



## Regular City Council Meeting

Tuesday, November 18, 2025

5249 South 400 East

Washington Terrace, UT 84405

801.393.8681

[www.washingtonterrace.gov](http://www.washingtonterrace.gov)

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[www.youtube.com/@WashingtonTerraceCity](http://www.youtube.com/@WashingtonTerraceCity)

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1. **ROLL CALL** **6:00 P.M.**

2. **PLEDGE OF ALLEGIANCE**

3. **WELCOME**

4. **CONSENT ITEMS**

**4.1 APPROVAL OF AGENDA AND NOVEMBER 4, 2025, COUNCIL MEETING**

Any point of order or issue regarding items on the agenda or the order of the agenda needs to be addressed here prior to the approval of the agenda. Minutes approved in open meeting become the official record

5. **CITIZEN COMMENTS**

This is an opportunity to address the Council regarding your concerns or ideas that are not on the agenda as part of a public hearing. Please limit your comments to no more than 3 minutes. "Washington Terrace City is committed to civility. We strive to act and speak with dignity, courtesy, and respect at all times. All are asked to join us, and act and speak accordingly."

6. **NEW BUSINESS**

**6.1 PRESENTATION: FINANCE DEPARTMENT QUARTERLY REPORT**

**6.2 MOTION/RESOLUTION 25-23: INTERLOCAL AGREEMENT REGARDING MUNICIPAL DELIVERY FOR SOLID WASTE TO THE WEBER COUNTY TRANSFER STATION**

The interlocal updates the current agreement to amend the renewal and termination dates.

**6.3 MOTION/RESOLUTION 25-24: APPROVAL OF AMENDMENTS TO THE**

In compliance with the Americans with Disabilities Act, persons who have need of special accommodation should contact the City Recorder at 801-395-8283.

#### CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in three public places within the City of Washington Terrace City limits and sent to the *Standard Examiner* at least 24 hours prior to the meeting. Amy Rodriguez, City Recorder.

## **POLICY AND PROCEDURES MANUAL**

The amendments to the manual include clarification on the use of vacation and sick leave, probationary periods, and extension of probation for disciplinary purposes.

### **7. COUNCIL COMMUNICATION WITH STAFF**

This is a discussion item only. No final action will be taken.

### **8. ADMINISTRATION REPORTS**

This is an opportunity for staff to address the Council pertaining to administrative items.

### **9. UPCOMING EVENTS**

November 20<sup>th</sup> : Planning Commission Meeting -Cancelled

November 21 and 22<sup>nd</sup>: Council Retreat

November 27 and 28: City offices closed for the Thanksgiving Holiday

December 2<sup>nd</sup>: City Council Meeting 6:00 p.m.

December 18<sup>th</sup>: Planning Commission (Tentative)

December 25<sup>th</sup>- City Offices Closed

January 1: City Offices Closed

### **10. ADJOURN THE MEETING**

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# City of Washington Terrace

## Minutes of a Regular City Council meeting

Held on November 4, 2025

City Hall, 5249 South 400 East, Washington Terrace City, Utah

### **MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT**

Mayor Mark C. Allen  
Council Member Jill Christiansen  
Council Member Zunayid Z. Zishan  
Council Member Cheryl Parkinson  
Council Member Jeff West  
Council Member Michael Thomas  
Parks and Recreation Director Carlos Grava  
City Recorder Amy Rodriguez  
City Manager Tom Hanson

### **OTHERS PRESENT:**

None

### **1. WORK SESSION**

5:00 P.M.

#### **Topics to include, but are not limited to:**

- **Recreation programs review and fiscal impacts**

Grava stated that the fiancé department asked him to present on the fiscal impacts of the Recreation Department. He stated that some of the programs, especially Football, is heavily subsidized. Grava wanted to give Council a clear picture of the Recreation Program.

Grava reviewed the Fiscal Year 26 Budget.

Grava explained the Events budget, noting that although the events receive grants, costs are continually rising. He noted that the cost of chocolate has increased, causing a budget adjustment for the Easter Egg hunt.

Grava stated that he was tasked to look for local musical artists for Terrace Days that may be cheaper than the bands that we have had in the past. Grava stated that he has found local artists that might be good to play in bars, however, they do not have the equipment to support a larger live event. He stated that we would have to rent the equipment. Council Member Zishan asked if we could just play music and questioned if we needed a live band at the event. He stated that we would be able to save thousands. Grava asked Council to help find a local band if they wanted to use local live artists. An alternative could also be a DJ. Grava stated that there is a time crunch as we will need to have the entertainment under contract soon. Grava stated that the budget for Terrace Days is \$34,263. He noted that cost projections are close to \$37,000, as he has been pricing the vendors that we have used in the past. Grava stated that sponsorships cover some of the cost requests, noting that costs vary from year to year.

Recreational Programs

Grava stated that the budget for Recreation Programs, including personnel, is \$53,687.00

He stated that baseball and softball (May to June) is budgeted for \$17,497.

