



HILDALE CITY

Established 1963

P.O. BOX 840490 320 E. NEWEL AVE. HILDALE, UTAH 84784 PHONE: 435-874-2323 FAX: 435-874-2603

NOTICE AND AGENDA

NOTICE IS HEREBY GIVEN TO THE HILDALE CITY COUNCIL AND THE PUBLIC, THAT THE HILDALE CITY COUNCIL WILL HOLD A COUNCIL MEETING ON TUESDAY THE 2ND DAY OF JULY 2019 AT HILDALE CITY HALL, 320 EAST, NEWEL AVENUE, WHICH MEETING SHALL BEGIN AT 6:30 P.M. MDT.

THE AGENDA SHALL BE AS FOLLOWS:

1. ROLL CALL AND PLEDGE OF ALLEGIANCE
2. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
3. PUBLIC COMMENT
4. OVERSIGHT ITEMS:
 - A. FINANCIAL AND CHECK REGISTRY REVIEW AND APPROVAL
 - B. RATIFICATION OF UTILITY BOARD ACTIONS
 - C. DISCUSSION ON CITY MANAGER'S REPORT
5. CONSENT ITEMS:
 - A. RATIFICATION OF LETTER OF ENGAGEMENT WITH HINTON BURDICK FOR AUDIT SERVICES
 - B. APPROVAL OF CHANGE ORDER TO SRTS PROJECT TO INCLUDE UZONA AVE IMPROVEMENTS
 - C. APPROVAL OF TWIN CITY WATER WORKS TRANSFER AGREEMENTS
6. EXECUTIVE SESSION: strategy session to discuss pending or reasonably imminent litigation (Utah Code 52-4-204)
7. DISCUSSION ON SAFE ROUTES TO SCHOOLS PROJECTS
8. CONSIDERATION AND POSSIBLE ACTION ON AMENDING PERSONNEL MANUAL TO PROVIDE BEREAVEMENT LEAVE
9. CONSIDERATION AND POSSIBLE ACTION ON ADOPTING OFFICIAL HILDALE CITY LOGO
10. REPORTS FROM COUNCIL AND MAYOR
11. ADJOURNMENT

Agenda items and any variables thereto are set for consideration, discussion, approval or other action. Council Members may be attending by telephone. Agenda is subject to change up to 24 hours prior to the meeting. Individuals needing special accommodations should notify the City Recorder at 435-874-2323 at least three days prior to the meeting.

Hildale City Council Work Session and Town Hall Meeting

320 East Newel Avenue, Hildale, Utah 84784

Tuesday, June 4, 2019 6:30 p.m.

Present:

Mayor: Donia Jessop

Council Members: Jared Nicol, Stacy Seay, JVar Dutson, Maha Layton, Lawrence Barlow

City Recorder: Vincen Barlow

City Manager: Christian Kesselring

Staff: Harrison Johnson, Mariah La Corti

Public: Joan Barlow

#1. Call to Order and Pledge of Allegiance

Meeting called to order at 6:30 p.m. Roll was taken, quorum present. Jared led the crowd in the pledge of allegiance.

#2. Town Hall Meeting

Joan Barlow addressed the council about her inability to walk around the community without being in fear because of roaming dogs.

Jared Nicol expressed his feelings that education will be a huge piece to resolving the issue. Putting an educational flyer in the utility bill was discussed. JVar, Lawrence and Jared all shared personal stories about vicious animals. Maha and Stacy discussed the possibility of increasing support and funding to the Marshals Office for enforcement of violations and animal control. Lawrence suggested that information also be provided at the health fair.

#3. Public Comment

Jared was not impressed with the lack of advertising about the Town Hall Meeting, he requested better advertising for future meetings to assure public participation. JVar pointed out the importance of having the Utility Board prior to the City Council meeting. Having the meetings bi-monthly or quarterly was suggested.

#4. Work Session Pipeline Items:

A. Branding Campaign

The city was working closely with a marketing company who had great ideas and potential, but unfortunately their base rate was too much for the city to afford at this time. A focus will be placed on just getting a logo done for now. Stacy offered to work on the Wikipedia. Signage was discussed briefly. Administration was tasked with bringing logo options before the council next month.

B. Attracting 4 New Businesses

InFab visited with administration today. They would like to be involved in the community in addition to opening their doors in November, bringing approximately 100 jobs to locals. They will be putting a float in the 4th of July parade.

The gun barrel manufacturing plant is in the works, moving into one of the Reliance buildings. Gary Tooke is working on renovations for a farm-fresh greenhouse restaurant. Councilmembers were invited for a tour.

A SWOT analysis and planning sheet was completed.

C. Curfew

Stacy requested assistance in setting up a meeting with Mayor Allred. Mayor Jessop was directed to obtain public input.

D. Lease Renewal and Expansion of Maxwell Park

Communication is open with the BLM.

E. Police Building

A meeting will be held next week.

F. Welcome Sign

Waiting on logo.

G. Welcome Center

Updated general plan needed.

H. Downtown Hildale City Center

On hold for 1 year awaiting updated general plan.

I. Animals Ordinance

Jared presented, he feels the community wide animal issue needs to be addressed. He would like to push an educational campaign. Ordinances and enforcement can be better utilized to gain control of the issue. Further, education can be done through the scheduled events.

Administration was directed to research current impound fees and determine whether or not they are sufficient.

Jared Nicol moved to put the animal problem/ordinance in to the pipeline.

JVar Dutson seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow		X	
JVar Dutson	X		
Maha Layton		X	
Jared Nicol	X		
Stacy Seay			X

Motion died.

**Maha Layton moved to direct staff to address the dog issue and come back with a plan that they feel like will solve the issue and make Hildale streets safe.
Lawrence Barlow seconded. Roll call vote:**

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carries.

J. Rules of Procedure

Councilmembers were directed to complete the annual open and public meeting training. Christian requested discussion on functions or dysfunctions of the council. Civility is a concern, councilmembers would like this addressed as quickly as possible. Jared requested a simple process. ULCT was recommended as a good resource for councilmembers.

K. Creation of Economic Committee

JVar brought this up to make sure that the city government is working with the UZONA Chamber of Commerce. A staff member is attending their monthly meetings.

JVar Dutson moved to approve that the city pay the \$100.00 annual UZONA membership fee for Economic Development Coordinator to be a Chamber of Commerce member.

Stacy Seay seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carries.

With no other business, meeting adjourned at 8:45 pm.

I verify that a copy of the notice and agenda was delivered to the Mayor and City Council members and posted at the City Hall, 320 E. Newel Avenue, Hildale, Utah and sent to the Utah State Public Meeting Notice coordinator.

Minutes were approved at the City Council Meeting on _____.

Vincen Barlow, City Recorder
Hildale City Council – June 4, 2019

Hildale City Council Meeting

320 East Newel Avenue, Hildale, Utah 84784
Wednesday, June 5, 2019 6:30 p.m.

Present:

Mayor: Donia Jessop

Council Members: Stacy Seay, JVar Dutson, Jared Nicol, Maha Layton, Lawrence Barlow

City Recorder: Vincen Barlow

City Manager: Christian Kesselring

Staff: Chief Askerlund, Mariah La Corti, Kyle Layton, John Barlow (by phone)

Court Monitor: Roger Carter

Public: Allen Zitting, Charles Hammon, Savannah Adams, Vance Barlow, Ray Jessop (this list may be incomplete)

#1 Call to Order/Roll Call/Pledge of Allegiance

Meeting called to order at 6:30 pm. Roll was taken. Quorum present. Jared led the crowd in the pledge of allegiance.

#2. Approval of Meeting Minutes

No corrections noted.

Jared Nicol moved to approve the minutes of the April 29, 2019, May 1, 2019 and May 8, 2019 meetings.

JVar Dutson seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

#3. Public Comment

Allen Zitting expressed his appreciation for our planning and zoning processes.

#4. Oversight Items

A. Financial and Check Registry Review and Approval

Revenues with comparison to budget report and check register for the month ending May 2019 were provided for the council to review.

Lawrence Barlow moved to pay the bills as they become due and the funds become available.

JVar Dutson seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

B. Ratification of Utility Board Actions

JVar Dutson moved to ratify the action items from the March 26, 2019 Utility Board Meeting.

Stacy Seay seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

C. Discussion on City Manager's Report

Christian provided the council with written reports on city departments, UEP-TCWW Settlement, Injunction Compliance, and Staffing. Jared requested an update on capital projects fund. Lawrence expressed his gratitude for the presentation of the Manager's Report.

D. Discussion on Acquiring Tablets for Council, Board and Commission Meetings

After obtaining input from Colorado City, Christian contacted Verizon regarding tablets, as they could be simply added on to the Verizon plan and there would be more control over the network. He reviewed a few options with the council. Device costs will be similar regardless of where they purchase.

Jared liked the idea of having a device just for city business. Councilmembers directed him to focus on screen size, rather than network.

#5. Consent Items

A. Approval of Interlocal Cooperation Agreement Regarding Election Services

Administration is seeking approval of an agreement engaging the services of Washington County to print ballots, provide election equipment, and count the ballots cast. This agreement has been reviewed by the City Attorney.

B. Approval of Memorandum of Understanding with Office of State Debt Collection

Administration is seeking approval of an agreement engaging the services of the OSDC to collect balances due to the Justice Court. This agreement has been reviewed by the City Attorney.

JVar Dutson moved approve the consent agenda as requested by administration, with the exception of item C, which should be moved to the strategic discussion items portion of the agenda.

Maha Layton seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

C. Approval of Customer Service Agreement with Garkane Energy

JVar requested discussion on this item prior to approval. Administration is seeking approval of an agreement to provide customer service on behalf of Garkane in the City's front office. Generally, our office staff will be accepting payments, answering customer questions, and assisting Garkane customers with connecting with Garkane for more complex issues. Hildale City will receive \$14,000 from Garkane and can terminate the agreement at any time. This agreement has been reviewed by the City Attorney.

After this explanation, councilmembers unanimously agreed that this would be a great benefit to the community.

Lawrence Barlow moved to approve item 5C.

Jared Nicol seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

#6. Executive Session

Lawrence Barlow moved to go into an executive session for the discussion of pending or reasonably imminent litigation.

Jared Nicol seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

Lawrence Barlow moved to close the executive session and reconvene the regular council meeting.

JVar Dutson seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

#7. Discussion on Proposed FY2020 Budget

The budget has been publicly available for review. Staff has no changes to present at this meeting. This is on the agenda for any discussion the council would like to have.

JVar asked if there is more money available to put into the street budget. John discussed the fund availability in the capital improvement fund. When Jared asked for discussion on fireworks, Christian explained the process of appropriating funds to a non-profit. This can be bypassed by the city hosting the fireworks show rather than making a contribution; but there are liability issues that go along with this.

#8. Approval of Resolution Setting FY2020 Tax Rate

Christian presented. The city is required by State Law to do this each year. The resolution is practically identical to previous years.

Lawrence Barlow moved to Approve Resolution 2019-06-001 Setting FY 2020 Certified Tax Rate for Hildale City.

Maha Layton seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

#9. Consideration and Possible Action on Adopting Ordinance to Re-Zone Lots HD-SCHR-13-1 through 64 and HD-SCHR-14-17 through 48

Christian presented. At the May meeting staff was directed to prepare an ordinance for this. A draft ordinance was prepared and provided to the council for review. The only difference from what the council asked for is lots 36 & 37 belong to the UEP and are not included in the re-zone.

Lawrence Barlow moved to approve Ordinance 2019-004.

Jared Nicol seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

#10. Consideration and Possible Action on Re-Zone Request for Lots HC-SCHR-2-28 and 29

Kyle Layton presented. The addresses being discussed were 865 N. Pinion Street and 885 N. Pinion Street. This has gone through a public hearing and the Planning and Zoning Commission and a recommendation was given, Kyle provided the council with a summary of such. Staff recommended approval of the zoning map amendment.

Allen Zitting made himself available for questions and comments from the council. There was discussion on parking and the future of housing in Hildale.

Jared Nicol moved to approve Ordinance 2019-005.

Maha Layton seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

#11. Consideration and Possible Action on Re-Zone Request for Lot HD-SHCR-1-39

Kyle Layton presented. The address being discussed was 685 W. Field Ave. This has gone through a public hearing and the Planning and Zoning Commission and a recommendation was given, Kyle provided the council with a summary of such. Staff recommended approval of the zoning map amendment.

Maha Layton moved to approve Ordinance 2019-006.

Lawrence Barlow seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

#12. Consideration and Possible Action on Preliminary Plat Application for Lot SCHR-9-13

Kyle Layton presented. The address being discussed was 495 East Jessop Avenue. The applicant is requesting approval of a preliminary plat for a small subdivision. Charles Hammon presented this to the Planning and Zoning Commission, after declaring a conflict of interest, and a recommendation was given, Kyle provided the council with a summary of such. Staff recommended approval of the zoning map amendment.

Charles Hammon made himself available for questions and comments from the council. There was discussion on utilities, development standards, and setbacks.

Stacy Seay moved to approve the preliminary plat application submitted by Charles Hammon based on the findings set forth in the staff report and the recommendation of the planning commission.
JVar Dutson seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

#13. Consideration and Possible Action on Adopting Temporary Land Use Regulation

Christian presented. The purpose of this ordinance is to provide an exemption on the off-site improvement requirements for already developed areas, to relieve property owners wishing to build/repair homes in developed areas of the City from the burden of funding street improvements until the City can formulate a unified plan for solving the problem, very similar to the ordinance passed six months previously. Passing this will allow property owners in developed areas of the city to get a building permit without the requirement of curb and gutter.

John Barlow interjected delineation on the difference between new development and the roads maintenance budget. He pointed out how financing mechanisms for developers vary greatly from city improvements.

Lawrence pointed out the progress that has been made in Hildale within the last six months because of the original ordinance.

There will need to be discussion on what to do about off-site improvement requirements when this expires.

**Lawrence Barlow moved to Approve Ordinance 2019-007.
Maha Layton seconded. Roll call vote:**

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson		X	
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

#14. Consideration and Possible Action on Adopting Ordinance Amending Minimum Size for Planned Development Overlay Zone

Christian presented. He provided an explanation of a planned development overlay and the benefits to both the developer and the city. This would reduce the requirement for such from 5 acres to 1.5 acres. This has gone through a public hearing and the Planning and Zoning Commission and a recommendation was given, Christian provided a summary of such and a proposed ordinance with the change. Staff recommended approval of the zoning map amendment.

Charles Hammon addressed the council, declaring his conflict of interest. He shared the personal realization he encountered that brought this conversation up and gave more details about planned development overlays.

**Lawrence Barlow moved to Approve Ordinance 2019-008.
JVar Dutson seconded. Roll call vote:**

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

#15. Consideration and Possible Action on Adopting Ordinance Revising Curfew

#17. Reports from Council and Mayor

JVar requested an update on the house on the corner of Richard and Utah. This falls under the public nuisance ordinance. Our Public Works Department does not have the ability to fully
Hildale City Council – June 5, 2019

complete the demolition, but there has been discussion on removing everything above ground. Christian has been in contact with the UEP who is fine with the city moving forward with demolition. Ideas were discussed on the expense of the demolition and how to possibly decrease such.

With no other business, meeting adjourned at 9:12 pm.

I verify that a copy of the notice and agenda was delivered to the Mayor and City Council members and posted at the City Hall, 320 E. Newel Avenue, Hildale, Utah and sent to the Utah State Public Meeting Notice coordinator.

Minutes were approved at the City Council Meeting on _____.

Vincen Barlow, City Recorder

Hildale City Council Work Session

320 East Newel Avenue, Hildale, Utah 84784

Monday, June 24, 2019

Present:

Mayor: Donia Jessop

Council Members: Lawrence Barlow, Maha Layton, Jared Nicol, JVar Dutson, Stacy Seay

City Recorder: Vincen Barlow

City Manager: Christian Kesselring

Staff: John Barlow (by phone), Kyle Layton, Mariah La Corti

Public: Harvey Dockstader Jr., Joan Barlow

#1 Call to Order/Roll Call/Pledge of Allegiance

Meeting called to order at 6:37 pm. Roll was taken, quorum present. The crowd all joined in the pledge of allegiance.

#2. Public Comment

Harvey Dockstader Jr. addressed the council. He wanted it on the record that he does not have a criminal background, due to charges being dismissed; his motives behind his involvement with SC Festivities and UZONA Chamber of Commerce are simply to rebuild our economy, build bridges, and get the community put back together.

He also wanted to clarify that the UZONA Chamber of Commerce is a legitimate organization, he gave a few updates on the projects they are currently working on.

There is still a spot available on the Board for a City Council member.

Mayor Jessop expressed her gratitude for the work he has done to grow this community.

#3. Work Session

Councilmembers were given a chance to review the budget, this meeting was an opportunity to bring up any suggestions or concerns.

A. Discussion on Adjustments to FY2019 Budget

John Barlow presented. There was discussion on the adjustments made to reflect the actual current year wages for each Department.

B. Discussion on Tentative FY2020 Budget

John Barlow presented. He walked the council through the FY2019-2020 proposed budget.

Councilmembers specifically discussed the capital projects fund and need for asset management and a capital improvement plan in length.

Administration was asked to create a recognition program for the city volunteers.

Lawrence Barlow expressed concerns about the lack of a clear, defined general plan; it needs to be reviewed, updated, and approved within the year. He suggested that budget should be put toward hiring a professional to take on this task, rather than burning out staff. Lawrence also suggested that the city bring a professional grant writer onboard to find new revenue for the city. After lengthy discussion, Councilmembers unanimously agreed and directed staff to put line items in the budget for these things, then follow up with a proposal on the actual cost.

Kyle Layton explained to the council that the current general plan can be used as a basic foundation; the wording just needs to be updated to match Hildale's vision and future.

John Barlow closed by pointing out that the city is not in a good financial position, and the budgetary shortfall will not last through another year, so we will need to be very cautious when it comes to expending funds.

#4. Adjournment

With no other business, meeting adjourned at 10:35 pm

I verify that a copy of the notice and agenda was delivered to the Mayor and City Council members and posted at the City Hall, 320 E. Newel Avenue, Hildale, Utah and sent to the Utah State Public Meeting Notice coordinator.

Minutes were approved at the City Council Meeting on _____.

Vincen Barlow, City Recorder

Hildale City Council Meeting

320 East Newel Avenue, Hildale, Utah 84784

Wednesday, June 26, 2019

Present:

Mayor: Donia Jessop

Council Members: Stacy Seay, JVar Dutson, Jared Nicol, Maha Layton, Lawrence Barlow

City Recorder: Vincen Barlow

City Manager: Christian Kesselring

Staff: John Barlow (by phone), Harrison Johnson, Weston Barlow, Mariah La Corti

Public: Sarah Ventre (this list may be incomplete)

#1 Call to Order

Meeting called to order at 6:30 pm. Roll was taken, quorum present.

#2. Pledge of Allegiance

The crowd joined in the pledge of allegiance.

#3. Public Comment

None

#4. Public Hearing

Lawrence Barlow moved to open the public hearings on appropriating funds for the 4th of July fireworks, amending the FY2019 budget, adopting the FY2020 budget and transferring capital improvement funds to cover the Uzona Avenue project.

Jared Nicol seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

A. Appropriating Funds for the 4th of July Fireworks

Mayor Jessop called around to other cities to ask how they do fireworks and reported that most are funded by business donations. SC Festivities expressed nothing but understanding and gratitude for what the city has offered to take care of during the festivities.

Jared and JVar both expressed their desire to make a contribution toward the fireworks. Maha and Lawrence both agreed that the question is not if the city wants to be involved, that is unanimously agreed upon, the question is if it is fiscally responsible to participate at this time

because the city cannot afford it. Stacy voiced her confidence in SC Festivities ability to obtain the necessary funds to have a successful firework show without the city's contribution.

There was discussion on events that the city has sponsored and contributed to financially versus charitable contributions to other entities. When asked his opinion, John Barlow reminded the council that any spending will be coming out of reserve funds.

No public input.

B. Amending the Fiscal Year 2019 Budget

John Barlow walked the council through the adjustments made and total revenue versus expenditures and answered all councilmember questions.

No public input.

C. Adopting the Fiscal Year 2020 Budget

John Barlow walked the council through the adjustments requested in the last work session and addressed all councilmember questions.

JVar expressed concern about the lack of funds to provide retirement for city employees. Lawrence pointed out that by appropriating funds for a general plan and grants it will bring in the businesses that will bring in the necessary revenue for the city to be able to provide benefits. It is anticipated to take about six years to get to this point.

Christian pointed out that the only way out of our budget deficit is to increase the amount of money coming in. There was brief discussion on ways to make sure that we are receiving everything we should be receiving from the county.

No public input.

D. Transferring Capital Improvement Funds to cover Uzona Ave. Street Project

A Capital Expenditures Plan was provided for council to approve along with the budget, including Uzona Ave. street project.

No public input.

Stacy Seay moved to close the public hearing and reconvene the regular council meeting.

Maha Layton seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

#4 Consideration and Possible Action on Appropriating Funds for the 4th of July Fireworks

Jared Nicol moved to adopt resolution #2019-06-002 appropriating \$3,000 to be contributed to support the 4th of July fireworks.

JVar Dutson seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow		X	
JVar Dutson	X		
Maha Layton		X	
Jared Nicol	X		
Stacy Seay		X	

Motion died.

**Maha Layton moved to encourage staff,
Stacy Seay seconded. Roll call vote:**

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

#5 Consideration and Possible Action on Amending the FY2019 Budget

Stacy Seay moved to adopt resolution #2019-06-003 approving amendments to the fiscal year 2019 budget.

