communications Equipment

All City information stored or conveyed through any medium, and all information stored or conveyed through any equipment owned by the City, is property of the City. Employees have no expectation of privacy regarding this information. This means that the City reserves the right to monitor communications, search data, or otherwise review usage of the above-listed systems.

City communication equipment is provided by the City primarily for City business use. Limited, occasional, or incidental use for personal, non-business purposes is understandable and acceptable. Employees should be careful not to abuse this privilege. Employees may be disciplined and/or terminated for outside business use (i.e., non-City related usage) or excessive personal use of these systems. At no time should employees expect their communications or data to be private when using these systems, regardless if usage is personal or business-related.

Regarding City equipment, employees are prohibited from:

- Engaging in illegal, fraudulent, or malicious activities or assisting someone to do the same, including unauthorized copying or distributing of software, hacking, monitoring, or breaking into a system that the employee does not have permission to access.
- Sending, storing, viewing, or downloading offensive, obscene, sexually-oriented, racially offensive, or defamatory material.
- Disclosing confidential information or trade secrets.
- Harassing or annoying other individuals or interfering with their productivity.
- Using encryption methods without prior City approval
- Members shall not use another person's access passwords, login information, and other individual security data, protocols, and procedures unless directed by a supervisor.
- Using City communication systems for outside, non-City-related business purposes.

- Placing software on the City's system without prior approval in writing.
- Any other usage that violates City policy or is inconsistent with the City's interests.

Employees may be subject to disciplinary action up to and including termination for violating any of these policies.

Confidentiality and Non-Disclosure

Employees often have access to confidential, sensitive, or proprietary information. Employees must use and/or disclose information learned or acquired through association with the City only for their job performance. Employees are prohibited from using, copying, or disclosing any such confidential information to any other person, employee, firm, corporation, or other entity, either during or after your employment, except as authorized by the City Manager.

Personal Use of City Equipment and Supplies

The City provides office equipment and supplies for its employees to perform their jobs as efficiently and effectively as possible. Such items include photocopiers, office supplies (paper, pens, etc.), tools, computers, telephones, and fax machines. These last items are discussed more under "City Communication Equipment." All of this equipment and these supplies are the property of the City and are intended only for use in conducting the City's business.

The City allows occasional and limited use of certain office equipment and supplies for employees' minimal, infrequent personal use. Misuse, abuse, or theft of City equipment, supplies, or resources related to it, may result in the loss of privileges and/or in disciplinary action up to and including termination of employment.

Use of City Vehicles and Equipment

City-owned vehicles may be provided to employees with demonstrated business needs. Additionally, employees may be compensated for using their own vehicles on City business. All such expenses will be compensated subject to the following guidelines.

City Vehicles:

City vehicles may be provided to employees as business needs warrant:

- Fuel, tolls, parking, and related expenses will be reimbursed when incurred for approved business activities and when appropriate documentation of the expense has been provided.
- City vehicles shall not be used for commuting or other personal purposes unless authorized by the City.
- All IRS regulations shall be followed if a City vehicle is used for commuting.

- Mileage Record. Employees permitted City vehicles for commuting must document miles and dates driven.

Employee-Owned Vehicles:

Employees using their cars for business must receive prior authorization from their Department Director.

- There is an expectation that when on City business, errands, or travel, that employees will use City provided vehicles with few exceptions.
- Mileage Allowance. A mileage allowance for all costs related to vehicle operation will be provided, which may vary from year to year. The mileage reimbursement rate will be determined by the amount listed on the Utah State website.
- Mileage Record. The mileage will be determined by the round-trip miles from Ephraim City Hall to the final destination and recorded on the travel form.
- Related Compensation. Parking charges, tolls, and other related expenses are compensable upon presentation of receipts if incurred for business-related travel. However, all fuel, maintenance, and depreciation expenses are considered to be included in the standard mileage rate.
- Approval. The employee's Department Director or the City Manager must approve claims for mileage allowance and related reimbursement.
- Vehicle Allowance. A monthly vehicle allowance may be granted to those who travel regularly on City business. This allowance is instead of mileage and miscellaneous reimbursement allowance for all travel. Employees with vehicle allowances are expected to use the vehicle at no additional cost to the City for City related travel within a 50-mile radius of City Hall. Employees with vehicle allowances who use their vehicle and travel beyond a 50-mile radius of City Hall for City related business will be compensated at the mileage rate established by the City Finance Department. Employees who receive monthly allowances are prohibited from using a City-owned vehicle except in the case of an emergency. An emergency does not include the unavailability of the employee's car.
- Use of City vehicles for non-City business-related purposes is prohibited. Employees scheduled to respond on-call, outside of regular work hours, may be assigned an appropriate City vehicle to make such responses from their homes. Such assignments, except in case of emergencies, shall be approved by the City Manager. Commuting miles are subject to IRS regulations and must be reported annually on forms provided by the City.

Employee Responsibilities:

Employees are accountable for operating City cars, personal vehicles, rentals, or equipment when traveling or using them for City business purposes. An employee who drives any vehicle on City business must:

- Possess a current driver's license. Employees who have lost their driving privileges/license are obligated to immediately report the loss of license and/or privileges to their supervisor.
- Where appropriate, possess a current Commercial Driver's License (CDL)
- Maintain vehicle insurance coverage in at least the minimum amounts required by state law and carry proof of such coverage. The employee assumes liability for their vehicle in work-related travel.
- No employee may operate a City vehicle or City equipment while their performance is impaired by alcohol or any controlled substance or over-the-counter drug. An employee taking a prescription drug for a bona fide medical condition, which may impair the employee's ability to

operate a vehicle safely, shall notify their supervisor. The supervisor shall notify their Department Director of the situation, and the Department Director may make reasonable accommodations for the condition or place the employee on sick leave to ensure the safety of the employee, co-workers, and the public, after consulting with the Human Resources Department and the City Attorney.

- Inspect the vehicle and confirm that it is in safe operating condition.
- Employees are required to drive safely and courteously.
- Employees and passengers are required to wear seat belts while operating a City vehicle.
- Employees are solely responsible for any traffic citations they may receive while driving a City vehicle or on City business. Employees are solely responsible for fines or parking violations incurred while driving on City business.
- Under Utah law, employees shall only use cell phones or other handheld wireless communication devices while driving. Law enforcement officers or emergency service employees may use cell phones, handheld wireless devices, or laptop computers while driving a City vehicle when acting within the scope of their employment.
- Employees using City vehicles shall ensure they are kept clean and serviced according to fleet specifications.

Accidents:

An employee involved in an accident while traveling on City business must immediately report the incident (regardless of how minor) to their Department Director and the Police Department having jurisdiction.

Emergency Response Employees:

Due to the nature of their position or functional area of responsibility, Emergency Response Employees may be assigned a City vehicle to perform their job or function. Such vehicles may incidentally be used for commuting purposes and to facilitate expeditiously responding to after-hour calls or assisting with emergencies. To qualify as an Emergency Response Employee, an employee must live within Sanpete County. Each department with qualified employees will maintain its policies governing the use of City Vehicles.

Emergency Response Employees requesting to live outside Sanpete County must obtain approval from the Department Head and City Manager.

Failure to comply with the Use of City Vehicles and Equipment policies may result in a loss of vehicle privileges and/or disciplinary action up to and including termination of employment. Employees are reminded to be liable for any personal federal or state income or benefits taxes that may apply to them through their use of City vehicles as provided in this program.

Outside Employment

Outside employment is permitted so long as it does not interfere with job performance, is not a conflict of interest, and the supervisor is aware of the outside employment. Employees should discuss with their supervisor if any additional policies exist specific to their department.

Posting Notices or Soliciting on City Premises

To protect employees from unwanted solicitations that can interfere with work duties and productivity or create tension and discord among employees, the following rules apply:

- Employees may not solicit or ask other employees to purchase goods or services, make donations or contributions, sign cards or petitions, or join or support particular groups or causes, whether charitable, political, religious, or otherwise, in any work area during work time.
- Employees may not distribute any literature or written materials that are not job-related and approved by management at any time in any work area.

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

Political Activity

Employees are prohibited from participating in or using their influence to affect City municipal elections (other than their personal, private vote at the polls) during working hours and at/in municipal facilities. Wisdom dictates that employees should maintain a neutral stance in City municipal elections.