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46 He stated that tackle football is \$16,263.00  
47 He stated that budget for basketball is \$8,020.00  
48  
49 Grava noted that he has been replacing broken and worn equipment each year.  
50 He stated that helmets for the baseball programs have had to be replaced. He stated that the city has received  
51 \$5,000 in donations for various programs but noted that most of the funds were used for replacement of unsafe  
52 equipment.  
53 Grava stated that this program is subsidized, but not as much as other programs.  
54 Grava stated that baseball registrations have remained steady. He stated that girls' softball has also remained  
55 steady. He stated that the city may combine South Ogden or Riverdale when we do not receive enough  
56 registrations to make a complete team.  
57  
58 Grava stated that the Basketball program has increased due to replacement of equipment over the last few  
59 years. He stated that participant numbers have remained steady.  
60  
61 Grava stated that the city subsidized the Football Program. He stated that the city has had to invest a lot of  
62 money in pants, helmets, and other equipment. He stated that FY 24 showed a deficit of \$14,734, FY 25 had a  
63 deficit of \$10,732, and FY 26 showed a deficit of \$7,621.00 in the budgets. Grava noted that this program is  
64 part of a league. He stated that the official meetings start in February and go through October. He stated that the  
65 kids play five days a week from July-October. He stated that this program serves the least amount of children,  
66 however, we pay the most for this program. He stated that there is a budget adjustment carried over from last  
67 year for this year to replace unsafe equipment. He stated that the budget adjustment request is \$21,500. He  
68 stated that the city has to follow the league fees and costs.  
69  
70 Grava stated that there has been an increase of players who register, however, we still have the same number of  
71 teams as in the past.  
72  
73 Grava stated that some of the costs will be covered within our budget. He reviewed FY 2026 budget needs.  
74 Grava stated that many baseballs and bats may need to be replaced soon.  
75  
76 Grava stated that he will send the football helmets to be reconditioned. He stated that the estimated cost is  
77 \$6000.00, noting that new helmets start at \$185.00 each. He stated that we will have to invest in shoulder pads.  
78 He stated that new pads start at \$70.00 each. Grava noted that the football pants are showing severe wear and  
79 tear and noted that new pants start at \$39.00 each. He believes that we will need to invest in at least 20 pairs of  
80 pants this year. Grava stated that the practice pants and game pants are the same pair.  
81  
82 Grava stated that he tries to stretch the lifespan of equipment as much as he can. He stated that some of the  
83 equipment is unsafe and he will not use that equipment. He stated that although we want to save money, the  
84 number one goal is to have a safe program. Grava stated that liability forms do not cover unsafe equipment  
85 that the city provides. Grava stated that Football is the longest season and it is the most subsidized. He stated  
86 that football has the community very engaged. He noted that there are around 89 participants.  
87 Grava stated that we sign a contract each year in advance. He stated that if we implement flag football instead  
88 of tackle football, we will need to let the league know 12 months before the closure of the program. He stated  
89 that the city will still have tackle next year because the contract has been signed.  
90 Grava stated that there are more kids enrolled in flag football leagues and the cost is lower.

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Council Member Zishan asked if we could have adult leagues and suggested a Pickleball tournament for the city for fun. Grava stated that he has looked into Pickleball one day tournament (4 hours) that costs around \$1300-1800 for the day. Grava stated that three employees would need to be present at the tournaments. Grava stated that Riverdale charges a participation fee of \$20.00, and South Weber charges a participation fee of \$15.00. Council Member Zishan stated that the cost seems higher than he thought and suggested just a simple tournament that the city throughs themselves just for fun. He stated that it could be a simple tournament to see if residents are engaged and would be interested.

Mayor Allen asked if we are on track with our recreation fees and asked if we would be able to increase fees. Grava stated that we are on the middle ground with the cities around us. He stated that it would be a Council decision. He stated that we are higher than some cities and lower than others. He stated that we are the lowest when it comes to football ( \$140.00 ). He stated that we are lucky that all our equipment comes back at the end of the season, whereas other cities may charge a deposit fee. Grava stated that if we raise the fees for football, he believes that we would see a decrease in registrations. He stated that it is hard to gage what the “breaking point” cost would be. Grava stated that the Lions Club helped with donations, as well as resident Ms. McKay. He stated that this year two coaches helped pay for several children that could not afford the registration. Grava stated that Riverdale sends their tackle football kids to us, and we send our flag football kids to Riverdale.

Grava stated that we need to give 12 months’ notice if we want to change the tackle football program. He stated that he would need a council decision soon. He stated that it is the most expensive program, however, they are the most engaged. Grava stated that the W.F.F.L. has been around for 45 years.

# City of Washington Terrace

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### **MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT**

Mayor Mark C. Allen  
Council Member Jill Christiansen  
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Council Member Cheryl Parkinson  
Council Member Jeff West  
Council Member Michael Thomas  
Parks and Recreation Director Carlos Grava  
City Recorder Amy Rodriguez  
City Manager Tom Hanson  
Lt. Shawn Endsley, Weber County Sheriff

### **OTHERS PRESENT:**

Ulis Gardiner, Lakers Senior Pee Wee Football Champions!!!!

### **2. ROLL CALL**

6:00 P.M.

### **3. PLEDGE OF ALLEGIANCE**

### **4. WELCOME**

### **5. CONSENT ITEMS**

#### **5.1 APPROVAL OF AGENDA AND OCTOBER 21, 2025, COUNCIL MEETING**

Item 5.1 was approved by general consent.

### **6. SPECIAL ORDER**

#### **6.1 PUBLIC HEARING: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FIRST PUBLIC HEARING TO CONSIDER POTENTIAL PROJECTS FOR WHICH FUNDING MAY BE APPLIED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SMALL CITIES PROGRAM FOR PROGRAM YEAR 2026**

#### **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC HEARING**

**The Public Hearing was opened at 6:03 p.m.**

Mayor Allen opened the public hearing for the CDBG program and stated that the purpose of the

hearing is to provide citizens with pertinent information about the Community Development Block Grant Program and allow for discussion of possible applications for the 2026 funding cycle. It was explained that the grant money must be spent on projects benefiting primarily low and moderate-income persons. The Wasatch Front Regional Council, in which Washington Terrace is a member, is expected to receive approximately \$1,198,297 in this new program year. All eligible activities that can be accomplished under this program are identified in the CDBG Application Policies and Procedures Manual and interested persons can review it at any time.

Mayor Allen read several of the eligible activities listed including examples, such as Construction of public works and facilities, e.g., water and sewer lines, fire stations, acquisition of real property, provision of public services such as food banks or homeless shelters.

Mayor Allen indicated that in the past Washington Terrace has received 16 CDBG grants which were used to purchase Fire Department Equipment to include a skid loader for the brush truck, thermal imaging equipment, and breathing apparatus, Seismic upgrades to two Water Tanks, a restroom and bowery at Victory Park, the 4525 Sewer Main Replacement, construction of the Civic/Senior and Fire Station ,Water Main Feeds, installation of water valves throughout the city, a cab and chassis for the Fire Department, the AMI water metering system, the removal and reconstruction of the Parking Lot at Rohmer Park, and currently the Sidewalk Accessibility and Safety Project at the north end of Rohmer Park, and new Playground Equipment at Victory Park. The city has handed out its capital investment plan as part of the regional "Consolidated Plan". This list shows which projects the city has identified as being needed in the community.

It was asked that anyone with questions, comments or suggestions during the hearing please identify themselves by name, before they speak. The clerk will include your names in the minutes and we would like to specifically respond to your questions and suggestions during the hearing.