Lawrence Barlow seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson		X	
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

#6 Consideration and Possible Action on Adopting the FY2020 Budget

Maha requested that staff articulate the plan for next years budget if savings are spent this year. John explained that while he anticipates next years financial situation to look very similar to this years, the following year the city should be..... and the city will see financial prosperity within 10-15 years. However, there should be some relief

It is anticipated that funds will need to be transferred from

Stacy Seay moved to adopt resolution # 2019-06-004 approving the fiscal year 2020 budget.

Maha Layton seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson		X	
Maha Layton	X		
Jared Nicol		X	
Stacy Seay	X		

Motion carried.

#7 Consideration and Possible Action on appropriating capital improvement funds to cover Uzona Avenue project.

Lawrence Barlow moved to

Maha Layton seconded. Roll call vote:

	YES	NO	ABSTAIN
Lawrence Barlow	X		
JVar Dutson	X		
Maha Layton	X		
Jared Nicol	X		
Stacy Seay	X		

Motion carried.

With no other business, meeting adjourned at 8:52 pm.

I verify that a copy of the notice and agenda was delivered to the Mayor and City Council members and posted at the City Hall, 320 E. Newel Avenue, Hildale, Utah and sent to the Utah State Public Meeting Notice coordinator.

Minutes were approved at the City Council Meeting on _____.

Vincen Barlow, City Recorder

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Discount Taken	Check Amount
06/19	06/04/2019	2389	5083	JNJ ENGINEERING	190601	Hildale Safe Routes to School Project	11-47-953	.00	90,883.40
06/19	06/11/2019	2390	4020	U.S. POSTAL SERVICE	190611	POSTAGE	11-41-244	.00	700.00
06/19	06/11/2019	2410	5415	ST. GEORGE WATER STORE	190611	Refund for Water Service Impact Fee	81-37-451	.00	11,820.00
06/19	06/14/2019	2411	5634	Barlow, Susie	06062019	Travel Claim for Hinton Burdick Training	11-41-230	.00	48.40
06/19	06/14/2019	2411	5634	Barlow, Susie	190508	Mileage for Treasurer Conference in St G	11-41-230	.00	145.20
06/19	06/14/2019	2412	4306	BARLOW, WESTON	190508	Per-Diem Emergency Training SLC	84-41-230	.00	34.00
06/19	06/18/2019	2413	5637	BASIC AMERICAN SUPPLY	205402	Air Filter	11-41-250	.00	46.89- V
06/19	06/14/2019	2413	5637	BASIC AMERICAN SUPPLY	205402	Air Filter	11-41-250	.00	46.89
06/19	06/18/2019	2413	5637	BASIC AMERICAN SUPPLY	209537	Dust Mask, Apron Chaps	11-48-272	.00	223.96- V
06/19	06/18/2019	2413	5637	BASIC AMERICAN SUPPLY	208377	Lumber for Park Bench Repair	11-48-272	.00	109.30- V
06/19	06/18/2019	2413	5637	BASIC AMERICAN SUPPLY	207718	Gardening Care & Trash Bags	11-48-272	.00	90.95- V
06/19	06/18/2019	2413	5637	BASIC AMERICAN SUPPLY	208377	Bolts, Washers, Primer	11-48-272	.00	82.92- V
06/19	06/18/2019	2413	5637	BASIC AMERICAN SUPPLY	207774	Flowers & Pots	11-48-272	.00	29.27- V
06/19	06/14/2019	2413	5637	BASIC AMERICAN SUPPLY	207774	Flowers & Pots	11-48-272	.00	29.27
06/19	06/14/2019	2413	5637	BASIC AMERICAN SUPPLY	208377	Bolts, Washers, Primer	11-48-272	.00	82.92
06/19	06/14/2019	2413	5637	BASIC AMERICAN SUPPLY	207718	Gardening Care & Trash Bags	11-48-272	.00	90.95
06/19	06/14/2019	2413	5637	BASIC AMERICAN SUPPLY	208377	Lumber for Park Bench Repair	11-48-272	.00	109.30
06/19	06/14/2019	2413	5637	BASIC AMERICAN SUPPLY	209537	Dust Mask, Apron Chaps	11-48-272	.00	223.96
06/19	06/18/2019	2413	5637	BASIC AMERICAN SUPPLY	208386	Lumber Exchange for Park Bench	11-48-275	.00	116.50- V
06/19	06/14/2019	2413	5637	BASIC AMERICAN SUPPLY	208386	Lumber Exchange for Park Bench	11-48-275	.00	109.30-
06/19	06/18/2019	2413	5637	BASIC AMERICAN SUPPLY	208447	Framing blades, Primer, & Paint for Park	11-48-275	.00	100.53- V
06/19	06/18/2019	2413	5637	BASIC AMERICAN SUPPLY	207719	Weed Preventer	11-48-275	.00	59.96- V
06/19	06/18/2019	2413	5637	BASIC AMERICAN SUPPLY	210733	Pruning Shears and Saw	11-48-275	.00	51.98- V
06/19	06/18/2019	2413	5637	BASIC AMERICAN SUPPLY	208597	Carriage bolts	11-48-275	.00	41.37- V
06/19	06/14/2019	2413	5637	BASIC AMERICAN SUPPLY	208597	Carriage bolts	11-48-275	.00	41.37
06/19	06/14/2019	2413	5637	BASIC AMERICAN SUPPLY	210733	Pruning Shears and Saw	11-48-275	.00	51.98
06/19	06/14/2019	2413	5637	BASIC AMERICAN SUPPLY	207719	Weed Preventer	11-48-275	.00	59.96
06/19	06/14/2019	2413	5637	BASIC AMERICAN SUPPLY	208447	Framing blades, Primer, & Paint for Park	11-48-275	.00	100.53
06/19	06/18/2019	2413	5637	BASIC AMERICAN SUPPLY	208386	Lumber Exchange for Park Bench	11-48-275	.00	109.30 V
06/19	06/14/2019	2413	5637	BASIC AMERICAN SUPPLY	208386	Lumber Exchange for Park Bench	11-48-275	.00	116.50
06/19	06/18/2019	2413	5637	BASIC AMERICAN SUPPLY	210939	Field Paint for Soccer	11-49-274	.00	35.94- V
06/19	06/14/2019	2413	5637	BASIC AMERICAN SUPPLY	210939	Field Paint for Soccer	11-49-274	.00	35.94
06/19	06/18/2019	2413	5637	BASIC AMERICAN SUPPLY	208127	Transplanter & Gloves	65-41-250	.00	42.34- V
06/19	06/18/2019	2413	5637	BASIC AMERICAN SUPPLY	209670	Spray Paint	65-41-250	.00	23.94- V
06/19	06/14/2019	2413	5637	BASIC AMERICAN SUPPLY	209670	Spray Paint	65-41-250	.00	23.94
06/19	06/14/2019	2413	5637	BASIC AMERICAN SUPPLY	208127	Transplanter & Gloves	65-41-250	.00	42.34
06/19	06/14/2019	2414	5697	BLACK TIE PRESS	1028	ID Cards	65-41-250	.00	120.00
06/19	06/14/2019	2415	5356	BUCKS ACE HARDWARE	308344	Tubing Caps	81-41-273	.00	19.96
06/19	06/14/2019	2415	5356	BUCKS ACE HARDWARE	308166	Marking Paint Holder	82-41-273	.00	28.99
06/19	06/14/2019	2416	1430	CASELLE, INC.	95226	CONTRACT for July 2019	11-41-310	.00	1,005.67
06/19	06/14/2019	2417	1580	COLORADO CITY FIRE DISTRICT	FIRE IGA	FIRE DEPT IGA BASE AMOUNT 05/19	11-44-980	.00	6,750.00
06/19	06/18/2019	2418	5518	ERICH L. BARLOW	6.02201.4	6.02201.4 CUSTOMER DEPOSIT REFUND	81-21350	.00	105.09- V
06/19	06/14/2019	2418	5518	ERICH L. BARLOW	6.02201.4	6.02201.4 CUSTOMER DEPOSIT REFUND	81-21350	.00	105.09
06/19	06/14/2019	2419	5518	MERRILL D. BARLOW	3.03700.2	3.03700.2 CUSTOMER DEPOSIT REFUND	81-21350	.00	214.45
06/19	06/14/2019	2420	5518	SUNNY PEAKS	3.45002.5	3.45002.5 CUSTOMER DEPOSIT REFUND	81-21350	.00	67.54
06/19	06/14/2019	2421	4750	DJB GAS SERVICES, INC.	01146359	WELDER Cylinder Rental	82-41-274	.00	25.03
06/19	06/14/2019	2422	5631	GOLD LINE AUTO PARTS	39425	Gasket Maker	65-41-250	.00	57.43
06/19	06/14/2019	2423	5201	HYDRO SPECIALTIES CO.	21850	water meters	81-41-273	.00	19,349.44
06/19	06/14/2019	2424	5223	LAWSON PRODUCTS	93067363	pipe taps and bits	81-41-273	.00	536.79
06/19	06/14/2019	2425	2671	LES OLSON COMPANY	EA858773	MAINTENANCE CONTRACT	11-41-241	.00	478.76
06/19	06/14/2019	2426	2892	MOUNTAINLAND SUPPLY COMPANY	S1029812	Gas meters and regulators	84-41-341	.00	11,205.27
06/19	06/14/2019	2427	4694	PREFERRED PARTS	42674	Belts for Mower	11-48-272	.00	49.48
06/19	06/14/2019	2427	4694	PREFERRED PARTS	42429	Gasket Maker	65-41-250	.00	14.96

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Discount Taken	Check Amount
06/19	06/14/2019	2427	4694	PREFERRED PARTS	421691	Fuses	65-41-250	.00	23.48
06/19	06/14/2019	2427	4694	PREFERRED PARTS	42901	Light for Kenworth	84-41-250	.00	149.98
06/19	06/14/2019	2428	5655	RALPH JOHNSON JR.	190508	Per-Diem for Emergency Training SLC	84-41-230	.00	34.00
06/19	06/14/2019	2429	4202	ROCKY MOUNTAIN POWER	68511967	Cathodic Protection Power	84-41-285	.00	11.09
06/19	06/14/2019	2430	3450	SCHOLZEN PRODUCTS COMPA	6388248-0	Makita Battery	65-41-250	.00	318.00
06/19	06/14/2019	2430	3450	SCHOLZEN PRODUCTS COMPA	6386934-0	Meter Valaves	81-41-273	.00	509.88
06/19	06/14/2019	2430	3450	SCHOLZEN PRODUCTS COMPA	6377838-0	Butterfly Valves	81-41-273	.00	1,000.08
06/19	06/14/2019	2431	3560	SOUTH CENTRAL COMMUNICA	8297800 0	CITY HALL PHONE & FAX LINES	11-41-287	.00	190.92
06/19	06/14/2019	2431	3560	SOUTH CENTRAL COMMUNICA	8277200 0	POLICE PHONE LINE	11-43-287	.00	55.34
06/19	06/14/2019	2431	3560	SOUTH CENTRAL COMMUNICA	8362600 0	Hildale City Police Phone	11-43-287	.00	132.34
06/19	06/14/2019	2431	3560	SOUTH CENTRAL COMMUNICA	9592500 0	PRI PHONE ACCOUNT	11-43-287	.00	514.40
06/19	06/14/2019	2432	3592	SOUTHERN UTAH UNIVERSITY	S0042887	Bacteriological Tests	81-41-314	.00	160.00
06/19	06/14/2019	2433	5415	ST. GEORGE WATER STORE	47680	Bottled Water Service 2 bottle	11-41-235	.00	12.00
06/19	06/14/2019	2434	1475	STAPLES CREDIT PLAN	22841490	Notepads, Staples, Kleenex	11-41-240	.00	50.67
06/19	06/14/2019	2434	1475	STAPLES CREDIT PLAN	22850678	Desk Plates 6/pack	11-41-240	.00	55.19
06/19	06/14/2019	2435	4811	STEVE REGAN CO.	1035378	Quali-Pro Ethephon - Turf Regulator	11-48-272	.00	93.25
06/19	06/14/2019	2436	3710	STREAMLINE AUTOMOTIVE, IN	0053608	Alignment	65-41-250	.00	47.41
06/19	06/14/2019	2437	3740	SUNRISE ENGINEERING, INC.	S06479.00	Utah Ave. Safe Routes to School	11-47-953	.00	10,309.50
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8305	Secretarial Staff Payroll	11-41-111	.00	17,458.43- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8305	Secretarial Staff Payroll	11-41-111	.00	17,458.43
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8305	City Manager Payroll	11-41-113	.00	5,129.55- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8305	City Manager Payroll	11-41-113	.00	5,129.55
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8305	RECORDER PAYROLL	11-41-115	.00	4,826.76- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8305	RECORDER PAYROLL	11-41-115	.00	4,826.76
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8305	General Fund Payroll Taxes	11-41-130	.00	1,958.49- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8305	General Fund Payroll Taxes	11-41-130	.00	1,958.49
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8305	GENERAL FUND PAYROLL BENEFITS	11-41-140	.00	3,718.62- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8305	GENERAL FUND PAYROLL BENEFITS	11-41-140	.00	3,718.62
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8301	Gasoline Used from Administration	11-41-257	.00	188.46- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8301	Gasoline Used from Administration	11-41-257	.00	188.46
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8298	Verizon Wireless	11-41-287	.00	128.99- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8298	Verizon Wireless	11-41-287	.00	128.99
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8305	Building Official Payroll	11-45-110	.00	7,146.57- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8305	Building Official Payroll	11-45-110	.00	7,146.57
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8305	PUBLIC WORKS - STREETS PAYROLL	11-47-110	.00	13,532.70- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8305	PUBLIC WORKS - STREETS PAYROLL	11-47-110	.00	13,532.70
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8301	Gasoline Used from Streets & Roads	11-47-257	.00	511.44- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8301	Gasoline Used from Streets & Roads	11-47-257	.00	511.44
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8301	Gasoline Used from Parks	11-48-257	.00	412.60- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8301	Gasoline Used from Parks	11-48-257	.00	412.60
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8299	DOJ Court Judgement Cost Sharing Jim	63-41-310	.00	453.75- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8299	DOJ Court Judgement Cost Sharing Jim	63-41-310	.00	453.75
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	6	TOCC Litigation Settlement	64-41-911	.00	6,266.67- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	6	TOCC Litigation Settlement	64-41-911	.00	6,266.67
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8305	Utility Filed Staff Payroll Benefits	65-41-110	.00	28,647.81- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8305	Utility Filed Staff Payroll Benefits	65-41-110	.00	28,647.81
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8305	Utility Filed Staff Payroll Taxes	65-41-130	.00	3,424.77- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8305	Utility Filed Staff Payroll Taxes	65-41-130	.00	3,424.77
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8305	Utility Filed Staff Payroll Benefits	65-41-140	.00	3,010.79- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8305	Utility Filed Staff Payroll Benefits	65-41-140	.00	3,010.79
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8301	Gasoline Used from Utilities	65-41-257	.00	1,834.04- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8301	Gasoline Used from Utilities	65-41-257	.00	1,834.04
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8301	Gasoline Used from Utilities	82-41-257	.00	128.60- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8301	Gasoline Used from Utilities	82-41-257	.00	128.60
06/19	06/17/2019	2438	3930	TOWN OF COLORADO CITY	8301	Gasoline Used from Utilities	84-41-257	.00	118.96- V
06/19	06/14/2019	2438	3930	TOWN OF COLORADO CITY	8301	Gasoline Used from Utilities	84-41-257	.00	118.96