Employees can hold elected offices, be voting district officers, and by county, state, or national delegates in the parties of their choice.

Whether on or off duty, no City employee or appointed official shall use his/her position, title, uniform, City vehicle, City identification, or City equipment and supplies to solicit, either verbally or by written communication, any assessments, contributions, or services for any political party or municipal candidate. No City employee or appointed official shall use his/her uniform, City vehicle, City identification, or City equipment or supplies to solicit contributions or influence fellow employees to support or oppose any political party, candidate, or federal, state, county, or municipal elections.

Possession of Pornographic Material

The City prohibits employees from possessing, distributing, or viewing any pornographic materials in the workplace, including City equipment, vehicles, or on City property. Pornographic materials are strictly prohibited. Employees found to have pornographic materials in their possession, on City equipment, in City vehicles, or on City property are subject to disciplinary action up to and including termination.

Personal Appearance Standards

The City values individuality and expression while maintaining a professional and inclusive work environment. The following guidelines will apply to all employees to balance personal style and workplace standards. Specific appearance standards may differ from department to department based on the type of work performed. Employees are encouraged to speak with their supervisor regarding specific appearance standards for their department. However, the following guidelines apply to all employees:

- All employees must wear professional, work-appropriate clothing that is modest.
- All employees must wear clothing that meets safety requirements for the area and type of work. Clothing must be in good repair without holes or loose threads or strings.
- Employees must practice good hygiene and be clean and well-kept when arriving at work.
- The nature of certain job classifications may require that employees in those job classifications wear specified clothing or equipment for safety or other purposes.
- At no time, while an employee is representing the City in any official capacity shall any offensive tattoo or body art be visible. Examples of offensive tattoos or body art include but are not limited to those that exhibit or advocate discrimination; those that exhibit gang, supremacist, or extremist group affiliation; and those that depict or promote drug use, sexually explicit acts, or other obscene material.
- Unnatural hair colors, earlobe, and/or facial piercings may be allowed with the department head's approval.
- If an employee fails to comply with these requirements, they may be subject to disciplinary action up to and including termination of employment. Employees may be required to return home and change into clothing that meets dress code requirements. Non-exempt (hourly) employees will not be compensated for the time spent returning home to change.

Smoking

The City complies with the Utah Indoor Clean Air Act. Smoking, vaping, and using smokeless tobacco products are prohibited: in any City building or structure, within 25 feet of any entrance to any City building or structure, and in any City vehicle. Failure to comply may result in disciplinary action up to and including termination of employment.

Drugs and Alcohol

The City intends to provide a safe, alcohol-free, and drug-free workplace. The City prohibits the unauthorized or illegal use, sale, or possession of drugs, drug paraphernalia, and alcohol on City property (including all City structures, facilities, lands, and work-related locations, City automobiles, trucks, and any other vehicles used for City purposes) or any time an employee is representing the City on City business. Employees are further prohibited by City policy from possessing or distributing illegal drugs during or outside of work hours.

The City reserves the right to conduct or require screen tests in compliance with state and federal law of employees and applicants for employment at the City's expense.

Screen Testing May Occur to The Extent and Manner Allowed by Law:

- Any employee appearing to be involved in a work-related accident, incident, or theft may be asked to submit immediately to a drug and/or alcohol test.
- As a result of a perceived change in or impairment of an employee's job performance or conduct.
- On any employee perceived to be under the influence of drugs or alcohol.
- As part of the City's efforts to maintain or improve productivity, quality of performance, and production, security, or safety.
- In connection with job promotions or job transfers.
- On a selective or random basis as considered necessary by the City.
- As part of the hiring process, applicants will be asked at the time of application to agree to a screen test after the successful applicant receives an employment offer. Refusal to give written consent will stop further action toward employment.
- As part of the Department of Labor commercial driver license mandatory drug testing requirements (only applies to certain job classifications).

Searches and Seizures:

To achieve the purposes of this Drug and Alcohol Policy, the City has the right, without notice, to search City-owned property. This includes but is not limited to, city-owned vehicles, desks, lockers, file cabinets, storage, toolboxes, and other work-related areas. The City may restrict access by the employee or employees to the area where the substance or thing is located until proper authorities are called and the matter is investigated. In the alternative, the City may take possession of any substance or thing it believes to be an unauthorized or illegal drug, drug paraphernalia, or alcohol found on the City property.

Miscellaneous Conditions:

Employees undergoing prescribed medical treatment with a drug that may interfere with their ability to do their job are required to disclose the information to their supervisor and/or Human Resources.

Weapons in the Workplace

Some employees may wish to carry a gun for personal protection. You must do so in compliance with Utah law. You must also understand that concerning using a gun, police officers and authorized fire investigators are the only individuals authorized to use deadly force while acting for and on behalf of the City. Under no circumstances will any other employee use deadly force as a function of their job with the City. If an employee who is not a police officer or fire investigator uses deadly force, he/she will not have the immunities or be entitled to the same indemnity afforded by police officers and authorized fire investigators.

Violence in the Workplace

The City is concerned about possible workplace violence. Violence cannot always be prevented and can be hard to predict. We ask employees to be on the lookout for warning signs, including but not limited to: direct or veiled threats of harm; harassment, stalking, physical or verbal intimidation; extreme depression over personal problems or social withdrawal; bizarre or paranoid behavior regarding work; obsessing about weapons or workplace violence; or a history of or recent incidents of violence. Talk to your supervisor if you observe any of these warning signs or have cause to believe violence may occur. You may also feel free to contact your Department Director. Information reported is treated with confidentiality to the extent possible.

Employee Grievance Procedures

General Policy:

A grievance is an allegation that another employee or supervisor has violated, misinterpreted, or has not complied with a City ordinance, resolution, rule, or written policy, procedure, or regulation affecting the grieving employee's working conditions. Managerial decisions such as employee performance evaluations, merit salary increases, reassignment, training opportunities, work schedules or assignments, position classifications, promotions, revision or establishment of wages, or other managerial-related issues are not considered grievances. Those issues should be resolved between the employee and their supervisor or Department Director or as otherwise provided for in this Employee Handbook. Failure of the grievant to meet any specified deadlines shall constitute a withdrawal and waiver of the grievance.

Human Resources will maintain a grievance file separate from the employee's Human Resources file.

Informal Grievance Procedure:

The grievant and the immediate supervisor shall make every effort to resolve the grievance at the lowest level of supervision. Thus, the grievant shall attempt to discuss the grievance within five (5) calendar days with the immediate supervisor, who then has five (5) calendar days to present a decision before resorting to the Formal Grievance Procedure.

Formal Grievance Procedure:

First Level of Review – Supervisor

The grievant shall present the formal grievance in writing to their immediate supervisor within five (5) calendar days from the result of the informal grievance procedure. The written grievance shall contain the following information:

- The name and job title of the grievant
- Their department
- A clear and concise statement of the nature of the grievance, including the circumstances and dates involved
- The specific provision(s) of the employment action taken against the employee and the reason it is deemed inappropriate, referring to any laws, policies, or procedures alleged to have been violated.
- The requested remedy
- The date
- The signature of the grievant

The supervisor shall render a decision and comments in writing and return it to the grievant within ten (10) calendar days after receiving the written grievance. If the grievant does not agree with the supervisor's decision or if no answer has been received within the specified time, the grievant shall present the grievance in writing to the Department Director or designee within five (5) calendar days from the date of the supervisor's decision or the expiration of the time for a decision.

Second Level of Review - Department Director

If the grievant is not satisfied with the decision of the supervisor, or the supervisor's time for a decision has expired, the grievant may submit their written grievance to their Department Director or the Director's designee, who shall, upon request, discuss the grievance with the grievant and with other appropriate individuals. Said request for Department Director review must be made within five (5) days of the supervisor's decision or the expiration of time for a decision.

The Department Director or designee shall render their decision and comments in writing and return it to the grievant within ten (10) calendar days after receiving the formal written grievance. If the grievant does not agree with the decision reached, or if no decision has been received within the specified time, the grievant may appeal the grievance to the next level of the grievance procedure. To do so, the grievant must submit the grievance to the City Recorder, along with a written request that the grievance be considered at the third level, within five (5) calendar days of the date of the Department Director's decision is rendered, or the expiration of the time for a decision.

