



**Tremonton City Corporation
City Council Meeting
October 15, 2019
Meeting to be held at
102 South Tremont Street
Tremonton, Utah**

CITY COUNCIL WORKSHOP AGENDA

6:00 p.m.

1. Review of items listed on the 7:00 p.m. agenda
2. **CLOSED SESSIONS:**
 - a. *Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or*
 - b. *Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or*
 - c. *Strategy sessions to discuss pending or reasonably imminent litigation; and/or*
 - d. *Discussions regarding security personnel, devices or systems*

Please note that any agenda item listed on the 6:00 p.m. City Council Workshop may be discussed in the 7:00 p.m. City Council Meeting

CITY COUNCIL MEETING AGENDA

7:00 p.m.

1. Opening Ceremony
2. Introduction of guests
3. Declaration of Conflict of Interest
4. Approval of agenda
5. Approval of minutes – October 1, 2019
6. Public comments: This is an opportunity to address the City Council regarding your concerns or ideas. Please limit your comments to three minutes.

7. Presentation
 - a. Presentation by students from Promontory School of Expeditionary Learning on Xeriscaping
8. New Council Business:
 - a. Discussion and consideration of adopting Resolution No.19-46 amending the Tremonton City Personnel Policies and Procedures Manual including *Section VI: Employee Code of Conduct* regarding personal use of Tremonton City facilities, equipment, and vehicles and *Section XVIII: Leaves of Absence* regarding the accrual of paid annual leave
 - b. Discussion and consideration of adopting Resolution No.19-47 requesting the recertification of the Tremonton City Justice Court from the Justice Courts Standards Committee and the Utah Judicial Council
 - c. Discussion and consideration of approving Resolution No. 19-48 adopting an Interlocal Agreement for United Policing Services between Tremonton City and Garland City
9. Calendar Items and Previous Assignment
 - a. Review of calendar
 - b. Review of past assignment
10. Reports & Comments:
 - a. City Manager Reports and Comments
 1. Publication of *Request for Qualifications & Bids for the Creation of a Historic District - October 2019*
 2. Draft designs for Tremonton City billboards
 - b. Development Review Committee Report and Comments
 - c. City Department Head Reports and Comments
 1. Public Works construction project updates
 - d. Council Reports and Comments
11. **CLOSED SESSIONS:**
 - a. ***Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or***
 - b. ***Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or***
 - c. ***Strategy sessions to discuss pending or reasonably imminent litigation; and/or***
 - d. ***Discussions regarding security personnel, devices or systems***
12. Adjournment

Anchor location for Electronic Meeting by Telephone Device. With the adoption of Ordinance No.

13-04, the Council may participate per Electronic Meeting Rules. Please make arrangements in advance.

Persons with disabilities needing special assistance to participate in this meeting should contact Linsey Nessen no later than 48 hours prior to the meeting.

Notice was posted October 10, 2019 a date not less than 24 hours prior to the date and time of the meeting and remained so posted until after said meeting. A copy of the agenda was delivered to The Leader (Newspaper) on October 10, 2019.

Linsey Nessen, CITY RECORDER

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TREMONTON CITY CORPORATION CITY COUNCIL MEETING OCTOBER 1, 2019

Members Present:

Diana Doutre
Lyle Holmgren
Jeff Reese
Bret Rohde
Lyle Vance
Roger Fridal, Mayor
Shawn Warnke, City Manager
Linsey Nessen, City Recorder

CITY COUNCIL WORKSHOP

Mayor Fridal called the October 1, 2019 City Council Workshop to order at 6:03 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Fridal, Councilmembers Doutre, Holmgren, Reese, Rohde, and Vance, City Manager Warnke, and City Recorder Nessen. The following Department Heads were also present: Public Works Director Paul Fulgham, Police Chief Kurt Fertig, and Building Official Steve Bench.

The following items were discussed out of order.

1. Discussion of the proposed Aspen Ridges Townhome project located at approximately 250 West Rocket Road and the draft Aspen Ridges Overlay Zone District

Manager Warnke said Sadler Construction developed Tremonton Pines between the canal and railroad tracks on 600 South going north. They did a great job with that development and targeted a specific market with some great amenities. They approached the City about rezoning a property they are looking to purchase, which is located kind of within that same corridor. It is north of Rocket Road and sits between the canal and railroad tracks. It has been annexed into the City. The current zoning is half-acre lots, but they are proposing a townhome project. The Planning Commission held a public hearing and had good participation by the public expressing their concerns. City staff has written an overlay ordinance to address those. Sadler Construction wants to get a sense of what the Council wants since it is a legislative decision. It would go back to the Planning Commission for a public hearing.

