SYRACUSE CITY

Syracuse City Council Regular Meeting Agenda
February 10, 2015 – 7:00 p.m.
City Council Chambers
Municipal Building, 1979 W. 1900 S.

1. Meeting called to order
   Invocation or thought
   Pledge of Allegiance
   Adopt agenda
2. Presentation of the Syracuse City and Wendy's "Award for Excellence" to Noelle Shakespear and Zachary Michaelson.
3. Approval of Minutes:
   a. Work Session of January 13, 2015
   b. Regular Meeting of January 13. 2015
   c. Work Session of January 27, 2015
   d. Special Meeting of January 27, 2015
4. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.
5. **Public Hearing** – Proposed Resolution R15-04 amending the budget for the fiscal year ending June 30, 2015.
6. **Public Hearing** - Proposed Ordinance 15-02 amending Title Four of the Syracuse City Code pertaining to utility cross connections.
7. Authorize Administration to execute agreement with EnerNOC for an Irrigation Load Control Program.
8. Proposed Resolution R15-06 establishing the Payback Agreement for costs related to the installation of City infrastructure, which may include, but is not limited to: engineering design and services during construciton; construction costs such as labor, materials, and equipment; administrative attorney; permit; plan review fes or other costs incidental thereto; establishing the ten (10) year payback period; and designating the City to collect such costs for reimbursement to the developer as herein proportioned.
9. Proposed Resolution R15-07 adopting comprehensive edits to the first 11 chapters of the Personnel Policies and Procedures Manual.
10. Proposed Resolution R15-05, appointing Councilmembers to various positions and assignments.
11. Proposed Ordinance 15-03 amending Title 10 of the Syracuse City Code pertaining to basement kitchens and landscaping.
12. Award and execute contract with Advanced Paving and Construction for 3000 West Road Improvements Project – Bluff Road to 200 South.
13. Authorize Administration to execute 2015 Animal Control Services Agreement with Davis County.
14. Proposed Resolution R15-08 appointing Spencer Frew to the Syracuse Arts Council.
15. Councilmember Reports.
16. Mayor Report.
17. City Manager Report.
18. Adjourn.

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In compliance with the Americans Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the City Offices at 801-825-1477 at least 48 hours in advance of the meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 5th day of February, 2015 at Syracuse City Hall on the City Hall Notice Board and at http://www.syracuseut.com/. A copy was also provided to the Standard-Examine on February 5, 2015.

CASSIE Z. BROWN, CMC
SYRACUSE CITY RECORDER
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COUNCIL AGENDA

February 10, 2015

Agenda Item **#2** Presentation of the Syracuse City and Wendy's "Award for Excellence" to Noelle Shakespear and Zachary Michaelson.

Factual Summation

- Any questions regarding this item can be directed at CED staff. Please see the attached memos regarding the Award recipients for February 2015.

Recommendation

The Community & Economic Development Department hereby recommends that the Mayor and City Council present the "Syracuse City & Wendy's Award for Excellence to Noelle Shakespear and Zachary Michaelson.

Syracuse City and Wendy's Award for Excellence
Athlete and Scholar of the Month

The Syracuse City and Wendy's Award for Excellence is an award given to students who live in Syracuse City to recognize and reward success or extra effort in academics, arts, community participation, or athletics. This award is a combined effort to involve students in local government and to foster a sense of community pride by rewarding these students for their hard work. We appreciate Wendy's for their generous contributions to this program.

The award will be given each month to one boy and one girl in grades K-12. The City Council and Mayor will recognize and congratulate the students in a City Council Meeting by presenting them with certificates of achievement and gift cards to the Syracuse Wendy's. The students' pictures will be featured at the Syracuse Wendy's store, City Hall, and the community center. Syracuse City will also recognize the student's accomplishments in the City newsletter, website, and social-media pages.

Please nominate one boy and one girl for this award by filling in the following information. Recipients must be Syracuse City residents. For any additional information or questions, please contact Debbie Rainford, (801) 614-9627.

Student Name: Noelle Shakespear

Parent(s) Name(s): Brett and Jennifer Shakespear

Phone Numbers: 801-546-3821

Address: 3285 S 575 W, Syracuse, UT, 84075

Reason for Selection: (See Second Page)

Student Name: Zachary (Zac) Michaelson

Parent(s) Name(s): Zachary and Holly Michaelson

Phone Numbers: 801-725-8734, 801-430-8054

Address: 622 W 1900 S, Syracuse, UT, 84075

Reason for Selection: (See Second Page)

Noelle Shakespear

Noelle is an excellent student, but more than that she is an excellent young lady who seeks to help elevate her peers and help them succeed at a higher level. She does all this with a smile on her face! Noelle is committed to making our school a better place. She has an outstanding vision and work ethic. She is helpful to everyone around her. Noelle is a young lady who is very creative. She is organized and responsible and follows through with everything she is asked to do or to which she volunteers. She is on top of her schoolwork. Teachers have been impressed with her work ethic and fun personality since 7th grade. She is an extraordinary person. Noelle has proven time and time again with many teachers that she can be trusted to do whatever is required of her. She is mindful of others and willing to listen to ideas that may be different than her own.

Zachary (Zac) Michaelson

Zac Michaelson is one of the quiet giants among his peers at Legacy Junior High School. He is a leader who focuses on his school work and shows others by example who to be successful in school Zac is one of the hardest working most diligent student who always helps the rest of class to understand difficult concepts and ideas. His understanding is usually far beyond his peers and his explanations almost always make information more relatable to his peers. His cheerful demeanor and cooperative attitude impress all of his teachers. He is willing to work with others, and does his best in whatever he is asked to do. Teachers are very pleased to have him in class.

Both Zac and Noelle are 4.0 students, and neither has been tardy to class this year so far.

COUNCIL AGENDA

February 10, 2015

Agenda Item **#3** Approval of Minutes.

Factual Summation

- Please see the draft minutes of the following meeting(s):
    a. Work Session Meeting of January 13, 2015.
    b. Business Meeting of January 13, 2015.
    c. Work Session of January 27, 2015.
    d. Special Meeting of January 27, 2015.

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

DRAFT

Minutes of the Syracuse City Council Work Session Meeting, January 13, 2015

Minutes of the Work Session meeting of the Syracuse City Council held on January 13, 2015, at 6:05 p.m., in the Council Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Mike Gailey
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson

Mayor Terry Palmer
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
Finance Director Steve Marshall
Police Chief Garret Atkin
Fire Chief Eric Froerer
Parks and Recreation Director Kresta Robinson

The purpose of the Work Session was to review the agenda for the business meeting to begin at 7:00 p.m.; discuss Seasonal wild land firefighter proposal; discuss efficiency audit request for proposals (RFP); have a follow-up discussion regarding Cook Quarters Subdivision development standards; review agenda item 10: Irrigation Load Control Program; review agenda item 11: award and authorize Administration to execute agreement with E.K. Bailey for 3000 West culinary and secondary waterline project; review items forwarded by Planning Commission: (i) General Plan Amendment request from General Commercial to Planned Residential Development Zone, located at 1600 W. 1700 S., applicant Q-2 LLC.; (ii) General Plan Amendment request from Neighborhood Services and R-3 Residential to Professional Office Zone, located at 1407 S. 2000 W., applicant Q-2 LLC.; (iii) Rezone request from R-3 Residential to Professional Office Zone, located at 1407 S. 2000 W., applicant Q-2 LLC; (iv) Final Plan Approval Ninigret North II, located at approximately 1550 S. SR-193, R-3 Residential and GC General Commercial Zone; and discuss Council business.

6:03:05 PM

Agenda review

Mayor Palmer briefly reviewed the agenda for the business meeting to begin at 7:00 p.m.

6:04:01 PM

Seasonal wild land firefighter proposal

A staff memo from the Fire Chief explained The Fire Department proposes including 2 seasonal firefighters to support the wild land firefighting program we have established over the past three seasons. During the last wildfire season Syracuse Fire Department had to refuse two deployment requests for our Water Tender due to inadequate staffing, as we will not compromise our ability to respond to local incidents to deploy a wild land fire resource. Our current approved Syracuse City Wage Scale includes a Seasonal Firefighter position. This position was requested specifically for utilization during the wildfire season, June 1 through September 30 each year. The request is for two seasonal firefighters per wild land fire season. Wage cost per firefighter follows:

Number	Rate	Cost/ 20 hr Week	Season	Minimum Cost/Season
1 Firefighter	$11.92	$238.40	17 weeks	$4052.80
2 Firefighters	$11.92	$476.80	17 weeks	$8105.60

When the seasonal firefighters are not deployed on a wildfire, they will fill their 20 hour week with equipment maintenance and hydrant maintenance flow tests. During the wildfire seasons of 2012, 2013, and 2014, Syracuse firefighters deployed on 29 wildfires generating a gross revenue of $396,170. The average revenue generated per wildfire based on those numbers is $13,661. Our wildfire response apparatus are Brush Engine 31 and Water Tender 31. The chart below shows the standard rate structure for deployed apparatus:

Unit	Staffing	Rate/Hour	Hrs/Day	Rate/Day
Brush Engine	2	$144	15	$2160
Water Tender	2	$145	15	$2175

Wildfire deployments can be anywhere from 1 day to 14 days, with the average deployment for Syracuse being 6 days. Lost revenue potential occurs if we have a request for the Brush Engine or Water Tender and are unable to send it due to staffing. For the two incidents in 2014 noted above this is a difference of $27,322 (average). This more than makes up for the cost of having the seasonal wild land firefighters on the payroll.

6:04:20 PM

Chief Froerer summarized his staff memo. City Manager Bovero added Chief Froerer's proposal has no budgetary impact; however, the staffing structure being proposed may result in increased revenues generated by the Department.

6:07:43 PM

The Council briefly discussed the proposal, with a focus on the overall staffing level of the Department.

6:10:30 PM

Discussion regarding efficiency audit request for proposals (RFP)

A memo from the City Manager explained The City recently received responses to an RFI from firms that perform operational efficiency studies. A subcommittee of the City Council, including Council Members Lisonbee and Peterson, Mayor Palmer, Brody Bovero, and Steve Marshall, reviewed the responses and discussed the potential scope of work for an RFP. Below is an outline of the suggested RFP for the efficiency audit

Goals of the Study

- Improve level service within our current budget capabilities
- Ensure the organizational structure of the City is best suited for service to residents & businesses
- Eliminate waste

Suggested Areas of Study

- *Organizational Structure:* Examination of organization-wide structure and based on organizational goals and vision, recommend restructuring, expansion, and/or consolidation of services or departments as needed.
- *Personnel, Facilities, Technology:* Examination full and part-time staffing levels. Provide recommendations on changes that will improve service and reduce costs through changes in personnel restructuring, utilization of technology, or use of facilities
- *Information Technology:* Evaluate adequacy and efficiency of existing assets, including a security analysis. Recommend operational software, hardware, and management improvements to improve efficiency of city services and integrity of information security.
- *Utility Metering/Billing:* Examine efficiency of current metering and billing. Recommend most efficient and cost-effective method.

- *Records Management:* Evaluate city-wide records management systems and methods. Make recommendations to improve cost efficiency, and improve effectiveness in document storage and retrieval throughout the organization.
- *Customer Service for Businesses*: Examine customer response, communication, and timeliness issues in business-related permitting, approvals, and processes. Provide recommendations to improve customer service performance this area.

Based on the RFI responses, the committee believes that this scope of work could be performed in the $25,000 to $50,000 range. Upon receiving direction from the Council, the Administration will proceed with drafting an RFP and solicit bids, with intent to award a contract in February, with the goal to complete the study in time for the FY2016 Budget adoption.

6:10:38 PM

Mr. Bovero reviewed his staff memo.

6:12:26 PM

General discussion regarding the scope and cost of the audit ensued and at the conclusion Mr. Bovero reviewed the timeline for executing a contract with one of the four consultants that responded to the RFI.

6:13:52 PM

Follow-up discussion: Cook Quarters Subdivision development standards.

An administrative memo explained Mayor Palmer has met with Steven Cook since the December 9 discussion regarding the development standards being imposed on his subdivision. He will provide the Council with an update regarding the issue.

6:14:05 PM

Ms. Christensen provided a brief introduction to the item.

6:15:50 PM

The Mayor and Council briefly discussed the exceptions to the City Code that Mr. Cook is requesting, with Ms. Christensen noted there is no mechanism in the Syracuse City Code that would allow for an exception and she requested direction from the City Council to request that the Planning Commission evaluate the issue and consider a potential code amendment that would provide fairness and for the law to be upheld. The City Council provided the direction requested by Ms. Christensen.

6:17:38 PM

Review agenda item 10: Irrigation Load Control Program.

A staff memo from the Public Works Director explained Rocky Mountain Power has partnered with EnerNOC to provide an energy reduction incentive program, so named the Irrigation Load Control Program to eligible customers in Utah and Idaho. This program was developed to ease the burden of high peak power demands from irrigation pumping during June 1 to Sept 30. Those who choose to enroll in the program will earn cash incentives for temporarily reducing electricity use by shutting off irrigation pumps during peak demand periods. Incentive rates can be up to $25/kW savings, which is estimated at approximately $13,000/year for all three of our pump stations. There is no enrollment fee for Syracuse City to participate in the program. Load Control Events are determined and notification is made 24 hours in advance. Syracuse is given the option to participate during the event. Opting out has no penalties. Events can last up to four hours/day, but are limited to 52 hours per season. Agreement and Earnings estimates are attached.

6:17:53 PM

Mr. Whiteley and Public Works Water Superintendent Ryan Mills reviewed the staff memo.

6:22:47 PM

General discussion of the load control program ensued, with a focus on ensuring the City will continue to meet the water demands of the citizens of Syracuse as well as protecting data regarding the City's customers. Councilmembers Duncan and Johnson expressed their opposition to participating in the program, with the Council ultimately determining to continue discussion of the item during the business meeting.

6:39:40 PM

Review agenda item 11: Award and authorize Administration to execute agreement with E.K. Bailey for 3000 West culinary and secondary waterline project.

A staff memo from the Public Works Director explained this culinary and secondary waterline project is one that was identified on our list presented to City Council as a high priority due to the age and restrictions the existing undersized lines place on the system. This project will involve the replacement of an existing 4" secondary main with an 8" main and abandonment of an existing 8" culinary main on 3000 West from 700 South north to the City border (200 South). Public Works is pleased with the bid results and recommends awarding the project to E. K. Bailey Construction, Inc. The construction will begin as soon as contract documents are in place and will be completed by early summer of 2015. The bid amount for the total project was $394,195 which was well below the budget for the project. The memo concluded staff recommends that the bid be awarded to E. K. Bailey Construction, Inc.

6:39:53 PM

Mr. Whiteley reviewed his staff memo.

6:42:17 PM

General discussion regarding the bid amount for the project ensued, with Mr. Whiteley assuring the Council that he verified the bid amount with the contractor and they have assured him that they can perform the scope of work for the proposed cost.

6:44:06 PM

Review items forwarded to City Council by Planning Commission: General Plan Amendment request from General Commercial to Planned Residential Development Zone, located at 1600 W. 1700 S., applicant Q-2 LLC.

A memo from the Community and Economic Development Director explained the current general plan designation for this parcel is General Commercial. The applicant has requested to break up the parcel and zone the northern part as Planned Residential Development while leaving a little over one half acre along Antelope Drive in the General Commercial zoning. The applicant has indicated intent to develop a 55 and older patio home community. A rezone will also be required upon approval of this application. The applicant requested both portions of his property adjacent to Banbury Dr. be General Planned PRD. The Planning Commission did not feel that the PRD zone was appropriate for the west side of Banbury. The applicant requested a recommendation on the east portion of the property and will amend his application to address a more suitable zone for the west parcel. The Planning Commission recommends approval to the City Council for the General Plan Amendments for the following: property owned by Q-2, LLC, at approximately 1600 W 1700 S, from General Commercial to PRD (Planned Residential Development), subject to all applicable requirements of the City's municipal codes.

6:44:41 PM

Ms. Christensen reviewed her staff memo.

6:46:54 PM

Councilmember Duncan stated a majority of the City Council has been very clear with the direction that they want to reduce PRD zoned areas in the City and he wondered who requested he zone change for this property. Ms. Christensen stated the property owner requested the change via an application. Councilmember Duncan asked Ms. Christensen if she had explained to the applicant that the Council does not look favorably upon PRD zoning. Ms. Christensen answered yes. Mayor Palmer stated he participated in a meeting with Ms. Christensen and the applicant where that was made very clear. Councilmember Duncan asked if the applicant is aware that the Council may deny the application, to which Ms. Christensen answered yes. Councilmember Johnson stated he is not inclined to approve the application.

6:48:19 PM

Councilmember Lisonbee stated she received a letter of dissent from the Planning Commission regarding this application and it brings up some valid points; if the Council were to approve the application there is a possibility that the development on the subject property could be even denser. The letter of dissent suggested an amendment to the City Code prior to consideration of the application.

6:49:29 PM

Councilmember Duncan noted that each time the City approves a PRD development, the neighboring property owners are up in arms; this is a bedroom community and PRD's eventually lose their appeal based upon demographics. He stated the Council needs to accept that residents do not want PRD developments next to their single family residential communities.

6:50:36 PM

Review items forwarded to City Council by Planning Commission: General Plan Amendment request from Neighborhood Services and R-3 Residential to Professional Office Zone, located at 1407 S. 2000 W., applicant Q-2 LLC.

A memo from the Community and Economic Development Director explained the current general plan designation for this parcel is Neighborhood Services and R-3 Residential. The applicant has requested a change to Professional Office. This lot is very long and narrow making it very difficult for residential development. The General Commercial zone will allow for increased development possibilities including a potential assisted living facility. City staff has no issues with this request. The Planning Commission held a public hearing on the request on January 6, 2015. Staff had a concern that this property was within a High Priority Corridor designated by UDOT and therefore restricted from final action pending notification to UDOT and a 45 day waiting period. Please see the attached email from Randy Jeffries noting that this parcel is not affected by the widening of 2000 West and no waiting period is required. The Planning Commission recommends approval to the City Council for the General Plan Amendments for the following: property owned by Q-2, LLC, at approximately 1407 S 2000 W, from Neighborhood Services and R-3 to Professional Office, subject to all applicable requirements of the City's municipal codes.

6:50:47 PM

Ms. Christensen reviewed her staff memo.

6:51:55 PM

Councilmember Gailey inquired as to the size of the subject property, to which Councilmember Lisonbee answered approximately 1.5 acres. The Council discussed the location of the subject property and Councilmember Duncan inquired as to who owns the parcel of property zoned R-4 located directly north of the subject property. Ms. Christensen stated there are two small homes located on the R-4 parcel and Mayor Taylor added that R-4 zoning has eliminated from the City Code and would not be available for any new development in the City.

6:50:47 PM

Review items forwarded to City Council by Planning Commission: Rezone request from R-3 Residential to Professional Office Zone, located at 1407 S. 2000 W., applicant Q-2 LLC.

A memo from the Community and Economic Development Director explained as presented this property it contingent upon the previous General Plan Amendment. The applicant has requested a change to Professional Office. This lot is very long and narrow making it very difficult for residential development. The Professional Office zone will allow for increased development possibilities including a potential assisted living facility. City staff has no issues with this request. The Planning Commission held a public hearing on the request on January 6, 2015. Staff had a concern that this property was within a High Priority Corridor designated by UDOT and therefore restricted from final action pending notification to UDOT and a 45 day waiting period. Please see the attached email from Randy Jeffries noting that this parcel is not affected by the widening of 2000 West and no waiting period is required. The Planning Commission recommends approval to the City Council for the Rezone request for the following: property owned by Q-2, LLC, at approximately 1407 S 2000 W, from R-3 to Professional Office, subject to all applicable requirements of the City's municipal codes.

6:50:47 PM

Ms. Christensen reviewed her staff memo.

6:54:47 PM

Review items forwarded to City Council by Planning Commission: Final Plan Approval Ninigret North II, located at approximately 1550 S. SR-193, R-3 Residential and GC General Commercial Zone.

A staff memo from the Community and Economic Development Director explained the Council approved the preliminary plat but requested the staff confirm that the commercial zone north of the school site and along SR-193 is in conformance with general plan and zoning maps approved in August 2014. The plat as currently submitted has not changed and more specifically the depth of the commercial lots and location of the cul-de-sac have remained consistent with the general plan and zoning approvals. The following exhibits are provided as a timeline for the project, to clarify the question raised as to the approved Rezone Boundary of the Commercial Area.

Ninigret North II-History Timeline

July 1, 2014 **(Exhibit A)**

Application filed to Amend General Plan to CG and R-3 with Map and Legal Descriptions

The initial proposal by the applicant was to have all of the area west of the power corridor up to the boundary of the EDA be General Planned R-3(the SAA was included within the R-3 Zone, west of 1550 West) with the exception of 3.575 Acres west of 1550 West to be General Commercial.

August 5, 2014 **(Exhibit B)**

Planning Commission held a public hearing on the proposed General Plan/Zoning Amendment.

The Planning Commission modified the request and recommended a General Plan Amendment with the General Commercial area being extended to the east, up to the power corridor, with the remaining property being designated as R-3

August 12, 2014 **(Exhibit C)**

The City Council reviewed the recommendation from the Planning Commission. The discussion entailed the desire of the Council to move the school site from the west side of 1550 West and maintain the Business Park Zone on the west, while increasing the commercial area on the east to 5 Ac.

For the purpose of this discussion staff has added to the submitted documents, the dimensions (in red) of the areas in question. The depth of the Commercial area proposed by the developer shows lots that are ~219 feet deep; and ~285 feet total commercial zone, including road.

August 26, 2014 **(Exhibit D)**

Based upon the Council's request, the applicant amended the layout for the property, putting the SAA on the east side of 1550 West and adding additional commercial. Staff prepared colored General Plan Maps and Zoning Maps, the applicant submitted the proposed layout via email, identifying 5 acres of General Commercial.

For the purpose of this discussion staff has added to the submitted documents, the dimensions (in red) of the areas in question. The revised plat shows Commercial area as amended to be ~262 feet deep; and ~329 feet total commercial zone, including road.

December 9, 2014 **(Exhibit E)**

The Preliminary Plat shows the same measurements of depth from August 26, 2104, with 5 acres of commercial consistent with the August 26, 2014 General Plan and Zoning Approvals.

January 13, 2015 **(Exhibit F)**

The Plat submitted shows the same depth, the 5 acres of commercial has been divided into 5 lots to address Councilmember Duncan's concerns from December.

(Exhibit G)

Example of the type of commercial which could fit in the Commercial Area.

The Syracuse City Planning Commission hereby recommends that the City Council approve the final plat for the Ninigret North II Subdivision, located at approximately 1550 West 200 South subject to meeting all requirements of the City's Municipal Codes and City staff reviews.

6:54:57 PM

Ms. Christensen reviewed her staff memo.

6:59:39 PM

The Council briefly discussed the application, with a focus on the appropriate street name for the road running through the development. Councilmember Gailey thanked Ms. Christensen for the thoroughness of the staff report regarding

this application; he also thanked Councilmember Lisonbee for her idea to move the road from the west side of the property to the east side of the property, which ultimately facilitated the progress of the application.

Council business

There was no Council business.

The meeting adjourned at 7:00 p.m.

_____	_____
Terry Palmer	Cassie Z. Brown, CMC
Mayor	City Recorder

Date approved: _____

DRAFT

Minutes of the Syracuse City Council Regular Meeting, January 13, 2015.

Minutes of the Regular meeting of the Syracuse City Council held on January 13, 2015, at 7:13 p.m., in the Council Chambers, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Mike Gailey
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson

Mayor Terry Palmer
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
Finance Director Steve Marshall
Public Works Director Robert Whiteley
Fire Chief Eric Froerer
Police Chief Garret Atkin
Parks and Recreation Director Kresta Robinson
Community Development Director Sherrie Christensen

7:13:21 PM

1. Meeting Called to Order/Adopt Agenda

Mayor Palmer called the meeting to order at 7:07 p.m. as a regularly scheduled meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember. Mayor Palmer provided an invocation. A local Boy Scout then led all present in the Pledge of Allegiance.

7:15:19 PM

COUNCILMEMBER PETERSON MOVED TO ADOPT THE AGENDA. COUNCILMEMBER LISONBEE SECONDED THE MOTION; ALL VOTED IN FAVOR.

7:15:32 PM

2. Presentation of the Syracuse City and Wendy's "Award for Excellence"

To Kinley Austad and Aaron Bigelow.

The City wishes to recognize citizens who strive for excellence in athletics, academics, arts and/or community service. To that end, in an effort to recognize students and individuals residing in the City, the Community and Economic Development, in conjunction with Jeff Gibson, present the recipients for the "Syracuse City & Wendy's Award for Excellence". This monthly award recognizes the outstanding performance of a male and female who excel in athletics,

academics, arts, and/or community service. The monthly award recipients will each receive a certificate and be recognized at a City Council meeting; have their photograph placed at City Hall and the Community Center; be written about in the City Newsletter, City's Facebook and Twitter Feed, and City's website; be featured on the Wendy's product television; and receive a $10 gift certificate to Wendy's.

Mayor Palmer noted both teens receiving the award for January 2015 were nominated by Syracuse Arts Academy School staff.

Kinley Austad

Kinley Austad is an amazing student that cares about everyone and is always helpful and respectful. She is a hardworking student, as demonstrated by her 4.0 academic grade point average. Kinley's teachers describe her as "very mature, helpful and respectful". She is always inclusive with all students and does not get caught up in teenage drama—she has better things to do. Her confident, mature personality shines through as you can count on a smile from Kinley whether it's in the halls, the classroom or the cafeteria—she brightens your day! Teachers continue by stating she is very quiet but worth taking the time to get to know—Kinley is a "hidden gem". She always comes to class ready to learn and work. In fact outside of school, she represents her community by performing in Showstoppers. She is currently rehearsing for a performance at the Hope Box Theater which supports families who have recently been affected by cancer. Throughout her school years, Kinley has been a model student, one that Syracuse Arts Academy and Syracuse City can be proud to claim as their own! Thank you Kinley!

Aaron Bigelow

Aaron Bigelow "is a whole lot of personality" as described by one of his teachers. He has an amazing singing voice and is always helpful and respectful. He is not only funny but fun to be around and lights up any room he enters. He is an excellent student (4.0) who works hard and is very willing to take on new challenges in all areas at school from the classroom to the stage. Some of his talents include being a wonderful singer and actor in school performances such as "The Little Mermaid" and in the band and choir concerts. Aaron has a contagious, happy attitude and surrounds himself with good friends. Aaron's Fifth Grade teacher describes him as one of the kindest and most respectful student she has ever had. She states, "He is still a great example." Aaron represents SAA in the best way possible as an awesome student dedicated to his academic efforts, stellar citizenship and as an all-around

great artist. We know that Aaron will continue to be a "shining star" for both his school and community. Thank you Aaron!

7:22:24 PM

3. Approval of Minutes:

The following minutes were reviewed by the City Council: Work Session and Regular Meeting of December 9, 2014.

7:22:47 PM

COUNCILMEMBER GAILEY MADE A MOTION TO APPROVE THE MINUTES LISTED ON THE AGENDA, AS PRESENTED. COUNCILMEMBER PETERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

7:23:24 PM

4. Public Comments

7:23:47 PM

TJ Jensen referenced the discussion during the work session meeting regarding a proposed agreement with Rocky Mountain Power that would provide the City an incentive for shifting its power load for irrigation water provision and noted he would suggest that the contract be amended to include language indicating the City will not collect and provide water usage data for individual water users. He then addressed the zone change listed under item six on the agenda and suggested that the Council table action on the application tonight as the Planning Commission is currently considering amending the ordinance that applies to such an application. He stated tabling would prevent the need for the property owner to pay another application fee at the time that he refiles. He noted that he would also suggest that the applicant submit a proposed agreement indicating his intended density for the project that would be considered in conjunction with the PRD application. He stated that the subject property is located mid-block and a PRD like the development behind Smith's at the corner of 1000 West and Antelope Drive makes sense because commercial development at the mid-block is not viable and it is important to focus commercial development at the major intersections of the City. He stated the residences located near the subject property are located in an R-3 zone and he feels they would prefer a PRD development versus a commercial use that could

create a negative impact on the area; an active retirement community would be more sensible for the area. He concluded since there are so many variables at play, he would recommend tabling action on the application.

7:26:31 PM

Corey Green stated he is present to address an issue he is passionate about; he asked if the Chief of Police of Syracuse City is required to take an oath of office when appointed to his position. Mayor Palmer answered yes. Mr. Green asked if the oath includes upholding and defending the Constitution of the United States, to which Mayor Palmer answered yes. Mr. Green stated that he is concerned about the Police Chief's stance on the second amendment due to his action in response to a constitutional carry bill that was carried through the Utah House of Representatives and Senate. He stated the Chief submitted a letter to the Governor's Office asking for a veto of the constitutional carry bill and he feels that counteracts his oath of office to uphold the Constitution. He stated he is not anti law enforcement, but he wants accountability and wonders how someone can take an oath of office and then submit a letter that the public is not aware of. He stated this has happened in other cities in the State and he inquired as to the City Council's position on the issue. Mayor Palmer stated the City Council supports the second amendment of the Constitution and he asked Councilmember Johnson to explain the action the City Council has taken regarding this issue. Councilmember Johnson stated that as a result of some of the things that occurred at the time that the constitutional carry bill was being debated by the House and Senate, he drafted a resolution supporting the second amendment; the resolution is a public document and was sent to www.UtahGunRights.com and addresses the letters sent by the Police Chiefs in the State of Utah. He stated the Council did not agree with the letter sent by the Police Chiefs. Mayor Palmer added that the resolution was voted upon by the City Council and was adopted unanimously. He noted 29 of the 30 sheriffs in the State of Utah also supported the constitutional carry bill. He stated he feels the action taken by the City Council essentially voided the letter sent by the Police Chief.

7:31:30 PM

Pat Zaugg referenced the application for PRD zoning near Banbury Drive; she attended the Planning Commission meeting where the application was considered and Mr. Craythorn commented that he was trying to get approval for a road to access Antelope Drive and it was suggested that the application be tabled until the request for the road could be considered by the Utah Department of Transportation; she feels that is an important approval for the City to wait for. She added there

was also no discussion about Mr. Pearson's concerns regarding locating residents so close to his automotive business due to the noise generated by his business; he does not want to deal with complaints about his business by residents living in the proposed PRD. She concluded that before the City Council takes action on this application, all issues need to be addressed. She suggested to Mr. Craythorn that he contact the LDS Church to see if he may be interested in the working with him to address the issues with the length of the road in the proposed development. She then referenced a recent officer involved shooting that took place in Syracuse and she expressed her sympathies to the Police Officers that have dealt with that situation as well as the family of the resident that lost his life. She stated it would be good for the City Council to recognize the situation as well.

7:34:19 PM

5. Public Hearing – Proposed Resolution R15-01 amending the Syracuse City Consolidated Fee Schedule by making adjustments throughout.

A memo from the Finance Director explained staff periodically reviews and recommends changes to the consolidated fee schedule. I am recommending the changes outlined in red in Exhibit A. The changes include several Community & Economic Development items as discussed below. It also includes rental fees for the ice skating rink and street light installation charges. Below is a summary of changes from the Community & Economic Development Department:

Development Application Fees

Residential Development Plat		
~~Sketch Plat~~	~~$225~~	~~$25 per lot~~
~~Each Revised Sketch Plat~~	~~$50~~	~~$15 per lot~~
Concept Plan Review	$225	
Revised Concept Plan	$75	

Now that Concept review is handled by staff the fee should be reduced.

Application Fees

~~Conditional Use (Major)~~	~~$100~~	
~~Conditional Use (Minor)~~		
Conditional Use (Major)	$100	
Conditional Use (Minor)	$100	
Conditional Use	$0	
(Home Occupation with no customer visits to home)		

Minor home occupation with no home visits by customers are less time consuming to review, require no on-site inspection by staff and can be handled under the business license review.

Public Noticing fees		
Public Notice Signs	$6	Per sign
~~Mailing List Generation~~	~~$25~~	~~Per Application~~
Noticing Fee for impacted residents	$1	Per Address

The City does not have the most up to date parcel data available for generating mailing lists. The applicant will need to provide the mailing labels from the County Recorder. This ensures that recent property transfers are not missed in the mailing of public notices.

Home Occupation	~~$45~~	$25
Commercial Business	$25	

Make the Application fees for Home Businesses and Commercial Businesses consistent.

Business License Fees

Commercial Business (Temporary-6 month max)	$25	
Fireworks Stands	$400	($200 refundable clean-up deposit)

Firework stands are very time consuming to process, administrative staff time averages over 3 hours per application, in addition to review and site inspections by the Fire Marshal and Building Inspector. Our current fees are considerably lower than any surrounding City. Firework stands and tents are not removed in a timely manner because we do not have a clean-up deposit like other cities.

Farmer's Market Fees

~~Booth Rental Produce~~	~~$10~~	~~Per Week~~	~~$130~~	~~Per Year~~
~~Booth Rental Merchandise, retail~~	~~$15~~	~~Per Week~~	~~$195~~	~~Per Year~~
~~Power Rental for Booth~~	~~$5~~	~~Per Week~~	~~$65~~	~~Per Year~~
~~Basket Rental~~	~~$5~~	~~Per Basket~~		
Prepared Food/Retail Sales	$20	Per Week	$200	Per Season
Cottage Food	$10	Per Week	$100	Per Season
Produce	$5	Per Week	$50	Per Season

Power	$10	Per Week	$50	Per Season

The revised fees are proposed to encourage more produce as well as encourage vendors to sign up for the whole season.

Ice Rink Rental (Skate Rentals not included)	$50	Per 2 Hour Session

7:34:55 PM

Mr. Marshall reviewed his staff memo.

7:37:13 PM

The Council discussed the proposal to increase the fee for fireworks stands, with a focus on whether the fee will deter fireworks stands from locating in Syracuse City, which would result in a decrease in sales tax revenues associated with fireworks sales. Community Development Director Christensen noted that the proposed fee would simply cover the staff time spent on processing firework stand applications.

7:40:52 PM

Councilmember Lisonbee asked for clarification regarding the fee relating to the mailing list obtained from Davis County for certain development applications. Ms. Christensen stated that applicants will be required to obtain mailing lists from Davis County in order to ensure the most up to date mailing data is used for public hearing notices. Councilmember Lisonbee suggested that the City work with Davis County to obtain the list directly from the County rather than relying upon the applicant to obtain the list; the applicant could potentially amend the list by removing the name of a person that may feel would be opposed to their application. Ms. Christensen stated she will work with the County to determine whether it is an option to obtain an electronic list from the County upon the County receiving payment from an applicant.

7:44:28 PM

Mr. Marshall continued review of his staff memo.

7:45:21 PM

The Council engaged in a discussion regarding the proposal to include a rental fee for the ice rink and ice skates. There was a focus on whether providing the ice rink for private rental through the City is a step towards the City essentially managing the ice rink, with Councilmembers Duncan and Johnson stated they would be opposed to that as doing so would create competition with private industry. Mr. Bovero stated the concept is that the ice rink is a public facility and his proposal is based upon treating that public facility the same as other public pavilions and parks.

7:52:09 PM

Mr. Marshall continued review of his staff memo.

7:53:13 PM

Mayor Palmer opened the public hearing.

7:53:26 PM

TJ Jensen stated that since the City Council will be meeting in the budget retreat in the near future it is important to consider the idea of breaking up culinary water rates to allow people to pay for 1,000 gallons rather than paying for a flat rate for up to 8,000 gallons. He suggested that staff look at that idea again to help residents that use less water. He then stated that in his role as a Planning Commissioner he has talked to several residents who feel that Syracuse's fees are high and may deter development. He stated he has not had a chance to research the fees charged in other cities, but wanted to pass on the comments he has heard from residents and developers for Council consideration. He concluded he is not opposed to the proposed resolution amending the fee schedule, but asked the Council to keep in mind that the document affects many people.

7:55:07 PM

There were no additional persons appearing to be heard and Mayor Palmer closed the public hearing.

7:55:41 PM

COUNCILMEMBER DUNCAN MADE A MOTION TO ADOPT PROPOSED RESOLUTION R15-01 AMENDING THE SYRACUSE CITY CONSOLIDATED FEE SCHEDULE BY MAKING ADJUSTMENTS THROUGHOUT. COUNCILMEMBER GAILEY SECONDED THE MOTION.

7:55:57 PM

Council discussion regarding the motion and the proposed changed to the fee schedule ensued, with a heavy focus on the fee proposed for fireworks stands. Councilmember Duncan emphasized that he feels a higher fee will deter fireworks stands from locating in Syracuse, which will result in reduced sales tax revenues. Councilmember Gailey stated that brick and mortar businesses may see a lower fee for temporary fireworks stands as unfair. Councilmember Lisonbee stated that temporary businesses do not create the same impact on the City as brick and mortar businesses create. Discussion continued with focus on being competitive with other cities fees, and Councilmember Gailey noted he feels the fees should cover staff

time and costs associated with processing an application. Mayor Palmer stated he feels the fee could be increased to cover staff time and costs, maybe not to the proposed $200 level, but a slight increase and he does not feel that increase will deter fireworks stands from locating in the City. Councilmember Lisonbee stated she is not opposed to charging a fee, but she is opposed to raising the fee too high just to recoup the cost expended by the City in processing an application. Councilmember Johnson stated he is more in favor of incentivizing business to locate in the City than imposing fees to cover staff costs. Councilmember Duncan suggested fireworks stands be charged a $50 license fee with a $200 stand removal deposit. Councilmember Johnson and Lisonbee as well as Mayor Palmer stated they support that recommendation. Councilmember Gailey compared fireworks stands to exhibitors at the City's Farmer's Market and asked if the fireworks standards are open for a comparable amount of time as Farmer's Markets booths. Ms. Christensen stated a Farmer's Market vendor could pay $200 for 10 Wednesdays throughout the Farmer's Market season and fireworks stands could be opened for a maximum of 30 days. She stated her recommendation would be that the Council direct staff to conduct additional research regarding the amount of tax revenue generated by fireworks stands. The Council briefly compared the fee for fireworks stands to fees for other temporary businesses, such as shaved ice stands, and Councilmember Johnson concluded he is not supportive of increasing the fee for fireworks stands. Councilmember Duncan added that he is supportive of lower fees for temporary businesses because such businesses attract people to the City's downtown area, which results in more success for brick and mortar businesses and increased sales tax for the City. Ms. Christensen noted the fee schedule proposal includes a decrease to the fee for produce vendors at the Farmer's Market from $130 to $50 for the entire season. Councilmember Duncan wondered if the City should be incentivizing produce vendors over other types of vendors at the Farmer's Market. Councilmember Lisonbee stated she is supportive of incentivizing produce vendors at the Farmer's Market. Discussion of all Farmer's Market fees continued, with the Councilmember Duncan wondering if the City has reached the point of being able to privatize the Farmer's Market this year. Ms. Christensen stated staff will provide a presentation to the Council regarding that option at the upcoming budget retreat.

8:20:59 PM

Councilmember Duncan suggested that another member of the Council make an amended motion. He indicated he is in favor of removing skate rental from the fee schedule, lowering the fee for produce vendors at the Farmer's Market and maintaining all other Farmer's Market fees, and increasing the fee for fireworks stands to $50 with a $200 refundable deposit for removal of the fireworks stand and tent.

8:21:30 PM

COUNCILMEMBER LISONBEE MADE A MOTION TO AMEND THE PROPOSAL FOR AMENDMENTS TO THE SYRACUSE CITY FEE SCHEDULE BY REMOVING THE FEE FOR ICE SKATE RENTAL, INCREASING THE FIREWORKS STAND BUSINESS LICENSE FEE TO $50 WITH A $200 REFUNDABLE DEPOSIT FOR FIREWORKS STAND AND TENT REMOVAL, REDUCING THE FEE FOR PRODUCE RELATED VENDORS AT THE FARMER'S MARKET TO $50, REDUCING THE FEE FOR PREPARED FOOD RETAIL SALES VENDORS AT THE FARMER'S MARKET TO $150 PER SEASON OR $15 PER WEEK. COUNCILMEMBER DUNCAN SECONDED THE MOTION.

8:23:02 PM

A brief discussion clarifying Councilmember Lisonbee's motion ensued.

8:24:02 PM

Mayor Palmer stated there has been a motion and second to amend the fee schedule proposal and he called for a vote. ALL VOTED IN FAVOR, WITH THE EXCEPTION OF COUNCILMEMBER PETERSON, WHO VOTED IN OPPOSITION.

8:24:12 PM

Mayor Palmer called for a vote on the original motion. ALL VOTED IN FAVOR.

8:24:31 PM

6. Proposed Resolution R15-02, General Plan amendment request from General Commercial to Planned Residential Development Zone, located at 1600 W. 1700 S., applicant Q-2 LLC.

A memo from the Community and Economic Development Director explained the current general plan designation for this parcel is General Commercial. The applicant has requested to break up the parcel and zone the northern part as Planned Residential Development while leaving a little over one half acre along Antelope Drive in the General Commercial zoning. The applicant has indicated intent to develop a 55 and older patio home community. A rezone will also be required upon approval of this application. The applicant requested both portions of his property adjacent to Banbury Dr. be General Planned PRD. The Planning Commission did not feel that the PRD zone was appropriate for the west side of Banbury. The

applicant requested a recommendation on the east portion of the property and will amend his application to address a more suitable zone for the west parcel. The Planning Commission recommends approval to the City Council for the General Plan Amendments for the following: property owned by Q-2, LLC, at approximately 1600 W 1700 S, from General Commercial to PRD (Planned Residential Development), subject to all applicable requirements of the City's municipal codes.

8:25:04 PM

Applicant Eric Craythorn approached the Council and provided an overview of his application and development proposal. The property has been listed for sale for the past nine years for commercial development according to the General Plan for the property. Initially there was some interest in the property, but upon residential development of adjoining parcels, there is no interest in the property by commercial developers. He has researched the highest and best use of the property and feels his proposal is appropriate. The PRD zone was recommended. Councilmember Johnson asked who recommended the PRD zoning. Mr. Craythorn stated no member of staff recommended the PRD zone to him; rather upon his own research he determined that PRD would be most appropriate for buffering between single family residential and commercial uses. He noted there was not much opposition to his application at the recent Planning Commission meeting and the majority of the Planning Commission was supportive of his idea. There were two dissenting votes, but he does not feel that dissention was based upon his idea, but rather the timing of proposed amendments to the PRD zoning ordinance. He noted he would be happy to enter into a development agreement to be approved in conjunction with the proposed rezone to specify density, use, and anything else the Planning Commission and City Council feel are appropriate for the subject property.

8:30:24 PM

Councilmember Duncan expressed his concern regarding PRD developments in the City and indicated that opposition to PRD developments by existing residents has been a persistent theme in the City. He noted he would be willing to table the application and support R-3 zoning for the subject property, but the City has been making a conscious effort to reduce PRD zoning in the City. Councilmember Johnson agreed and stated that his feelings are based upon the feedback the Council has heard from residents.

8:32:49 PM

Mr. Craythorn stated it will be tough to preserve the commercial frontage of the property in conjunction with single family residential development of the remainder of the property. He stated he feels the Planning Commission made a thoughtful decision regarding his application.

8:33:58 PM

Councilmember Lisonbee Gailey stated that he does not have a problem with the other retirement PRD communities in the City and he feels there is a market for those types of developments. Councilmember Duncan agreed there is a market for it, but many citizens have expressed their opposition to those types of developments in the City. Councilmember Peterson stated it is necessary to separate the fear of PRD from the application; this is not a townhome request and is, instead, a request for a development that has been proven successful in the community. He stated similar existing neighborhoods are very nice and he has never heard complaints about them; he lives next to one and loves it. He stated there is a fear of PRD because of the maximum density allowed, but Mr. Craythorn has indicated he is willing to enter into a development agreement with densities approved by the City Council and he feels that will create a positive result for the City. Councilmember Duncan stated he feels that cities that build too many senior living communities will rue the day they have done that and will feel they did something wrong. He stated he feels that market may be viable today, but may not be 10 or 20 years from today.

8:36:52 PM

Councilmember Lisonbee stated she feels Mr. Craythorn is talking about building something different than Stoker Gardens or a townhome PRD. She is assuming he plans to build single family dwellings. Mr. Craythorn added the dwellings will be owner occupied and will average between $300,000 and $360,000 per unit. She stated she feels that type of community is attractive to more than just senior citizens. She added, however, that once the General Plan amendment is approved, the City Council must grant approval of a rezone request and cannot require a development agreement. She stated if the Council agrees that housing is the best use for the subject property, she would recommend tabling the application and work to amend the PRD ordinance before the application is reconsidered. Councilmember Duncan asked Mr. Craythorn if he would accept R-3 zoning for the property. Mr. Craythorn stated he is unsure. Ms. Christensen stated the concept for the development is very similar to the phases one and two of the Trailside Subdivision, which includes open space that could be used to buffer between commercial uses and the residential use. Discussion ensued with a focus on the comparison between Mr. Craythorn' s proposal and the existing PRD developments in the City, with Mr. Craythorn noting he does not feel R-3 zoning would allow him to complete the type of development he is interested in due to approach issues. He reiterated he does not plan to construct four-plexes and rather, he plans to construct two unit attached dwellings with a shared driveway, which would not be permitted in the R-3 zoning designation.

8:42:03 PM

Mayor Palmer asked Mr. Craythorn if he would agree to a density of six units per acre. Mr. Craythorn stated his concept design includes a density of approximately 7.4 units per acre; lower densities may negatively impact the success of the development. Councilmember Lisonbee inquired as to the density of the Trailside Subdivision. Ms. Christensen stated it is an R-1 cluster and not a PRD development; the highest density allowed was 4.75 units per acre. She added that the PRD ordinance allows the City Council to set the density between one and 12 units per acre; she noted the Council could table the application and request a concept plan and development agreement they would be comfortable with. Councilmember Lisonbee stated that she was under the understanding that the development would include single family homes and not attached dwellings; she feels single family homes would have better long term viability in the area. Councilmember Johnson stated he feels it would be best to wait for the amendments to the PRD zone; he currently does not favor the existing PRD ordinance, but if it were changed to allow only six units per acre and some duplexes he may favor it. Councilmember Duncan agreed and stated he anticipates the density allowed in the PRD zone will be decreased upon amendments to the ordinance.

8:45:29 PM

Mr. Craythorn provided the Council with information regarding successful developments he has completed in the past and noted that he likes the idea of more open space in a community more than single family developments with smaller lots. He stated he likes bigger lots and bigger homes to attract a certain demographic.

8:47:08 PM

General Council discussion of the application ensued, with Councilmember Gailey reiterating the Council has all the control over density in a PRD development and he suggested the Council table the application and ask Mr. Craythorn to come back with a concept plan. Ms. Christensen stated the concept plan could be used to create a development agreement dictating zoning and design of the subdivision. Councilmember Johnson stated that would also give the Planning Commission and City Council time to make amendments to the PRD ordinance. Discussion of Councilmember Gailey's suggestion continued, with the Council agreeing on the idea of tabling the application for additional work to be done relative to design and density of the development. Mr. Craythorn stressed he is not willing to accept the R-3 zoning designation because he is opposed to small homes on very small lots. He stated his idea for the development is approximately 50 units that would be close to the City's downtown, parks, and trail system. He stated he feels it is ideal and a sound concept.

8:52:27 PM

Councilmember Lisonbee referenced the small piece of property on the other side of Banbury Drive and asked why it could not be part of the PRD development and designated as open space for the development. Ms. Christensen stated there is no reason that could not happen. Councilmember Johnson stated he feels the application should be tabled and the Planning Commission should be directed to consider the PRD ordinance. Discussion continued.

8:55:27 PM

COUNCILMEMBER LISONBEE MADE A MOTION TO TABLE PROPOSED RESOLUTION R15-02, GENERAL PLAN REQUEST FROM GENERAL COMMERCIAL TO PLANNED RESIDENTIAL DEVELOPMENT ZONE, LOCATED AT 1600 WEST 1700 SOUTH, APPLICANT Q-2 LLC, AND DIRECT THE PLANNING COMMISSION TO SPEEDILY REVIEW THE PRD ORDINANCE AND RETURN IT TO THE CITY COUNCIL WITHIN THE NEXT TWO MEETINGS OR AS SOON AS POSSIBLE THEREAFTER. SHE ALSO DIRECTED THE PLANNING COMMISSION TO RE-REVIEW THE APPLICATION AND CONSIDER ADDING THE SMALL PARCEL OF PROPERTY TO THE ENTIRE AREA SUBJECT TO THE PRD APPLICATION. COUNCILMEMBER DUNCAN SECONDED THE MOTION; ALL VOTED IN FAVOR.

8:56:53 PM

7. Proposed Resolution R15-03, General Plan amendment request from Neighborhood Services and R-3 Residential to Professional Office Zone, located at 1407 S. 2000 W., applicant Q-2 LLC.

A memo from the Community and Economic Development Director explained the current general plan designation for this parcel is Neighborhood Services and R-3 Residential. The applicant has requested a change to Professional Office. This lot is very long and narrow making it very difficult for residential development. The General Commercial zone will allow for increased development possibilities including a potential assisted living facility. City staff has no issues with this request. The Planning Commission held a public hearing on the request on January 6, 2015. Staff had a concern that this property was within a High Priority Corridor designated by UDOT and therefore restricted from final action pending notification to UDOT and a 45 day waiting period. Please see the attached email from Randy Jeffries noting that this parcel is not affected by the widening of 2000 West and no waiting period is required. The Planning Commission recommends

approval to the City Council for the General Plan Amendments for the following: property owned by Q-2, LLC, at approximately 1407 S 2000 W, from Neighborhood Services and R-3 to Professional Office, subject to all applicable requirements of the City's municipal codes.

8:57:29 PM

Mr. Craythorn summarized Ms. Christensen's staff memo and provided a brief history of the subject property.

9:00:28 PM

Councilmember Johnson referenced Ms. Zaugg's comments regarding contacting the LDS church to see if they could be of some assistance in addressing the issues with the length of the road proposed for the development. Mr. Craythorn stated he has not contacted the church relative to this application. General discussion regarding the marketability of the property ensued, with Mr. Craythorn noting that both adjacent property owners have expressed their comfort with the proposal, though they may be concerned about traffic. Councilmember Duncan stated he is comfortable with the proposal as long as it does not negatively impact adjacent properties; he added he feels professional office is a good use of the property.

9:04:38 PM

COUNCILMEMBER DUNCAN MADE A MOTION TO ADOPT PROPOSED RESOLUTION R15-03, GENERAL PLAN AMENDMENT REQUEST FROM NEIGHBORHOOD SERVICES AND R-3 RESIDENTIAL TO PROFESSIONAL OFFICE ZONE, LOCATED AT APPROXIMATELY 1407 S. 2000 W., APPLICANT Q-2 LLC. COUNCILMEMBER GAILEY SECONDED THE MOTION; ALL VOTED IN FAVOR.

9:04:56 PM

8. Proposed Ordinance 15-01, Rezone request from R-3 Residential to Professional Office Zone, located at 1407 S. 2000 W., applicant Q-2 LLC.

A memo from the Community and Economic Development Director explained as presented this property it contingent upon the previous General Plan Amendment. The applicant has requested a change to Professional Office. This lot is very long and narrow making it very difficult for residential development. The Professional Office zone will allow for increased development possibilities including a potential assisted living facility. City staff has no issues with this request.

The Planning Commission held a public hearing on the request on January 6, 2015. Staff had a concern that this property was within a High Priority Corridor designated by UDOT and therefore restricted from final action pending notification to UDOT and a 45 day waiting period. Please see the attached email from Randy Jeffries noting that this parcel is not affected by the widening of 2000 West and no waiting period is required. The Planning Commission recommends approval to the City Council for the Rezone request for the following: property owned by Q-2, LLC, at approximately 1407 S 2000 W, from R-3 to Professional Office, subject to all applicable requirements of the City's municipal codes.

9:05:29 PM

COUNCILMEMBER LISONBEE MADE A MOTION TO ADOPT PROPOSED ORDINANCE 15-01, REZONE REQUEST FROM R-3 RESIDENTIAL TO PROFESSIONAL OFFICE ZONE, LOCATED AT 1407 S. 2000 W., APPLICANT Q-2 LLC. COUNCILMEMBER DUNCAN SECONDED THE MOTION.

9:06:31 PM

9. Final Plan Approval Ninigret North II, located at approximately 1550 S. SR-193, R-3 Residential and GC General Commercial Zone.

A staff memo from the Community and Economic Development Director explained the Council approved the preliminary plat but requested the staff confirm that the commercial zone north of the school site and along SR-193 is in conformance with general plan and zoning maps approved in August 2014. The plat as currently submitted has not changed and more specifically the depth of the commercial lots and location of the cul-de-sac have remained consistent with the general plan and zoning approvals. The following exhibits are provided as a timeline for the project, to clarify the question raised as to the approved Rezone Boundary of the Commercial Area.