Third Level of Review - City Manager

If the grievance is not adjusted to the satisfaction of the employee under the procedures outlined in the foregoing sections, the employee shall submit a written request within five (5) calendar days following the last step of the second level, along with a copy of the record of the grievance

developed to that point to the City Manager or designee. The City Manager will reach a decision based on the information received. The City Manager shall render a decision within ten (10) calendar days. The decision of the City Manager shall be final and binding.

Disciplinary Procedures

All disciplinary actions short of termination are intended to be corrective to obtain compliance with policies, orders, procedures, standards of conduct, expected performance standards, and/or to improve performance.

It is at the City's discretion whether informal or formal disciplinary action is appropriate. Only full-time employees who have completed their initial probation period, and supplemental probationary employees, shall have the right to file an appeal to disciplinary actions and then only to formal disciplinary actions. All appeals shall be filed in accordance with the appeal provisions outlined herein.

All disciplinary actions will become a part of the employee's Human Resources file.

Informal Discipline:

Informal action may be appropriate when a rule, order, procedure, standard of conduct, and/or expected performance level has been violated. Any one or a combination of the following informal actions may be used as deemed appropriate by the City.

Verbal Reprimand:

The supervisor advises the employee of the violation and/or failure to maintain the standard of conduct and that repetition may lead to further discipline, informal or formal.

Written Reprimand:

The supervisor, in writing, advises the employee of the violation and/or failure to maintain the standard of conduct and that formal disciplinary action may result if the employee does not take corrective action. Copies of the written reprimand will be placed in the employee's Human Resources file. The employee shall sign written reprimands to acknowledge receipt thereof.

Formal Discipline:

Formal discipline may include:

- Suspension without pay for more than 2 days;
- Involuntary transfer to a position with less remuneration (not as a result of layoff or reorganization);
- Termination (not as a result of layoff or reorganization).

Appeal of Disciplinary Actions

Employee disciplinary actions are final and effective when made or confirmed subject to the voluntary appeal process described here.

Some positions do not have appeal rights. If you are in a part-time, seasonal, or temporary position, newly hired in your original probationary period, a contract employee, or in a full-time appointed position, police chief, deputy or assistant police chief, fire chief, deputy or assistant fire chief, head of a department or division, or superintendent, you are **not eligible** to use the formal appeal procedure, and serve at-will, meaning you and the City may terminate the employment relationship with or without cause and with or without notice. The City intends to comply with and avail itself of the provisions of Utah Code Ann. §§ 10-3-1105 and 1106, as amended.

Any disciplinary action of an eligible full-time employee that involves suspension for more than two days without pay, termination, demotion, or involuntary transfer to a position with less remuneration, not as a result of layoff or reorganization, may be appealed to an independent mediator chosen by consent of both the City and the employee *after* the employee has exhausted the grievance procedure set forth herein. Such appeal shall be initiated by written notice received by the City Recorder detailing the date and nature of the disciplinary action appealed from and a summary of the grounds for the appeal. The City Recorder must receive such written notice within 10 calendar days after the disciplinary action appealed from was taken or confirmed.

If an appeal is timely filed, the mediator will schedule a hearing at which the employee who is the subject of the termination, suspension, or transfer may: appear in person and be represented by counsel; have a public hearing; confront the witnesses whose testimony is to be considered; and examine the evidence to be considered by the mediator. The mediator shall have the discretion to set, on a hearing-by-hearing basis, all requirements for the hearing to provide a fair, efficient, and professional process.

The mediator shall have the power to subpoena witnesses and compel the production of books, papers, and any other evidence, as may be relevant to a fair hearing and decision. Each decision of the mediator shall be certified to the Recorder within 15 days from the date the hearing is held. For good cause, the mediator may extend the 15 days to a maximum of 60 days if the employee and City both consent.

A final action or order of the mediator may be appealed to the City Council by filing a notice of appeal. Each notice of appeal shall be filed within 30 days after the issuance of the final action or order of the mediator.

Whistleblower

The City will not take adverse action against an employee because the employee, or a person authorized to act on behalf of the employee, communicates in good faith (1) the waste or misuse of public funds, property, or manpower; or (2) a violation or suspected violation of a law, rule or regulation adopted under the law of Utah, a political subdivision of Utah, or a recognized entity of the United States. The City encourages employees to report such issues to their immediate supervisor, Department Director, or

Human Resources. The employee reporting such issues is not responsible for investigating the activity or determining fault or corrective measures.

Intimate or Dating Relationships

If an intimate or dating relationship exists between City employees or between an employee and a supervisor, the persons involved in the relationship are required to notify Human Resources of the relationship.

The persons involved in the intimate or dating relationship shall not use City time, funds, vehicles, or facilities to conduct or further their relationship. The persons involved shall always be mindful of the City's best interests and shall not conduct their relationship in a way that offends or involves other City employees.

Employees may not exercise supervisory authority over or provide input on evaluations regarding persons with whom they have an intimate or dating relationship. Neither of the persons involved in the intimate or dating relationship may give to or receive any special or preferential workplace treatment or workplace benefits or preferences from the other person. At the City's sole discretion, one or both employees may be given a different assignment if one is available.

When the relationship ends, employees involved are required to notify Human Resources. Once a prior intimate or dating relationship or marriage of two City employees ends, employees involved may not harass, retaliate against, bully, demean, intimidate, or in any way interfere with the other employee's work. If this occurs, the affected employee should notify Human Resources.

Equal Employment Opportunity

The City is an equal employment opportunity employer. The law prohibits employment discrimination and harassment because of the following:

- Race
- Color
- National Origin
- Sex
- Pregnancy
- Age
- Religion
- Disability as defined by law
- Veteran or military status
- Sexual orientation or gender identity
- Any other protected class as defined in federal, state, or local laws

Discrimination and harassment are prohibited in all aspects of employment, including hiring, compensation, training, promotions, benefits, etc. Reports of discrimination and/or harassment are treated as discreetly and confidentially as practicable. The City prohibits retaliation against any employee who makes a discrimination or harassment complaint in good faith.

Any employee found to have engaged in discriminatory, harassing, or retaliatory conduct is subject to disciplinary action, up to and including termination.

Anti-Harassment

Harassment has no place at work. It is a violation of the law. The City will not tolerate it. Any harassment, whether based on race, color, national origin, sex (including pregnancy), age, religion, disability as defined by law, veteran or military status, sexual orientation or gender identity, or any other class protected by law, is prohibited.

Both harassment and inappropriate conduct are unacceptable behavior that will not be tolerated at any level. Any employee who engages in any form of harassment or inappropriate conduct will be subject to disciplinary action.

Sexual harassment, according to the federal Equal Employment Opportunity Commission (EEOC), consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical acts of a sexual nature or sex-based nature where:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- An employment decision is based on an individual's acceptance or rejection of such conduct;
- Such conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

Harassment, whether sexual or based on the other protected classes listed above, may take many forms, including but not limited to:

- *Verbal Conduct* - such as epithets, derogatory jokes or comments, name-calling, innuendos, demeaning slurs, or unwanted sexual advances;
- *Visual Conduct* - such as leering, derogatory and/or sexually-oriented posters, photography, cartoons, drawings, graffiti, electronic mail, or gestures;
- *Physical Conduct* - such as assault, offensive touching, blocking of normal movement, or interfering with work; or
- *Threats or Demands* - to submit to sexual requests as a condition of continued employment benefits.

The City does not tolerate any such conduct. Employees who harass others are subject to discipline, including termination.

If you observe or believe such conduct has happened to you, you must immediately report the incident to your Department Director or the City's Human Resources Department. The City will initiate a prompt, thorough investigation and take appropriate remedial action.

Public Relations Issues

At times the City will provide information to the general public or the media regarding City-related matters. These communications will be made by the City Manager or a person specifically appointed by the City Manager. Employees contacted by either the public or the media concerning City-related matters are required to refer such inquiries to the City Manager.

If a matter is received from the public regarding a City employee, the matter should be referred to the employee's supervisor.