The Mayor asked if there were any suggestions. There were no citizen comments.

**The hearing was adjourned at 6:10 p.m.**

**7. CITIZEN COMMENTS**

There were no citizen comments.

**8. NEW BUSINESS**

**8.1 PRESENTATION: RECOGNITION OF THE WASHINGTON TERRACE LAKERS  
SENIOR PEE-WEE W.F.F.L. MINI-BOWL CHAMPIONS**

Coach Roland stated that it has been an exciting year. He stated that the program was rebranded to the Lakers. He stated that this year has seen an increase in players, noting that none of the Laker Kids quit this year. They started at 28 kids and the season ended at 28 kids. He stated that that they have had some big wins this year. He stated that it was an incredible mini-bowl season, noting that the kids kept their grades up, they played hard, they practiced hard, and had an incredible season.

Mayor Allen thanked the players who came out to Rohmer Park last Saturday to help with cleaning up the tumble weeds. Mayor Allen noted that the players practice four nights a week and play on Saturdays. Mayor Allen thanked all the parents and grandparents for their support, along with all their siblings. He stated that the support is amazing.

Former Council Member Randy Ferlin stated that it wouldn't be a Council Meeting with him if he didn't express thanks to Recreation Director Carlos Grava. Ferlin stated that the kids put in a lot of effort and practice four times a week and run the hills at Rohmer. He stated that their hard work paid off, making them Mini Bowl Champions. He stated that one thing they learned from other cities around them is that that not every city has the level of support that Washington Terrace has. He stated that they are very thankful for the work that Carlos has done, noting that he is a consistent advocate for the program. He stated that Carlos Grava makes sure that the team has what is needed to be a successful team and program. He stated that Carlos keeps the registration costs affordable for the players. He noted that Carlos attends every game and supports the team. Ferlin and the Team expressed their thanks to Carlos Grava.

The Players received certificates signed by the Mayor and Council to congratulate them on their championship.

GO LAKERS!!!!

## **8.2 PRESENTATION: SHERIFF OFFICE QUARTERLY REPORT**

Lt. Endsley stated that the 3<sup>rd</sup> quarter has been one of the slower quarters. Lt. Endsley highlighted a few of the more interesting cases for the quarter of July- September. He stated that cases are down from the third quarters of FY 24 and Fy 25. He stated that DUI, runaways, burglary, and thefts are down. He noted that fraud reports are a little higher, but in today's culture there are fraud cases daily. He stated that traffic cases are also down. He stated that some of this can be attributed to staffing. He reminded Council that the Sheriff partner meeting will be next Wednesday, November 12<sup>th</sup>. Council Member West noted that the heat map does not show a lot of traffic stops on the Southend. Lt. Endsley stated that he noticed that as well and will pass along information for more targeted stops.

## **8.3 MOTION/RESOLUTION 25-22: APPROVAL OF THE 2025 MODERATE INCOME HOUSING REPORT**

Hanson stated that Moderate-Income Housing Report update is part of the City's General Plan and must be submitted to the state yearly. Hanson stated that the report was sent in and was successful in its delivery.

**Motion by Council Member Parkinson**

**Seconded by Council Member West**

**To approve Resolution 25-22**

**Approving the 2025 Moderate Income Housing Report**

**Approved unanimously (5-0)**

**Roll Call Vote**

## **8.4 MOTION/ORDINANCE 25-05: REPEALING AND RE-ENACTING OF SECTION 5.05.010 OF THE WASHINGTON TERRACE MUNIICIPAL CODE FOR THE BUSINESS REGULATION OF THE RETAIL SALE OF ALCOHOL AND TOBACCO PRODUCTS**

Hanson stated that this topic was brought up during a work session. Hanson stated that the intent is to give a greater sense of awareness to regulate the signage for the retail sale of alcohol and tobacco products. Hanson stated that this will give the code enforcement officer a tool to use to help regulate the signage. Council Member Parkinson asked if any businesses affected by this ordinance know about it. Hanson stated that we will let them know what they need to do to be in compliance and take a proactive measure to

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find out their calculations of window space needed to be compliant. Hanson stated that the code enforcement officer will reach out to the business owners affected. Hanson thanked Council Member Thomas and his wife for their work with Communities that Care and bringing this item to staff and legal's attention. He stated that he appreciates their dedication and appreciates working with them on the project.

**Motion by Council Member West  
Seconded by Council Member Thomas**

**To approve Ordinance 25-05  
Repealing and Re-enacting section 5.05.010 of the  
Washington Terrace Municipal Code for the Business  
Regulation of the Retail Sale of Alcohol and Tobacco Products  
Approved unanimously (5-0)  
Roll Call Vote**

**9. COUNCIL COMMUNICATION WITH STAFF**

Council Member Christiansen read an email from High School Student Samuel Chow. She stated that his suggestion is for the city to collaborate with Republic Services to consider moving to automated for yard waste, saving truck drivers from hurting their backs and cleaner for our sidewalks and gutters.

Council Member Christiansen thanked Hanson and Thomas on their efforts this weekend for the cleanup event at Rohmer.

She asked if there is a project coming up on the vacant property on 5000 South. Hanson stated that there currently is not a project for the property.

Council Member Christiansen stated that there were squatters living in her neighbor's home this past weekend. She stated that she wanted to make citizens aware that there are people looking out to see residences in which they could move. She thanked the Sheriff's department for their quick response in notifying them that they were trespassing.

Council Member Parkinson stated that it was exciting to see the 5350 Street Project completed and finalized. She stated that it looks pretty good and asked that Public Works sweep the gutters to clean up the area. Hanson stated that the gutters should be swept within the next week.

Council Member Parkinson asked if there are different areas to advertise the fall clean up that is happening this month. Hanson stated that there are already two roll-off dumpsters full over the past weekend.

Council Member Parkinson asked how we are going to cover the hillside at Rohmer Park. Hanson stated that we are trying to establish some UDOT low grass and wildflowers to seed the area. Hanson stated that it will take a few years for that to take root. Hanson stated that the contractors will be done with the Rohmer Park project within the week. Hanson stated that the soft fall is in. He stated that he is anticipating an official opening in the spring. Hanson noted that the shade tables are still in route. Hanson stated that the new bathroom has not been opened at this time. Grava stated that due to night freezing temperatures, all the park bathrooms have been closed.