Ninigret North II-History Timeline

July 1, 2014 **(Exhibit A)**

Application filed to Amend General Plan to CG and R-3 with Map and Legal Descriptions

The initial proposal by the applicant was to have all of the area west of the power corridor up to the boundary of the EDA be General Planned R-3(the SAA was included within the R-3 Zone, west of 1550 West) with the exception of 3.575 Acres west of 1550 West to be General Commercial.

August 5, 2014 **(Exhibit B)**

Planning Commission held a public hearing on the proposed General Plan/Zoning Amendment.

The Planning Commission modified the request and recommended a General Plan Amendment with the General Commercial area being extended to the east, up to the power corridor, with the remaining property being designated as R-3

August 12, 2014 **(Exhibit C)**

The City Council reviewed the recommendation from the Planning Commission. The discussion entailed the desire of the Council to move the school site from the west side of 1550 West and maintain the Business Park Zone on the west, while increasing the commercial area on the east to 5 Ac.

For the purpose of this discussion staff has added to the submitted documents, the dimensions (in red) of the areas in question. The depth of the Commercial area proposed by the developer shows lots that are ~219 feet deep; and ~285 feet total commercial zone, including road.

August 26, 2014 **(Exhibit D)**

Based upon the Council's request, the applicant amended the layout for the property, putting the SAA on the east side of 1550 West and adding additional commercial. Staff prepared colored General Plan Maps and Zoning Maps, the applicant submitted the proposed layout via email, identifying 5 acres of General Commercial.

For the purpose of this discussion staff has added to the submitted documents, the dimensions (in red) of the areas in question. The revised plat shows Commercial area as amended to be ~262 feet deep; and ~329 feet total commercial zone, including road.

December 9, 2014 **(Exhibit E)**

The Preliminary Plat shows the same measurements of depth from August 26, 2104, with 5 acres of commercial consistent with the August 26, 2014 General Plan and Zoning Approvals.

January 13, 2015 **(Exhibit F)**

The Plat submitted shows the same depth, the 5 acres of commercial has been divided into 5 lots to address Councilmember Duncan's concerns from December.

(Exhibit G)

Example of the type of commercial which could fit in the Commercial Area.

The Syracuse City Planning Commission hereby recommends that the City Council approve the final plat for the Ninigret North II Subdivision, located at approximately 1550 West 200 South subject to meeting all requirements of the City's Municipal Codes and City staff reviews.

9:06:57 PM

Ms. Christensen reviewed her staff memo.

9:07:51 PM

Council discussion of the road name in the development ensued, with applicant Gary McEntee stated he is comfortable with designating the road as 1550 West. Ms. Christensen stated the road bends to the west and it not best to give it a number for its name. The Council ultimately determined to name the road 1550 West with the option to change the name of the road via resolution at a future date.

9:13:11 PM

COUNCILMEMBER PETERSON MADE A MOTION TO GRANT FINAL PLAN APPROVAL FOR NINIGRET NORTH II, LOCATED AT APPROXIMATLEY 1550 S. SR 193, R-3 RESIDENTIAL AND GC GENERAL COMMERCIAL ZONE, AND NAME THE STREET 1550 WEST. COUNCILMEMBER GAILEY SECONDED THE MOTION.

9:13:49 PM

Councilmember Johnson stated that he will vote no because he would have preferred to see 300 South moved further to the south to provide for additional depth for commercial development. He stated he feels the current plan will reduce the viability of the commercial area of the project. Councilmember Lisonbee stated that moving the road would negatively impact the Arts Academy, which has already purchased ground in the project area.

9:14:48 PM

Mayor Palmer stated there has been a motion and second to grant final plan approval and he called for a vote. ALL VOTED IN FAVOR, WITH THE EXCEPTION OF COUNCILMEMBER JOHNSON WHO VOTED IN OPPOSITION.

9:15:07 PM

10. Authorize Administration to execute Energy Management

Agreement with EnerNOC, Inc. for Irrigation Load Control Program.

A staff memo from the Public Works Director explained Rocky Mountain Power has partnered with EnerNOC to provide an energy reduction incentive program, so named the Irrigation Load Control Program to eligible customers in Utah and Idaho. This program was developed to ease the burden of high peak power demands from irrigation pumping during June 1 to Sept 30. Those who choose to enroll in the program will earn cash incentives for temporarily reducing electricity use by shutting off irrigation pumps during peak demand periods. Incentive rates can be up to $25/kW savings, which is estimated at approximately $13,000/year for all three of our pump stations. There is no enrollment fee for Syracuse City to participate in the program. Load Control Events are determined and notification is made 24 hours in advance. Syracuse is given the option to participate during the event. Opting out has no penalties. Events can last up to four hours/day, but are limited to 52 hours per season. Agreement and Earnings estimates are attached.

9:15:19 PM

COUNCILMEMBER LISONBEE MADE A MOTION TO TABLE AUTHORIZE ADMINISTRATION TO EXECUTE ENERGY MANAGEMENT AGREEMENT WITH ENERNOC, INC. FOR IRRIGATION LOAD CONTROL PROGRAM. COUNCILMEMBER DUNCAN SECONDED THE MOTION.

9:15:40 PM

Councilmember Lisonbee stated she feels more research can be done to answer the questions raised by the Council during the work session. She would like further discussion at a future extended work session.

9:16:46 PM

Mayor Palmer stated there has been a motion and second to table the proposed agreement and he called for a vote. ALL VOTED IN FAVOR.

9:16:58 PM

11. Award and authorize Administration to execute agreement with E.K. Bailey for 3000 West culinary and secondary water line project.

A staff memo from the Public Works Director explained this culinary and secondary waterline project is one that was identified on our list presented to City Council as a high priority due to the age and restrictions the existing undersized

lines place on the system. This project will involve the replacement of an existing 4" secondary main with an 8" main and abandonment of an existing 8" culinary main on 3000 West from 700 South north to the City border (200 South). Public Works is pleased with the bid results and recommends awarding the project to E. K. Bailey Construction, Inc. The construction will begin as soon as contract documents are in place and will be completed by early summer of 2015. The bid amount for the total project was $394,195.634.37 below the budget for the project. The memo concluded staff recommends that the bid be awarded to E. K. Bailey Construction, Inc.

9:17:09 PM

COUNCILMEMBER LISONBEE MADE A MOTION TO AWARD AND AUTHORIZE ADMINISTRATION TO EXECUTE AGREEMENT WITH E.K. BAILEY FOR 3000 WEST CULINARY AND SECONDARY WATERLINE PROJECT. COUNCILMEMBER DUNCAN SECONDED THE MOTION.

9:17:36 PM

Councilmember Peterson inquired as to the provisions for change orders to the agreement; the price seems fairly low and he wondered if it would be easy for the contractor to get approval for a change order. Public Works Director Whiteley stated that staff will hold the contractor's feet to the fire relative to the items they submitted a bid for. Change orders are typically associated with unknown factors that the staff cannot see underground. Councilmember Lisonbee added that Mr. Whiteley communicated that he called the contractor and inquired as to the reason for their low bid. Mr. Whiteley stated that is correct and noted the contractor admitted that he reduced his price at the last minute because he was trying to be aggressive with his bid; he regretted that, but would still honor the bid as submitted.

9:20:12 PM

Mayor Palmer stated there has been a motion and second to approve the agreement and he called for a vote. ALL VOTED IN FAVOR.

9:20:21 PM

12. Councilmember reports.

At each meeting the Councilmembers provide reports regarding the meetings and events they have participated in since the last City Council meeting. Councilmember Duncan's report began at 9:20:30 PM. He was followed by Councilmembers Lisonbee, Johnson, and Gailey. Councilmember Peterson indicated he had nothing to report.

9:25:56 PM

13. Mayor's Report.

At each meeting the Mayor provides a report regarding the meetings and events he has participated in since the last City Council meeting. Mayor Palmer's report began at 9:26:08 PM .

9:26:40 PM

14. City Manager report

City Manager Bovero's report began at 9:26:44 PM . He provided an update regarding the City's ice rink project.

At 9:31:26 PM COUNCILMEMBER DUNCAN MADE A MOTION TO ADJOURN. COUNCILMEMBER PETERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

_____ _____

Terry Palmer
Mayor

Cassie Z. Brown, CMC
City Recorder

Date approved: _____

DRAFT

Minutes of the Syracuse City Council Work Session Meeting, January 27, 2015

Minutes of the Work Session meeting of the Syracuse City Council held on January 27, 2015, at 6:05 p.m., in the Council Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Mike Gailey
Craig A. Johnson
Karianne Lisonbee

Mayor Terry Palmer
City Manager Brody Bovero
City Recorder Cassie Z. Brown

Excused: Councilmember Douglas Peterson

City Employees Present:
Finance Director Steve Marshall
Police Chief Garret Atkin
Fire Chief Eric Froerer
Community and Economic Development Director Sherrie Christensen
Parks and Recreation Director Kresta Robinson
Human Resources Manager Shauna Greer

The purpose of the Work Session was to hear public comments; review comprehensive edits to the first 11 chapters of the Personnel Policy Manual; discuss the design of the intersection of 3000 West and Antelope Drive; review and discuss City Council assignments and appointments; discuss a proposed ordinance amending title 10 re: second kitchens and yard landscaping (tabled from December 9, 2014); hear the concept plan report for Steeds Lakeview Farms Subdivision; have a discussion regarding a mid-year budget opening including capital projects for the fiscal year ending June 30, 2015; and discuss Council business.

6:02:01 PM

Public comments

TJ Jensen stated fuel costs are currently low and he suggested that the City do some investigation to see if there are opportunities to accelerate scheduled road projects in order to get better construction prices.

6:03:15 PM

Review comprehensive edits to the first 11 chapters of the Personnel Policy Manual

A staff memo from the Finance Director explained any questions about this agenda item may be directed at Finance Director Stephen Marshall. See the attached policy manual PDF documents. There is both a red line and a clean copy of the proposed edits to the first 11 chapters of the policy manual. Administration is presenting the first 11 chapters of the personnel policy and procedures manual to the City Council for a first reading. Administration's plan is to present half the policy manual now (Chapters 1-11) and the other half (Chapters 12-23) in the next few months so that the City Council has time to review the changes without being overwhelmed. This information was presented as a first reading to the City Council on November 19, 2014 with a plan to have a detailed discussion on the next extended work session.

6:03:33 PM

Finance Director Marshall reviewed his staff memo and facilitated a discussion of the proposed edits with the City Council. Councilmembers provided feedback and suggested edits to the document. Staff indicated they will make the requested changes and corrections and include an item on the next business meeting agenda to allow the Council to take final action on the proposed policy manual edits.

7:14:33 PM *The audio recording for the meeting failed at this point in the meeting.*

Discussion regarding the design of the intersection of 3000 West and Antelope Drive

A memo from the Public Works Director explained Syracuse City and UDOT are working together to improve the intersection of 3000 West Antelope Drive in an effort to improve traffic safety. In an effort to line up the offset asphalt roadways that exist on the north and south legs of the intersection, Syracuse City will expand the asphalt section along the west edge of the south leg. Syracuse City will also pipe a section of ditch along the east side of the north leg. UDOT will install a traffic signal and their anticipated cost is: $178,000. The anticipated cost to Syracuse City is $262,000 and the schedule on this is anticipated to begin in June 2015.

Mr. Whiteley reviewed his staff memo.

The Council discussed the design and concluded to fully fund Syracuse's portion of the installation of the traffic signal at the intersection of 3000 West and Antelope Drive.

Review and discuss City Council assignments and appointments

An administrative memo explained historically the City Council has reviewed the list of appointments and assignments at the beginning of each calendar year. Changes are typically made to the various appointments and assignments based on recent election results or other determining factors. The general assignment resolution that was adopted on 2014 is included herein for reference. The City has two additional appointments that have been addressed independent of the general assignment resolution: the City's position on the Wasatch Integrated Waste Management District (WIWMD) Board and the City's position on the North Davis Sewer District. Staff recommends the Council determine appropriate changes to the appointments and assignments in anticipation of adopting any changes at the February 10, 2015 business meeting.

Council discussion of the assignment and appointment resolution ensued. Councilmember Johnson indicated he can no longer serve as the Planning Commission liaison and as a voting member of the Utah League of Cities and Towns (ULCT) Legislative Policy Committee. Mayor Palmer volunteered to serve as a voting member of the ULCT Legislative Policy Committee. Councilmember Gailey volunteered to serve as the Planning Commission liaison. Public Works Director Whiteley noted that he has been elected to the Board of Directors for the Davis and Weber Canal organization.

City Recorder Brown stated she will make changes to the assignment and appointment resolution to reflect the discussion of the Council and include an item on the next business meeting agenda to allow the Council to take final action.

Continued discussion of proposed ordinance amending title 10 re: second kitchens and yard landscaping (tabled from December 9, 2014)

A staff memo from the Community and Economic Development (CED) Director explained staff has requested the proposed revisions to the City Code Title 10 regarding administrative issues regarding: second kitchens, not part of an

accessory dwelling unit and a requirement for landscaping to be installed within one year of occupancy of a dwelling. Staff has requested this amendment to allow home owners to construct second kitchens in their homes without requiring a conditional use permit for an accessory dwelling unit. Many people wish to have a second kitchen in their basements for entertaining or canning purposes. The Building Code and the Zoning Code currently require that be viewed as a second living unit and as such require additional permitting and expensive construction for fire walls, utility access, etc. The proposed amendment would allow homeowners to build a second kitchen, file a notice on the property that the kitchen is not approved as a second living unit, until such time that appropriate permits are obtained. This protects future home buyers who will receive notice prior to closing on the home that they cannot rent the basement as an apartment until it is brought up to code and has a permit issued. A draft Second Kitchen Agreement has been created to demonstrate how the ordinance would be administered. The agreement would be recorded and would only be binding until such time that permits were obtained to use the kitchen as part of an accessory dwelling unit. This is a common method used in many cities, examples can be found in Draper, Herriman, Hurricane, Murray, Pleasant Grove, Salt Lake City, Provo, and West Point. Also in the packet are excerpts from the International Building Codes. Under these codes the Building Inspector would still need to treat a kitchen as a second dwelling unit, unless the agreement noted above was recorded for assurance. The second part of the requested amendment is a requirement that landscaping be installed within one year of issuance of a certificate of occupancy. This will give homeowners at least one summer season to complete landscaping regardless of the month the home is completed. The Planning Commission held public hearings on the proposed amendments on October 21, 2014. At a public meeting on November 18, 2014 the Planning Commission recommended to the City Council the adoption of the proposed amendments. In making determination on Code amendments the City Council should review the City Municipal Code, Section 10-4-070(E)(1), which states the following:

> (E) Approval Standards. A decision to amend the text of this Title or the zoning map is a matter of legislative discretion by City Council and not controlled by any one standard. However, in making an amendment, the City Council should consider: (Ord. 10-02)
>
> 1. Whether it would be is consistent with goals, objectives and policies of the City's General Plan; (Ord. 10-02)

The memo concluded the Syracuse City Planning Commission hereby recommends that the City Council approve the adoption of the proposed ordinance Amending Title X.

Councilmember Johnson provided each member of the Council with a document detailing his suggestion to change the definitions of family and landscaping as follows:

FAMILY: (1) One individual living alone or one, but nor more than one at the same time, group of individuals described in the following subsections who together occupy a single family dwelling unit as one nonprofit housekeeping unit and who share common living, sleeping, cooking, and sanitation facilities.

(a) A head of household and all persons related to the head of household by blood, marriage, adoption, guardianship, or other duly authorized custodial relationship, and not more than two additional related or unrelated persons, including but not limited to, personal care or personal service providers.

(b) UP to four related or unrelated persons and any children of either individual, if any.

KITCHEN: means any room and/or other place used, or intended, or designed to be used for cooking, or for the preparation of food.

The Council briefly discussed the proposed ordinance and concluded to include an item on the next business agenda to allow for final action on an ordinance with Councilmember Johnson's edits.

Concept Plan Report – Steeds Lakeview Farms Subdivision

A staff memo from the Community and Economic Development (CED) Director explained staff is providing this report of the pre-application meeting conducted for the concept plan, Steeds Lakeview Farms Subdivision in accord with Syracuse City Code Section 8.20.030:

8.20.030 Pre-Application Review.

The developer shall meet with City staff to review the plan of the proposed subdivision. The pre-application meeting shall be attended by staff from applicable city departments, special service districts, county agency and others as deemed necessary by the Community Development Director.

The Community Development Director shall report to the Planning Commission and City Council of pre-application meetings during regular work sessions.

Details

Pre-Application Date: Wednesday, January 14, 2015

Subdivision Name:	Steeds Lakeview Farms
Location:	700 S 3000 W
Total Area:	46.82 Acres
Zoning:	R-2 with 31.10 net developable area
	Density Allowed 31.10@ 3.79 lots/acre=117 lots
	Requested 92 lots
	R-3 with 15.66 net developable area
	Density Allowed 15.66@ 5.44 lots/acre=85 lots
	Requested 49 lots

Ms. Christensen reviewed her staff memo.

Mid-year budget opening discussion including capital project discussion for the fiscal year ending June 30, 2015

A memo from the Finance Director explained each fiscal year, staff completes a mid-year review of our budget around the mid-point of the fiscal year to make recommendations on any needed changes to the current year budget. Along with this review, City Administration has worked with staff in updating and revising the capital projects list for upcoming projects. A separate spreadsheet regarding capital projects was included with the staff memo; the items in black are existing projects that have already been approved in previous budgets. The items in red are the proposed changes to the capital projects listing. City Administration is proposing adding two new projects as well as changing a couple of projects from the previous list; the total cost of the new projects would be approximately $832,000. These projects are needed to fix aging infrastructure. The City has cash in the funds to pay for the new projects. Along with the capital project changes, I have included a list below of requested budget changes in this budget opening:

General Fund

- $100,000 increase in sales tax revenue.
- -$4,000 decrease for liquor fund allotment.
- $25,000 increase in ambulance revenue.

- $6,500 increase for basketball program revenues.
- $3,000 increase for ice skating rink sponsorships.
- -$50,000 decrease in court fines.
- $7,000 increase in park reservations revenue.
- $27,000 increase in professional & technical for efficiency audit (total budget of $50,000)
- $51,325 increase for purchase of ice rink, skates, and construction supplies.
- $6,000 decrease in expense for liquor fund expenses.
- $617,000 increase in transfer of funds to transportation fund to pay for additional road construction projects and surface treatments.
    - Over the past 5 years we have added roughly $400,000 to fund balance. It looks like we will be adding the same amount to this fund balance. This would put us over the 25% cap. We are proposing committing this money to road construction projects and also adding another $217,000 from fund balance to draw the fund balance down to around 22%. This would still leave 5.3% or approximately 500k to 600k in fund balance above our required 16.7% in accordance with our fund balance policy.

Capital Projects Fund

- Decrease in capital lease payment of $25,000 for police vehicle lease.
- Increase in capital equipment of $25,000 for purchase of ambulance equipment and upgrades. The net change to the fund is 0.

Staff recommends moving forward with a budget opening on the February 10, 2015 meeting and adjusting the Syracuse City budget for the fiscal year ending June 30, 2015.

Mr. Marshall reviewed his staff memo.

The Council had a philosophical discussion regarding the best use of the available fund balance, ultimately concluding to fund the road projects suggested and to use a portion of the money to pay down the debt associated with the Jensen Nature Park bond with the intention of making the final bond payment next year and retiring the debt three years ahead of schedule. Mr. Marshall stated he will make the recommended changes to the budget opening proposal and include an item on the February 10 agenda to allow the Council to take final action.

Council business

The Council and Mayor provided brief reports regarding the activities they have participated in since the last City Council meeting.

The meeting adjourned at 8:15 p.m.

_____	_____
Terry Palmer	Cassie Z. Brown, CMC
Mayor	City Recorder

Date approved: _____

DRAFT

Minutes of the Syracuse City Council Special Meeting, January 27, 2015

Minutes of the Special meeting of the Syracuse City Council held on January 27, 2015, at 8:15 p.m., in the Council Chambers, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Mike Gailey
Craig A. Johnson
Karianne Lisonbee

Mayor Terry Palmer
City Manager Brody Bovero
City Recorder Cassie Z. Brown

Excused: Councilmember Douglas Peterson

City Employees Present:
City Attorney Clint Drake

1. Meeting Called to Order

Mayor Palmer called the meeting to order at 8:15 p.m.

2. Consideration of adjourning into Closed Executive Session pursuant to the provisions of Section 52-4-205 of the Open and Public Meetings Act for the purpose of discussing the character, professional competence, or physical or mental health of an individual.

COUNCILMEMBER DUNCAN MADE A MOTION TO ADJOURN INTO CLOSED EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF SECTION 52-4-205 OF THE OPEN AND PUBLIC MEETINGS ACT FOR THE PURPOSE OF DISCUSSING THE CHARACTR, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL. COUNCILMEMBER DUNCAN SECONDED THE MOTION. THE FOLLOWING ROLL CALL VOTE WAS TAKEN: VOTING "AYE" – COUNCILMEMBERS DUNCAN, GAILEY, JOHNSON, LISONBEE, AND PETERSON. VOTING "NO" – NONE.

The meeting adjourned at 8:16 p.m.

The meeting reconvened at 9:46 p.m.

At 9:46 P.M. COUNCILMEMBER DUNCAN MADE A MOTION TO ADJOURN. COUNCILMEMBER LISONBEE SECONDED THE MOTION; ALL VOTED IN FAVOR.

_____	_____
Terry Palmer	Cassie Z. Brown, CMC
Mayor	City Recorder

Date approved: _____

COUNCIL AGENDA

February 10th, 2015

Agenda Item #**5** **Public Hearing -** Proposed Resolution R15-04 amending the budget for the fiscal year ending June 30, 2015.

Factual Summation

- Any questions about this agenda item may be directed at Finance Director Stephen Marshall. See the attached PDF budget opening document as well as the capital project list summaries.

- Please review the attached letter drafted by Mayor Palmer. He has requested that I present his alternative proposal for the use of fund balance. He is proposing that the fund balance be saved and used for a future regional park facility.

- We discussed the budget opening and potential changes at our last council meeting. I have included the same information from the last meeting on this document updated with the revisions that were proposed by the City Council. To recap, we discussed funding additional road projects, increasing road surface treatment funding, and drawing down fund balance in order to pay off our 2005 sales tax bond. Here is how I calculated the projected fund balance change for FY2015 and the use of existing fund balance to pay off the 2005 sales tax bond:

    - **$400,000** – Transfer to Class C roads fund to fund new road projects and surface treatments. This is the projected increase in fund balance for FY2015. This is a combination of an increase in revenues (i.e. sales tax up 7.5%) and a decrease in expenses (departments not spending entire budget allotment).

    - **$500,000** – Transfer to park impact fee fund to pay off 2005 sales tax bond. We owe $835,000 in additional principal on the bond. We can use $500,000 from the general fund unrestricted balance in combination with $335,000 from the parks impact fee fund balance to pay off the additional $835,000 owed on the bond. Total interest savings = $108,875.

- **$335,000** – budget additional funds from the park impact fee fund balance to pay off the 2005 sales tax bond. This amount combined with the $500,000 of unrestricted general fund balance would pay the additional $835,000 owed on the bond.

- **<u>General Fund - Unrestricted Fund Balance Calculation:</u>**
  - **FY2014 fund balance** = $2,145,746 or 22.3% of $9,636,109 FY2014 revenues.
  - **FY2015 fund balance estimate** = $2,545,746 or 25.8% of $9,850,000 FY2015 revenue estimate.
  - **FY2015 - 16.7% minimum balance** = $1,645,000 of $9,850,000 FY2015 revenues estimated.
  - **Fund balance available to use** = $900,746 ($2,545,746 – 1,645,000)
    - $400,000 to Class C roads
    - $500,000 to Park Impact fund to pay off 2005 sales tax bonds.

- Please review the detailed capital projects listing attached with this document for recommended changes. As a summary, here are the proposed changes to capital projects for FY2014 – 2015. I have worked with Brody Bovero and Robert Whiteley in updating and revising this capital projects list.

  - Antelope Drive / 3000 West intersection improvement = $440,500.
  - Allison Way – Sewer main replacement with road repair = $160,000.
  - 1000 West – 1700 South to 2075 South – all utilities and road reconstruction = $685,000.
  - Various road improvement projects (1475 west, 3300 south, etc) = $290,000.

- Along with the capital project changes and debt pay off, I have included a list below of other requested budget changes in this budget opening:

  <u>General Fund</u>
  - $100,000 increase in sales tax revenue.
  - -$4,000 decrease for liquor fund allotment.
  - $25,000 increase in ambulance revenue.
  - $6,500 increase for basketball program revenues.
  - $3,000 increase for ice skating rink sponsorships.
  - -$50,000 decrease in court fines.
  - $10,000 increase in park reservations revenue.
  - $27,000 increase in professional & technical for efficiency audit (total budget of $50,000)
  - $51,325 increase for purchase of ice rink, skates, and construction supplies.
  - $20,000 increase in salary and wages for Community & Economic Development.

- $6,000 decrease in expense for liquor fund expenses.
- $400,000 increase in transfer of funds to transportation fund to pay for additional road construction projects and surface treatments.
- $500,000 increase in transfer to Park Impact Fee Fund to pay off the 2005 sales tax bond.

Park Impact Fee Fund

- $500,000 increase in transfer from General Fund to pay off of the 2005 sales tax bond.
- $166,616 decrease in park impact fee revenues. This is due primarily because development has lagged behind expectations and because impact fees for existing subdivisions are charged at a lower rate (if they paid a park purchase impact fee prior to our updated combined park impact fee.)
- Increase of $835,000 in bond payment to pay off the 2005 sales tax bond.

Capital Projects Fund

- Decrease in capital lease payment of $25,000 for police vehicle lease.
- Increase in capital equipment of $25,000 for purchase of ambulance equipment and upgrades. The net change to the fund is 0.

Recommendation:

I recommend adopting proposed resolution R15-04 adjusting the Syracuse City budget for the fiscal year ending June 30, 2015.

SYRACUSE
EST. CITY 1935

Mayor
Terry Palmer

City Council
Brian Duncan
Mike Gailey
Craig Johnson
Karianne Lisonbee
Douglas Peterson

February 2, 2015

Stephen Marshall
Syracuse City Finance Director
1979 West 1900 South
Syracuse, UT 84075

Re: Use of General Fund Balance

Dear Steve:

At the January 27th Council Work Session, members of the City Council gave instruction on the use of the General Fund balance for purposes of paying down debt and road improvements.

It is my opinion that the fund balance should be used a little bit differently, and since I will be out of town on February 10th, I would like you to present to the Council the alternative scenario outlined below.

As I understand it, members of the Council instructed you to prepare the budget amendment as follow:

General Fund
$400,000 Projected Surplus for road improvements, including 3000 W/Antelope Dr.
$500,000 Fund balance for pay-off of Jensen Park bond
$900,000

Park Impact Fee Fund
$335,000 for pay-off of Jensen Park bond
$335,000

$1,235,000 Total

It is my opinion that the citizens of this City strongly desire a regional park. In addition, I believe that a regional park is a key component of sustaining our local businesses. Although I agree that paying off debt is always a good decision, sometimes there is even a better alternative. By using the $500,000 from the fund balance and $335,000 from the Park Impact Fee to pay off the Jensen Park bond, we are putting the regional park in

jeopardy. I have been working diligently to find ways to fund a regional park without raising taxes. Even with this $835,000, it is proving difficult to find the $6-$8 million we estimate for the park. Now with this money being used for the Jensen Park bond, we would drastically hamper our ability to construct the regional park without borrowing. For this reason, in addition to the proposed budget amendment directed by the Council, I would like you to also present the following scenario as alternative:

General Fund
$400,000 Projected Surplus for road improvements, including 3000 W/Antelope Dr.
$500,000 Fund balance reserved for regional park, pending outcome of Park Master Plan.
$900,000

Park Impact Fee Fund
$335,000 reserved for regional park, pending the outcome of Park Master Plan
$335,000

$1,235,000 Total

Thank you.

Sincerely,

T. Palmer

Mayor Terry Palmer
Syracuse City

RESOLUTION R15-04

A RESOLUTION ADJUSTING THE SYRACUSE CITY BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2015.

WHEREAS, the Uniform Budgetary Procedures set forth in State Statute 10-6-128 allow for amendments and increases to individual fund budgets; and

WHEREAS, on February 10, 2015, the City Council held a public hearing to allow interested persons in attendance an opportunity to be heard for or against the proposed budgetary changes; and

WHEREAS, the City Council has determined that approval of the budgetary amendments will promote the orderly operation of the City;

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

SECTION 1: Amendments. The following adjustments to the Syracuse City Budget are hereby made for the Fiscal Year 2015 operating budget.

- See attachment

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 10th DAY OF FEBRUARY, 2015.

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, City Recorder Terry Palmer, Mayor

Syracuse City
FY2015 Mid-Year Budget Adjustments

	Original Budget	Amended Budget	Increase / (Decrease)
General Fund:			
REVENUE ADJUSTMENTS:			
Sales Tax	3,200,000.00	3,300,000.00	100,000.00
Liqour Fund Allotment	21,000.00	17,000.00	(4,000.00)
Ambulance Revenue	300,000.00	325,000.00	25,000.00
Recreation - Basketball	55,000.00	61,500.00	6,500.00
Sponsorships	-	3,000.00	3,000.00
(Ice Rink)			
Court Fines	270,000.00	220,000.00	(50,000.00)
Park Reservations	10,000.00	20,000.00	10,000.00
			90,500.00
EXPENDITURE ADJUSTMENTS:			
Administration:			
Professional & Technical	69,200.00	96,200.00	27,000.00
(Increase to fund the cost of the efficiency audit)			
Building Maintenance			
Building and Ground Maintenance	102,200.00	103,250.00	1,050.00
(Ice Rink Construction and Supplies)			
Community & Econ Development			
Wages & benefits	597,496.00	617,496.00	20,000.00
Office Supplies	3,610.00	3,710.00	100.00
Equipment, Supplies, & Maintenance	7,775.00	8,275.00	500.00
Professional & Technical	11,900.00	21,900.00	10,000.00
(Purchase of Ice Rink Surface and supplies)			
Police			-
Liqour Fund Expenses	23,000.00	17,000.00	(6,000.00)
(Decrease to match actual grant funds received)			
Parks & Recreation			
Equipment, Supplies, & Maintenance	80,600.00	94,175.00	13,575.00
(Purchase of Ice Skates and Supplies)			
Special Department Materials	24,500.00	49,200.00	24,700.00
(Purchase of Ice Rink Surface and Supplies)			
Transfer to Class C Roads Fund	-	400,000.00	400,000.00
(Transfer to Class C Roads Fund for Road Improvements)			
Transfer to Parks Impact Fee Fund	-	500,000.00	500,000.00
(Transfer to pay off 2005 Sales Tax Bond)			990,925.00

	Revenue	Expenses	
General Fund net change	90,500.00	990,925.00	(900,425.00)
Beginning fund deficit			(39.00)
Overall fund deficit to come from fund balance			(900,464.00)

Estimated Ending Fund Balance $1,645,000

Parks Impact Fee Fund

REVENUE ADJUSTMENTS:			
Park Impact Fees	606,616.00	440,000.00	(166,616.00)
Transfer from other funds	95,627.00	595,627.00	500,000.00
(Transfer from General Fund for pay off of 2005 sales tax bond)			333,384.00
EXPENDITURE ADJUSTMENTS:			
Bond Payment	150,000.00	985,000.00	835,000.00
(Pay off 2005 sales tax bond)			
			835,000.00

	Revenue	Expenses	
PIF Fund net change	333,384.00	835,000.00	(501,616.00)
Beginning fund overage			247,465.00
Overall fund deficit to come from fund balance			(254,151.00)

Estimated Ending Fund Balance $1,933,242

Parks Maintenance Fund

EXPENDITURE ADJUSTMENTS:			
Vehicle Expense	23,000.00	23,600.00	600.00
Buildings & Ground Maintenance	156,800.00	157,600.00	800.00
(Surface Treatments, 1000 West Project, Allison Way Project)			1,400.00

	Revenue	Expenses	
Parks Maintenance Fund net change	-	1,400.00	(1,400.00)
Beginning fund overage			8,870.00
Overall Change			7,470.00

Estimated Ending Fund Balance $51,461

Transportation Fund

REVENUE ADJUSTMENTS:

Transfer from other funds	-	400,000.00	400,000.00
(Transfer to Class C Roads Fund for Road Improvements)			400,000.00

EXPENDITURE ADJUSTMENTS:

Capital Projects	1,038,000.00	1,681,000.00	643,000.00
(Surface Treatments, 1000 West Project, Allison Way Project, and other various projects)			643,000.00

	Revenue	Expenses	
Trans. Fund net change	400,000.00	643,000.00	(243,000.00)
Beginning fund shortage			(350,500.00)
Overall Change			(593,500.00)
Estimated Ending Fund Balance	**$11,134**		

Transportation Impact Fee Fund

EXPENDITURE ADJUSTMENTS:

Capital Projects	4,136,000.00	4,226,000.00	90,000.00
(Antelope Drive and 3000 West Interesection)			
Professional & Technical Services	50,000.00	60,000.00	10,000.00
			100,000.00

	Revenue	Expenses	
Trans. Impact Fund net change	-	100,000.00	(100,000.00)
Beginning fund shortage			(586,266.00)
Overall Change			(686,266.00)
Estimated Ending Fund Balance	**($9,582)**		

Secondary Water Impact Fund:

EXPENDITURE ADJUSTMENTS:

Capital Outlay	200,000.00	394,000.00	194,000.00
Move to Balance Sheet	(200,000.00)	(394,000.00)	(194,000.00)
(1000 West Project from 1700 S. to 2075 S.)			-

	Revenue	Expenses	
Sec. Water Impact Fund net change	-	-	-
Beginning fund overage			
Overall fund deficit to come from fund balance			-
Estimated Ending Cash Balance	**$271,785**		

Storm Water Fund:

EXPENDITURE ADJUSTMENTS:

Capital Outlay	24,500.00	56,000.00	31,500.00
Move to Balance Sheet	(24,500.00)	(56,000.00)	(31,500.00)
(1000 West Project from 1700 S. to 2075 S., & 3000 West and Antelope)			-

	Revenue	Expenses	
Storm Water Fund net change	-	-	-
Beginning fund shortage			(188,421.00)
Overall fund deficit to come from fund balance			(188,421.00)

Estimated Ending Cash Balance $251,774

Storm Water Impact Fund:

EXPENDITURE ADJUSTMENTS:

Capital Outlay	748,000.00	1,010,000.00	262,000.00
Move to Balance Sheet	(748,000.00)	(1,010,000.00)	(262,000.00)
(1000 West Project from 1700 S. to 2075 S.)			-

	Revenue	Expenses	
Sec. Water Impact Fund net change	-	-	-
Beginning fund overage			268,300.00
Overall fund deficit to come from fund balance			268,300.00

Estimated Ending Cash Balance $157,702

Culinary Water Fund:

EXPENDITURE ADJUSTMENTS:

Capital Outlay	1,428,000.00	1,683,000.00	255,000.00
Move to Balance Sheet	(1,428,000.00)	(1,683,000.00)	(255,000.00)
(1000 West Project from 1700 S. to 2075 S.)			-

	Revenue	Expenses	
Culinary Water Fund net change	-	-	-
Beginning fund Shortage			
Overall fund overage contributed to fund balance			-

Estimated Ending Cash Balance $596,194

Sewer Fund:

EXPENDITURE ADJUSTMENTS:

Capital Outlay	300,000.00	390,000.00	90,000.00
Move to Balance Sheet	(300,000.00)	(390,000.00)	(90,000.00)
(Allison Way - Sewer Main Replacement)			-

	Revenue	Expenses	
Sewer Fund net change	-	-	-
Beginning fund shortage			
Overall fund deficit to come from fund balance			-

Estimated Ending Cash Balance **$811,762**

Capital Improvement Fund

REVENUE ADJUSTMENTS:

Capital Lease Proceeds			-
			-

EXPENDITURE ADJUSTMENTS:

Capital Lease Repayment	145,000.00	120,000.00	(25,000.00)
Capital Equipment	761,000.00	786,000.00	25,000.00
(Transfer to Pay for Ambulance Equipment)			-

	Revenue	Expenses	
CIP Fund net change	-	-	-
Beginning fund shortage			
Overall fund deficit to come from fund balance			-

Estimated Ending Cash Balance **$142,705**

CAPITAL IMPROVEMENT APPROVED BUDGET SUMMARY FOR FISCAL YEAR 2015

Project	Class C Capital 204070	Class C Ramps 204044	Culinary 501670	Secondary 301670	Storm Drain 401670	Sewer Capital 531670	Road Impact Fee 21-40-70	Culinary Impact Fee 51-40-70	Secondary Impact Fee 31-40-70	Storm Drain Impact Fee 41-40-70	Parks, Trails, & Rec Impact Fee 12-40-70	**Budgeted Project Total**	**Completed Project Total Cost**
Marilyn Acres Culinary Phase II	$20,000.00		$100,000.00									**$120,000.00**	**$115,724.01**
Smedley Acres Phase I	$80,000.00		$111,000.00		$5,000.00							**$196,000.00**	**$162,557.42**
3000 West Enviornmental/30% Design							$37,000.00					**$37,000.00**	**$51,579.15**
Widen east half of 3000 W. from 2495 S. to 2700 S.										$128,000.00		**$128,000.00**	In Process
700 South 2500 West							$5,000.00					**$5,000.00**	**$5,000.00**
2700 South Storm Drain Outfall										$100,000.00		**$100,000.00**	In Process
2000 West / Roundabout / Trailside Road Widening	$114,000.00			$85,000.00	$15,000.00		**$55,000.00**					**$269,000.00**	**$342,910.89**
700 South Impr. - Ivory Development	$137,000.00		$40,000.00	$31,000.00			**$270,000.00**	$400,000.00				**$878,000.00**	In Process
Gentile St. - Culinary Water Line Project			$150,000.00									**$150,000.00**	**$131,700.90**
2000 West Storm Drain Impact - 3600 South to Gentile										$120,000.00		**$120,000.00**	In Process
Smedley Acres Phase II	$147,000.00		$135,000.00	$73,000.00	$4,500.00							**$359,500.00**	Not Started
3000 West Culinary & Secondary Lines north of 700 S.			$251,000.00	**$360,000.00**								**$611,000.00**	Not Started
3000 West - 1200 South to 700 South (WFRC Funding)			$400,000.00	$0.00			$3,699,000.00		$200,000.00			**$4,299,000.00**	Not Started
Lakeview Farms -1000 S. between 3000 W. to 3500 W.										$400,000.00		**$400,000.00**	Not Started
~~1475 West Improvement Project (2400 S. to 2700 S.)~~	**$0.00**											**$0.00**	Move to FY2016
1000 West (SR-193 to RR Crossing)	$50,000.00											**$50,000.00**	**Complete**
Surface Treatments throughout city	**$600,000.00**											**$600,000.00**	Not Started
ADA Sidewalk Ramp Installation		$20,000.00										**$20,000.00**	In Process
Abandon 4" main, Rollover services - 1000 West			$60,000.00									**$60,000.00**	Not Started
Antelope Drive/3000 West Intersection Improvement					**$18,500.00**		**$160,000.00**			**$262,000.00**		**$440,500.00**	Not Started
Allison Way - Sewer Main Replacement w/ road repair	**$70,000.00**					**$90,000.00**						**$160,000.00**	Not Started
1000 West - 1700 South to 2075 South	**$173,000.00**		**$255,000.00**	**$50,000.00**	**$13,000.00**				**$194,000.00**			**$685,000.00**	Not Started
Various Road Improvement Projects	**$290,000.00**											**$290,000.00**	Not Started
~~Sliplining~~ Uncover manholes / sewer main replacement						$300,000.00						**$300,000.00**	Not Started
Tuscany Meadows - Playground & Picnic Shelters											$35,000.00	**$35,000.00**	Not Started
SR-193 Trail Installation											$15,250.00	**$15,250.00**	Not Started
Centennial Park Restroom w/ pump for splash pad											$170,000.00	**$170,000.00**	Not Started
FY2015	**$1,681,000.00**	**$20,000.00**	**$1,502,000.00**	**$599,000.00**	**$56,000.00**	**$390,000.00**	**$4,226,000.00**	**$400,000.00**	**$394,000.00**	**$1,010,000.00**	**$220,250.00**	**$10,498,250.00**	

Beginning Cash Balance	$1,545,134.00	$ 20,000.00	$1,521,339.00	$ 510,169.79	$ 265,274.00	$ 968,453.00	$ 916,268.00	$ 561,852.00	$ 665,785.00	$1,167,702.00	$ 2,153,492.00
Non Cash Depreciation Expense	$ -	$ -	$419,855.00	$ 314,000.00	$ 38,000.00	$ 233,309.00	$ -	$ -	$ -	$ -	$ -
Reimbursements	$147,000.00	$ -	$157,000.00	$ -	$ 4,500.00	$ -	$ 3,300,150.00	$ -	$ -	$ -	$ -
Cash Available	$1,692,134.00	$20,000.00	$2,098,194.00	$824,169.79	$307,774.00	$1,201,762.00	$4,216,418.00	$561,852.00	$665,785.00	$1,167,702.00	$2,153,492.00
Capital Projects	$1,681,000.00	$20,000.00	$1,502,000.00	$599,000.00	$56,000.00	$390,000.00	$4,226,000.00	$400,000.00	$394,000.00	$1,010,000.00	$220,250.00
Cash Balance Ending	$11,134.00	$0.00	$596,194.00	$225,169.79	$251,774.00	$811,762.00	-$9,582.00	$161,852.00	$271,785.00	$157,702.00	$1,933,242.00

Description of Color Scheme

Completed Project = Actual Cost

Budgeted Projected already approved by Council

Revised Budget Proposal

COUNCIL AGENDA

February 10, 2015

Agenda Item **#6** **Cross Connection Ordinance Update**

Factual Summation

- Any questions about this agenda item can be directed to Robert Whiteley.
- The city is required by Federal Law 104-182 and by State Law 19-4-112 (2d) to protect the water system from cross connections.
- Our current cross connection ordinance requires clarification to administer the program.

Recommendation

Update the ordinance to clarify requirements necessary to administer the cross connection control of the city's water system.

ORDINANCE NO. 15-02

AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE FOUR OF THE SYRACUSE CITY MUNICIPAL CODE PERTAINING UTILITY CROSS CONNECTIONS.

WHEREAS, Syracuse City is required by Federal Law 104-182 and State Law 19-4-112(2d) to protect the City's water system from cross connections; and

WHEREAS, Syracuse City's Public Works Department has found that the City's current ordinance dealing with cross connections requires clarification in order for staff to administer the program.

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

Section 1. **Amendment.** The sections of Syracuse City Municipal Code to be amended are included in Exhibit "A" attached hereto.

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

Section 3. **Effective Date.** This Ordinance shall become effective immediately after publication or posting.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 10th DAY OF February, 2015.

SYRACUSE CITY

ATTEST:

_____ _____

Cassie Z. Brown, City Recorder Mayor Terry Palmer

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Peterson	___	_____
Councilmember Lisonbee	___	_____
Councilmember Duncan	___	_____
Councilmember Johnson	___	_____
Councilmember Gailey	___	_____

Exhibit "A"

4.15.450 Cross connections.

(A) Generally. This section shall be known as the "Syracuse City cross connection ordinance," and may be so cited. The purpose of this section is to protect the public potable water supply from contamination or pollution by isolating within its customers' internal distribution system(s) or its customers' private water system(s) such contaminants or pollutants which could backflow or back-siphon into the public potable water supply system. This section is adopted pursuant to Section R309-105 of the Utah Safe Drinking Water Rules and Regulations.~~.~~

(B) Requirements. No water service connection to any premises within the ~~City~~City's water distribution system shall be installed or maintained unless the water supply is protected. Unprotected cross connections shall not be an integral part of any consumer's water system within the distribution system~~City~~. Any such cross connection now existing or hereafter installed is hereby declared unlawful and shall be immediately protected or eliminated. ~~In the event a cross connection cannot be eliminated, it must be protected~~ Any such protection shall be accomplished by the installation of an air gap or approved backflow prevention assembly/device in accordance with the Utah Safe Drinking Water Rules and Regulations and International Pluming Code as adopted by the State of Utah and provisions set forth herein and indicated in the City Ordinances. ~~standards and specifications.~~

~~(C) Responsibilities. It shall be the responsibility of the consumer to purchase, install or cause to be installed, test and maintain any backflow prevention assembly/device required herein. It shall be the responsibility of the City Public Works and Building Departments to administer and enforce the provisions of this section to ensure compliance herewith.~~

(C) Responsibilities

1. The responsibilities of the city shall include the following items:

(a) The city shall operate the drinking water distribution system.

(b) The city may conduct surveys of consumer's water distribution systems. Survey records shall indicate compliance with the aforementioned health and safety standards. Any such records will be maintained by the city for a period of five years.

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(c) The city shall provide information to the public concerning the need for consumers to conduct regular, periodic system surveys to insure compliance with existing applicable minimum health and safety standards.

(d) The city will install, or cause to be installed, a dual check valve (a backflow prevention device) at the meter location of each low risk consumer at a time determined by the city.

2. The responsibilities of the consumer shall include the following items:

(a) The consumer shall comply with this chapter as a term and condition of supply and consumer's acceptance of service is and shall constitute admittance of his/her awareness and agreement to comply.

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(b) Each high risk consumer shall install an approved backflow prevention assembly at each point of hazard at said consumer's expense. It shall be the responsibility of each high risk consumer to purchase, install or cause to be installed, test, report test results to the city and to maintain any backflow prevention device/assembly required to comply with this chapter.

(c) Each high risk consumer shall at least annually test and report all test results to the city for all backflow prevention assemblies installed on said consumer's water service. All testing shall be performed by a State certified backflow assembly technician.

(d) No modifications shall be made to any consumer's water system without inspection by the city. The consumer shall be required to notify the city and obtain a permit for any modification and the inspection before placing the modified water system into service.

(e) The consumer's system shall be open for inspection at all reasonable times to authorized representatives of the city in order to determine if a cross connection or other hazards exist. If access is denied, then the water system shall be deemed high risk.

(D) Compliance. All connections to the City water system and backflow prevention devices required herein shall conform to the provisions of this section, the plumbing code, as amended and adopted by the City, the Utah Safe Drinking Water Act, and other relevant provisions of the Utah Code Annotated 1953, as amended.

(E) Enforcement. Service of water to any building or location, in the discretion of the City, may be discontinued if a backflow prevention assembly required by this section is not installed, tested, and maintained, if a backflow prevention assembly has been removed or bypassed, or if an unprotected cross connection exists at the building or location. In addition, water service may be terminated to any

building or location when the Public Works Director or Building Official determines that the service connection's water usage constitutes a sufficient hazard or risk to the water supply or to the City's water system. The City shall give reasonable notice to the customer and/or owner of the building or location of the termination of water service to a building or location, and where the consumer could not reasonably be so notified before termination, then notice shall be given promptly afterwards. Service will not be restored until such conditions or defects are corrected to the requirement of this section and the satisfaction of the City.

(F) Record Keeping. Officers and employees of the Public Works Department and the Building Department shall report all installations of backflow prevention devices, assemblies and methods of cross connection correction installed by or communicated to them to the Public Works Director or his or her designee. The Public Works Director, or his or her designee, shall maintain or cause to be maintained an inventory of all said assemblies, as well as test and repair records on all such assemblies, and shall be responsible for notifying customers of annual testing requirements or other enforcement requirements.

(G) In addition to the provisions of this section, the City Council is hereby authorized to adopt rules and regulations and policies relating to the prevention of cross connections. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-03-450.]

(H) Definitions.

1. Backflow: The reversal of the normal flow of water caused by either back-pressure or back siphonage.

2. Cross Connection: Any connection which may allow non-potable water or fluids to come into contact with potable water inside a distribution system, including any temporary connections, swing connections, removable connections, four-way plug valves, swivel change-over devices, or other similar plumbing arrangements.

3. High Risk Consumer: A cross connection or potential cross connection involving any contaminant that could, if introduced to the potable water supply, become a health risk that may cause death, illness, spread disease, or have a high probability of causing such effects.

4. Low Risk Consumer: A cross connection or potential cross connection involving any pollutant that generally would not be a health hazard, but would constitute a nuisance, or be aesthetically objectionable if introduced into the potable water supply.

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COUNCIL AGENDA

February 10, 2015

Agenda Item **#7** **Irrigation Load Control Program**

Factual Summation

- Any questions about this agenda item can be directed to Robert Whiteley.
- Rocky Mountain Power has partnered with EnerNOC to provide an energy reduction incentive program, so named the Irrigation Load Control Program to eligible customers in Utah and Idaho.
- This program was developed to ease the burden of high peak power demands from irrigation pumping during June 1 to Sept 30.
- Those who choose to enroll in the program will earn cash incentives for temporarily reducing electricity use by shutting off irrigation pumps during peak demand periods. Incentive rates can be up to $25/kW savings, which is estimated at approximately $13,000/year for all three of our pump stations.
- There is no enrollment fee for Syracuse City to participate in the program.
- Load Control Events are determined and notification is made 24 hours in advance. Syracuse is given the option to participate during the event. Opting out has no penalties.
- Events can last up to four hours/day, but are limited to 52 hours per season.
- Agreement and Earnings estimates are attached.

Additional Information

On January 20th, George Neble and Rachel Bethany, (both from EnerNOC) met on a conference call with Mayor Palmer, Councilmember Lisonbee, Brody Bovero, Robert Whiteley, and Ryan Mills. The purpose of the meeting was to make inquiries that were brought up during the previous council meeting on January 13th. All of the inquiries were answered. A summary is as follows:

1. The Customer Data described in Section 5.c. is limited to contact information of relevant on-site personnel, electricity usage billing data provided by Rocky Mountain Power, and electricity usage data measured in kilowatts and collected by the EnerNOC Site Server device that will be installed on-site. EnerNOC does not monitor or collect any data specific to water volume or usage. The data that is collected will be used to calculate average electricity usage at each site during the Program Hours and to monitor real-time energy reduction during Demand Response Events, both for the purpose of maximizing payments to the city. Additionally, all data is confidential and will not be re-distributed without customer consent.

2. The payout the city will receive per site enrolled in the Program is based on average energy usage (not savings) during the Program Hours and the percent of events in which each site participates. If there are 6 events in a year and a site participates in all events, then the site will receive 100% of its potential payout. However, if there are 6 events in a year but the site only participates in 3 events, then the site earns 50% of its potential payout. More event hours do not necessarily mean a higher payment but with more event hours, each "opt-out" does have a smaller impact.

3. The city will never be penalized for opting out of an event. The city will be notified the evening (by 5pm at the latest) before the event that there is going to be an event the following day. If the city elects to opt-out of participation the city would simply have to notify EnerNOC's Operations Center which pumps would elect to opt-out. The only negative for opting out is not earning as much. This is why EnerNOC uses 60% participation in the revenue estimate, because that is what is seen from EnerNOC's entire portfolio of over 1,000 pumps in RMP.

4. The City will maintain full control of the operation of the pumps.

Recommendation

Enter into an Energy Management Agreement with EnerNOC in order to enroll in the program for a term of seven years.

Irrigation Load Control Earnings Estimate

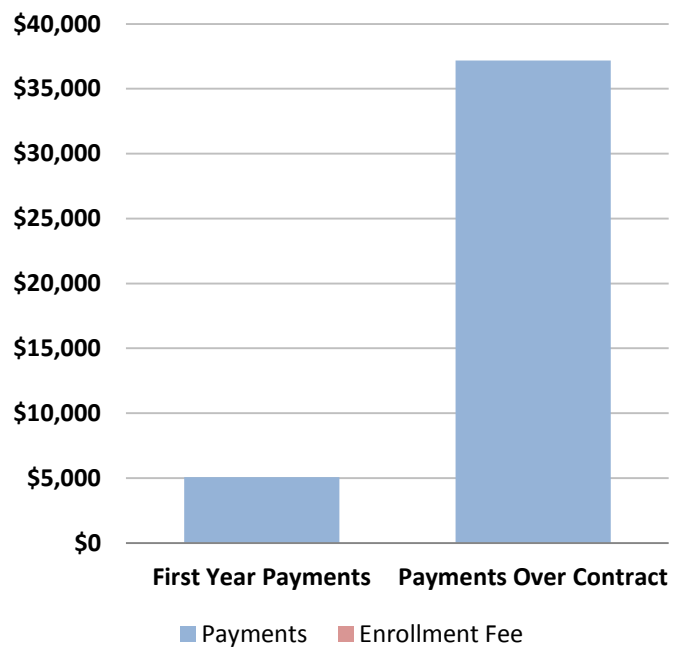
Prepared for:
Ryan Mills
Water Superintendent, Syracuse City
RE: Irrigation Load Control at Syracuse City

George Neble
Irrigation Account Manager
617-535-7492
gneble@enernoc.com

Total Demand Response Earnings Estimate: $37,186

Financial Benefit Including Equipment Installation: $47,186

Estimated Payments



Payment Detail

Payment Period (Years)	**7 years**
Electricity Reduction (kW)	**203 kW**
Average kW per Pump	**101 kW**
Expected Price per kW (including bonus)	**$25**
Estimated Annual Payment	**$ 5,071**
Estimated Annual Payment @ 80% availability	*$ 5,966*
Year 1 Capacity Payments	$5,071
Future Years Estimated Capacity Payments	$32,115
Total Expected Capacity Payments	**$37,186**
(One-time enrollment fee)	$0
Total Demand Response Payments	**$37,186**

Additional Considerations

Number of EnerNOC Site Server(s)	2
Value of EnerNOC Site Server(s)	$10,000

Additional Benefits

- **Free real time energy meters**
- **Free meter installation & maintenance**

- **Online access to your real time energy usage through the DemandSMART™ portal**

- **Protect your operation and your community**

- **Avoided electricity costs**

Estimated earnings estimate valid for 30 days. Final payments determined by average availability and participation at the end of each season.