Manager Warnke said residents say they preferred larger lots because they think that creates stronger land values, but that is not always the case. There is concern about the density that is being proposed, but I think this is a good location for it. Our code requires a 10 foot landscaped buffer for multi-family projects. By having the trail corridor, there is 20 feet plus the 80-foot canal width to the east and on the opposite side you have a 100-foot rail corridor. The public brought up an issue about traffic and roads, but it is a great

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location. Rocket Road is classified as a minor arterial, Tremont Street is a major arterial, and 600 South is a collector road. They surround this property so it is a good location to receive additional traffic. I do hope we can connect this project all the way to 600 South. When there is this much density I think a trail like the rail trail corridor would service this type of development and we have talked about trying to incorporate it. This would allow a large group of people access to an alternative form of transportation that is designed and focused on trying to move people to the shopping district on Main Street and a safe route to school. I am impressed with the product type, which is something we do not have within the City. Having housing options at different prices makes a great community and attracts different types of people at different stages of life. Some of the amenities they propose are a clubhouse, theater room, a fitness center, pool, Jacuzzi, and playground. The building type will be masonry material for some nice townhomes built for all walks of life. The end units are main floor living with bigger units in the middle. Sizes range from 1,400 to 3,000 square feet with garages.

Manager Warnke said there was not a zoning district to fit this type of zone. The 16 dwelling units per acre was proposed, but the plan is to do 10 units per acre. What we are proposing for this project is an overlay district. The underlying zoning would be RM-16 with an overlay district that adds supplemental regulations that trump the underlying zoning in certain locations. This would limit it to 10 dwelling units per acre and determine exterior materials. Having a nice product with these amenities brings additional value to the City. This is all written into the overlay to ensure what is being proposed is what is approved. There will be private roads so it would be good to have them run from Rocket Road all the way to 600 South and stub to another public road. If we could work something out with the other property owner north of there, then the two parcels could be developed together and allow master planning to occur. The Planning Commission recommended denying the rezone, but many of the concerns would be addressed through the overlay district. This would go back to them, but the Council ultimately needs to make the decision. After we drafted the overlay ordinance we took it to the Planning Commission and their response was favorable. When asked if the land were to be sold off, Manager Warnke confirmed that the zoning would stay. This is the best opportunity we have to work out some of these issues and to formalize what this project is going to look like. The Council asked about the water table, but other homes in the area have basements and the City's 18-inch drainage line goes through there, which should help. Councilmember Vance said we need housing in this area. There are no entry-level homes and I think this is a good idea. Councilmember Holmgren asked how many units they are proposing, which is about 160 units for purchase.

2. Discussion of the proposed 1000 North Corridor Preservation Overlay Zone District

Manager Warnke said we are planning another overlay ordinance that is meant to address the expansion of 1000 North from 2300 West to Interstate 84. There are many different zoning districts along this corridor that accommodate commercial and residential uses. This tries to protect the corridor from individuals building too close to the road. With the hillside, there needs to be fill-slopes for the road to expand, which is going to be pushed out to support the curb, sidewalk, and gutter. The overlay district will increase the

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setbacks to 50 feet. Engineer Chris Breinholt is doing preliminary engineering on the next phases in order to construct the road and help ensure people push their homes back far enough so in the future, as things build out, the City does not encroach on them. At the time of building permit for subdivisions, the City can exact requirements or improvements relative to the demand that the subdivision has on the City. There is a correlation between issuing more building permits and the need to expand the road. For that reason, we will require a fill-slope easement as an exaction to support the sidewalk. Director Fulgham said we will work around existing homes to make their transition into the road not so steep. If we can get them to build behind a certain point, then it saves us from having to buy the fill-slope. This allows us to build a road and taper back into theirs so it is not as steep and we do not have erosion problems. When doing federal highway projects, UDOT makes you obtain things as part of the design so we are trying to get ahead of that. Manager Warnke said the code allows us to exact the fill-slope easement. The setback would be accomplished by adopting this, but it also makes it clear and puts people on notice that this is a corridor we are trying to preserve. They would participate because they are part of creating the demand to expand the road.

3. Review of items listed on the 7:00 p.m. agenda

Manager Warnke said the Bear River Heritage Area is a boundary that is created based upon cultural and historical assets. A few entities from Wyoming, Idaho and Utah came together because they felt this geographic area known as the Bear River has common assets. In a Heritage Area, historical assets are promoted in a way to encourage tourism. For about 16 years there has been this Bear River Heritage Area, but the hope is to make it nationally recognized, which will take an act of congress. The value of a National Heritage Area is that you receive federal funds to promote it. Part of this story for the area are the native Americans, the settlement of the Mormon pioneers, the BR massacre, and the river itself, as well as crafts—anything in that cultural heritage and tourism is promoted. If we are able to get this National Heritage Area created, then we anticipate a minimum of \$250,000, which would allow for a full-time person to coordinate the affairs and promotions. This resolution is to provide support and voice to the congressmen that this is something constituents want. BRAG will oversee it and they do not ask for any funds from us, just political support.

4. ***CLOSED SESSIONS: No closed session was held at this time.***

- a. ***Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or***
- b. ***Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or***
- c. ***Strategy sessions to discuss pending or reasonably imminent litigation; and/or***
- d. ***Discussions regarding security personnel, devices or systems***

The meeting adjourned at 6:52 p.m. by consensus of the Council.