Section 2: Benefits

The City is pleased to offer employees a competitive benefits package. This benefits package requires a very significant financial contribution on the part of the City, but it is well spent. The City hopes that employees will appreciate that their compensation comes not just in the form of their wages or salary but also in the valuable benefits package provided by the City. The cost of the benefits packages the City provides equals a substantial percentage of each employee's wage or salary.

Employees are encouraged to take the time to familiarize themselves with all the benefits the City makes available. Changes in the benefits package over time are likely the result of changes in the insurance industry, changes in available insurance products, changes in the Utah Retirement System, changes in applicable benefits and tax laws, and the City's changing budget challenges. Employees are encouraged to try to stay abreast of changes as they happen.

Unless otherwise noted, only full-time employees are eligible to receive the benefits the City offers. Elected official, part-time, temporary, or seasonal employees are generally not eligible for benefits (except those required by law).

Each year there will be an open enrollment period, normally held in May or June. At this time, you will either renew or change your current coverage. Changes under most plans can only be made during open enrollment. Some exceptions include life-changing events such as birth, death, change in the employment status of participant, spouse, or dependent, and change in marital status. For more information contact Human Resources. Qualified changes must be made within 60 days of the life-changing event. Employees hired after the plan year begins will select their coverage choices for the remainder of that year at the time of hire. All enrollment and change forms are available from Human Resources. Even if you make no changes, you must verify your benefit selections with Human Resources each year during the open enrollment period.

Health, Dental and Vision Insurance

The City's health insurance plan provides eligible employees and their dependents access to health, dental, and vision care insurance benefits. A detailed description of the City's health insurance plan can be found in the Summary Plan Description (SPD). The SPD and information on the cost of coverage will be provided in advance of enrollment to eligible employees. Employees should contact Human Resources for more information about the City's health insurance plans.

Employees who provide proof of insurance under another health insurance plan may waive the City's coverage (this does not apply to dental or vision insurance). Upon confirmation of health insurance coverage, provided to Human Resources no later than July 1st each year, a portion of the City's insurance premium cost may be contributed to the employee's 401k offered through the Utah Retirement System. The amount contributed to the 401k instead of health insurance coverage will be reported as taxable income.

Health Care Continuation Plan (COBRA)

If your insurance benefit is terminated for qualifying reasons, you may arrange to convert or to continue some coverage at your expense per existing federal and state regulations and the terms of our group insurance policy. You will receive information about this in a separate notification.

Life and Accidental Death and Dismemberment Insurance

Life insurance coverage offers employees and their families crucial financial protection in the event of loss of life. The City may provide a basic life insurance plan for eligible employees and their dependents. Additional supplemental and/or dependent life insurance coverage may also be purchased at rates often lower than what the employee could buy on their own.

Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between the City and the insurance carrier.

A detailed description of the City's life insurance can be found in the Summary Plan Description (SPD). The SPD and information on the cost of coverage will be provided in advance of enrollment to eligible employees. Employees should contact Human Resources for more details.

Long-Term Disability Insurance (LTD)

LTD provides partial wage replacement in the case that an employee becomes permanently disabled and is not able to continue working. Eligible employees may participate in the LTD plan subject to all terms

and conditions of the agreement between the City and the insurance carrier. Employees should contact Human Resources for more information.

Workers Compensation

In compliance with Utah law, the City maintains worker's compensation insurance for its employees. Under workers' compensation law, employees who sustain an injury at work may be eligible to have some medical costs and expenses paid by the workers' compensation insurance carrier.

City employees who sustain work-related injuries or illnesses, no matter how minor, must notify their supervisor immediately or in an emergency as soon as possible. Accident investigation forms must be completed by the employee and sent to Human Resources within 24 hours of the accident or as soon as reasonably practicable. Drug testing may be conducted in work-related injury situations. If drug testing is performed, all employees involved in the accident or incident, not just the injured employee, will be tested.

Neither the City nor the City's workers' compensation insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during employees' voluntary participation in a recreational, social, or athletic activity sponsored by the City.

Workers' compensation fraud will not be tolerated. Employees may not attempt to fake an injury or falsely claim that a non-work-related injury occurred while performing work at/for the City.

Educational Assistance

The City recognizes that the skills and knowledge of its employees are critical to the organization's success. The employee education assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete within the City. Full-time employees may be eligible to participate in the educational assistance program. To maintain eligibility, employees must remain on the City's active employee payroll and perform their job responsibilities satisfactorily.

Tuition assistance is subject to an annual budget appropriation. Tuition assistance must be requested and approved before enrollment in the course, training, or course offering. Approval must be given first by the Department Director and then by the City Manager.

Tuition assistance, including the pre-approved costs of tuition, fees, or books, is disbursed only upon successful completion of the approved training, certification, class, or coursework. Where a grade is given, the employee must complete the course with a "B" or better. If the course is on a pass/fail basis, the employee must pass the course to qualify for reimbursement. The employee must submit a completed request for reimbursement along with documentation of successful completion of the course to the City Manager on proper form(s) within 30 calendar days of the successful completion of any approved course to receive reimbursement/tuition assistance.

Eligible employees will be required to sign a City approved tuition assistance contract. Terms of the assistance contract will include the following repayment schedule if the employee's employment with the City is terminated within four (4) years of completion of the approved course of study.

0-1 year 100% reimbursement to the City

1-2 year 75% reimbursement to the City

2-3 year 50% reimbursement to the City

3-4 year 25% reimbursement to the City

After 4th year of employment no reimbursement obligation

Employee Training

The City may request or require employees to enroll in various workshops, seminars, courses, or schools ("training") so that both the employee and the City may benefit from added knowledge on how best to perform on the job.

If the City requests or requires the employee to train, the City will pay the reasonable costs associated with such training. This also applies to Continuing Education Units (CEU) required for maintaining certification. The City will determine which courses are appropriate for fulfilling CEU requirements.

Employee Travel

All travel for City business must be preauthorized by the Employee's department head and/or the City Manager. Any travel involving an overnight stay must be requested using a Travel Request Form and pre-authorized by the Department Director. For all travel a per diem may also be provided at rates consistent with IRS or state guidelines.

Whenever possible and practical, Employees should default to utilizing available City fleet vehicles for travel while on City Business. If an Employee chooses to not use a fleet vehicle when one is available, the City at its discretion may reduce or not reimburse the Employee for mileage incurred by using a personal vehicle.

Retirement Program

The Public Employees Retirement System (URS) is a retirement plan intended to provide a meaningful retirement benefit to City employees who have chosen public service careers. Subject to the terms, conditions, and limitations defined and regulated by the Utah Retirement Board, the City provides coverage for employees in eligible employment classifications in the Utah Retirement System.

Non-benefited, temporary, or part-time (Less than 30 hours per work week) employees are not eligible for the URS retirement plan. Eligible employees must work at least 30 hours per week and receive benefits from the City.

Employees should contact the URS or Human Resources for further information.

Employees choosing to retire must provide 90 days prior notice to the URS and Human Resources.

Employees who began working before July 1st, 2011, may be eligible to opt out of the URS retirement plan. Those employees who opt out of URS will receive their retirement contribution into a 401(k)-account administered by URS.

Early Retirement

A voluntary early retirement program is available to eligible City employees. The goal of this program is to provide an insurance bridge from the time of early retirement until the retiree becomes eligible for full Social Security benefits.

The City Council reserves the right to amend or terminate the Early Retirement Policy at any time. No amendment or termination shall reduce benefits to any participant who has already retired under its provision

Early Retirement: Early retirement is defined as a voluntary retirement from active full-time employment with the City prior to reaching the age customary for Medicare benefits under Social Security.

Eligible Employee: The employee must be at least 62 years of age and have accumulated a minimum of 75 points using the following scale: . One point is granted for each year of age and one point for each satisfactory year of full-time employment with Ephraim City.

Application for Benefit: Application for early retirement must be made in writing to the Ephraim City Manager a minimum of 3 months prior to the date of early retirement. The time may be shortened if agreed upon by the employee and City Manager.

Benefit: Upon approval for early retirement, Ephraim City will pay for continued coverage for medical and dental benefits for a period not to exceed 3 years or until the first of the month the retiree is eligible for Medicare (whichever comes first). After the 3rd year or when full Medicare benefits begin, and if allowed by the City's insurance carrier, the retiree has the option to continue coverage for an uncovered spouse through COBRA for up to 18 months and will be responsible for the full premium.