Council Member West stated that there were two consecutive streetlights out on Halloween. He stated that he notified Rocky Mountain Power and he stated that process is simple. He stated that he has heard that they are on a work order.

Council Member West asked why Washington Terrace does not have holiday lighting around the city. He stated that he has spoken to a company that does that and he will receive a bid for that. He just wanted to

make staff aware that there have been comments concerning holiday lighting. Hanson suggested bringing this information to the budget process.

Council Member Thomas stated that he has been approached by residents asking if we would be able to get more flock cameras in the city, especially near the schools, so that we could be more helpful to law enforcement if needed. Hanson stated that this can be discussed during the safety portion of the Council Retreat.

Mayor Allen stated that the agreement with the Weber County Transfer Station will be coming back to Council at the next meeting. He stated that every city in the county agreed to keep the tonnage up and stay with the county for their waste removal needs. He stated that it is the same agreement that Council agreed to two years ago, with about two changes. He stated that the terms of the agreement changed to a five year term and automatic renewed up to four times. He stated that either party can terminate the agreement with written notice at least two years ahead. Mayor Allen stated that WACOG agreed to these terms last night. He stated that the Transfer Station is not there to make money. He stated that it is run by a sub committee and not a private conglomerate.

He stated that he would like the contract signed by December 31<sup>st</sup>. Mayor Allen stated that he and Hanson spoke to Council about the Transfer Station concerns last month. Mayor Allen stated that the cities seemed excited to sign.

Mayor Allen stated that he would like every Council Member to attend the Sheriff's Office meeting at 6:00 p.m. on November 12<sup>th</sup>. He stated that he believes that the changes discussed at the meeting will affect our budget. He stated that it is an important meeting.

#### **10. ADMINISTRATION REPORTS**

Hanson stated that we have a new representative with Republic Services.

#### **11. UPCOMING EVENTS**

November 11<sup>th</sup>: City Offices closed for Veteran's Day Holiday

\*\* November 12<sup>th</sup> Quarterly Meeting with the Sheriff Department

November 18<sup>th</sup>: City Council Meeting 6:00p.m.

November 20<sup>th</sup> : Planning Commission Meeting (Tentative)

November 21 and 22<sup>nd</sup>: Council Retreat

November 27 and 28: City offices closed for the Thanksgiving Holiday

#### **12. ADJOURN THE MEETING**

**Motion by Council Member Thomas  
Seconded by Council Member Christiansen  
To adjourn the meeting  
Approved unanimously (5-0)  
Time: 7:20 p.m.**

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**Date Approved**

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**City Recorder**

**CITY OF WASHINGTON TERRACE  
RESOLUTION 25-23  
A RESOLUTION OF THE CITY OF WASHINGTON TERRACE, UTAH,  
APPROVING AN INTERLOCAL AGREEMENT BETWEEN WASHINGTON  
TERRACE CITY AND WEBER COUNTY RELATING TO MUNICIPAL  
DELIVERY OF SOLID WASTE TO WEBER COUNTY TRANSFER STATION**

**WHEREAS**, the City of Washington Terrace (“City”) is a municipal corporation duly organized and existing under the laws of the State of Utah;

**WHEREAS**, the Utah Interlocal Cooperation Act, Title 11, Chapter 3, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources;

**WHEREAS**, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective;

**WHEREAS**, Weber County (“County”) and the City have negotiated the attached Interlocal Agreement (“Agreement”) set forth in Exhibit “A” attached hereto and incorporated herein by this reference for the purposes provided therein;

**WHEREAS**, the City and County find mutual benefit under this Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Washington Terrace that the Interlocal Agreement set forth in Exhibit “A” is entered with Weber County for the purposes authorized in the Interlocal Agreement, and the Interlocal Agreement along with the period of its effectiveness is hereby approved and incorporated by this reference. The Council hereby authorizes and directs the Mayor to execute the Interlocal Agreement for and on behalf of City. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MARK C ALLEN, Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

Roll Call Vote  
Council Member Christiansen \_\_\_\_  
Council Member Zishan \_\_\_\_  
Council Member Parkinson \_\_\_\_  
Council Member West \_\_\_\_  
Council Member Thomas \_\_\_\_

**INTERLOCAL COOPERATION AGREEMENT**

by and among

WASHINGTON TERRACE CITY

and

WEBER COUNTY

Relating to the delivery of municipal solid waste to the Weber County Transfer Station

**INTERLOCAL COOPERATION AGREEMENT**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT between Washington Terrace City, which is a municipality and political subdivision of the State of Utah ("City"), and WEBER COUNTY, a political subdivision of the State of Utah ("County").

**RECITALS**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, found in Utah Code Title 11, Chapter 13, public agencies are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the Solid Waste Management Act, found in Utah Code Title 19, Chapter 6, Part 5, specifically authorizes public entities to supervise and regulate the collection, transportation, and disposition of solid waste generated within their jurisdiction, and to require municipal residential waste generated within their jurisdiction to be disposed of at a solid waste management facility owned or operated by a public entity; and

WHEREAS, the County owns and operates a transfer station {"Transfer Station"} where solid waste is collected, processed, and then shipped to appropriate disposal sites; and

WHEREAS, the County has invested a significant amount of money in facilities and equipment to provide solid waste disposal services to county residents; and

WHEREAS, as a public benefit, the County accepts waste transported to the Transfer Station by individual county residents; and

WHEREAS, the County also provides or participates in various additional expanded services, including household hazardous waste collection, green waste recycling and

compost/wood product sales, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the services provided by the County constitute a direct benefit to the public good by providing an appropriate disposal facility for waste, thereby reducing the unlawful or inappropriate disposal of waste materials and allowing for some of them to be re-used; and

WHEREAS, the long-term committed delivery of municipal residential curb-side collected waste to the Transfer Station is critical to the funding and amortizing of the Transfer Station and its operational expenses, including expanded services; to the ability of the County to provide solid waste services to the general public in an efficient, cost-effective manner; and to the County's ability to obtain better long-term agreements for the transportation and disposal of the waste, thereby providing a lower long-term cost to the residents of the City and other parts of Weber County;

NOW, THEREFORE, the Parties mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

**Section 1. Purpose.**

This Agreement has been established and entered into for the purpose of facilitating the efficient operation of solid waste services provided by the Parties.