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06/19	06/14/2019	2439	5288	TOWN OF COLORADO CITY DIS	DISPATC	TOCC DISPATCH IGA	11-46-980	.00	1,035.29
06/19	06/14/2019	2440	5290	TOWN OF COLORADO CITY PO	POLICE I	POLICE IGA BASE AMOUNT 05/19	11-43-980	.00	13,519.02
06/19	06/14/2019	2441	4011	USABlueBook	818189	Chlorine Tests	81-41-273	.00	60.00
06/19	06/14/2019	2441	4011	USABlueBook	903192	Manhole Hooks, Safety Vest	82-41-273	.00	360.82
06/19	06/14/2019	2442	5703	YOUNG AUTOMOTIVE GROUP	DURANG	2018 DODGE DURANGO	11-41-743	.00	26,490.00
06/19	06/14/2019	2443	4739	YOUNG CHEVROLET	MALIBU	Credit for Trade-in	11-41-743	.00	18,500.00-
06/19	06/14/2019	2443	4739	YOUNG CHEVROLET	MALIBU	2019 CHEVROLET MALIBU	11-41-743	.00	23,876.00
06/19	06/17/2019	2444	3930	TOWN OF COLORADO CITY	8305 (2)	PUBLIC WORKS - Parks Payroll	11-48-110	.00	12,401.64- V
06/19	06/17/2019	2444	3930	TOWN OF COLORADO CITY	8305 (2)	PUBLIC WORKS - Parks Payroll	11-48-110	.00	12,401.64
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8305(2)	Secretarial Staff Payroll	11-41-111	.00	17,458.43
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8305(2)	City Manager Payroll	11-41-113	.00	5,129.55
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8305(2)	Recorder Payroll	11-41-115	.00	4,826.76
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8305(2)	General Fund Payroll Taxes	11-41-130	.00	1,958.49
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8305(2)	General Fund Payroll Benefits	11-41-140	.00	3,718.62
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8301 (2)	Gasoline Used from Administration	11-41-257	.00	188.46
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8298(2)	Verizon Wireless	11-41-287	.00	128.99
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8305(2)	Building Official Payroll	11-45-110	.00	7,146.57
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8305(2)	Public Works Streets Payroll	11-47-110	.00	13,532.70
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8301 (2)	Gasoline Used from Streets & Roads	11-47-257	.00	511.44
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8305(2)	Public Works Parks Payroll	11-48-110	.00	12,401.64
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8301 (2)	Gasoline Used from Parks	11-48-257	.00	412.60
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8299(2)	DOJ Court Judgement Cost Sharing - Ji	63-41-310	.00	453.75
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	190106	TOCC Litigation Settlement	64-41-911	.00	6,266.67
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8305(2)	Utility Field Staff Payroll	65-41-110	.00	28,647.81
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8305(2)	Utility Field Staff Payroll Taxes	65-41-130	.00	3,424.77
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8305(2)	Utility Field Staff Payroll Benefits	65-41-140	.00	3,010.79
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8301 (2)	Gasoline Used from Utilities	65-41-257	.00	1,834.04
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8301 (2)	Gasoline Used from Utilities	82-41-257	.00	128.60
06/19	06/17/2019	2445	3930	TOWN OF COLORADO CITY	8301 (2)	Gasoline Used from Utilities	84-41-257	.00	118.96
06/19	06/18/2019	2446	5637	BASIC AMERICAN SUPPLY	205102(2)	Air Filter	11-41-250	.00	46.89
06/19	06/18/2019	2446	5637	BASIC AMERICAN SUPPLY	199162(2)	Maxwell Park Return	11-48-272	.00	.01-
06/19	06/18/2019	2446	5637	BASIC AMERICAN SUPPLY	207774(2)	Flowers & Pots	11-48-272	.00	29.27
06/19	06/18/2019	2446	5637	BASIC AMERICAN SUPPLY	207718(2)	Gardening Care & Trash Bags	11-48-272	.00	90.95
06/19	06/18/2019	2446	5637	BASIC AMERICAN SUPPLY	208377(2)	Bolts, Washers, Primer	11-48-272	.00	192.22
06/19	06/18/2019	2446	5637	BASIC AMERICAN SUPPLY	209537(2)	Dust Mask, Apron Chaps	11-48-272	.00	223.96
06/19	06/18/2019	2446	5637	BASIC AMERICAN SUPPLY	208386(2)	Lumber Exchange for Park Bench	11-48-275	.00	7.20
06/19	06/18/2019	2446	5637	BASIC AMERICAN SUPPLY	208597(2)	Carraige Bolts	11-48-275	.00	41.37
06/19	06/18/2019	2446	5637	BASIC AMERICAN SUPPLY	201733(2)	Pruning Shears and Saw	11-48-275	.00	51.98
06/19	06/18/2019	2446	5637	BASIC AMERICAN SUPPLY	207719(2)	Weed Preventer	11-48-275	.00	59.96
06/19	06/18/2019	2446	5637	BASIC AMERICAN SUPPLY	208447(2)	Framing blades, Primer, & Paint for Park	11-48-275	.00	100.83
06/19	06/18/2019	2446	5637	BASIC AMERICAN SUPPLY	210939(2)	Field Paint for Soccer	11-49-274	.00	35.94
06/19	06/18/2019	2446	5637	BASIC AMERICAN SUPPLY	209670(2)	Spray Paint	64-41-250	.00	23.94
06/19	06/18/2019	2446	5637	BASIC AMERICAN SUPPLY	208127(2)	Transplanter & Gloves	65-41-250	.00	42.34
06/19	06/18/2019	2447	5518	ERICH L. BARLOW	6.02201.4(	6.02201.4 CUSTOMER DEPOSIT REFU	81-21350	.00	105.99
06/19	06/27/2019	2457	5705	BROWN CORROSION SERVICE	5151	DCVG Survey Equipment	84-42-780	.00	12,495.00
06/19	06/27/2019	2458	5518	George Marion Emack	3.48280.4	3.48280.4 Credit for Gas-in-Tank	84-37-112	.00	418.35
06/19	06/27/2019	2459	5518	RON STEED	3.5044.05	3.50440.5 REFUND FOR OVERPAYME	81-21350	.00	91.39
06/19	06/27/2019	2460	5518	VERLEEN JESSOP	3.39101.3	3.39101.3 CUSTOMER DEPOSIT REFU	81-21350	.00	458.52
06/19	06/27/2019	2461	5607	DOMINION ENERGY	59485500	Natural Gas Transportation	84-41-434	.00	27,229.03
06/19	06/27/2019	2462	2160	HILDALE CITY	NAT 0519	ENERGY & USE TAX GAS	84-21376	.00	613.72
06/19	06/27/2019	2463	2170	HILDALE CITY UTILITIES	6.23190.4	Mulberry St. Office Building	11-41-280	.00	137.22
06/19	06/27/2019	2463	2170	HILDALE CITY UTILITIES	6.07700.1	CITY HALL UTILITIES	11-41-280	.00	278.77
06/19	06/27/2019	2463	2170	HILDALE CITY UTILITIES	6.21700.1	MAXWELL PARK UTILITIES	11-48-280	.00	288.10
06/19	06/27/2019	2463	2170	HILDALE CITY UTILITIES	3.84110.1	Academy Ave Well Yard	65-41-280	.00	54.00
06/19	06/27/2019	2463	2170	HILDALE CITY UTILITIES	3.18000.1	Lab Shop Utilities	65-41-280	.00	379.28
06/19	06/27/2019	2463	2170	HILDALE CITY UTILITIES	6.42870.1	Propane Yard Lease	84-41-580	.00	100.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Discount Taken	Check Amount
06/19	06/27/2019	2464	5201	HYDRO SPECIALTIES CO.	21871	water meters	81-41-273	.00	5,265.16
06/19	06/27/2019	2465	5663	Johnson, Harrison	190605	Mileage Claim Meeting with Sunrise Engi	65-41-230	.00	42.90
06/19	06/27/2019	2465	5663	Johnson, Harrison	190611	Mileage Claim - DDW Meeting in SLC	65-41-230	.00	347.60
06/19	06/27/2019	2466	5605	NGL SUPPLY CO. LTD	NGL25578	Credit- Popane Commodity	84-41-432	.00	14,752.06
06/19	06/27/2019	2466	5605	NGL SUPPLY CO. LTD	NGL27436	Propane Commodity	84-41-432	.00	3,642.12
06/19	06/27/2019	2466	5605	NGL SUPPLY CO. LTD	NGL27405	Propane Commodity	84-41-432	.00	9,431.46
06/19	06/27/2019	2466	5605	NGL SUPPLY CO. LTD	NGL27416	Propane Commodity	84-41-432	.00	10,031.69
06/19	06/27/2019	2466	5605	NGL SUPPLY CO. LTD	NGL25578	Propane Commodity	84-41-432	.00	14,715.55
06/19	06/27/2019	2467	5604	OCV CONTROL VALVES	227242	pilot valves for flow control valve	81-41-273	.00	2,869.73
06/19	06/27/2019	2468	3450	SCHOLZEN PRODUCTS COMPA	1014787-0	welder& accessories	81-41-260	.00	238.59
06/19	06/27/2019	2468	3450	SCHOLZEN PRODUCTS COMPA	6391324-0	welder& accessories	81-41-260	.00	2,039.98
06/19	06/27/2019	2468	3450	SCHOLZEN PRODUCTS COMPA	6391469-0	welding wire	81-41-273	.00	36.78
06/19	06/27/2019	2468	3450	SCHOLZEN PRODUCTS COMPA	6390498-0	Repair Clamp	81-41-273	.00	307.24
06/19	06/27/2019	2468	3450	SCHOLZEN PRODUCTS COMPA	6390803-0	Repair Clamp	81-41-273	.00	446.02
06/19	06/27/2019	2468	3450	SCHOLZEN PRODUCTS COMPA	6390334-0	Valves and Fittings for Water Wells	81-41-273	.00	717.13
06/19	06/27/2019	2468	3450	SCHOLZEN PRODUCTS COMPA	104747-00	CHLORINE	81-41-432	.00	647.01
06/19	06/27/2019	2468	3450	SCHOLZEN PRODUCTS COMPA	6391474-0	Chamfering Tool, Makita Battery	84-41-260	.00	182.82
06/19	06/27/2019	2469	4605	SUMMIT ENERGY, LLC	0519HILD	Natural Gas Commodity 05/19	84-41-431	.00	795.99
06/19	06/27/2019	2470	3930	TOWN OF COLORADO CITY	WAT0519	Total Water Tax	81-21371	.00	1,250.06
06/19	06/27/2019	2470	3930	TOWN OF COLORADO CITY	PROST05	Total Propane Tax	84-21371	.00	1,682.45
06/19	06/27/2019	2471	5376	WAXIE SANITARY SUPPLY	78319624	Lavender Air Freshner	11-41-271	.00	28.38
06/19	06/27/2019	2471	5376	WAXIE SANITARY SUPPLY	78319624	Green Clean Hand Sanitizer	11-41-271	.00	39.50
06/19	06/27/2019	2471	5376	WAXIE SANITARY SUPPLY	78319624	Clean & Soft Small Core Toilet Paper	11-41-271	.00	48.27
06/19	06/27/2019	2471	5376	WAXIE SANITARY SUPPLY	78319624	Clean & Soft White Paper Towel	11-41-271	.00	65.00
06/19	06/27/2019	2471	5376	WAXIE SANITARY SUPPLY	78319624	Lavender Air Freshner	11-48-272	.00	28.38
06/19	06/27/2019	2471	5376	WAXIE SANITARY SUPPLY	78319624	Clean & Soft White Paper Towel	11-48-272	.00	65.00
06/19	06/27/2019	2471	5376	WAXIE SANITARY SUPPLY	78319624	Green Clean Hand Sanitizer	11-48-272	.00	79.00
06/19	06/27/2019	2471	5376	WAXIE SANITARY SUPPLY	78319624	Clean & Soft Small Core Toilet Paper	11-48-272	.00	96.54
06/19	06/04/2019	201963	5057	GARKANE ENERGY	1711203 0	Mulberry Street Building Power	11-41-285	.00	79.98
06/19	06/04/2019	201963	5057	GARKANE ENERGY	1772500 0	City Hall Power	11-41-285	.00	395.58
06/19	06/04/2019	201963	5057	GARKANE ENERGY	1790000 0	Street Lights Power	11-47-286	.00	459.30
06/19	06/04/2019	201963	5057	GARKANE ENERGY	1684200 0	Maxwell Park Power	11-48-285	.00	171.13
06/19	06/14/2019	201964	1155	ARIZONA STRIP LANDFILL COR	COLL 041	LANDFILL SERVICES	11-13119	.00	27,092.01
06/19	06/14/2019	201965	1155	ARIZONA STRIP LANDFILL COR	COLL 051	LANDFILL SERVICES	11-13119	.00	28,705.61
06/19	06/14/2019	201967	4701	ZIONS FIRST NATIONAL BANK	EFTPS 06	Social Security - FICA Deposit 0619	11-22211	.00	996.17
06/19	06/14/2019	201967	4701	ZIONS FIRST NATIONAL BANK	EFTPS 06	Medicare - FICA Deposit 0619	11-22212	.00	232.97
06/19	06/14/2019	201967	4701	ZIONS FIRST NATIONAL BANK	EFTPS 06	Tax Withholding - FICA Deposit 0619	11-22213	.00	356.65
06/19	06/14/2019	201968	5057	GARKANE ENERGY	1945500 0	Academy Ave Well	81-41-285	.00	37.39
06/19	06/14/2019	201968	5057	GARKANE ENERGY	1734500 0	East Water Tank Power	81-41-285	.00	65.65
06/19	06/14/2019	201968	5057	GARKANE ENERGY	1782501 0	Well #22 Power	81-41-285	.00	1,130.17
06/19	06/14/2019	201968	5057	GARKANE ENERGY	1775500 0	Water Plant Power	81-41-285	.00	1,325.91
06/19	06/14/2019	201969	5646	XPRESS BILL PAY	40595	Xpress Bill Pay Trans. & Account Mainte	11-41-521	.00	418.85
06/19	06/14/2019	201970	4701	ZIONS FIRST NATIONAL BANK	EFTPS 05	Social Security - FICA Deposit 0519	11-22211	.00	1,009.41
06/19	06/14/2019	201970	4701	ZIONS FIRST NATIONAL BANK	EFTPS 05	Medicare - FICA Deposit 0519	11-22212	.00	236.07
06/19	06/14/2019	201970	4701	ZIONS FIRST NATIONAL BANK	EFTPS 05	Tax Withholding - FICA Deposit 0519	11-22213	.00	363.03
06/19	06/27/2019	201971	5057	GARKANE ENERGY	1711203 0	Mulberry Street Building Power	11-41-285	.00	78.79
06/19	06/27/2019	201971	5057	GARKANE ENERGY	1772500 0	City Hall Power	11-41-285	.00	474.61
06/19	06/27/2019	201971	5057	GARKANE ENERGY	1790000 0	Street Lights Power	11-47-286	.00	459.30
06/19	06/27/2019	201971	5057	GARKANE ENERGY	1684200 0	Maxwell Park Power	11-48-285	.00	98.35
06/19	06/27/2019	201971	5057	GARKANE ENERGY	1782300 0	Lab Shop Power Service	65-41-285	.00	562.95
06/19	06/27/2019	201971	5057	GARKANE ENERGY	1793900 0	Million Gallon Tank Power Service	81-41-285	.00	36.78
06/19	06/27/2019	201971	5057	GARKANE ENERGY	1709902 0	Power Plant Well	81-41-285	.00	2,910.72
06/19	06/27/2019	201971	5057	GARKANE ENERGY	1763900 0	Sewer Headworks Power Service	82-41-285	.00	86.66
06/19	06/27/2019	201971	5057	GARKANE ENERGY	1763000 0	Recirc Pump Power Service	82-41-285	.00	173.33
06/19	06/27/2019	201971	5057	GARKANE ENERGY	1717500 0	Lift Station Power Service	82-41-285	.00	688.20
06/19	06/27/2019	201971	5057	GARKANE ENERGY	1787300 0	Propane Yard Power Service	84-41-285	.00	124.73

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Discount Taken	Check Amount
06/19	06/27/2019	201972	4221	UTAH STATE TAX COMMISSION	STC 0519	Taxes Collected for Hildale	84-21375	.00	482.73
06/19	06/27/2019	201973	4470	BANKCARD CENTER	190514(2)	Tires	65-41-250	.00	799.77
06/19	06/27/2019	201973	4470	BANKCARD CENTER	190516(4)	Plasma Torch Parts	81-41-273	.00	47.82
06/19	06/27/2019	201973	4470	BANKCARD CENTER	190530(5)	Fuel Pump	82-41-250	.00	84.71
06/19	06/27/2019	201973	4470	BANKCARD CENTER	190506(1)	Cathodic Protection Repair Project	84-41-235	.00	30.12
06/19	06/27/2019	201973	4470	BANKCARD CENTER	190515(3)	Utah State Marshall Certificate - Nathan	84-41-330	.00	70.00
06/19	06/27/2019	201974	4470	BANKCARD CENTER	190605(4)	Snacks for Field Crew	65-41-235	.00	187.99
06/19	06/27/2019	201974	4470	BANKCARD CENTER	190514(1)	Snacks for Field Crew	65-41-235	.00	234.55
06/19	06/27/2019	201974	4470	BANKCARD CENTER	190522(3)	Refrigerator	65-41-271	.00	599.99
06/19	06/27/2019	201974	4470	BANKCARD CENTER	190522(2)	Bare Fiber Adapter	82-41-273	.00	115.76
06/19	06/27/2019	201975	4470	BANKCARD CENTER	190603(1)	Coffee for Office	11-41-235	.00	8.49
06/19	06/27/2019	201976	4470	BANKCARD CENTER	190514(3)	Hotel for Phoenix Trip - Christian	11-41-230	.00	103.57
06/19	06/27/2019	201976	4470	BANKCARD CENTER	190526(6)	Utah State Purchasing & Procurement M	11-41-235	.00	16.93
06/19	06/27/2019	201976	4470	BANKCARD CENTER	190530((7	Custodial Keys	11-41-240	.00	6.81
06/19	06/27/2019	201976	4470	BANKCARD CENTER	190520(5)	Office Supplies	11-41-240	.00	63.89
06/19	06/27/2019	201976	4470	BANKCARD CENTER	190518(4)	Pitcher & Glasses for City Council Meetin	11-41-240	.00	87.84
06/19	06/27/2019	201976	4470	BANKCARD CENTER	190514(1)	Fuel for Sienna - Phoenix Trip - Christian	11-41-257	.00	47.48
06/19	06/27/2019	201976	4470	BANKCARD CENTER	190514(2)	State Bar of Arizona Certification	11-41-330	.00	99.00
06/19	06/27/2019	201977	4470	BANKCARD CENTER	190529((5	Utah State Purchasing & Procurement M	11-41-235	.00	7.00
06/19	06/27/2019	201977	4470	BANKCARD CENTER	190522(2)	GOED Meeting	11-41-235	.00	41.62
06/19	06/27/2019	201977	4470	BANKCARD CENTER	190522(3)	GOED Meeting	11-41-235	.00	102.89
06/19	06/27/2019	201977	4470	BANKCARD CENTER	190605(10	Hildale City Logo	11-41-240	.00	113.40
06/19	06/27/2019	201977	4470	BANKCARD CENTER	190510(1)	Fuel for Final Economic Planning Class	11-41-257	.00	45.10
06/19	06/27/2019	201977	4470	BANKCARD CENTER	190523(4)	Dewalt Engineer Scale Tape Measures	11-47-250	.00	35.94
06/19	06/27/2019	201977	4470	BANKCARD CENTER	190601((7	Digital Level	11-47-250	.00	139.00
06/19	06/27/2019	201977	4470	BANKCARD CENTER	190529(6)	Supplies for COmmunity Outreach Socce	11-49-274	.00	8.98
06/19	06/27/2019	201977	4470	BANKCARD CENTER	190604(8)	Soccer Goal Range	11-49-274	.00	249.99
06/19	06/27/2019	201977	4470	BANKCARD CENTER	190605(9)	Soccer Goal Range	11-49-274	.00	277.98
06/19	06/27/2019	201978	4470	BANKCARD CENTER	190505(1)	Google Storage	11-41-210	.00	1.99
06/19	06/27/2019	201978	4470	BANKCARD CENTER	190530(2)	Audit FY 2019-2020	11-41-313	.00	110.00
06/19	06/27/2019	201979	4470	BANKCARD CENTER	190522(3)	GOED Meeting	11-41-235	.00	159.21
06/19	06/27/2019	201979	4470	BANKCARD CENTER	190509(2)	Fuel for Meeting in SLC - Donia	11-41-257	.00	33.56
06/19	06/27/2019	201979	4470	BANKCARD CENTER	190509(1)	Fuel for Meeting in SLC - Donia	11-41-257	.00	37.96
06/19	06/27/2019	201980	4470	BANKCARD CENTER	190524(1)	Textedly Software	11-41-210	.00	25.00
06/19	06/27/2019	201980	4470	BANKCARD CENTER	190526(2)	Adobe Software	11-41-210	.00	31.85
06/19	06/27/2019	201980	4470	BANKCARD CENTER	190526(3)	Basecamp Software	11-41-210	.00	52.04
06/19	06/28/2019	201981	4701	ZIONS FIRST NATIONAL BANK	EFTPS 06	Social Security - FICA Deposit 0619	11-22211	.00	1,059.06
06/19	06/28/2019	201981	4701	ZIONS FIRST NATIONAL BANK	EFTPS 06	Medicare - FICA Deposit 0619	11-22212	.00	247.68
06/19	06/28/2019	201981	4701	ZIONS FIRST NATIONAL BANK	EFTPS 06	Tax Withholding - FICA Deposit 0619	11-22213	.00	418.80
Grand Totals:								.00	474,404.37

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Utility Departments of Hildale/Colorado City

Utility Board Meeting Minutes
320 East Newel Ave, Hildale Utah
Thursday, June 6, 2019 6:00 P.M.

Present: Utility Board

Board Members:	Present	Absent	Excused
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Stacy Seay			X
Michael Cawley	X		

Staff Present: Harrison Johnson, Vincen Barlow, Weston Barlow, Nathan Fischer, Ralph Johnson Jr. Mariah La Corti

Public Present: Jared Nicol, Roger Carter (court monitor)

#1 Call to Order/Roll Call

Arvin Black called the meeting to order at 6:30 pm. Roll was taken, quorum present.

#2 Prayer and Pledge of Allegiance

JVar offered a prayer, the crowd joined in the pledge of allegiance.

#3 Approval of Minutes of Previous Meetings

No corrections noted.

JVar Dutson moved to approve the minutes of the May 7, 2019 meeting.

Nathan Burnham seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Michael Cawley	X		

Motion carried.

#4 Public Comment

None

#5 Consideration of Utility Waiver Requests

None

#6 Manager Report

Harrison Johnson presented. UEP evictions are underway and may affect the department negatively in the coming months. An engineer is under contract for the water remediation plan; there was discussion on the process that was followed to make this decision. The Department will be presenting an application for a planning grant to the Division of Drinking Water on June 11th. Harrison reported on a possible security and fraudulent breach; this will be addressed in greater detail once this has been resolved. Colorado City voted to drop the water service impact fee at their last board meeting. Projects are expected as a result.

#7 Financial Report

Vincen presented. Revenues with comparison to budget and invoice register for the month ending May 31, 2019 was provided for review. The Board was warned to expect several changes before the end of the fiscal year.

#8 Consideration of Approval to Pay Bills

JVar Dutson moved to pay the bills as they become due and the funds become available.

Jason Black seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Michael Cawley	X		

Motion carried.

#9 Consideration and Possible Action on St. George Water Sales Impact Fee Refund

St. George Water Store paid the only \$11,820.00 water impact fee. Harrison feels that it would be difficult to complete any impact projects with these monies, he is asking the board if they would like to give them a refund. Board members discussed this in length.

Roger Carter recommended that the Utility Department consider this refund because no additional capital facilities are needed at this time.

Nathan Burnham moved to refund the \$11,820.00 water impact fee paid by St. George Water Sales.

Haven Barlow seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		
Sterling Jessop, Jr.	X		

Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Michael Cawley	X		

Motion carried.

#10 Consideration and Possible Action on 285 Willow Street Cross-Lot Line Variance

Harrison Johnson presented. This customer is looking to build, the Board is being asked to either allow or not allow a variance. By allowing we would extend a customer lateral into the sewer mainline located just southwest of the property. The property owner has received permission from the neighboring property owner. If approved, this agreement will be recorded as a legal document, tied to the property record.

Harrison walked the Board through the ordinance that outlines the regulations which guide this decision. Administration feels that it makes sense, is in the best interest of all parties and meets the regulatory requirements. Vance Barlow addressed the Board. He sees no reasonable option other than granting the variance, and that is his recommendation.

Willow St. is designed as a flood drainage street, so sewer main will never be put in that area. All of the other lots in the area are already hooked up to a sewer service.

JVar Dutson moved to approve the request with the stipulation that a legal agreement between the two property owners is made to the satisfaction of the Town of Colorado City.

Nathan Burnham seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Michael Cawley	X		

Motion carried.

#11 Consideration and Possible Action on FY2020 Budget

Harrison presented. A few changes were made since the last presentation to account for anticipated budget shortfalls, changeover accounts, and increased operating revenues.

JVar Dutson moved to approve the FY 2020 Budget and recommend it to the city council.

Michael Cawley seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		
Sterling Jessop, Jr.	X		

Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Michael Cawley	X		

Motion carried.

#12 Consideration and Possible Action on utility Operator Rate

Harrison presented. The current rate is \$45.00/hr. for a utility operator to perform any work for a customer that is not the departments responsibility. Harrison is recommending that this be increased to \$60.00 per hour to more accurately reflect the actual cost the utility department incurs when operators are doing this work

Nathan Burnham moved to set the Utility Operator Rate at \$60.00 per hour.

JVar Dutson seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		
Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Michael Cawley	X		

Motion carried.

#13 Consideration and Possible Action on Board Meeting Bi-Monthly Meeting Change

Harrison presented. The IGA allows for the Utility Board to meet every other month. Scheduling conflicts have caused the Board meetings to be rescheduled, inconveniencing board members. If meetings are held bi-monthly it would allow staff more time to focus on policies to address issues rather than prepare for meetings.

Each Board member was allowed an opportunity to express their opinion. Board members agreed that due to the changing demographics and water remediation issue it may be better to continue to hold meetings monthly but move them to the last Thursday of the month. At the discretion of the Chairman, the monthly meeting can be canceled if there is not enough business that month to justify meeting. Board members requested timelier packets.

Jason Black moved to move the monthly Utility Board meetings to the last Thursday of each month, effective July; in the event that there is not enough business to conduct a meeting, the Chairman may make the decision to cancel the meeting, giving the Board members at least two weeks' notice.

JVar Dutson seconded. Roll call vote:

Board Members:	Yes	No	Abstain
Haven Barlow	X		

Sterling Jessop, Jr.	X		
Ralph Johnson	X		
Arvin Black	X		
Jason Black	X		
Nathan Burnham	X		
JVar Dutson	X		
Michael Cawley	X		

Motion carried.

With no other business, meeting adjourned at 7:30 pm.

Minutes were approved at the meeting on June 25, 2019.