If the early retiree should die during early retirement, the surviving spouse may continue coverage through COBRA for up to 18 months and will be responsible for the full premium.

Clothing Allowance

Under some circumstances, the City will assist employees with a clothing allowance to cover or supplement the cost of purchasing, repairing, and cleaning uniforms or clothing required by the City. Contact your supervisor or Human Resources for more information.

Laptop and Tablet reimbursement

Specified employees may be authorized to utilize a tablet or laptop to assist with City business.

For employees not issued a City tablet or laptop or requesting a secondary tablet or laptop, the City may help defray the cost of a new device. Preapproval from the City Manager and Department Director is required. Approval of reimbursement shall be obtained by the employee prior to the purchase being made. The city, at its own discretion, may limit reimbursement to specific models of equipment that is compatible with existing city systems and software applications. The eligible employee will be required to provide an original receipt for the purchase of the tablet or laptop.

After the initial purchase, it is the responsibility of the employee to pay for repairs or replacement unless the tablet or laptop is damaged during regular employment activities.

Section 3: Paid and Unpaid Leave

The City believes it is essential for employees to have some time away from work to help them enjoy a well-balanced life and take care of personal and family needs. The City has designed its leave policies to provide an attractive and competitive aspect of the overall benefits package. Employees are encouraged to familiarize themselves with the following leave policies.

The benefits of paid and unpaid leave apply to full-time employees. Part-time employees are not eligible for these benefits.

Sick Leave

Sick leave time off with pay is provided to eligible employees for periods of temporary absence due to illness, injury, or to obtain necessary medical care for themselves and/or their dependents at the discretion of the Department Director. Sick leave hours are intended primarily to provide income protection in the event of illness or injury and may not be used for any other absence.

Full-time employees accrue 3.69 Hours per pay period (26 pay periods/year) for twelve (12) days or 96 hours annually. Unless defined in the employees' contract, qualified part-time employees are eligible to

receive sick leave on a pro-rated basis. Non-qualified Part-time employees and persons hired on a seasonal or temporary basis do not qualify for sick leave.

Sick leave benefits will be calculated based on the employee's pay rate during the absence. It will not include compensation such as incentives, overtime, bonuses, or shift differentials. An hourly equivalent of their salary will be used for exempt employees based upon a 40-hour work week. Sick leave must be reported in the pay period it is used.

Examples of Permissible Uses of Sick Leave:

- Office visits to doctors, dentists, or other health practitioners for the employee or the employee's dependents;
- Caring for the employee's own mental and physical illness or injury; and
- Caring for the employee's immediate family member suffering an illness, injury, or severe health condition. Immediate family is defined as a spouse, child, or parent. If another person can attend to the needs of an ill family member, the employee is expected to work their regular hours.

Sick leave should be used only when the employee has a legitimate need.

The City reserves the right to require a doctor's note when Sick leave is used. The City also reserves the right to require the employee to provide a doctor's medical release so they may safely return to work.

Paid sick leave shall be accounted for in minimum increments of one quarter (1/4) hour.

Employees who cannot report to work due to illness or injury should notify their direct supervisor before their workday starts. The immediate supervisor must also be contacted on each additional day of absence before the scheduled start of the workday.

Paid sick leave is a privilege and not a right of employment. Abuse of the sick leave privilege constitutes grounds for disciplinary action.

Advancing sick leave to any employee is prohibited.

Employees hired within one year of their former job or department may have their prior sick-leave balance reinstated following the successful completion of the probationary period unless it has been converted to a payment.

Sick leave is not counted as time worked for purposes of calculating overtime.

Sick leave may not be converted or cashed out at any time except as described in the City's Sick Leave Conversion Policy.

Sick Leave Conversion

Full-time employees who have accrued a minimum of 240 hours of sick leave may convert their unused sick leave hours, which exceed 240, to vacation leave once each calendar year at the end of the first complete pay period in December.

Full-time employees who have accrued a maximum of 480 hours, or 60 days of sick leave, will have the option to either trade four sick days for one vacation day or cash out the sick leave hours at a rate of 4 days for one day (25%) unless the employee is retiring. The trading and cashing out of sick leave must be executed at the calendar year-end (December) by signed authorization submitted to the Finance Director by the employee.

When an employee retires from the City, they may cash out their accrued sick days at a rate of 4 days for one day (25%).

If an employee terminates voluntarily with fewer than five years of employment with the City, the employee shall not be compensated for unused accrued sick leave. If an employee terminates after having been employed by the City for five or more years, unused accrued sick leave will be paid out at a rate of 4 days for one day (25%).

If an employee terminates involuntarily regardless of years of service, the employee forfeits all sick time conversion benefits.

Leave Donations

An employee who has accrued unused sick leave exceeding 80 hours may donate hours to another City employee. The recipient may use the donated hours as sick leave upon compliance with the following conditions:

1. An employee donating sick or vacation leave may donate all or part of the leave hours the recipient needs. An employee contributing sick leave may donate any number of sick hours if the donating employee maintains a minimum balance of 240 hours of accrued unused sick leave.
2. The recipient must have exhausted all sick leave, vacation leave, and compensatory time and need additional sick leave to avoid taking leave without pay.
3. The recipient must comply with all the policies and procedures regarding using sick leave.
4. Donated leave shall be documented on the "Sick Leave Donation Request Form" supplied by the Finance Director. It shall contain the signatures of the donor and the recipient. Donated leave shall be administered under the direction of the Finance Director.

Vacation Leave

Vacation leave with pay is available for eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Non-qualified Part-time, seasonal, and temporary employees do not qualify for vacation leave. Qualified part-time employees receive vacation leave on a pro-rated basis.

Full-time employees accrue vacation leave on the following schedule:

Years of Consecutive Service	Hours of Vacation Accrued Per Pay Period	Hours Accrued Per year
0-3.99	3.33	86.58
4-8.99	4	104
9-14.99	5.1	132.6
15+	6.15	159.9

A maximum of 400 hours may be allowed to be carried forward from one pay period to the next. If the amount of unused, accrued, or credited vacation time exceeds the cap of 400 hours, the excess balance must be used or will be forfeited.

If an employee is not allowed to use previously scheduled and approved vacation leave because of unforeseen needs of the City, the City Manager may grant an extension of up to 60 calendar days from the forfeiture date in which the employee may use their vacation time.

Employees who have been separated from the City for less than one year, and are reinstated to the same position, may be allowed to reinstate their previous vacation accrual rate according to years of service upon written approval by the City Manager. Employees, who have been separated for one year or more, will not be reinstated to their previous vacation accrual rate.

A holiday during an employee's annual vacation leave shall be counted as a paid holiday.

Use of vacation leave must be pre-approved by the employee's immediate supervisor. Requests should be submitted as early as practicable to allow the City to prepare for your absence. The City reserves the right to delay or deny the use of vacation leave to employees who fail to provide adequate advance notice or based upon business demands. Requests for extended use of vacation leave (excess of 2 weeks) must have approval from the employee's department head.

Vacation leave benefits will be calculated based on the employee's pay rate during the absence. It will not include compensation such as incentives, overtime, bonuses, or shift differentials. An hourly equivalent of their salary will be used for exempt employees based upon a 40-hour work week.

The City will not grant advances on vacation leave.

Any accrued, unused vacation leave will be cashed out at termination of employment or retirement.

Vacation leave is not counted as time worked for purposes of calculating overtime.

Holidays

The City recognizes the following holidays for purposes of paid holiday leave:

New Years Day	January 1st
Martin Luther King Day	3 rd Monday in January
Presidents Day	3 rd Monday in February
Memorial Day	Last Monday in May
Freedom Day	June 19 th
Independence Day	July 4 th
Pioneer Day	July 24 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Thanksgiving Holiday	4 th Friday in November
Columbus Day	October 9 th
Christmas Eve	December 24 th
Christmas Day	December 25 th

If any of the holidays fall on Saturday, the holiday shall be observed on the preceding Friday. If any of the holidays fall on a Sunday, the holiday shall be celebrated the following Monday or as designated by the City Manager.