Irrigation Load Control Earnings Estimate

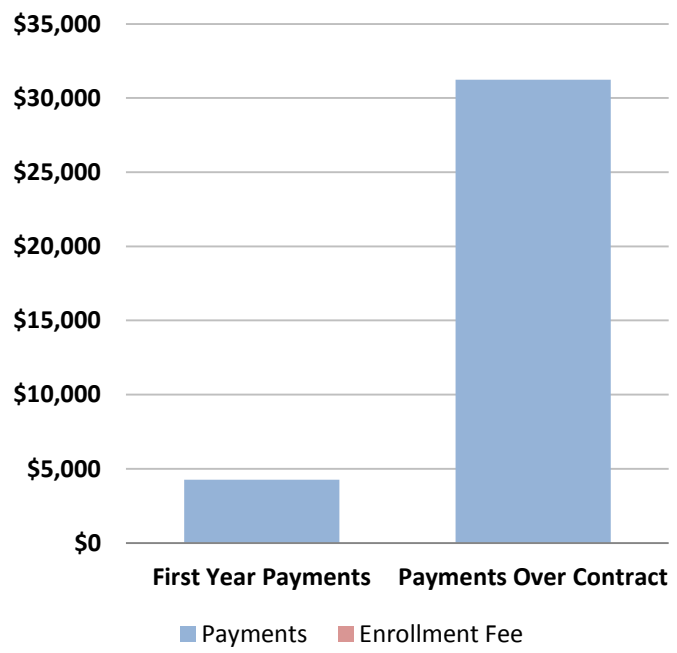
Prepared for:
Ryan Mills
Water Superintendent, Syracuse City
RE: Irrigation Load Control at Syracuse City

George Neble
Irrigation Account Manager
617-535-7492
gneble@enernoc.com

Total Demand Response Earnings Estimate: $31,236

Financial Benefit Including Equipment Installation: $51,236

Estimated Payments



Payment Detail

Payment Period (Years)	**7 years**
Electricity Reduction (kW)	**203 kW**
Average kW per Pump	**51 kW**
Expected Price per kW (including bonus)	**$21**
Estimated Annual Payment	**$ 4,259**
Estimated Annual Payment @ 80% availability	*$ 5,011*
Year 1 Capacity Payments	$4,259
Future Years Estimated Capacity Payments	$26,976
Total Expected Capacity Payments	**$31,236**
(One-time enrollment fee)	$0
Total Demand Response Payments	**$31,236**

Additional Considerations

Number of EnerNOC Site Server(s)	4
Value of EnerNOC Site Server(s)	$20,000

Additional Benefits

- **Free real time energy meters**
- **Free meter installation & maintenance**

- **Online access to your real time energy usage through the DemandSMART™ portal**

- **Protect your operation and your community**

- **Avoided electricity costs**

Estimated earnings estimate valid for 30 days. Final payments determined by average availability and participation at the end of each season.

Irrigation Load Control Earnings Estimate

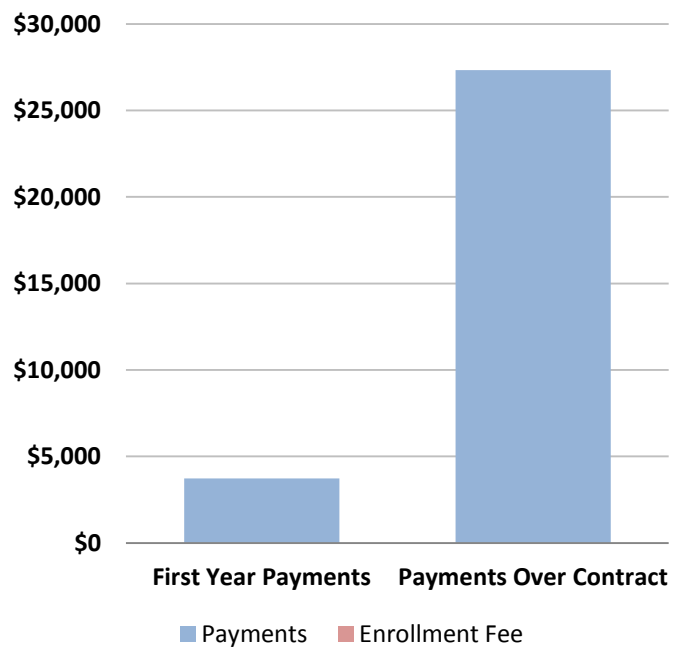
Prepared for:
Ryan Mills
Water Superintendent, Syracuse City
RE: Irrigation Load Control at Syracuse City

George Neble
Irrigation Account Manager
617-535-7492
gneble@enernoc.com

Total Demand Response Earnings Estimate: $27,331

Financial Benefit Including Equipment Installation: $37,331

Estimated Payments



Payment Detail

Payment Period (Years)	**7 years**
Electricity Reduction (kW)	**177 kW**
Average kW per Pump	**89 kW**
Expected Price per kW (including bonus)	**$21**
Estimated Annual Payment	**$ 3,727**
Estimated Annual Payment @ 80% availability	*$ 4,385*
Year 1 Capacity Payments	$3,727
Future Years Estimated Capacity Payments	$23,604
Total Expected Capacity Payments	**$27,331**
(One-time enrollment fee)	$0
Total Demand Response Payments	**$27,331**

Additional Considerations

Number of EnerNOC Site Server(s)	2
Value of EnerNOC Site Server(s)	$10,000

Additional Benefits

- **Free real time energy meters**
- **Free meter installation & maintenance**

- **Online access to your real time energy usage through the DemandSMART™ portal**

- **Protect your operation and your community**

- **Avoided electricity costs**

Estimated earnings estimate valid for 30 days. Final payments determined by average availability and participation at the end of each season.

Energy Management Agreement

This Energy Management Agreement (this "EMA"), entered into on _____ (the "Effective Date"), is made by and between EnerNOC Inc., located at One Marina Park Drive, Suite 400, Boston, MA 02210 ("EnerNOC"), and Syracuse City, located at 1979 W 1900 S, Syracuse, UT 84075 ("Customer"). EnerNOC and Customer are referred to herein collectively as the "Parties" and each individually as a "Party" to this EMA.

1. **Solutions.** This EMA is a master agreement between the Parties and sets forth the terms and conditions that will govern the rights, responsibilities, and obligations of the Parties with respect to the provision of the solutions (the "Solutions"), the scope of which are described in the applicable statements of work attached hereto (each a "SOW" and together with this EMA, the "Agreement"). EnerNOC will provide the Solutions in accordance with the Agreement and the applicable SOW. Each time Customer desires to procure any of the Solutions from EnerNOC, EnerNOC and Customer will execute a SOW that specifies, among other things, a description of the Solutions to be provided, the compensation for those Solutions, and any other details related to the engagement.

2. **Use and Access License.** For the duration of the term of any duly executed SOW, EnerNOC grants to Customer a limited, revocable, non-transferrable (except as set forth herein) and non-exclusive right to use and access (including through remote means) the Solutions solely for Customer's internal business operations and subject to the terms of this EMA and the applicable SOW. Without limiting the terms of the Agreement, Customer agrees not to decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code relating to the Solutions or any web-based portal relating thereto or assign, sublicense, sell, resell, lease or otherwise transfer, convey, or pledge as security or encumber, any right in the Solutions. Except as expressly permitted herein, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Solutions or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise.

3. **Term.** This EMA shall commence on the Effective Date and continue until terminated in accordance with the terms herein (the "Term").

4. **Confidentiality.**

   a. ***Nondisclosure to Third Parties*.** In providing the Solutions under the Agreement, each Party will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information, including, without limitation, any trade secrets, which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (x) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; and (y) any information concerning the business relationship between the Parties.

   b. ***Use of Confidential Information.*** Customer acknowledges that EnerNOC may receive Confidential Information of Customer from the applicable independent system/grid operator and/or utility, through data collected through the Solutions or otherwise, which may be used or disclosed by EnerNOC as necessary for the performance of the Agreement.

5. **Aggregate Data Collection and Usage.** Customer acknowledges and agrees that EnerNOC may: (i) collect, process and aggregate any data used with, stored in, or related to the Solutions, including, without limitation, end-user energy usage and demand data, and create aggregate data records ("Aggregate Data") by removing any personally identifiable information ("PII") from the underlying data; (ii) use such Aggregate Data to improve the Solutions, develop new solutions, understand actual energy usage and demand trends and general industry trends, develop white papers, reports, or databases summarizing the foregoing, and generally for any legitimate purpose related to EnerNOC's business; and (iii) share Aggregate Data with third parties or publish any reports, white papers, or other summaries based on Aggregate Data.

6. **Logo Authorization.** In connection with the Agreement, Customer hereby consents to EnerNOC's use of Customer's name and logo in EnerNOC's promotional materials, including, but not limited to, website, presentations and other printed materials. EnerNOC acknowledges that Customer is the owner of all right, title and interest in and to Customer's name and logo and shall not take any action that is inconsistent with such ownership.

7. **Limitation on Liability.** Except for breaches of confidentiality, EnerNOC's liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed $100,000.00. In no event shall either Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its

employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from the Solutions or from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

8. **Warranty Limitations.** IF THE SOLUTIONS BECOME OR ARE LIKELY TO BECOME THE SUBJECT OF ANY THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIM OR ACTION, ENERNOC MAY, AT ENERNOC'S SOLE OPTION, EITHER: (I) REPLACE SUCH SOLUTIONS WITH AN EQUALLY SUITABLE SOLUTION FREE OF INFRINGEMENT; (II) MODIFY OR OBTAIN A LICENSE FOR THE SOLUTIONS SO THAT THEY NO LONGER INFRINGE ON ANY RIGHTS; OR (III) AFTER ENERNOC HAS DEMONSTRATED ITS GOOD FAITH EFFORTS TO ACHIEVE THE FOREGOING WITHOUT SUCCESS, TERMINATE THE APPLICABLE SOW. EXCEPT AS PROVIDED HEREIN, THE SOLUTIONS (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) ARE PROVIDED AS IS WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

9. **Choice of Law.** The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah, without giving effect to choice of law rules.

10. **Miscellaneous.** Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of EnerNOC; except that Customer may assign the Agreement to its successor or any entity acquiring all or substantially all of the assets of Customer by providing EnerNOC with written notice promptly following the acquisition date. The Agreement, including all exhibits, attachments and SOWs, constitutes the entire agreement between Customer and EnerNOC and may only be amended in writing signed by each of the Parties. In the event of any conflict between this EMA and a SOW, the terms of this EMA shall control with respect to the applicable SOW. If any of its provisions shall be held invalid or unenforceable, the Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. The Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the Agreement. Customer shall promptly notify EnerNOC in writing of any changes occurring during the Term to the Customer address(es) set forth in this EMA.

11. **Taxes.** Fees, costs, and expenses described in the Agreement do not include any sales, use, personal property, duty, levy, or similar governance charge, value added or good/services taxes. EnerNOC may include applicable taxes as separate items on Customer's invoice, and Customer shall be responsible to pay and/or reimburse EnerNOC for all taxes (other than taxes based on EnerNOC's income), unless Customer has provided adequate evidence of exemption upon execution of this EMA or the applicable SOW. If withholding of taxes is required by any government, Customer shall remit such taxes in accordance with applicable law, gross up the applicable payment amounts so that EnerNOC receives the full amount of fees invoiced, and provide EnerNOC with applicable evidence of withholding.

12. **Force Majeure.** The Parties shall be excused for any failure or delay in the performance of their obligations hereunder due to acts of God or any other legitimate cause beyond their reasonable control.

13. **Termination.** Either Party may terminate this EMA (i) in the event of the other Party's material breach of this EMA or any SOW, provided that the breaching Party fails to cure the specific breach within thirty (30) days following date of written notice from the non-breaching Party specifying the purported breach; (ii) immediately upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; or (iii) for convenience by giving the other Party sixty (60) days prior written notice; provided, however, that neither Party may terminate this EMA so long as any SOW executed by the Parties hereunder remains in effect.

14. **Notices.** Any notices required or permitted to be given hereunder by either Party to the other Party shall be given in writing by: (i) personal delivery; (ii) bonded courier or nationally recognized overnight delivery company; or (iii) electronic mail. If notice is given by personal delivery, bonded courier or nationally recognized overnight delivery company, such notice shall be addressed to the Parties as follows (or to such other addresses as the Parties may request in writing by notice given pursuant to this Section): to EnerNOC at EnerNOC, Inc., Attn: Legal Department, One Marina Park Drive, Suite 400, Boston, MA 02210; and to Customer at Syracuse City, 1979 W 1900 S, Syracuse, UT 84075. If notice is sent by electronic mail, such notice shall be sent to EnerNOC at contractmanagement@enernoc.com; and/or to Customer at bbovero@syracuseut.com.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this EMA by their authorized representatives as of the Effective Date.

EnerNOC, Inc.		**Syracuse City**	
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Signature:	_____	Signature:	_____

Demand Response
Statement of Work

This Statement of Work (this "SOW"), entered into on _____ (the "SOW Effective Date"), is made by and between EnerNOC Inc., located at One Marina Park Drive, Suite 400, Boston, MA 02210 ("EnerNOC"), and Syracuse City, located at 1979 W 1900 S, Syracuse, UT 84075 ("Customer"). Unless otherwise defined herein, capitalized terms in this SOW shall have the meanings given to them in the Energy Management Agreement by and between the Parties effective as of _____ (the "EMA"), the terms and conditions of which are hereby incorporated by reference.

1. **Term.** This SOW shall commence on the SOW Effective Date and continue until 9/30/2022, unless earlier terminated in accordance with the terms herein (the "SOW Term"). Notwithstanding the foregoing, if Customer is enrolled in a Program (as defined below) with a Program Period (as defined in the Program Rule Attachment(s) attached hereto) that would otherwise extend beyond the SOW Term, then the SOW Term with respect to such Program shall be extended until the end of such Program Period.

2. **Enablement.** If required by EnerNOC for Customer's use and access to the Solutions, Customer shall, within twelve (12) days following execution by the Parties of this SOW, provide EnerNOC with reasonable access to install an EnerNOC site server ("ESS") that allows for Internet-based power metering, data collection, near real-time data communication, and Internet-based reporting and analytics for each Customer facility address identified on the Site Address Attachment attached hereto (each a "Site Address"). In the event that cellular connectivity is required but not feasible, Customer shall provide either a static or non-static, as applicable, Internet Protocol (IP) address and Local Area Network (LAN) access that allows for Internet-based communication of a Site Address' energy consumption and/or any other required performance or building management system data. Customer agrees to collaborate with EnerNOC in a timely manner in testing, enabling and maintaining the installed ESS, the Solutions, and any other components of the EnerNOC system ("EnerNOC System"). If required for any Site Address(es), as determined solely by EnerNOC and indicated on the Site Address Attachment, the Parties shall execute an EnerNOC System enablement plan ("Enablement Plan") for such Site Address(es), the terms of which shall be attached to this SOW.

3. **Demand Response Solutions.** EnerNOC agrees to provide Customer with the following Solutions at each Site Address:

   a. ***Demand Response*.** EnerNOC will manage Customer's participation in the demand response programs further described in the Program Rule Attachment(s) attached hereto ("Programs") by:
      - working with Customer to develop an appropriate energy curtailment plan for Customer's business;
      - working with Customer to facilitate necessary air regulatory filings on Customer's behalf as required by federal or national law, as applicable, in order to utilize on-site generation in connection with Customer's participation in the Program(s);
      - registering Customer's Accepted Capacity (as defined in the Program Rule Attachment(s));
      - managing Customer's curtailable electrical capacity in the Programs and upon notification by EnerNOC and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events");
      - reconciling all Program payments;
      - enabling data transfer, monitoring and reporting of meter data through the EnerNOC System and providing technical assistance, maintenance, repair and hosting of the EnerNOC System; and
      - as necessary, coordinating with Customer's host utility to capture kilowatt-hour (kWh) pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.

4. **Payments.**

   a. ***Enablement Fee.*** For each Site Address, Customer shall pay to EnerNOC a one-time enablement fee equal to the following (the "Enablement Fee"):

      i. If the Site Address does not have an associated Enablement Plan, then the Enablement Fee shall be the amount set forth opposite each Site Address on the Site Address Attachment. Such Enablement Fee is calculated according to the number of meters to be installed as listed in the Site Address Attachment. If additional meters are required to provide the Solutions herein, then the Enablement Fee shall be increased by $5,000.

      ii. If the Site Address does have an associated Enablement Plan, then the Enablement Fee shall be the amount agreed to in such Enablement Plan and both Parties acknowledge and agree that the Enablement Fee listed in the Site Address Attachment is a good faith best estimate only.

   b. ***Demand Response Payments.*** In connection with Customer's participation in the Programs, EnerNOC shall make payments to Customer in the amounts and in accordance with the payment terms set forth in the Program Rule Attachment(s); provided

that the Enablement Fee shall be amortized in equal monthly installments over the SOW Term and offset against any demand response payments owed by Customer to EnerNOC, and provided further that, upon termination or expiration of this SOW, Customer shall remit the balance, if any, of the Enablement Fee to EnerNOC within thirty (30) days following date of invoice.

5. Customer Support Requirements.

a. ***Representations and Warranties.*** Customer holds all applicable licenses and/or permits not otherwise facilitated by EnerNOC pursuant to the Agreement that are required for the proper participation in the Program, including any local licenses and/or permits necessary to utilize on-site electric generation.

b. ***Demand Response Performance.*** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Accepted Capacity at each Site Address when notified by EnerNOC during Demand Response Events. Customer and EnerNOC understand that the curtailable electrical capacity identified in the Site Address Attachment does not represent Accepted Capacity and is solely the Parties' best estimate of performance and that Accepted Capacity may vary.

c. ***General Support Requirements.*** Customer agrees to provide or cause to be provided to EnerNOC contact, billing and energy usage data, and facility information concerning each Site Address ("Customer Data") as is necessary to support the Solutions, including, but not limited to: (i) at least twelve (12) months of historical utility bills and supply contracts; (ii) any account/supply point data including, without limitation, account numbers, meter serial numbers, meter identifiers, and change of tenancy information; (iii) square footage, operating hours (including holiday schedules) and average occupancy for each Site Address; (iv) major heating ventilation and air conditioning equipment, lighting type used, and any other significant equipment for each Site Address; (v) a contact list for all key personnel; and (vi) a letter of authorization or such other form as may be necessary for EnerNOC to act on behalf of Customer and interface directly with Customer's utility companies. Customer (x) represents that it has the right to provide Customer Data to EnerNOC and will provide Customer Data to EnerNOC in compliance with applicable legal requirements; (y) authorizes EnerNOC to use, copy, store, modify and display Customer Data for Customer's benefit and as expressly set forth in Section 5 of the EMA; and (z) authorizes EnerNOC to access Customer Data to provide quality assurance, perform software maintenance, and deliver customer service and technical support. During the SOW Term and for thirty (30) days following expiration or termination of this SOW, EnerNOC will preserve and maintain Customer Data. Thereafter, EnerNOC will have no obligation to preserve or return any Customer Data.

6. General Terms.

a. ***Provider Limitation.*** Customer agrees not to contract with any other provider of the Solutions during the SOW Term.

b. ***Payments to Utilities or Other Suppliers.*** In no event shall EnerNOC or its affiliates, directors, employees and agents (collectively, the "Indemnified Parties") be responsible or liable for payment of any utility bill of Customer or any amount Customer may owe to any utility or other supplier. To the fullest extent permitted by law, Customer shall defend and indemnify, at its own expense, any third party claim against the Indemnified Parties, that arise due to any allegation that the Indemnified Parties are responsible for payment of any utility bill of Customer or a portion thereof, or any other amounts due by Customer to any utility or other supplier. In connection with the foregoing indemnification obligations, Customer shall pay reasonable legal fees as incurred and such damages or costs as are finally awarded against EnerNOC or agreed to in settlement for such claim.

c. ***Termination.*** Either Party may terminate this SOW (i) in the event of the other Party's material breach of this SOW, provided that the breaching Party fails to cure the specific breach within thirty (30) days following date of written notice from the non-breaching Party specifying the purported breach; (ii) immediately upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; (iii) if the Program is materially altered, suspended or ended; or (iv) with respect to a Program in accordance with the terms set forth in the Program Rule Attachment for such Program.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this SOW by their authorized representatives as of the SOW Effective Date.

EnerNOC, Inc.		**Syracuse City**	
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Signature:	_____	Signature:	_____

Program Rule Attachment A
Irrigation Load Control

1. **Program Description.** Rocky Mountain Power's ("RMP") Irrigation Load Control ("ILC") enables Program participants to receive revenue for being available to reduce electricity consumption when demand for electricity is high and system reliability is at risk.

2. **Program Rules.** The terms of this SOW will reflect ILC Program terms and conditions, which may be amended from time to time by RMP, and the current terms of which are summarized in the table below:

Program Availability	The Program year will run from June 1 through September 30 ("Program Year"). During the Program Year, Program events ("Program Events") may be called (i) between the nearest Monday on or before June 15 and the nearest Friday on or after August 15, yielding ten (10) weeks ("Program Period") and (ii) during non-holiday weekdays from 12:00 p.m. to 8:00 p.m. Mountain Time ("Program Hours"). In addition, RMP may call voluntary events during the Program Year, ("Voluntary Events") that are outside Program Hours, the Program Period, or in excess of the maximum event frequency for a given Program Period. Customer's performance during Voluntary Events will not impact the calculation of Customer's Delivered Capacity, but Customer will earn Energy Payments as defined in Section 4(a)(ii) below in accordance with Customer's performance during any Voluntary Events. Program Events, Voluntary Events, and Test Events (as defined below) are collectively referred to herein as "Demand Response Events."
Program Enrollment	Enrollment for the Program takes place daily during the Program Year.
Event Trigger	Program Events may be called at RMP's discretion, and they are typically coincident with emergency conditions or peak demand on the electric grid.
Advanced Notification	Customers will be notified the day before a Program Event. Notification will specify the clock time at which the Program Event will begin (the "Event Start Time") and may also include the best estimate of the clock time that a Program Event will end (the "Event End Time"). Customers may be notified of Voluntary Events on the day of the Voluntary Event.
Event Frequency & Duration	There is a maximum of twenty (20) Program Events in a Program Period, with event duration ranging from a minimum of one (1) hour to a maximum of four (4) hours. There is a maximum of one (1) Program Event per day, twelve (12) hours per week and fifty-two (52) hours for the Program Period. Voluntary Events are not subject to the foregoing frequency and duration limitations.
Testing	During each Program Year RMP may schedule one test event (a "Test Event") having a duration of no more than one (1) hour. Test Events will not count towards the Program Event limitations set forth above or payments.

Customer shall be considered enrolled in the Program and eligible to earn demand response payments as of the date indicated in the Program enrollment notification sent by EnerNOC to Customer; provided that Rocky Mountain Power has approved enrollment.

3. **Customer Capacity.**

   a. ***Accepted Capacity.*** For the purposes of this SOW, "Accepted Capacity" shall be the average of electric demand as measured by the ESS and as calculated during all Program Hours over the course of the Program Period, excluding Program Event days. An estimate of Accepted Capacity shall be determined based on analysis of Customer operations, consumption data and acceptance testing. Customer agrees that the Accepted Capacity may be adjusted by EnerNOC in the future to reflect Program rules, regulations and/or other relevant information.

   b. ***Delivered Capacity.*** At the end of the Program Period, "Delivered Capacity" will be either (i) Accepted Capacity, if a Program Event has not been initiated during the Program Period, or (ii), shall be determined as the product of (i) Accepted Capacity and (ii) the Participation Factor (as defined below), in the event a Program Event has been initiated during the Program Period.

   c. ***Participation Factor.*** For purposes of this SOW, "Participation Factor" equals (i) the number of Program Events in which

Customer performed, divided by (ii) the number of Program Events dispatched during the Program Period. Non-performance during a Program Event is considered to occur when Customer either (i) informs EnerNOC of non-participation in a specific Program Event, or (ii) does not reduce demand to 0 kilowatts for the duration of the Program Event. If there are greater than three (3) Program Events in a Program Period, the Participation Factor shall be proportional to the number of Program Events in which Customer performed. If there are three (3) Program Events in a Program Period, and Customer performs in at least one (1) Program Event, the Participation Factor shall be no less than 75%. If there are fewer than three (3) Program Events in a Program Period, the Participation Factor shall be no less than 75%.

4. **Payments.**

a. ***Payments to Customer.***

i. ***Capacity Payments.*** EnerNOC will pay the Customer $23.00 per kilowatt per Program Year, multiplied by the Delivered Capacity ("Capacity Payments"); provided that in the event the total sum of all Customers' Accepted Capacity enrolled in the Program during a given Program Year exceeds one hundred twenty-five (125) MW, Customer will be paid a bonus of $2.00 per kilowatt for such Program Year.

ii. ***Energy Payments.*** For Voluntary Events, EnerNOC will pay Customer 100% of Energy Payments available from RMP in connection with Customer responding to a Voluntary Event when notified by EnerNOC ("Energy Payments").

iii. ***Underperformance.*** In no event shall Customer be penalized for underperformance or non-performance, other than to have future payments reduced to reflect Delivered Capacity as described in Section 3(b) above.

b. ***Payment Timing.*** EnerNOC shall make all payments associated with Customer's participation in the ILC annually at the end of the Program Year, and such payment shall be made within forty-five (45) days of EnerNOC's receipt of total annual payment from RMP.

5. Additional Terms.

a. ***Load Shifting.*** Customer hereby acknowledges and agrees that as a condition to participation in the Program, Customer will not shift irrigation loads between Site Addresses served by RMP or change operating behavior for the express purpose of affecting Accepted Capacity or Delivered Capacity during the Program Period. In the event EnerNOC determines, in its sole discretion, that Customer is in violation of the foregoing covenant, EnerNOC may immediately terminate this SOW.

b. ***Program Participation.*** EnerNOC reserves the right to reduce Customer's Accepted Capacity to zero (0) kW and/or terminate this SOW in the event that either (i) capacity is not available in the Program for a given Program Period or (ii) Customer alters, disassembles, or disconnects an ESS.

Site Address Attachment
Site Addresses

Site Name	Site Address	Enablement Fee	# of Meters	# of Ancillary Data Streams	Enablement Plan Required (Yes/No)?	Demand Response Program Attachment	Estimated Capacity (kW)
Syracuse City - Freeport Pumping Station	F1 Freeport Center Clearfield, Clearfield 84015	$0	0	0	No	A	203
Syracuse City - Jensen Pumping Station	3200 South Bluff Road Syracuse, UT 84075	$0	0	0	No	A	177
Syracuse City - Bluff Pumping Station	1801 South Bluff Road Syracuse, UT 84075	$0	0	0	No	A	203

COUNCIL AGENDA

February 10, 2015

Agenda Item **#8** Country Fields Payback Agreement.

Factual Summation

Please see the attached:

- Draft Resolution & Attachments

Any question regarding this agenda item may be directed to Robert Whitely, Public Works Director.

Background

Section 8.10.140 of the Subdivision ordinance addresses written agreements with developers who install infrastructure adjacent to undeveloped properties in the course of development approval. The purpose of the regulation is to provide a method where the developer is compensated on a pro-ratio basis for the installation of that infrastructure at the time the vacant parcel is developed.

8.10.140 Written agreements.

When and as written agreements are deemed to be necessary for the protection and understanding of all parties concerned, then they shall be entered into by all parties concerned, i.e., to cover areas of concern not specifically addressed by the subdivision ordinance or other requirements of the City, and shall be submitted with the final plats to the Planning Commission and the City Council.

(A) Payback Agreement.

(1) The City may enter into a payback agreement with a developer who installs improvements or facilities for water, secondary water, land drains, storm sewer, roads, or parks, where the improvements installed extend, expand, or improve the City's water, secondary water, land drains, sewer, storm sewer, roads, or parks, beyond the improvements required to service or benefit the subdivision or development proposed by the developer or where a developer installs improvements due to the layout or ownership of the land that benefit another landowner or developer who would or should in equity normally pay a portion of the improvements. The payback agreement is not mandatory, but may be used at the option of the City upon approval of the payback agreement by the City Council.

(2) The dollar amount of the payback to the developer shall be solely determined by the City under the direction of the City Engineer after consideration of the portion of the improvements or facilities installed that benefit the developer's development, and the portion of the improvements or facilities that are specifically oversized or installed to provide for future development or benefit other landowners or future developers.

(3) The City shall, in all cases, be immune and not liable for any payments to the developer if the payback agreement is determined to be unenforceable or if the City is not able to collect from future developers. At the time a payback agreement is entered into with a developer, the City shall record a notice against the benefited property with the county recorder's office, which notice shall inform the benefited landowners that at such time as they develop the benefited property they will be required to pay for a portion of the improvements previously installed.

(4) The payback agreement shall not confer a benefit upon any third party and shall be in a form approved by the City Administrator or his designee. The responsibility for payment of the required improvements or facilities shall rest entirely with the developer.

(5) The payback agreement shall expire 10 years from the date of the payback agreement or at such time as the developer has recovered the costs specified in the payback agreement, whichever comes first.

(6) If any part of this title is found to be invalid by a court of competent jurisdiction, or if the Legislature of the state of Utah should pass a law which would invalidate any portion of this title, all parties to the payback agreement shall be released from further responsibility thereunder and shall be relieved from any and all responsibility thereunder. [Ord. 13-02 § 1 (Exhibit); Ord. 09-11 § 2; Code 1971 § 8-2-14.]

RESOLUTION NO. R15-06

A RESOLUTION OF THE SYRACUSE CITY COUNCIL ESTABLISHING THE PAYBACK AGREEMENT FOR COSTS RELATED TO THE INSTALLATION OF CITY INFRASTRUCTURE WHICH MAY INCLUDE, BUT NOT LIMITED TO: ENGINEERING DESIGN AND SERVICES DURING CONSTRUCTION; CONSTRUCTION COSTS, SUCH AS LABOR, MATERIALS AND EQUIPMENT; ADMINISTRATIVE; ATTORNEY; PERMIT; PLAN REVIEW FEES OR OTHER COSTS INCIDENTAL THERETO; ESTABLISHING THE TEN (10) YEAR PAYBACK PERIOD; AND DESIGNATING THE CITY TO COLLECT SUCH COSTS FOR REIMBURSEMENT TO THE DEVELOPER AS HEREIN PROPORTIONED.

This Agreement made and entered into this 10th day of February, 2015, by and between the City of Syracuse, a municipal corporation of Utah, hereinafter referred to the "CITY" and Castle Creek Homes, whose address is _____, hereinafter referred to as the "DEVELOPER."

WHEREAS, pursuant to Syracuse City Municipal Code Title VIII, Section 8.10.140, the CITY has by Resolution No. _____ adopted by the City Council of the CITY on the 10th day of February, 2015, approved the execution of this Payback Agreement with the DEVELOPER above and referring to facilities described herein; and

WHEREAS, the above-described DEVELOPER has offered to install improvements to the 1200 South right of way and vicinity, including: asphalt, curb, gutter and sidewalk; culinary and secondary water lines; sanitary sewer and storm drain lines; and detention basin improvements, as part of the utility systems of the CITY;

WHEREAS, the above-described improvements benefits another land owner who would or should in equity normally pay a portion of the improvements;

NOW THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND COVENANTS HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. DEVELOPER

The above-described DEVELOPER is the record OWNER of real property legally described as shown on Exhibit B submitted by the DEVELOPER and attached hereto. The real property described is also known as the Plat of (Country Fields Subdivision), Davis County, Utah.

Map showing said property is attached hereto as Exhibit C.

II. FACILITIES

The facilities which have been constructed by the DEVELOPER herein are as shown in the attached Exhibit A-1, Improvement Plans, incorporated herein by these references, and processed as Offsite Improvement Agreement, herein referenced as Exhibit A-2, originals on file at the office of the City Engineer. The facilities have been constructed in accordance with the ordinances and requirements of the CITY governing the construction specifications for facilities of such type, and have been approved by the City Engineer.

III. AREA OF FACILITY SERVICE BENEFIT

The properties benefited by the facilities constructed by the DEVELOPER are shown on Exhibits B & C which are by this reference incorporated herein as if fully set forth herein. Any owner of real estate legally described within the benefit boundary as shown on the attached Exhibits B & C, shall pay as a condition for connecting to the facilities, an amount as identified in Section V. All property within the benefit boundary shall be subject to the connection fee as provided in this agreement as a condition of issuance of the connection permit by the CITY.

IV. TERMS

For a period of ten (10) years from the date that the City formally accepts the developer's utility extension, any owner (latecomer) of real estate legally described in Section III, and which owner has not fully contributed their pro rata share to the original cost of the above-described facility, shall pay to the CITY the amounts shown in Exhibit D attached hereto. The charge herein represents the fair pro rata share of the cost of construction of said facilities payable by properties benefited. Such properties are shown in Exhibits B and C. Payment of the latecomers pro rata share is a condition of issuance of the connection permit by the CITY.

The CITY shall reimburse the DEVELOPER at six (6) month intervals any such amounts collected.

Upon the expiration of the 10-year term, after the 10th Day of February, 2025 , any moneys collected by the CITY will not be reimbursed to the DEVELOPER.

V. AMOUNT OF REIMBURSEMENT

The DEVELOPER, his successors, heirs and assigns, agrees that the amounts which the DEVELOPER is reimbursed from the property owners as specified in Section III of this Agreement, represents a fair pro rata share reimbursement for the DEVELOPER'S construction of the facilities described in Section II of this Agreement. The amounts per parcel are separately itemized as shown in Exhibit D attached hereto, and totaling to not more than $ 61,360.31 in full amount.

Prior to recordation by the DEVELOPER as described in Section X, the CITY, shall mail to the property owners, as reflected in the records of the Davis County Assessor's Office, as specified in Section III, notification of the allocation of costs to be levied against the properties which are payable prior to connection to the systems. The property owner shall have the right to a review of the costs with the

Director of Public Works within 21 days from the date of said notice for the purpose of requesting an adjustment in the allocation of the charge to the property.

If the Director of Public Works, upon requested review by a notified property owner(s), does find cause for adjustment in the allocation of the charge to the benefited property(s), such adjustment will be made and the DEVELOPER will be notified of the adjusted amount(s) prior to recordation. The resulting adjusted Exhibits C and D shall govern reimbursement amounts to be received by the DEVELOPER.

VI. EFFECT OF AGREEMENT

The provisions of this Agreement shall not be effective as to any owner of real estate not a party hereto unless this Agreement has been recorded in the office of the County Recorder of Davis County in which the real estate is located prior to the time such owner receives a permit to tap into or connect to said facilities.

If for any reason, the CITY fails to secure a latecomer payment for Owner's fair pro rata share of the cost of the facilities, before connection to the extension, the CITY is not liable for payment to the DEVELOPER.

The entire responsibility for notices, recordation and completion of this Agreement is upon the DEVELOPER, who agrees to do all and to hold the CITY harmless.

VII. OWNERSHIP OF FACILITY

The DEVELOPER has constructed the facilities described in Section II of this Agreement, which facilities have been accepted by the CITY as satisfactory. The facilities have become a part of the municipal system of the CITY. All maintenance and operation costs of said facility shall be borne by the CITY, except as noted otherwise.

VIII. UNAUTHORIZED CONNECTION

Whenever any connection is made into the facilities described in Exhibit A under this Agreement which is not authorized by the CITY, the CITY shall have the absolute authority to remove or cause to be removed such unauthorized connections and all connecting lines or pipes located in the facility's right-of-way.

The CITY shall incur no liability for any damage to any person or property resulting from removal of the unauthorized connection.

IX. CURRENT ADDRESS & TELEPHONE NUMBER

The DEVELOPER shall keep a current record of his/her address and telephone number on file with the Director of Public Works of the CITY, and shall within 30 days of any change of said address and/or telephone number, notify the Director of Public Works of the CITY in writing. If the DEVELOPER fails to do so, the parties agree that the CITY may authorize connections resulting therefrom and not incur any

liability for the non-collection and/or non-reimbursement of charges to the DEVELOPER under this Agreement.

X. COVENANT RUNNING WITH THE LAND

This Agreement shall be binding on the DEVELOPER, its successors, heirs and assigns and shall so be binding on the legal owners of all properties described within the benefit boundary of the area as shown in the attached Exhibits B and C, their successors, heirs and assigns. The DEVELOPER agrees to pay all fees for recording this Agreement with the County Recorder. The DEVELOPER shall make the actual recording and provide the CITY with confirmation thereof, but such recordation shall only be made after expiration of review period specified in Section V.

XI. HOLD HARMLESS

The DEVELOPER will indemnify and save the CITY and the CITY'S officials and agents harmless from all claims and costs of defense, arising out of this agreement, as a result of DEVELOPER actions, misconduct or breach of contract, including but not limited to attorney's fees, expert witness fees, and the cost of the services of engineering and other personnel who's time is reasonably devoted to the preparation and attendance of depositions, hearings, arbitration proceedings, settlement conferences and trials growing out of the demands and/or actions of property owners incurred in the performance or completion of this Agreement.

XI. CONSTITUTIONALITY OR INVALIDITY

If any section, subsection, clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, as it being hereby expressly declared that this Agreement and each section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, adopted and approved and ratified irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared invalid or unconstitutional.

CITY OF SYRACUSE

_____
Mayor, Terry Palmer

ATTEST:

_____
City Recorder

APPROVED AS TO FORM:

_____
City Attorney

DEVELOPER:

_____ _____
Signature Signature

Title: _____ Title: _____

STATE OF UTAH)
) ss
COUNTY OF _____)

On this day of , 20___, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared _____ and _____, to me known as the Mayor and City Recorder, for the City of Syracuse, the corporation who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said City of Syracuse, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said municipal corporation.

GIVEN under my hand and official seal this day _____of _____, 20__.

_____
NAME

NOTARY PUBLIC in and for the State of Utah,
residing at _____
My Commission Expires: _____

STATE OF UTAH)
) ss.
COUNTY OF _____)

ON THIS _____day of _____, 20__ , before me, personally appeared and , to me known to be the _____and of the Developer the party(ies) who executed - the corporation/company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their the free and voluntary act and deed of said corporation/company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

GIVEN under my hand and official seal this ____ day of_____ , 20___ .

_____
NAME

NOTARY PUBLIC in and for the State of Utah, residing at
_____
My Commission Expires: _____

Exhibit A-1, Improvement Plans

Exhibit A-2, Offsite Improvement Agreement

Exhibit B, legal description of properties

Exhibit C, map (showing benefited properties)

Exhibit D, document showing break-down of cost apportionment

EXHIBT A-1

IMPROVEMENT PLANS

Reeve & Associates, Inc. - Solutions You Can Build On

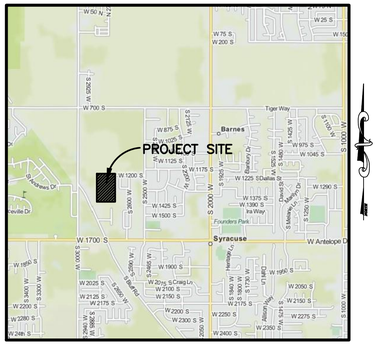
Project Narrative/Notes/Revisions

1) 8/20/13 RH – COMPLETED DESIGN FOR CITY SUBMITTAL.
2) 10/1/13 RH – REVISED PLANS PER CLIENT REQUEST.
3) 11/1/13 RH – REVISED PLANS PER CLIENT REQUEST.
4) 11/26/13 ST – REVISED PLANS PER CITY REQUEST.

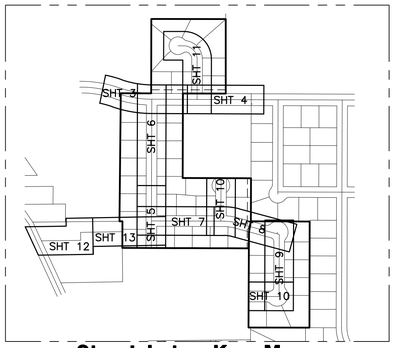
COUNTRY FIELDS SUBDIVISION

Improvement Plans

SYRACUSE CITY, DAVIS COUNTY, UTAH
AUGUST 2013



Vicinity Map
NOT TO SCALE



Sheet Index Key Map
NOT TO SCALE

Sheet Index

Sheet 1 - Cover/Index Sheet
Sheet 2 - Street Cross-Sections/Legend/Notes
Sheet 3 - 1200 South St. 26+50.00 - 31+00.00
Sheet 4 - 1200 South St. 31+00.00 - 35+50.00
Sheet 5 - 2775 West St. 15+00.00 - 19+00.00
Sheet 6 - 2775 West St. 19+00.00 - 24+50.00
Sheet 7 - 1500 South St. 10+00.00 - 14+01.93
Sheet 8 - 1500 South St. 14+01.93 - 18+50.00
Sheet 9 - 2675 West St. 14+50.00 - 20+00.00
Sheet 10 - 2700 West St. 5+00.00 - 8+00.00
1550 South St. 10+25.00 - 12+50.00
Sheet 11 - 2750 West St. 5+00.00 - 10+00.00
Sheet 12 - Utility Outfall 10+00.00 - 14+00.00
Sheet 13 - Utility Outfall 14+00.00 - 18+00.00
Sheet 14 - Storm Water Pollution Prevention Plan
Sheet 15 - Storm Water Pollution Prevention Plan

100 0 100 200 300
Scale: 1" = 100'

Revised 11-26-13

Engineer's Notice To Contractors

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

Contact:
Mike Schultz
Castle Creek Homes
1798 West 5150 South, #103
Roy, Utah 84067
PH: (801) 525–0681

Blue Stakes Location Center
Call: Toll Free
1-800-662-4111
Two Working Days Before You Dig

Reeve & Associates, Inc.
920 CHAMBERS STREET, SUITE 14, OGDEN, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2666 E-MAIL: mail@reeveassociates.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION
10–1–13 RH	Client Changes
11–1–13 RH	Client Changes
11–26–13 ST	City Changes

Country Fields Subdivision
SYRACUSE CITY, DAVIS COUNTY, UTAH
Cover/Index Sheet

REGISTERED PROFESSIONAL ENGINEER 375328 J. NATE REEVE STATE OF UTAH

Project Info.
Engineer: J. NATE REEVE, P.E.
Drafter: R. HANSEN
Begin Date: AUGUST 14, 2013
Name: COUNTRY FIELDS SUBDIVISION
Number: 3784–48

Sheet 1 / 15 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 920 CHAMBERS STREET, SUITE #14, OGDEN, UTAH 84403, AND SHALL NOT BE PHOTOCOPIED, RE–DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Reeve & Associates, Inc. - Solutions You Can Build On

Reeve & Associates, Inc. - Solutions You Can Build On

GENERAL NOTES:

1. ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: GOVERNING UTILITY MUNICIPALITY, GOVERNING CITY OR COUNTY (IF UN-INCORPORATETED), INDIVIDUAL PRODUCT MANUFACTURERS, AMERICAN PUBLIC WORKS ASSOCIATION (APWA), AND THE DESIGN ENGINEER. THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
2. CONTRACTOR TO STRICTLY FOLLOW GEOTECHNICAL RECOMMENDATIONS FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATLON/BACKFILL, SITE GRUBBING, RETAINING WALLS AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH THE PROJECT GEOTECHNICAL ENGINEER.
3. TRAFFIC CONTROL, STRIPING &' SIGNAGE TO CONFORM TO CURRENT GOVERNING AGENCIES TRANSPORTATION ENGINEER'S MANUAL AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
4. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
5. CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
6. AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
7. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
8. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
9. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
10. ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD, INCLUDING OBTAINING REQUIRED INSPECTIONS.
11. ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.
12. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND.
13. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH BY THE GEOTECHNICAL ENGINEER.
14. CATCH SLOPES SHALL BE GRADED AS SPECIFIED ON GRADING PLANS.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FLAGGING, CAUTION SIGNS, LIGHTS, BARRICADES, FLAGMEN, AND ALL OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
16. CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PLANS AND SPECIFICATIONS.
17. CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY HIMSELF BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS HE MAY PREFER OF THE LOCATIONS OF THE PROPOSED WORK AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK. IF, DURING THE COURSE OF HIS EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO HIM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, HE SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING HIS BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, HE HAS RELIED AND IS RELYING ON HIS OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON HIS OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO, THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT HE HAS NOT RELIED SOLELY UPON OWNER- OR ENGINEER-FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING HIS BID.
18. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
19. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER, ENGINEER, AND/OR GOVERNING AGENCIES.
20. CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.
21. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
23. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
24. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
25. CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
26. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE HIGHEST QUALITY ARE TO BE USED.
27. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR. PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THE TRUE INTENT AND PURPOSE OF THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.
28. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO TIE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.
29. CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4 FEET OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH LOCAL, STATE AND NATIONAL SAFETY CODES, ORDINANCES. OR REQUIREMENTS FOR EXCAVATION AND TRENCHES.
30. ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE

UTILITY NOTES

1. CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE SERVICE, GAS SERVICE, CABLE, POWER, INTERNET.
2. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS USING A COMBINATION OF ON-SITE SURVEYS (BY OTHERS). PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE IN THE FIELD, THEIR MAIN AND SERVICE LINES 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
3. CONTRACTOR SHALL POT HOLE ALL UTILITIES TO DETERMINE IF CONFLICTS EXIST PRIOR TO BEGINNING ANY EXCAVATION. NOTIFY ENGINEER OF ANY CONFLICTS. CONTRACTOR SHALL VERIFY LOCATION AND INVERTS OF EXISTING UTILITIES TO WHICH NEW UTILITIES WILL BE CONNECTED. PRIOR TO COMMENCING ANY EXCAVATION WORK THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH THE REQUIRED PROCEDURES.
4. CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT HIS EXPENSE.
5. ALL VALVES AND MANHOLE COVERS SHALL BE RAISED OR LOWERED TO MEET FINISHED GRADE.
6. CONTRACTOR SHALL CUT PIPES OFF FLUSH WITH THE INSIDE WALL OF THE BOX OR MANHOLE.
7. CONTRACTOR SHALL GROUT AT CONNECTION OF PIPE TO BOX WITH NON-SHRINKING GROUT, INCLUDING PIPE VOIDS LEFT BY CUTTING PROCESS, TO A SMOOTH FINISH.
8. CONTRACTOR SHALL GROUT WITH NON-SHRINK GROUT BETWEEN GRADE RINGS AND BETWEEN BOTTOM OF INLET LID FRAME AND TOP OF CONCRETE BOX
9. SILT AND DEBRIS IS TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
10. CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
11. EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DE-WATERED CONDITIONS.
12. CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
13. MAINTAIN A MINIMUM 18" VERTICAL SEPARATION DISTANCE BETWEEN ALL UTILITY CROSSINGS.
14. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
15. ALL BOLTED FITTINGS MUST BE GREASED AND WRAPPED.
16. UNLESS SPECIFICALLY NOTED OTHERWISE, MAINTAIN AT LEAST 2 FEET OF COVER OVER ALL STORM DRAIN LINES AT ALL TIMES (INCLUDING DURING CONSTRUCTION).
17. ALL WATER LINES SHALL BE INSTALLED A MINIMUM OF 60" BELOW FINISHED GRADE.
18. ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, PIPE EDGE TO PIPE EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, THE SEWER LINE AND WATER LINE SHALL BE LAID IN SEPARATE TRENCHES AND THE BOTTOM OF THE WATER LINE SHALL BE AT LEAST 18" ABOVE THE TOP OF THE SEWER LINE.
19. CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
20. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
21. CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

EROSION CONTROL GENERAL NOTES:

THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.

CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.

WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT "OPEN" FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.

THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.

ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION PLAN AND FILE A "NOTICE OF INTENT" WITH THE GOVERNING AGENCIES.

MAINTENANCE:

ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.

THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.

SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DA Y. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.

EXPOSED SLOPES:

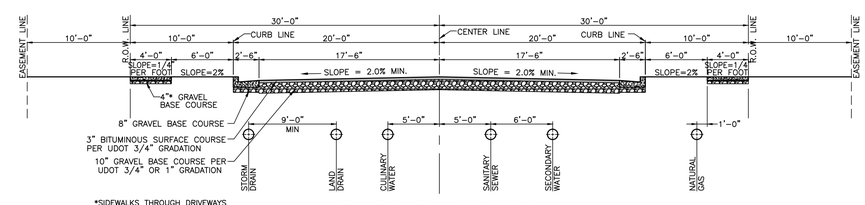
ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:
- A) Spraying DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED
- B) TRACKING STRAW PERPENDICULAR TO SLOPES
- C) INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

Master Legend

—W—	= PROPOSED CULINARY WATER LINE		= EXISTING CATCH BASIN	L.F.	= LINEAR FEET
—EX.W—	= EXISTING CULINARY WATER LINE		= EXISTING SPRINKLER	NG	= NATURAL GRADE
—SS—	= PROPOSED SANITARY SEWER LINE		= PLUG W/ 2" BLOW-OFF	O.C.	= ON CENTER
—EX.SS—	= EXISTING SANITARY SEWER LINE		= AIR-VAC ASSEMBLY	PC	= POINT OF CURVE
—SD—	= PROPOSED STORM DRAIN LINE		= PROPOSED REDUCER	PRC	= POINT OF REVERSE CURVE
—EX.SD—	= EXISTING STORM DRAIN LINE		= PLUG & BLOCK	PRVC	= POINT OF REVERSE VERTICAL CURVE
—LD—	= PROPOSED LAND DRAIN LINE		= STREET LIGHT	PT	= POINT OF TANGENT
—EX.LD—	= EXISTING LAND DRAIN LINE		= SIGN	PP	= POWER/UTILITY POLE
—SW—	= PROPOSED SECONDARY WATER LINE	BLDG	= BUILDING	P.U.E.	= PUBLIC UTILITY EASEMENT
—EX.SW—	= EXISTING SECONDARY WATER LINE	BVC	= BEGIN VERTICAL CURVE	R/C	= REBAR & CAP
—IRR—	= PROPOSED IRRIGATION LINE	C&G	= CURB & GUTTER	RCB	= REINFORCED CONCRETE BOX
—EX.IRR—	= EXISTING IRRIGATION LINE	CB	= CATCH BASIN	RCP	= REINFORCED CONCRETE PIPE
—OHP—	= EXISTING OVERHEAD POWER LINE	C.F.	= CUBIC FEET	RIM	= RIM OF MANHOLE
—TEL—	= EXISTING TELEPHONE LINE	C.F.S.	= CUBIC FEET PER SECOND	R.O.W.	= RIGHT-OF-WAY
—GAS—	= EXISTING NATURAL GAS LINE	CL	= CENTERLINE	SD	= STORM DRAIN
	= EXISTING EDGE OF PAVEMENT	DI	= DUCTILE IRON	SS	= SANITARY SEWER
	= FENCE LINE	EP	= EDGE OF PAVEMENT	SW	= SECONDARY WATER
	= MASONRY BLOCK/RETAINING WALL	EVC	= END VERTICAL CURVE	TBC	= TOP BACK OF CURB
	= DITCH/SWALE FLOWLINE	FC	= FENCE CORNER	TOE	= TOE OF SLOPE
	= PROPOSED FIRE HYDRANT	FF	= FINISH FLOOR	TOP	= TOP OF SLOPE
	= EXISTING FIRE HYDRANT	FFE	= FINISH FLOOR ELEVATION	TOW	= TOP OF WALL
	= PROPOSED MANHOLE	FG	= FINISHED GRADE	TSW	= TOP OF SIDEWALK
	= EXISTING MANHOLE	FH	= FIRE HYDRANT	VPI	= VERTICAL POINT OF INTERSECT.
	= PROPOSED SEWER CLEAN-OUT	FL	= FLOW LINE	W	= CULINARY WATER
	= PROPOSED GATE VALVE	GB	= GRADE BREAK	WM	= WATER METER
	= EXISTING GATE VALVE	HDPE	= HIGH DENSITY POLYETHYLENE PIPE		= PROPOSED PAVEMENT
	= PROPOSED WATER METER	INV	= INVERT		= PROPOSED CONCRETE
	= EXISTING WATER METER	IRR	=IRRIGATION		
	= PROPOSED CATCH BASIN	LD	= LAND DRAIN		

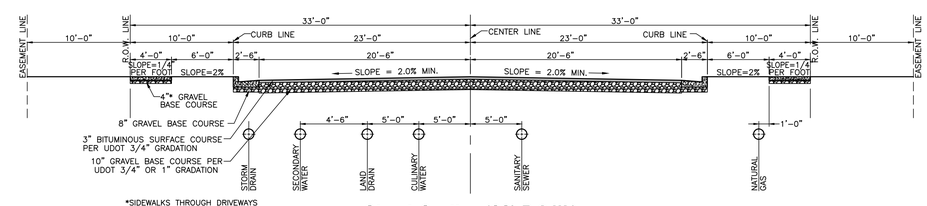
General Notes

1. ALL CONSTRUCTION ON THIS PROJECT SHALL CONFORM TO THE DEVELOPMENT STANDARDS OF SYRACUSE CITY AND THE DETAIL DRAWINGS CONTAINED THEREIN. SYRACUSE CITY PUBLIC WORKS REQUIREMENTS SHALL BE MET.
2. THE LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.
3. ELEVATIONS SHOWN AT THE CURB LINE ARE TOP OF CURB ELEVATIONS.
4. THE STREET STRUCTURAL CROSS SECTION IS PER THE DETAILS CONTAINED WITHIN THESE PLANS.
5. WATER LINE PIPE SHALL BE PVC C-900 CLASS 200. WASHOUT ASSEMBLIES SHALL CONSIST OF A KUPFERLE FOUNDRY CO. 2" BLOW-OFF HYDRANT (OR CITY-APPROVED EQUIV.) PLACED IN A BOX LOCATED IN THE PARK STRIP. WATER LINES SHALL BE ADJUSTED IN DEPTH AND GATE VALVES IN LOCATION SO AS NOT TO INTERFERE WITH STORM DRAIN CROSSINGS.
6. SANITARY SEWER LATERALS SHALL BE WHITE, AND FOUNDATION DRAIN LATERALS SHALL BE GREEN TO PREVENT CONFUSION. FOUNDATION DRAIN MANHOLE LIDS SHALL BE MARKED "DRAIN" AND SHALL BE UN-VENTED.