Vincen Barlow, Hildale City Recorder

Vance Barlow, Colorado City Town Clerk

Summary of Board Actions:

Approval of Minutes of Previous Meetings

Approval to Pay Bills

St. George Water Sales Impact Fee Refund

285 Willow Street Cross-Lot Line Variance

Approval of the FY 2020 Budget and recommend it to the City Councils

Setting the Utility Operator Rate at \$60.00 per hour

Changing monthly Utility Board meetings to the last Thursday of each month, effective July 2019



June 10, 2019

Honorable Mayor and City Council and Management
Hildale City
320 East Newel Avenue
Hildale, UT 84784

We are pleased to confirm our understanding of the services we are to provide Hildale City, Utah for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of:

Hildale City,
Hildale Colorado City Water Departments, and
Hildale/Colorado City Gas Departments

(collectively referred to hereafter as Hildale City), as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Hildale City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to Hildale City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's discussion and analysis
- 2) Schedule of revenues, expenditures and changes in fund balance – budget and actual – general fund

We have also been engaged to report on supplementary information other than RSI that accompanies Hildale City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards (if applicable)
- 2) Combining statements

Our responsibility for other information included in documents containing the entity's audited financial statements and auditor's report, if applicable, does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Honorable Mayor and City Council of Hildale City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an

audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Hildale City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Hildale City's major programs. The purpose of these procedures will be to express an opinion on Hildale City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards (if applicable), and related notes of Hildale City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance and depreciation schedules and proposed journal entries based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes, depreciation schedules, and proposed journal entries services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by the time we begin our audit.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to HintonBurdick, PLLC, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities financial statements, schedule of expenditures of federal awards, related notes, depreciation schedules and proposed journal entries, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, related notes, depreciation schedules and proposed journal entries and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, related notes, depreciation schedules, and proposed journal entries prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all schedules we normally request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to Hildale City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of HintonBurdick, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant or oversight agency for the audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HintonBurdick, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in approximately August 2019 and to issue our reports no later than December 31, 2019. Michael K. Spilker, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our price estimate for the financial audits, including out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, etc.), will not exceed \$43,000. Our price estimate for the single audit, if applicable, will be \$3,750 (based on one major program).

The above fees are based on anticipated cooperation from your personnel, timely receipt of information, and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

If requested or required, fees for additional accounting, consultation and any non-audit services will be billed separately and will be dependent on the level of service provided. If our fees for these services will be significantly more than in prior years, we will discuss the situation with you before we proceed.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our

engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Interim billings may be submitted as work progresses and expenses are incurred. In the event any statement or invoice rendered by us to you is not paid within thirty (30) days of the date of the invoice, a late charge shall be accrued on the unpaid balance at the rate of 1.5 percent per month until paid. If billings are not paid within thirty (30) days of the invoice date, at our election, we may stop all work until your account is brought current or we may withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Our liability as auditors shall be limited to the period covered by our audit and shall not extend to periods for which we are not engaged as auditors.

It is our policy to keep work papers related to this engagement for seven (7) years. Upon the expiration of the seven (7) year period, you agree that we shall be free to destroy our work papers. When records are returned to you, it is your responsibility to retain and protect your records for possible future uses, including potential examination by governmental or regulatory agencies.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to other legal remedies. If the parties are unable to resolve the dispute through mediation within sixty (60) days from the date notice is first given, then they may proceed to resolve the matter by arbitration. Such arbitration shall be binding and final. Any dispute over fees will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. In agreeing to arbitration both parties acknowledge that, in the event of a dispute each party is giving up the right to have the dispute decided in a court of law before a judge or jury and instead are accepting the use of arbitration for resolution. Costs of any mediation proceeding shall be shared equally by all parties. The prevailing party in the arbitration shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the application of the dispute in an amount to be determined by the arbitrator.

We appreciate the opportunity to be of service to Hildale City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Michael K. Spilker, CPA
HintonBurdick, PLLC

RESPONSE:

This letter correctly sets forth the understanding of Hildale City.

Management Signature (required):

Name and Title:


Christian Reasberry, City Manager

Governance Signature (optional):_____

Name and Title:_____

CONTRACT CHANGE ORDER					ORDER NO. 1		
CONTRACT FOR: Utah Avenue Safe Routes to Schools Project					DATE: 7/2/2019		
OWNER: Hildale City							
CONTRACTOR:							
You are hereby requested to comply with the following changes from the contract plans and specifications. The following Bid Items will be revised on the Contractor's Bid Schedule							
Bid Item	Description of Changes (Supplemental Drawings & Specifications Attached)	Qty	Unit	Unit Price	Decrease in Contract Price	Increase in Contract Price	
16	Curb and Gutter (Uzona Ave) Ground Prep Work	1622	LF	\$ 26.00	\$ 42,172.00	\$ 42,172.00	
17		1	EA	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
TOTALS						\$ 43,372.00	
NET CHANGE IN CONTRACT PRICE							
JUSTIFICATION:							
The amount of the Contract will be increased/decreased by the sum of:					\$ 43,372.00		
					DOLLARS		
The Contract total including this and previous change orders will be:					\$ 199,072.85		
					DOLLARS		
The Contract period provided for completion will (increase)							
Previous Contract Total Cost:					\$ 155,700.85		
					DOLLARS		
This document will become a supplement to the Contract and all provisions will apply thereto.							
Requested (OWNER) _____ Date: _____							
Recommended (ENGINEER) _____ Date: _____							
Accepted (CONTRACTOR) _____ Date: _____							

BILL OF SALE AND ASSIGNMENT AGREEMENT

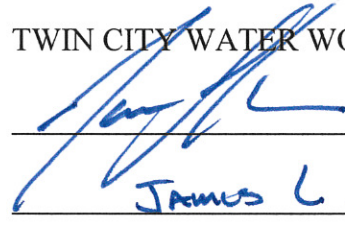
This Bill of Sale and Assignment Agreement (the "Agreement") is entered into by and between TWIN CITY WATER WORKS, INC., a Utah nonprofit corporation ("Seller") and the CITY OF HILDALE, a Utah municipal corporation ("Buyer"), effective as of the later of the dates set forth below (the "Effective Date"). Throughout this Agreement either Seller or Buyer may be referred to individually as a "Party," and they may be referred to collectively as the "Parties."

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, conveys, transfers and assigns to Buyer all the personal property described in Schedule A attached hereto (the "Transferred Property"), and Buyer hereby accepts the same.
2. Seller hereby covenants that it will promptly execute and deliver to Buyer any other instruments, and perform any other acts, as Buyer may reasonably request in writing and as necessary to vest in Buyer all rights and title to, and enjoyment of the assets intended to be transferred or assigned hereby.
3. Seller warrants that its signatory below has full and complete authority to bind Seller, that all necessary consents for this transaction have been obtained, that Seller possesses the necessary power and authority to bind itself, and there exist no outstanding agreements, restrictions, or prohibitions, oral or written, express or implied, that would prevent or inhibit Seller's execution and consummation of this Agreement.
4. Buyer covenants that it will retain and use the Transferred Property for the purpose of providing municipal water to the residents of Hildale and Colorado City in a neutral and non-discriminatory manner. Buyer further covenants that it will not use the Transferred Property for any other purpose. Buyer shall not sell, lease, encumber, or otherwise transfer the Transferred Property, but shall retain and use the Transferred Property for the purpose of providing municipal water to the residents as set forth herein. The Parties agree that, if a court of competent jurisdictions finds that Buyer has failed to comply with any covenant contained in this Section 4, or that Buyer has sold, leased, encumbered, or otherwise transferred the Transferred Property, or used the Transferred Property for any purpose other than providing municipal water to the residents, then the court shall enter an order transferring the Transferred Property to the United Effort Plan Trust, which is a Utah nonprofit trust.

[SIGNATURE PAGE FOLLOWS]

TWIN CITY WATER WORKS, INC.

BY:


James L. Spaulding

ITS:

Authorized Agent

CITY OF HILDALE

Donia Jessop, Mayor

ATTEST:

Vincen Barlow, City Recorder

SCHEDULE A

TRANSFERRED PROPERTY

Jan's Spring (N 1501 ft W 1228 ft from SE cor, Sec 21, T 43S, R 10W, SLBM*), including bore hole, casing, piping, valves, fittings, metering devices, etc.

Maxwell Spring A (N 1879 ft E 1103 ft from SE cor, Sec 21, T 43S, R 10W, SLBM*), including bore hole, casing, piping, valves, fittings, metering devices, manhole, etc.

Maxwell Spring B (N 1871 ft E 1243 ft from SE cor, Sec 21, T 43S, R 10W, SLBM*), including bore hole, casing, piping, valves, fittings, metering devices, manhole, etc.

Maxwell Spring C (N 2117 ft E 1548 ft from SE cor, Sec 21, T 43S, R 10W, SLBM*), including bore hole, casing, piping, valves, fittings, metering devices, etc.

Maxwell Spring D (N 1657 ft E 2372 ft from SE cor, Sec 21, T 43S, R 10W, SLBM*), including bore hole, casing, piping, valves, fittings, metering devices, etc.

Maxwell Spring E (N 1620 ft E 1598 ft from SE cor, Sec 21, T 43S, R 10W, SLBM*), including collection pond, catchment screen, valve etc.

Water system connected to Jans and Maxwell springs, including two above-ground tanks, one buried tank, and plastic or steel distribution pipes as described in BLM Grant UTU-91229.

Any and all additional wells, water rights, and related equipment, such as well casings, pumps, and other equipment used in extracting and providing water, which are presently owned by Seller in Utah.

* ALL LOCATIONS LISTED ARE APPROXIMATE

RELEASE AND TERMINATION AGREEMENT

This Release and Termination Agreement (the "Agreement") is entered into by and between the CITY OF HILDALE, a Utah municipal corporation (the "City") and TWIN CITY WATER WORKS, INC., a Utah nonprofit corporation ("TCWW"), effective as of the later of the dates set forth below (the "Effective Date"). Throughout this Agreement either the City and TCWW may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City has purchased bulk water from TCWW since 1996;

WHEREAS, the Parties have entered into various agreements to govern their relationship, including the following (the "Agreements"):

Agreement for Sale of Certain Franchise and Water System Assets and Supply of Bulk Water dated February 14, 1996;

Water Distribution System Operation and Maintenance Agreement dated February 14, 1996;

Agreement for Sale of Bulk Water dated February 18, 2010;

Agreement for Sale of Bulk Water dated December 20, 2010;

Well Use Agreement dated September 9, 2014;

WHEREAS, TCWW has separately agreed to convey certain water rights, wells and related equipment to the City, which have heretofore supplied the bulk water purchased under the Agreements; and

WHEREAS, upon completion of the transfers to the City, the Agreements will have fulfilled their purpose, and the Parties now intend to terminate all their contractual relationships.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Termination.** The Parties agree that each of the Agreements, together with any and all amendments and extensions thereto, is hereby terminated and without further effect, and that neither Party shall have any further obligations thereunder.
- 2. Mutual Release.** Each Party furthermore agrees to release and forever discharge the other, including without limitation agents, officers, employees, and insurers, from any and all claims, liability, causes of action, both known and unknown, whether accrued now or in the

future, and all other damages whatsoever resulting or in any way relating to or arising out of that other Party's performance or non-performance of its obligations under any of the Agreements, but with the qualification that this release shall not apply to intentionally tortious conduct by either party.

3. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter contained herein and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the Parties whether verbal or otherwise.

4. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective affiliates, heirs, legal representatives, successors and assigns.

5. Authority of Signers. The Parties each warrant that the signatories to this Agreement have full and complete authority to bind their respective entities, that all necessary consents for this transaction have been obtained, that each Party possesses the necessary power and authority to bind itself, and there exist no outstanding agreements, restrictions, or prohibitions, oral or written, express or implied, that would prevent or inhibit the execution and consummation of this Agreement.

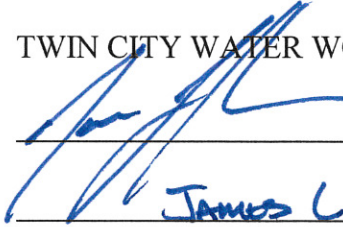
6. Counterparts. This Agreement may be executed in counterparts. Signatures on any such counterpart, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

IN WITNESS HEREOF, the parties hereto have executed this Agreement through their authorized representatives on the dates set forth below.

[SIGNATURE PAGE FOLLOWS]

TWIN CITY WATER WORKS, INC.

BY:


James L. Spindlov

ITS:

Authorized Agent

CITY OF HILDALE

Donia Jessop, Mayor

ATTEST:

Vincen Barlow, City Recorder

TRANSFER AND ASSIGNMENT AGREEMENT

This Transfer and Assignment Agreement is entered into by and between Twin City Water Works, Inc., a Utah nonprofit corporation ("Assignor") and City of Hildale, a Utah municipal corporation ("Assignee"), effective as of the later date set forth below.

WHEREAS, Assignor has agreed separately to convey all its title and interest in certain water rights, springs, wells, and related equipment to Assignee (the "Transferred Property");

WHEREAS, the parties anticipate the Transferred Property will become a part of Assignee's municipal water system, and will require ongoing management, maintenance, and regulatory compliance; and

WHEREAS, the parties mutually intend that Assignee should have all necessary information at its disposal to fulfill its obligations with regard to the Transferred Property.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Business Records. Assignor hereby agrees to transfer and assign all of Assignor's ownership and/or interest in business records that it maintains with regard to the engineering, design, construction, inspection, location, maintenance, repair, and regulatory compliance of the Transferred Property, including without limitation plans, drawings, specifications, studies, reports, tests, assessments, surveys, maintenance and repair logs, and GIS files, to Assignee promptly after executing this Agreement.

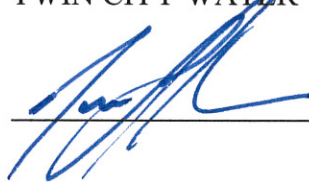
To the extent that any of these records are in the possession of a third party, Assignor expressly authorizes such third parties to deliver such records to Assignee upon request.

Assignor may retain copies of any business records transferred to Assignee under this section.
2. Regulatory Approvals. Assignor hereby agrees to transfer and assign all of Assignor's right and/or interest in regulatory approvals, licenses, permits, and certifications with respect to the Transferred Property, including without limitation DEQ operating permits.
3. Contractual Rights. Assignor hereby agrees to assign all of Assignor's right to demand and receive performance of any contractual obligations, written or oral, express or implied, on the part of any third party to convey Utah water rights to Assignor in addition to the Transferred Property to Assignee, or to pay money on behalf of Assignor to the State of Arizona.
4. Cooperation. The parties agree to cooperate in good faith and to take any and all reasonable actions to accomplish the purposes of this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement through their authorized representatives on the dates set forth below.

[SIGNATURE PAGE FOLLOWS]

TWIN CITY WATER WORKS, INC.



BY: JAMES L. SPENCE

ITS: AUTHORIZED AGENT

CITY OF HILDALE

Donia Jessop, Mayor

ATTEST:

Vincen Barlow, City Recorder

**A RESOLUTION AMENDING THE HILDALE CITY PERSONNEL POLICIES
MANUAL TO INSTITUTE BEREAVEMENT LEAVE**

WHEREAS, Hildale City has established personnel policies to apply to all City employees excluding elected officials, which are compiled in the Hildale City Personnel Policies Manual;

WHEREAS, City employees who experience a death in the family currently must take personal leave time to attend funerals and other observances, which can constitute a significant burden on employees during a personally challenging time; and

WHEREAS, the Council finds it reasonable and prudent for efficient operation of the City and the mental well-being of City employees to offer bereavement leave as a benefit of employment.

NOW THEREFORE, be it resolved by the Mayor and City Council of Hildale City, Utah as follows:

Section 1. The July 2019 revision of the Hildale City Personnel Policies Manual is hereby adopted, instituting bereavement leave as a benefit of employment to all City employees.

Section 2. A copy of the Hildale City Personnel Policies Manual shall be made available to all interested persons in the office of the City Recorder, and shall be provided forthwith to all City employees;

Section 3. This Resolution shall become effective immediately after adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF HILDALE CITY, UTAH, ON
THIS _____ DAY OF _____, 2019 BY THE FOLLOWING VOTE:**

		YES	NO	ABSTAIN	ABSENT
Lawrence Barlow	Council Member				
Stacy Seay	Council Member				
JVar Dutson	Council Member				
Maha Layton	Council Member				
Jared Nicol	Council Member				

Donia Jessop, Mayor

ATTEST:

Vincen Barlow, City Recorder

HILDALE CITY

P.O. Box 840490
Hildale, UT 84784
Phone: 435-874-2323 - Fax: 435-874-2603



PERSONNEL POLICIES MANUAL

Revised July 2, 2019

NAME: _____

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Policy 1. General Purpose, Policy, and Objectives

Section 1. Purpose

These policies and guidelines are designed to assist City employees in understanding the employee practices and benefits in effect at the City at the time of their adoption. This Policy Manual does not imply or express a contract, and the City reserves the right at any time to amend, change, or discontinue the practices and benefits described in these documents at its sole discretion. Any policies and procedures previously adopted and now inconsistent with the policies herein set forth shall no longer be effective.

Section 2. Objectives

These Personnel Policies are to provide incentives and conditions of employment to promote efficiency, economy and public responsiveness in the operation of the City; and, also to provide that the tenure of employees covered by these policies shall be subject to proper conduct on the job, the satisfactory performance of work, to ensure, protect and clarify the rights and responsibilities of employees, and to provide a uniform system of personnel administration.

Section 3. Applicability and Interpretation of Personnel Policies

These Policies shall apply to all Hildale City employees excluding elected officials. All employees, as a condition of hire, shall familiarize themselves with these Employee Policies and abide by them. The City Manager is responsible for the interpretation and enforcement of the personnel policies.

Policy 2. Definition of Terms

The following terms although not all inclusive, whenever used in the policies, shall be defined as follows:

Accrual

The number of hours of leave that have been earned to date or allocated but not earned (such as in the annual allotment of sick leave) and are available to be used by an employee with supervisory approval.

Anniversary Date

Annual re-occurrence of the date on which an employee was hired.

Appointment

The act of filling a position.

At-Will

An employee or the City may terminate the employment relationship at any time with or without cause or notice. The City also has the right to discipline, transfer, or demote an employee at any time, with or without reason, at its sole discretion. At-will status includes all employees except as specifically provided other rights by individual contract.

Compensatory Time

Accrued time off from work in lieu of monetary payment for overtime work performed over the standard work period. Compensatory time is accrued at a rate of one and one-half hours per each hour worked and must be paid upon separation from the City.

Demotion

The movement of an employee from a position currently held to another position resulting in a lower salary range.

Department Head

Those officers or employees who are appointed and/or employed as the principal employee of a department or stand alone division for the discharge of duties provided by law or of a particular delegated function as indicated on the organizational chart.

Employee

A person who is paid a wage, salary, or stipend from public monies in accordance with official entries on the City payroll except for City Council members. All employees are employed at-will. Employment may be terminated at any time for any reason not expressly prohibited by law.

Exempt (Salaried Employee)

Employees who, due to the nature of their employment with the City, are exempt from overtime compensation as defined and governed by the Fair Labor Standards Act (FLSA).

Flextime

The temporary adjustment of an employee's daily work schedule.

Full-time

A position designated as full-time and regularly scheduled to work 32 hours or more per week.

Grievance

A grievance is a written statement from an eligible employee expressing an alleged violation of a specific policy or procedure of the City regarding the employee's wages, hours of work, or working conditions.

Harassment

Harassment is defined as any conduct, which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Harassment based on an individual's legally protected status such as, but not limited to, race, color, gender, national origin, religion, age, or disability will not be tolerated.

Harassment that is "legal but lousy" behavior (such as, but not limited to, general bullying or use of nicknames that are not appreciated by the individual employee) is also not acceptable.

Human Resources Department

The City Manager, Mayor and the City Recorder's Office collectively administer the provisions of the Personnel Policies not specifically reserved to the City Council or others. The City Manager is responsible for interpreting the personnel policies and regulations, authority to review hiring, firing, transferring, promoting, demoting, suspending, and reinstating employees, management of the compensation and performance evaluation systems. The City Recorder's Office is responsible for maintaining financial, health and personnel records.

Lay-off

The separation of an employee due to shortage of funds, curtailment of work for any reason, elimination of position, a material change in duties, or for any other reason that is not expressly prohibited by law. A decision to layoff an employee is not related to fault, delinquency, or misconduct on the part of the employee.

Non-Exempt (Hourly Employee)

Employees who, due to the nature of their employment with the City, are paid on an hourly basis, and are eligible for overtime compensation as defined and governed by the Fair Labor Standards Act. (FLSA)

Overtime Work

Authorized time worked by non-exempt (hourly) employees in excess of the established forty (40) hour or eighty-six (86) hour work period, as defined by state and federal law, and City Policy. Overtime is paid at a rate of one and one-half times the employee's regular hourly rate. (see "Work Period" definition)

Part-time

A position designated as part-time and regularly scheduled to work less than 32 hours per week. Part-time positions are not eligible for benefits other than those provided for herein or mandated by law.

Personal Leave

Time off with pay granted by the City to career status and probationary employees for sickness, vacation or any other personal reason.

Performance Evaluation

The periodic written evaluation of an employee's work performance (i.e. prior to the completion of the probationary period).

Probationary Period of Employment

A six-month period of time following initial, employment, promotion, re-employment transfer or demotion appointment. This period of time is provided to demonstrate ability to satisfactorily perform the requirements of the job and other employment qualities. During the probationary period, an employee may have employment terminated for any reason without recourse to the appeal procedures. An introductory period may be extended with appropriate authorization by the City Manager.

Promotion

The movement of an employee from a position in one salary range to a position having a higher salary range.

Reinstatement Appointment

The appointment of a person who has been laid off and which is made as a result of his/her former position being reinstated.

Separation

The termination of employment for any reason, whether initiated by the City or by the employee.