Full-time employees are eligible for eight hours (8) of holiday pay per holiday listed above. All holidays must be taken as eight (8) hour days. No incremental usage is allowed. Qualified part-time employees will receive holidays on a pro-rated basis, which also may not be used incrementally. Non-Qualified Part-time, seasonal, and temporary employees are not eligible for paid holiday leave.

Employees required to work on an observed holiday or an actual holiday that falls on their regularly scheduled day off are paid at a rate of one and one-half (1.5) times their straight-time base pay rate, plus eight (8) hours of holiday pay as long as they have worked a 40-hour work week in that week, including the holiday.

If an exempt employee works on a holiday, they are not compensated additionally for such work.

Suppose a shift work employee works a shift that spans two days, one of which is a holiday. In that case, any holiday pay shall be limited to the hours falling within the 24 hours constituting the applicable holiday.

Shift Work Holidays:

Those employees on shift work may have to work on recognized holidays. Employees on rotating shifts receive 100 holiday hours, less any holiday hours occurring before the hire date. These hours must be scheduled with a supervisor's approval. For all shift workers, holiday hours are given upon a "use or lose" policy and are not rolled over to the following year. Also, upon termination, unused holiday hours will be paid according to the number of actual holidays that have passed during the current calendar year.

Holiday Leave is not counted as time worked for purposes of calculating overtime.

Bereavement leave

Appointed and full-time employee may be granted up to 40 hours of paid leave in the event of the death of a family member, defined as your spouse, child, step-child, parent, step-parent, sibling, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or another relative who has been living in your residence. If you are a qualified part-time employee, the amount of paid work time granted for bereavement leave will be pro-rated based on the number of hours you are regularly scheduled to work. Employees may use vacation or compensatory time to supplement bereavement leave or to attend the funeral of people not included in the definition of "family member." Requests for bereavement leave should be made to your immediate supervisor.

Jury and Witness Duty

Appointed, full-time, or qualified part-time employee summoned to jury duty will continue to receive pay during your active period of jury duty for up to fifteen working days per calendar year if you sign over your jury pay to the City, or you may take personal leave and keep the jury pay. Non-qualified Part-time, seasonal, and temporary employees are given unpaid time off while serving jury duty.

All employees are allowed unpaid time off if summoned to appear in court as a witness unless summoned in your official capacity as a City employee. If you are summoned due to your employment with Ephraim City, your salary will continue if you sign over your witness fees to the City. An Employee may opt to use available vacation time in lieu of transferring witness fees to the City.

To qualify for jury duty or witness leave, you must submit to your supervisor a copy of the subpoena to serve as soon as it is received. In addition, proof of service must be submitted to your supervisor when your period of jury or witness duty is completed.

Military Duty and Leaves of Absence

The City will not deny initial employment, reemployment, retention in employment, promotion, or any benefit of employment by the City based on military service, performance of service, application for service, or obligation.

Appointed and regular employees may use accrued, unused vacation leave, compensatory time, or leave without pay for military or reserve duty. If you are called to active military duty or Reserve National Guard training, or if you volunteer, you should provide written or verbal notification to your supervisor and Human Resources as soon as possible, preferably by submitting a copy of your military orders. You will be granted a military leave of absence for the period of military service per applicable federal and state laws.

If you are a reservist or a member of the National Guard, you may use accrued unused vacation leave, compensatory time, or time off without pay for required military training.

Your eligibility for reinstatement after your military duty or training is completed is determined per applicable federal and state laws.

During military leave, all benefits, including retirement benefits, will be administered in compliance with federal and state laws and consistent with the City's approved compensation plan. In addition, where an employee is ordered to active military duty for more than six months and where the employee is required to make contributions to the Utah Retirement System because the URS rate is higher than the City's contribution, the City will pay the employee's portion of the rate for the time the employee is on active duty — provided the employee returns to work for the City and per applicable federal and state laws.

Maternity and Paternity leave

Maternity/Paternity Leave Requests will be administered per the Family and Medical Leave Act. Full-time employees eligible for maternity leave can receive up to 4 weeks of paid leave for physical recovery following the delivery of a child. Full-time employees eligible for paternity leave can receive up to 2 weeks of paid leave following the delivery of a child. Paternity leave must be used within 12 weeks from the child's birth.

The City may require eligible employees to use other accrued paid leave (sick, vacation, and compensatory time) before going on unpaid leave status. Maternity/Paternity leave will be taken first and run concurrently with the City's Family and Medical Leave (if applicable).

Parental Leave

Full-time employees who become parents through birth, adoption, or foster care may take up to 2 weeks of paid leave to care for and bond with the child. Parental leave will start on the date of the child's birth or, in the case of adoption or foster care, the date the child is placed in the employee's home. Parental leave will run concurrently with the City's Family and Medical Leave (if applicable).

If an employee is eligible for maternity leave, the employee would not be eligible for parental leave.

Family and Medical Leave (FMLA)

The City complies with the Family and Medical Leave Act (FMLA) requirements. The following generally describes FMLA leave; however, if there is any discrepancy between this policy and FMLA, the provisions of FMLA apply.

The City provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care, or childbirth;

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, child, or parent who has a serious health condition;
- The employee's serious health condition makes the employee unable to perform their job.

Military Family Leave Entitlement:

- Eligible employees whose spouse, son, daughter, or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement to address particular qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, managing specific financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. Covered service member means (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recovery, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a severe injury or illness, or (2) a covered veteran who is undergoing medical treatment, recovery, or therapy for a severe injury or illness.
- During the single 12-month period for service member care leave, an eligible employee is entitled to a combined total of 26 weeks of service member care leave and leave for any other FMLA-qualifying reason, provided that the eligible employee may not take more than 12 weeks for any other FMLA-qualifying reason during this period. For example, in the single 12-month period, an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of service member care leave but could not take 16 weeks of leave to care for a newborn child and ten weeks of service member care leave.

Definition of Serious Health Condition:

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

Benefits and Protections:

Subject to the applicable plan's terms, conditions, and limitations, the City will provide benefits for the time on leave. The employee must continue to pay any portion of the premiums that the employee would typically pay if not on leave.

If the employee does not return to City service after the expiration of FMLA leave, they may be required to repay the City for any paid benefit contributions made for the employee during any qualified unpaid leave period unless the reason they do not return to work is:

- (1) the continuation, reoccurrence, or onset of a severe health condition that entitles the employee to leave to care for a child, parent, or spouse with a severe health condition, or
- (2) if the employee is unable to perform the functions of their position due to their serious health condition, or
- (3) other conditions beyond their control that prevent them from returning.

Eligibility Requirements:

Eligible employees have worked for the City for at least one (1) year and worked 1,250 hours within the previous twelve (12) months.

To the extent practicable, employees must give the City 30 days advance notice of needed FMLA leave.

Use of Leave:

Eligible employees may request up to a maximum of twelve (12) weeks of FMLA leave (or twenty-six (26) weeks as explained above) within a twelve (12) month period. Any combination of FMLA leave and medical leave may not exceed this maximum limit. FMLA leave can be used on an intermittent basis.

The City uses a rolling twelve method to calculate the period in which leave is available. The rolling period method starts counting the FMLA period on the date the employee first uses FMLA leave.

Substitution of Paid Leave for Unpaid Leave:

Eligible employees will be required first to use any accrued paid leave time (sick leave, vacation leave, maternity, paternity, parental, or compensatory time) before taking unpaid FMLA leave. This accrued paid leave time will be included as part of the maximum twelve weeks of leave. Leave time benefit accruals (vacation leave, sick leave) will continue during any unpaid leave. If maternity leave is in play, maternity leave must be taken first as part of FMLA.

Employee Responsibilities:

Employees requesting FMLA leave must submit sufficient information for the City to determine if the leave qualifies for FMLA protection and the anticipated timing and duration of the leave. Employees must also inform the City if the requested leave is for a reason for which FMLA leave was taken or previously certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave. If the employee fails to return a requested certificate timely, they may lose protection under the FMLA.

So that an employee's return to work can be appropriately scheduled, an employee on FMLA leave should provide the City with at least two days advance notice of the date the employee intends to return to work. When FMLA leave ends, the employee will be reinstated to the same position, if available, or to an equivalent position for which the employee is qualified. If an employee fails to report to work at the end of the approved leave period, the City will assume that the employee has resigned.