**Section 2. Effective Date; Duration.**

- a. This Agreement shall become effective upon the completion of all of the following actions:
  1. The Agreement is reviewed as to proper form and compliance with applicable law by the attorney for each Party;

- ii. The Agreement is approved and signed by each Party; and
- iii. The Agreement is filed with the keeper of records of each Party.
- b. The initial term of this Agreement shall be from the effective date through December 31, 2030.
- c. The Agreement shall automatically renew for additional terms of five years each, unless terminated earlier as provided in this Agreement, for a maximum of 20 years (December 31, 2045). Either Party shall have the option to terminate this Agreement at any time, by providing written notice of termination to the other Party at least two years before the date the termination will take effect.
- d. This Agreement may also be terminated at any time by mutual written agreement of the Parties.

**Section 3. Waste Disposal.**

In accordance with the purpose stated above, the Parties agree to the following:

- a. The City agrees to deliver, or cause to be delivered, exclusively to the County's Transfer Station, all of the household waste placed in curb-side containers by the City's residents and picked up by the City or by the company that the City contracts with to collect and dispose of curb-side residential waste. The County agrees to accept such waste, subject to the fee schedules, rules, regulations, and procedures adopted by the County. Other types of waste that are not household waste collected by the City or under a contract with the City, such as curb-side recycling and commercial waste, may be brought to the Transfer Station but are not governed by this agreement.

- b. The County agrees to own and operate the Transfer Station throughout the term of this Agreement.
- c. The City shall elect one of the following billing and payment options:
  - 1. The County will bill the City for the tipping fees for curb-side waste generated by the City's residents, and the City agrees to pay each bill within 30 days of receipt.
  - 11. Or, the County will directly charge the haulers of curb-side waste generated by the City's residents. The City shall ensure that the haulers timely pay all appropriate fees.

**Section 4. Additional Provisions Required by the Interlocal Cooperation Act.**

- a. This Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for its own obligations arising under this Agreement.
- b. Each Party shall maintain separate ownership and control over its own real and personal property. Therefore, there will be no need for joint disposal of property upon the termination of the Agreement.
- c. Since this Agreement does not establish an interlocal entity, the Parties agree that the County's Community Development Director, or the Community Development Director's successor or designee, shall act as the administrator responsible for the administration of this Agreement.



- d. Since this Agreement relates to the use of the County's Transfer Station, voting shall be weighted in favor of the County, with the County's vote outweighing the City's vote on any vote required by this Agreement.
- e. A copy of this Agreement shall be placed on file in the office of the official keeper of records of each Party.

**Section 5. Indemnification.**

Each of the Parties is a political subdivision of the State of Utah and claims the privileges, protections, and immunities of the Governmental Immunity Act of Utah. Each of the Parties agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of the indemnifying Party's negligent or intentional errors or omissions in connection with this Agreement.

**Section 6. Publication of Notice of Agreement.**

Immediately after execution of this Agreement by both Parties, each Party shall cause notice of this Agreement to be published pursuant to Utah Code Section 11-13-219.

**Section 7. Notices and Contacts.**

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or three days after such notice is deposited in the United States Mail, postage prepaid, and certified, and addressed to the Parties as set forth below:

For the County:

Community Development Director  
Weber County  
2380 Washington Blvd., Ste. 250  
Ogden, UT 84401

For the City:  
(fill in information)

**Section 8. Miscellaneous Provisions.**

- a. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining to this subject.
- b. Waiver. No failure by any Party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy based upon a breach thereof shall constitute a waiver of any such breach or of a breach of any other provision.
- c. Rights and Remedies. Any party in breach of this Agreement shall be liable for all damages arising out of such breach, to the fullest extent permitted by applicable law.
- d. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, then the remaining provisions of the Agreement shall remain in full force and effect, unless the invalidation of the provision materially alters the Agreement by interfering with the purpose of the Agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the Agreement, then the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties. To the extent

- IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the dates listed below:

BY \_\_\_\_\_  
Mark C. Allen, Mayor Date \_\_\_\_\_

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**WEBER COUNTY**

By: \_\_\_\_\_ DATED: \_\_\_\_\_  
Gage Froerer  
County Commission Chair

Attest: \_\_\_\_\_ DATED: \_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

Approved: \_\_\_\_\_  
Deputy County Attorney

# City Council

## Staff Report

**Author:** Amy Rodriguez

**Subject:** Policy and Procedures Manual

**Date:** November 18, 2025

**Type of Item:** Motion

**Summary Recommendations:** Council may review the proposed changes to the manual and approve the policy to be added to the manual by resolution.

### **Description:**

#### **A. Topic:**

Council approved the Policy and Procedures manual in its entirety in February 2019. As regulations change, or city practices change, sections of the manual may be brought back before Council for approval.

The attached revisions are proposed to be made to the Policy and Procedures manual.

#### **B. Background**

The amendments to the Policy and Procedure manual are to add clarifying language to policies that are already in place and in practice as city and department policies. Staff periodically reviews policies in the manual to determine if they need to have clearer language so that the policy is not vague in interpretation. This helps departments be consistent in how certain policies are applied. It also sets a clear understanding to employees on responsibilities and consequences. Some items are addressed in the Policy and Procedure manual in other areas, however, it was felt that they should be addressed in several locations to make it easier to find.

### **Section PROBATION PERIOD**

There are no federal or state laws that require a probationary period, as it is employer driven. The city uses the probation period as a formal administrative tool to structure the initial evaluation process for new hires. The city is an “at-will” employer, meaning that the city can terminate an employee at any time ( unless it is for an illegal reason ) for cause or no cause. The probationary period is used to monitor the new hire a little more closely and determine their skill sets and performance.

Extending a probation (introductory) period for a new hire is not used often, however, it may be used when an employee shows potential but may need additional time to correct performance measures, minor behavioral issues, or minor issues that the Department Head feels could be corrected with more training, guidance or feedback.

Once an employee has completed their probation period, they may be placed back on probation for a specific time frame to address specific, documented, performance or behavioral issues. This step is also rarely used but can be used as an option to give an employee one last opportunity to improve before a more severe disciplinary action is taken.