Suspension

The temporary separation from employment of an employee with or without pay for disciplinary purposes. (May be referred to as Administrative Leave)

Unpaid Absence

An non-disciplinary absence, generally initiated by the employee, that is not compensated as accrued personal leave, holidays, paid emergency absences, or other authorized paid leaves of absence; commonly referred to as "no pay" or "leave without pay".

Work Period

A fixed and regularly recurring period upon which overtime compensation may be calculated. Currently, the work period for most non-exempt employees is defined as 40 hours running from 12:00 a.m. Sunday to 11:59 p.m. the following Saturday.

The work period for non-exempt public safety employees who work Police and Dispatch shifts, is defined as 86 hours in fourteen consecutive days, running from 12:00 a.m. Sunday to 11:59 p.m. the following fourteenth day (Saturday), and does not necessarily correlate to pay period.

Policy 3. General Provisions

Section 1. Professional and Personal Conduct

The expected standard of conduct of all employees of Hildale City shall be of the highest standards in both their official conduct and their private conduct, insofar as it affects job performance. The tenure of every employee shall be conditioned on proper conduct on the job and satisfactory performance of duties. City employees shall be independent, impartial and responsible to regulate his/her own conduct in a positive, productive, and mature way. Supervisors shall manage in an effective, considerate manner and subordinates will follow instructions in a positive cooperative manner. (See Policy 19 – Other Professional Conduct)

Section 2. Equal Employment Opportunity

Hildale City provides equal employment opportunities, in accordance with applicable local, state and federal laws, to all employees and applicants for employment without regard to race, color, political or religious affiliation, gender, national origin, age, or disability.

Policy 4. Recruitment and Selection

Section 1. Policy Statement

It is the policy of Hildale City to insure that all position vacancies are filled with qualified, competent individuals who are well suited to perform in the position for which they are employed.

Section 2. Application Forms

All job applicants must complete an application form prescribed by the City. Applications must be signed by the person submitting the application and become the property of the City.

Section 3. Recruitment and Selection Process

The City Recorder shall post notices of all position vacancies in at least three established public places. In addition, information on position vacancies may be sent to local newspapers, community recruitment sources, and applicable publications to insure reaching qualified prospective applicants.

All job announcements shall indicate that the City is an "EQUAL OPPORTUNITY EMPLOYER." All position vacancies shall be open for accepting applications for a minimum of seven (7) calendar days.

The City may recruit applicants for vacant positions from outside or from existing employees simultaneously if it is in the best interests of the City to do so. Any employee who meets the minimum qualifications for the position may apply for appointment to a vacant position. Probationary employees may apply for appointment to a vacant position with the approval of their department head.

All applications submitted for a position vacancy shall be reviewed by a Selection Committee consisting of the position Supervisor, the City Manager, and the Mayor (or elected official), for evaluation of qualifications based on the applicant's skills and experience as related to the position for which he/she has applied. The immediate Supervisor shall act as the Selection Committee Chairperson.

The selection process may consist of, but is not limited to, evaluation of application material, oral interviews, written examinations, performance tests, assessment centers, physical ability tests, probationary periods or any other appropriate screening techniques or measure of fitness.

The City reserves the right to waive formal procedures and advertising to hire or make appointments on a temporary basis in emergency situations, as necessary to maintain the peace, health and welfare of the citizens of Hildale City. Temporary appointments shall not exceed ninety (90) days unless authorized by Council.

Policy 5. Appointments, Status, and Probation

Section 1. Types of Positions

Each position in the City service shall be identified by one of the following categories:

Full-time - A full-time position is one in which an employee is assigned to work 32 hours or more each week on a recurring basis.

Part-time - A part-time position is one in which an employee is generally scheduled to work less than thirty-two (32) hours per week on a recurring basis .

Seasonal - A seasonal position is one in which an employee is employed to meet regular recurring seasonal needs and may not work more than six (6) months in a twelve (12) month period. May also be a Temporary position.

Intermittent - An intermittent, temporary, or per diem position is one in which an employee works as needed and which requires a large degree of flexibility in the number of hours worked either on a daily, weekly, monthly, or annual basis.

Contractual - A contractual position is one in which an employee receives compensation and other benefits as provided for an individual contract negotiated between the employee and the City.

Section 2. Employee Status

Every employee in the City service shall hold one of the following status identifications determined by position characteristics, probation requirements, or both:

1. Initial probationary status
2. Full time (Career) status
3. Transitional probationary status
4. Part time (Non-career) status

Section 3. Probationary Period of Employment

Probationary periods shall be regarded as integral parts of the recruitment and selection process and shall be utilized for close observation of the employee's work, performance of duties, job dedication and for securing the most effective adjustment of a new employee to the position and to separate or demote an employee whose performance does not meet required standards.

Initial probationary status - Every person when first appointed or re-employed to a full-time or part-time position shall hold initial probationary status for six (6) months actual service, measured in calendar days, irrespective of whether the position has a full-time or part-time work schedule. An employee in initial probationary status may be separated at any time with or without cause.

Extension of a probationary period - At the request of a Department Head, the City Manager may approve the extension of a probationary period up to six (6) months actual service if the City Manager considers an extension is in the best interest of the City (i.e. absences continued more than two calendar weeks).

Transitional probationary period - Every employee who is promoted, transferred or voluntarily demoted shall hold transitional probationary status for the full probationary period of the new position where a probationary period is required, unless waived by the Department Head and City Manager. Reinstatement appointments may not be required to serve a new probation period. An employee in transitional probationary status may be separated at any time with or without cause.

Exempt - Employees in the City service who are appointed to limited, intermittent, seasonal, or contractual positions shall not serve a probationary period, and include the City Manager, City Attorney, City Marshal, and Presiding Magistrate.

Separation, extension or completion - After discussion with, and recommendation of the City Manager, the Department Head is responsible for notifying the probationer and the City Manager of an employee's separation, probation extension or completion of probationary period. Notification to the City Manager shall be at least two (2) weeks

prior to the action and completion of the probationary or transitional probationary period. An employee who is separated in transitional probationary status has no right to return to his/her former position.

Grievance or appeal – Employees in probationary status may not grieve or appeal any decision relating to his or her employment, including dismissal, except for alleged unlawful discrimination as provided in Policy 17, Grievance and Appeal Procedures.

Employees who have completed initial probationary status:

1. May file a grievance or appeal for the reasons specified in Policy 17, Grievance and Appeal Procedures.
2. May receive reinstatement appointments without serving a new probationary period.

Section 4. Reassignments

A Department Head may assign or reassign an employee at any time to any position within the same department. A reassignment may affect the status of the employee involved.

Section 5. Exempt and Nonexempt Personnel

At the time an individual begins employment with the City he/she shall be designated exempt or nonexempt in accordance with the Fair Labor Standards Act (FLSA). Unpaid trainees, independent contractors, and volunteers such as board and commission members, elected officials, volunteer police, and other volunteers shall be excluded from this process because they are not employees of the City (non-covered under FLSA)

Exempt Employees - Executive, administrative, or professional employees who meet the criteria established by the FLSA as amended, are exempt from overtime pay. Also certain seasonal recreational employees can be considered exempt from specific provisions. Offices and positions to be considered exempt shall include the following: Persons appointed City officers by the Council and who serve at the pleasure of the Council. Such officers include but are not limited to the City Recorder, City Attorney, City Marshal, City Magistrate, and Public Works Director; Positions designated as Department Heads by the Council.

Notwithstanding any other provision of these Personnel Policies or any other policy of Hildale City, all executive, administrative and professional employees shall receive a salary that is not subject to deduction for absences of less than one (1) day.

Nonexempt Employees - Nonexempt employees are paid employees who do not meet the FLSA criteria for exempt employees. Individuals in these positions must be

compensated at time and one-half their regular rate of pay for all hours worked in excess of the designated work period. Nonexempt employees shall be compensated for overtime in accordance with Policy 8, Overtime.

Policy 6. Attendance and Leaves

Section 1. Attendance

Employees shall be in attendance at their work in accordance with the policies regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees. Flexible work schedules may be established by Department Heads. Some departments or individuals will have work days and hours which vary from the standard.

Work Period: Absenteeism and tardiness result in a burden on other employees and on the City's overall operations. Each employee will have a designated time for reporting to work and for leaving from work. These times will be fixed by Department Heads or their designees and communicated to the employee. Unsatisfactory attendance may result in disciplinary action, up to and including termination as appropriate.

Absent Without Leave: An employee shall be considered absent without leave when absent for seven (7) or more working days without authorization for leave, and is automatically considered to have resigned except when extenuating circumstances are found to have existed.

Section 2. Annual Personal Leave

It is the policy of Hildale City to grant leave for the purposes of either illness, injury or vacation so that its employees will be benefitted mentally and physically by periods of rest and relaxation and so that an illness or injury will not impose a great financial hardship on employees. Personal leave is considered health or vacation leave time without differentiation. Any additional time/days must be credited against accrued compensatory time or leave without pay.

Leave Credits: All employees shall be granted personal leave with pay except the following:

1. Employees who work on a volunteer basis.
2. Employees who work less than an average of 20 hours per week.

Upon initial hire, each eligible employee shall be credited with forty (40) hours of personal leave time and shall accrue thereafter leave time at the rate specified in this

policy. All personal leave for vacation is to be taken at the convenience of the Department and shall be approved in advance by the Department Head or his/her designee. Written documentation of the leave time shall be provided to the Finance Department.

Accumulation: Leave credits shall not be allowed to accumulate in excess of 240 hours at the first of January of any calendar year. Any carryover of leave credits in excess of 240 hours at the first of January of any calendar year becomes void at that time. It is the responsibility of the employee to schedule his/her personal leave time in compliance with departmental workloads and needs. Employees granted personal leave time are required to take a minimum of twenty-four (24) hours leave time annually. The twenty-four (24) hours will be forfeited and deducted from the leave credits if not taken by the end of any calendar year.

The annual personal leave policy is as follows:

Completed Years of Service	Annual Hours Per Year
Less than 1 year	80
1 to 3 years	104
4 to 6 years	120
7 to 8 years	144
9 to 10 years	160
11 to 14 years	184
15 years and over	200

Leave credits will be pro-rated for employees who work between 20 to 40 hours per week. Personal leave shall not be granted in advance of accrual.

Transfer Hours: Employees who wish to assist co-workers during times when those co-workers have FMLA qualifying events or deaths, may donate leave hours to the co-worker who qualifies.

Separation: Employees who are separated will have their current year personal leave allocation pro-rated to reflect earned leave time for actual time worked. The value of leave time used but unearned will be deducted from final pay.

Payout: The City offers a payout upon separation of employment. The payout consists of paying 50 percent of the value of all accumulated leave up to 320 hours.

Section 3. Bereavement Leave

Employees will be granted up to three days of paid bereavement leave upon the death of a close family member. "Close family member" is defined for purposes of this section to include spouses, domestic partners, parents, siblings, children, grandparents,

grandchildren, aunts, uncles, nieces and nephews, as well as relations of the same degree that are “in-law,” “step” or “half.”

Bereavement leave will be paid according to the employee’s regularly scheduled hours, or consistent with an average of hours worked over the prior three pay periods if the employee does not have a regular schedule, and may be supplemented with accrued personal leave time if approved by the Department Head or his/her designee, in accordance with Section 2, Annual Personal Leave.

Section 4. Military Leave

Military leave shall be granted in accordance with the provisions of Federal and State law. All employees entitled to military leave shall give their supervisors notice of the need for leave as soon as possible within the limits of military regulations.

Members of the National Guard will be granted military leaves of absence without loss of time, pay rating, on all days during which they are on training duty under orders with any branch of the armed forces of the United States, for a period of not to exceed 30 days in any two consecutive calendar years. The period of time spent in training under orders shall not be deducted from the personal leave time with pay to which any officer or employee is otherwise entitled. Personal leave time will not accrue during active duty service.

Section 5. Leave of Absence without Pay

The department head, through the City Manager, may grant an employee a leave of absence without pay for not more than six (6) months in a 12-month period. (i.e. health recovery) The approval shall be in writing. Ten (10) days prior to the expiration of a regularly approved leave or within ten (10) calendar days after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of an employee on leave to report to duty upon expiration of the leave, or within ten (10) calendar days after notice to return to duty shall be cause for discharge. Employees on unpaid leave of absence shall not accrue leave or be entitled to benefits unless required by law.

Section 6. Leave with Pay

Upon determination by the Department Head through the City Manager leave with pay for sufficient cause (i.e. educational training or special hardship) may be granted to career status employees up to and including fifteen (15) consecutive working days or twenty (20) total working days in any twelve-month period. Leave with only group health benefits maintained during the leave may be approved for up to three (3) months in a 12-month period. More extended periods of leave with pay may not be granted except by express approval of the Department Head and City Manager.

Section 7. Administrative Leave (Suspension)

Employees may be placed on paid administrative leave while conduct is being investigated and/or possible disciplinary action is being contemplated or the employee is undergoing fitness for duty exams and while the City is awaiting the results of such exams. Employees on paid administrative leave are subject to all of the Personnel Policies while on administrative leave and may be required to report to their supervisor on a regular basis.

Section 8. Jury Leave

Employees who are regularly scheduled to work 20 hours or more in a week and who are called to meet an obligation as a citizen by serving on juries, will be granted time off with pay for jury duty, unless serving on their regularly scheduled days off. Compensation from the court, received by the employee, including mileage fees, will not be deducted from the employees salary in an effort to encourage participation and to support the court system in an ever difficult task of finding qualified jurors.

Section 9. Subpoena Leave

Employees who are regularly scheduled to work 20 hours or more in a week shall be excused without compensation from their duties when required to appear before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority. If the subpoena or other order of the court appearance is City related, the employee will be reimbursed at full salary for work hours missed, regardless of other compensation for attendance.

Section 10. State Legal Holidays

State Legal holidays Per ARS § 38-608 and Utah Code § 63G-1-301 are:

- | | |
|---------------------------------|-----------------------------------|
| 1. January 1 st | "New Year's Day" |
| 2. Third Monday of January | "Dr. Martin Luther King, Jr. Day" |
| 3. Third Monday of February | "Washington and Lincoln Day" |
| 4. Last Monday of May | "Memorial Day" |
| 5. July 4 th | "Independence Day" |
| 6. July 24 th | "Pioneer Day" |
| 7. First Monday in September | "Labor Day" |
| 8. Second Monday in October | "Columbus Day" |
| 9. November 11 th | "Veterans' Day" |
| 10. Fourth Thursday in November | "Thanksgiving Day" |
| 11. December 25 th | "Christmas Day" |

When a state legal holiday falls on a Saturday, the preceding Friday will be considered a holiday. When a state legal holiday falls on a Sunday, the following Monday will be considered a holiday. Employees on paid leave when a state legal holiday occurs, shall receive no additional pay, but shall not be charged Personal Leave for that day. Employee leave time will be governed by Section 2. Annual Personal Leave.

Holiday Pay: For purposes of this section a holiday is considered to be 8 hours. Public Safety and other essential service employees (i.e. police officer and dispatcher) might be required to be on duty on state legal holidays in the interest of public health, safety, or general welfare of the City. A public safety employee who works on a holiday, or whose regular day off falls on a holiday, shall receive one additional leave day for each such holiday.

Section 11. Meal and Rest Periods

Meal Period: Generally, it is the intent of the City that every employee be scheduled in a manner that includes an unpaid meal period of at least 30 minutes near the middle of the work shift. Employees shall not perform any duties nor eat meals at their usual workstation during the unpaid meal period. Such employee shall not have the unpaid meal period restricted in any manner, unless the meal period is paid.

Rest Period: Employees may be granted two separate rest periods or "breaks" of fifteen (15) minutes each during a work shift. Rest periods shall be counted as time worked. Rest periods may be combined or "banked" so as to provide an extended rest or lunch period, but shall not be used to shorten the workday. Compensatory time or overtime pay shall not be granted for rest periods not received or taken or for work performed during the rest period. Employees assigned to tasks that allow refreshments and personal comfort interruptions as needed may not need a formal rest period.

Section 12. Family and Medical Leave Policy

To the extent the Family Medical Leave Act (FMLA) applies, eligible employees are provided with up to 12 workweeks of job protected leave in a twelve-month period and requires group health benefits to be maintained during the leave as if employees continued to work instead of taking leave. An employee may be eligible to have his/her leave designated as FMLA leave when attending to the birth, adoption, or foster care placement of a child or to attend to their own serious health condition or the serious health condition of the employee's parent, spouse, son, or daughter.

- **Serious Health Condition:** an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical care facility or any subsequent treatment in connection with such in-patient care or continuing treatment by a health care provider.

- **Examples Not Meeting FMLA:** Per the FMLA, examples of situations that do not normally meet the definition of a serious health condition are; conditions for which cosmetic treatments are administered, the common cold, the flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc.
- **Eligible Employees:** Eligible employees are those who have been employed by the City for at least 12 months and have worked (including paid absences) for a period of not less than an average of 20 hours per week during the preceding 12 months.
- **Leave Time:** Eligible employees are allowed to have up to 12 weeks of unpaid leave designated under FMLA in a 12-month period. The 12-month period will be computed as a rolling 12-month period measured backward from the date leave is used. After personal leave time or compensatory time in lieu of overtime is exhausted, any remaining time during the 12-week period will be considered leave without pay.
- In the case where both husband and wife are employees of the City, twelve weeks of leave designated as family and medical leave may be used by each employee in any 12-month period for any event qualifying under the FMLA.
- **FMLA Notice:** An employee wishing to have leave designated under the FMLA must give his or her Department Head thirty (30) days advance notice where practical or when the leave is foreseeable. The notice may be verbal and the Department Head shall document the request for leave and provide a copy to the City Manager. If it is necessary that the leave begin in less than thirty (30) days, the employee must provide such notice as is practical.
- **FMLA Designation:** It is the responsibility of the City to designate leave, paid or unpaid, as qualifying under the FMLA. The City may inquire further if the employee does not provide enough information to enable the City to designate the leave under the Act.
- **Certification of Health Condition:** The City may require that designated leave related to a serious health condition be supported by a certification issued by the health care provider of the employee, employee's spouse, daughter, son, or parent, as appropriate. A copy of this certification shall be provided to the City Recorder within fifteen (15) calendar days of the request for certification. The certification must include the following:
 - The date on which the serious health condition commenced;
 - The probable duration of the condition;
 - The appropriate medical facts within the knowledge of the health care provider regarding the condition;

- A statement that the employee is needed to care for the daughter, son, spouse, or parent as appropriate.
 - An estimate of the amount of time that the employee is needed to care for the daughter, son, spouse, or parent as appropriate.
- Failure to provide certification within fifteen (15) calendar days may result in denial of leave designated under the FMLA until a certification is provided. The City Manager may require the employee to obtain subsequent recertification on a reasonable basis.
 - **FMLA Status:** The employee on leave designated under the FMLA must notify his/her Department Head of his/her status and intention to return to work at the conclusion of every fourth week of leave.
 - **Medical Records:** All records or documents provided by a health care provider in response to a request to verify the necessity of leave designated under the FMLA shall be maintained in separate files and treated as confidential medical records.
 - **Health Insurance Coverage:** Employees on leave designated as family and medical leave will continue to receive the same group health coverage they had while in paid status with the condition that it shall be the responsibility of an employee on unpaid leave which has been designated as family and medical leave to provide those payments necessary to maintain health insurance coverage, unless leave with pay (Section 7) has been approved for up to a maximum of 3-months.
 - **Returning Health Care Certification:** An employee who has taken leave for his/her serious health condition shall present to the department head, on or before returning to work, a certification from the employee's health care provider that the employee is able to resume work. This certification should include any limitations on performance of duties the employee might have.
 - **Reinstatement:** Upon return from leave designated as family and medical leave an employee shall be returned to the same position or an equivalent position. An employee need not be reinstated if the employee would not otherwise have been employed at the time reinstatement is requested.
 - **Qualification:** When an employee returning from leave designated as family and medical leave is not qualified or able to perform the essential functions of the position to which the employee was returned, the employee shall be given a reasonable opportunity in which to become qualified or seek accommodation.
 - When an employee returning from leave designated as family and medical leave is not able to perform the essential functions of the position to which the employee is returned, the employee may be disqualified.

- **Investigation:** The City may investigate the use of family and medical leave designation. Misuse of family and medical leave designation shall be cause for disciplinary action up to and including dismissal.

Policy 7. Separation other than Dismissal

Section 1. Layoff

When, in the judgment of the City Manager, it becomes necessary to reduce the number of employees in a specific job classification due to lack of work or funds, the City may lay off any employee holding such position by classification. The City Manager, in consultation with the City Mayor and the department head shall determine the number and classes of employees to be laid off. An employee being laid off will receive a minimum notice of two (2) weeks.

Section 2. Resignation

An employee wishing to leave City employment in good standing shall submit a written resignation with their immediate supervisor at least two (2) weeks in advance, unless such time limit is waived by the Department Head and City Manager. An "exit interview" may be arranged with the City Manager and/or his/her designee.

In addition, such employee must return all City resources (i.e., ID cards, keys, equipment, etc.) by or on his/her final working day and finish his/her employment in a professional manner. A supervisor may approve the use of leave time during the resignation notice period; however, the City may, at its discretion, release the employee from daily assignments and simply have the employee available by phone during normal work hours. A final paycheck will be paid through the normal payroll procedures.

Policy 8. Pay & Overtime

Section 1. Policy

It is the policy of Hildale City that employees be fairly compensated for work and services performed. It is the City's policy to avoid the necessity for overtime work. It shall be the responsibility and an important measure of job performance, for supervisors, division managers and department heads to adequately plan and schedule work and staffing to minimize the need for overtime. Supervisors control employee work schedules and can require an employee to take time off to prevent overtime work.