Leave Without Pay

Employees are advised to accumulate leave to have available for unexpected reasons such as vacation opportunities, family events, injury, or illness. Requests for Leave Without Pay must be submitted in writing and approved by the Department Director. Vacation and sick leave will not accrue during any leave period without pay, including during unpaid FMLA leave.

Employees who exhaust all eligible leave and are unable or unwilling to work may be terminated.

Administrative Leave with Pay

Administrative leave with pay may be granted with prior approval of the City Manager under the following circumstances:

- Pending the outcome of an investigation to determine possible disciplinary action against the employee.
- Concerning incidents resulting in extreme stress.

Employees placed on administrative leave with pay must be available and responsive to their supervisor or Department Director during regular business hours.

Section 4: Pay and Work Hours

Work and Office Hours

Employees should speak with their direct supervisor regarding any questions about the shifts or hours required. A typical work week is 40 hours. Variations in hours and shift start/end times are at the discretion of the employee's Department head and the City Manager.

Paydays and Workweek

Employees are paid bi-weekly, every other Friday. The City pays by electronic deposit. Employees will be paid on the preceding workday if a payday falls on a holiday.

The City workweek is Sunday at 12:00 a.m. through Saturday at 11:59 p.m.

The City's workweek is used for determining overtime compensation for non-exempt employees. For more information, please see this handbook's "Overtime and Shift Differential Pay" section.

Payroll Deductions

The City takes mandatory deductions from your gross wages. These deductions include federal income tax, social security tax, and applicable state or local taxes. Each employee completes and signs a state and federal withholding allowance form on or before their first day of work. This form must be completed or modified in accordance with federal regulations. In certain circumstances, questions about an employee's claimed deductions may be referred to the IRS.

With the proper authorization forms completed, the City takes optional deductions from your gross wages each pay period for items not paid for by the City, such as insurance or voluntary contributions.

Safe Harbor

The City is committed to paying exempt employees for their performance on a salary basis in accordance with the Fair Labor Standards Act (FLSA). The City prohibits deductions from exempt employees' pay that the FLSA bars. If you believe an improper deduction was made from your salary, you must promptly report your concern to your supervisor.

Reporting Work Hours

Non-exempt (hourly) employees must accurately report their work time on approved City timekeeping systems. Non-exempt employees should contact their supervisor regarding additional time reporting procedures.

Exempt (salaried) employees are not required to report their work hours but to report any paid leave time used during a pay period.

Timecard fraud violates City policy and may result in disciplinary action up to and including termination.

Overtime and Shift Differential Pay

If a position is classified as non-exempt, the employee will receive extra compensation for any overtime work. Exempt employees are not eligible for overtime pay and must work whatever hours are required to fulfill their responsibilities.

Non-exempt, non-public safety employees:

Those employees classified as non-exempt, non-public safety will earn overtime at one and one-half times their regular hourly rate of pay for all hours worked beyond forty (40) in any given workweek, excluding leave and holiday time. Please see the "Pay Period, Pay Day and Workweek" section above for information about the City's workweek. For non-exempt, non-public safety employees, compensatory hours may be accrued to a maximum of 40 hours. Compensatory time accrued over 40 hours will be paid down to 40 hours on the payday for the period earned. Non-exempt employees required to work on City-recognized holidays will be paid one and one-half times their regular hourly rate for those holiday hours worked.

Non-exempt public safety employees:

Those employees classified as non-exempt public safety, including police officers and firefighters, will earn overtime at one and one-half times their regular hourly rate for all hours worked over 86 hours within a 14-day workweek, excluding leave and holiday time. For non-exempt public safety employees,

compensatory hours may be accrued to a maximum of 40. Compensatory time accrued over 40 hours will be paid down to 40 hours on the payday for the period earned. Non-exempt public safety employees are compensated for holidays in a manner that recognizes they are required to work many holidays due to the nature of their work.

Overtime worked may be paid in the form of compensatory time-off or monetary compensation only after department head approval is obtained.

The City will attempt to provide reasonable notice whenever the need for overtime work arises. Employees may be required to work overtime when the need arises. Failure to work required overtime may result in disciplinary action up to and including termination.

Employees must accurately report all of their overtime hours to the City. Employees must not work unreported (uncompensated) overtime. Failure to report all hours worked may result in disciplinary action up to and including termination.

Employees may not work overtime without authorization from their supervisor. Employees will be paid for unapproved overtime but may be subject to disciplinary action and/or termination of employment.

Overtime is calculated based on hours worked. Thus, leave time that is used during a workweek is not counted as hours worked for overtime purposes.

Call-back time is included in overtime calculations.

The workweek calculates overtime, not the pay period. Hours worked in one week may not be carried over into the following week. Employees may not "bank" work hours from week to week but must report all hours worked each week.

Call-back or On-Call Compensation

Non-exempt Public Safety Employees

Standby Pay:

Standby Pay is defined as when a Police Department employee's off-duty activities are restricted in such a way that they are available for an immediate return to work. Police Department employees placed on standby will be paid two (2) hours of straight time for each calendar day on standby. This compensation shall be in addition to any callout pay or pay for time worked the employee may receive during the standby period.

Callout Pay:

Callout Pay is defined as when Police Department employees who have been released from their scheduled work shifts and have been directed to perform work by the Chief of Police or Police Lieutenant without at least twenty-four (24) hours advance notice shall be compensated as provided in the following subparagraphs:

1. Police Department employees who are directed to report to work shall receive a minimum of four (4) hours compensation at a guaranteed one and one-half (1 ½) times their wage rate or a guaranteed one and one-half (1 ½) times their wage rate for actual hours worked.
2. If the Police Department employee is directed to report to work and the direction to report to work is canceled within fifteen (15) minutes, then the Police officer shall receive one (1) hour compensation at a guaranteed one and one-half (1 ½) times their wage rate.

Extra Duty Shift/Special Event:

Extra-duty shifts are defined as scheduled or unscheduled hours worked other than a Police Department employee's normally scheduled work shifts in which the Police Officer Police Department employee has received twenty-four (24) hours' notice. Extra-duty shifts do not include extension or carryover of the Police Officers' normally scheduled work shifts.

Police Department employees required by the city to work extra-duty shifts shall receive a minimum of three (3) hours compensation at a guaranteed one and one-half (1 ½) times their wage rate. Volunteer shifts that are contracted through a special event do not count towards regular or overtime duty hours.

Called back to work during their scheduled workweek shall be entitled to call-back compensation for actual time worked. The minimum call-back compensation shall be two hours. Call-back compensation will be calculated on a workweek basis, and only time worked over an employee's specified workweek will be compensated at the overtime rate.

Non-exempt, Non-public Safety Employees:

Employees of the City in the Public Works Department and Power Department are required to serve in an "on-call" status and be available for a call back to work for up to a week at a time during otherwise unscheduled, off-duty hours.

On-call status is defined as limiting and/or restricting your activities to the degree that you cannot travel as desired and must be able to respond in the required timeframe to after-hour City-related questions or emergencies. On-call employees must be available to be reached during the entire on-call shift and return to work if needed within 30 minutes of a call. On-call employees who cannot be contacted or come to work are not eligible for on-call pay. On-call employees shall not consume or become involved in anything that may impair their ability to respond to duty.

On-call Pay:

Employees directed to report to work shall receive a minimum of four (4) hours compensation at a guaranteed one and one-half (1 ½) times their wage rate.

Non-exempt, non-public safety employees who are on-call will receive 8 hours of regular pay every week on call. The following additions may apply:

- An additional 4 hours will be given if the on-call week includes a holiday
 - If a holiday falls on a Friday of the on-call week, the employee will receive an additional 4 hours of regular pay
- An additional 2 hours will be given if the on-call week includes Christmas Eve

- If an employee covers part of another employee's on-call week, then the following conditions may apply with the stipulation that employees are allowed to cover a maximum of 6 hours and 30 minutes of an employee's on-call week:
 - Employees will receive an additional 30 minutes of compensation for covering weekdays
 - Employees will receive an additional 2 hours' compensation for Saturdays and Sundays
 - Employees will receive an additional 4 hours' compensation for Holidays

Local State of Emergency

In situations where the Mayor or designee has formally declared a "Local State of Emergency," non-exempt employees who are required to work outside of, or in addition to, their normal work schedule during the designated disaster may be paid at time and one-half for any emergency hours worked. Hours worked under those conditions must be paid hours and cannot be used as compensatory time. During the Local State of Emergency, all employees will be considered disaster service workers and may be required to perform other duties outside their normal jobs.