Probation extensions are addressed in the performance section of the manual, however, staff wanted to expand on the reasonings and requirements in an easier location to find (such as “Probation Period” and again in “Disciplinary Actions”)

#### **Section IX: DISCIPLINARY ACTIONS**

Probation is listed as a disciplinary action; however, it is not expanded upon in this section. An expanded version of using probation as a disciplinary option has been added.

#### **Section XX LEAVES OF ABSENCES**

This section has been updated to make it clear that vacation, sick, or comp time leave must be pre-approved and authorized. The prior approval for various leaves of absence is mentioned in several different areas within the manual, however, staff wanted to have clear, direct language in this section to help management enforce this policy.

The certification of illness section was changed from may to shall be required when sick leave is used for more than three consecutive days, or if abuse of sick leave is suspected. The change was made so that this requirement was not left up to interpretation from the Department Head as to when to ask for a doctor’s note and all employees are treated equally and consistent with policy.

C. **Fiscal Impact:** There are no fiscal impacts associated with this change.

D. **Department Review:** Human Resource, City Manager,

A. Probationary Period.

1. All new employees shall be subject to a one-year probationary period beginning on the first day of employment. During this period, probationary employees may be terminated with or without notice for any or no reason without any right to due process, notice, explanation, or appeal in connection with said termination. However, a manager with the City Manager's approval may take an employee off probation after six months.
2. An employee on probation shall have a performance evaluation during their probationary period. This performance evaluation may be used to provide information to both the employee and management regarding the employee's performance. A performance evaluation and the results of such evaluation shall not obligate management to a particular course of action relative to the probationary employee nor shall it create any property/due process rights for the probationary employee relative to their job/position.
3. Completion of the probationary period does not change an employee's status as an at-will employee or in any way restrict the City's right to terminate the employee or change the terms or conditions of employment.
4. Extension of the probationary period should be based on specific, objective, and job-related reasons. Extensions should be used to provide a fair, structured, and transparent plan for success for employees who show potential but may need a little more time for additional training, to correct minor conduct or attitude issues, may be struggling to meet goals, and/or need a longer evaluation timeframe. An employee who has their probationary period extended should be provided with a letter stating the reason(s) for the extension, be provided a new end date, outline the goals of the extension, and provide consequences if goals are not met. Extension of the probationary period offers the employee a final opportunity to succeed.
5. Existing employees who have completed their introductory probation period may be placed on probation as a formal tool to address specific, documented, performance or behavioral issues. Placing an employee on probation should provide a structured timeframe for an employee to improve, with clear expectations and consequences, before a more severe disciplinary action, like termination, is considered.

## SECTION IX: DISCIPLINARY ACTION

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### 1. GENERAL POLICY.

- A. It is the policy of the City that management will inform its employees about what is expected at work, what constitutes employee misconduct, and what the employee's rights are, if disciplined.
- B. It is the responsibility of all employees to observe rules of conduct necessary for the proper operation of the City's business. Administrative procedures have been established for the handling of disciplinary measures when required. All such measures shall follow the presentation of charges to the employee.
- C. Disciplinary action, up to and including termination, may be imposed for misconduct. Disciplinary actions may entail verbal, written, final warnings, probations, suspensions, transfers, and termination. Not all of these actions may be followed in all instances. The City reserves the right to exercise discretion in discipline.
- D. Written documentation concerning employee disciplinary action imposed will become a permanent part of an employee's Personnel Record.
- E. The City recognizes that personal issues can sometimes affect performance. The Employee Assistance Program (EAP) is available to employees and their families to provide confidential help with a wide variety of person problems, issues and concerns. Use of EAP services, however, does not excuse you from complying with City policies and procedures, or from achieving job requirements or expectations during or after receiving EAP assistance. Participation in the EAP will not prevent the City from taking disciplinary action when warranted. The City Manager, or designee, may require an employee to participate in EAP services as allowed by the Americans with Disabilities Act.

### 2. TYPES OF DISCIPLINARY ACTION.

#### A. Verbal Warning.

- 1. Whenever grounds for disciplinary action exist, and the City Manager, Manager or designee, determines that more severe action is not immediately necessary, the



deficiency demonstrated should be verbally communicated to the employee. Verbal warning shall be documented by the manager.

2. Whenever possible, sufficient time for improvement should precede additional disciplinary action.

#### B. Written Reprimand.

1. The City Manager or designee may reprimand an employee. The City Manager or designee shall furnish the employee with an Employee Written Reprimand Notification (form available from the Human Resources Department) or a written memo setting forth the reason(s) for the reprimand).
2. A copy of the Employee Written Reprimand Notification, signed by the City Manager or designee and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the City Manager or designee, will so state.
3. With the approval of the City Manager, a manager may expunge reprimands.

#### C. Probation

1. Employees who have completed their introductory probation period may be placed on probation as a formal tool to address specific, documented, performance or behavioral issues. Placing an employee on probation should provide a structured timeframe for an employee to improve, with clear expectations and consequences, before a more severe disciplinary action, like termination, is considered.

#### D. Suspension.

1. The City Manager or designee may suspend an employee with or without pay for up to, but not exceeding, thirty (30) calendar days for cause.
2. When suspending an employee, the City Manager or designee, shall follow the due process proceedings hereinafter set forth in paragraph 5 of this section, entitled, "Imposing Disciplinary Action".

3. On or before the effective date of the suspension, the City Manager or designee, shall furnish the employee with a written notice or may use Employee Suspension Notification (form available from Human Resources Department) setting forth the reason(s) for suspension.
4. A copy of the written notice or Employee Suspension Notification, signed by the City Manager or designee, and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the City Manager or designee, will so state.
5. An employee on suspension shall be responsible for making full employee contributions to their employee medical insurance benefits.
6. An employee on suspension shall not be eligible to accrue vacation or sick leave unless approved by the City Manager or designee.

E. Demotion.

1. The City Manager or designee, may demote, or reduce in grade, an employee for cause or provide for reasonable accommodation in appropriate circumstances.
2. When demoting an employee, the City Manager or designee, shall follow the due process proceedings hereinafter set forth in paragraph 5 of this section, entitled, "Imposing Disciplinary Action".
3. On or before the effective date of the demotion, the City Manager or designee shall furnish the employee with a written notice or Employee Demotion Notification, (form available from Human Resources Department) setting forth the reason(s) for demotion.
4. A copy of the Employee Demotion Notification, signed by the City Manager or designee, and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the notification, the City Manager or designee, will so state.