In the event of hours worked beyond the normal work day, all efforts shall be made to allow the employee to take off an equivalent number of hours within the designated work period. Holiday and personal leave time shall not be considered as time worked for purposes of overtime calculation.

No employee, except in a situation involving public health or safety, shall be permitted or allowed to work overtime unless authorized by the supervisor. Any verbal authorization given by the supervisor is to be followed up with written authorization on the appropriate form. The policy shall also apply in those instances where the employee is provided with compensatory time in lieu of overtime.

Section 2. Employee Pay and Pay Period

Employee pay will be initially established by the City Council and shall reflect an equal pay-equal work policy. Employee pay will have a comparable relationship to like positions within the City or benchmark positions within comparable communities, with consideration for tenure, training, and experience. The normal rate of pay shall be the monthly rate. Hourly rates shall be based on the established monthly rates. Salary increases will be evaluated and approved by the City Council on an annual basis. The City Manager shall have the authority to promote or demote an employee.

Employees of Hildale City will receive their pay checks on a bi-monthly basis. The first pay period shall be the first through the fifteenth of the month, and the second pay period being the sixteenth through the last day of the month. The pay dates will be the fifteenth and the last day of the month. If a pay date falls on a Saturday, Sunday, or holiday, employees will receive pay checks on the Friday or work day before.

Section 3. Exempt and Non-Exempt Employees

Not all employees of Hildale City are affected by the Fair Labor Standards Act (FLSA). All other employees ("Non-Exempt" employees) are covered by both the overtime and hourly wage provisions of the Act. An employee's job description will indicate whether the employee is exempt or non-exempt.

All employees assigned an exempt status shall be excluded from payment of overtime hours. However, exempt employees shall not be docked for hours worked that are less than eight (8) on a given day, unless those absences are covered by the Federal Family and Medical Leave Act (FMLA) or unless the deduction is a penalty or disciplinary measure taken for infractions of safety policies of major significance.

Volunteers and Independent Contractors are not "employees" of the City and are therefore not covered by the Act.

Section 4. Overtime Work

All employees assigned a nonexempt status shall be paid an amount equal to one and one-half times their regular hourly rate for time worked in excess of the work period as defined in Policy 2.

In situations where an employee begins work prior to his/her scheduled starting time or ends work beyond his/her scheduled ending time, credit shall not be given for increments of time of twenty (20) minutes or less.

Any claims for compensation for work time in excess of the work period shall be made within 60 days of the occurrence, along with supporting documentation, otherwise the City is not liable for compensation.

Section 5. Hours Worked

Employment, under the FLSA, is defined to include all hours that an employee is "suffered or permitted to work" for the employer. Hours worked also include time during which an employee is "necessarily required to be on the employer's premises, on duty or at the prescribed work place." The following are examples of typical situations qualifying as compensable hours worked as provided by the (FLSA):

- **Call-Out Time:** Any employee may be contacted and asked to respond to a situation during hours that are not scheduled for work. Call-out occurs when an employee who is not assigned to an on-call status is asked to respond to a work situation. Employees responding to a call-out will receive a minimum of one hour's compensation.
- **Meal Time:** Unless all the following three conditions are met, meal periods must be counted as hours worked; (1) the meal period must be at least 30 minutes; (2) the employee must be completely relieved of all duties; and (3) the employee must be free to leave the duty post. Uniformed police officers who are on their regular shift and subject to call during the meal period shall be considered to be on working hours during mealtime.
- **On-call Time:** If an employee is unable to use off-duty time for his/her own personal purposes, those hours shall be considered hours worked. If the employee is assigned on-call status and is able to use the off-duty time for his/her own purposes, the hours will not be considered hours worked. If an employee is required to perform any work-related duties during on-call time, the time will be hours worked. An employee who is merely required to leave word where he/she can be reached during on-call periods or is required to respond to a page will not accrue hours worked for those time periods.

The City may elect to pay an amount for on-call time that is restrictive, at a rate other than the normal pay rate.

- **Voluntary Work:** Employees who continue to work after their shift is over are engaged in compensable working time. The reason for the work is immaterial; as long as the supervisor "suffers or permits" employees to work on the City's behalf, proper compensation must be paid. Once an employer allows the employee to work, or knows that the employee is working, then the employee must be compensated. It is the supervisor's responsibility to control employee schedules to make certain that

unwanted overtime work is not performed. According to the FLSA, the mere existence of a policy is not sufficient to avoid compensation for additional hours worked.

Supervisors who permit employees to work overtime without compensation may be subject to discipline. Employees who work unauthorized overtime may also be subject to discipline. Employees can volunteer for a job position that is substantially different from their normal job.

- **Waiting Time:** If an employee has been assigned to wait for something to occur his/her waiting time will be counted as hours worked; if the employee arrives early, does not perform any work before his/her shift starts, and merely waits to begin working, his/her waiting time will not constitute hours worked. Workers, who are required to stand by ready for duty, whether during the lunch periods, during machinery breakdowns, or during other temporary work shutdowns, must be paid for this time. Since the employee is controlled by the employer during these periods and is not able to use the time for his or her own purposes, this is working time.
- **Other Examples of Compensable Hours Worked:**
 - Caring for tools that are a part of principal activities, such as guns and vehicles (unless also allowed for personal use) by police officers, tools and equipment for parks and streets workers.
 - Changing clothes, if requested or controlled by the employer.
 - Charitable work requested or controlled by the employer.
 - Emergency work/travel time.
 - Fire drills and other disaster drills, whether voluntary or involuntary, either during or after regular working hours.
 - Training in regular duties to increase efficiency.
 - Training programs required by the employer.
 - Rest periods of 20 minutes or less.
 - Medical attention during working hours at the employer's direction.
 - On-call time where the employee must remain at the employer's premises or which is so restricted that the employee is unable to use the time for his/her own purposes.
 - Travel time from the employer's premises to the work site.
 - Travel time between work sites during the normal work day.
- **Examples of Time Not Considered "Hours Worked" for the Purposes of Overtime Compensation:**
 - Jury duty
 - Military leave
 - On-call time where the employee merely leaves a telephone number and is not restricted
 - Sick leave
 - Time spent before, after, or between regular working hours

- Voting time if outside the regular-scheduled hours of work.
- Volunteer training time
- Personal leave time

Section 6. Travel Time

Home-to-Work Travel: As a general policy, home-to-work travel is not compensable, even if an employee must travel from a City to an outlying site to get to the employer's premises. This is true whether an employee works at a fixed location or at different job sites. Generally, an employee is not at work until he or she reaches the work site. If an employee is required to report to a meeting place where he or she is to pick up materials, equipment, or other employees, or to receive instructions, before traveling to the work site, compensable time starts at the time of the meeting.

Travel During the Work Day: Traveling from an outlying job at the end of the scheduled workday to the employer's premises is time worked. Where an employee is required to report to a meeting place to receive instructions, perform other work, or pick up tools, and travel from the designated meeting place to the work site is considered working time.

Out-of-City Travel: Where employees travel out of City overnight on business they must be paid for time spent in traveling during their normal work hours on their non-working days as well as on their regular working days. Travel time as a passenger outside regular working hours is not considered hours worked. If an employee drives a car without being offered public transportation or accommodations, the travel time is considered working time.

Section 7. Paid Leave Time

When an employee is on paid leave time, and he/she is completely relieved of all duties, such time is not hours worked for the purposes of calculating overtime obligations.

Section 8. Substitution of Work Hours between Employees

The FLSA provides that any individual employed in any capability by a public agency may agree to substitute scheduled work hours, for another employee. Employees may work substitution schedules where the substitution is: 1) voluntarily undertaken and agreed to solely by the employees, and 2) approved by the supervisor.

The traded time will not be considered by the City when calculating the hours for which the employee is entitled to overtime compensation. In effect, even though a substitution has taken place, each employee will be considered to have worked his or her normal schedule. In addition, the supervisor of an employee who performs such substitute work is not required to keep a record of the hours of substituted work. It is important to be aware that the substitution provisions of the FLSA apply only when the employee's decision to substitute is made freely and without direct or implied coercion. It must be made exclusively for the employee's own convenience.

Section 9. Compensatory Time in Lieu of Overtime Payment

The FLSA permits Hildale City to provide compensatory time off in lieu of monetary overtime compensation, at a rate of not less than one and one-half (1-1/2) hour of compensatory time for each hour of overtime worked. The calculation used for compensatory time is the same as that generally used for calculating monetary overtime.

A record of accumulated compensatory hours shall be provided to the Finance Department at the end of each pay period. (See Policy 8, Section 4 Overtime Work) Employees may accrue a maximum of 240 hours of compensatory time (160 actual hours of overtime worked).

The compensatory time earned by an employee constitutes a financial liability for Hildale City. An employee who has accrued compensatory time and requests use of the time must be permitted to use the time off within a reasonable period after making the request provided it does not unduly disrupt the operations of the agency.

Compensatory time may be banked, used, or converted into the corresponding dollar amount at the employee's current pay rate in accordance with the provisions of this policy. Employees who change from one pay range to another, either by promotion or demotion, shall be required to make such conversion before transitioning into the new position.

Section 10. Payment of Compensatory Time at Termination of Employment

In accordance with the FLSA, unused compensatory time must be paid at:

1. The average regular rate received by the employee during the last three years of employment; or
2. The final regular rate received by the employee, whichever is higher.

Section 11. Cell Phone Allowance

City employees who have a frequent need to use a cell phone for business purposes are eligible for a cell phone allowance. This includes those who are often on the road or in the field and need to remain in touch with others, and employees who need to be frequently available for emergency contact.

Employee cell phone allowances are taxable income. Payment will be made per pay period, as an addition to the employee's payroll check. The cell phone remains the personal property of the employee, and may therefore be used for both personal and business calls. The City does not claim any right to personal cell phones or cell phone records.

A completed cell phone allowance request form will be reviewed by and any allowance amount authorized by the City Manager or designee. The employee with a cell phone allowance must maintain an active cell phone to facilitate communication.

Section 12. Payments In Behalf of Employee

If an employee or board member makes a request, and the City has the capacity to accommodate the request, third party payments may be made in behalf of the employee, such as loan payments, that will be deducted from the employee's paycheck.

Policy 9. Health Benefits

It is the policy of Hildale City to provide benefits for employee well being and to attract and retain qualified personnel for City operations.

Section 1. Health Plan

The Health Plan is based on a contractual arrangement between the City and the selected Health Insurance carriers, and currently includes dental, vision and life insurance. An employee working twenty-five (25) or more hours per week is eligible to participate in the Health Plan.

Currently, the City pays 100% of the employee premiums. Employees who elect to have dependent coverage are responsible for 100% of the employee dependent premiums. The employee cannot choose the level of dependent services provided (i.e. dental only). An employee is eligible for enrollment in the plan at the time of hire.

The City also manages a Cafeteria insurance benefit as part of the Health Plan. The Cafeteria Plan is an account created for each employee who elects to voluntary pre-tax withholdings, to be used for medical expenses only (includes dental and vision expenses).

More detailed information concerning coverage and benefits under the Health Plan can be obtained from the City Recorder's Office. Employees on leaves of absence may or may not have their Health Plan continued with the City. (*see Policy 6, Attendance and Leaves*)

Section 2. Worker's Compensation

Employees who sustain a job-related disability that is compensable under the Arizona or Utah Worker's Compensation Act are covered by the provisions of that law. The law provides for payment of medical expenses and, under certain circumstances, compensation for loss of income.

To establish entitlement, it is mandatory that every job-related injury or illness, regardless of severity, be reported immediately to the employee's supervisor, the supervisor

shall submit a written report (Supervisor Report of Work Related Injury) as soon as possible to the Human Resources Department.

Section 3. Unemployment Insurance

Unemployment Insurance is provided for City employees in accordance with ARS 23-601, 23-790, and Utah Code 34A-2. The conditions that apply to this insurance are specific limit participation, and may be obtained from the State Department of Economic Security, Unemployment Section.

Policy 10. Employee Records

Section 1. Policy

Employee records will be kept confidential except as required by State or Federal law.

Section 2. Accessibility

Employee records that are considered to be public records are available to anyone with an appropriate appointment and request. These records include such information as an employee's name, date of hire, job position, salary, rate of pay, and duties performed. Information obtained for business use and contained in the personnel files is not a matter of public record and are not generally accessible to everyone.

Employee personnel records maintained by the City should be accessible to the following:

1. City Manager, City Recorder staff, employee department head and supervisor.
2. The employee for review of his/her own individual personnel file. Such review shall be by prearranged time with the City Recorder. Employees shall not remove any records from the office but may obtain copies of records.
3. Legal representatives of the employee and the City including a hearing officer.
4. Personnel records that are subpoenaed.
5. Any person or organization with a signed written release statement from the employee.

Section 3. Contents of Personnel File

No documents pertaining to discipline shall be placed in any employee's personnel file without the prior knowledge of the employee and the employee's Department Head. This shall not be construed to mean "agreement of employee." Employees may place into their personnel file their written response to any evaluation, report, disciplinary action, or other documentation put into the file by the City. Such written response shall

be submitted to the City Manager. The response shall be placed in the employee's file attached to the appropriate City document.

Status Changes: It is the responsibility of the employee to keep the City Recorder staff informed of his/her current address and telephone number as well as any change in withholding (W-4) status.

Policy 11. Performance Evaluation

Section 1. Purpose

Employees shall receive clear performance direction so that they understand what is to be achieved, the standards of performance, the work rules, and the process for evaluating and correcting work behaviors and performance outcomes.

Performance planning, feedback, and evaluation should be work-specific and based on the employee's job description and objectives. Performance discussions and documentation should identify specific accomplishments, strengths, and areas for improvement, as appropriate. The performance evaluation document should include specific examples of performance results and be supported by documentation to the extent possible, to justify the performance rating.

The evaluation of an employee's performance is intended to assist the employee in becoming a more effective worker. The performance evaluation report is intended to cover overall performance during a specific period of time.

Section 2. Performance Reporting Requirement During Probation

Employee evaluation performance during probation is covered in Policy 5, Appointments, Status, and Probation.

Section 3. Performance Reporting Requirements Following End of Probation

Every employee may have his or her performance formally evaluated once a year and an evaluation report on this performance submitted to the City Manager and placed in the employee's personnel file. The report shall be submitted by the Department Head in accordance with the procedure and on the form or forms prescribed by the City Manager. Supervisors are encouraged to bring unsatisfactory performance to the attention of the employee when the unsatisfactory performance occurs.

Each performance evaluation report shall be reviewed with the employee and filed with the City Manager not later than fourteen (14) calendar days after the report is made. Employees shall be allowed to submit a written response to their performance evalua-

tion report; the employee's written response shall be attached to the report it addresses. The performance report and the employee response, if any, shall remain a part of the employee's personnel record for a minimum of five (5) years and may be considered when determining transfers, promotions, demotions, dismissals, or layoffs. Employees shall be notified and provided with a copy of all documents placed in their personnel file. Copies will be provided under confidential cover or directly to the employee.

Section 4. Unsatisfactory Ratings

When the employee's overall evaluation report is unsatisfactory, follow up reports shall be required at the end of three (3) months and for each subsequent three (3) month period while the employee is in the position until the employee has achieved a satisfactory rating or employment is terminated. It is the department head's responsibility, in conjunction with the immediate supervisor, to inform the unsatisfactory performing employee of the actions necessary to achieve a satisfactory rating. The employee and supervisor or department head will agree on a plan to improve performance. The plan should list specific measurable goals.

Section 5. Procedure when Anticipated Rating will be Unsatisfactory

If the anticipated rating is unsatisfactory, the supervisor shall advise the employee of the anticipated rating and schedule a meeting to review the performance rating with the employee. The supervisor may require an employee to write a self-evaluation in advance of the evaluation meeting with the supervisor.

Policy 12. Drug-Free Workplace Policy

Section 1. Purpose

To establish policies governing the maintenance of a drug-free workplace for the purpose of (1) ensuring the health and safety of City employees, (2) continuation of high-quality services to the public, and (3) compliance with federal and state laws and regulations for a uniform government-wide, drug-free workplace effort.

Section 2. Policy Statement

Reporting for work under the influence of alcohol or drugs, or any substance that impairs an employee's mental or physical capacity will not be tolerated. The use of illegal drugs or the misuse of legal drugs or alcohol by any employee is expressly prohibited, as is the presence in any employee's system of a prohibited drug or drug metabolite. The possession, sale, or distribution of drugs, alcohol, or any illegal substance by an employee during regular working hours while on City business or while on City property

is expressly prohibited except as excepted in police department policies and procedures.

Section 3. Definitions

The following definitions apply to the Drug-Free Workplace policy:

Alcohol: Ethanol, isopropanol, or methanol

Drugs/Controlled Substances: The terms "drugs" and "controlled substances" are interchangeable and have the same meaning. Unless otherwise provided, drugs and controlled substances include but are not limited to: barbiturates, cocaine, opiates, (heroin, codeine) propoxyphene, amphetamines (including methamphetamine), benzodiazepines (Valium, Librium), methadone, phencyclidine (PCP), methaqualone, and cannabinoids (THC).

Reasonable Cause: A belief based on specific, objective facts, and reasonable inferences drawn from those facts, that suggest an employee is using drugs or alcohol while on the job or is under the influence of drugs or alcohol while on the job. Reasonable cause generally includes but is not limited to:

1. Observable phenomena, such as direct observation of drug or alcohol use and/or the physical symptoms or manifestations of being under the influence of a drug or alcohol;
2. Abnormal conduct, erratic behavior, absenteeism, tardiness;
3. Physical symptoms (i.e. glassy eyes, slurred speech, unsteady gait, red eyes, running nose);
4. Smell of alcohol or marijuana;
5. Deterioration in work performance or physical appearance.
6. A report of drug or alcohol use provided by reliable and credible sources and which has been independently corroborated;
7. Evidence that an individual has tampered with a drug or alcohol test, during his/her employment with the current employer;
8. Involvement in or responsibility for, a work-related or industrial accident that caused, or could have caused serious injury to the employees, any other person, or serious damage to employer property or property belonging to others;
9. Evidence of use, possession, sale, solicitation, or transfer of drugs or alcohol while working or while on employer premises.

Section 4. Over-the-Counter or Prescribed Medications

Employees taking prescription or over-the-counter non-prescribed drugs or medication which might interfere with the performance of his/her job duties, shall report the usage of the drug or medication to his/her supervisor before going on duty. Employees taking such drugs or medication are responsible for knowing any side effects of the medication that might interfere with job performance based upon the prescribing physician's advice or the warning on the medication label.

Section 5. Applicants and Employees Subject to Testing

- **Pre-employment Testing for Initial Employment:** All applicants being considered for initial paid employment by the City may be required to submit to, and successfully pass, a drug screen urinalysis within 31 hours after a conditional offer of employment is made by the City. The drug screen test shall be mandatory for all police officer, CDL driver, and transit driver applicants given a conditional offer of employment.

If an applicant fails to pass a pre-employment drug screening, the applicant will be disqualified from consideration for employment and shall not be eligible for employment with the City for a period of 12 months from the date of the initial, positive drug test result. An applicant's failure to submit to the required pre-employment drug test shall be considered as a request for withdrawal from consideration for the position for which he/she applied.

- **Police Department Employees:** Any police department employee (sworn or civilian) upon transfer to or from a narcotic or drug-related assignment may be required to submit to drug and alcohol screening. A transfer to a narcotic or drug-related assignment may be contingent upon a negative drug test result.
- **Reasonable Cause and Random Testing:** If the City has reason to suspect that an employee is violating this policy or when there is reasonable cause to believe an employee is under the influence or is impaired by alcohol and/or drugs, the City may require the employee to submit immediately to medical tests administered for drug or alcohol testing which include the chemical analysis of breath, urine, and/or blood. CDL drivers shall be subject to random drug testing at any time during the year regardless of job titles, with every driver having an equal chance of being selected.
- **Post-Triggering Incident:** Employees involved in the following circumstances shall be required to submit to a drug and/or alcohol test:
 1. Those whose use of City equipment or vehicle results in an accident in which a person is fatally injured.

2. Those whose use of City equipment or vehicle results in an accident involving tow-away and/or medical assistance and who, in addition, have received a citation from any law enforcement official.
 3. Those who are required as part of their job to carry a firearm and who, while on or off duty, discharge a firearm resulting in bodily injury, property damage or violation of departmental policy.
- **Follow-up Testing:** In the event an employee has been offered a rehabilitation option in lieu of discipline for a positive test result in accordance with Section 9 of this policy, the employee shall be subject to random drug testing for a minimum of one year following the completion of a rehabilitation program.

Section 6. Policy Violation

An employee who tests positive for alcohol while on City business during the employee's regular working hours or while on City property during the employee's regular working hours shall be in violation of this policy. An employee who tests positive for drugs shall be in violation of this policy. An employee who refuses to submit to a drug or alcohol test or who violates any aspect of this policy is subject to disciplinary action up to and including dismissal.

Section 7. Employee and Applicant Consent Form

Employees and applicants who are requested to submit to a drug test must agree in writing to allow the results of such test to be disclosed to and used by the City's authorized representative(s) on a need to know basis. Failure to sign such a consent form shall be considered a refusal to submit to testing.

Section 8. Rehabilitation

The City may, at its option, suspend all or part of the disciplinary action for violation of this policy in return for the employee's enrollment into a drug or alcohol counseling or rehabilitation program for the purpose of enabling the employee to permanently cease the prohibited conduct. The program must be approved by the City. Cost of rehabilitation or counseling is the responsibility of the employee.