*SIDEWALKS THROUGH DRIVEWAYS SHALL BE 6" THICK ON 8" OF UNTREATED BASE COURSE.

Street Section (60' R.O.W.)
SCALE: NONE



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Street Section (66' R.O.W.)
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11-1-13 RH	Client Changes
11-26-13 ST	City Changes

Revised 11-26-13

Country Fields Subdivision

SYRACUSE CITY, DAVIS COUNTY, UTAH

Street Cross-Sections/ Master Legend/Notes

REGISTERED PROFESSIONAL ENGINEER
375328
J. NATE REEVE
STATE OF UTAH

Project Info.

Engineer: J. NATE REEVE, P.E.
Drafter: R. HANSEN
Begin Date: AUGUST 14, 2013
Name: COUNTRY FIELDS SUBDIVISION
Number: 3784-48

Sheet 2 of 15 Sheets

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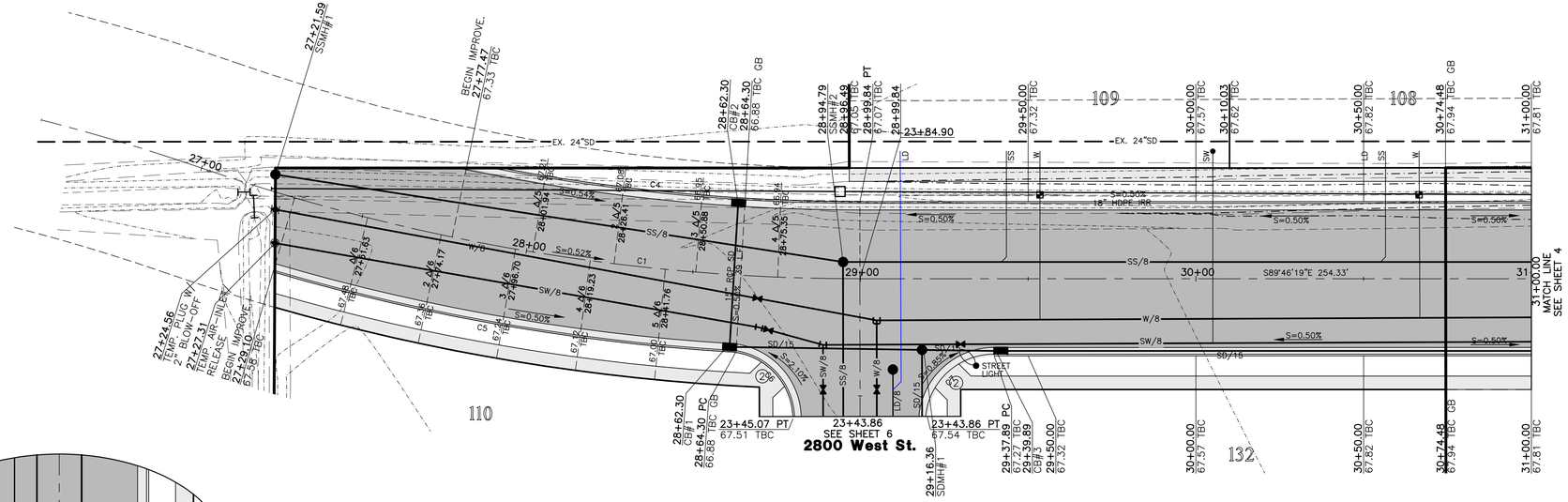

Key Map

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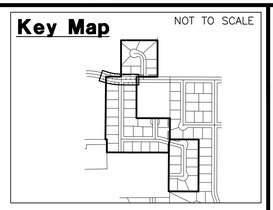

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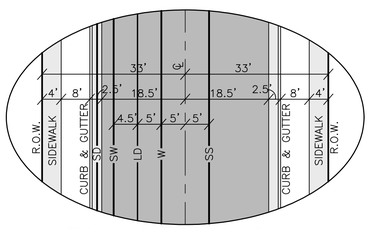


Street Dimensions

LOOKING DOWN-STATION

1200 South Street

20 0 20 40 60

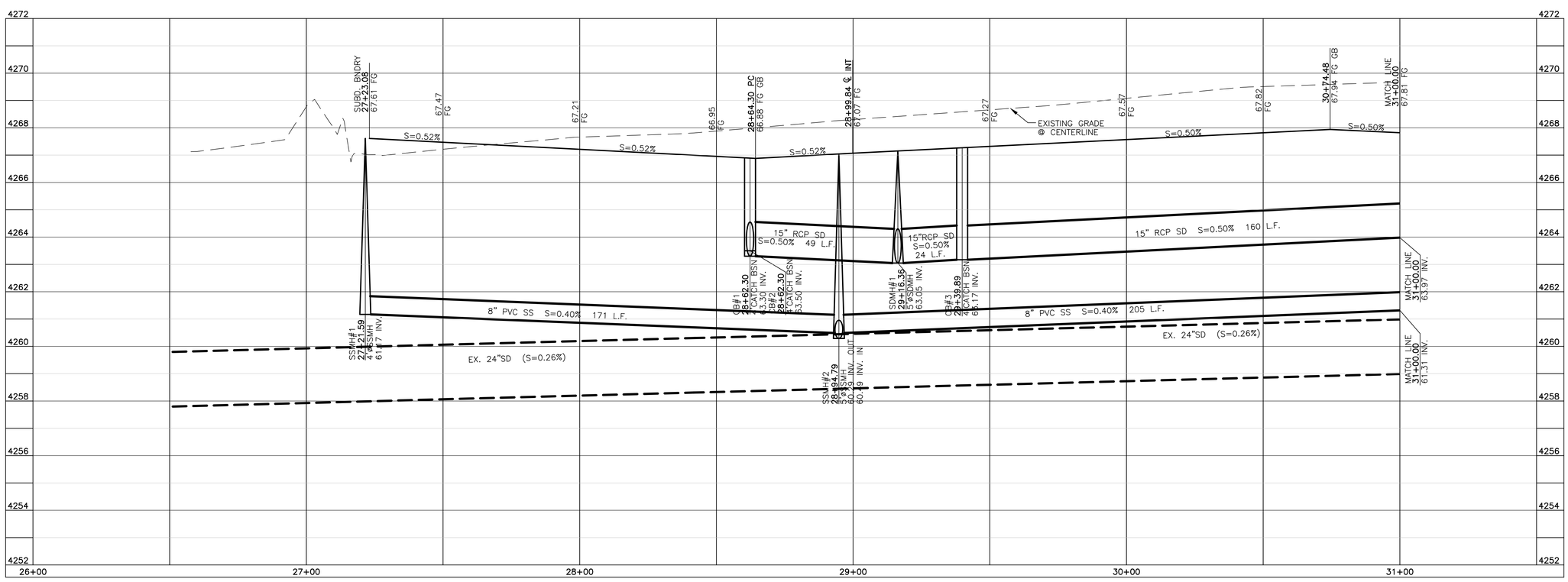
Horizontal Scale: 1" = 20'
Vertical Scale: 1" = 2'

Centerline Curve Data

#	Delta	Radius	Length	Tangent	Chord	CH Length
C1	16°52'45"	600.00'	176.76'	89.02'	S81°19'57"E	176.12'

TBC Curve Data

#	Delta	Radius	Length	Tangent	Chord	CH Length
C4	10°40'48"	577.00'	107.55'	53.93'	S84°25'45"E	107.40'
C5	12°41'24"	623.00'	137.98'	69.27'	S79°51'53"E	137.70'
C6	86°22'12"	20.00'	30.15'	18.77'	N43°01'29"W	27.37'
C7	90°03'27"	20.00'	31.44'	20.02'	S45°11'20"W	28.30'



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Country Fields Subdivision

SYRACUSE CITY, DAVIS COUNTY, UTAH

1200 South Street 26+50.00 - 31+00.00

Revised 11-26-13

REGISTERED PROFESSIONAL ENGINEER
375328
J. NATE REEVE
STATE OF UTAH

Project Info.

Engineer: J. NATE REEVE, P.E.
Drafter: R. HANSEN
Begin Date: AUGUST 14, 2013
Name: COUNTRY FIELDS SUBDIVISION
Number: 3784-48

Sheet	15
3	Sheets

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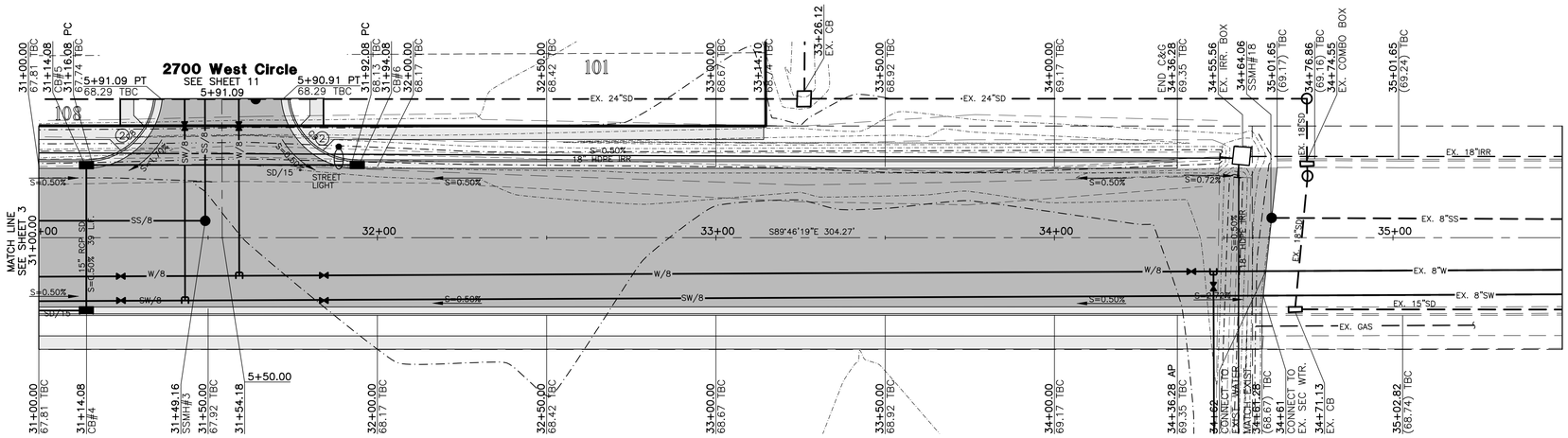

Key Map

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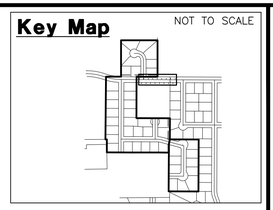

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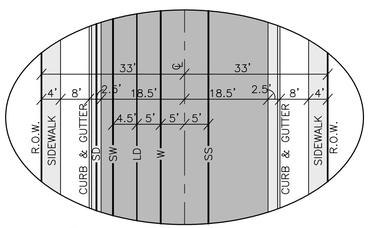
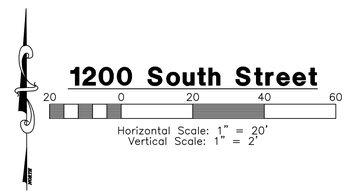


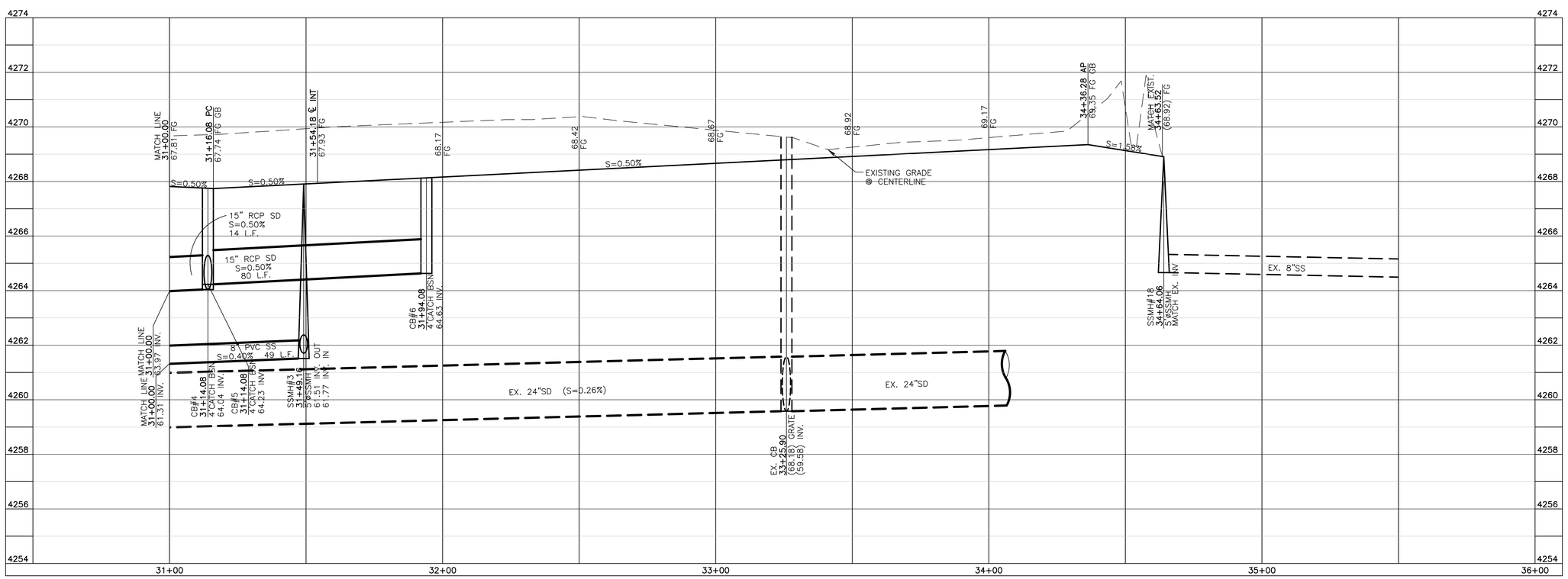
Street Dimensions

LOOKING DOWN-STATION



TBC Curve Data

#	Delta	Radius	Length	Tangent	Chord	CH Length
C8	90°08'19"	20.00'	31.46'	20.05'	N45°09'32"E	28.32'
C9	89°51'41"	20.00'	31.37'	19.95'	S44°50'28"E	28.25'



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REVISIONS

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Country Fields Subdivision
SYRACUSE CITY, DAVIS COUNTY, UTAH

1200 South Street
31+00.00 - 35+50.00

Revised 11-26-13

REGISTERED PROFESSIONAL ENGINEER
375328
J. NATE REEVE
STATE OF UTAH

Project Info.
Engineer: J. NATE REEVE, P.E.
Drafter: R. HANSEN
Begin Date: AUGUST 14, 2013
Name: COUNTRY FIELDS SUBDIVISION
Number: 3784-48

Sheet 4 of 15 Sheets

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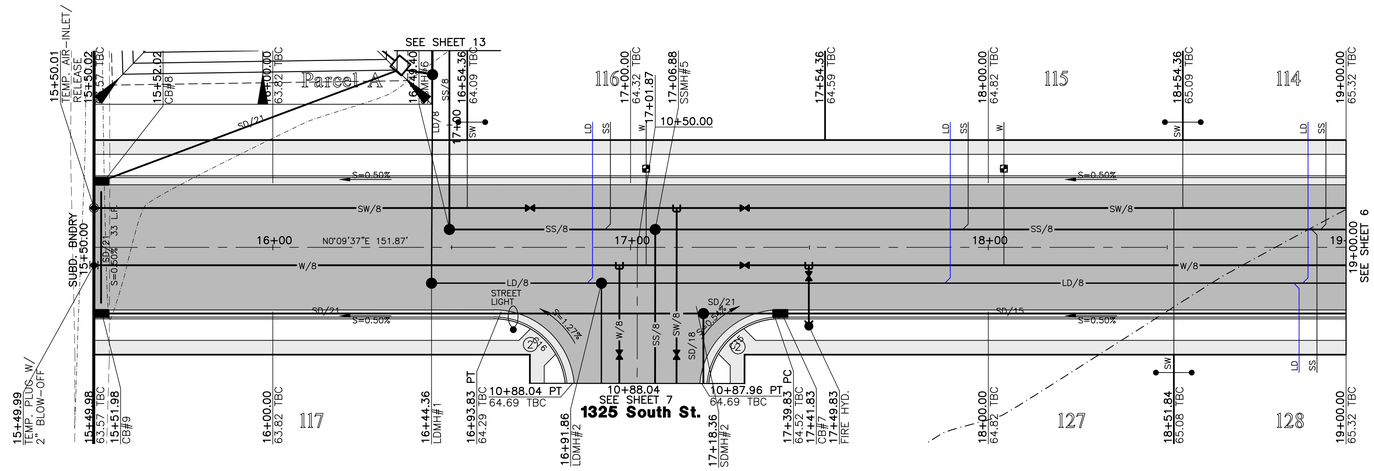


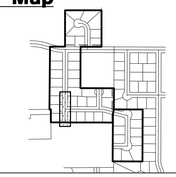
2800 West Street

20 0 20 40 60

Horizontal Scale: 1" = 20'
Vertical Scale: 1" = 2'

Key Map

NOT TO SCALE



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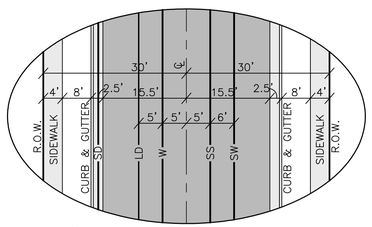
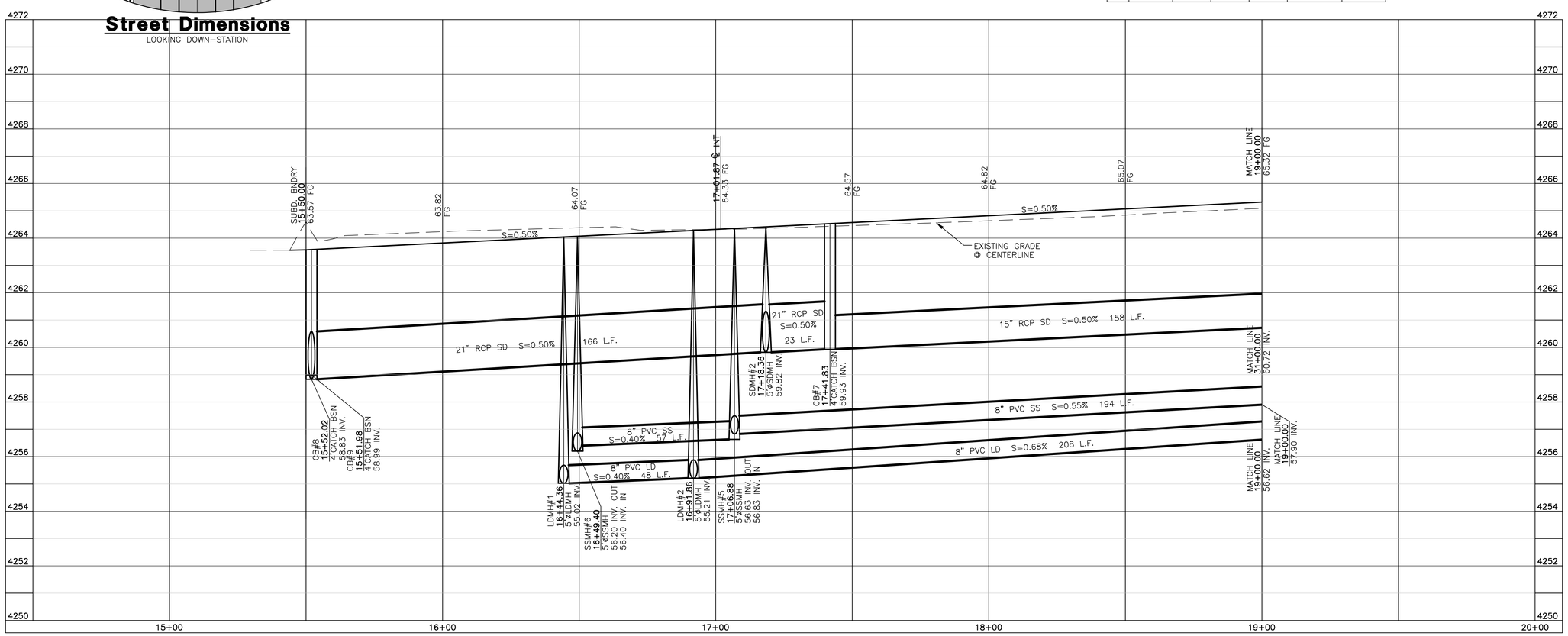


Street Dimensions

LOOKING DOWN-STATION



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Country Fields Subdivision

SYRACUSE CITY, DAVIS COUNTY, UTAH

2800 West Street 15+00.00 - 19+00.00

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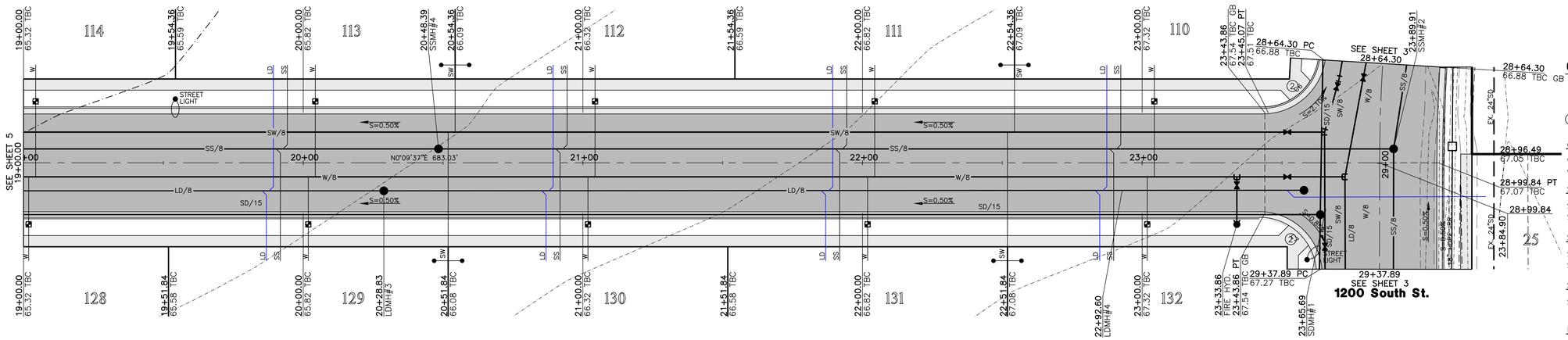

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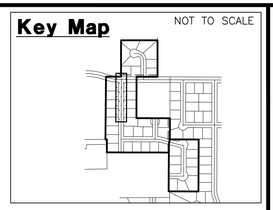

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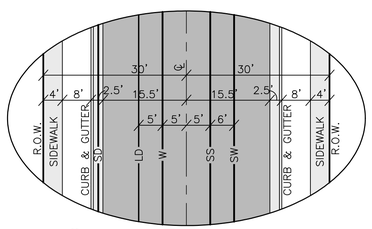

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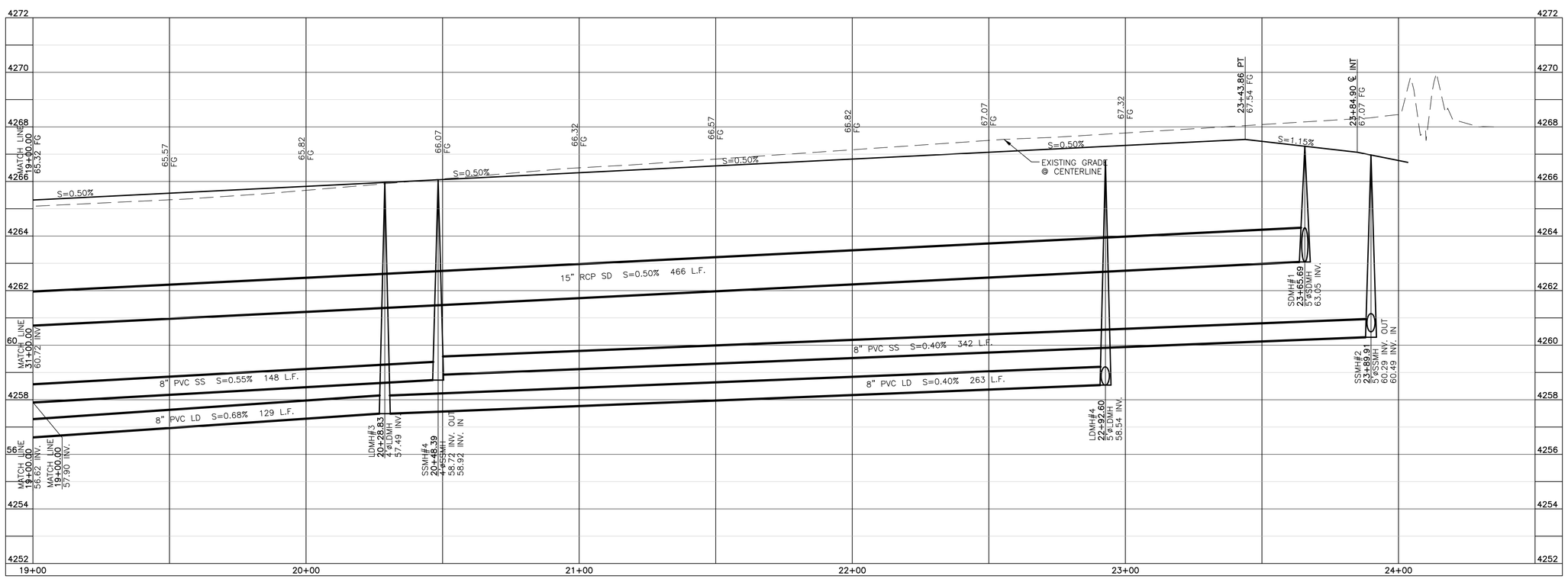

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Revised 11-26-13

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Number: 3784-48

Sheet 6 of 15 Sheets

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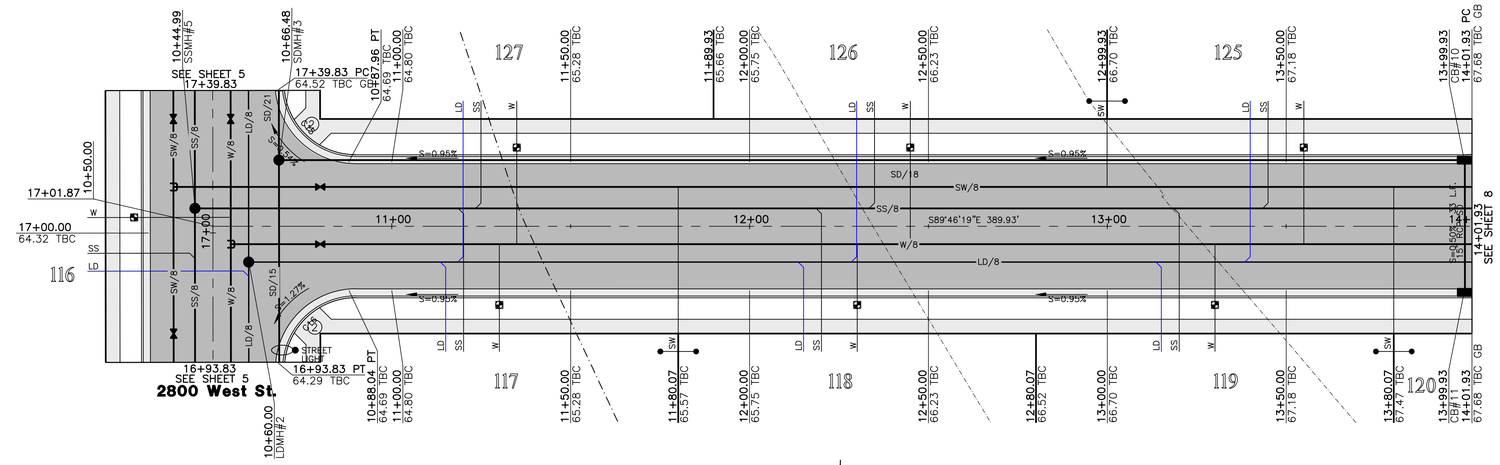
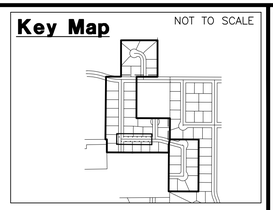


Key Map

NOT TO SCALE



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CULINARY WATER

W/8 – 8" PVC DR-14 C-900 CLASS 200 WATER
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SANITARY SEWER

SS/8 – 8" PVC SDR-35 SEWER LINE
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STORM DRAIN

SD/15 – 15" RCP STORM DRAIN
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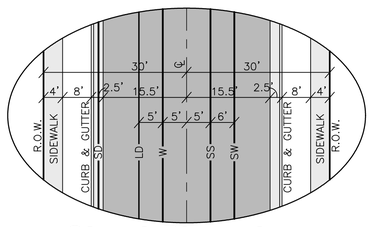
SECONDARY WATER

SW/8 – 8" PVC DR-14 C-900 SECONDARY WATER LINE

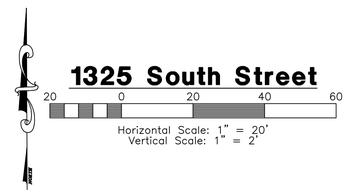
LAND DRAIN

LD/8 – 8" PVC SDR-35 LAND DRAIN LINE



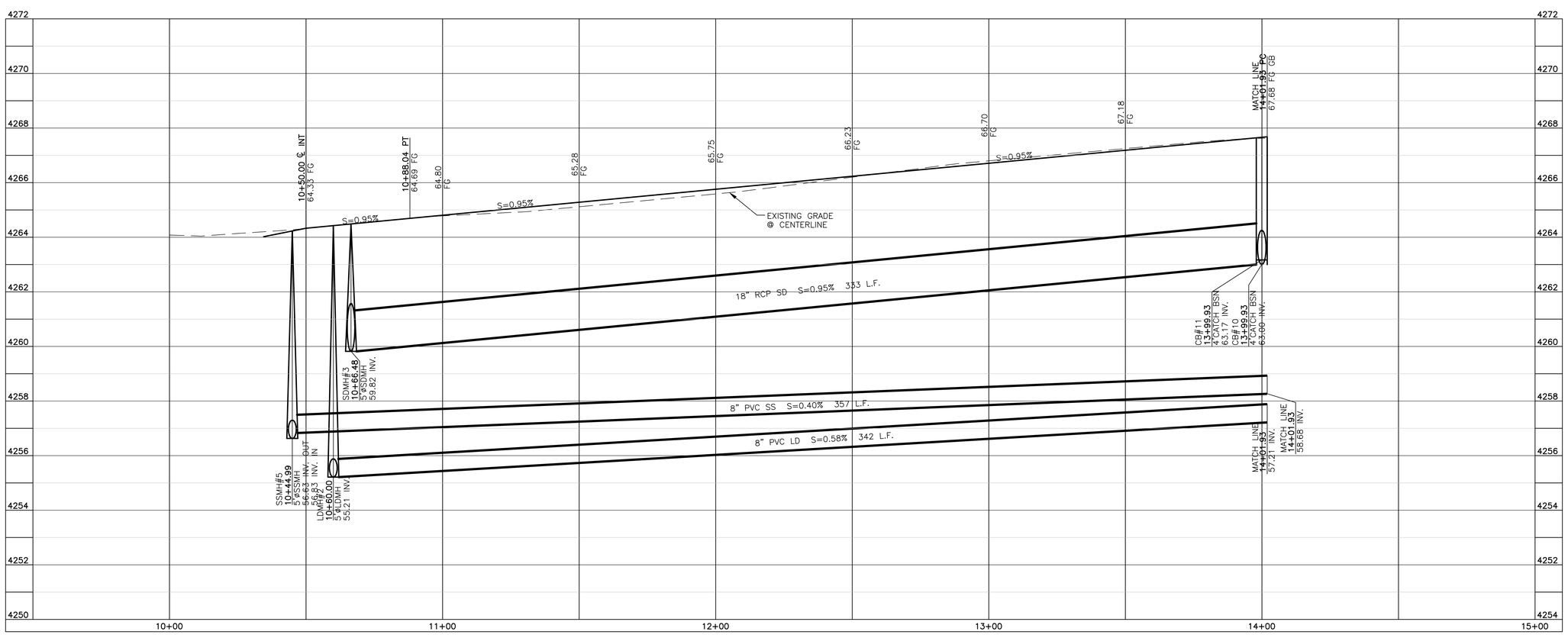
Street Dimensions

LOOKING DOWN–STATION



TBC Curve Data

#	Delta	Radius	Length	Tangent	Chord	CH Length
C15	89°55'56"	20.00'	31.39'	19.98'	S44°48'21"E	28.27'
C16	90°04'04"	20.00'	31.44'	20.02'	S45°11'39"W	28.30'



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REVISIONS

DATE	DESCRIPTION
10-1-13 RH	Client Changes
11-1-13 RH	Client Changes
11-26-13 ST	City Changes

Country Fields Subdivision

SYRACUSE CITY, DAVIS COUNTY, UTAH

1325 South Street 10+00.00 - 14+01.93

Revised 11-26-13

REGISTERED PROFESSIONAL ENGINEER
375328
J. NATE REEVE
STATE OF UTAH

Project Info.

Engineer: J. NATE REEVE, P.E.
Drafter: R. HANSEN
Begin Date: AUGUST 14, 2013
Name: COUNTRY FIELDS SUBDIVISION
Number: 3784-48

Sheet 7 of 15 Sheets

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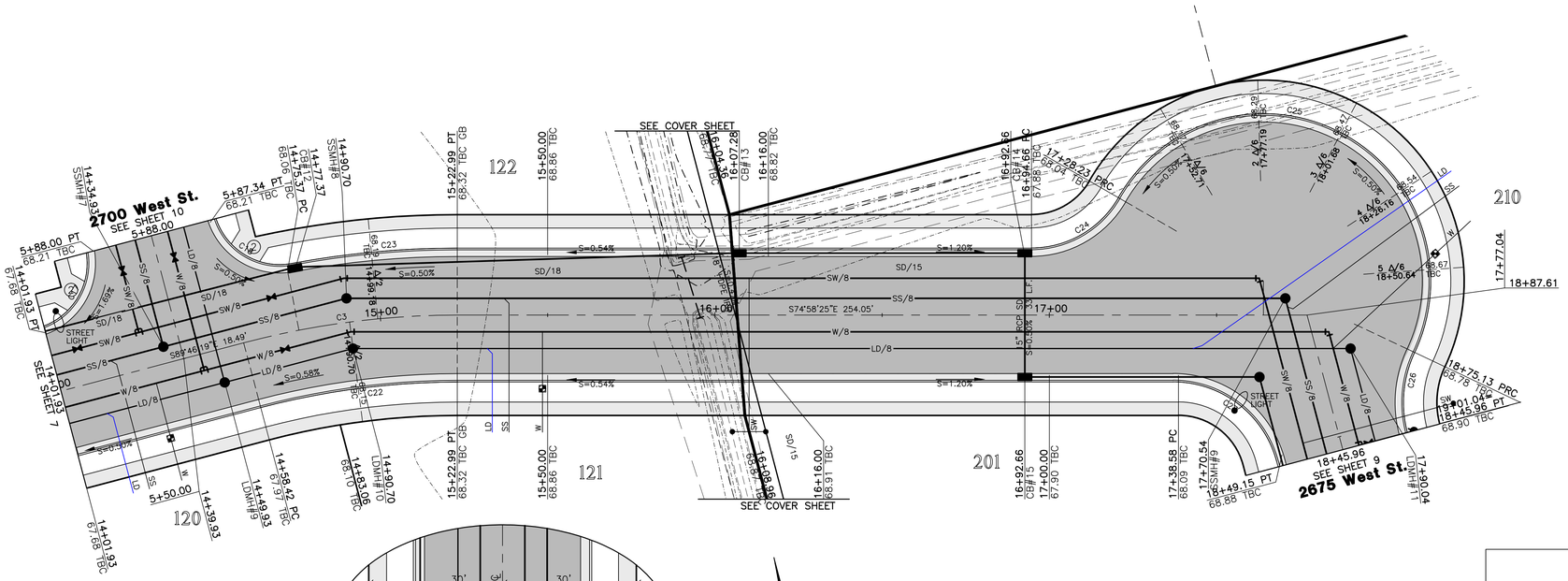

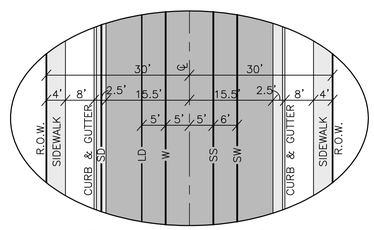

Street Dimensions

LOOKING DOWN–STATION

1325 South Street

20 0 20 40 60

Horizontal Scale: 1" = 20'
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Key Map

NOT TO SCALE

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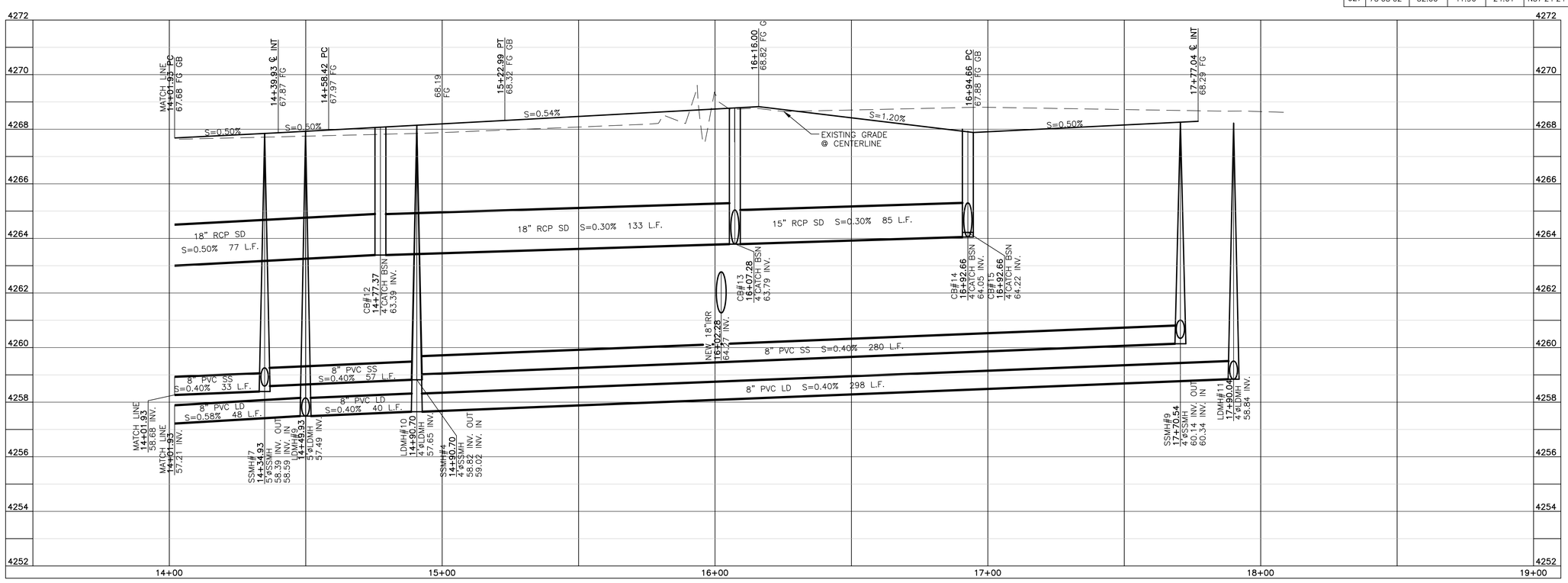
TBC Curve Data

#	Delta	Radius	Length	Tangent	Chord	CH Length
C17	90°00'00"	20.00'	31.42'	20.00'	N45°13'41"E	28.28'
C18	85°49'05"	20.00'	29.96'	18.59'	S42°40'51"E	27.23'
C22	14°47'54"	232.00'	59.92'	30.13'	N82°22'22"W	59.75'
C23	10°36'59"	268.00'	49.66'	24.90'	N80°16'54"W	49.59'
C24	60°05'54"	30.00'	31.47'	17.35'	N74°58'38"E	30.04'
C25	175°21'05"	50.00'	153.02'	1231.85'	N47°23'46"W	99.92'
C26	40°07'09"	35.00'	24.51'	12.78'	S20°13'12"W	24.01'
C27	75°08'02"	32.00'	41.96'	24.61'	N37°24'24"W	39.02'

Centerline Curve Data

#	Delta	Radius	Length	Tangent	Chord	CH Length
C3	14°47'54"	250.00'	64.57'	32.47'	S82°22'22"E	64.39'



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Revised 11-26-13

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Name: COUNTRY FIELDS SUBDIVISION
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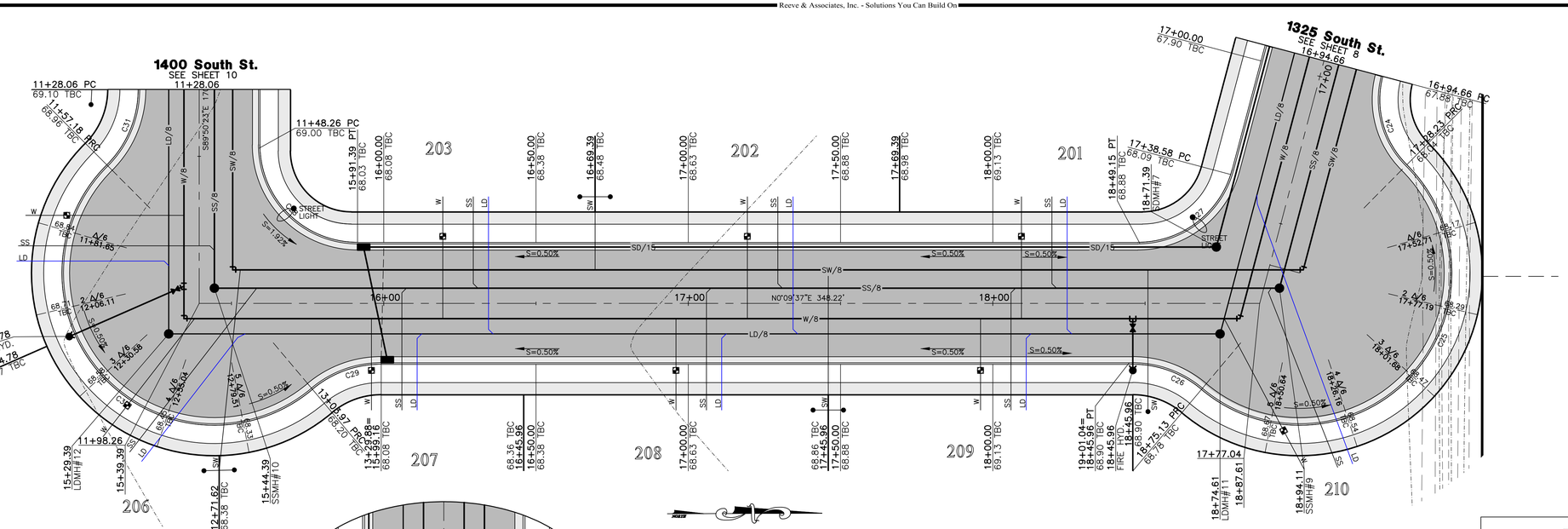

Key Map

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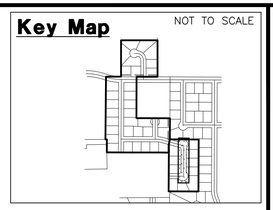

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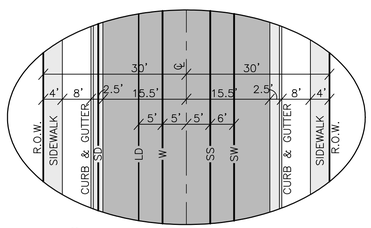
TBC Curve Data

#	Delta	Radius	Length	Tangent	Chord	CH Length
C24	60°05'54"	30.00'	31.47'	17.35'	N74°58'38"E	30.04'
C25	175°21'05"	50.00'	153.02'	1231.85'	N47°23'46"W	99.92'
C26	40°07'09"	35.00'	24.51'	12.78'	S20°13'12"W	24.01'
C27	75°08'02"	32.00'	41.96'	24.61'	N37°24'24"W	39.02'
C28	90°00'00"	32.00'	50.27'	32.00'	N45°09'37"E	45.25'
C29	40°07'09"	35.00'	24.51'	12.78'	S19°53'58"E	24.01'
C30	175°13'06"	50.00'	152.91'	1197.53'	N47°39'01"E	99.91'



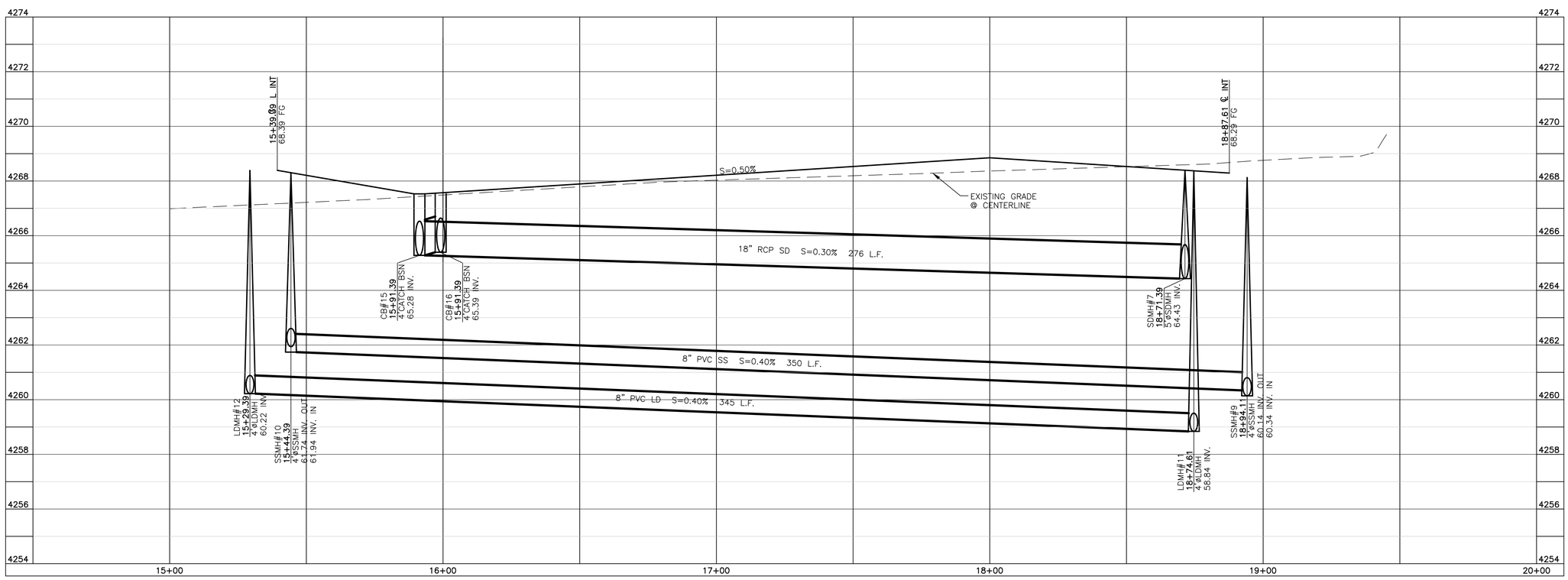
Street Dimensions

LOOKING DOWN–STATION

2675 West Street

20 0 20 40 60

Horizontal Scale: 1" = 20'
Vertical Scale: 1" = 2'



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Revised 11-26-13

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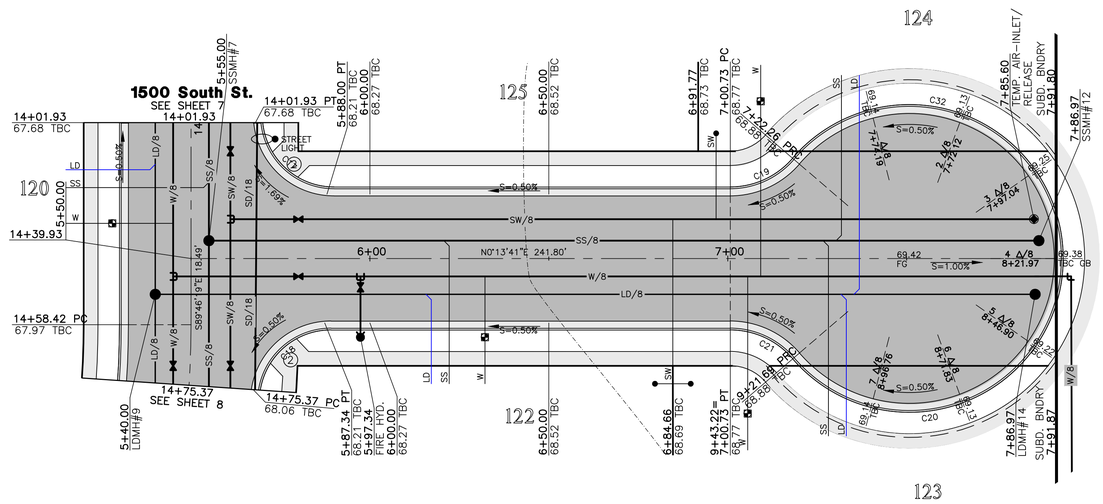