F. Transfer.

1. The City Manager or designee may transfer an employee (with the exception of a probationary employee) by furnishing the employee with a written notice or Employee Transfer Notification (form available from Human Resources Department).
2. A copy of the written notice or Employee Transfer Notification, signed by the City Manager or designee, and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the City Manager or designee, will so state.

G. Termination.

1. The City Manager or designee may terminate an employee for cause. The City Manager will make final termination decisions. Prior warning is not a requirement for termination.
2. When terminating an employee for cause, the City Manager or designee, shall follow the due process proceedings hereinafter set forth in paragraph 5 of this section, entitled, "Imposing Disciplinary Action".
3. On or before the effective date of the termination for cause, the City Manager or designee shall furnish the employee with a written notice or an Employee Termination Notification form (available from the Human Resources Department) setting forth the reason(s) for termination.
4. A copy of the written notice or Employee Termination Notification, signed by the City Manager or designee, and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the City Manager or designee, will so state.

## SECTION XX: LEAVES OF ABSENCE

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### 1. ABSENT WITHOUT LEAVE.

- A. Any unauthorized absence of an employee from duty shall be grounds for disciplinary action, up to and including termination, by the City Manager or designee.
- B. Any employee who is absent for three (3) or more consecutive workdays without authorized leave may be deemed to have voluntarily resigned their position and employment without notice. Where extenuating circumstances are found to have existed, however, the City Manager or designee may cover such absence; by subsequent grant of leave with or without pay as the circumstances dictate.

### 2. ANNUAL VACATION LEAVE.

- A. Annual leave is intended to benefit the employee, and employees are encouraged to take annual leave in the year in which it is earned.
- B. Annual leave will accrue during an employee's probationary period but may not be used during the first six (6) months of employment without the approval of the City Manager or designee. Employees who terminate within the twelve-month introductory period will not be compensated for accumulated annual leave.
- C. All full-time employees (40 hours) will accrue annual leave as follows:

Years of Service	Hours Per Pay Period	Hours/Days
0 to 5 Years	3.5 Hours (8.5 last pay period of yr.)	96 Hours = 12 Days
6 to 10 Years	4.5 Hours (7.5 last pay period of yr.)	120 Hours = 15 Days
11 to 15 Years	5.5 Hours (6.5 last pay period of yr.)	144 Hours = 18 Days
16 to 20 Years	6.5 Hours (5.5 last pay period of yr.)	168 Hours = 21 Days

21+ Years	7.5 Hours (4.5 last pay period of yr.)	192 Hours = 24 Days
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- D. All eligible part-time employees will accrue annual leave as at a rate determined in the above table in proportion to the number of hours worked. For example, a 20-hour/week employee would receive half of what a 40-hour/week employee would receive.

Annual leave may be earned to a maximum of 260 hours. Additional annual leave shall accrue over this amount. However, it must not exceed 260 hours on the pay period of the employee's annual anniversary date. Annual leave exceeding 260 hours on the employee's anniversary date will be lost with the only exceptions listed below. This is the maximum amount carried from year to year.

1. On rare and extenuating circumstances an employee may request an extension by completing an Extension form (available from Human Resources Department) and submit the form to the City Manager for approval prior to their anniversary date. The hours extended will not be eligible to be paid if the employee terminates during the extension time.
2. Vacation leave may be donated for sick leave, and in rare circumstances, may be donated for vacation leave if approved by the City Manager
3. Vacation leave will not be advanced.

- E. All annual leave, and/or compensatory time should be utilized on a planned, pre-approved basis. The use of annual leave, and/or compensatory time must be authorized by the City Manager, Department Head, or designee prior to the leave being taken. Annual leave will be scheduled to meet the operating requirements of the department and the City. Earliest request then seniority within the departments will apply in case of conflict of vacation schedules.

An authorized City holiday will not constitute a day of annual leave. When a holiday falls within the time period of an employee's annual leave, an employee will not be charged annual leave for that day.

Should a former full-time employee be rehired by the City within one (1) year of termination, the accrual rate of earning annual leave (vacation time) will be based on the accumulation of all periods of full-time employment with the City.

Persons hired on emergency, internships, seasonal, temporary or contract basis shall not accrue annual vacation leave.

### 3. HOLIDAY LEAVE.

The following days have been designated by the City to be paid holidays for eligible employees:

New Year's Day.....	January 1st
MLK Human Rights Day.....	3rd Monday of January
Presidents' Day.....	3rd Monday of February
Memorial Day.....	Last Monday of May
National Freedom day (Juneteenth).....	3rd Monday in June
Independence Day.....	July 4th
Pioneer Day.....	July 24th
Labor Day.....	1st Monday of September
Columbus Day.....	2nd Monday of October
Veterans' Day.....	November 11
Thanksgiving Day.....	4th Thursday of November
Day after Thanksgiving.....	4th Friday of November
Christmas Day.....	December 25th

When a holiday falls on a weekend, it will be observed either the preceding or following workday. An example would be if a holiday falls on a Saturday, it will be observed on the preceding Friday.

Holiday pay for full-time employees will be rewarded for 8 hours. Part-time eligible employees will be prorated. An employee on Leave Without Pay status will not receive holiday pay. If hours are reported during the time period in which Leave Without Pay is used, holiday pay may be paid in proportion to the number of hours reported.

If an employee works on a holiday, they will receive one and a half (1.5) their regular pay for physical hours worked. This may not apply to pre-scheduled duty hours. For policies regarding overtime compensation, please refer to section XIV: CLASSIFICATIONS/COMPENSATION, Item 10."OVERTIME PAY".

### 4. SICK LEAVE.

- A. Purpose. Sick leave shall not be considered as a privilege, which an employee may use at their discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee or immediate family of the employee.

B. Use of sick leave. Sick leave may be used at any time with **prior** approval of the City Manager or designee for any of the following reasons:

1. When the employee is unable to perform their regular duties or other temporary work to which they may be assigned due to an illness or emotional or mental stress.
2. Visits to hospitals, clinics, doctor's and dentists' offices for diagnosis or treatment of illness or injury or examination.