Travel Time

Reasonable travel time for call-back duty, emergency response, travel between work sites, or traveling out of town on business during regular working hours is generally compensable. It will be paid to the employee subject to the applicable terms and conditions of the Fair Labor Standards Act.

Non-work Time Before or After Regularly Scheduled Work Hours

Hourly/non-exempt employees must not perform any work before or after their scheduled shift unless approved by their supervisor. All time worked must be reported on the employee's timecard. If there is work that employees believe they need to do, even things as simple as answering job-related questions or answering the phone, they should discuss it with their supervisor before they do any work.

Meals and Breaks

The guidelines on meals and breaks may vary from department to department. Employees should check with their supervisor to schedule breaks. Employees should be careful to avoid performing any work (including answering phones) on unpaid meal breaks. Generally, employees are permitted a one-hour unpaid meal break. Employees are not allowed to skip their meal break to arrive late or leave work early without prior approval from their Department Director.



Section 5: Safety and Risk Management

General Policy

The following general safety rules apply in all City work areas. Each work area may prepare separate safety rules applicable to the specific nature of work in their area but not in conflict with these rules.

1. Proper training and/or licensing is required of all employees operating any type of power equipment.
2. Employees will use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, back supports, and hard hats, if required or relevant to the work performed.
3. Employees will avoid wearing loose clothing and jewelry while working on or near equipment and machines. Long hair will be secured appropriately. Employees must also adhere to additional department policies.
4. Defective equipment will be reported immediately.
5. Employees will not operate equipment or use tools for which licensing and training have not been received.
6. In all work situations, safeguards required by State and Federal Safety Orders will be followed.
7. Employees are prohibited from entertaining or caring for guests or family members in or around inherent dangerous work areas. These areas include, but are not limited to:
 - Road repair sites.
 - Construction areas;
 - Vehicle maintenance areas;
 - Animal control incidents;
 - Power facilities.
 - Water facilities; and
 - Sewer facilities

Proper Use of City Equipment and Tools

The use of City equipment or tools for private purposes is strictly prohibited.

Employees shall be required to attend training provided by the City, including an explanation of job hazards, safety procedures, and training on all equipment and tools necessary to accomplish the employee's job. Employees may attend additional training as approved.

A commercial driver's license (CDL) is required for operators of commercial motor vehicles. No employee shall be allowed to operate a commercial motor vehicle unless they have a current commercial driver's license.

Operators and passengers in a business-use vehicle equipped with seat belts must wear them when the vehicle is in operation, and all employees operating vehicles shall observe all local traffic laws.

Employees using City vehicles shall ensure they are kept clean and serviced according to fleet specifications.

Building Security

Employees shall not loan, duplicate, or transfer keys, keypad codes, or security access cards to City facilities. Such behavior may be grounds for disciplinary action. All keys, security access cards, etc., will be returned to the City immediately upon termination of employment.

Any lost keys or security access cards must be reported immediately to the employee's supervisor and the Department Director.

Accident Reporting

All job-related accidents, regardless of severity, personal or vehicular, shall be reported immediately to the applicable supervisor or Department Director.

Accidents with Injuries:

If injured while on duty, an employee must:

- Call 9-1-1 and their supervisor immediately. If the immediate supervisor is unavailable, contact the Department Director even if the accident occurs after normal work hours.
- Remain at the accident until the police or supervisor approves your departure.
- Immediately obtain necessary treatment. If possible, the City recommends that employees initially seek medical treatment at an approved medical facility. Names and locations of approved medical facilities may be obtained from Human Resources.
- Submit a drug test if determined necessary according to the drug testing policy. A supervisor or Department Director is required to drive the employee to the drug test.
- Obtain a medical release form signed by the treating doctor and submit copies to Human Resources and the supervisor.
- Report to work as permitted by the medical release form.
- Complete all workers' compensation forms and submit them to Human Resources.

Accidents with No Injuries:

When involved in a vehicle crash but not injured, an employee must:

- Call 9-1-1 and their supervisor immediately. If the immediate supervisor is unavailable, contact the Department Director even if the accident occurs after normal work hours.
- Remain at the accident until the police or supervisor approves your departure.
- Collect necessary contact and insurance information from any others involved in the accident.
- Submit to a drug test if determined necessary according to the drug testing policy. A supervisor or Department Director is required to drive the employee to get a drug test.

Risk Management

Ephraim City will be aggressive in risk identification. All existing operations, programs, equipment, and facilities of the City shall be evaluated regularly to determine potential risks. Employees shall report any identified risks to their immediate supervisor. In addition, employees shall report any potential hazards, damaged or missing signs, or other possible risks immediately to their supervisor.

Claims, Lawsuits, and Liability

An employee who becomes aware of any occurrence, that may give rise to a lawsuit, who receives a notice of claim, or who is sued because of an incident related to their employment, shall give immediate notice to their supervisor, the Department Director, City Manager, and the City Attorney.

- An incident report must be completed for any alleged injury or damage to persons or property involving a City official, employee, volunteer, or equipment or any such event occurring on City property. Such report will be submitted to the City Manager with a copy sent to the City Attorney and City Recorder.
- Pictures must be taken at the scene and submitted with the incident report.
- No official or employee shall admit or indicate in any manner that they or the City is at fault or has any liability in any incident that may result in a claim or lawsuit. No official or employee shall make any commitments or promises to a claimant unless specifically authorized by the City Manager or designee.
- The City Attorney will receive and coordinate the resolution of claims and lawsuits made against the City, its officers, employees, or volunteers.

City Wide Safety Committee

The City is committed to safety in the workplace. It has created a Safety Committee that will meet as necessary to review any incidents involving personal injury, damage to equipment to vehicles, and or claims against the City. All incidents are investigated and evaluated fairly, impartially, and consistently.

The City Manager shall determine the involved members of the Safety Committee.

Fraud Risk Committee

The City has acknowledged the need for employees to report suspected fraud from within the City Departments safely. An email address has been created to facilitate the reporting of this information.

Upon receiving a complaint of suspected fraud, the Fraud Risk Committee will come together to consider the complaint and take appropriate action, which in most cases shall include the involvement of Law Enforcement.

The City Manager shall determine the involved members of the Fraud Risk Committee.

Employees who suspect fraud from within City Departments shall promptly send an email to reportfraud@ephraimcity.org

Vehicle Equipment and Vehicle Accident Investigations

It is the policy of the City to require an investigation and a review of all vehicle or equipment crashes involving employees during their duties. This policy also covers privately owned vehicles used by City employees for City business.

An officer from another jurisdiction will investigate any vehicle or equipment crash within the boundaries of the City. However, the Ephraim City Police Department must be contacted to coordinate the investigation with the other jurisdiction. The City Manager, City Attorney, and Human Resources must be notified of an accident within five (5) calendar days of the incident.

An officer of the applicable jurisdiction will investigate any vehicle or equipment crash outside the boundaries of Ephraim City.

Disclaimer

This Employee Handbook is provided to help employees become acquainted with the City.

This Employee Handbook contains no promises or guarantees of any kind by the City regarding employment. Nothing in this Handbook should be construed as creating a contract. Nothing in this Handbook should be considered a guarantee of employment for any duration of time.

The contents of this Employee Handbook supersede all prior statements made by City representatives.

This Employee Handbook summarizes the City's present policies, procedures, benefits, and guidelines. The City may add to, delete, otherwise modify, or make exceptions to this Employee Handbook at any time at the sole discretion of the City without prior notice. If there are inconsistencies between this Employee Handbook and the City's policies and procedures, the City's policies and procedures control any inconsistency with this Employee Handbook.

The City also reserves the exclusive right and authority to interpret, apply, and enforce the terms of this Employee Handbook and to determine whether a violation of any of the City's policies, procedures, or guidelines has occurred. No other provision of this Employee Handbook may be used or interpreted to limit or contradict this disclaimer in any way.