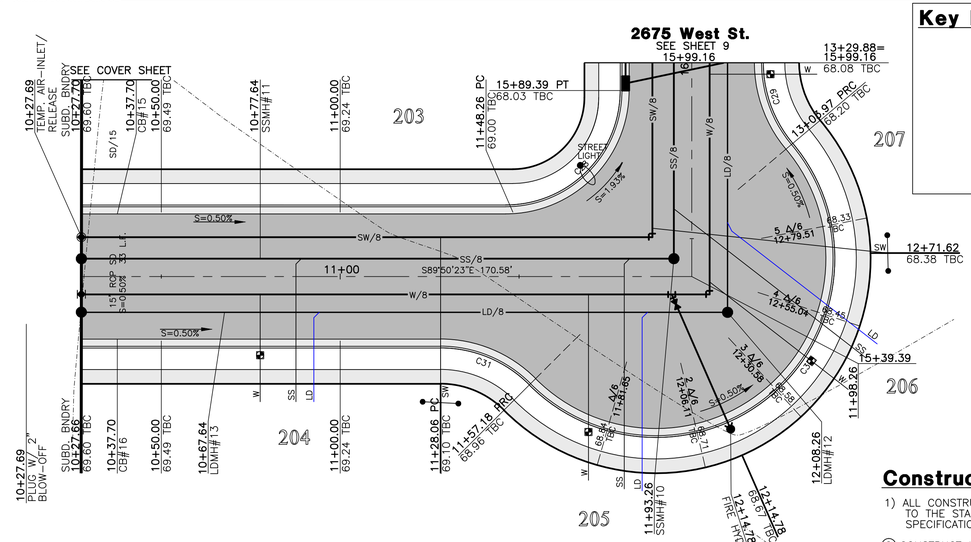

Key Map

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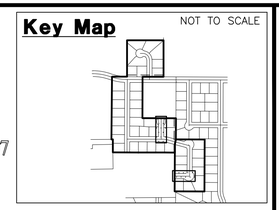

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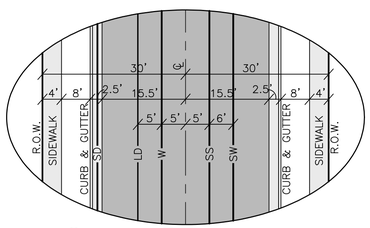

Street Dimensions

LOOKING DOWN-STATION

2700 West Street

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Horizontal Scale: 1" = 20'
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TBC Curve Data

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C17	90°00'00"	20.00'	31.42'	20.00'	N45°13'41"E	28.28'
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C19	49°20'39"	23.00'	19.81'	10.57'	N24°26'38"W	19.20'
C20	139°20'39"	43.00'	104.58'	116.07'	N20°06'00"W	80.64'
C21	49°20'39"	23.00'	19.81'	10.57'	S24°54'00"W	19.20'
C28	90°00'00"	32.00'	50.27'	32.00'	N45°09'37"E	45.25'
C29	40°07'09"	35.00'	24.51'	12.78'	S19°53'58"E	24.01'
C30	175°13'06"	50.00'	152.91'	1197.53'	N47°39'01"E	99.91'
C31	45°05'57"	35.00'	27.55'	14.53'	N67°17'25"W	26.84'
C32	139°20'39"	43.00'	104.58'	116.07'	S20°33'22"W	80.64'

1400 South Street

20 0 20 40 60

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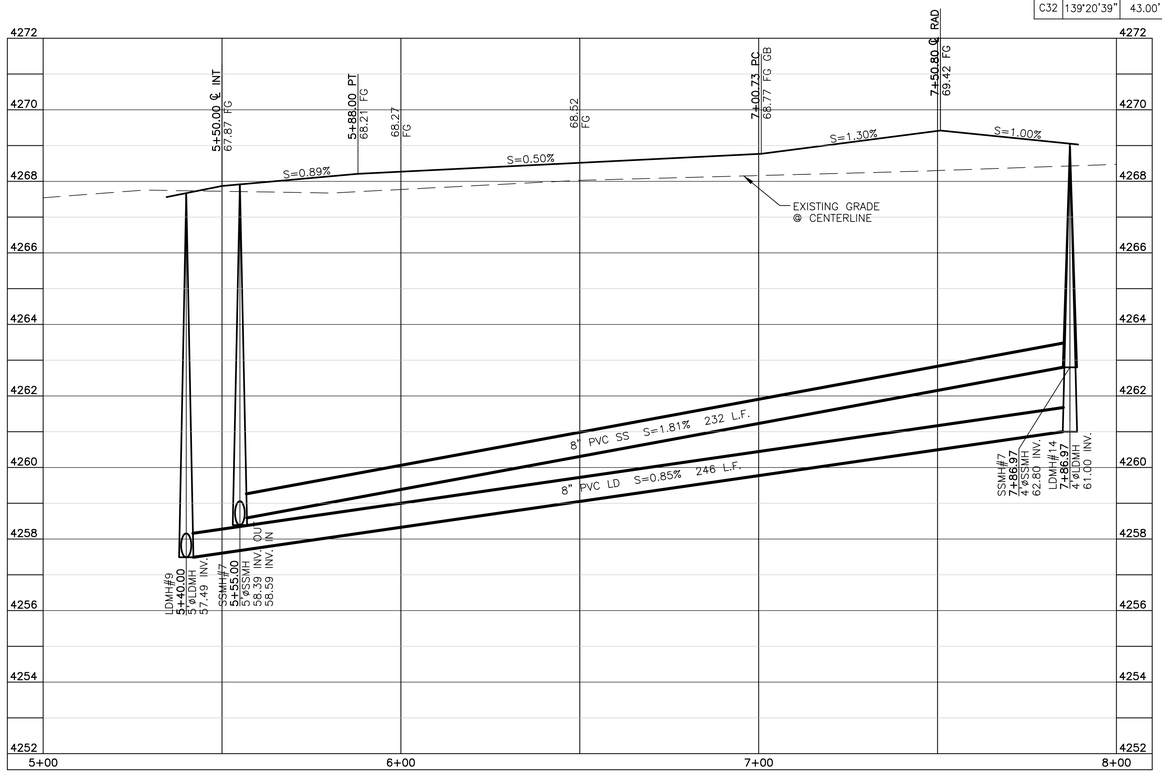
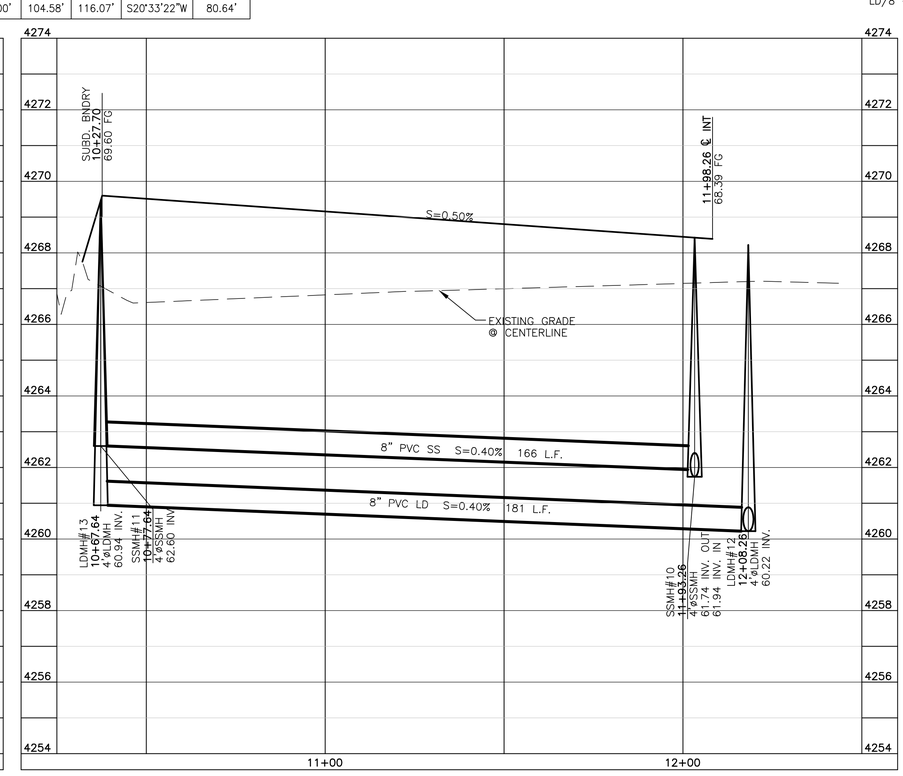
Vertical Scale: 1" = 2'





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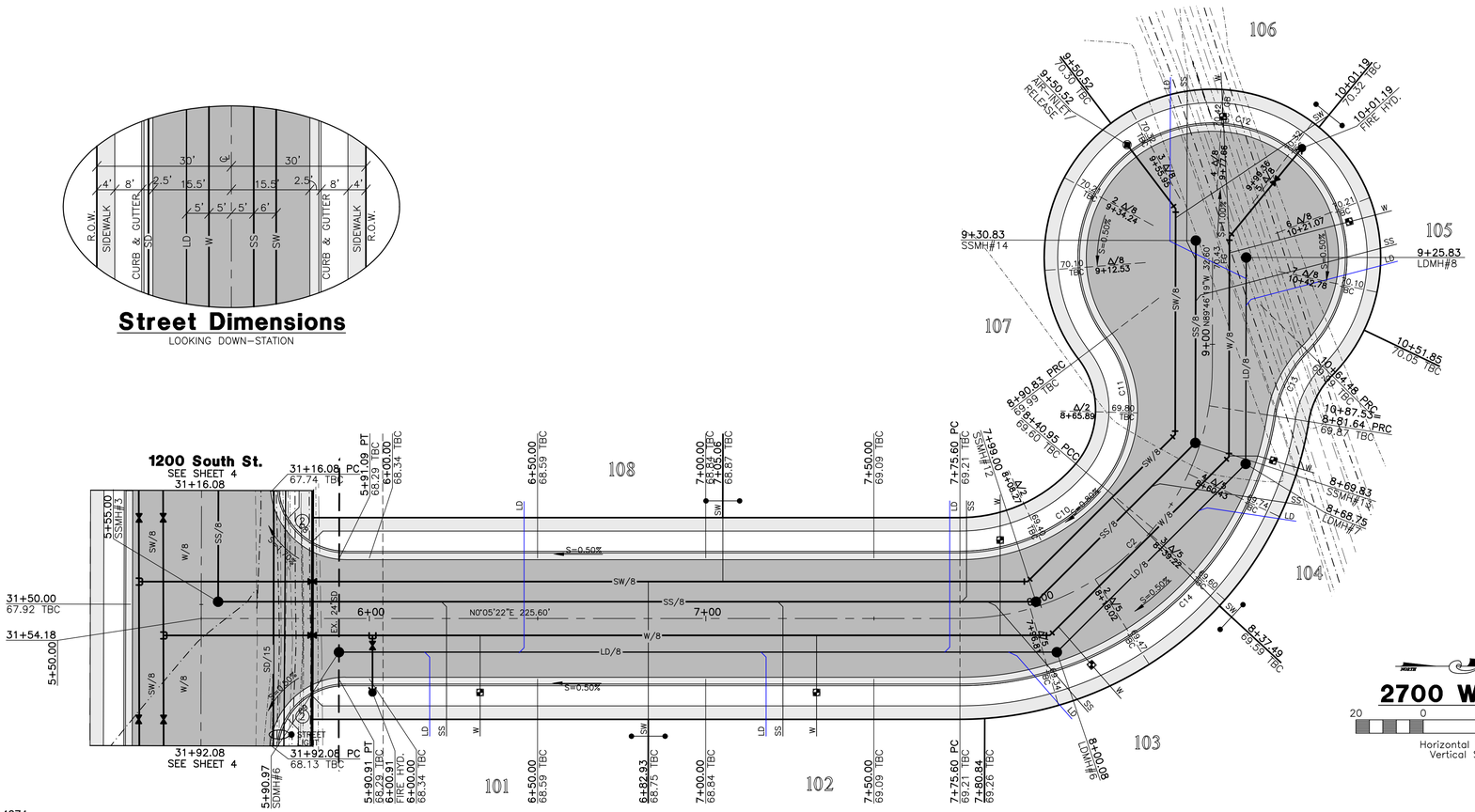

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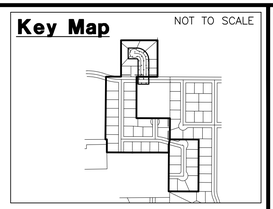

Centerline Curve Data

#	Delta	Radius	Length	Tangent	Chord	CH Length
C2	89°51'41"	75.00'	117.63'	74.82'	N44°50'28"W	105.94'

TBC Curve Data

#	Delta	Radius	Length	Tangent	Chord	CH Length
C8	90°08'19"	20.00'	31.46'	20.05'	N45°09'32"E	28.32'
C9	89°51'41"	20.00'	31.37'	19.95'	S44°50'28"E	28.25'
C10	49°55'10"	55.00'	47.92'	25.60'	N24°52'13"W	46.42'
C11	77°14'06"	35.00'	47.18'	27.96'	N88°26'51"W	43.69'
C12	261°50'24"	40.00'	182.80'	46.14'	S3°51'18"W	60.45'
C13	35°41'33"	35.00'	21.80'	11.27'	S63°04'16"E	21.45'
C14	81°00'25"	95.00'	134.31'	81.15'	N40°24'50"W	123.40'

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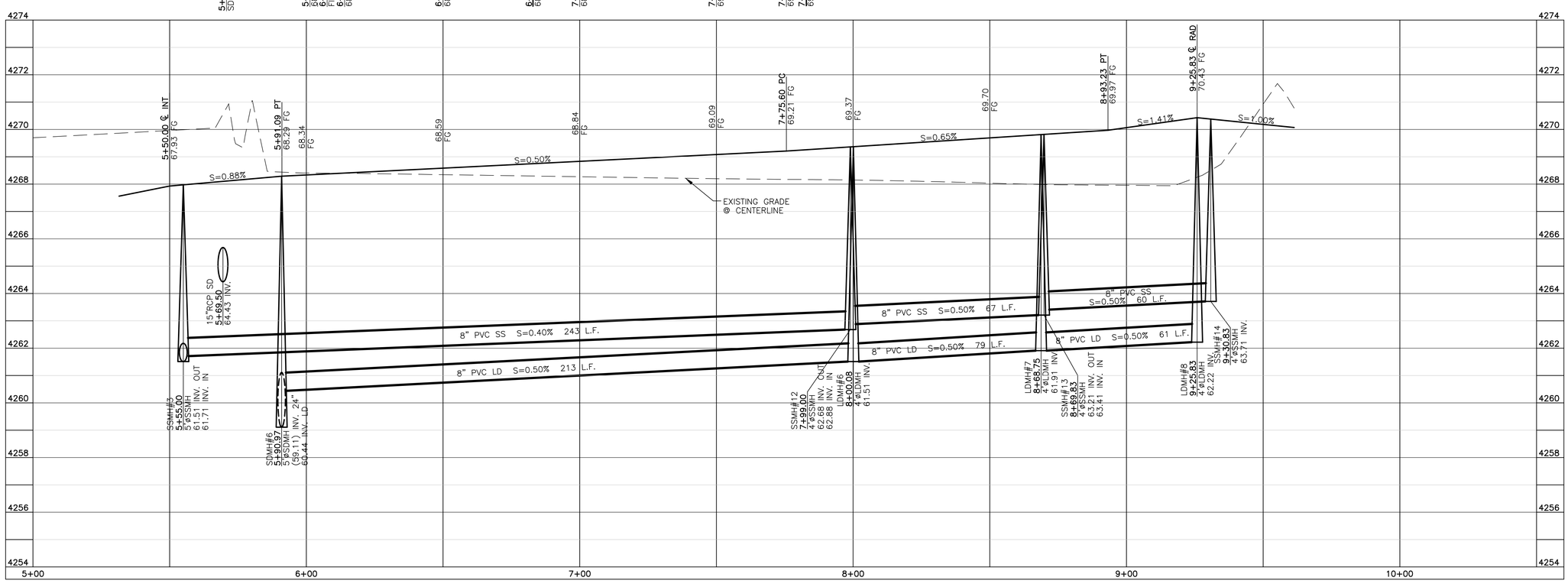

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11–26–13	ST	City Changes

Country Fields Subdivision

SYRACUSE CITY, DAVIS COUNTY, UTAH

2700 West Circle
5+00.00 - 10+00.00

Revised 11-26-13

REGISTERED PROFESSIONAL ENGINEER
375328
J. NATE REEVE
STATE OF UTAH

Project Info.

Engineer: J. NATE REEVE, P.E.
Drafter: R. HANSEN
Begin Date: AUGUST 14, 2013
Name: COUNTRY FIELDS SUBDIVISION
Number: 3784–48

Sheet 11 of 15 Sheets

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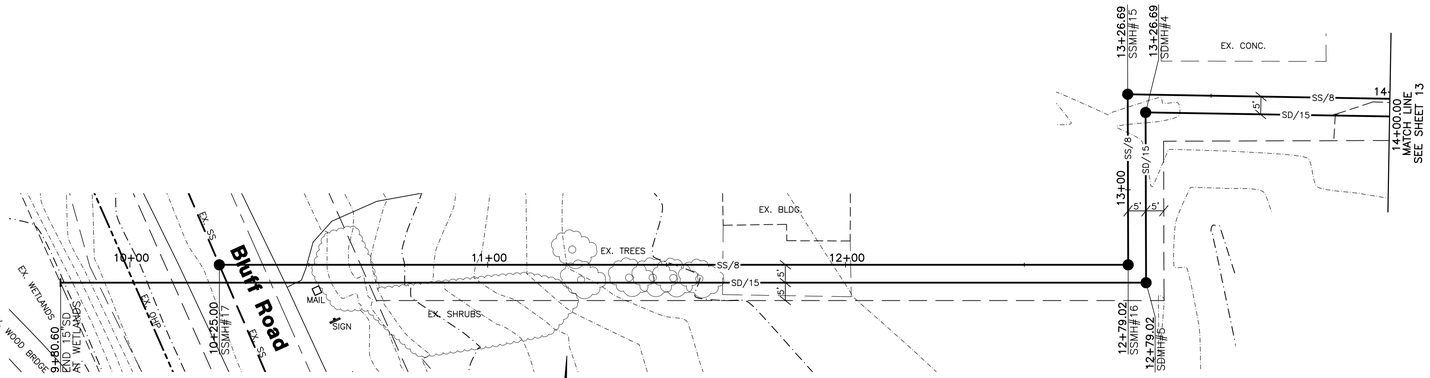
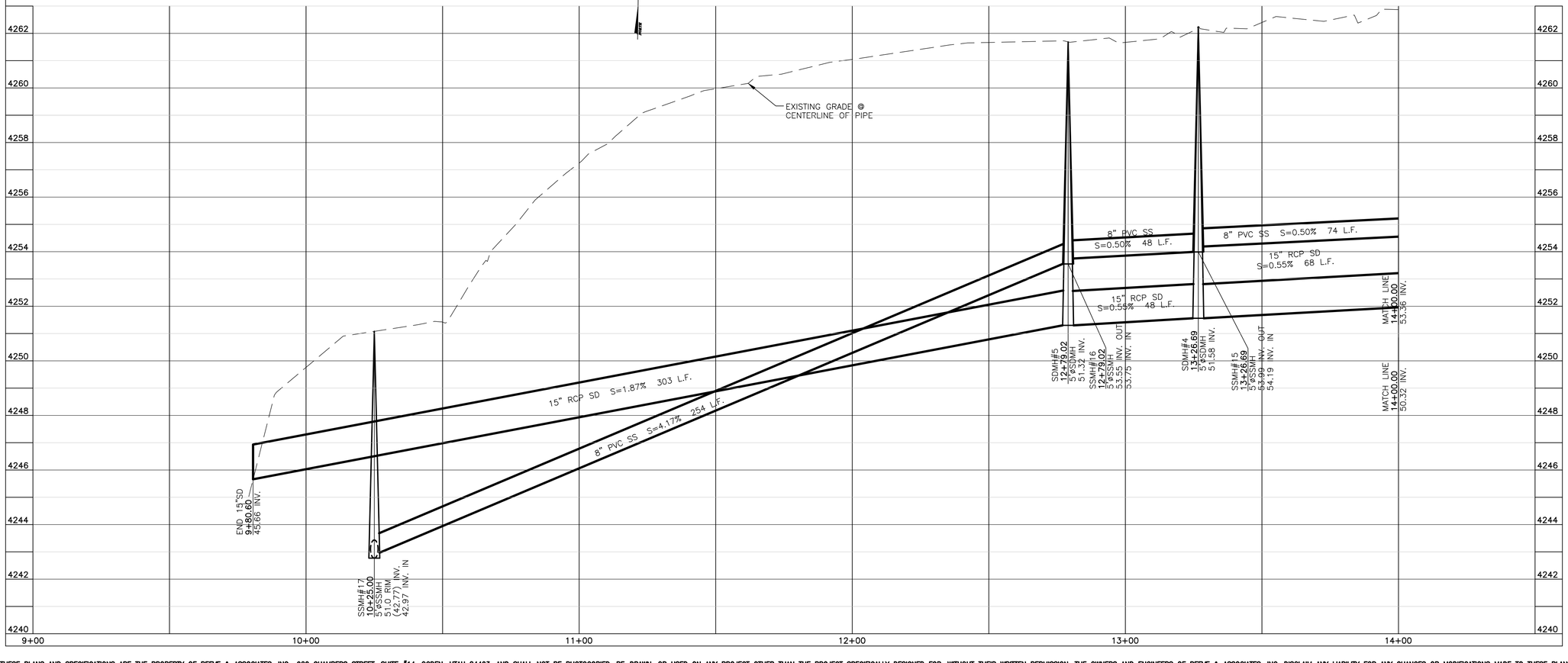


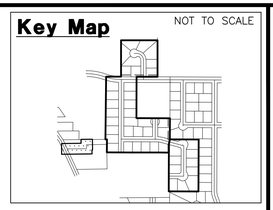
Utility Outfall

Horizontal Scale: 1" = 20'
Vertical Scale: 1" = 2'



Key Map

NOT TO SCALE



Construction Notes:

1) ALL CONSTRUCTION IS TO CONFORM TO THE STANDARD DRAWINGS AND SPECIFICATIONS OF SYRACUSE CITY.

2) CONSTRUCT HANDICAP RAMP PER ADA AND CITY REQUIREMENTS.

CULINARY WATER

W/8 – 8" PVC DR-14 C-900 CLASS 200 WATER
W/10 – 10" PVC DR-14 C-900 CLASS 200 WATER

SANITARY SEWER

SS/8 – 8" PVC SDR-35 SEWER LINE
SS/10 – 10" PVC SDR-35 SEWER LINE

STORM DRAIN

SD/15 – 15" RCP STORM DRAIN
SD/18 – 18" RCP STORM DRAIN

SECONDARY WATER

SW/8 – 8" PVC DR-14 C-900 SECONDARY WATER LINE

LAND DRAIN

LD/8 – 8" PVC SDR-35 LAND DRAIN LINE

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Country Fields Subdivision

SYRACUSE CITY, DAVIS COUNTY, UTAH

Utility Outfall 10+00.00 - 14+00.00

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Blue Stakes Location Center
Call: Toll Free
1-800-662-4111
Two Working Days Before You Dig

Sheet 12 of 15 Sheets

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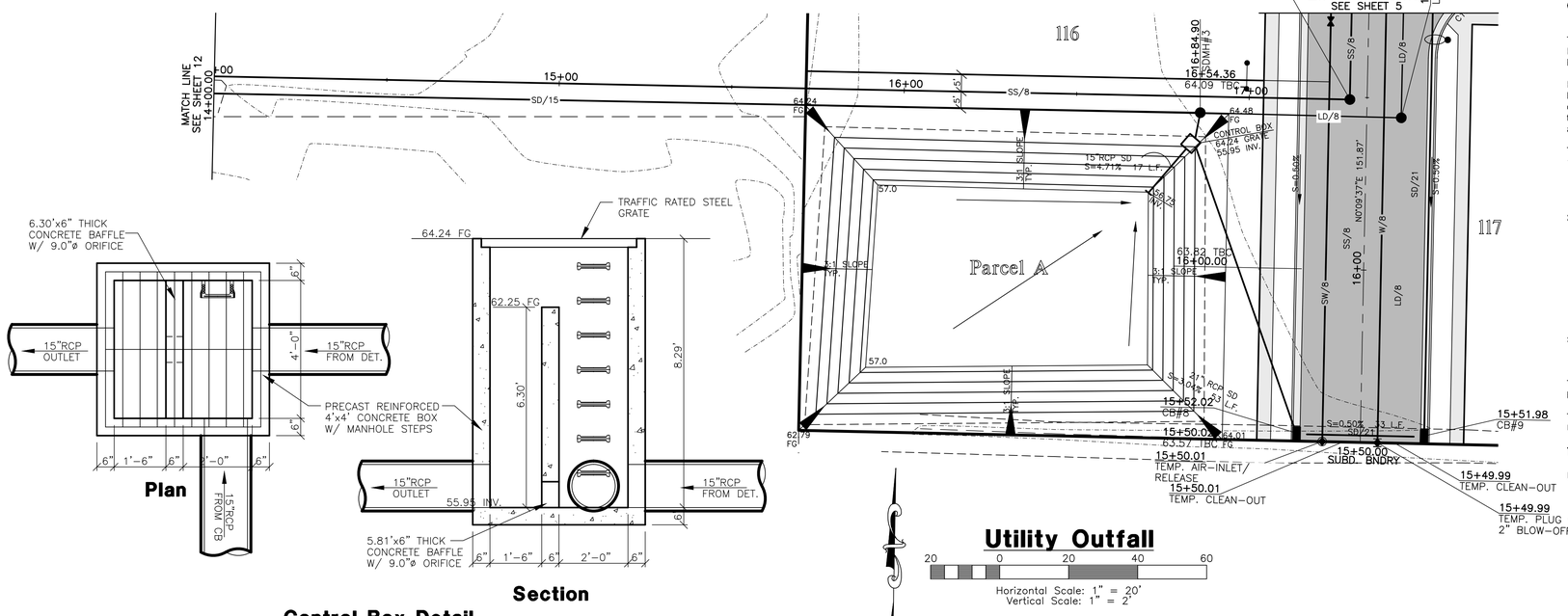
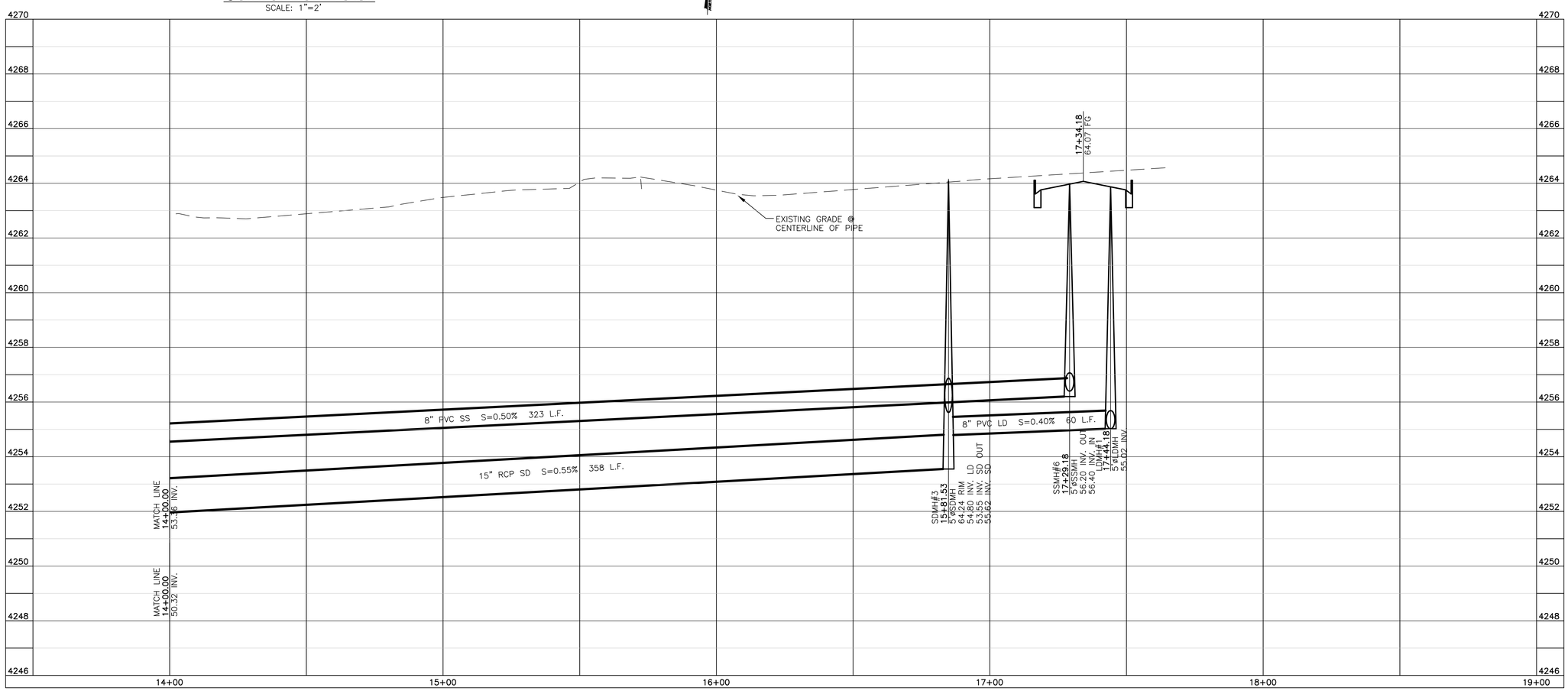


Utility Outfall

Horizontal Scale: 1" = 20'
Vertical Scale: 1" = 2'

Control Box Detail

SCALE: 1"=2'



Storm Runoff Calculations

Child Property
6/19/2013 SKT

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the Syracuse UT area taken from data compiled by NOAA Atlas 14, using a 100 year storm.

Runoff storm water has been calculated for two different sets of conditions, one being the existing undeveloped land and the other with land fully improved. The difference between the two quantities will be detained in a holding pond. All water that runs off and over the property at present will be diverted into the holding pond and released at a reduced rate into the existing drainage system.

The calculations are as follows:

1. Runoff from the undeveloped existing land.
   Acreage — A = 18.95 ACRES
   Q(out) = 0.2*A — 3.79 CFS
2. Runoff from developed land
   Runoff Coefficients

Paved Area	162984	C = 0.9
Landscaped Area	578275	C = 0.2
Roof	84000	C = 0.8
Weighted Runoff Coefficient		C = 0.40

   Rainfall Intensity — i = varies with time
   Runoff Quantity — Q = CiA
3. Detention Basin
   Volume in — Q *t
   Volume out — 3.79 *t

The capacity of the detention basin is calculated as the maximum difference between the volume flowing in and the volume flowing out.

The outflow from the detention basin is limited to outflow if undeveloped.
Use 3.79 cfs for Q outflow

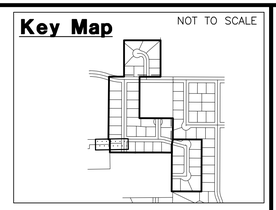
The required volume of the detention basin is 37,288 cubic feet

USE A 9.0 INCH DIAMETER ORIFICE AT OUTLET

DETENTION VOLUME CALCULATIONS
HIGH WATER AREA (62.25) = 9,553 S.F.
BOTTOM AREA (56.75) = 4,122 S.F.
[9,553 + 4,122]/2 = 6,838 S.F. AVG.
6,838 S.F. x 5.5' DEEP = 37,606 C.F.
37,606 C.F. > 37,288 C.F. (REQ'D.) = OK

Key Map

NOT TO SCALE



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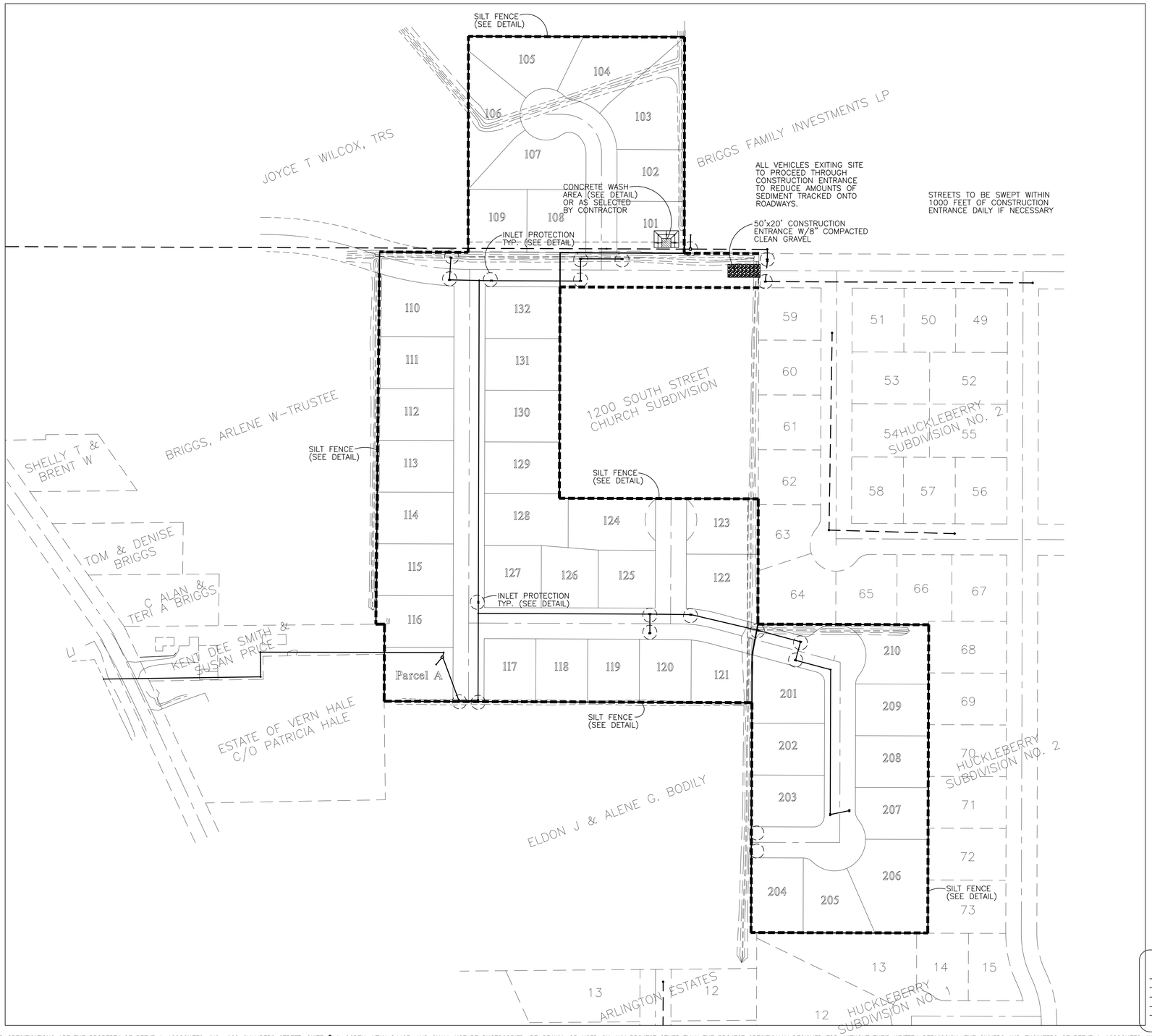
COUNTRY FIELD SUBDIVISION

Storm Water Pollution Prevention Plan Exhibit

SYRACUSE CITY, DAVIS COUNTY, UTAH
AUGUST 2013



Vicinity Map
NOT TO SCALE

Scale: 1" = 100'

Construction Activity Schedule

- PROJECT LOCATION.....SYRACUSE CITY, DAVIS COUNTY, UT
- PROJECT BEGINNING DATE.....AUGUST 2013
- BMP'S DEPLOYMENT DATE.....AUGUST 2013
- STORM WATER MANAGEMENT CONTACT / INSPECTOR.....MIKE SCHULTZ (801) 525-0681
- SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER

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Notes:

1. Describe all BMP's to protect storm water inlets:
   All storm water inlets to be protected by straw wattle barriers, or gravel bags (see detail).

2. Describe BMP's to eliminate/reduce contamination of storm water from:
   a. Equipment / building / concrete wash areas:
      To be performed in designated areas only and surrounded with silt fence barriers.
   b. Soil contaminated by soil amendments:
      If any contaminates are found or generated, contact environmental engineer and contacts listed.
   c. Areas of contaminated soil:
      If any contaminates are found or generated, contact environmental engineer and contacts listed.
   d. Fueling area:
      To be performed in designated areas only and surrounded with silt fence.
   a. Vehicle maintenance areas:
      To be performed in designated areas only and surrounded with silt fence.
   b. Vehicle parking areas:
      To be performed in designated areas only and surrounded with silt fence.
   c. Equipment storage areas:
      To be performed in designated areas only and surrounded with silt fence.
   d. Materials storage areas:
      To be performed in designated areas only and surrounded with silt fence.
   e. Waste containment areas:
      To be performed in designated areas only and surrounded with silt fence.
   f. Service areas:
      To be performed in designated areas only and surrounded with silt fence.

3. BMP's for wind erosion:
   Stockpiles and site as needed to be watered regularly to eliminate / control wind erosion

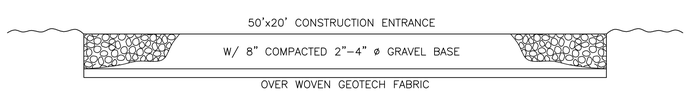
4. Construction Vehicles and Equipment:
   a. Maintenance
      – Maintain all construction equipment to prevent oil or other fluid leaks.
      – Keep vehicles and equipment clean, prevent excessive build–up of oil and grease.
      – Regularly inspect on–site vehicles and equipment for leaks, and repair immediately.
      – Check incoming vehicles and equipment (including delivery trucks, and employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment on–site.
      – Segregate and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, hydraulic, and transmission fluids.
   b. Fueling
      – If fueling must occur on–site, use designated areas away from drainage.
      – Locate on–site fuel storage tanks within a bermed area designed to hold the tank volume.
      – Cover retention area with an impervious material and install in in a manner to ensure that any spills will be contained in the retention area. To catch spills or leaks when removing or changing fluids.
      – Use drip pans for any oil or fluid changes.
   c. Washing
      – Use as little water as possible to avoid installing erosion and sediment controls for the wash area.
      – If washing must occur on–site, use designated, bermed wash areas to prevent waste water discharge into storm water, creaks, rivers, and other water bodies.
      – Use phosphate–free, biodegradable soaps.
      – Do not permit steam cleaning on–site.

5. Spill Prevention and Control
   a. Minor Spills:
      Minor spills are those which are likely to be controlled by on–site personnel. After contacting local emergency response agencies, the following actions should occur upon discovery of a minor spill:
      – Contain the spread of the spill.
      – If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (i.e. absorbent materials, cat litter, and / or rags).
      – If the spill occurs in dirt areas, immediately contain the spill by constructing an earth dike. Dig up property dispose of contaminated soil.
      – If the spill occurs during rain, cover the impacted area to avoid runoff.
      – Record all steps taken to report and contain spill.
   b. Major Spills:
      On–site personnel should not attempt to control major spills until the appropriate and qualified emergency response staff have arrived at the site. For spills of federal reportable quantities, also notify the National Response Center at (800) 424–8802. A written report should be sent to all notified authorities. Failure to report major spills can result in significant fines and penalties.

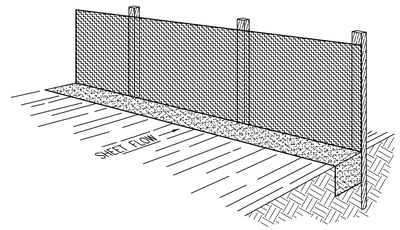
6. Post Roadway / Utility Construction
   a. Maintain good housekeeping practices.
   b. Enclose or cover building material storage areas.
   c. Properly store materials such as paints and solvents.
   d. Store dry and wet materials under cover, away from drainage areas.
   e. Avoid mixing excess amounts of fresh concrete or cement on–site.
   f. Perform washout of concrete trucks offsite or in designated areas only.
   g. Do not wash out concrete trucks into storm drains, open ditches, streets or streams.
   h. Do not place material or debris into streams, gutters or catch basins that stop or reduce the flow of runoff water.
   i. All public streets and storm drain facilities shall be maintained free of building materials, mud and debris caused by grading or construction operations. Roads will be swept within 1000' of construction entrance daily, if necessary.
   j. Install straw wattle around all inlets contained within the development and all others that receive runoff from the development.

7. Erosion Control Plan Notes
   a. The contractor will designate an emergency contact that can be reached 24 hours a day 7 days a week.
   b. A stand–by crew for emergency work shall be available at all times during potential rain or snow runoff events. Necessary materials shall be available on site and stockpiled at convenient locations to facilitate rapid construction of emergency devices when rain or runoff is eminent.
   c. Erosion control devices shown on the plans and approved for the project may not be removed without approval of the engineer of record. If devices are removed, no work may continue that have the potential of erosion without consulting the engineer of record. If deemed necessary erosion control should be reestablished before this work begins.
   d. Graded areas adjacent to fill slopes located at the site perimeter must drain away from the top of the slope at the conclusion of each working day. this should be confirmed by survey or other means acceptable to the engineer of record.
   e. All silt and debris shall be removed from all devices within 24 hours after each rain or runoff event.
   f. Except as otherwise approved by the inspector, all removable protective devices shown shall be in place at the end of each working day and through weekends until removal of the system is approved.
   g. All loose soil and debris, which may create a potential hazard to offsite property, shall be removed from the site as directed by the Engineer of record of the governing agency.
   h. The placement of additional devices to reduce erosion damage within the site is left to the discretion of the Engineer of record.
   i. Desilting basins may not be removed or made inoperable without the approval of the engineer of record and the governing agency.
   j. Erosion control devices will be modified as need as the project progresses, and plans of these changes submitted for approval by the engineer of record and the governing agency.

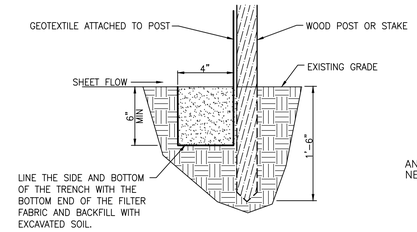
8. Conduct a minimum of one inspection of the erosion and sediment controls every two weeks. Maintain documentation on site.
   a. Part III.D.4 of general permit UTR300000 identifies the minimum inspection requirements.
   b. Part II.D.4.C identifies the minimum inspection report requirements.
   c. failure to complete and/or document storm water inspections is a violation of part III.D.4 of Utah General Permit UTR 300000.



Cross Section 50' x 20' Construction Entrance



Perspective View



Section

INSTALLATION
The silt fence should be installed prior to major soil disturbances in the drainage area. The fence should be placed across the slope along a line of uniform elevation wherever flow of sediment is anticipated. Table 1 shows generally–recommended maximum slope lengths (slope spacing between fences) at various site grades for most silt fence applications.

TABLE 1: Recommended Maximum Slope Lengths for Silt Fence (Richardson & Middlebrooks, 1991)

Slope Steepness (%)	Max. Slope Length m (ft)
<2%	30.5m (100ft)
2–5%	22.9m (75ft)
5–10%	15.2m (50ft)
10–20%	7.6m (25ft)
>20%	4.5m (15ft)

PREFABRICATED SILT FENCE ROLLS
*Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.
*Unroll the silt fence, positioning the post against the downstream wall of the trench.
*Adjacent rolls of silt fence should be joined be nesting the end post of one fence into the other. Before nesting the end posts, rotate each post until the geotextile is wrapped completely around the post, then abut the end posts to create a tight seal as shown in Figure 1.
*Drive posts into the ground until the required fence height and/or anchorage depth is obtained.
*Bury the loose geotextile at the bottom of the fence in the upstream trench and backfill with natural soil, tamping the backfill to provide good compaction and anchorage. Figure 2 illustrates a typical silt fence installation and anchor trench placement.

FIELD ASSEMBLY:
*Excavate a minimum 15.2cm x 15.2cm (6"x6") trench at the desired location.
*Drive wooden posts, or steel posts with fastening projections, against the downstream wall of the trench. Maximum post spacing should be 2.4–3.0m (8–10ft). Post spacing should generally be less than three (3) times the height of the fence.
*If a steel or plastic mesh is required to reinforce the geotextile, it shall have a minimum mesh opening of 15.2cm (6").
*Fasten the mesh to the upslope side of the posts using heavy duty wire staples, tie wires or hog strings. Extend the mesh into the bottom of the trench.
*The geotextile shall then be stapled or wired to the posts. An extra 20–50cm (8–20") of geotextile shall extend into the trench.

INSPECTION
*Inspect the silt fence daily during periods of rainfall, immediately after significant rainfall event and weekly during periods of no rainfall. Make any repairs immediately.
*When sediment deposits behind the silt fence are one–third of the fence height, remove and properly dispose of the silt accumulations. Avoid damage to the fabric during cleanout.

REMOVAL
*Silt fence should not be removed until construction ceases and the upslope area has been properly stablized and/or revegetated.

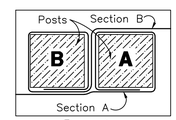
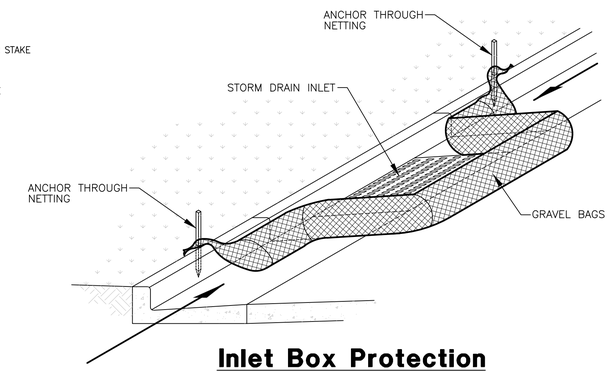


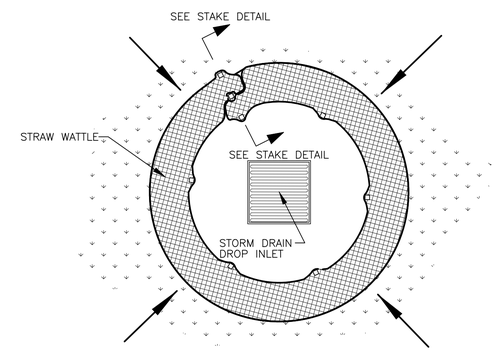
Figure 1:
Top View of
Roll–to–Roll Connection

Silt Fence Detail

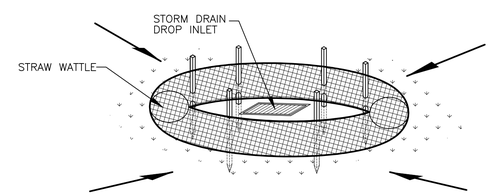
SCALE: NONE



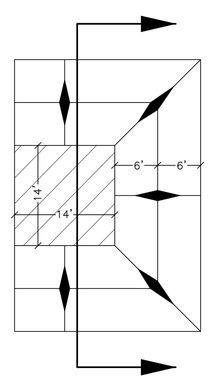
Inlet Box Protection

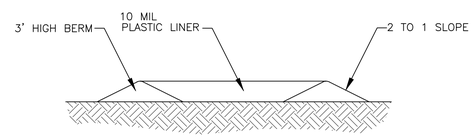


Plan View



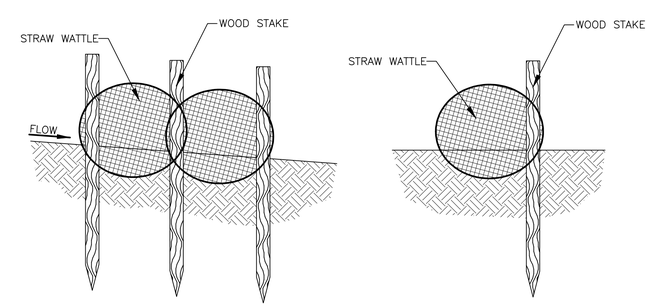
Drop Inlet Protection





Concrete Washout Area w/ 10 mil Plastic Liner

SCALE: NONE



Stake Detail

Revised 11-26-13

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J. NATE REEVE
STATE OF UTAH

Project Info.
Engineer: J. NATE REEVE, P.E.
Drafter: R. HANSEN
Begin Date: AUGUST 14, 2013
Name: COUNTRY FIELDS SUBDIVISION
Number: 3784–48

Sheet 15 of 15 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 920 CHAMBERS STREET, SUITE #14, OGDEN, UTAH 84403, AND SHALL NOT BE PHOTOCOPIED, RE–DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

EXHIBT A-2

OFFSITE IMPROVEMENT AGREEMENT

Offsite Improvement Agreement

THIS AGREEMENT, made and entered into in duplicate this 18 day of July 2014, _____, and by and between Castle Creek Homes referred to as "Subdivider(s)," and SYRACUSE CITY, Municipal Corporation, hereinafter called "City,"

Witnesseth:

WHEREAS, Subdivider is the owner of certain property, which is being subdivided under the name of Country Fields, into a residential Subdivision; and

WHEREAS, the City Planning Commission has in substance approved the said Subdivision; but, before the City Council can approve the same and the Final Subdivision Plat can be recorded, arrangements must be made whereby the City is guaranteed that all off-site and other improvements required by the City's Ordinances and heretofore agreed to by the parties to this Agreement shall be installed and paid for by the Subdivider;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and agreements to be performed and kept by each of the parties as hereinafter set forth, it is hereby mutually agreed as follows:

1. That Subdivider will install within 12 months from the date of City Council approval of the Final Subdivision Plat all of the street and off-site improvements within and bordering Country Fields Subdivision, a part of the West Half ~~Quarter~~ of Section 9, ~~Township~~ 4 North, Range 2 West, S.L.B. & M., in Syracuse, required of the Subdivision and other Ordinances of the City and in accordance with said requirements and Subdivision and Engineering standards of the City.
2. That the street and offsite improvements to be installed by the Subdivider shall include, but not be limited to, those set forth in the approved construction plans submitted to Syracuse City, dated _____, hereto attached as Exhibit "A," and as indicated on the Plat entitled _____ prepared by _____ _____ a Registered Land Surveyor, under date of _____, identified as Exhibit "B," also by reference make part hereof.
3. That Subdivider will connect the Subdivision's proposed culinary water lines to the City's existing culinary water lines; will connect the sanitary sewer serving said Subdivision into the City's and North Davis County Sewer Improvement

District's existing lines, and will fully improve the public streets within said Subdivision as set forth in the Engineer's Letter referred to above.

4. That all of the street and offsite improvements required by the Subdivision standards and Ordinances of the City, including, but not limited to, fencing, curb, gutter, sidewalk, sanitary sewer, storm drainage, Land Drain, landscaping, and street construction, shall be installed in accordance with said Standards and City Ordinances and according to accepted engineering and construction standards, and subject to approval of the Syracuse City Engineer. That any pressure irrigation system and distribution lines now or hereafter installed shall conform to the standards and meet the requirements of the Weber Basin Water Conservancy District and the City, and the sanitary sewer design and installation shall be in accordance with the requirements of North Davis County Sewer Improvement District.
5. That, in addition to the street and offsite improvements required by the Subdivision and other Ordinances of the City, Subdivider agrees to provide adequate storm and underground water drainage facilities to meet the requirements of the City to serve said Subdivision and as shown on Exhibit "A."
6. That the Ordinances of the City requiring the contribution of _____ water shares of Davis and Weber Canal Water Stock by Subdivider be conveyed prior to the recordation of Country Fields Subdivision, together with all other fees and charges required by City Ordinances, shall be paid by Subdivider prior to the filing of the Final Plat of _____ in the office of the Davis County Recorder.
7. That Subdivider agrees to develop said Subdivision in accordance with accepted development procedures, to provide such road surface, including road base and/or gravel, during the construction activities within the Subdivision as will render the streets therein accessible and conducive to travel by trucks and heavy equipment, to take the necessary precautions to prevent undue amounts of dirt or debris from being tracked onto or deposited upon the public streets or walk ways adjoining the Subdivision, and to be responsible for any expense incurred by the City in cleaning said public streets and walk ways of the undue amounts of dirt or debris so deposited as a result

of construction activities within the Subdivision, and further consents that the City may shut down the said Subdivision and prevent further building construction on the lots therein until conditions within said Subdivision are rendered satisfactory, in the judgment of the City's Building Inspector or Engineer, for the resumption of building activity therein.