An employee who elects such participation shall enter into a written agreement indicating such. Disciplinary action may be suspended while the employee is participating in counseling and/or rehabilitation. An employee who declines to participate in or fails to complete drug rehabilitation in lieu of disciplinary action is subject to disciplinary action up to and including dismissal.

Section 9. Searches

Hildale City reserves the right to search all areas and property of which the City maintains complete control or joint control. An employee's locker, closet, work area, desk, desk files, computer files, City-owned vehicle, and similar areas are subject to inspection at any time on a random or any other non-discriminatory basis for purposes of this policy.

Section 10. Confidentiality

The results of drug or alcohol screening tests shall not be included in an applicant file or employee personnel file but shall be retained by the City Recorder's Office in a separate medical file. Any conditions of employment that may be established as a result of the drug test (i.e. a written agreement for rehabilitation in lieu of discipline) become part of the employee's personnel file.

Except as required by the state or federal law, test results and ancillary information may be disclosed to management personnel only on a need-to-know basis or to any person upon the written consent of the employee or applicant. Information normally should be limited to the supervisor, City Manager, City Recorder staff, and legal counsel. Failure to maintain confidentiality by any employee shall be grounds for discipline. All investigations, searches, and testing shall be conducted as privately as practical.

Section 11. Employee Responsibilities

Pursuant to the Federal Drug-Free Workplace Act of 1988, Hildale City prohibits the unlawful manufacture, use, possession, or distribution of controlled substances in the workplace. As a part of this Act, employees have the following responsibilities.

1. To abide by the terms of the City's drug-free workplace policy; and
2. To notify their supervisor or department head of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

It is each employee's responsibility to immediately report to the supervisor, department head, or Human Resources department unsafe working conditions or hazardous activities that may jeopardize the safety of employees. This includes the responsibility to immediately report any violations of the drug and alcohol policy. An employee who fails to report such a violation is subject to disciplinary action up to and including dismissal.

All employees are required, as a condition of employment, to sign a statement that the employee has:

1. Received a copy of the City's Drug-Free Workplace Policy;
2. Agreed to abide by the terms of the policy;

3. Agreed to notify the supervisor, or appropriate representative of the City, immediately, or within five (5) days, of a criminal drug statute conviction for a violation occurring within the workplace.

Section 12. Management Responsibilities

Management personnel shall be responsible for implementation and consistent enforcement of this policy, together with the City Manager or his/her designee. Management personnel who fail to enforce this policy in accordance with its terms are subject to disciplinary action up to and including dismissal.

Supervisors will be trained in the detection of impairment by alcohol, drugs, and substance abuse. Supervisors must document, in writing, the facts constituting reasonable cause for drug and/or alcohol testing or for violation of this policy.

Management must inform any employee required to submit to drug or alcohol testing of the requirements of this policy and the consequences of non-compliance.

Section 13. Drug and Alcohol Testing Methodology

Every reasonable effort will be made to obtain the most accurate drug or alcohol test results. Testing procedures will include the two-tiered testing program to ensure maximum accuracy in the test results, observation of specimen collection, and chain-of-custody documentation. A two-tiered procedure means that an initial positive test will be confirmed by the use of a gas chromatography test with mass spectrometry (GC/MS) or an equivalent scientifically accepted method, which provides quantitative data about the detected drug.

Following a positive screen from the initial test and a positive screen from GC/MS test, a portion of the specimen sufficient for testing from a positive sample may be transferred directly from the testing laboratory to a laboratory of the employee's choosing and tested at the employee's own expense. The laboratory chosen by the employee must be a laboratory approved or certified by the United States Department of Health and Human Services, the College of American Pathologists or the Arizona Department of Health Services. The employee is responsible for initiating the transfer within 48 hours of notification of the positive screen. An employee, upon request, may obtain his/her written test results.

For Utah law, see Utah Code §§ 34-41-102, 67-19-36.

Policy 13. Policy Against Harassment

Section 1. Policy Statement

The City, consistent with the commitment to provide equal employment opportunities, will not tolerate any form of employee harassment, including sexual harassment, harassment based upon race, gender, national origin, religion, age, or disability.

- **Sexual Harassment:** Sexual Harassment is defined by the Equal Employment Opportunity Commission (EEOC) as unwelcome sexual advances; requests for sexual favors; and other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
 1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
 2. Submission to or rejection of the conduct by an individual is used as a basis for employment decisions affecting such individual, or
 3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Some examples of sexual harassment are obscene or sexually oriented photographs or drawings, offensive comments, jokes, innuendos, and other sexually oriented statements.

- **Other Harassment:** Any conduct which has the purpose or effect of unreasonable interference with an individual's work performance or creating any intimidation, hostile, or offensive work environment based on that individual's race, gender, national origin, religion, age, or disability is also unlawful and will not be tolerated.
- **Education:** The City Manager shall be responsible for formally notifying all employees, department heads, elected or appointed officials, volunteers, and contractors/vendors of the existence of this policy. The City Manager is responsible for providing training on the topic of harassment/offensive behavior, attendance will be mandatory for all employees and the training will be offered to elected or appointed officials and others.
- **Implementation:** Each member of the management team is responsible for creating an atmosphere free of discrimination and harassment, and for taking immediate and appropriate corrective action in response to any violation of this policy. Further, all employees are responsible for respecting the rights and sensitivities of their co-workers.

The City Manager and department heads are responsible for taking immediate and appropriate corrective action in response to any confirmed violation of this policy and

for assuring that no reprisals are taken against either those who complain or those who may be witnesses. The Human Resources department is responsible for monitoring the operation of this policy, providing advice, and resolving any unsettled questions, which may arise from this policy.

Section 2. Initiating a Complaint

Employees who feel they have been harassed should attempt to advise the alleged harasser of their discomfort. If the offended employee does not feel comfortable directly addressing the situation with the harasser, or the unwelcome or offensive behavior continues, the harassment shall be reported to the aggrieved employee's immediate supervisor. The immediate supervisor shall promptly notify his/her department head.

If the worker's immediate supervisor or department head is the source of the alleged harassment, or if the employee is uncomfortable reporting the problem to the immediate supervisor or department head, the employee should report the problem directly to the City Manager. An investigation into the complaint will be initiated. If the City Manager is the source of the alleged harassment, the employee should report the problem to the City Mayor. The City Manager shall advise the Mayor and City Council that a harassment complaint has been filed. All other sources of alleged harassment should be reported to the City Manager.

Section 3. Investigation Procedure

Upon receipt of a complaint alleging harassment, the department head will promptly notify the City Manager. The department head and the City Manager are responsible for overseeing the investigation and resolution of the complaint. The City Manager will work with the department to obtain and evaluate all relevant evidence with respect to what has occurred. With the advice of the City Manager, the department head will implement, if appropriate, specific remedial and/or disciplinary actions. The complainant and the party charged will be notified of the findings.

Section 4. Discipline

The type of discipline and/or remedial action to which an employee will be subject for harassing another employee is dependent on consideration of all the circumstances in a particular situation. Any step in progressive discipline may be applied. Employees subject to disciplinary and/or remedial action as a result of a finding of harassment shall be afforded due process rights through grievance or appeal procedures, whichever is applicable to the level of discipline imposed.
(See Policy 20. Discipline).

Section 5. Reprisals Prohibited

No reprisals or retaliation of any kind by any employee or manager shall be taken against an employee because that employee has asserted a complaint or against any

witness because that individual has reported or assisted in any way in the investigation of a harassment complaint.

Policy 14. Policy Against Violence in the Workplace

Section 1. Policy Statement

Hildale City, consistent with the commitment to provide a workplace that is safe for employees, will not tolerate threats, intimidation, and violence made by an employee or any other person, against another person's life, health, well being, family, or property.

Section 2. Prohibitions

Any threats or acts of violence made by an employee against another person's life, health, well being, family or property are cause for discipline up to and including dismissal. Such acts or threats of violence, whether made directly or indirectly, explicitly or implicitly, by words, gestures, or symbols, infringe upon the City's right or obligation to provide a safe workplace for its employees.

No employee or visitor shall bring a weapon into any building owned, leased, or controlled by the City without the express authorization of the custodian of the building, regardless of whether or not a concealed weapons permit is possessed. City Police Officers are exempt from this prohibition.

Section 3. Applicability

This policy applies to any threats or acts of violence made on City property, at City sponsored events or under other circumstances that may negatively impact the City's ability to conduct its business.

Section 4. Initiating a Complaint

Any employee who believes that he or she has been the target of threats or acts of violence, or has witnessed or otherwise learned of threats or violent conduct by another employee or by a third party, should immediately contact their immediate supervisor, department head, or the City Manager. If an employee feels threatened with immediate harm, he or she should notify the Police Department or ask someone else to do so without endangering the safety of the employee or others. Non-employees engaged in violent acts on the City's premises will be reported to the proper authorities and prosecuted to the fullest extent of the law.

Policy 15. Fraternization Policy

Section 1. General Information

Hildale City's success depends on positive employee morale and good team working relationships. The City recognizes workplace romances or attractions can develop between people who work together. Unfortunately, attractions are not always mutual, and these situations can develop into sexual harassment complaints. In addition, relationships between supervisor and subordinate often cause morale problems or misperceptions about assignments and favoritism on the part of other employees in the work group. For these reasons, the City has developed the following policy concerning personal relationships between employees.

Section 2. Prohibitions

Employees in a supervisory capacity are required to maintain a professional relationship with any employee for whom they supervise, give work direction or assignments, give discipline, review performance, or recommend promotions or raises. Employees holding supervisory roles are not permitted to pursue romantic relationships with any employee who may report, either directly or indirectly, to them.

Section 3. Reporting Requirements

In the event a workplace romance develops, it is the responsibility of both parties to, either separately or together, bring the fact of the relationship to the attention of the Department Head or to the City Manager. The City will determine the arrangements to further the best interests of both the City and the employees involved.

If at any time any conduct between co-workers becomes unwelcome, interferes with the employee's work environment or the work environment of other employees, the City may intervene to stop such conduct, up to and including termination of the employees involved.

Policy 16. Political Activities

Section 1. Policy Statement

City employees have the right to vote as they choose and to entertain and express personal opinions about political candidates. However, employees must refrain from political activity while on duty or at public expense. This policy does not prohibit City employees from discussing political activities and legislation with elected officials or to provide input on potential impacts to the City.

Section 2. City Council Elections

To avoid undue influence of City employees on the outcome of City Council elections and to avoid undue influence of City Council members or candidates for City Council on City employees, the following apply:

Prohibitions and Restrictions:

1. While on City time, employees may not circulate petitions for City Council, although they may sign a petition.
2. While on City time, employees may not contribute directly, or through an employee organization or association to a campaign or solicit or receive contributions for a City Council candidate.
3. No employee or organization or association, while on City time, may publicly endorse or actively support candidates for the City council or any political organization or association organized to support candidates for the City Council.
4. While on City time, employees may not wear City Council campaign buttons or distribute campaign literature at work or in a City uniform or in City offices, vehicles, or buildings.
5. No employee shall use any political endorsement in connection with any appointment to a position in City service.
6. No employee shall use or promise to use any official authority or influence for the purpose of influencing the vote or political activities of any subordinate employee.

Section 3. Other Candidate Elections

For candidate elections and political activity other than for Hildale City Council, an employee shall not:

1. Use any political endorsement in connection with any appointment to a position in the City service.
2. Use or promise to use any official authority or influence for the purpose of influencing the vote for candidate elections.
3. While on City time, participate in the management of any political party or in the management of any political campaign or recall effort.
4. While on City time, solicit or receive contributions for any candidate campaign.

Candidacy for Elected Office: Any Hildale City employee desiring to run for county, state, or federal elected office shall have that right; however, employees must refrain from political activity while on duty or at public expense.

Section 4. Protection of Civil Liberties

Nothing contained in these policies shall be construed as denying any City employee their civil or political liberties as guaranteed by the United States, Arizona, and Utah Constitutions.

Policy 17. Use of City Vehicle

Section 1. Requirements

Valid License: No person may operate a vehicle for City business without possessing a valid driver's license of the appropriate class. A suspended or restricted license is not acceptable for any driving position at the City. License denials, suspensions and revocations or any change in driving status must be reported to the supervisor before the beginning of the next scheduled work shift.

Driver Record: Motor Vehicle Records (MVR's) shall be checked for new hires who will drive for work purposes. MVR's shall be reviewed annually for all drivers to ensure a good driving record. The following criteria should be followed when evaluating a 3 year driving record and recommending remedial action by the agency:

Moving Violation = 2 points; Preventable Accident = 3 points; DUI/DWI = 12 points.

ACCEPTABLE 6 or fewer points	CONDITIONAL 7 - 9 points	HIGH RISK 10 – 12 points	UNACCEPTABLE Over 12 points
3 moving violations	4 moving violations	5 - 6 moving violations.	Over 6 moving violations.
2 preventable accidents.	3 preventable accidents.	4 preventable accidents.	More than 4 preventable accidents.
Combination of moving violations and Preventable Accidents.	Combination of moving violations and Preventable Accidents.	Combination of moving violations and Preventable Accidents.	Combination of moving violations and Preventable Accidents.
Annual MVR check.	Annual MVR check. Supervisor check ride. Defensive driver training.	Annual MVR check. Supervisor check ride. Defensive driver training. Limit driving to prior approval of Department Head.	Driving privileges suspended until less than 12 points accrued.

License revocation or suspension, DUI, DWI or any drug violation shall be cause for disciplinary action up to and including termination. Any action involving demotion, suspension or termination of the driver/operator must be reviewed and approved by the City Manager.

Section 2. Safety

City vehicles shall not be operated in an unsafe condition. The City cares about its employees, and wants to make sure that no one is injured or killed in a tragedy that could have been prevented by the use of seat belts. Therefore, all employees of the City and all vehicle occupants must wear seat belts when operating or riding in a company-owned vehicle, or any vehicle on company business. If safety belts are inoperable or are not provided, employees should immediately contact their supervisor and report any safety deficiencies.

Drivers/operators of City vehicles, or when operating personal vehicles on City business, should always practice good, courteous, defensive driving habits. All drivers/operators shall comply with the applicable local, state and federal traffic laws at all times by observing posted laws and regulations, speeds, traffic control signals and signs pertaining to the operation of motor vehicles on public streets and highways. Any substantiated report of tailgating, speeding or other unsafe driving behavior will be subject to disciplinary procedures up to and including termination.

The possession, transportation or consumption of any alcoholic beverage or any controlled substance within or upon any City vehicle is expressly prohibited. Reasonable care and caution should be exercised if it is necessary to answer a cell phone or radio call while operating a City Vehicle.

Section 3. Inappropriate and Appropriate Use

No personal business may be conducted using a City vehicle, unless specifically approved by the City Manager or designee. Smoking is expressly prohibited in all City vehicles. This applies to all employees of the City, as well as volunteers or employees of other agencies performing work for the City. It shall also apply to any member of the general public who has access to a City vehicle as a passenger. The assigned driver/operator is at all times responsible for insuring that no one smokes in the vehicle.

No radio, audio player or CD player will be played in a City vehicle at a volume that interferes with the driver/operator's ability to hear traffic and engine sounds.

For public and law enforcement safety, City law enforcement officers are authorized and expected to use the assigned department vehicles off-duty and at all times in the community, in order to be visible and available at a moment's notice to respond to any call for service. Other employees that are emergency responders (ie: for gas leaks) are also authorized to use City vehicles while off-duty. Use of City vehicles on or off-duty shall always be in a professional and courteous manner.

City employees have discretion to allow guests or riders in vehicles, such as family members, as long as it does not create an unsafe condition or interfere with the performance of duty. Riders in on-duty law enforcement vehicles must be authorized by a supervisor, and must conform with the Marshal's Office Ride Along Policy 4.19.

All vehicles and equipment that can be locked should be locked after use and the key kept in a safe location in the building.

Section 4. Citations and Accidents

All moving violations or traffic citations in City vehicles are to be reported to the supervisor before the end of the shift. All moving violations or citations will be the responsibility of the driver, whether driving a City vehicle or not. The City will not pay for any costs associated with violations or citations.

All accidents, regardless of circumstances or fault, are to be reported to a supervisor as soon as possible. The supervisor must *immediately* notify the City Manager, to expedite insurance claims and damage repair. It is the responsibility of the driver/operator to keep an Accident Reporting Kit in each City vehicle and to use it to collect information in the case of an accident. All crashes shall be reviewed to determine their cause and whether or not the incidents were preventable.

Policy 18. Tobacco Free Policy

Smoking and use of all tobacco products, including chewing tobacco, are prohibited from the workplace. City buildings, facilities and grounds shall be completely tobacco free. All employees, clients, contractors and visitors are expected to adhere to this policy.

Policy 19. Other Professional Conduct

Section 1. Professional Appearance

It is imperative that each employee maintains a neat and clean appearance as well as dress in a manner which projects a professional image to the public, to the extent allowed by the job performed. In certain cases, an employee may be required to maintain reasonable dress standards so that personal image is not offensive or intimidating to City residents, visitors, or other City customers.

Department Heads have the responsibility to ensure employees represent the City appropriately. They also have the authority to direct an employee to make reasonable changes. Employees must ensure all clothing is neat, clean, in good repair and sufficiently covers the body so that it is not distracting in any way. Clothing that reveals the midriff, chest, back, feet, underwear, or to wear an unreasonably short skirt length, or inappropriately low neckline are examples of inappropriate clothing.

Clothing with offensive wording, logos or pictures are unacceptable. Thongs, flip-flops, slippers, and wearing no stockings is unacceptable. Shorts, sweat suits, spandex type

pants, athletic running suits, and muscle shirts are examples of clothing that are prohibited at all times because they are “too casual.”

Use of jewelry, makeup, perfume, and cologne should be very minimal. Some employees are allergic to chemicals in perfumes or makeup. City employees shall not have body piercings (other than earrings) or tattoos. Hair should be neat and clean with traditional coloring. Unnaturally colored hair or shaved portions are not acceptable. Sideburns, moustaches, and beards should be short and neatly trimmed.

Employees who arrive at work inappropriately dressed or in violation of this policy will be sent home by their supervisor and directed to return to work in proper attire. Non-exempt employees will not be compensated for the time away from work. Progressive disciplinary action will be applied if dress code violations continue.

Section 2. Gifts and Gratuities

It is the policy of the City that no officer or employee of the City shall solicit or accept favors, benefits, gifts, or gratuities under circumstances that might be construed by reasonable persons as influencing the performance of governmental duties.

Section 3. Electronic Media

The City allows communication by electronic mail, voice mail, the network, and on-line services (collectively “Electronic Media”) with prior authorization. Electronic Media are intended primarily for City business use and must be used responsibly whether accessed on or from City premises; or accessed by using City equipment; or used in a manner which identifies the City.

Transmitting disparaging, abusive, profane, or offensive language; transmitting or downloading materials that would adversely or negatively reflect upon the City or be contrary to the City’s best interests are prohibited. Downloading or transmitting fraudulent, threatening, obscene, intimidating, defamatory, harassing, discriminatory, or otherwise unlawful messages or images are prohibited. No e-mail or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else.

Viewing obscene or pornographic websites or media is expressly prohibited. Employee use of the City’s e-mail, internet, television and voice systems for personal or private use is performed at the employee’s own risk. Any personal use of City electronic resources should not interfere with business activities. Be aware that internal and external email messages may be subject to discovery in the event of litigation. The City reserves the right to inspect all records at any time without notice.

Section 4. Personal Belongings

The City does not assume responsibility for the loss of personal money or belongings, nor is it covered by insurance for such loss. Therefore, each employee needs to protect the employee's personal belongings while at work.

Section 5. Disclosure of Sensitive or Confidential Information

The City maintains sensitive and confidential materials and information of various kinds, i.e., financial records, personnel records, administrative/legal opinions, software programs, and non-public records designated confidential. Employees are expected to assume responsibility for safeguarding City records, equipment, property, and other materials with which they control or have access to in the course of work.

Section 6. Public and Media Communications

The City Manager or Mayor must approve all communications intended for public distribution. In general, to act as a clearinghouse for outgoing communications and as a consultant to other City departments on media related issues. The goal is not to censor, but to coordinate, clarify and ensure continuity in messages and publications issued by the City. Media releases shall only be through an official appointed spokesperson, such as the Mayor, City Manager or Marshal.

Section 7. Conflict of Interest

Employees are subject to the provisions of the Utah Public Officers' and Employee's Ethics Act, Utah Code Ann. §§ 67-16-1 through -15 regarding conflict of interest. While not exclusive, specific examples of conflict of interest are enumerated below for the guidance of employees.

1. No person whose salary is paid in whole or in part by the City shall appear on behalf of private interests before any agency-related City activities. They shall not represent private, business, and/or financial interests in any action or proceeding against the interests of the City in any litigation to which the City is a party.
2. No employee of the City shall have any interest in any contract made by them in their official capacity or by any committee, board, or commission of which he is a member, agent, or employee.
3. An employee who has a financial or other private interest shall disclose the nature and extent of such interest to the City.
4. Any employee who has, or whose relative has, a substantial interest in any decision of the City shall refrain from participating in any manner as an employee in such decision.

Section 8. Work Related Accident or Injury Reporting

While employees should make every effort to avoid work-related accidents, some accidents may occur in the course of work. Risk Management shall provide a procedure for reporting all kinds of work related accidents, including, but not limited to:

1. Motor Vehicle Accidents
2. Accidents Resulting in Property Damage, Loss, or Theft
3. Accidents Resulting in Injury – employee and/or public
4. Other Accidents that Result in a Potential Liability for the City
5. Legal Claims Against the City

The employee should report any injury or incident within 4 hours to the supervisor. Failure to report an injury or accident within the 4-hour time period may result in disciplinary action. The supervisor must also report the injury or incident to the Human Resources Department immediately.