**To the extent possible, an employee must request advanced approval for use of sick leave for appointments, examinations, and treatment. Employees should inform their supervisors how long they will be gone (if possible).**

**Sick leave requests shall be granted when supported by administrative acceptable evidence. A Department head, or designee may consider the employee's self-certification to their absence as administrative acceptable evidence. For absences in excess of three consecutive days, a certification or doctor's note is required.**

C. Eligibility. Sick leave shall be available to all permanent employees, including regular part-time (20-39 hrs/week on a consistent basis) and probationary employees. Seasonal, temporary, provisional, and emergency employees are not eligible for sick leave.

**D.** Abuse of sick leave. Sick leave is a privilege and not a right of employment. Managers must use discretion in approving sick leave, while at the same time, insisting that sick persons stay off the job. Abuse of sick leave privilege will be grounds for disciplinary action. Accumulated sick leave remains the property of the City. To abuse sick leave privilege is comparable to theft. Employees consistently **utilizing sick leave or display a reoccurring pattern of usage** will become suspected of policy abuse. Employees who become suspected of sick leave abuse will be in jeopardy of receiving an unsatisfactory rating in performance due to loss of work time and **may face disciplinary or corrective actions.**

E. Accrual. Each regular full-time employee will accrue sick leave at the rate of three and one half (3 ½ ) hours per pay period with eight and one half (8½ ) hours on the last pay period of the year. Holidays, which fall on a regular working day within a period when sick leave is being used, will not be charged as a day of sick leave.

Sick leave will accrue and will be available immediately after the employee's hire date. Sick leave will not be advanced to employees. An employee may not share earned sick leave with another employee. However, any employee may contribute to the sick leave of another employee with annual leave accruals. This leave shall

be received at the lower hourly scale of the affected employees, (i.e. An employee who makes \$10/hr. may contribute to an employee who makes \$20/hr. at 2hr donated vacation for 1hr sick and/or an employee who makes \$20/hr may contribute to an employee who makes \$10/hr on a 1 hr. donated for 1 hour sick.).

- F. Use. Advance sick leave is not allowed.
- G. Sick leave will not accrue during time spent on leave of absence without pay, or on annual leave immediately preceding either leave of absence without pay or termination.
- H. Sick leave - family illness: Employees may use their accumulated sick leave hours, up to twelve (12) weeks, for the serious illness of their spouse, child, or parents. They may also use up to forty (40) hours of accumulated sick leave during the fiscal year to care for a brother, sister, grandchild or grandparent who is seriously ill. The City may require a doctor's written statement that care is necessary. The City Manager or designee may grant the use of additional sick leave hours for special circumstances.
- I. Unused sick leave/separation. Sick leave is a privilege and not a right of employment. Accumulated sick leave remains the property of the City and will not be paid out upon separation.
- J. Payments.
  - 1. In order to qualify for sick leave payments, an employee must notify the Department Manager, City Manager or designee, no later than one (1) hour before normal starting time on each day of absence unless the circumstances surrounding the absence make such notification impossible in which case, the employee must notify their Manager, City Manager or designee as soon as possible. The City Manager or designee should also be kept advised of the employee's progress and expected date of return to duty.
  - 2. Upon approval any absence for illness beyond accrued sick leave will result in the employee being carried on annual leave status until all annual leave has expired, and then carried in a leave-without- pay status.
- K. Certification of Illness. For sick leave in excess of three (3) consecutive working days, or if abuse of sick leave is indicated, the Department Manager, City Manager or designee, shall require a certificate/letter from the attending physician stating that such illness prevented the employee from working. The required certificate/letter should indicate when the employee will be eligible to return to work, and notate any limitations to their duties. Certificate of Illness should be given



to the HR Dept. Sensitive health information will be kept confidential and stored securely in accordance with privacy laws.

- L. Reporting Absences. An employee will be paid only when the employee (or a member of his immediate family if the employee is incapacitated) notifies the City Manager, or designee, after their scheduled reporting time. Continued reporting for more than a one-time absence will be accomplished as directed by the City Manager or designee. The City Manager or designee may request a doctor's release any time they question the reasonableness of an absence of one (1) day or more. This type of request should be the exception, not the rule.
  
- M. Eligible employees will annually, on the first pay period of January, convert twenty-five percent of the unused sick leave accumulated from the previous twelve (12) month period into a 401K retirement plan administered by the Utah Retirement Systems or another qualified 401K retirement plan as may be authorized in an employee's employment contract. The employee may indicate in writing they do not want to have their sick time converted. The remaining seventy-five (75) percent of the unused sick leave accumulated during that period shall remain on the employee's total accumulated sick leave.
  - 1. To be eligible for this benefit an employee must have utilized less than forty (40) hours or prorated of sick leave during the past twelve (12) month period.
  - 2. In figuring the conversion provided by this benefit, any sick leave eligible for conversion shall have been accrued and not used during the past twelve (12) month period and not from the total.
  - 3. Ineligible employees those who resign with last day worked, retired or are terminated after the last day of the pay period of the calendar year.
  - 4. Employees discharged from City services shall not be eligible for this benefit.
  - 5. Policy Section XIX Section 4 Subsection will remain intact for those employees meeting service guidelines with regards to sick leave accumulation.
    - 1. is in good standing and
    - 2. Has applied for Long Term Disability through the City provided plan. Documentation will be required.

The City Manager may approve a maximum of ninety (90) days. If Long Term Disability is not approved the employee may be responsible for paying back the full health insurance premium.

- a. If employee has filed a fraudulent claim the employee will be terminated immediately and will be responsible for paying back the full health insurance premium.
- b. Extended long-term benefits may be provided on limited circumstances by The City Manager, subject to approval from the City Council, for an Employee that has been employed by the City for at least ten (10) years. Such extended long-term benefits are limited to full or partial medical and insurance benefits resulting from a life threatening major catastrophic medical condition where the employee has exhausted all accrued sick leave, vacation leave, and other leave options. This benefit may be extended to the family for COBRA use if the medical condition results in death of the employee. This benefit is limited in duration as determined by the City Manager based upon medical circumstances and subject to City Council approval.