8. Subdivider will also limit the construction of buildings within the Subdivision to those lots lying within 500 feet of a fire hydrant fully charged with water under sufficient pressure to provide adequate fire protection, and served by roads improved to the extent that the same are passable for ambulance, fire fighting trucks, and apparatus.
9. Subdivider agrees to accept responsibility for weed control for all undeveloped lots within the subdivision until such time as the Subdivision is accepted by the City, and further agrees to reimburse the City for costs incurred for failure to manage and control weeds within the development.
10. Subdivider guarantees all of said improvements for the term of one year after initial acceptance thereof by the City and agrees, in the event repairs or other work or materials shall be necessary to maintain same in good condition, to assume all costs required thereby, and further agrees to furnish the City a corporate surety bond, or a letter of intent from a bank or other responsible financial institution holding funds sufficient to cover the cost of all said improvements and reserved specifically for the payment thereof, or a conveyance of real estate, or other security fully sufficient, in the judgment of the City, to guarantee installation of said improvements and their repair and maintenance during the guarantee period as herein set forth. After said one-year period, the City shall assume maintenance of said improvements, except as provided in Paragraph 11 thereof.
11. After all improvements required herein are installed and the one-year guarantee period has expired, Subdivider shall remain liable for any damage to curb, gutter, sidewalk, or other off-site improvements on or adjacent to any lot or lots title to which is retained by Subdivider, caused by construction activities on said lot or lots, until the same are developed and building constructed thereon.

12. This Agreement shall be binding upon the successors and assigns of the parties hereto, and, should either party default in any of the terms, covenants, and conditions herein set forth, the defaulting party agrees to pay all costs of enforcing this Agreement, including a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

By_____

Syracuse City, a Municipal Corporation

By T. Palmer
Terry Palmer, Mayor

ATTEST:

By_____
City Recorder, Cassie Z. Brown

EXHIBT B

LEGAL DESCRIPTIONS

Developer Parcel A

Country Fields Subdivision, Lots 1 thru 33 and Parcel A

BOUNDARY DESCRIPTION

PART OF THE SW QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING S89°46'19"E 780.12 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 9; THENCE S89°46'19"E 348.73 FEET; THENCE S00°09'37"W 474.45 FEET; THENCE S89°50'23"E 384.00 FEET; THENCE S00°09'37"W 242.10 FEET; THENCE S74°58'25"E 90.30 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 20.98 FEET, A RADIUS OF 20.00 FEET, A CHORD BEARING OF N74°58'38"E, AND A CHORD LENGTH OF 20.03 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 47.44 FEET, A RADIUS OF 60.00 FEET, A CHORD BEARING OF N67°34'41"E, AND A CHORD LENGTH OF 46.21 FEET; THENCE S89°46'19"E 180.72 FEET; THENCE S00°09'37"W 595.75 FEET; THENCE N89°49'41"W 341.58 FEET; THENCE N00°13'41"E 444.28 FEET; THENCE N89°46'19"W 710.31 FEET; THENCE N00°13'41"E 148.95 FEET; THENCE S89°29'37"W 11.69 FEET; THENCE N00°34'14"E 676.21 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 5.19 FEET, A RADIUS OF 633.00 FEET, A CHORD BEARING OF N74°00'45"W, AND A CHORD LENGTH OF 5.19 FEET; THENCE N00°34'14"E 41.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 652,279 SQUARE FEET AND 14.936 ACRES

Benefited Parcel B

ALL OF LOT 1, 1200 SOUTH STREET CHURCH SUBDIVISION. CONT. 3.59900 ACRES, Parcel 12-752-0001

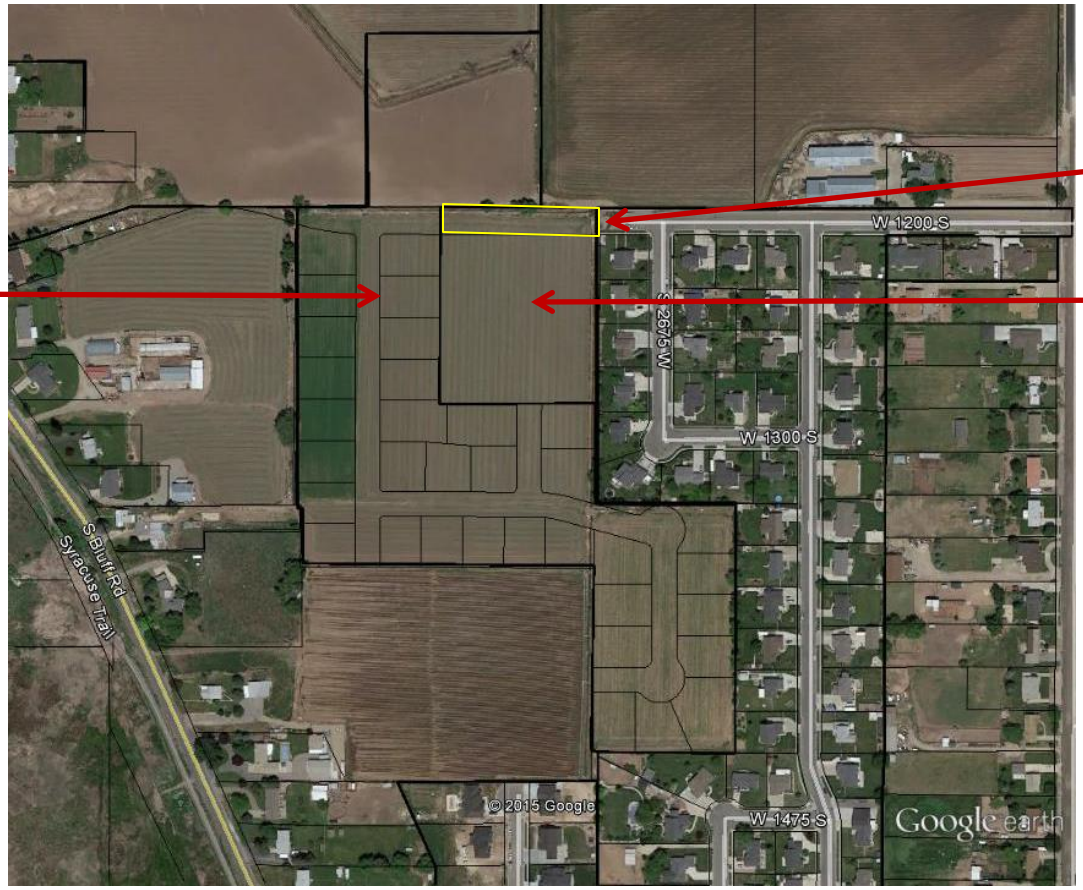
Owner:

CORP OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LDS
50 EAST NORTH TEMPLE 12TH FL
REAL ESTATE # 599-1027
SALT LAKE CITY, UT 84150

Exhibit C
Country Fields Payback

N

Parcel A
Country
Fields
Subdivision



Right Of Way
Improvements

Parcel B
LDS Church
Property

EXHIBIT D

Country Fields/LDS Church Site Payback Agreement Amounts

Road, Culinary & Secondary Water, Sanitary & Storm Sewer (R.O.W. Improvements)

Improvement	Length (lineal ft)	Square Yards	Single Unit	Unit Price	Total Cost	Each Party's Cost
Asphalt	36' X 384'	1536		10.45	16,051.20	$8,025.60
Roadbase	36' X 384'	1536		8.94	13,731.84	$6,865.92
Curb & Gutter	768'			17.37	13,340.16	$6,670.08
Sidewalk	514'			11.67	5,998.38	$2,999.19
Culinary Waterline	384'			12.30	4,723.20	$2,361.60
Culinary Valve			2	1,279.00	2,558.00	$1,279.00
Sanitary Sewer	80'			26.84	2,147.20	$1,073.60
Manhole			1	1,992.00	1,992.00	$996.00
Secondary Water	384'			12.37	4,750.08	$2,375.04
Secondary Valve			2	1,279.00	2,558.00	$1,279.00
				Totals	**$67,850.06**	**$33,925.03**

Storm Drain & Sewer Outfall

Improvement	Length (lineal ft)	Square Yards	Single Unit	Unit Price	Total Cost	Church Share (22%)
Storm Drain	607			22.49	13,651.43	3003.3146
Storm Drain Manhole			1	2,247.00	2,247.00	494.34
Clear Site/Trees				1,274.00	1,274.00	280.28
Sewer	699			26.84	18,761.16	4127.4552
Sewer Manhole			2	1,992.00	3,984.00	876.48
Sewer Manhole - Bluff			1	3,961.00	3,961.00	871.42
Street Crossing/Patch				3,559.00	3,559.00	782.98
				Totals	**$39,917.59**	**$10,436.27**

Detention Basin

Improvement	% of Acres	Total Cost	Church Share (22%)
Rough Cut	22%	6,698.00	1,473.56
Pond Control Box	22%	3,670.00	807.40
Irrigation - Pipe	22%	45,104.48	9,922.99
Irrigation - Cleanout Box	22%	4,455.00	980.10
Irrigation - Connection to existing box	22%	1,720.00	378.40
	Totals	**$61,647.48**	**$13,562.45**

Ten Year Amortarization			
Prior to:	R.O.W.	Sewer Outfall	Detention
2/10/2016	$33,925.03	$10,436.27	$13,562.45
2/10/2017	$30,532.53	$9,392.64	$12,206.20
2/10/2018	$27,140.02	$8,349.02	$10,849.96
2/10/2019	$23,747.52	$7,305.39	$9,493.71
2/10/2020	$20,355.02	$6,261.76	$8,137.47
2/10/2021	$16,962.52	$5,218.13	$6,781.22
2/10/2022	$13,570.01	$4,174.51	$5,424.98
2/10/2023	$10,177.51	$3,130.88	$4,068.73
2/10/2024	$6,785.01	$2,087.25	$2,712.49
2/10/2025	$3,392.50	$1,043.63	$1,356.24

Church's Portion for 1200 South

1200 South Road Improvements	**$33,925.03**

Additional Costs

In the event the Church Property is developed and there is a need to tie into the storm drain and sewer outfall and utilize the detention basin, the additional cost share shall be as follows:

Church Property / Total Acreage

Storm Drain & Sewer Outfall	$10,436.27
Detention Basin	$13,562.45
	$23,998.72

COUNCIL AGENDA

February 10, 2015

Agenda Item **#9** Resolution R15-07 - Approving comprehensive edits to the first 11 chapters of the Syracuse City Personnel Policies and Procedures Manual.

Factual Summation

- Any questions about this agenda item may be directed at Finance Director Stephen Marshall. See the attached policy manual PDF documents. There is both a red line and a clean copy of the proposed edits to the first 11 chapters of the policy manual.

- We discussed the comprehensive edits to the Syracuse City Personnel Policies and Procedures manual at our last City Council meeting. There were a few suggested changes that we have incorporated in the updated draft. They are as follows:

  - 1.040 Amendments: Changed language on how minor vs. significant changes will be handled.
  - 1.050 Distribution: Changed may to shall in the last sentence.
  - 1.060 Acknowledgement Form: Grammar error fixed
  - 1.070 Disclaimer: Added language about Mayor
  - 2.010 Human Resource Specialist: Deleted the City Council in the last sentence.
  - 2.040 Personnel Records. (d) Access: Added language about direct Department Head and non-direct Department Head.
  - 3.030 Nepotism: Deleted the end of the first sentence.
  - 3.070 Newly Created and Existing Positions: Grammar error fixed.
  - 3.100 Application Process: Changed the age back to 14.
  - 5.120 On-Call Pay: Added the word Non-exempt to the beginning.
  - 5.130 Special Programs: Grammar error fixed.
  - 6.030 Breaks and Meal Periods: Changed the word lunch to meal to be consistent with the remainder of the policy.
  - 7.030 Medical, Dental and Vision Insurance: Added the word employees after Full-Time.
  - 8.130 Funeral Leave: Added Step-Parent to the list.
  - 9.130 Social Networking: Deleted the word excessive and added the word any.
    Added the exception of discretion of city manager and when employee has approval not to use sites excessively.
  - 10.040 Definitions. (a): Added the words an adverse or negative and deleted the word retaliatory.

Recommendation

I recommend adopting proposed resolution R15-07 Approving comprehensive edits to the first 11 chapters of the Syracuse City Personnel Policies and Procedures Manual.

RESOLUTION R15-07

A RESOLUTION UPDATING AND APPROVING COMPREHENSIVE EDITS TO THE FIRST 11 CHAPTERS OF THE SYRACUSE CITY PERSONNEL POLICIES AND PROCEDURES MANUAL.

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

WHEREAS, Syracuse City Staff has reviewed the Syracuse City Personnel Policies and Procedures Manual and has recommended various comprehensive edits throughout the first 11 chapters of the Manual;

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

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

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

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 10th DAY OF FEBRUARY, 2015.

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, City Recorder Terry Palmer, Mayor

SYRACUSE CITY CORPORATION

Personnel
Policies and Procedures
Manual

Effective
Updated 2015

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

SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

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PERSONNEL POLICIES AND PROCEDURES

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SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

CHAPTER 1
INTRODUCTION

1.010. Purpose.
1.020. Applicability.
1.030. Interpretation.
1.040. Amendments.
1.050. Distribution.
1.060. Acknowledgement Form.
1.070. Disclaimer.
1.080. Conflicts.

1.010. Purpose.

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

1.020. Applicability.

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

1.030. Interpretation.

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

1.040. Amendments.

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

1.050. Distribution.

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

1.060. Acknowledgment Form.

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

1.070. Disclaimer.

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

1.080. Conflicts.

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

CHAPTER 2
ADMINISTRATION

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

2.010. Human Resources Specialist.

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

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

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

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

2.020. Job Descriptions.

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

2.030. Classification Plan.

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

2.040. Personnel Records.

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

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

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

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

2.050. Employee Inquiries and References.

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

CHAPTER 3
EMPLOYEE HIRING

3.010 Equal Opportunity Employer.
3.020. Employment Philosophy.
3.030. Employment of Relatives (Nepotism).
3.040. Employment of Minors.
3.050. Authority to Hire.
3.060 Recruiting.
3.070. Newly Created or Existing Positions.
3.080. Advertising.
3.090. Open Position Notices.
3.100. Application Process.
3.110. Interviews.
3.120. Testing and Investigations.
3.130. Job Offers.
3.140. Employment Eligibility Verification.
3.150. Employee Orientation.
3.160. Disqualification.
3.170. Rehires.

3.010 Equal Opportunity Employer.

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

3.020. Employment Philosophy.

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

3.030. Employment of Relatives (Nepotism).

It is the policy of the City to comply with the provisions of Title 52, Chapter 3, of the *Utah Code Annotated*. The City restricts the hiring of city employees’ relatives. A relative is defined as the employees’ husband, wife, parent, step-parent, nephew, niece, grandparent, son-in-law, daughter-in-law,

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

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

3.040. Employment of Minors.

The City may employ minors from time to time and it is the policy of the City to comply with all State and Federal laws and regulations regarding the employment of minors, including, but not limited to, *Utah Code Ann.* §§ 34-23-101, *et seq.*, 29 U.S.C. §212 and 29 C.F.R. Part 570. The law prohibits employment of minors under age 14 and no one under the age of 18 may perform a hazardous job as defined by the Fair Labor Standards Act (FLSA). Please see the Human Resource Specialist for further information on such duties. Please see Work Hours and Breaks and Lunch Periods in Chapter 6 for additional information in regards to employment of minors.

3.050. Authority to Hire.

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

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

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

3.060 Recruiting.

All recruitment shall be conducted in accordance with the City's Equal Opportunity Employer policy as set forth in Section 3.010. Any and all selecting and advancing of employees in the City personnel system shall be on the basis of the applicant and/or employee's ability, knowledge, and skill levels related to the vacant position in accordance with the City's Employment Philosophy set forth in Section 3.020. All hiring shall be based upon the job description for the specific position opening. If the recruitment is for a newly created position, a job description, classification and salary range shall be prepared by the City prior to recruiting for the proposed position and the position approved by the City Council in accordance with Section 3.070. As an alternative to outside recruitment, the City may promote or consider employees from within to fill vacant job positions. Syracuse City employees that apply for and meet minimum qualifications required for the open position should be interviewed during the interviewing process with the other outside applicants; however, this is not required when an employee is promoted.

3.070. Newly Created or Existing Positions.

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

3.080. Advertising.

Upon approval by the City Council for new positions and approval by the City Manager for existing positions, the Human Resources Specialist will prepare advertisements for job openings and post notice of such openings as provided herein. Advertising for job openings should be posted at the City Offices and a copy of the posting sent via email to each department head for posting within the Department. Department heads are responsible for ensuring that all job postings are posted within their Department. Internal posting of job openings will also be posted on employee bulletin boards. In addition, and at the same time, the Human Resources Department will advertise all new and vacant positions as it deems appropriate unless directed otherwise by the City Manager. In general, all new and vacant positions will be posted externally on the Syracuse City Website and through the Utah Department of Workforce Services. Other media, including newspapers, social media and professional publications, may be used.

3.090. Open Position Notices.

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

3.100. Application Process.

(a) An application for employment will be accepted from applicants for employment on forms provided by Syracuse City. Job applications are available via the City website at www.syracuseut.com or at the City Office building. No one under the age of eighteen (18) may apply for or be hired for full-time employment with the City. No one under the age of fourteen (14) may apply for or be hired for any employment position with the City.

(b) All applications and resumes shall be forwarded to the Human Resources Specialist. Upon receipt, each application, resume, and/or cover letter will be marked with the date it was received. Completed applications will be placed in a file for the open position and shall be retained in accordance with the Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., as adopted and amended by the City.

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

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

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

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

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

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

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

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

3.110. Interviews.

The Human Resources Specialist, in conjunction with the hiring department head or the City Manager, will select applicants to interview from those who have passed the preliminary screening tests and job applications. Job related duties and qualifications will provide the basis for initial screening of job applicants. Individuals conducting job interviews shall only ask questions that pertain to the job position. A structured interview guide shall be developed and reviewed by the Human Resources Specialist and the department head filling the position before the interview begins. The guide will be developed in accordance with the Syracuse City Equal Employment Opportunity policy. During the interview each interviewer will complete the structured interview guide developed for the position. The Human Resources Specialist shall be given the opportunity to attend all interviews for Full-Time positions.

3.120. Testing and Investigations.

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

3.130. Job Offers.

After a job applicant is approved by the Human Resources Specialist and the hiring department head (and City Council as applicable for department head positions), with the consent of the City Manager, the Human Resources Specialist or department head in coordination with the Human Resources Specialist, shall notify the successful job applicant of his or her conditional selection through: (1) a telephone call; and (2) a written job offer letter. To accept a job offer, the candidate must sign the written job offer, thereby making the offer official. The original job offer letter is then filed in the employee's file and a copy is given to the new employee. Written job offer letters will include the following:

(a) The employee's job title;

(b) A clear statement of the job description;

(c) The employee's supervisor;

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

(e) Any applicable relocation commitments;

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

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

(h) The employee's starting date;

(i) The length of the employee's probationaryperiod;

(j) Notice that employment is contingent upon passing a background investigation, drug testing, driving record evaluation, medical examination, and any other testing or investigation, to the extent required under these Policies and Procedures for the particular position.

3.140 Employment Eligibility Verification.

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

3.150. Employee Orientation.

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

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

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

(c) Utah New Hire Registry Reporting Form;

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

(e) Syracuse City Direct Deposit Form;

(f) Personnel Policies and Procedures Acknowledgement Form; and

(g) If applicable, all benefits enrollment forms.

3.160 Disqualification.

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

3.170 Rehires.

Job applications received from former employees will be processed using the same procedures and standards that govern all other non-employee applications. The Human Resources Specialist will review the former employee's personnel records and the circumstances surrounding termination of previous employment with the City. Former employees who have been terminated for cause, or who voluntarily resigned while facing disciplinary action, or who did not give a two (2) week notice are not eligible for rehire. Employees must give a two (2) week notice in order to be rehireable unless deemed otherwise at the discretion of the City Manager. Eligibility for rehire should be noted on termination forms. Applicants who are rehired shall be required to serve a probationary period in accordance with these Policies and Procedures. Former employees who terminated employment with the City in good standing may maintain the original anniversary date for benefit purposes if they are re-employed by the City within one (1) year after the date of termination.

CHAPTER 4
EMPLOYMENT STATUS

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

4.010. General Policy.

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

4.020. Employee Definitions.

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

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

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

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

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

4.030. FLSA Employment Status.

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

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

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

4.040 Probationary Employment Period.

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

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

4.050. Light Duty Status.

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

4.060 Volunteers.

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

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

4.070. Court Ordered Service.

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

CHAPTER 5
COMPENSATION

5.010. General Policy.
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5.030. Pay Grade for New Employees.
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5.050. Meritorious Performance.
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5.070. Cost of Living Adjustments.
5.080. Position Adjustments.
5.090. Overtime.
5.100. Compensatory Time.
5.110. Holiday Pay.
5.120. Special Programs.
5.130. Severance Pay.

5.010 General Policy.

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

5.020. Compensation Plan.

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

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

5.030. Pay Grade for New Employees.

Except as provided herein, pay for newly hired employees shall be set at the minimum of the pay range assigned to the specific job position. The City Manager may approve higher starting compensation, up to the midpoint of the pay range for the specific job position, as warranted by job qualification and experience and subject to the availability of funds.

5.040. Pay Progression.

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

5.050. Meritorious Performance.

The City Council may, in its sole discretion, adopt meritorious performance increase guidelines on an annual basis to provide for employee compensation increases. Such meritorious performance increase guidelines shall be adopted and effective as of the first pay period with a July start date each calendar year and shall be subject to funding in the approved budget. Full-time and part-time employees are eligible to receive a meritorious performance increase, subject to the terms and conditions set forth herein. Temporary or seasonal employees may be eligible at the discretion of the City Manager, within budgetary limits and subject to the terms and conditions set forth herein. Employees who have completed their Probationary Period and who have received a satisfactory or better performance rating for performance related to the last twelve (12) months prior to the rating date shall be eligible to receive a meritorious performance increase. Employees who are still in their Probationary Period may be eligible to receive a meritorious performance increase if they have completed at least six (6) months of their Probationary Period and have received a satisfactory or better performance rating for such Probationary Period. Employees at or above the pay range maximum and employees whose performance is rated less than satisfactory shall not be eligible to receive a meritorious performance increase. A meritorious performance pay increase shall not exceed the maximum range of pay assigned to the specific employee position.

5.060. Longevity Increase.

The City Council may, in its sole discretion, grant a longevity increase not to exceed five percent (5%) of an employee's gross pay to an employee who has been paid at or above the range maximum for a minimum of five (5) years, provided the employee has received a successful or outstanding performance rating in the last year and has been employed by Syracuse City for at least eight (8) years. An employee whose salary exceeds the range maximum is eligible to receive a longevity adjustment no more frequently than every five (5) years after the initial longevity adjustment. Any subsequent longevity increase shall not exceed five percent (5%) of the employee's gross pay. An employee is eligible to receive a maximum of five (5) successive longevity adjustments beyond the range maximum ("Longevity Scale Maximum").

5.070. Cost of Living Adjustments.

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

5.080. Position Adjustments.

(a) Promotions. The City Manager may approve higher starting compensation for an employee receiving a promotion if the new salary minimum pay is less than what the employee was receiving in his or her previous position. Promotions include an upward movement in the position that significantly increases the employee's responsibilities and/or supervisory duties. An employee who is promoted will receive an increase to the minimum wage of the entering wage scale, or a seven and a half percent (7.5%) increase, whichever is greater.

(b) Reassignment or Transfer. Except when due to a demotion or other disciplinary action, an employee who is reassigned or transferred to another position shall be paid at least the same salary received prior to reassignment or transfer.

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

(d) Advancements. Advancements includes movement to a higher position due to improved skill, knowledge, or capability, but does not significantly increase the employee's responsibilities and/or supervisory duties. An employee who advances to a higher position will receive an increase to the minimum wage of the entering pay scale, or a three and a half percent (3.5%) increase, whichever is greater. The wage increase becomes effective immediately, pending budget constraints, or at a minimum on the first pay period with a July start date following the advancement. The employee is still eligible for a retention bonus or merit increase.

5.090. Overtime.

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

a. Prior City Manager and/or Department Head approval for all overtime worked;

b. Recordkeeping guidelines for all overtime worked;

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

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

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

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

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

(c) Overtime Hours. .

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

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

iii. Law Enforcement Employees. Overtime shall be paid when the employee actually works more than eighty-six (86) hours per 14 day work period. Holiday, sick, vacation, compensatory time, or time off shall not be considered hours worked for purposes of calculating overtime compensation. Employee's

performing bona fide public safety services must meet the following criteria in order to be considered for overtime compensation

1. Be a uniformed or plainclothes sworn officer;
2. Be empowered by local ordinance to enforce laws designed to maintain public peace and order, to protect life and property from accident or willful injury, and to prevent and detect crimes;
3. Have the power to arrest;
4. Be POST cerified; and
5. Perform over eighty percent (80%) law enforcement duties.

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

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

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

5.100. Compensatory Time.

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

(b) Accrual Limit. Non-Exempt employees shall accrue compensatory time at one and one half hours of compensatory time for each hour of overtime worked. Employees who have elected to receive compensatory time in lieu of overtime payment in cash may accrue up to eighty (80) hours of compensatory time off; Fire protection employees working 24-hour shifts may accrue one hundred and twelve (112) hours of compensatory time off. Once an employee reaches the maximum, additional overtime shall be paid on the payday for the period in which it was earned. Employees may request use of compensatory time off in accordance with the leave procedures set forth herein. Only with prior approval of the City Manager, may compensatory time accrue up to 240 hours for regular employees or up to 480 hours for Law Enforcement and Fire Protection employees.

If a Non-Exempt employee's status changes to Exempt, that employee's compensatory time earned while in Non-Exempt status shall be paid out at the current rate of pay before the transfer took place.

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

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

(c) Use and Rate. Department Heads and/or the City Manager shall arrange for an employee's use of compensatory time as soon as possible without unduly disrupting agency operations or endangering public health, safety or property. Payments for compensatory time off shall be paid at the employee's regular rate of pay at the time the employee receives such payment.

Exceptions to this overtime compensation policy may be granted by the City Manager, in accordance with the rules governing FLSA.

5.110. Holiday Pay.

Full-time Non-Exempt employees who are not engaged in bona fide Law Enforcement and Fire Protection services that are requested by their supervisor and/or department head to work on a City-recognized holiday will be compensated at a rate of one and one-half times their hourly wage for each hour worked. This compensation will be in addition to any paid holiday leave provided by the City.

5.120. On-Call Pay.

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

On-call employees shall be paid $20 per day and shall record on-call days on his or her timecard during that pay period.

5.130. Special Programs.

Employees who participate in special programs outside of their regular employment, such as Seat Belt Enforcement, D.U.I. Enforcement, the Metro Narcotics Task Force, Metro SWAT or other program funded by federal or state grants, will be compensated at their regular rate of pay unless otherwise established by the specific program in which they are participating.

5.140. Severance Pay.

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

(b). Payment Amount. Severance pay provided will be paid in the form of a lump sum payment to be paid upon termination. The amount of this payment to be provided to eligible employees (refer to 5.130(a)) will be calculated according to the following guidelines:

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

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

CHAPTER 6
PAYROLL ADMINISTRATION

6.010. Work Hours.
6.020. Work Periods.
6.030. Breaks and Lunch Periods.
6.040. Time Keeping.
6.050. Paydays.
6.060. Automatic Payroll Deposits.
6.070. Payroll Deductions and Withholdings.
6.080. Garnishments.
6.090. Reimbursable Expenses.
6.100. Advances.

6.010. Work Hours.

The normal work hours for most employees are eight (8) hours a day, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, including a one (1) hour non-paid lunch period. Employee work hours may vary from this general schedule as directed by the employee's department head or the City Manager. Alternative work schedules, such as four ten (10) hour days, may also be approved by the City Manager for various Departments or positions.

6.020. Work Periods.

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

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

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

6.030. Breaks and Meal Periods.

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

(a) Breaks. Employees will receive one (1) paid fifteen (15) minute break during every four (4) hours worked. Break periods can be combined and used to shorten an employee's meal period with prior approval of the Department Head. Break periods cannot be used at the beginning or the end of a shift. Employees are encouraged to take their breaks when scheduled. However, if an employee chooses to work through his or her paid

break, it is their discretion to do so and no extra compensation will be given for the extra time worked.

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

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

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

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

6.040. Time Keeping.

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

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

6.050. Pay Days.

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

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

6.060. Automatic Payroll Deposits.

It is City policy that all employees are paid by direct deposit to their respective checking or savings account. Accordingly, the City has established an automatic payroll deposit program, which provides automatic transfers of an employee's pay directly to the employee's bank account(s) (checking or savings) on each payday. Paystubs will be e-mailed to the employee on or before the payday. Except in the case of compelling circumstances as determined by the City, employee paystubs will not be given to anyone other than the employee. Upon written request, permission and release from the employee, the City may release a copy of the employee's paystub to the person designated by the employee.

6.070. Payroll Deductions and Withholdings.

The law requires the City to make certain deductions from employee's compensation. Among these are Federal and State income taxes, social security taxes, and medicare taxes, as applicable. All employees shall complete and keep accurate a W-4 form designating various status and withholding requirements. City authorized voluntary pay deductions may also be made at the written direction of the employee.**6.080. Garnishments.**

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

6.090. Reimbursable Expenses.

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

6.100. Advances.

The City does not make pay advances to employees.

CHAPTER 7
BENEFITS

7.010 Disclaimer.
7.020. Eligibility.
7.030 Medical, Dental and Vision Insurance.
7.040. Life Insurance.
7.050. Long-Term Disability Insurance.
7.060. Accidental Death and Dismemberment Insurance.
7.070. Retirement Program.
7.080. Social Security.
7.090. COBRA Coverage.
7.100. Health Savings Account & Flex Spending Account.
7.110. Employee Assistance Program.
7.120. Community Center Membership.
7.130. Health and Wellness.
7.140. Termination.

7.010. Disclaimer.

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

7.020. Eligibility.

(a) Full-Time Employees. Full-time employees, as defined in Chapter 4, shall be eligible for participation in all of the employee benefits outlined in this Chapter.
(b) Part-Time Employees. Part-time employees, as defined in Chapter 4, are not eligible to participate in the employee benefits except as otherwise provided herein or required by law.

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

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

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

7.030 Medical, Dental and Vision Insurance.

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

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

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

7.040. Life Insurance.

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

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

7.050. Long-Term Disability Insurance.

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

7.060. Accidental Death and Dismemberment Insurance.

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

7.070. Retirement Program.

(a) Non-Contributory Retirement System. The City is a member of the Utah Retirement Systems ("URS"). Participation and administration of the system shall be conducted in accordance with State statutes and regulations regarding the same. No employee shall be exempt from such system unless permitted by law and approved by the City Council. Eligible police officers will be enrolled in the URS Public Safety Retirement System. Eligible fire department employees will be enrolled in the URS Firefighters Retirement System. The City will be responsible for all required contributions associated with enrollment in these respective retirement systems.

(b) Exemption from Non-Contributory Retirement System. The following positions are eligible for exemption out of the Non-Contributory Retirement System subject to approval by the City Council: City Manager, City Recorder, Community and Economic

Development Director, Finance Director, Fire Chief, IT Director, Parks and Recreation Director, Police Chief, Public Works Director, and any elected official who is qualified to participate in URS. The City will contribute an amount equal to the URS contribution rate into the exempted employee's qualified 401(k) plan account. New employees starting on or after July 1, 2011 are not allowed to exempt out of the URS retirement in accordance with state law.

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

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

7.080. Social Security.

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

7.090. COBRA Coverage.

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

7.100. Health Savings Account and Flex Spending Account.

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

7.110. Employee Assistance Program.

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

7.120. Community Center Membership.

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

7.130.Health and Wellness.

In order to promote good health, Full-Time employees are eligible to participate in a fitness activity for up to thirty (30) minutes per regularly scheduled work day, unless authorized by the department head for longer duration, but in no case shall exceed ninety (90) minutes per week. This time must be authorized by the department head and shall not interfere with matters of business. Health and wellness time shall not be considered hours worked for purposes of calculating overtime compensation.

7.140. Termination.

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

CHAPTER 8
LEAVE

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

8.010. Paid Leave.

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

8.020. Leave Without Pay.

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

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

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

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

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

8.030. Leave Procedures.

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

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

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

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

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

8.040. Leave Procedures Exceptions.

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

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

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

8.050. Unauthorized Absence.

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

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

8.060. Vacation Leave.

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

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

(1) From effective starting date through three (3) years of service, 3.08 hours of vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 10 days per year), except that fire fighters working 24-hour shifts shall accrue 4.30 hours of vacation leave upon the completion of each fourteen (14) day pay period.

(2) From four (4) years through nine (9) years of service, 3.69 hours of vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 12 days per year), except that fire fighters working 24-hour shifts shall accrue 5.16 hours of vacation leave upon completion of each fourteen (14) day pay period.

(3) From ten (10) years through fourteen (14) years of service, 4.61 hours of vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 15 days per year), except that fire fighters working 24-hour shifts shall accrue 6.46 hours of vacation leave upon completion of each fourteen (14) day pay period.

(4) For over fifteen (15) years of service, 6.15 hours of vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 20 days per year), except that fire fighters working 24-hour shifts shall accrue 8.61 hours of vacation leave upon completion of each fourteen (14) day pay period.

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

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

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

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

(g) Cash Out. Employees may choose to cash out vacation leave up to a specified amount as provided in Chapter 17 for reimbursement of emergency preparedness costs. See Chapter 17 for additional information.

8.070. Sick Leave.

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

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

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

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

(d) Utilization. Sick leave shall not be considered as a privilege that employees may use at their discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee or an immediate family member of the employee. For purposes of this Section, immediate family member shall include the employee's legal or common law spouse, child, foster child, step-child, brother, brother-in-law, sister, sister-in-law, parent, step parent, mother-in-law, father-in-law, grandparent, spouse's grandparents, daughter-in-law, son-in-law, or grandchild. Sick leave may be used when the employee is unable to perform regular duties due to illness or disability of the employee or an immediate family member or for visits to the hospital, clinics, doctor's office, or dentist's office for diagnosis or treatment of illness, injury or examination of the employee or an immediate family member. In no event shall employees perform any work of any kind for compensation for any public or private entity or person (including for him or herself) during any period for which sick leave payments are being received from the City, without prior written approval from the City Manager. In no event shall employees be allowed to use more sick leave than he or she has accrued. Any absence for illness beyond accrued sick leave will result in the employee being carried on vacation leave status to the extent accrued vacation leave is available, and thereafter on leave without pay, to the extent approved by the City and/or required by law.

(e) Separation or Change in Status. Except as otherwise provided herein for qualified retirement with URS, an employee who is terminated from employment with the City, voluntarily or involuntarily, shall not be compensated for unused accrued sick leave. An employee who retires, other than retirement due to pending disciplinary action, will be compensated for twenty percent (20%) of his or her unused accrued sick leave. Employee's who transition from full-time employment to part-time employment with the City, shall not be eligible or compensated for unused accrued sick leave. Any unused accrued sick leave shall be forfeited at the date of change in status from full-time to part-time.

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

(g) Cash Out. Employees may choose to cash out sick leave up to specified amount as provided in Chapter 17 for reimbursement of emergency preparedness costs. See Chapter 17 for additional information.

8.080. Holiday Leave.

Full-time employees not involved in bona fide law enforcement and fire protection activities shall receive eight (8) hours of holiday pay for each of those days defined herein as legal holidays of the City. Full-Time fire fighters working 24-hour shifts shall accrue 5.16 hours of holiday leave every two (2) weeks in lieu of holiday time off and may accumulate and carry forward a maximum of one hundred and thirty-four (134) hours of holiday leave. Sworn police officers shall accrue 3.69 hours of holiday leave every two (2) weeks in lieu of holiday time off and may accumulate and carry forward a maximum of ninety-six (96) hours of holiday leave. Any unused, accrued holiday leave in excess of these accrual maximums will be forfeited on the employee's anniversary date each year. The employee's anniversary date is their Full-Time hire date. Full-time employees who are in leave without pay status for the workday before or after the applicable holiday will not be eligible for holiday pay or leave accrual. If any designated holiday falls on a Saturday, the preceding Friday shall be the holiday. If any designated holiday falls on a Sunday, the following Monday shall be the holiday. Designated and observed City holidays are as follows:

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

8.090. Family and Medical Leave.

(a) Purpose. It is the purpose of this Section to provide guidelines for employees regarding leaves of absence in accordance with the Family and Medical Leave Act of 1993, as amended (FMLA or Act). The provisions set forth herein are intended to comply with such Act, and if any conflict arises or if an issue or definition is not addressed herein, the Act shall control. When referred to herein, the term "Act" shall include all federal rules and regulations promulgated pursuant to authority of the Act, including,

but not limited to, provisions set forth in 29 C.F.R. Part 825, as amended. The provisions of this Section are also intended to comply with the National Defense Authorization Act, enacted January 28, 2008, as Public Law 110-181, and the amendments to the FMLA adopted therein.

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

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

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

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

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

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

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

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

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

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

determining the "single 12-month period" in which the twenty-six (26) weeks of leave entitlement occurs, the City is required to use a 12-month period measured forward from the date of an employee's first FMLA leave to care for the covered servicemember begins.

(f) Employee Notice Requirements.

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

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

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

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

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

(g) Employer Notice Requirements.

(1) General Notice. The City is required to post a notice explaining the Act's provisions and providing information concerning the procedures for filing complaints of the violations of the Act with the Wage and Hour Division. Such notice shall be posted prominently and the text must be large enough to be easily read. In addition, the City shall provide general notice to each employee by including the notice in any employee handbook or other written guidance to employees concerning employee benefits or leave rights. In compliance with these notice requirements, a copy of the Employee Rights and Responsibilities (WH Publication 1420) is attached hereto as Appendix I, and incorporated herein by this reference.

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

City. Notification of eligibility may be oral or in writing, and, if in writing, may be in the form of the hereto and incorporated by this reference.

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

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

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

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

(j) Fitness for Duty. As a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, it is the City's uniformly-applied policy to require all employees who take leave under such conditions to obtain and present certification from the employee's health care provider that the employee is able to resume work. The City may see fitness-for-duty certification only with regard to the particular health condition that caused the employee's need for FMLA leave. In order to require the fitness-for-duty certification, the City shall provide the employee with a list of essential function of the employee's job with the designation notice provided in Subsection (g)(4). NO second or third opinions on a fitness-for-duty certificate may be required. All fitness-for-duty certifications shall be in accordance with

and subject to applicable provisions of the Act, including, but not limited to, 29 C.F.R. § 825.312, et. seq., as amended.

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

(l) Leave Protection.

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

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

(3) Benefits. The taking of family or medical leave shall not result in the loss of any employment benefits accrued prior to the date on which the leave commenced, other than the required use of vacation and sick leave. An employee's entitlement to benefits other than group health benefits during a period of FMLA leave shall be determined in accordance with the City's policy for providing such benefits for the type of leave taken; i.e. paid or unpaid, as applicable. The City's right to recover costs incurred by the City for non-health plan benefits during FMLA leave shall be determined by applicable provisions of the Act.

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

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

8.100. Military Leave.

Employees who enter active service in any branch of the armed forces of the State of Utah or of the United States shall be granted a leave of absence from employment with the City during his or her military service to the extent required by State and Federal law, including provisions regarding "Governmental Employees in Military Service," as set forth at *Utah Code Ann.* ' 39-3-1, *et seq.*, as amended, and the Uniformed Services Employment and Reemployment Rights Act of 1994, as set forth in 38 U.S.C. §§ 4301, *et seq.*, as amended. Military personnel may also be eligible for family leave in accordance with the provisions of the National Defense Authorization Act, Public Law 110-181, and the Family Medical Leave Act of 1993, as amended. Such leave is more particularly described in Section 8.090 of these Policies and Procedures regarding Family and Medical Leave.

8.110. Jury Duty Leave.

The City recognizes the duty of its employees as citizens to serve on juries or as court witnesses. Employees who are required to miss work as a result of being summoned to serve on a jury, or have been subpoenaed to appear as a witness, may be eligible for paid leave during such jury duty and witness periods, less compensation received by the employee for such services, for a period of time not to exceed sixty (60) days. This Section does not apply when an employee appears in court on his or her own behalf, such as a traffic offense or as a party to a lawsuit. Employees appearing in court on behalf of the City in their official capacity shall be paid their regular rate of pay as hours worked in accordance with applicable provisions of the Fair Labor Standards Act.

8.120. Injury Leave.

An employee injured on the job must report the injury in accordance with reporting procedures set forth in Chapter 14. Employees injured during performance of their job duties are covered by Worker's Compensation Insurance as provided by State law and shall be compensated for such leave in accordance therewith.

8.130. Funeral Leave.

Full-Time Employees may be granted up to three (3) days or up to twenty-four (24) hours of paid funeral leave to attend the funeral of the employee's legal or common law spouse, child, step-child, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, parent, step-parent, mother-in-law, father-in-law, grandparent, spouse's grandparents, daughter-in-law, son-in-law, or grandchild. If additional time is needed, the employee may use accrued sick or vacation leave with department head approval.

8.140. Administrative Leave.

Employees may be placed on paid administrative leave pending investigation or disciplinary action in accordance with and subject to the provisions set forth in Chapter 22.

CHAPTER 9
EMPLOYEE CONDUCT

9.010. Employee Vision and Mission Statements.
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9.010. Employee Vision and Mission Statements.

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

9.020. Public Relations.

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

9.030. Working Relations.

Employees are expected to maintain a productive and supportive working relationship with others in the course of carrying out their responsibilities. They shall also encourage teamwork, support team efforts, communicate in a constructive manner and exhibit good listening skills. Employees shall be

courteous and cooperative with those they work with and consistently treat others equally and with respect and professionalism. Employees shall not participate in or encourage the use of threatening or offensive conduct or language towards other officers or employees and shall avoid cultural, ethnic, racist and sexist remarks.

9.040. Personal Appearance.

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

(a) Appropriate Dress. Traditional business attire; dress or casual slacks or leggings, i.e. khakis, capri pants, casual dress-length dresses or dress-length skirts, or maxi-length skirts or dresses; shirts or blouses; open collared shirts or sweaters, i.e., golf shirts or polo shirts; blazers, sport coats, vests or cardigans.

(b) Inappropriate Dress. Jeans or denim; t-shirts (except for city logo shirts); halter or spaghetti strap tank top (unless covered by a jacket); tube top; revealing or low-cut clothing or clothing showing bare midriffs; shorts of any kind; miniskirts; sweat suits or other athletic clothing; hats. (see subparagraph (c))

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

(d) Body piercing other than earrings should not be visible.

(e) Visible tattoos are discouraged, but will be allowed if they are not violent, offensive or pornographic.

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

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

9.050. Uniforms.

Uniforms or uniform allowance may be provided to personnel of certain departments as authorized by the City. Employees in departments that require uniforms must adhere to department

uniform standards unless otherwise directed by the department head. Uniforms shall be kept as neat and presentable as working conditions permit.

9.060. Employee Ethics.

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

9.070. Honesty.

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

9.080. Confidentiality.

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

9.090. Attendance.

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

9.100. Outside Employment.

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

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

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

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

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

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

9.110. Personal Activities.

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

9.120. Political Activities.

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

9.130. Social Networking.

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

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

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

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

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

(e) Upon request from their department head, employees are to remove any content that is in violation of this policy in a reasonable and prompt manner.

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

9.140. Smoking.

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

9.150. Consensual Romantic Relationships.

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

(b) Relationships between a supervisor and a subordinate:

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

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

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

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

(c) Dating relationships between other employees:

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

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

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

9.160. Workplace Violence.

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

(b) Policy. All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to

others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Syracuse City unless the employee has a valid permit issued or recognized by the State of Utah and has notified the department head and the City Manager in writing. Conduct that threatens, intimidates, harasses, coerces, or harms another employee, a customer, or a member of the public will not be tolerated.

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

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

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

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

9.170. Americans with Disabilities Policy.

(a) Policy. It is the policy of the City to fully comply with the provisions and protections of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et. seq.*, as amended, including, but not limited to, the Americans with Disabilities Act Amendments of 2009 (ADAAA), Public Law 110-325, prohibiting employment discrimination against qualified individuals with disabilities. Pursuant to the ADA and the ADAAA, which shall hereinafter be referred to collectively as the ADA, the City shall not discriminate against a qualified individual with a disability in job application procedures, hiring, firing, advancement, compensation, job training, leave, benefits, and any other term, condition and privilege of employment with the City. It is further the intent of the City to fully comply with the provisions and interpretations of the EEOC regulations and guidelines issued pursuant to authority of the ADA, including, but not limited to, regulations set forth in 29 C.F.R. Part 1630, as amended.

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

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

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

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

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

(g) Complaint. Whenever an applicant or employee believes he or she has been discriminated against on the basis of a disability regarding his or her employment or application for employment with the City, the applicant or employee may file a written complaint with the ADA Coordinator. The complaint should set forth the facts and circumstances surrounding the complaint and the basis for the complaint. Upon receipt of a complaint, the ADA Coordinator shall immediately notify the City Manager of the complaint and conduct an investigation of the complaint. The ADA Coordinator may also hire a third party to investigate the matter. Investigation of the complaint may include, but is not limited to: interviewing the complainant and affording all interested persons and their representatives, if any, the opportunity to submit oral or documentary evidence relevant to the complaint. The ADA Coordinator shall, within a reasonable time from receipt of the complaint, prepare and distribute his or her findings and conclusions from the investigation, including a description of the resolution of the complaint

and notice of the complainant's right to appeal.

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

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

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

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

9.180. Credit Cards.

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

CHAPTER 10
HARASSMENT

10.010. Policy.
10.020. Purpose.
10.030. Notice
10.040. Definitions.
10.050. Prohibited Conduct.
10.060. Employee Responsibility.
10.070. Complaint Procedures.
10.080. File Records.
10.090. Confidentiality.
10.100. Retaliation.
10.110. Misuse of Policy.
10.120. Other Procedures and Remedies.

10.010. Policy.

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

10.020. Purpose.

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

10.030. Notice.

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

10.040. Definitions.

As used herein, the following words shall have the meaning described below:

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

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

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

10.050. Prohibited Conduct.

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

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

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

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

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

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

10.060. Employee Responsibility.

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

10.070. Complaint Procedures.

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

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

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

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

(d) Decision. Upon completion and review of the investigation, the Human Resources Specialist shall determine whether there has been a violation of this policy and shall immediately thereafter take such action as he or she deems appropriate under the circumstances in accordance with applicable procedures regarding the same. In the event a third party investigator has been hired to investigate the matter, the Human Resources Specialist shall review the conclusions of the investigation and make a determination regarding the matter as

provided herein. Written notice of the decision, including any appropriate findings and recommended conclusions or remedies, shall be prepared and distributed to the City Manager and department head within a reasonable time from receipt of the complaint.

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

(1) the relationship of the parties;

(2) the nature of the offense;

(3) the number of complainants; and

(4) the number of occurrences.

10.080. File Records.

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

10.090. Confidentiality.

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

10.100. Retaliation.

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

10.110. Misuse of Policy.

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

10.120. Other Procedures and Remedies.

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

CHAPTER 11
NON-DOT DRUG AND ALCOHOL TESTING POLICY

11.010. Purpose.
11.020. General Policy.
11.030. Applicability.
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11.060. Zero-Tolerance.
11.070. Voluntary Rehabilitation.
11.080. Prescription and Over-the-Counter Drugs.
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11.110. Testing Procedures.
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11.130. Action.
11.140. Confidentiality and Access to Test Results.
11.150. Notification of Conviction.
11.160. Americans with Disabilities Act (ADA).
11.170. Amendments.

11.010. Purpose.

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

11.020. General Policy.

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

11.030. Applicability.

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

11.040. Definitions.

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

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

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

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

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

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

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

(1) Marijuana

(2) Cocaine

(3) Amphetamines

(4) Benzodiazepines

(5) Barbiturates

(6) Opiates and other narcotics

(7) Phencyclidine (PCP) and other hallucinogens

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

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

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

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

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

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

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

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

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

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

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

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

(s) Use. “Use” means to illegally consume, sell, purchase, manufacture, distribute, be under the influence of, report to work under the influence of, or be in possession of drugs and/or alcohol. The term use shall also include the presence of drugs and/or alcohol in the body of an employee, including the presence as a metabolite, the use of a prescription drug without a valid prescription from a health care provider and not using a prescription drug as prescribed by the authorizing health care provider.

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

11.050. Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.060. Zero-Tolerance.

If it is determined that an employee tests positive for use of controlled substances and/or alcohol, abuses prescribed drugs, refuses to provide a sample, knowingly supplies an excess fluids (diluted), substituted or adulterated sample, or otherwise violates the terms and provisions of this policy, that employee shall be subject to disciplinary action, up to and including termination. Any disciplinary action taken for violations of this policy shall comply with the disciplinary action procedures, as applicable, set forth in Chapter 22 of these Policies and Procedures.

11.070. Voluntary Rehabilitation.

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

11.080. Prescription and Over-the-Counter Drugs.

Prescribed and over-the-counter drugs and the necessary instrumentalities of administration brought on City premises may only be used by the person for whom they are prescribed and taken as directed so long as the use of such drugs does not adversely affect the safety of the work environment or significantly impede performance of essential job functions. There are various prescription and over-the-counter drugs that may adversely affect the safety of the work environment. Examples include, but are not limited to, pain relievers that contain opiates, and muscle relaxants. It is the employee's responsibility to be informed about the effects of prescription and over-the-counter drugs they are taking by reading the information that accompanies the drug, including any information provided by the pharmacist, by consulting with their physician, and by accessing and utilizing other sources of information available to the employee, and acting accordingly. Any employee who chooses or is medically required to ingest prescribed or over-the-counter medications that may adversely affect the safety of the work environment, shall immediately notify his or her department head of the type of medication and time period over which said medications will be taken. The department head will make a determination of any restrictions to be placed on the employee after appropriate confidential consultation with the Human Resources Specialist, the City Attorney's Office, and/or medical professionals. A written statement from the employee's physician may be required regarding whether the physician is of the opinion that the employee can safely work or perform his or her job duties while taking the prescribed drug. Any employee who chooses or is medically required to ingest a prescribed or over-the-counter medication outside of the workplace must ensure that the impairing effects have ended prior to reporting for work. For purposes of this policy, medications used as prescribed, which do not constitute a safety concern, shall not be considered a violation of this policy.

11.090. Testing Required.

In accordance with the provisions of this policy, all prospective and current employees shall be subject to drug and alcohol testing as a condition of hiring and continued employment with the City. Failure to comply with this policy shall result in the City refusing to hire a prospective employee or disciplinary action for current employees as set forth in Section 11.060 regarding the City's zero-tolerance policy. All drug testing shall consist of a CRL nine (9) panel plus narcotics drug screen to set for the presence of controlled substances. All testing shall be based on and under the circumstances set forth in Section 11.100 regarding basis for testing.

11.100. Basis for Testing.

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

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

(b) Reasonable Suspicion. Employees acting in a manner which raises reasonable suspicion that the employee has improperly used or reported to work under the influence of drugs or alcohol shall be subject to drug and alcohol testing. "Reasonable suspicion" shall be determined by the supervising agent and shall mean an articulated belief based upon recorded facts and reasonable inferences drawn from those facts that the employee is in violation of this policy. Reasonable suspicion drug and/or alcohol testing will be required when there is any of the following: observable phenomena (actual use, possession, odors, etc); abnormal behavior or physical characteristics; or a drug-related investigation, arrest, or conviction or any investigation of theft.

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

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

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

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

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

(c) Random. Employees in safety sensitive positions shall be subject to unannounced drug and alcohol testing. Employees in non-safety sensitive positions will be periodically tested.

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

(A) Fire Chief

(B) Fire Fighter

(C) Administrative Professional (Fire)

(D) Police Chief

(E) Police Lieutenant

(F) Police Sergeant

(G) Police Officer

(H) Code Enforcement Officer

(I) Bailiff

(J) Crossing Guard

(K) City Engineer

(L) Meter Reader

(M) Building Official

(N) Building Inspector

(O) Land Maintenance Worker

(P) Parks Maintenance Worker

(Q) Recreation Coordinator

(R) Recreation Supervisor

(S) Parks Coordinator

(T) Cemetery Maintenance Worker

(U) Gang Mower Operator

(V) Recreation Assistant

(W) Sports Fields Worker

(X) Streets Maintenance Worker

(Y) Water Maintenance Worker

(Z) Environmental Maintenance Worker

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

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

(d) Post-Accidents. Employees involved in any work-related accident involving a vehicle, injury requiring medical treatment, or property damage anticipated to exceed $1,000, are required to submit to post-accident drug and alcohol testing. Off-duty employees involved in motor vehicle accidents involving Syracuse City vehicles will also be subject to post-accident drug and alcohol testing.

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

(2) In the event that post-accident drug and alcohol testing is warranted, it is the employee's supervisor's responsibility or an agent of Syracuse City or emergency personnel to transport the employee being tested to and from the testing facility. In most cases, it is the employee's supervisor's responsibility to ensure the employee is transported.

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

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

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

(g) Compliance. Employees shall be subject to drug and alcohol testing when required by State or Federal law. See, DOT Drug and Alcohol Testing Policy regarding additional drug and alcohol

testing requirements for employees subject to commercial driver's license requirements under the Omnibus Transportation Employees Testing Act and the Department of Transportation Regulations enacted thereunder.