The supervisor must complete a Supervisor Report of Injury. In addition, the Hildale City Accident Review Checklist form must be completed with the injured employee. These forms should be forwarded to the Human Resources office as soon as they are completed.

When the injury is witnessed by another person(s), a written statement from the person(s) shall be required. It should be noted, however, that the term, “Witness” is defined as a person who actually observed the injury occur.

Employees shall report potential safety hazards in the workplace to their immediate supervisor.

See also Utah Code § 34A-2-111.

Section 9. Community Restitution

According to capacity to administer, the City may allow juveniles that are sentenced to community restitution, to perform work for public benefit under the supervision of authorized City employees or agents.

City employees are expected to adhere to the following guidelines:

1. There will only be one community restitution coordinator.
2. All restitution must be scheduled through the coordinator.
3. Restitution will generally not be allowed on weekends.

4. Juveniles will generally not be allowed to operate City vehicles or equipment.
5. Restitution generally should not be performed in City buildings, around City tools, equipment, vehicles, money, checks, computers or sensitive or expensive items that may be easily stolen.
6. Juveniles shall be required to wear a reflective vest at all times. Other personal protective equipment such as a hard hat and gloves may be required.
7. Parents or guardian's permission is required for Juveniles to perform restitution and also to work with other juveniles.

Juveniles will be removed from participation for failure to perform duties assigned and violating rules or policies.

Section 10. General Safety

While the individual employee is ultimately responsible for their own safety and well being on the job, the role of the supervisor is critical to the success of the safety program. The immediate supervisor is expected to ensure safe work practices consistent with the City policies. The supervisor should view this responsibility as equal in importance to other major departmental safety procedures and provide employees under their supervision with direction.

An employee who violates established safety practices will be subject to the City's disciplinary measures as outlined in the Employee Policies and Guidelines.

Department heads are expected to establish a regular safety training schedule to educate employees and raise safety awareness. The schedule must be at least once per month for office employees and once per week for all others. A record of attendance and safety topic presented, must be kept.

Section 11. Expense Reimbursements

If an employee incurs a personal expense in behalf of the City, the expenditure should be pre-approved by the Department Head unless extenuating circumstances justify otherwise. Any request for reimbursement of personal expenses in behalf of the City, with supporting documentation must be submitted within 60 days of the occurrence, otherwise the City is not liable to reimburse the expense.

Section 12. Photocopies, Fax and Media Service

All requests for public records will be coordinated with the City Recorder. The City Recorder will provide public record request forms which shall describe the charges.

City employees are allowed to provide copy paper in trade for copies in the amount of paper double the copies made.

City employees are allowed to send and/or receive occasional faxes or emails for the general public as a public service, more especially for low to moderate income families who need to send state assistance applications.

Section 13. Credit Card Use

The City recognizes the convenience and utility for employees to use charge cards in conducting business for the City. All credit card charges must be accompanied by a signed receipt turned in to City Recorder's office within 24 hours, unless traveling out of the area. If a receipt is lost, the card user must turn in a signed and detailed explanation of the charge, reasonable justification and date.

Any employee authorized to use a charge card, must take the responsibility to account for its use and not require the accounting staff to spend undue time and effort to search out the documentation. If documentation is not provided after a reasonable request, the charge may be deducted from the employee's paycheck. In addition, the employee may lose the charge card authorization.

Any employee who violates charge card policies or mis-uses a City charge card will be subject to disciplinary measures.

Policy 20. Discipline

Section 1. Policy

Supervisors are responsible for clearly communicating to employees the expectations of their employment by holding frequent discussions with employees regarding job responsibilities, goals, and performance feedback.

When appropriate to the specifics of the behavior, supervisors are encouraged to use positive coaching, direct counseling, and/or corrective disciplinary action. The goal is to help the employee understand what needs to change so that the employee can perform successfully.

Section 1. Disciplinary Actions

Progressive discipline is encouraged if appropriate; however, nothing in this policy requires progressive discipline to be followed. Disciplinary actions are subject to management discretion and may include verbal or written warnings, written reprimands, suspensions, demotions and dismissals, or other action deemed appropriate by the Department Head. Nothing in this policy shall be construed to change the at-will nature of employment with the City or to promise or guarantee to any employee a specific step in the discipline process.

The Department Head has the authority to impose discipline. The Department Head may delegate the authority to impose verbal or written warnings or reprimands but may not delegate authority to suspend, demote, or impose any other action affecting pay and/or benefits.

Section 2. Grounds for Discipline

Grounds for discipline include, but are not limited to the following:

1. Falsification of application for employment.
2. Absenteeism.
3. Tardiness
4. Conviction of a crime, which impacts on the employee's ability to perform the duties and responsibilities of the job.
5. Incompetence in the performance of assigned duties.
6. Prohibited political activities.
7. Favoritism on the part of a supervisory employee
8. Discrimination on the part of an employee against any employee on the basis of race, color, gender, age, physical disability, place of national origin, political or religious affiliation.
9. Violation of the Drug-Free Workplace Policy.
10. Failure to meet established standards of performance in three successive rating periods.
11. Theft, destruction, or neglect in the use of City property, or of property or materials of any other person while the employee is on duty.
12. Lying to supervisors or falsifying records with respect to official duties.
13. Threatening, fighting with, intimidating, coercing, or abusing employees or officials of the City or provoking such actions by others.
14. Divulging confidential information from privileged official records to unauthorized persons.
15. Failure to observe departmental regulations.
16. Unauthorized absence from duty.
17. Failure to maintain satisfactory working relationships with other employees or the public.
18. Failure to observe safety regulations
19. Discourtesy and rudeness to the public.
20. Unauthorized performance of work by nonexempt employee outside of established work schedules.

21. Unauthorized operation or use of any vehicles, machines, or equipment of the City.
22. Intentionally or maliciously supplying false information or making false claims with intent to improperly affect official decisions or bring discredit to other City employees.
23. Violation of any section of the Personnel Policies.

Section 3. Written Reprimands

When disciplinary action involves a suspension without pay, or dismissal of an employee who has successfully completed the initial probationary period (career status), the employee shall be notified in writing.

To be a written reprimand under these policies, the written statement shall indicate a copy is to be sent to the Human Resources department for inclusion in the employee's personnel file.

Written reprimands shall identify the violations or failures to meet reasonable expectations for performance on the job with sufficient specificity and detail so as to enable the employee to respond to the charges against him or her. The document shall also contain a notice that the employee may file a grievance on the written reprimand in accordance with Policy 21, Grievance and Appeal Procedures.

Section 4. Pre-Disciplinary Meeting

A pre-disciplinary meeting is not required for verbal warnings or written reprimands. Discipline involving suspension or termination requires the department head to hold a pre-disciplinary meeting. The pre-disciplinary meeting may include the City Manager or designee and may include legal counsel for the City.

The affected employee shall be afforded a pre-disciplinary meeting; the notification of the pre-disciplinary meeting shall be in writing and consist of the following:

1. That discipline is contemplated and the type of discipline contemplated;
2. The specific violation of one or more of the causes for discipline as set forth in Policy 16, Discipline;
3. The specific conduct or omission committed by the employee which the Department Head believes is a violation of the personnel policies;
4. When and where the meeting is to be held;
5. That the employee is entitled to have a representative of his or her own choosing present at the meeting; and
6. The purposes of the meeting, which are:
 - a. To allow the employee to correct any errors in the information or facts upon which disciplinary action is proposed;

- b. To allow the employee to tell his or her side of the story and to present any mitigating information as to why discipline should not be taken.

Reasonable Time Notification: The time between the initial notice of proposed disciplinary action and the pre-disciplinary meeting shall be reasonable and shall give the employee adequate time to prepare a reply. Two (2) working days is considered reasonable and under no circumstances shall the pre-disciplinary meeting be less than two working days from the time the employee receives the meeting notice.

If personal delivery of the initial notice is not feasible, notice may be given by depositing the notice in the U.S. Postal Service mailbox, addressed to the last address of record for the employee, and with the first class postage affixed. If service of notice is by mail, at least six (6) working days shall be allowed between the date the notice is mailed and the date the meeting is scheduled.

Meeting Procedure: The following procedure is required at the pre-disciplinary meeting:

1. Presentation of the facts and information upon which the initial notice of proposed disciplinary action was based;
2. Provide the employee an opportunity to respond to the presentation of facts and information; and
3. If the employee submits a written response prior to or during the meeting, include the response in the official record.

Conduct Guidelines: At the meeting the employee may be accompanied by an individual of his or her choosing. The purpose of the meeting is not to determine if discipline is justified, but to discuss what discipline action is being considered. The following are guidelines for conduct at the pre-disciplinary meeting:

1. It is not mandated to provide justification to the employee or his or her representative for proposing disciplinary action;
2. Testimony by or cross-examination of witnesses is not permitted;
3. Testimony under oath is not permitted;
4. Recording of the proceedings by a court reporter is not permitted. The proceedings may be tape recorded; and
5. The person accompanying the employee may only observe the meeting and advise the employee; he or she cannot interfere with the process by asking questions or demanding the procedures be changed. Such interference shall constitute forfeiture by the employee of the right to be accompanied by anyone and such person shall be asked to leave the proceeding immediately; subject to the disorderly conduct laws of the State.

Section 5. Taking Disciplinary Action

Disciplinary action based on the pre-disciplinary meeting shall be taken within fifteen (15) working days after the meeting. However, if extenuating circumstances require additional time, the City Manager may extend the date for taking disciplinary action up to fifteen (15) working days.

Section 6. Notices of Suspension or Dismissal

Notices of suspension or dismissal shall contain the following:

1. The specific discipline being imposed.
2. Identification of the violations or failures to meet reasonable expectations for performance on the job with sufficient specificity and detail so as to enable the employee to respond to the charges against him or her. These charges shall be those listed in the initial notice of disciplinary action, except for any charges that are dropped. Substantial amendment or additional charges may be made only by repeating the procedure detailed in Section 4, Pre-disciplinary Meeting.
3. A reference to the opportunity afforded the employee to tell his or her side of the story in accordance with Section 4, Pre-disciplinary meeting.
4. An indication that the material presented has been considered by the City in reaching a final determination.
5. Notice that the employee may request a copy of the written materials alleged to support the action taken.
6. Arrangements for final pay and request for the return of any City owned property. Failure to return property may be deducted from the pay.
7. A notice that the employee may appeal the suspension, demotion or dismissal pursuant to Policy 21, Grievance and Appeal Procedures.

Notices of suspension, demotion, or dismissal shall be sent to the Human Resources department for inclusion in the employee's personnel file.

See Utah Code § 67-19-18 for further explanation of employee and employer rights regarding dismissals and demotions.

Section 7. Effect of Technical Omissions

Failure of a supervisor or department head to comply with the provisions of Section 3, Written Reprimands, and Section 6, Notices of Suspension, or Dismissal, as they pertain to content of written reprimands and notices of suspension, demotion, or dismissal shall not constitute a basis for reversing a disciplinary action on appeal unless the employee shows that his or her rights were seriously impaired by the failure.

Policy 21. Grievance and Appeal Procedures

Section 1. Purpose of Grievance and Appeal Procedures

The purpose of the grievance and appeal procedures is to provide eligible employees who are aggrieved about a situation affecting the conditions of their employment with a just, effective, timely, and equitable method for the resolution of the matter without discrimination, coercion, restraint or reprisal against the employee when the employee either submits or is involved in a grievance or appeal. Only employees who have completed the initial probationary period may utilize this process in accordance with Policy 5, Section 3.

Any contention that the City has failed to comply with any obligation it has made to an employee through its ordinances, personnel policies, or any other written or verbal commitments must be raised pursuant to these grievance and appeal procedures, and these procedures provide the exclusive remedy for any such claim.

Section 2. General

The initial procedure will be an informal conference thoroughly discussing the claim by the aggrieved party and his/her supervisor or department head, to seek grounds for resolution.

If an employee complaint or problem is not resolved by informal consideration, the employee may formalize the consideration by filing a grievance or appeal for actions identified in this policy and utilizing the procedures defined in this policy.

Section 3. Prohibited Grievances and Appeals

The grievance and appeal procedures may not be used for matters involving policy and management prerogatives such as:

1. Compensation and Classification or Demotions
2. Overall satisfactory performance evaluations
3. Informal disciplinary actions such as oral or written warnings
4. Supervisory or management style

Section 4. Grievance Procedure

Grievances shall be presented according to the following procedure:

Form: The grievance shall be presented in writing and shall be dated. It shall include a statement that the writing is a grievance, the name and address of the employee filing the grievance, the action which is the subject of the grievance, the date of the action, and a statement of the remedy sought.

Filing with Supervisor and Time Limit: The employee shall present a grievance to the immediate supervisor within ten (10) working days after notification of or occurrence of the action which gives rise to the grievance.

Filing with the Department Head: If the response of the immediate supervisor does not resolve the grievance, or the supervisor has not responded within ten (10) days, and the employee wishes to pursue it further, the employee shall present it to the department head in writing within ten (10) working days after receiving the decision of the immediate supervisor.

The department head shall consider the grievance and shall give the employee dated, written notice of a decision within ten (10) working days of the receipt of the grievance.

Filing with the City Manager: If the response of the department head does not resolve the grievance and the employee desires to pursue it further, the employee must present it in writing to the City Manager within ten (10) working days after receiving the decision of the department head, or within ten (10) working days after the decision of the department head would have been due to the employee if no written response was received by the employee.

A copy of the grievance and the replies from the immediate supervisor and the department head shall be attached to the grievance to the City Manager. The City Manager or designee shall consider the grievance and shall give the employee dated, written notice of decision within ten (10) working days of the receipt of the grievance.

Section 5. Appeal Procedure

Matters not specifically stated in this policy cannot be appealed. Appeals shall be presented according to the following:

Form of Appeal: Every appeal shall be filed in writing and shall include the name and address of the employee appealing (appellant), the action which is the subject of the appeal, the reason for the appeal, and a statement of the remedy sought and a reference to the Personnel Policy which the action allegedly violates. The appeal shall have attached any written material pertaining to the matter appealed.

Procedures for Filing an Appeal: The decision of the City manager for grievances may be appealed to the Mayor in writing within ten (10) working days after receiving the decision of City Manager, setting forth the grounds upon which the grievance is based and the reasons why the aggrieved party considered the decision rendered by the City Manager to be unacceptable.

The Mayor will schedule a meeting with the City Council within thirty (30) working days to review the alleged grievance and decisions made. All official written material shall be presented to the City Council. Decisions made by the Mayor and Council shall be final and without further appeal; however, nothing precludes the Council from referring the dispute to an alternative dispute resolution method such as mediation or third party arbitration.

Section 6. Time Extension

Upon mutual consent of the parties as evidenced by a written, signed agreement, a time extension for grievances and appeals may be authorized. Such agreement shall state the duration of the extension.

See Utah Code 67-19-29 for direction to relevant statutes dealing with specific grievance resolution topics.

Policy 22. Fraud Prevention Policy

Section 1. Purpose

This Fraud Policy is established to facilitate the development of controls which will aid in the detection and prevention of fraud against Hildale City. It is the intent of the City to be proactive in implementing guidelines and assigning responsibility for the development of controls and conduct of investigations to mitigate risks related to fraud.

Section 2. Scope and Policy

This policy applies to any fraud, or suspected fraud, involving employees as well as consultants; vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other parties with a business relationship with the City. Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the City.

Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each Department Head or Supervisor should be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.

Any fraud that is detected or suspected must be reported immediately to the City Manager, who will coordinate substantiated investigations with the Audit Committee, the, Police Department, the City Attorney and other affected areas, both internal and external.

The City will not tolerate false or malicious reporting of suspected fraud. Great care must be taken in the investigation of suspected improprieties or wrongdoings so as to

avoid mistaken accusations All reports must be based on honest and sincere factual substance in order for this policy to be effective.

Section 3. Audit Committee

The Audit Committee is a subcommittee of the City Council. Its responsibilities include evaluation of management's identification of fraud risks, implementation of antifraud measures, and creation of a culture with zero tolerance for fraud. The Audit Committee also plays an important role in helping the City Council fulfill its oversight responsibilities with respect to the City's financial reporting process and the system of internal controls.

The Audit Committee has the responsibility to oversee the activities of senior management and to consider the risk of fraudulent financial reporting involving the override of internal controls or collusion. The Audit Committee receives information from external auditors in evaluating and assessing the City's internal controls and the potential for fraudulent financial reporting.

As part of its oversight responsibilities, the Audit Committee should encourage management to provide a mechanism for employees to anonymously report concerns about unethical behavior, actual or suspected fraud, or violations of the City's code of conduct or ethics policy. The committee should also receive reports describing the nature, status, and eventual disposition of any fraud or unethical conduct.

A summary of the activity, follow-up and disposition should also be provided to the City Council in executive session. The Audit Committee typically has the ability and authority to investigate any alleged or suspected wrongdoing brought to its attention.

Section 4. Actions Constituting Fraud

Examples of fraudulent activities include, but are not limited to the following:

- Any dishonest or fraudulent act
- Forgery or alteration of any document or account belonging to the City.
- Forgery or alteration of a check, bank draft, or any other financial document.
- Misappropriation of funds, securities, supplies, or other assets.
- Impropriety in the handling or reporting of money or financial transactions
- Profiteering as a result of insider knowledge of City activities
- Disclosing confidential and proprietary information to outside parties.
- Disclosing to other persons securities activities engaged in or contemplated by the City.
- Accepting or seeking anything of material value from contractors or vendors, except gifts less than \$50.00 in value.
- Destruction, removal or inappropriate use of records, furniture, fixtures and equipment.

Section 5. Other Inappropriate Conduct

Suspected improprieties concerning an employee's moral, ethical, or behavioral conduct should be resolved by departmental management and Human Resources rather than the person who suspects impropriety. If there is any question as to whether an action constitutes fraud, contact the City Manager.

Section 6. Investigation Responsibilities

The City Manager will conduct a preliminary investigation to determine if there is enough facts to substantiate an investigation by the Audit Committee. The Audit Committee has the primary responsibility for the investigation of all substantiated fraudulent acts as defined in the policy. If the investigation substantiates that fraudulent activities have occurred, the Audit Committee will issue reports to appropriate designated personnel and, if appropriate, to the City Council. The audit committee may refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation or prosecution. Such decisions will be made in conjunction with legal counsel and senior management.

Section 7. Confidentiality

The Audit Committee treats all information received *confidentially*. Any employee who suspects dishonest or fraudulent activity will notify the City manager immediately, and *should not attempt to personally conduct investigations or internal interviews* related to any suspected fraudulent act.

Reporting individuals should be informed to not contact the suspected individual in an effort to determine facts or demand restitution and to not discuss the case, facts, suspicions or allegations with anyone unless specifically asked to do so by the City Manager or Audit Committee.

Investigation results *will not be disclosed or discussed* with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the City from civil liability. Any Audit Committee member who wrongfully discloses confidential information will be immediately removed from the committee.

Section 8. Authorization for Investigating Suspected Fraud

The Audit Committee will have free and unrestricted access to all City records and premises and authority to examine, copy and remove contents of files on the premises without prior knowledge or consent of any individual who may use or have custody of any such items or facilities when it is within the scope of their investigation.

Section 9. Investigating Procedure

Any employee who discovers or suspects fraudulent activity will contact the City Manager or any member of the Audit Committee immediately. The complainant may remain anonymous. All inquiries concerning the activity under investigation should be directed to the City Manager, Audit Committee or the City Attorney. No information concerning the status of an investigation will be communicated with others, shared or given out. The proper response to any inquiries is, "I am not at liberty to discuss this matter." *Under no circumstances* should any reference be made to "the allegation;" "the crime," "the fraud," "the forgery," "the misappropriation," or any other specific reference.

Section 10. Discipline and Termination

If an investigation results in a recommendation to discipline or terminate an individual, the recommendation will be reviewed for approval by the City Manager and the City Attorney if necessary, before any such action is taken. The Audit Committee does not have the authority to discipline or terminate an employee. Discipline or termination decisions will be made in accordance with the City's Personnel Policies Manual.

Section 11. Administration

The City Manager is responsible for the administration, revision, interpretation, and application of this policy. The policy will be reviewed annually and revised as needed.

HILDALE CITY RESOLUTION NO. 2019-07-__

A RESOLUTION ADOPTING AN OFFICIAL LOGO FOR HILDALE CITY

WHEREAS, Hildale City has engaged in an effort to design a logo that best embodies the spirit of the City at this particular point in time;

WHEREAS, after extensive study and gathering of public input, the Council has reached a consensus on a logo design, a representation of which is attached to this Resolution; and

WHEREAS, the Council now desires to adopt the attached to represent Hildale City to the public.

NOW THEREFORE, be it resolved by the Mayor and City Council of Hildale City, Utah as follows:

Section 1. The attached logo is hereby adopted as the official Hildale City Logo.

Section 2. The Hildale City Logo shall henceforth be affixed to printed and electronic communications and other materials issued by the City, depicted in proportion, style and color consistent with the attached, except that the Logo may be depicted in monochrome whenever necessary under the circumstances.

Section 3. This Resolution shall become effective immediately after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF HILDALE CITY, UTAH, ON THIS ____ DAY OF _____, 2019 BY THE FOLLOWING VOTE:

		YES	NO	ABSTAIN	ABSENT
Lawrence Barlow	Council Member				
Stacy Seay	Council Member				
JVar Dutson	Council Member				
Maha Layton	Council Member				
Jared Nicol	Council Member				

Donia Jessop, Mayor

ATTEST:

Vincen Barlow, City Recorder