11.110. Testing Procedures.

(a) Consent. Drug and Alcohol screening will be conducted by an outside organization. Prior to submitting to a drug and alcohol test required herein, prospective and current employees shall sign a Consent Form authorizing the test, permitting the release of test results to the appropriate personnel.

(b) Collection. All sample collection for drugs and alcohol testing under this policy shall be performed under reasonable and sanitary conditions. Sample collection, documentation, storage and transportation to the place of testing shall be performed in a manner that reasonably precludes the probability of sample misidentification, contamination or adulteration and which ensures the privacy of the individual being tested. The instructions, chain of custody forms, and collection kits, including bottles and seals used for sample collection shall be prepared by an independent laboratory certified for employment drug testing by either the Substance Abuse and Mental Health Services Administration or the College of American Pathology. Sample collection shall be conducted in accordance with the terms and conditions of this policy and the Utah Local Governmental Entity Drug-Free Workplace Act by an entity independent of the City.

(c) Samples. Employees shall submit a split urine sample for drug testing or retesting as required herein. The urine sample shall be divided into two specimen bottles by the collection entity in accordance with the Utah Governmental Entity Drug-Free Workplace Act. Alcohol testing will typically be done with an evidentiary breath testing device. An initial screening alcohol test will be conducted. If that result is greater than or equal to 0.04, a confirmation test will be conducted using an evidential testing device. The confirmation test is the final result. Any confirmed breath alcohol test result greater than 0.04 grams per 210 liters of breath will be considered a positive alcohol test result.

(d) Inadequate Samples. In the case of urine-based drug testing, an applicant and/or employee who fails to provide an adequate quantity of urine for testing will be instructed to drink not more than 24 ounces of fluid and, after a period of up to two hours, again attempt to provide a complete sample. If an applicant fails to provide an adequate quantity of urine a second time, that applicant will no longer be considered for employment. If an employee fails to provide an adequate quantity of urine a second time, the third party administrator will notify the MRO to determine pertinent information concerning whether or not the individual's inability to provide a specimen is genuine or constitutes a refusal to test. Upon completion of the examination, the MRO will report their conclusions to the Syracuse City DER in writing. If the City or the collector has reasonable cause to believe that the donor of the sample has tampered with their sample, a new sample will be immediately collected.

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

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

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

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

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

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

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

11.120. Results.

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

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

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

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

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

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

11.130. Action.

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

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

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

11.140. Confidentiality and Access to Test Results.

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

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

11.150. Notification of Conviction.

Any investigation by law enforcement or conviction for controlled substance or alcohol activity may be cause for dismissal from employment. Failure of an employee to report any conviction for illegal drug use or alcohol misuse to their supervisor and/or the Syracuse City DER within five (5) days of conviction may result in disciplinary action up to and including termination.

11.160. Americans with Disabilities Act (ADA).

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

11.170. Amendments.

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

SYRACUSE CITY CORPORATION

Personnel
Policies and Procedures
Manual

Effective ~~January 1, 2008~~
~~Updated 2014~~Updated 2015

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

SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

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SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

CHAPTER 1
INTRODUCTION

1.010. Purpose.
1.020. Applicability.
1.030. Interpretation.
1.040. Amendments.
1.050. Distribution.
1.060. Acknowledgement Form.
1.070. Disclaimer.
1.080. Conflicts.

1.010. Purpose.

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

1.020. Applicability.

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

1.030. Interpretation.

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

1.040. Amendments.

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

1.050. Distribution.

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

1.060. Acknowledgment Form.

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

1.070. Disclaimer.

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

1.080. Conflicts.

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

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CHAPTER 2
ADMINISTRATION

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

2.010. Human Resources SpecialistDirector.

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

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

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

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

2.020. Job Descriptions.

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

2.030. Classification Plan.

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

2.040. Personnel Records.

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

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

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

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

2.050. Employee Inquiries and References.

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

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CHAPTER 3
EMPLOYEE HIRING

3.010 Equal Opportunity Employer.
3.020. Employment Philosophy.
3.030. Employment of Relatives (Nepotism).
3.040. Employment of Minors.
3.050. Authority to Hire.Chapter
3.060 Recruiting.
3.070. Newly Created or Existing Positions.
3.080. Advertising.
3.090. Open Position Notices.
3.100. Application Process.
3.110. Interviews.
3.120. Testing and Investigations.
3.130. Job Offers.
3.140. Employment Eligibility Verification.
3.150. Employee Orientation.
3.160. Disqualification.
3.170. Rehires.

3.010 Equal Opportunity Employer.

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

3.020. Employment Philosophy.

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

3.030. Employment of Relatives (Nepotism).

It is the policy of the City to comply with the provisions of Title 52, Chapter 3, of the *Utah Code Annotated*, as amended, regarding the prohibition of employment of relatives. The City restricts the hiring of city employees' relatives. A relative is defined as the employees' husband, wife, parent, step-parent,

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

(a) A person may be hired within the same department as long as there is not a direct or indirect supervisor/subordinate relationship between the employees, a conflict of interest or the appearance of a conflict of interest.

(b) In the event that an employee who directly or indirectly supervises another employee whom become related as a result of a marriage, the City will attempt to find a suitable position within the City to which one of the affected employees may transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign.

(c) No employee who is related to someone within the same department shall be promoted to a Department Head or Supervisor position.

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3.040. Employment of Minors.

The City may employ minors from time to time and it is the policy of the City to comply with all State and Federal laws and regulations regarding the employment of minors, including, but not limited to, *Utah Code Ann.* §§ 34-23-101, *et seq.*, 29 U.S.C. §212 and 29 C.F.R. Part 570. The law prohibits employment of minors under age 14 and no one under the age of 18 may perform a hazardous job as defined by the Fair Labor Standards Act (FLSA). Please see the Human Resource Specialist for further information on such duties. Please see Work Hours and Breaks and Lunch Periods in Chapter 6 for additional information in regards to employment of minors.

3.050. Authority to Hire.

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

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

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

3.060 Recruiting.

All recruitment shall be conducted in accordance with the City's Equal Opportunity Employer policy as set forth in Section 3.010. Any and all selecting and advancing of employees in the City personnel system shall be on the basis of the applicant and/or employee's ability, knowledge, and skill levels related to the vacant position in accordance with the City's Employment Philosophy set forth in Section 3.020. All hiring shall be based upon the job description for the specific position opening. If the recruitment is for a newly created position, a job description, classification and salary range shall be prepared by the City prior to recruiting for the proposed position and the position approved by the City Council in accordance with Section 3.070. ~~In addition~~ As an alternative to outside recruitment, the City may promote or consider ~~and promote~~ employees from within to fill vacant job positions. Syracuse City employees that apply for and meet minimum qualifications required for the open position should be interviewed during the interviewing process with the other outside applicants; however, this is not required when an employee is promoted.~~.~~

3.070. Newly Created **or Existing Positions.**

New**ly** created regular or appointed positions may be created by the City Council through authorization and approval of the job description, classification, and salary range of the position, either through the annual budget authorization or by separate action of the City Council. Any department head wishing to create a new position within his/her~~their~~ department shall submit a request to the Human Resources Specialist~~Director~~, including a proposed job description, classification, and the pay range for the job. If acceptable to the Human Resources Specialist~~Director~~, the new position request shall be forwarded to the City ~~Administrator~~ Manager for review and recommendation to the City Council. Job openings for existing positions, which have been previously authorized by the City Council shall be

reviewed by the Human Resources Specialist~~Director~~ and approved by the City ~~Administrator~~ Manager to initiate the hiring process.

3.080. Advertising.

Upon approval by the City Council for new positions and approval by the City Manager~~Administrator~~ for existing positions, the Human Resources Specialist~~Director~~ will prepare advertisements for job openings and post notice of such openings as provided herein. Advertising for job openings should be posted at the City Offices and a copy of the posting sent via email to each department head for posting within the Department. Department heads are responsible for ensuring that all job postings are posted within their Department. Internal posting of job openings will also be posted on employee bulletin boards. In addition, and at the same time, the Human Resources Department will advertise all new and vacant positions as it deems appropriate unless directed otherwise by the City ~~Administrator~~ Manager. In general, all new and vacant positions will be posted externally on the Syracuse City Website and through the Utah Department of Workforce Services. Other media, including newspapers, social media and professional publications, may be used ~~depending on the type of position available~~.

3.090. Open Position Notices.

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

3.100. Application Process.

(a) An application for employment will be accepted from applicants for employment on forms provided by Syracuse City. Job applications are available via the City website at www.syracuseut.com or at the City Office building. No one under the age of eighteen (18) may apply for or be hired for full-time employment with the City. No one under the age of fourteen (14) may apply for or be hired for any employment position with the City.

(b) All applications and resumes shall be forwarded to the Human Resources Specialist~~Director~~. Upon receipt, each application, resume, and/or cover letter will be marked with the date it was received. Completed applications will be placed in a file for the open position and shall be retained in accordance with the Government Records Access and Management Act, as set forth in *Utah Code Ann.* §§ 63-2-101, *et seq.*, as adopted and amended by the City.

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

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

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

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

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

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

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

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

3.110. Interviews.

The Human Resources Specialist~~Director~~, in conjunction with the hiring department head or the City ~~Administrator~~ Manager, will select applicants to interview from those who have passed the preliminary screening tests and job applications. Job related duties and qualifications will provide the basis for initial screening of job applicants. ~~During the interview, all job applicants should be advised that, if offered the position, all of the information provided will be verified.~~ Individuals conducting job interviews shall only ask questions that pertain to the job position. A structured interview guide ~~should~~ shall be developed and reviewed by the Human Resources Specialist~~Director~~ and the department head filling the position before the interview begins. The guide will be developed in accordance with the Syracuse City Equal Employment Opportunity policy. During the interview each interviewer will complete the structured interview guide developed for the position. The Human Resources Specialist shall be given the opportunity to attend all interviews for Full-Time positions.

3.120. Testing and Investigations.

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

3.130. Job Offers.

After a job applicant is approved by the Human Resources Specialist~~Director~~ and the hiring department head (and City Council as applicable for department head positions), with the consent of the City Manager, the Human Resources Specialist~~Director~~ or department head in coordination with the Human Resources Specialist, ~~with consent of the City Administrator~~ Manager~~,~~ shall notify the successful job applicant of his or her conditional selection through: (1) a telephone call; and (2) a written job offer letter. ~~The job offer letter shall clearly state that the offer is not accepted until the candidate signs the conditional job offer letter and returns it to Syracuse City by the requested date.~~ To accept a job offer, the candidate must sign the written job offer, thereby making the offer official. The original job offer letter is then filed in the employee's file and a copy is given to the new employee. Written job offer letters will include the following:

(a) The employee's job title;

(b) A clear statement of the job description;

(c) The employee's supervisor;

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

(e) Any applicable relocation commitments;

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

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

(h) The employee's starting date;

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

(j) Notice that employment is contingent upon passing a background investigation, drug testing, driving record evaluation, medical examination, and any other testing or investigation, to the extent required under these Policies and Procedures for the particular position.

3.140 Employment Eligibility Verification.

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

3.150. Employee Orientation.

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

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

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

(c) Utah New Hire Registry Reporting Form;

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

(e) Syracuse City Direct Deposit Form;

(f) Personnel Policies and Procedures Acknowledgement Form; and

(g) If applicable, all benefits enrollment forms.

3.160 Disqualification.

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

3.170 Rehires.

Job applications received from former employees will be processed using the same procedures and standards that govern all other non-employee applications. The Human Resources Specialist~~Director~~ will review the former employee's personnel records and the circumstances surrounding termination of previous employment with the City. Former employees who have been terminated for cause, or who voluntarily resigned while facing disciplinary action, or who did not give a two (2) week notice are not eligible for rehire. Employees must give a two (2) week notice in order to be rehireable unless deemed otherwise at the discretion of the City Manager. Eligibility for rehire should be noted on termination forms. Applicants who are rehired shall be required to serve a probationary period in accordance with these Policies and Procedures. Former employees who terminated employment with the City in good standing~~Employees who are terminated due to a reduction in work force~~ may maintain the original anniversary date for ~~seniority~~ benefit purposes if they are re-employed by the City within one (1) year after the date of termination.

SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

CHAPTER 4
EMPLOYMENT STATUS

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

4.010. General Policy.

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

4.020. Employee Definitions.

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

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

(b) Part-Time. An employee working in a position for which the normal work schedule is less than thirty (30)~~forty (40)~~ hours per week is considered a part-time employee. Part-time employees are not eligible for benefits except as expressly provided herein or otherwise required by law. ~~This classification includes positions which may be considered seasonal or temporary.~~ Part-time employees are at-will and may be terminated at any time with or without cause, without appeal.

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

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

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4.030. FLSA Employment Status.

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

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

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

4.040 Probationary Employment Period.

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

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

~~(c) During the Probationary Period, the employee should have, at a minimum, a performance evaluation at the mid-point and at the end of the Probationary Period. These performance evaluations 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 the City to a particular course of action relative to the probationary employee nor shall it create any property or due process rights for the probationary employee relative to the employment position.~~

~~(d) Upon recommendation of the department head and approval by the City Administrator, a probationary employee shall become a regular employee in the position for which the employee is approved, and the Human Resources Department shall so notify the employee of the status by Personnel Action Form.~~

4.050. Light Duty Status.

Employees that incur a medical condition and are recommended by a medical doctor to only be involved in "light duty" activity may be assigned work in accordance with light duty operations and functions as approved by the Human Resources Specialist~~Director~~ in cooperation with the Department Head. Light duty assignments will be temporary and short term in nature, usually not exceeding thirty (30) work days. Each case will be reviewed independently and will only be extended for extenuating circumstances. Light duty assignments over thirty (30) days must be approved by the City Manager~~Administrator~~.

4.060 Volunteers.

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

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

~~(c) Volunteer experience may be recognized for determining minimum qualifications for an employment position with the City.~~

4.070. Court Ordered Service.

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

CHAPTER 5
COMPENSATION

5.010. General Policy.
5.020. Compensation Plan.
5.030. Pay Grade for New Employees.
5.040. Pay Progression.
5.050. Meritorious Performance.
5.060. Longevity Increase.
5.070. Cost of Living Adjustments.
5.080. Position Adjustments.
5.090. Overtime.
5.100. Compensatory Time.
5.110. Holiday Pay.
5.120. Special Programs.
5.130. Severance Pay.

5.010 General Policy.

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

5.020. Compensation Plan.

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

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

5.030. Pay Grade for New Employees.

Except as provided herein, pay for newly hired employees shall be set at the minimum of the pay range assigned to the specific job position. The City Manager~~Administrator~~ may approve higher starting compensation, up to the midpoint of the pay range for the specific job position, as warranted by job qualification and experience and subject to the availability of funds.

5.040. Pay Progression.

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

5.050. Meritorious Performance.

The City Council may, in its sole discretion, adopt meritorious performance increase guidelines on an annual basis to provide for employee compensation increases. Such meritorious performance increase guidelines shall be adopted and effective as of the first pay period with a July start date ~~in July of~~ each calendar year and shall be subject to funding in the approved budget. Full-time and part-time employees are eligible to receive a meritorious performance increase, subject to the terms and conditions set forth herein. Temporary or seasonal employees may be eligible at the discretion of the City Manager, within budgetary limits and subject to the terms and conditions set forth herein. Employees who have completed their Probationary Period and who have received a satisfactory or better performance rating for performance related to the last twelve (12) months prior to the rating date shall be eligible to receive a meritorious performance increase. Employees who are still in their Probationary Period may be eligible to receive a meritorious performance increase if they have completed at least six (6) months of their Probationary Period and have received a satisfactory or better performance rating for such Probationary Period. Employees at or above the pay range maximum and employees whose performance is rated less than satisfactory shall not be eligible to receive a meritorious performance increase. A meritorious performance pay increase shall not exceed the maximum range of pay assigned to the specific employee position.

5.060. Longevity Increase.

The City Council may, in its sole discretion, grant a longevity increase not to exceed five percent (5%) of an employee's gross pay to an employee who has been paid at or above the range maximum for a minimum of five (5) years, provided the employee has received a successful or outstanding performance rating in the last year and has been employed by Syracuse City for at least eight (8) years. An employee whose salary exceeds the range maximum is eligible to receive a longevity adjustment no more frequently than every five (5) years after the initial longevity adjustment. Any subsequent longevity increase shall not exceed five percent (5%) of the employee's gross pay. An employee is eligible to receive a maximum of five (5) successive longevity adjustments beyond the range maximum ("Longevity Scale Maximum").

5.070. Cost of Living Adjustments.

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

5.080. Position Adjustments.

(a) Promotions. The City Manager~~Administrator~~ may approve higher starting compensation for an employee receiving a promotion if the new salary minimum pay is less than what the employee was receiving in his or her previous position. Promotions include an upward movement in the position that significantly increases the employee's responsibilities and/or supervisory duties. An employee who is promoted will receive an increase to the minimum wage of the entering wage scale, or a seven and a half percent (7.5%) increase, whichever is greater.

(b) Reassignment or Transfer. Except when due to a demotion or other disciplinary action, an employee who is reassigned or transferred to another position shall be paid at least the same salary received prior to reassignment or transfer.

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

(d) Advancements. Advancements includes movement to a higher position due to improved skill, knowledge, or capability, but does not significantly increase the employee's responsibilities and/or supervisory duties. An employee who advances to a higher position will receive an increase to the minimum wage of the entering pay scale, or a three and a half percent (3.5%) increase, whichever is greater. The wage increase becomes effective immediately, pending budget constraints, or at a minimum on the first pay period with a July start date following the advancement. The employee is still eligible for a retention bonus or merit increase.

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5.090. Overtime.

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

a. Prior ~~supervisory~~ City Manager and/or Department Head approval for all overtime worked;

b. Recordkeeping guidelines for all overtime worked;

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

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

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

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

(b) Authorization. Overtime hours of ~~work for FLSA Non-Exempt~~ all employees shall be pre-approved by the City Manager and/or Department Heads. ~~y Administrator and/or department heads.~~ Overtime hours shall be authorized for personnel only when absolutely necessary to provide required services or to complete a required project. Every effort should be made by the City Manager~~Administrator,~~ and ~~d~~Department H~~h~~eads ~~and/or supervisors~~ to keep overtime hours to a minimum. Any ~~FLSA Non-Exempt~~ employee who works unauthorized overtime may be disciplined.

(c) ~~(c)~~ Overtime Hours. ~~An FLSA Non-Exempt employee may not work more than forty (40) hours a week without prior approval of his/her department head, supervisor or the City Administrator~~.

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

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

iii. Law Enforcement Employees. Overtime shall be paid when the employee actually works more than eighty-six (86) hours per 14 day work period. Holiday, sick, vacation, compensatory time, or time off shall not be considered hours

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worked for purposes of calculating overtime compensation. Employee's performing bona fide public safety services must meet the following criteria in order to be considered for overtime compensation

1. Be a uniformed or plainclothes sworn officer;
2. Be empowered by local ordinance to enforce laws designed to maintain public peace and order, to protect life and property from accident or willful injury, and to prevent and detect crimes;
3. Have the power to arrest;
4. Be POST cerified; and
5. Perform over eighty percent (80%) law enforcement duties.

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

~~Overtime shall accrue when the employee actually works more than forty (40) hours per week. Holiday, sick, vacation, compensatory time, or time off shall not be considered hours worked for purposes of calculating overtime compensation. Hours worked over two or more weeks may not be averaged with the exception of public safety and fire protection employees.~~

~~An FLSA Exempt employee may not work more than forty-five (45) hours per week without prior approval of his/her supervisor or the City Administrator. For each hour of approved overtime worked in excess of 45 hours per week, an FLSA Exempt employee shall accrue an hour of compensatory time. Such compensatory time for FLSA Exempt employees is not required under the FLSA, and shall be considered herein as non-FLSA compensatory time or limited compensatory time.~~

(d) Overtime Compensation Rate. ~~FLSA~~ All ~~Non-Exempt~~ employees shall be paid overtime compensation at the rate of time-and-one-half the employee's regular rate of pay for all overtime hours worked. ~~in excess of the forty (40) hour work week~~. ~~The cash p~~ Payments for overtime shall be issued on the regularly scheduled pay day for the work period in which it was earned. Employees may be granted compensatory time off in lieu of overtime compensation in accordance with the provisions of the FLSA.

~~FLSA~~ Exempt employees may be granted limited compensatory time off at the straight time rate for all hours worked in excess of forty (40)~~45~~ hours per week. FLSA Exempt employees shall not be paid cash for any overtime hours worked unless an exception is made by the City Manager~~Administrator~~.

~~(e) Time Reporting. FLSA Non-Exempt and FLSA Exempt employees shall complete and sign a biweekly time record that accurately reflects the hours actually worked to include approved and unapproved overtime, on-call time, stand-by time, approved leave time (holiday, sick, vacation, compensatory time, etc.), and meal periods of public safety employees who are on duty for more than 24 consecutive hours. An employee who fails to accurately record time may be disciplined. An employee who works unapproved overtime may also be disciplined.~~

~~(f) Public Safety Employees. In accordance with the Fair Labor Standards Act (FLSA) guidelines, public safety employees shall follow the maximum work hour threshold of 86 hours in a work period of 14 consecutive days to determine when overtime compensation is granted. Employees performing bona fide public safety services must meet the following criteria in order to be considered for overtime compensation:~~

~~i. be a uniformed plainclothes sworn officer;~~

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ii. be empowered by local ordinance to enforce laws designed to maintain public peace and order, to protect life and property from accident or willful injury, and to prevent and detect crimes;

iii. have the power to arrest;

iv. be POST certified; and

v. perform over 80% law enforcement duties.

(g) Fire Protection Employees. In accordance with the Fair Labor Standards Act (FLSA) guidelines, fire protection employees shall follow the maximum work hour threshold based on two 92 hour 14 day pay periods and four, 106 hour 14 day pay periods of 106 hours in a work period of 14 consecutive days to determine when overtime compensation is granted. This is a continuous six cycle pay period.

5.100. Compensatory Time.

(a) Election. Form. FLSA Non-Exempt employees may elect to receive compensatory time off in lieu of overtime payment in cash. FLSA Non-Exempt Employees desiring to obtain compensatory time off in lieu of overtime payment in cash shall note on their timecard. file an Overtime Compensation Election Form with the City prior to performing work eligible for compensatory time.

(b) Accrual Limit. FLSA Non-Exempt employees shall accrue compensatory time at one and one half hours of compensatory time for each hour of overtime worked. Employees who have elected to receive compensatory time in lieu of overtime payment in cash may accrue up to eighty (80) hours of compensatory time off; provided,Fire protection employees working 24-hour shifts may accrue one hundred and twelve (112)ninety-six (96) hours of compensatory time off. Once an employee reaches the maximum, additional overtime shall be paid in cash on the payday for the period in which it was earned. Employees may request use of compensatory time off in accordance with the leave procedures set forth herein. Only with prior approval of the City ManagerAdministrator, may compensatory time accrue up to 240 hours for regular employees or up to 480 hours for Law Enforcement and Fire Protection employees. peace or correctional officers, emergency or seasonal employees. Once an employee reaches the maximum, additional overtime shall be paid on the payday for the period in which it was earned.

If an FLSA a Non-Exempt employee's status changes to Exempt, that employee's compensatory time earned while in Non-Exempt status shall be paid out at the current rate of pay before the transfer tooktakes place.

FLSA Exempt employees may be granted compensatory time off at the straight time rate for all hours worked (including any hours worked on a holiday) in excess of forty (40)45 hours per week. For each hour of overtime worked over forty (40) 45 hours, an FLSA Exempt employee shall accrue an hour of compensatory time. FLSA Exempt employees may accrue up to eighty (80) hours of compensatory time off. Leave and holiday time taken within the work period may not count as hours worked when calculating compensatory time. Any compensatory time earned by an FLSA Exempt employee is not an entitlement, a benefit, nor a vested right. Any compensatory time earned by an FLSA Exempt employee shall lapse by the first pay period ending in January of each year. Exceptions to the 80 hour maximum may be granted at the discretion of the City Administrator.

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

(c) Use and Rate. Agency management Department Heads and/or the City Manager shall arrange for an employee's use of compensatory time as soon as possible without unduly disrupting agency operations or endangering public health, safety or property. Compensatory time balances for an FLSA Non-Exempt employee shall be paid down to zero in the same pay period that the employee is transferred from one agency to a different agency, promoted, reclassified, reassigned or transferred to an FLSA Exempt position. Payments for compensatory time off shall be paid at the employee's regular rate of pay at the time the employee receives such payment.

Exceptions to this overtime compensation policy may be granted by the City Manager, in accordance with the rules governing FLSA. by the City Administrator.

5.110. Holiday Pay.

Full-time FLSA Non-Exempt employees who are not engaged in bona fide Law Enforcement and Fire Protection public safety activities services that are requested by their supervisor and/or department head to work on a City-recognized holiday will be compensated at a rate of one and one-half times their hourly wage for each hour worked. This compensation will be in addition to any paid holiday leave provided by the City.

FLSA Exempt employees who work on a City-recognized holiday may be granted compensatory time off at the straight time rate for all hours worked in excess of 45 hours per week.

5.120. On-Call Pay.

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

On-call employees shall be paid $20 per day and shall record on-call days on his or her timecard during that pay period.

5.1230. Special Programs.

Employees who participate in special programs outside of their regular employment, such as Seat Belt Enforcement, D.U.I. Enforcement, the Metro Narcotics Task Force, Metro SWAT or other program funded by federal or state grants, will be compensated at a their regular rate of pay unless otherwise established by the specific program in which they are participating. Special program hours worked by individuals engaged in bona fide public safety activities who will not be included as hours worked for the purposes of overtime and/or compensatory time as more particularly outlined in Chapter 6.

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5.1~~3~~40. Severance Pay.

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

(b). Payment Amount. Severance pay provided will be paid in the form of a lump sum payment to be paid upon termination. The amount of this payment to be provided to eligible employees (refer to 5.130(a)) will be calculated according to the following guidelines:

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

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

CHAPTER 6
PAYROLL ADMINISTRATION

6.010. Work Hours.
6.020. Work Periods.
6.030. Breaks and Lunch Periods.
6.040. Time Keeping.
6.050. Paydays.
6.060. Automatic Payroll Deposits.
6.070. Payroll Deductions and Withholdings.
6.080. Garnishments.
6.090. Reimbursable Expenses.
6.100. Advances.

6.010. Work Hours.

The normal work hours for most employees are eight (8) hours a day, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, including a one (1) hour non-paid lunch period. Employee work hours may vary from this general schedule as directed by the employee's department head or the City Manager~~Administrator~~. Alternative work schedules, such as four ten (10) hour days, may also be approved by the City Manager~~Administrator~~ for various Departments or positions.

6.020. Work Periods.

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

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

(c) Fire Protection Employees. The defined work period for fire protection employees performing bona fide ~~public safety~~fire protection services ~~and working twenty-four (24) hour shifts~~ shall be a fourteen (14) day work period beginning at 12:00 a.m. on Saturday and ending fourteen (14) days later on Friday at 11:59 p.m.

6.030. Breaks and Meal~~Lunch~~ Periods.

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

(a) Breaks. Employees will receive one (1) paid fifteen (15) minute break during~~for~~ every four (4) hours worked. Break periods can~~not~~ be combined and used to ~~extend or~~ shorten an employee's meal period with prior approval of the Department Head. ~~work hours or work day.~~ Break periods cannot be used at the beginning or the end of a shift. Employees

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are encouraged to take their breaks when scheduled. However, if an employee chooses to work through his or her paid break, it is their discretion to do so and no extra compensation will be given for the extra time worked.

(b) ~~Lunch~~Meal Period. Full-time employees, other than employees performing bona fide law enforcement and fire protection~~public safety~~ services, may take one (1) one (1) hour unpaid ~~lunch~~ meal period during a standard work day of eight (8) hours. Shorter ~~lunch~~meal periods may be approved by the City Manager~~Administrator~~ for Departments or positions working under an approved alternative work schedule. ~~Unless otherwise approved by the department head, lunch~~Meal periods can~~not~~ be used to extend or shorten an employee's work hours or work day with prior approval of the Department Head. Unpaid meal periods must be uninterrupted and employees must be fully relieved of duties.

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

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

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

6.040. Time Keeping.

Employees shall be responsible for accurately recording their hours of work. Federal and State regulations require the City to keep an accurate record of time worked in order to calculate employee compensation, benefits, taxes and other relevant information. Time worked is time actually spent on the job performing assigned duties. Nonexempt employees shall be required to accurately fill out City-approved time sheets for each day of work. Hours of work shall be recorded in fifteen (15) minute increments. All completed time sheets shall be signed and verified as to accuracy by the employee and submitted to the employee's department head or supervisor for signature and verification. Department heads are responsible for reviewing, verifying ~~and signing employee time sheets~~ and submitting them~~the same~~ to the Human Resources Department no later than 9:00 a.m. on the Monday following the completion of the pay period.~~relevant work period as defined in Section 6.020.~~

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

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6.050. Pay Days.

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

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

6.060. Automatic Payroll Deposits.

It is City policy that all employees are paid by direct deposit to their respective checking or savings account. Accordingly, the City has established an automatic payroll deposit program, which provides automatic transfers of an employee's pay directly to the employee's bank account(s) (checking or savings) on each payday. ~~Printed remuneration statements~~Paystubs will be e-mailed ~~provided~~ to the employee on or before the payday~~s~~. Except in the case of compelling circumstances as determined by the City, employee paystubs ~~remuneration statements~~ will not be given to anyone other than the employee. Upon ~~proper, advance notice, and with~~ written request, permission and release from the employee, the City may release a copy of the employee's ~~remuneration~~ paystub to the person designated by the employee.

6.070. Payroll Deductions and Withholdings.

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

6.080. Garnishments.

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

6.090. Reimbursable Expenses.

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

6.100. Advances.

The City does not make pay advances to employees.

SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

CHAPTER 7
BENEFITS

7.010 Disclaimer.
7.020. Eligibility.
7.030 Medical, Dental and Vision Insurance.
7.040. Life Insurance.
7.050. Long-Term Disability Insurance.
7.060. Accidental Death and Dismemberment Insurance.
7.070. Retirement Program.
7.080. Social Security.
7.090. COBRA Coverage.
7.100. Health Savings Account & Flex Spending Account.
7.110. Employee Assistance Program.
7.120. Community~~Recreation~~ Center Membership.
7.130. Health and Wellness.
7.1~~1~~40. Termination.

7.010. Disclaimer.

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

7.020. Eligibility.

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

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

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

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

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

7.030 Medical, Dental and Vision Insurance.

(a) Participation. ~~Qualifying f~~Full-time employees have the option to participate in the medical, dental and vision insurance plans offered by the City. ~~Qualifying n~~New employees may begin coverage at the beginning of the month following the month in which they were hired. ~~Qualifying~~

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~~e~~Employees may only make changes to their insurance elections on an annual basis during open enrollment or if they experience a qualifying event.

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

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

7.040. Life Insurance.

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

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

7.050. Long-Term Disability Insurance.

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

7.060. Accidental Death and Dismemberment Insurance.

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

7.070. Retirement Program.

(a) ~~(a)~~ Non-Contributory Retirement System. The City is a member of the Utah ~~State~~ Retirement Systems ("URS"). Participation and administration of the system shall be conducted in accordance with State statutes and regulations regarding the same. No employee shall be exempt from such system unless permitted by law and approved by the City Council. Eligible police officers will be enrolled in the URS Public Safety Retirement System. Eligible fire department employees will be enrolled in the URS Firefighters Retirement System. The City will be responsible for all required contributions associated with enrollment in these respective retirement systems.

(b) Exemption from Non-Contributory Retirement System. The following positions are eligible for exemption out of the Non-Contributory Retirement System subject to approval

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by the City Council: City Manager, City Recorder, Community and Economic Development Director, Finance Director, Fire Chief, IT Director, Parks and Recreation Director, Police Chief, Public Works Director, and any elected official who is qualified to participate in URS. The City will contribute an amount equal to the URS contribution rate into the exempted employee's qualified 401(k) plan account. New employees starting on or after July 1, 2011 are not allowed to exempt out of the URS retirement in accordance with state law.

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

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

~~(b) Deferred Compensation Plan. Qualified and eligible employees shall be allowed to contribute to the 401(k) or 457 deferred compensation plans provided by the Utah State Retirement System. The City may match, dollar for dollar, up to four percent (4%) of an employee's base wages that the employee contributes to his or her 401(k) or 457 deferred compensation plan for qualifying and eligible employees. Such City contributions shall not exceed a total of four percent (4%) of the employee's base wages and shall be contributed directly into a 401(k) plan account. The determination as to whether or not the City will match deferred compensation contributions will be based on the availability of funds and will be re-evaluated on an "as needed" basis.~~

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7.080. Social Security.

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

7.090. COBRA Coverage.

Employees whose employment with Syracuse City is either voluntarily or involuntarily terminated ~~and who have been employed with the City for at least six (6) months prior to their termination~~ will be eligible for continuation of benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").

7.100. Health Savings Account and Flex Spending Account.

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

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7.110. Employee Assistance Program.

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

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7.120. ~~Recreation~~Community Center Membership.

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

7.130.~~10.~~Health and Wellness.

In order to promote good health, Full-Time employees are eligible to participate in a fitness activity for up to thirty (30) minutes per regularly scheduled work day, unless authorized by the department head for longer duration, but in no case shall exceed ninety (90) minutes per week. This time must be authorized by the department head and shall not interfere with matters of business. Health and wellness time shall not be considered hours worked for purposes of calculating overtime compensation.

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7.140. Termination.

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

SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

CHAPTER 8
LEAVE

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

8.010. Paid Leave.

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

8.020. Leave Without Pay.

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

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

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

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

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

8.030. Leave Procedures.

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

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

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

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

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(e) Records. All paid leave shall be documented on the employee's timecard.~~The original Employee Leave Request Form shall be maintained with the employee's personnel records.~~

8.040. Leave Procedures Exceptions.

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

(a) Absence due to Illness. In the event an employee is absent due to illness, the request for leave may be handled by a ~~telephone~~phone, text or email ~~report~~ to his or her supervisor or department head. In the event the supervisor or department head is not available, the employee may notify the City Manager~~Administrator~~. If a department head is absent due to illness, the department head shall notify the City Manager~~Administrator~~ of such absence. Such notice shall be given ~~as soon as practical, but~~ no later than ~~one (1) hour after~~ normal starting time on each day of the absence unless circumstances surrounding the absence make such notification impossible. The department head, supervisor or City Manager shall respond to the employee to confirm the receipt of absence notification.

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

8.050. Unauthorized Absence.

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

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

8.060. ~~Annual~~ Vacation Leave.

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

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

(1) From effective starting date through three (3) years of service, 3.08 hours of ~~annual~~ vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 10 days per year), except that fire fighters working 24-hour shifts shall accrue 4.30 hours of vacation leave upon the completion of each fourteen (14) day pay period.

(2) From four (4) years through nine (9) years of service, 3.69 hours of ~~annual~~ vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 12 days per year), except that fire fighters working 24-hour shifts shall accrue 5.16 hours of vacation leave upon completion of each fourteen (14) day pay period.

(3) From ten (10) years through fourteen (14) years of service, 4.61 hours of ~~annual~~ vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 15 days per year), except that fire fighters working 24-hour shifts shall accrue 6.46 hours of vacation leave upon completion of each fourteen (14) day pay period.

(4) For over fifteen (15) years of service, 6.15 hours of ~~annual~~ vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 20 days per year), except that fire fighters working 24-hour shifts shall accrue 8.61 hours of vacation leave upon completion of each fourteen (14) day pay period.

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

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

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

~~(e) Miscellaneous. A paid holiday which occurs during annual vacation leave will not be charged as a vacation day.~~

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

(g) Cash Out. Employees may choose to cash out vacation leave up to a specified amount as provided in Chapter 17 for reimbursement of emergency preparedness costs. See Chapter 17 for additional information.

8.070. Sick Leave.

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

(a) Eligibility. Full-time employees ~~and fire fighters working 24-hour shifts~~ are eligible to accrue sick leave in accordance with the accrual rates set forth herein. ~~Except as otherwise expressly provided herein, part-time and temporary or seasonal employees are not eligible to accrue or receive sick leave.~~

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

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

(d) Utilization. Sick leave shall not be considered as a privilege that employees may use at their discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee or an immediate family member of the employee. For purposes of this Section, immediate family member shall include the employee's legal or common law spouse, child, foster child, step-child, brother, brother-in-law, sister, sister-in-law, parent, step parent, mother-in-law, father-in-law, grandparent, spouse's grandparents, daughter-in-law, son-in-law, or grandchild. Sick leave may be used when the employee is unable to perform regular duties due to illness or disability of the employee or an immediate family member or for visits to the hospital, clinics, doctor's office, or dentist's office for diagnosis or treatment of illness, injury or examination of the employee or an immediate family member. In no event shall employees perform any work of any kind for compensation for any public or private entity or person (including for him or herself) during any period for which sick leave payments are being received from the City, without prior written approval from the City Manager. In no event shall employees be allowed to use more sick leave than he or she has accrued. Any absence for illness beyond accrued sick leave will result in the employee being carried on ~~annual~~ vacation leave status to the extent accrued ~~annual~~ vacation leave is available, and thereafter on leave without pay, to the extent approved by the City and/or required by law.

(e) Separation or Change in Status. Except as otherwise provided herein for qualified retirement with URS, an employee who is terminated from employment with the City, voluntarily or involuntarily, shall not be compensated for unused accrued sick leave. An employee who retires, other than retirement due to pending disciplinary action, will be compensated for twenty percent (20%) of his or her unused accrued sick leave. Employee's who transition from full-time employment to part-time employment with the City, shall not be eligible or compensated for unused accrued sick leave. Any unused accrued sick leave shall be forfeited at the date of change in status from full-time to part-time.

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

(g) Cash Out. Employees may choose to cash out sick leave up to specified amount as provided in Chapter 17 for reimbursement of emergency preparedness costs. See Chapter 17 for additional information.

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8.080. Holiday Leave.

Full-time employees not involved in bona fide law enforcement and fire protection ~~public safety~~ activities shall receive eight (8) hours of ~~paid~~ holiday pay~~leave~~ for each of those days defined herein as legal holidays of the City. Full-Time fire fighters working 24-hour shifts shall accrue 5.16 hours of ~~paid~~holiday leave every two (2) weeks in lieu of holiday time off and may accumulate and carry forward ~~to the next calendar year~~ a maximum of one hundred and thirty-four (134) hours of holiday leave. ~~All s~~Sworn police officers shall accrue 3.69 hours of ~~paid~~holiday leave every two (2) weeks in lieu of holiday time off and may accumulate and carry forward ~~to the next calendar year~~ a maximum of ninety-six (96) hours of holiday leave. Any unused, accrued holiday leave in excess of these accrual maximums will be

forfeited on the employee's anniversary date each year. The employee's anniversary date is their Full-Time hire date. ~~at the end of the last pay period in each calendar year.~~ Full-time employees who are in leave without pay status for the work-day before or after the applicable holiday will not be eligible for holiday pay or leave accrual. ~~Additionally, part-time employees and temporary or seasonal employees are not eligible for holiday pay but may be given leave without pay. Holidays occurring during an employee's vacation or sick leave are not counted as vacation or sick days (excluding those employees who are scheduled to work on the holiday and who will be given an alternate day off for the holiday).~~ If any designated holiday falls on a Saturday, the preceding Friday shall be the holiday. If any designated holiday falls on a Sunday, the following Monday shall be the holiday. Designated and observed City holidays are as follows:

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

8.090. Family and Medical Leave.

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

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

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

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

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

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

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

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

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

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

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

(f) Employee Notice Requirements.

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

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

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

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

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

(g) Employer Notice Requirements.

(1) General Notice. The City is required to post a notice explaining the Act's provisions and providing information concerning the procedures for filing complaints of the violations of the Act with the Wage and Hour Division. Such notice shall be posted prominently and the text must be large enough to be easily read. In addition, the City shall provide general notice to each employee by including the notice in any employee handbook or other written guidance to employees concerning employee benefits or leave rights. In compliance with these notice requirements, a copy of the Employee Rights and Responsibilities (WH Publication 1420) is attached hereto as Appendix I, and incorporated herein by this reference.

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

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

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

(h) Certification of Health Care Provider. The City may require the employee to provide certification from a health care provider regarding the necessity of the FMLA leave in accordance with and subject to provisions of the Act, including, but not limited to 29 C.F.R. § 825.305, et. Seq., as amended. Medical certification shall be substantially in the form of the Certification of Health Care Provider for Employee's Serious Health Condition (Form WH-380E), as set for in Appendix L, attached hereto and incorporated herein by this reference, or the Certification of Health Care Provider for F~~R~~amily

Member's Serious Health Condition (Form WH-380F), as set forth in Appendix M, attached hereto and incorporated herein by this reference. Certifications for a qualifying exigency shall be substantially in the form of the Certification of Qualifying Exigency for Military Family Leave (Form WH-384), as set forth in Appendix N, attached hereto and incorporated herein. Certification for FMLA leave taken to care for a covered servicemember with a serious injury or illness shall be substantially in the form of the Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave (Form WH-385), as set forth in Appendix O, attached hereto and incorporated herein

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

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

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

(l) Leave Protection.

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

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

(3) Benefits. The taking of family or medical leave shall not result in the loss of any employment benefits accrued prior to the date on which the leave commenced, other than the required use of vacation and sick leave. An employee's entitlement to benefits other than group health benefits during a period of FMLA leave shall be determined in accordance with the City's policy for providing such benefits for the type of leave taken; i.e. paid or unpaid, as applicable. The City's right to recover costs incurred by the City for non-health plan benefits during FMLA leave shall be determined by applicable provisions of the Act.

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

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

8.100. Military Leave.

Employees who enter active service in any branch of the armed forces of the State of Utah or of the United States shall be granted a leave of absence from employment with the City during his or her military service to the extent required by State and Federal law, including provisions regarding "Governmental Employees in Military Service," as set forth at *Utah Code Ann*. ' 39-3-1, *et seq*., as amended, and the Uniformed Services Employment and Reemployment Rights Act of 1994, as set forth in 38 U.S.C. §§ 4301, *et seq*., as amended. Military personnel may also be eligible for family leave in accordance with the provisions of the National Defense Authorization Act, Public Law 110-181, and the Family Medical Leave Act of 1993, as amended. Such leave is more particularly described in Section 8.090 of these Policies and Procedures regarding Family and Medical Leave.

8.110. Jury Duty Leave.

The City recognizes the duty of its employees as citizens to serve on juries or as court witnesses. Employees who are required to miss work as a result of being summoned to serve on a jury, or have been subpoenaed to appear as a witness, may be eligible for paid leave during such jury duty and witness periods, less compensation received by the employee for such services, for a period of time not to exceed sixty (60) days. This Section does not apply when an employee appears in court on his or her own behalf, such as a traffic offense or as a party to a lawsuit. Employees appearing in court on behalf of the City in their official capacity shall be paid their regular rate of pay as hours worked in accordance with applicable provisions of the Fair Labor Standards Act.

8.120. Injury Leave.

An employee injured on the job must report the injury in accordance with reporting procedures set forth in Chapter 14. Employees injured during performance of their job duties are covered by Worker's Compensation Insurance as provided by State law and shall be compensated for such leave in accordance therewith.

8.130. Funeral Leave.

Full-Time Employees may be granted up to three (3) days or up to twenty-four (24) hours of paid funeral leave to attend the funeral of the employee's legal or common law spouse, child, step-child, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, parent, step-parent, mother-in-law, father-in-law, grandparent, spouse's grandparents, daughter-in-law, son-in-law, or grandchild. ~~Approved funeral leave shall be paid leave as provided by the City.~~ If additional time is needed, the employee may use accrued sick or vacation leave with department head approval.

8.140. Administrative Leave.

Employees may be placed on paid administrative leave pending investigation or disciplinary action in accordance with and subject to the provisions set forth in Chapter 22.

SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

CHAPTER 9
EMPLOYEE CONDUCT

9.010. Employee Vision and Mission Statements.
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9.140. Smoking.
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9.160. Workplace ~~Harassment and~~ Violence.
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9.010. Employee Vision and Mission Statements.

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

9.020. Public Relations.

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

9.030. Working Relations.

Employees are expected to maintain a productive and supportive working relationship with others in the course of carrying out their responsibilities. They shall also encourage teamwork, support team

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

9.040. Personal Appearance.

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

(a) Appropriate Dress. Traditional business attire; dress or casual slacks or leggings, i.e. khakis, capri pants, casual dress-length dresses or dress-length skirts, or maxi-length skirts or dresses; shirts or blouses; open collared shirts or sweaters, i.e., golf shirts or polo shirts; blazers, sport coats, vests or cardigans.

(b) Inappropriate Dress. Jeans or denim; t-shirts (except for city logo shirts); halter or spaghetti strap tank top (unless covered by a jacket); tube top; revealing or low-cut clothing or clothing showing bare midriffs; shorts of any kind; miniskirts; sweat suits or other athletic clothing; hats. (see subparagraph (c))

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

(d) Body piercing other than earrings should not be visible.

(e) Visible tattoos are discouraged, but will be allowed if they are not violent, offensive or pornographic.

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

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

9.050. Uniforms.

Uniforms or uniform allowance may be provided to personnel of certain departments as

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

9.060. Employee Ethics.

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

9.070. Honesty.

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

9.080. Confidentiality.

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

~~**9.090. Nepotism.**~~

~~It is the policy of the City to comply with the provisions of Title 52, Chapter 3, of the *Utah Code Annotated*, as amended, regarding the prohibition of employment of relatives.~~

9.090.~~100.~~ Attendance.

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

9.100.~~110.~~ Outside Employment.

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

(a) whether the outside employment will in any way interfere with the employee's ability to

meet the City's work schedule, including reasonable overtime and standby assignments;

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

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

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

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

9.110.120. Personal Activities.

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

9.120.130. Political Activities.

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

9.130.140. Social Networking.

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

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

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

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

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

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

(e) Upon request from their department head, employees are to remove any content that is in violation of this policy in a reasonable and prompt manner.

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

9.140. Smoking.

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

9.150. Consensual Romantic Relationships.

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

(b) Relationships between a supervisor and a subordinate:

(1) Consensual "romantic" or sexual relationships between a supervisor and a subordinate are prohibited, as well as any conduct, such as dating, that is designated or may

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reasonably be expected to lead to the formation of a "romantic" or sexual relationship. Persons should not be hired, promoted, transferred, or otherwise changed into a position where the supervisor and subordinate have had such a relationship within the last two (2) years. Where such a relationship existed beyond two (2) years ago, the department head in consultation with the Human Resources Specialist~~Director~~ will review the specific circumstances to determine whether or not to approve the action.

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

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

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

(c) Dating relationships between other employees:

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

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

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

9.160. Workplace ~~Harassment and~~ Violence.

(a) Purpose. Syracuse City is committed to preventing workplace ~~harassment and~~ violence and to maintaining a safe work environment. Given the increasing violence in society in general,

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

(b) Policy. All employees~~, including supervisors and temporary employees,~~ should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Syracuse City unless the employee has a valid permit issued or recognized by the State of Utah and has notified the department head and the City Manager in writing.~~without proper authorization.~~ Conduct that threatens, intimidates, harasses, coerces, or harms another employee, a customer, or a member of the public will not be tolerated. ~~This prohibition includes all acts of harassment, including harassment that is based on an individual's race, age, disability, or any characteristic protected by Federal, State, or local law, except for sexual harassment which shall be governed by the provisions and procedures set forth in Chapter 10.~~

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

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

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

~~(f) Complaint Procedures. Whenever an employee believes he or she has experienced, learned of or witnessed any type of intimidation, harassment, or violence in the workplace (other than sexual harassment which is governed by Chapter 10) the employee may file a written complaint in accordance with the grievance procedures set forth in Chapter 22.~~

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

9.170. Americans with Disabilities Policy.

(a) Policy. It is the policy of the City to fully comply with the provisions and protections of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et. seq*., as amended, including, but not limited to, the Americans with Disabilities Act Amendments of 2009 (ADAAA), Public Law 110-325, prohibiting employment discrimination against qualified individuals with disabilities. Pursuant to the ADA and the ADAAA, which shall hereinafter be referred to collectively as the ADA, the City shall not discriminate against a qualified individual with a disability in job application procedures, hiring, firing, advancement, compensation, job training, leave, benefits, and any other term, condition and privilege of employment with the City. It is further the intent of the City to fully comply with the provisions and interpretations of the EEOC regulations and guidelines issued pursuant to authority of the ADA, including, but not limited to, regulations set forth in 29 C.F.R. Part 1630, as amended.

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

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

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

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

(f) Interactive Process for Determining Accommodation. The ADA suggests the employee and employer work together informally in an interactive process to determine potential or appropriate accommodations under the circumstances that would enable the employee to perform the essential functions of his or her job. Once a reasonable accommodation is requested, the ADA Coordinator and the applicant or employee should sit down and discuss the applicant's or employee's needs and identify the appropriate reasonable accommodation. If such consultation does not identify an appropriate accommodation, the City may seek further assistance from the EEOC, State or local vocational rehabilitation agencies, the Job Accommodation Network (JAN), or other appropriate service to assist the

City in making individualized accommodations. The ADA Coordinator shall respond promptly to all requests for a reasonable accommodation and should keep lines of communication open with the applicant or employee making the request, particularly when it will take longer than expected to provide an accommodation or when supporting documentation is needed.

(g) Complaint. Whenever an applicant or employee believes he or she has been discriminated against on the basis of a disability regarding his or her employment or application for employment with the City, the applicant or employee may file a written complaint with the ADA Coordinator. The complaint should set forth the facts and circumstances surrounding the complaint and the basis for the complaint. Upon receipt of a complaint, the ADA Coordinator shall immediately notify the City Manager~~Administrator~~ of the complaint and conduct an investigation of the complaint. The ADA Coordinator may also hire a third party to investigate the matter. Investigation of the complaint may include, but is not limited to: interviewing the complainant and affording all interested persons and their representatives, if any, the opportunity to submit oral or documentary evidence relevant to the complaint. The ADA Coordinator shall, within a reasonable time from receipt of the complaint, prepare and distribute his or her findings and conclusions from the investigation, including a description of the resolution of the complaint and notice of the complainant's right to appeal.

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

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

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

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

9.180. Credit Cards.

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

SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

CHAPTER 10
~~SEXUAL~~ HARASSMENT

10.010. Policy.
10.020. Purpose.
10.030. Notice
10.040. Definitions.
10.050. Prohibited Conduct.
10.060. Employee Responsibility.
10.070. Complaint Procedures.
10.080. File Records.
10.090. Confidentiality.
10.100. Retaliation.
10.110. Misuse of Policy.
10.120. Other Procedures and Remedies.

10.010. Policy.

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

10.020. Purpose.

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

10.030. Notice.

All employees of the City shall be responsible for knowing the provisions of this policy regarding ~~sexual~~ harassment. The Human Resources Specialist~~Director~~ shall be responsible for informing employees of any amendments to this policy. Any violation of this policy by City employees shall result in disciplinary action up to and including termination.

10.040. Definitions.

As used herein, the following words shall have the meaning described below:

(a) ~~A~~"Retaliation"~~e~~ means an adverse or negative~~a retaliatory~~ action taken against any person complaining of or reporting ~~sexual~~ harassment or any person involved or cooperating in an investigation of ~~sexual~~ harassment or an adverse or negative ~~retaliatory~~ action

taken against any other person or property as a result of a ~~sexual~~ harassment complaint and/or investigation.

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

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

10.050. Prohibited Conduct.

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

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

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

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

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

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

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~~(b) Targeted Gender Harassment. This conduct includes intentional behavior that is directed at a specific gender. Examples of this kind of prohibited conduct include sexual comments and jokes as well as suggestions or gestures about gender or sexuality.~~

~~(c) Targeted Individual Harassment. This conduct consists of intentional behavior that is targeted at an individual or a specific group which causes serious negative physical or psychological effects to the victim and adversely affects productivity and morale. This prohibited conduct includes negative or offensive sexual comments, jokes, or gestures directed to or relating to an individual's gender or sexuality, or unwelcome physical conduct of a non-criminal nature.~~

~~(d) Criminal Sexual Harassment. This conduct includes behavior which violates State or Federal law. Prohibited conduct includes forcible sexual abuse, intentional intimate touching of another (such as buttocks or genitals of another or the breasts of a female), and taking indecent liberties with another individual.~~

10.060. Employee Responsibility.

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

10.070. Complaint Procedures.

Whenever an employee believes he or she has experienced, learned of or witnessed any type of ~~sexual~~ harassment, the employee shall report the matter utilizing the following procedures.

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

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

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

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

(e) Determine Remedy. Based on the notice of decision written by the Human Resource Specialist, if a violation of this policy is found the City Manager and Department Head shall determine the appropriate discipline for the violator ranging from written reprimand to termination of employment. ~~If a violation of this policy is found, the Human Resources Director shall determine the appropriate discipline for the violator ranging from written reprimand to termination of employment.~~ The City Manager and department head in consultation with the Human Resources Specialist~~Director~~ shall take the following factors into consideration in determining the appropriate discipline, together with any other appropriate factors:

(1) the relationship of the parties;

(2) the nature of the offense;

(3) the number of complainants; and

(4) the number of occurrences.

10.080. File Records.

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

10.090. Confidentiality.

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

10.100. Retaliation.

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

10.110. Misuse of Policy.

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

10.120. Other Procedures and Remedies.

The grievance procedures provided herein are intended to replace rather than supplement other City grievance procedures for any grievance involving ~~sexual~~ harassment and shall be exhausted prior to pursuing other available remedies.

CHAPTER 11
NON-DOT DRUG AND ALCOHOL TESTING POLICY

11.010. Purpose.
11.020. General Policy.
11.030. Applicability.
11.040. Definitions.
11.050. Regulations.
11.060. Zero-Tolerance.
11.070. Voluntary Rehabilitation.
11.080. Prescription and Over-the-Counter Drugs.
11.090. Testing Required.
11.100. Basis for Testing.
11.110. Testing Procedures.
11.120. Results.
11.130. Action.
11.140. Confidentiality and Access to Test Results.
11.150. Notification of Conviction.
11.160. Americans with Disabilities Act (ADA).
11.170. Amendments.

11.010. Purpose.

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

11.020. General Policy.

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

11.030. Applicability.

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

11.040. Definitions.

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

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

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

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

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

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

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

(1) Marijuana

(2) Cocaine

(3) Amphetamines

(4) Benzodiazepines

(5) Barbiturates

(6) Opiates and other narcotics

(7) Phencyclidine (PCP) and other hallucinogens

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

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

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

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

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

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

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

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

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

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

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

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

(s) Use. "Use" means to illegally consume, sell, purchase, manufacture, distribute, be under the influence of, report to work under the influence of, or be in possession of drugs and/or alcohol. The term use shall also include the presence of drugs and/or alcohol in the body of an employee, including the presence as a metabolite, the use of a prescription drug without a valid prescription from a health care provider and not using a prescription drug as prescribed by the authorizing health care provider.

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

11.050. Regulations.

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

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

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

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

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

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

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

(g) Consuming or using alcohol in any form, ~~within~~ four (4) hours prior to ~~of~~ a scheduled work period, or while~~including when~~ "on-call."

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

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

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

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

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

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

11.060. Zero-Tolerance.

If it is determined that an employee tests positive for use of controlled substances and/or alcohol, abuses prescribed drugs, refuses to provide a sample, knowingly supplies an excess fluids (diluted), substituted or adulterated sample, or otherwise violates the terms and provisions of this policy, that employee shall be subject to disciplinary action, up to and including termination. Any disciplinary action taken for violations of this policy shall comply with the disciplinary action procedures, as applicable, set forth in Chapter 22 of these Policies and Procedures.

11.070. Voluntary Rehabilitation.

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

11.080. Prescription and Over-the-Counter Drugs.

Prescribed and over-the-counter drugs and the necessary instrumentalities of administration brought on City premises may only be used by the person for whom they are prescribed and taken as directed so long as the use of such drugs does not adversely affect the safety of the work environment or significantly impede performance of essential job functions. There are various prescription and over-the-counter drugs that may adversely affect the safety of the work environment. Examples include, but are not limited to, pain relievers that contain opiates, and muscle relaxants. It is the employee's responsibility to be informed about the effects of prescription and over-the-counter drugs they are taking by reading the information that accompanies the drug, including any information provided by the pharmacist, by consulting with their physician, and by accessing and utilizing other sources of information available to the employee, and acting accordingly. Any employee who chooses or is medically required to ingest prescribed or over-the-counter medications that may adversely affect the safety of the work environment, shall immediately notify his or her department head of the type of medication and time period over which said medications will be taken. The department head will make a determination of any restrictions to be placed on the employee after appropriate confidential consultation with the Human Resources Specialist~~Director~~, the City Attorney's Office, and/or medical professionals. A written statement from the employee's physician may be required regarding whether the physician is of the opinion that the employee can safely work or perform his or her job duties while taking the prescribed drug. Any employee who chooses or is medically required to ingest a prescribed or over-the-counter medication outside of the workplace must ensure that the impairing effects have ended prior to reporting for work. For purposes of this policy, medications used as prescribed, which do not constitute a safety concern, shall not be considered a violation of this policy.

11.090. Testing Required.

In accordance with the provisions of this policy, all prospective and current employees shall be subject to drug and alcohol testing as a condition of hiring and continued employment with the City. Failure to comply with this policy shall result in the City refusing to hire a prospective employee or disciplinary action for current employees as set forth in Section 11.060 regarding the City's zero-tolerance policy. All drug testing shall consist of a CRL nine (9) panel plus narcotics drug screen to set for the presence of controlled substances. All testing shall be based on and under the circumstances set forth in Section 11.100 regarding basis for testing.

11.100. Basis for Testing.

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

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

(b) Reasonable Suspicion. Employees acting in a manner which raises reasonable suspicion that the employee has improperly used or reported to work under the influence of drugs or alcohol shall be subject to drug and alcohol testing. "Reasonable suspicion" shall be determined by the supervising agent and shall mean an articulated belief based upon recorded facts and reasonable inferences drawn from those facts that the employee is in violation of this policy. Reasonable suspicion drug and/or alcohol testing will be required when there is any of the following: observable phenomena (actual use, possession, odors, etc); abnormal behavior or physical characteristics; or a drug-related investigation, arrest, or conviction or any investigation of theft.

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

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

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

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

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

(c) Random. Employees in safety sensitive positions shall be subject to unannounced drug and alcohol testing. Employees in non-safety sensitive positions will be periodically tested.

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

(A) Fire Chief

~~(B) Assistant Fire Chief~~

~~(C) Fire Captain~~

~~(D) Fire Lieutenant~~

~~(E) Fire Engineer~~

(B~~F~~) Fire Fighter

(C) Administrative Professional (Fire)

(D~~G~~) Police Chief

(E~~H~~) Police Lieutenant

(F~~I~~) Police Sergeant

(G~~J~~) Police Officer

(H) Code Enforcement Officer

(I) Bailiff

~~(K) Reserve Police Officer~~

(J~~L~~) Crossing Guard

~~(M) Substitute Crossing Guard~~

(K) City Engineer

(L) Meter Reader

(M) Building Official

(N) Building Inspector

(O) Land Maintenance Worker

(P~~N~~) Parks Maintenance Worker ~~I, II and III~~

(Q) Recreation Coordinator

(R) Recreation Supervisor

(S) Parks Coordinator

(T) Cemetery Maintenance Worker

(U) Gang Mower Operator

Formatted: Numbered + Level: 1 + Numbering Style: I, II, III, … + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Indent at: 2"

(V) Recreation Assistant

(W) Sports Fields Worker

(X) Streets Maintenance Worker

(Y) Water Maintenance Worker

(Z) Environmental Maintenance Worker

~~(O) Streets Maintenance Worker I, II and III~~

~~(P) Water Maintenance Worker I, II and III~~

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

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

(d) Post-Accidents. Employees involved in any work-related accident involving a vehicle, injury requiring medical treatment, or property damage anticipated to exceed $1,000, are required to submit to post-accident drug and alcohol testing. Off-duty employees involved in motor vehicle accidents involving Syracuse City vehicles will also be subject to post-accident drug and alcohol testing.

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

(2) In the event that post-accident drug and alcohol testing is warranted, it is the employee's supervisor's responsibility or~~of~~ an agent of Syracuse City or emergency personnel to transport the employee being tested to and from the testing facility. In most cases, it is the employee's supervisor's responsibility to ensure the employee is transported.~~either the Designated Employee Representative (DER) or the employee's supervisor will be responsible for transporting the employee.~~

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

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

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

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

11.110. Testing Procedures.

(a) Consent. Drug and Alcohol screening will be conducted by an outside organization. Prior to submitting to a drug and alcohol test required herein, prospective and current employees shall sign a Consent Form authorizing the test, permitting the release of test results to the appropriate personnel. ~~Employees or prospective employees under the age of eighteen (18) will also be required to have their parent or legal guardian sign a testing release form.~~

(b) Collection. All sample collection for drugs and alcohol testing under this policy shall be performed under reasonable and sanitary conditions. Sample collection, documentation, storage and transportation to the place of testing shall be performed in a manner that reasonably precludes the probability of sample misidentification, contamination or adulteration and which ensures the privacy of the individual being tested. The instructions, chain of custody forms, and collection kits, including bottles and seals used for sample collection shall be prepared by an independent laboratory certified for employment drug testing by either the Substance Abuse and Mental Health Services Administration or the College of American Pathology. Sample collection shall be conducted in accordance with the terms and conditions

of this policy and the Utah Local Governmental Entity Drug-Free Workplace Act by an entity independent of the City.

(c) Samples. Employees shall submit a split urine sample for drug testing or retesting as required herein. The urine sample shall be divided into two specimen bottles by the collection entity in accordance with the Utah Governmental Entity Drug-Free Workplace Act. Alcohol testing will typically be done with an evidentiary breath testing device. An initial screening alcohol test will be conducted. If that result is greater than or equal to 0.04, a confirmation test will be conducted using an evidential testing device. The confirmation test is the final result. Any confirmed breath alcohol test result greater than 0.04 grams per 210 liters of breath will be considered a positive alcohol test result.

(d) Inadequate Samples. In the case of urine-based drug testing, an applicant and/or employee who fails to provide an adequate quantity of urine for testing will be instructed to drink not more than 24 ounces of fluid and, after a period of up to two hours, again attempt to provide a complete sample. If an applicant fails to provide an adequate quantity of urine a second time, that applicant will no longer be considered for employment. If an employee fails to provide an adequate quantity of urine a second time, the third party administrator will notify the MRO to determine pertinent information concerning whether or not the individual's inability to provide a specimen is genuine or constitutes a refusal to test. Upon completion of the examination, the MRO will report their conclusions to the Syracuse City DER in writing. If the City or the collector has reasonable cause to believe that the donor of the sample has tampered with their sample, a new sample will be immediately collected.

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

(f) Dilute Specimens. Specimens which the laboratory reports as dilute, meaning specific gravity less than 1.003 and creatinine levels less than 20 mg/dL, may be considered invalid and the employee/applicant will be required to give a second specimen. The second specimen will be considered the final result.

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

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

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

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

11.120. Results.

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

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

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

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

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

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

11.130. Action.

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

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

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

11.140. Confidentiality and Access to Test Results.

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

11.150. Notification of Conviction.

Any investigation by law enforcement or conviction for controlled substance or alcohol activity may be cause for dismissal from employment. Failure of an employee to report any conviction for illegal drug use or alcohol misuse to their supervisor and/or the Syracuse City DER within five (5) days of conviction may result in disciplinary action up to and including termination.

11.160. Americans with Disabilities Act (ADA).

Alcoholism is considered a disability under the ADA. Syracuse City will make reasonable accommodations for current employees who suffer from alcoholism, including encouraging an employee to participate in rehabilitation programs. However, Syracuse City will hold an alcoholic employee to the

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

11.170. Amendments.

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

COUNCIL AGENDA

February 10, 2015

Agenda Item **#10** Proposed Resolution R15-05 appointing Councilmembers to various committee positions and assignments.

Factual Summation

- Please see the following memo regarding this agenda item. Any questions regarding this item may be directed at City Recorder Cassie Brown
- Please see the attached proposed resolution regarding this agenda item.

Memorandum

At the beginning of each calendar year, the City Council reviews the list of appointments and assignments and makes changes according to recent election results or other determining factors. This item was discussed during the January 27, 2015 work session meeting and I have prepared a resolution to formalize the decisions made during that meeting regarding the various committee assignments and appointments. Subsequent to the Council's decision to change the voting members on the ULCT Legislative Policy Committee, I emailed League representatives to notify them of the change and they informed me that Syracuse City actually has three voting positions on the Committee and one non-voting position. Please select a City representative, elected or appointed, to serve in the additional voting position.

Staff Proposal

Adopt Proposed Resolution R15-05 appointing City Council members to various committee positions and assignments.

RESOLUTION R15-05

A RESOLUTION OF THE SYRACUSE CITY COUNCIL APPOINTING CITY COUNCILMEMBERS TO VARIOUS COMMITTEE POSITIONS AND ASSIGNMENTS.

WHEREAS Syracuse City Councilmembers are desirous of being appointed to and serving on various community committees and boards; and

WHEREAS there are also internal City positions, such as Mayor Pro-Tem that Councilmembers are desirous of being appointed to; and

WHEREAS the Syracuse City Council discussed committee appointments and assignments during their Work Session Meeting of January 27, 2015 and determined appropriate appointments and assignments for each Councilmember and members of the Administration.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH, AS FOLLOWS:

Section 1. Appointment.

a. Mayor Palmer is hereby appointed to serve as the City's representative on the Clearfield High School Community Council.

b. Mayor Palmer is hereby appointed to serve as the liaison to the Youth Council.

c. Mayor Palmer is hereby appointed to serve as a voting member on the Utah League of Cities and Towns (ULCT) Legislative Policy Committee.

d. Councilmember Duncan is hereby appointed to serve as a preparedness liaison.

e. Councilmember Duncan is hereby appointed to serve as an Employee Appeals Board alternate member.

f. Councilmember Duncan is hereby appointed to serve as the City's representative on the Cook Elementary Community Council.

g. Councilmember Duncan is hereby appointed to serve as the City's representative on the Syracuse High School Community Council.

h. Councilmember Gailey is hereby appointed to serve as an Employee Appeals Board member.

i. Councilmember Gailey is hereby appointed to serve as the City's representative on the Bluff Ridge Elementary Community Council.

j. Councilmember Gailey is hereby appointed to serve as the liaison to SBOSS.

k. Councilmember Gailey is hereby appointed to serve as the Museum Board Advisor.

l. Councilmember Gailey is hereby appointed to serve as the Third Mayor Pro-Tem.

m. Councilmember Gailey is hereby appointed to serve as the Youth Court Liaison.

n. Councilmember Gailey is hereby appointed to serve as the liaison to the Planning Commission.

o. Councilmember Johnson is hereby appointed to serve as a volunteer liaison.

p. Councilmember Johnson is hereby appointed to serve as the City's representative on the Syracuse Junior High School Community Council.

q. Councilmember Johnson is hereby appointed to serve as the Second Mayor Pro-Tem.

r. Councilmember Lisonbee is hereby appointed to serve as a volunteer liaison.

s. Councilmember Lisonbee is hereby appointed to serve as a voting member on the Utah League of Cities and Towns (ULCT) Legislative Policy Committee.

t. Councilmember Lisonbee is hereby appointed to serve as an Employee Appeals Board alternate member.

u. Councilmember Lisonbee is hereby appointed to serve as the City's representative on the Buffalo Point Community Council.

v. Councilmember Lisonbee is hereby appointed to serve as the liaison to the Arts Council.

w. Councilmember Lisonbee is hereby appointed to serve as the Mayor Pro-Tem.

x. Councilmember Peterson is hereby appointed to serve as a preparedness liaison.

y. Councilmember Peterson is hereby appointed to serve as an Employee Appeals Board member.

z. Councilmember Peterson is hereby appointed to serve as the City's representative on the Syracuse Elementary Community Council.

aa. Councilmember Peterson is hereby appointed to serve as the City's representative on the Legacy Junior High Community Council.

bb. The Syracuse City Attorney is hereby appointed to serve as a non- voting member on the Utah League of Cities and Towns (ULCT) Legislative Policy Committee

cc. Public Works Director Whiteley is hereby appointed to serve as the City's representative on the Layton Canal Board.

dd. Public Works Director Whiteley has been elected to the Davis and Weber Canal Board.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 10th DAY OF FEBRUARY, 2014.

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, City Recorder Terry Palmer, Mayor

COUNCIL AGENDA

February 10, 2015

Agenda Item **#11** Title X Amendments-Second Kitchens & Yard Landscaping

Factual Summation

Please see the attached:

a. Proposed Ordinance 15-03, amendment to Title X
b. Redline Title X

Background

Staff has amended the proposed ordinance in accordance with direction received from the Council on January 27, 2015.

Recommendation for City Council Approval of Ordinance 15-03, Various Sections, Title VIII

The Syracuse City Planning Commission hereby recommends that the City Council approve the adoption of Ordinance 15-xx, Amending Title X.

10-30-25 Second Kitchen

A second kitchen within a single family residence shall be permitted to allow City residents to have a second kitchen within a single family dwelling unit for use by the family residing within the dwelling unit for the purpose of entertaining, recreation or convenience, accessory to the first kitchen within the dwelling unit.

Approval of a second kitchen within a single family dwelling unit shall not be an approval of a second dwelling unit or accessory dwelling unit without the required approvals for such as prescribed under Section 10-30-20 of this Title.

10.30.50

(F) Installation of landscaping. Within one year of final inspection and or the issuance of a certificate of occupancy, front and side yard landscaping shall be substantially complete upon all residential lots.

10.10.040

"Family" means:

(1) One individual living alone or one, but not more than one at the same time, group of individuals described in the following subsections who together occupy a single-family dwelling unit as one nonprofit housekeeping unit and who share common living, sleeping, cooking, and sanitation facilities:

(a) A head of household and all persons related to the head of household by blood, marriage, adoption, guardianship, or other duly authorized custodial relationship, and not more than two additional related or unrelated persons, including, but not limited to, personal care or personal service providers.

(b) Up to four related or unrelated persons and any children of either individual, if any.

"Kitchen" means any room or space used, intended, or designed for cooking or preparation and/or serving of food.

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(a) A head of household and all persons related to the head of household by blood, marriage, adoption, guardianship, or other duly authorized custodial relationship, and not more than two additional related or unrelated persons, including, but not limited to, personal care or personal service providers.

(b) Up to four related or unrelated persons and any children of either individual, if any.

~~(2) In applying this definition, the existence of more than one kitchen in a dwelling unit shall create a presumption that two housekeeping units exist in the dwelling.~~

"Kitchen" means any room or space used, intended, or designed for cooking or preparation and/or serving of food~~, including such areas as wet bars and snack bars, notwithstanding whether such room or space is within a primary dwelling structure or a structure accessory to the dwelling and finished as an addition to the living, working, or recreational space of the dwelling as permitted under the provisions of applicable land use ordinances. Facilities that establish use of a room or space as a kitchen include refrigerators, stoves, other cooking appliances, built-in cabinets, sinks, garbage disposal units, 220 voltage and/or natural gas supply lines, or any combination thereof for the purpose of using any room or space as a kitchen~~.

COUNCIL AGENDA

February 10, 2015

Agenda Item **#12** **Award Contract for 3000 West: Bluff to 200 South Roadway Improvements Project**

Factual Summation

- Any questions about this agenda item can be directed to Robert Whiteley.
- Advanced Paving has performed exceptionally on a large project recently for Syracuse City.

Recommendation

Award bid to Advanced Paving and Construction.

February 4, 2015

Mr. Brody Bovero, City Manager
Syracuse City Corporation
1979 West 1900 South
Syracuse, Utah 84075

Re: Recommendation for Award of Contract
3000 W: Bluff to 200 S Roadway Improvements

Dear Brody:

Enclosed is the bid tabulation graph for the bids opened February 4, 2015 for the above referenced project. This project includes culinary, secondary and storm drain utility infrastructure upgrades on 3000 West from Bluff Road to 700 South. The project will also widen the road with curb, gutter, sidewalk and new asphalt as well as installing a roundabout at the intersection of 3000 West and 700 South.

The low bidder and bid amount are as follows:

Low Bidder: Advanced Paving & Construction, Inc.
P.O. Box 12847
Ogden, UT 84412
Telephone: (801)-731-7882
Bid Amount: $2,898,999.00

We have reviewed the submitted bid from all bidders and recommend awarding the contract to Advanced Paving & Construction, Inc. Please call with any questions you may have regarding this information. Once the Notice of Award has been executed we will forward them to the contractor for signature.

Sincerely,

Robert Whiteley, P.E.
Public Works Director

MEMORANDUM

To: Mayor and City Council
From: Public Works Department
Date: February 4, 2015
Subject: Bid Award for 3000 W: Bluff to 200 S Roadway Improvements

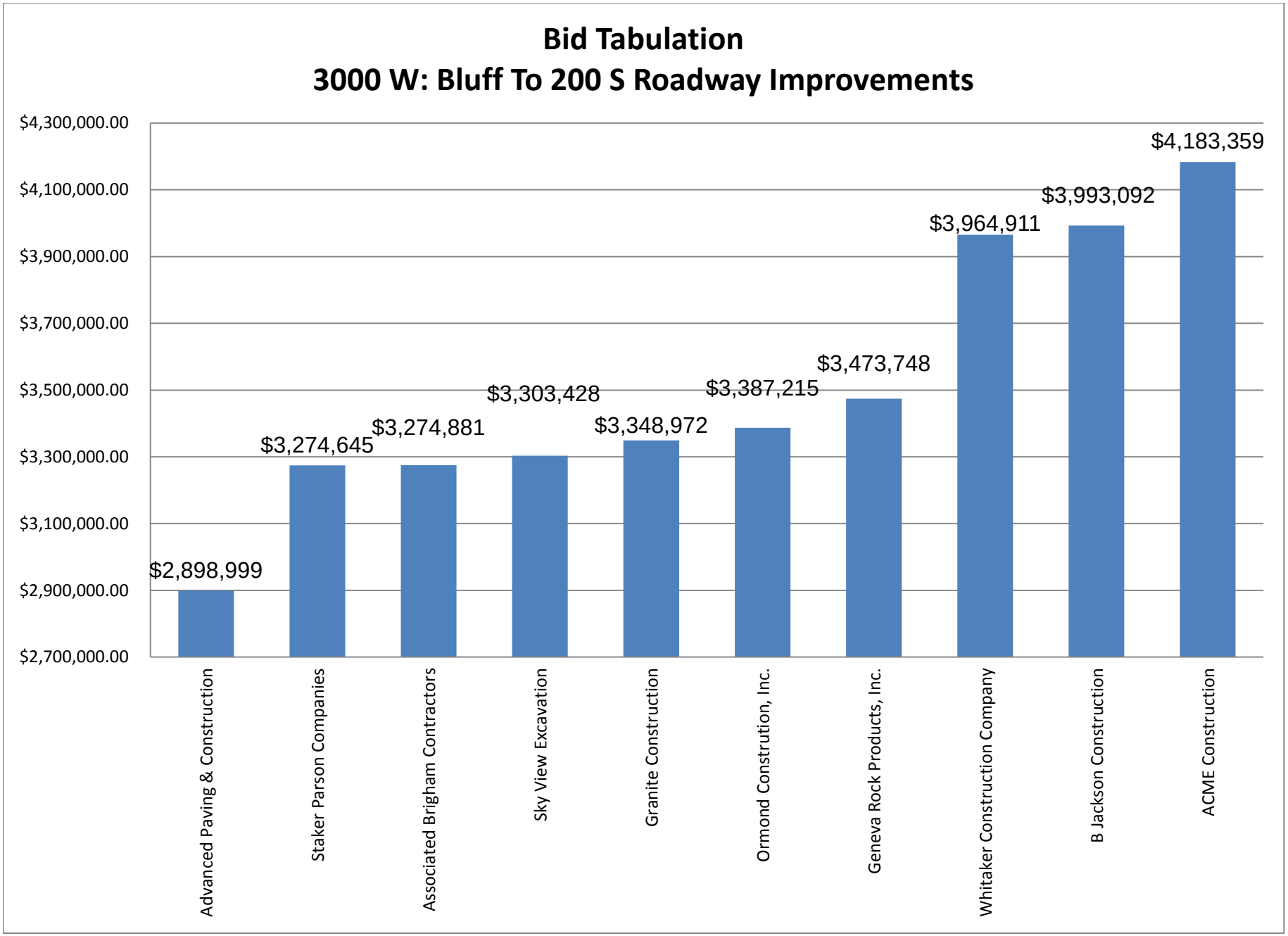
Background:
This project is one that was identified in our list presented to city council as a high priority due to road width safety concerns and poor existing asphalt conditions.

Schedule:
The construction will begin as soon as contract documents are in place and be completed by October.

Cost:
The funding for this project will come from multiple sources and the construction costs are outlined in the table below:

	Culinary Capital	Secondary Impact Fee	Sewer Capital	SD Impact Fee	Road Impact Fee	
Total	$323,914.94	$280,797.95	$16,499.76	$20,333.26	$2,257,453.09	$2,898,999.00
City Portion	$323,914.94	$105,299.23	$20,000.00	$30,000.00	$225,745.31	$691,792.50
Eligible For Reimbursement	$0.00	$175,498.72	$0.00	$0.00	$2,031,707.78	$2,207,206.50
Budget	$400,000.00	$200,000.00	$20,000.00	$30,000.00	$369,900.00	$1,019,900.00
Difference	$76,085.06	$94,700.77	$3,500.24	$9,666.74	$144,154.69	328,107.50

Recommendation:
We recommend that the bid be awarded to Advanced Paving & Construction, Inc.


Bid Tabulation
3000 W: Bluff To 200 S Roadway Improvements
$4,300,000.00
$4,100,000.00
$3,900,000.00
$3,700,000.00
$3,500,000.00
$3,300,000.00
$3,100,000.00
$2,900,000.00
$2,700,000.00
$2,898,999
$3,274,645
$3,274,881
$3,303,428
$3,348,972
$3,387,215
$3,473,748
$3,964,911
$3,993,092
$4,183,359
Advanced Paving & Construction
Staker Parson Companies
Associated Brigham Contractors
Sky View Excavation
Granite Construction
Ormond Constrution, Inc.
Geneva Rock Products, Inc.
Whitaker Construction Company
B Jackson Construction
ACME Construction

COUNCIL AGENDA
February 10, 2015

Agenda Item **#13** Animal Control Contract

Factual Summation

- Any question regarding this agenda item may be directed at Brody Bovero, City Manager.

- Please see attached Memorandum and Supporting documentation.

Summary

This contract represents an interlocal agreement between Davis County and Syracuse City for animal control services. The contract is in effect from January 1, 2013, through December 31, 2017.

The information submitted for your review does not represent any change in service; however, each year the rate we pay for animal control services is subject to adjustment based on the percentage of calls that Davis County Animal Care and Control receives from Syracuse residents and the City. The total compensation amount noted in the 2014 contract was $40,441.98; the total compensation amount for animal services noted in the 2015 amendment is $42,339.41. Wildlife services are billed separately at $25.75 per call, with a total fee for 2015 at $2,034.25.

The action by the Council at the February 10th meeting is vote on whether to authorize the Mayor to execute the contract amendment with Davis County Animal Care & Control.

Brody Bovero

From: Clint Thacker <CThacker@co.davis.ut.us>
Sent: Thursday, January 22, 2015 8:24 AM
To: Brody Bovero
Subject: NEW AMENDMENT
Attachments: 2015 SyracuseAMENDMENT No 2 TO INTERLOCAL COOPERATION AGREEMENT.pdf; 2015 Syracuse.pdf

Brody,
Attached is a new letter and Amendment. Please destroy the old letter and amendment.

The proper 2yr average billing wordage was added to the amendment, as was the proper calendar year. Also, a very small fee change of no more than $3.00 per city was done. The spreadsheet I was using was rounding the numbers. The letter and the amendment reflect this minute change.

I would like to have the amendments back to me no later than February 28, 2015.

Let me know if you have any questions or comments.

Thank You,

Clint

Clint Thacker
Director
Davis County Animal Care & Control
1422 E 600 N
Fruit Heights, UT 84040
W: 801-444-2200
F: 801-444-2212
Cthacker@daviscountyutah.gov

Dear Syracuse City,

Thank you for your continued support of Davis County Animal Care and Control. Your support is vital to insure that the County has the most efficient and cost effective method for providing animal services to the citizens of Davis County.

Enclosed you will find a contract amendment for the 2015 year. As in the past, the charges are based upon the usage of Animal Care and Control by your citizens. The City's two year average is divided by the grand total of averaged calls to get a percentage of the total calls. That percentage is then taken out of the total amount needed from the cities as set by Davis County. The fee paid by the city provides full 24 hour animal care and control services, including the housing and processing of stray animals. Wildlife is billed separately at a rate of $25.75 per call. Below is a breakdown of the 2015 charges for Syracuse City:

2015 County Portion of Animal Care and Control Budget	$1,694,259.88
2015 City Portion of Animal Care and Control Budget	$584,133.12
2 Yr. Average for Davis County Total Billable Calls	12,403
2 Yr. Average for Syracuse Billable Calls	899
2014 Syracuse Usage Rate	7.248%
2015 Syracuse City Animal Service Fees	$42,337.97
2014 Syracuse City Wildlife Calls	79
2015 Syracuse City Wildlife Fees	$2,034.25

Please review and sign the included contract amendment. Please scan the entire signed amendment and email it back to me. A copy of the fully signed amendment will be mailed back to you. You may also mail the signed amendment. If you mail the signed amendment and want an original sent back to you, please include two signed copies. If a copy of the original is satisfactory, it will be sent to you automatically.

Thank your for your cooperation and patience. It is a privilege to serve in Syracuse City. If you have any questions or concerns please contact me.

Sincerely,

Clint Thacker
Director
Davis County Animal Care & Control
1422 E 600 N
Fruit Heights, UT 84037
Office: 801-444-2204
Cell: 801-200-9325

AMENDMENT NO. 2 TO INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY OF SYRACUSE FOR ANIMAL CONTROL SERVICES

This Amendment No. 2 to Interlocal Cooperation Agreement Between Davis County and the City of Syracuse for Animal Control Services (this "Amendment") is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah (the "County"), and SYRACUSE CITY, a municipal corporation of the State of Utah (the "City"). The County and the City may be collectively referred to in this Amendment as the "Parties."

RECITALS

This Amendment is made and entered into by and between the Parties based, in part, upon the following recitals:

A. The Parties previously entered into an *Inter-local Cooperation Agreement Between Davis County and the City of Syracuse for Animal Control Services*, dated April 9, 2013 (the "Agreement"), which is labeled Davis County Contract No. 2013-123, and by which the County agreed to provide animal services to the City;

B. The term of the Agreement is for the five-year period beginning on January 1, 2013 and continuing through December 31, 2017;

C. Paragraph 5 of the Agreement specified the amount of compensation to be paid by the City to the County and further provided that the compensation amount shall be reviewed and adjusted annually by a written amendment to the Agreement as may be agreed upon by the County and the City; and

D. The County and the City have agreed to the adjusted compensation specified in this Amendment.

Now, therefore, in consideration of the terms set forth in this Amendment, the Parties do hereby agree as follows:

1. Compensation and Costs

A. Paragraph 5A(1) of the Agreement is amended to read as follows:

The City shall pay the County Forty-Two Thousand Three Hundred Thirty-Seven Dollars and 97/100 Cents ($42,337.97) for the animal care services that the County will provide and perform on behalf of the City during the Calendar Year 2015. This payment obligation is calculated as follows:

The Cities' Portion of Animal Care and Control's 2015 Budget	$584,133.12
2013 and 2014 Average for Davis County's Total Billable Calls	12,403
2013 and 2014 Average for the City's Billable Calls	899
The City's 2014 Usage Rate	7.248%
The City's Payment Obligation to the County for Calendar Year 2015	**$42,337.97**

For calendar years subsequent to Calendar Year 2015, the compensation paid by the City to the County shall be annually reviewed and adjusted to accurately reflect the amount that the City must pay the County for animal care services. The City shall pay its obligation to the County in eleven (11) equal monthly installments of Three Thousand Five Hundred Twenty-Eight Dollars and 16/100 Cents ($3,528.16) and one (1) final monthly installment of Three Thousand Five Hundred Twenty-Eight Dollars and 21/100 Cents ($3,528.21). The first monthly installment payment by the City to the County is due on or before January 1, 2015. All subsequent payments by the City to the County are due on or before the 1st day of each month thereafter until paid in full (e.g. February 1, 2015, March 1, 2015, etc.).

B. Paragraphs 5A(2) and 5A(3) of the Agreement are unchanged and remain in full force and effect.

C. Paragraph 5B of the Agreement is amended to read as follows:

The City shall pay the County Two Thousand Thirty-Four Dollars and 25/100 Cents ($2,034.25) for the animal control services (specifically picking up and/or euthanizing nuisance animals under Paragraph 1C of this agreement) that the County will provide and/or perform on behalf of the City during the Calendar Year 2015.

D. Paragraphs 5B(1) through 5(B)(3) of the Agreement are unchanged and remain in full force and effect.

2. Continuing Effect of the Agreement

Except to the extent specifically modified by this Amendment, the terms and conditions of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment in duplicate, each of which shall be deemed an original.

Dated this ____ day of _____, 2015

DAVIS COUNTY

By:_____
Chairperson
Davis County Board of County Commissioners

ATTEST:

Date: _____, 2015

_____
Davis County Clerk/Auditor

Dated this ____ day of _____, 2015

CITY OF SYRACUSE

By:_____
Mayor

ATTEST:

Date:_____, 2015

_____
City Recorder

Attorney Review

The undersigned, being the authorized attorney for the City of SYRACUSE, reviewed this Amendment and found it to be in proper form and compliance with applicable law.

_____
City Attorney

Attorney Review

The undersigned, being the authorized attorney for Davis County, reviewed this Amendment and found it to be in proper form and compliance with applicable law.

_____
Davis County Attorney

COUNCIL AGENDA
February 10, 2015

Agenda Item **#14** Arts Council Appointments

Factual Summation

Arts Council leadership has requested that Spencer Frew be appointed to the board to fill a vacancy. Syracuse City Code Title Three provides a process for appointing members of the Arts Council as follows:

3.09.020(B) Terms of Office. The terms of office for the five (5) Board members, who are not a member of the Recreation Department, shall be for five (5) years. These members' terms shall be staggered so that no more than one (1) member's term expires at the same time. The terms of office for at-large and ex-officio members shall be five (5) years from the date of appointment. The term of office for the Recreation Department staff designated as a member of the Board shall be as determined by the Department Director. Appointments to the Board shall be made no later than the first City Council meeting in July of each year. In circumstances where appointments are not made prior to the first City Council meeting in July of each year, said appointments shall be made as soon as reasonably possible thereafter.

Proposal

Adopt Proposed Resolution R15-08 appointing Spencer Frew to the Syracuse Arts Council with his term ending July 1, 2015.

RESOLUTION R15-08

A RESOLUTION OF THE SYRACUSE CITY COUNCIL APPOINTING SPENCER FREW TO THE SYRACUSE CITY ARTS COUNCIL.

WHEREAS Title III of the Syracuse City Code provides for the establishment of a Syracuse City Arts Council; and

WHEREAS Section 3.09.020 of the Syracuse City Code dictates that no less than six (6) members of the community shall be appointed and serve on the Syracuse City Arts Council; and

WHEREAS Arts Council leadership has requested that Spencer Frew be appointed to serve as members of the Syracuse City Arts Council.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH, AS FOLLOWS:

Section 1. Appointment.

- Spencer Frew is hereby appointed to serve on the Syracuse City Arts Council with his term expiring July 1, 2015.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 10th DAY OF FEBRUARY, 2015.

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, City Recorder Terry Palmer, Mayor

From: "Spencer W. Frew" <Spencer.Frew@cesco.com>
Date: Aug 29, 2014 6:26 PM
Subject: SCAC
To: "Melanie Rollins" <melrollins22@gmail.com>

I am interested in becoming a member of the Syracuse City Arts Council. I have lived in Syracuse for the past 2 years. I was raised just up the street in West Point. I attended school at West Point Elementary, Syracuse Jr, and Clearfield High. My wife, Audra, and I have 5 children. We have always enjoyed the arts and have had a desire to be involved any way we can. We have attended the productions the past two years and volunteered as ushers for Annie. I would love to be able to serve the community and help the love of arts grow here in Syracuse. In the past I have worked as an electrician as well as an engineer at the Vernal Utah Temple. Through this experience I have developed skills that could be used to help with the set in the upcoming productions.
I am currently employed at Crescent Electric Supply Company as an account manager. Some of my clients are local businesses here in Syracuse.

Thanks,
Spencer Frew
Crescent Electric Supply Company
385-210-4932

COUNCIL AGENDA
February 10, 2015

Agenda Item #**17** City Manager Report

Factual Summation

- Please see City Manager Bovero's Six Month Operational Report.

Mayor
Terry Palmer

City Council
Brian Duncan
Mike Gailey
Craig Johnson
Karianne Lisonbee
Douglas Peterson

January 30, 2015

TO: MAYOR PALMER & CITY COUNCIL MEMBERS
FROM: BRODY BOVERO, CITY MANAGER
SUBJECT: SEMI-ANNUAL UPDATE ON CITY OPERATIONS

This report provides an abbreviated synopsis of the previous six-month period of City operations. This update is retrospective in nature, and its purpose is to ensure good communication and understanding of current operations of the City. The focus of the report will be on issues related to programs, administration, and infrastructure issues that affect City services.

Summary

The last six months can be characterized as a time of building a solid foundation for the future. A lot of work has gone into revising and implementing critical policies, including the Fund Balance Policy and Retention and Recruitment Policy, which were adopted with the July 1 budget, as well as the draft revisions to the Personnel Policy & Procedures Manual. There have been plans made for better disaster preparedness in the City, which is a core function of city government that our citizens will look to in a time of need. The City has revamped the Parks Advisory Committee, which is working on a plan that will eventually chart the course for park and recreation services into the future. We have established a stronger relationship with the local business community, and gained greater knowledge on economic development strategies, which will result in better communication and coordination with the private sector going forward. And we have continued to put more resources toward critical infrastructure improvements, including the Smedley Acres Project, which was an area with some of the oldest infrastructure in the City. And finally, with the help of the Mayor, City Council, and Department Heads, we have made further development of the internal culture of the organization. A culture that begins with appreciation and recognition of one another for the services provided on a daily basis.

The next six months will hold a continuation of some of these foundational improvements to City operations, but will also include additional development and refinements.

Outlined in this report is an update of the changes and improvements that have taken place over the last six months in various areas of the City organization. Please review them and feel free contact me if you have any questions.

Policy and Management

Administration

The City implemented the Fund Balance Policy, which designates a portion of the fund balance for emergency purposes only, and sets guidelines for use of the remaining fund balance.

The City implemented the Retention & Recruitment Policy, which establishes policies for obtaining the best workforce possible for the City. Employee raises and bonuses are tied to performance, as outlined in the policy.

The Parks Advisory Committee was appointed to advise the Council on the parks and recreation plan, and other matters relating to parks. The committee has been briefed on the structure of park and recreation services of the City, as well as the funding sources for park improvements and maintenance. The committee members are Alan Clark (Chairman), Craig Johnson, Doug Peterson, Russ Sedgewick, Hannah Miller, Patrick Egan, and David Hansen.

The first half of the Personnel Policy & Procedures Manual has been reviewed and a draft revision has been delivered to the Council. This manual governs the internal operations of the City and is critical to a well-managed organization. The revision process involved input from the department heads, with a small task force finalizing the draft amendments. The task force includes me, Steve Marshall, Shauna Greer, and LeAnne Fowler.

The economic development team, consisting of me, Mayor Palmer, Sherrie Christiansen, and Noah Steele, drafted the Economic Development Plan for the City, which provides an outline of the vision for maintaining a healthy local economy. A key component that we have made progress with is a stronger relationship with local business leaders. In November we presented the draft Economic Development Plan to local businesses in a town meeting where we had a very productive dialogue on business-related issues in the City.

Personnel

City Attorney Clint Drake left the City to work for Roy City. The City is currently interviewing for the City Attorney position.

The HR Specialist position was formally moved to report directly to the Finance Director.

Projects and Programs

A Request For Information was conducted to explore the possible study areas and budgetary impacts for an efficiency audit. The technical name of the audit is a General Management and Operational Performance Study. An RFP is being developed to select a consultant for the study.

UDOT has held a series of public workshops on the West Davis Corridor's Shared Solutions alternative. We have participated in all of the workshops and followed its progress closely.

The City has held meetings with UDOT regarding the intersection of 3000 West and Antelope Drive, and the possibility of a traffic light. This subject was presented to the Council at the January work session.

Mayor Palmer and City Manager Bovero continue to meet with property owners for the possible location of regional park for the City. Significant progress was made in vetting sites and exploring options with property owners.

The City contracted the services of a Special Event Coordinator to help jump-start the City's event-based economic development strategy.

Police Services

Administration

Officer Ryan Carter was promoted to Patrol Sergeant. Sgt. Austin Anderson was moved over to Detective Sergeant. Erin Behm was moved to a detective position.

A steady rise in number of traffic accidents was detected. Chief Atkin has directed the police force to be diligent in enforcing traffic laws as means to improve road safety. In addition to improved traffic safety, there has been a rise in the number of drug and DUI arrests that resulted from a typical traffic stop.

Chief Atkin has stepped up the presence of police at community events to encourage relationships of trust between the police force and citizens. The PD was represented at the farmers market and the RC Willey Trunk-or-Treat, to name a couple of examples.

Chief Atkin has made an effort to improve public relations with business leaders and school administrators. He recently met with all the principals of schools in Syracuse to discuss issues in each school. He also has facilitated participation of our police officers in spelling bees and geography bees in the schools.

The internal atmosphere and morale of the police department has been a concern over the last 6 months. We have worked on several issues to help improve the situation and we believe we have made significant progress. Chief Atkin has played a major role in this by improving one-on-one communication between him and his officers. He has performed ride-alongs with officers, and regularly holds "Chief Chat" where officers can bring any issue to him for discussion. He also organized a Halloween and Christmas party for the officers and their families. These combined efforts, along with continued training and education of our officers, have improved the much-needed communication and understanding amongst the officers.

The department has run an analysis of traffic accidents on Antelope Drive between Bluff Rd and 3000 W. The data shows that the vast majority of accidents are occurring in the PM peak hour (4-6pm). This information was valuable in our discussion of intersection improvements with UDOT and the Syracuse Arts Academy.

Progress has been made on the update to the Police Department's internal policies and procedures manual.

Personnel

Since July 1st, the police department made four excellent hires. The first was Detective Bryce Weir. Detective Weir comes from Roy City with approximately 14 years of experience, which was critical to our detective unit. He has been assigned to the Internet Crimes Against Children Task Force.

The second new hire was Officer Jennifer Walker. Jennifer Walker comes straight out of the police academy. She has progressed well during her field training and is now operating in the field independently.

Third, the City re-hired Stan Penrod, who had left to work for West Valley City last spring. He played a critical role in developing the City's Student Resource Officer program, and returns to be an SRO. While he was not able to come back as a Sergeant because we filled his position, he was still excited to return.

Finally, the City hired another new recruit, Nathan Brown. Nate comes straight from the academy and will soon begin field training.

Officer Colin Handy completed Patrol Rifle Instructor school and will now instruct our officers on use of the AR-15/M4 rifles.

Robert Guillen was selected to serve on the Davis Metro Narcotics unit.

The department still has two un-filled positions, for which we are currently advertising.

Training & Equipment
The police department has implemented a new firearm training and testing method made possible by the purchase of a system that uses laser recognition technology. The system allows officers to improve in proficiency and decision making, and conduct training during the winter months.

The department has replaced 11 vehicles, which include a new striping scheme that projects the clean professionalism of our officers.

The department has ordered upgraded body cameras. The cameras arrived just recently and after a brief training, the officers will be equipped with them.

Fire Services

Administration
Chief Froerer successfully led the City leadership through the NIMS training course, achieving the goal of having the Mayor and Council, and all department heads NIMS certified in the 100 and 700 courses. Chief Froerer will continue to build upon this progress by organizing trainings in the future.

We formalized the hardship billing policy for ambulance services. This provided a consistent method for adjusting write-offs for those without the means to pay for ambulance services.

Chief Froerer led the management staff, Mayor, and Council through the review and adoption of the City's Emergency Operations Plan, which is critical to having an organized approach to disaster response.

Personnel
Since July 1, the Fire Department hired Cody Coffey, Cody Bowman, and Justin Brown as part-time fire fighters. This brings the total staff to 17 part-time fire fighters. The Department is currently budgeted for 18.

Firefighter Troy Jamison is now qualified as acting officer when a crew captain is absent. This provides needed depth to the team in order to maintain adequate leadership on the ground.

Training & Equipment
Chief Froerer and the fire command staff adjusted the staff fire drill and medical training for employees so that three trainings are offered per month, instead of one. This not only works better with scheduling so more staff attends the training, it also reduces overtime.

The City did not receive a grant for new breathing apparatus. Chief Froerer will submit another application this year.

The City received a $24,000 ambulance grant, which will be used for the purchase of a new ambulance in the upcoming quarter.

Programs and Projects
Over the summer, the Department responded to five wildland fires. This included the Pony (UT), Cottonwood (NV), Sunflower (OR), Littlebridge Creek (WA), and Happy Camp (CA) fires. The department receives revenue from the State and Federal wild land program for participating in firefighting, and received $87,274 from this season.

Public Works

Administration
PW Director Whiteley completed the City's source protection plan for our culinary water wells. This is plan that is sent to the State Division of Drinking Water and provides certain protections from possible pollutants.

PW Director Whiteley is directing the updated Transportation Master Plan. This document outlines the needed road projects to support future traffic growth in the City. It is the precursor to the impact fee facility analysis and facilities plan. It is expected to be finalized in early 2015.

Personnel
Water Maintenance worker Tyson Valentine left the City to work in the booming oil industry. The City hired Robbie Brown to fill the vacancy. Robbie recently moved in from out of state, and has experience in municipal public works.

Brian Bloeman passed the state engineer exam to receive his Professional Engineer license.

Environmental Maintenance Worker Lynn Mitchell passed the wastewater operator exam. Lynn is a fairly new employee that has been progressing well.

Training & Equipment
The Public Works Department purchased a front-end loader through a buy-back program. The vendor re-purchases the loader after one year for more money than what the City paid. The City then purchases another new loader for the next year with the same terms.

The Department purchased 3 new pick up trucks.

Infrastructure Projects
The Smedley Acres Project was completed. This project replaced aged water, sewer, and storm drain facilities, plus new paving in the Smedley Acres neighborhood, which is one of Syracuse's oldest subdivisions. Related to this project is a CDBG grant that the City was recently awarded. This will allow the City to complete the 2nd phase this summer.

The 2000 West Roundabout project was completed, which upsized culinary and secondary water lines, added new paving, and installed new ADA ramps.

The Maryland Acres culinary water project was completed. This project was supported by an EPA STAG grant.

The 700 South widening project was completed. This project extended the cross section of 700 South east of the High School to the Clearfield boundary.

The PW department laid down 18.5 tons of crack seal on City Roads. The Department also crack-sealed parking lots at City buildings and parks.

The PW department provided the labor to prepare the ground and construct the decking and fencing for the City ice rink.

Parks & Recreation

Administration
A maintenance checklist system for parks has been developed to better organize and provide accountability on park maintenance functions of the City.

Task reporting has been instituted to better examine use of park and rec staff time, and provide better efficiency.

Personnel
The City hired Brianna Wilson and Kellie Freeman as part-time recreation coordinators, and Dana Palmer as part time receptionist at the Community Center. Brianna is a previous park and recreation employee who recently returned from an LDS mission. Kellie has a degree in recreation management and previously worked for Sandy City.

Training & Equipment
P&R Director Robinson and other staff have received turf maintenance training to improve on athletic field and park maintenance. Training in this area will continue this year.

Park & Recreation purchased a mini excavator for the cemetery, a Mule ATV for plowing and spraying, and a new trailer to haul the tractor.

Programs and Park Improvements
Field 5 at Founders Park was renovated; this represents the 4th upgrade of the 5 fields.

The City broke ground for Chloe's Playground and is scheduled to open May 9th.

The Pumpkin Walk was moved to Founders Park this year, and it turned out to be a huge success. It is planned to stay at Founders Park next year.

The City tried to introduce a girls competition league this January. Only a few teams signed up, so the league was scrapped. The City is looking at trying again at another time of year, and possibly hosting only a tournament instead of a league.

Community & Economic Development

Administration
CED Director Christensen continued to manage the City's outreach efforts with local businesses through more involvement with the Syracuse Chamber of Commerce and social media outlets.

CED Director Christensen continued to manage the City's efforts in attracting, locating and permitting the following businesses: Hug-Hes, Fiiz, Beans N Brews, Banditos, Crazy Enchilada, Hut-8 Clothing, a number of assisted living facilities and day care centers, and Syracuse Arts Academy.

Personnel
Chief Building Official Riley Jones left to take a position in Washington state. Brian Lemmons was promoted to Chief Building Official. The City is currently advertising for a new building inspector to replace the vacancy.

Training & Equipment
Jackie Manning was trained to process minor conditional use permits, which relieves other staff and streamlines the process.

Projects & Programs
The economic development team drafted an economic development plan that will serve as the policy document on how the City will position itself for future economic development. An open house was held with local businesses in November. Their comments are being incorporated in an updated draft and will soon go to the planning commission and City Council.

The US Cold Storage facility is now operational. The City's EDA played a functional role in that project.

Sherrie Christensen and CED staff drafted new changes to the City Code including a modification of the subdivision approval process and changes to the Cluster Subdivision and PRD ordinances. The modified approval process was adopted by the Council. The Cluster and PRD ordinances are currently with the Planning Commission.

The CED staff organized the 2014 Syracuse Farmer's Market, which was held once per week in July through September. In addition to the economic benefit from additional shoppers in the City, the Market brought in approx $9,000 in gross revenue. The expenses were approx $6,000 not including staff time.

The CED Department coordinated the planning and construction of the Syracuse Ice Rink.

The CED Department facilitated the following subdivision approvals, and General Plan/Zoning Amendments:

Final Subdivision Approvals

Subdivision:	**Location:**	**Zone:**	**Approved:**
Tivoli Gardens	1950 S 1000 W	R-3 Residential	8/12/14
Avery Gardens	1525 W 2700 S	R-2 Residential	10/14/14
Trails Edge	3250 W 700 S	R-1 & R-3 Residential	10/14/14
Cooks Quarters	2600 W 700 S	R-1 Residential	10/14/14
Trailside Park P.8	1900 W 3000 S Cluster		11/19/14

General Plan Amendments

Request:	**Location:**	**Approved:**
PRD to R-2 Residential	3500 S Bluff Rd	8/12/14
PRD to Open Space/Recreational	3400 W 200 S	8/12/14
Business Park to Commercial C-G & R-3 Residential	1550 W 200 S	8/26/14
PRD to PO (Professional Office)	2000 W 2700 S	9/9/14

Zoning Amendments

Request:	**Location:**	**Approved:**
A-1 Agriculture to R-1 Residential	3348 W/3298 W 700 S	7/8/14
Business Park to Commercial C-G & R-3 Residential	1550 W 200 S	8/26/14
A-1 Agriculture to R-1 Residential	2600 W 700 S	9/9/14
A-1 Agriculture to R-2 Residential	1525 W 2700 S	9/9/14

Financial Services

Administration
The HR Specialist is now reporting directly to the Finance Director.

Projects and Programs
Finance Director Marshall coordinated an update to the City Purchasing Policy.

Finance Director Marshall drafted the Citizen's Financial Report, which is a summarized snapshot of the City's financial situation.

Finance Director Marshall organized a toy donation program for Christmas, which included coordination with local schools.

The City received a clean audit from the new auditors. Director Marshall facilitated the audit.

The City is currently researching options to improve the payroll process to make it more efficient and functional.

The City refinanced the 2006 MBA bond, resulting in a savings of approx $25,000 per year.

Courts/Records

Administration
City Recorder Brown has directed the formalization of procedures in the Court to assist with transition of new staff and Judge in the future.

Personnel
Judge Catherine Hoskins started as the City's Justice Court Judge

Part-time Administrative Assistant Cheryl Flint left the City to move to St. George. Administration decided not to fill the vacancy for now due to lower caseloads in the courts recently.

Projects & Programs
City Recorder Brown is directing efforts to improve the document management services for official City records. She is currently coordinating with IT for software installation.

IT & Building Maintenance

Personnel
The IT/Bldg Maintenance Department hired Matt Jensen as a part-time building maintenance technician.

Devyn Wright was hired as an IT intern to provide help-desk functions.

Projects & Programs
TJ is overseeing the communications switch-over to Comcast. This project improves the data flow capabilities of the city, and connects all the City's buildings and video surveillance to a centralized, dedicated system. Communications fiber has been run to all the City facilities. The data and phone switchover will be performed by mid February.

LED lighting has been installed throughout City facilities to replace conventional lights to improve energy efficiency. Of note is the switchover of both gymnasiums in the Community Center, which provide significant savings in energy bills.