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CITY COUNCIL MEETING

Mayor Fridal called the October 1, 2019 City Council Meeting to order at 7:00 p.m. The meeting was held in the Tremonton City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Mayor Fridal, Councilmembers Doutre, Holmgren, Reese, Rohde, and Vance, City Manager Warnke, and City Recorder Nessen. The following Department Heads were also present: Public Works Director Paul Fulgham, Police Chief Kurt Fertig, and Building Official Steve Bench.

1. Opening Ceremony:

Mayor Fridal informed the audience that he had received no written or oral request to participate in the Opening Ceremony. He asked anyone who may be offended by listening to a prayer to step out into the lobby for this portion of the meeting. The prayer was offered by Director Fulgham and the Pledge of Allegiance was led by Councilmember Reese.

2. Introduction of guests:

Mayor Fridal welcomed those in attendance.

3. Declaration of Conflict of Interest: none

4. Approval of Agenda:

Motion by Councilmember Holmgren to approve the agenda of October 1, 2019. Motion seconded by Councilmember Doutre. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

5. Approval of minutes – September 3, 2019

Motion by Councilmember Doutre to approve the minutes of September 3, 2019. Motion seconded by Councilmember Reese. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

6. Public comments: Comments limited to three minutes.

Marie McManis moved to the area six months ago and is working on a petition for an off leash dog park, allowing a place for the community to socialize with canines and their owners. She hopes to develop a well-maintained open space that is available to all dog lovers and friends willing to uphold the rules and restrictions. She said parks offer a wealth of benefits to dogs and have been successful in surrounding towns. If they already have an acre area, they would just have to have it fenced, with water available and some benches. She asked on Tremonton Classifieds Facebook page if a park was in the area and received a lot of interest about one being opened.

7. Presentation

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- a. Presentation by the Women's Civic League, GFWC regarding the Holmgren Nature Park and Trail—committee member Kathy Bessinger, Debbie Lee, Phyllis Sorensen, and Lyla Miller

Chairman Bessinger said the Women's Civic League is excited about the walking path and, as the Community Improvement Project Committee, would like to give a check for \$2,455 to the City. This will pay for three benches that have already been ordered. We will have another \$2,500 to spend toward the walking path for interpretive signage. We saw an update on the walking path plans and think it is a wonderful area that is well planned out and a nice addition to the community. It is nice to have a safe place to walk. We are very excited to be a part of developing this area.

8. Proclamation

- a. Proclamation for Domestic Violence Awareness Month—Penny Evans, Angela Byington, and Teneya Lafors

Penny Evans thanked the Council for their time and welcomed her associates. She said we have an amazing staff and community support—we could not do the work we do without them. She read through their countywide statistics, which reflect how many people they have helped when dealing with domestic violence, sexual assault, child abuse, stalking, dating violence, and other crimes. We help people find safety and succeed to become self-sufficient. The Council was invited to their Domestic Violence Awareness Walk on October 16 in Tremonton at 5:30 p.m. She also reminded them about their fundraiser—Reindeer Games—that helps with their free services. Their main shelter is located in Brigham City, but they have an office in Garland and a victim advocate who comes to Tremonton a couple times a week. We also have a justice court advocate that covers all the justice courts in the County and walks people through that process. I also want to give a shout out to the police department—we could not do our work without the officers. A domestic violence call is one of the most dangerous they can go on and we appreciate their work. She then read the proclamation, which was signed by Mayor Fridal.

Motion by Councilmember Holmgren to proclaim October as Domestic Violence Awareness Month. Motion seconded by Councilmember Doutre. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

9. New Council Business:

- a. Discussion and approval of August Warrant Register

Motion by Councilmember Vance to approve the August Warrant Register. Motion seconded by Councilmember Reese. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

- b. Discussion and approval of August Financial Statements

Motion by Councilmember Reese to Approve the August Financial

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Statements. Motion seconded by Councilmember Doutre. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

- c. Discussion and consideration of approving Resolution No. 19-44 supporting the establishment of the Bear River National Heritage Area

Brian Carver from BRAG said what the National Heritage Area Program seeks to do is identify cultural and historical resources within those areas and look for ways to tell that story. Our immediate area does not include any national parks, but we do have a number of national historic sites and monuments, including the Golden Spike National Historic Site, a number of bird and wildlife refuges, and national grasslands and forests within our boundaries. We are working with the three counties in northern Utah and four in southeastern Idaho to become part of the National Heritage Area Program. For the past few years, we have fostered a number of activities to identify and promote these resources and help communities and property owners, on a voluntary basis, look at ways to preserve and enhance historic buildings, sites, and cultural activities. We want to promote activities and create opportunities for people to visit and learn about our unique culture and history. Our current effort is to become part of the National Heritage Area system, which requires an act of congress. Congressman Rob Bishop has prepared a Bear River National Heritage Area Act and we are contacting all the communities in the area to build support and create awareness. He read a list of things this area cannot interfere with and said we are a technical resource to local communities who want to engage in conservation and the promotion of historic resources. Engaging on a national level opens up more resources to us.

Motion by Councilmember Vance to approve the resolution. Motion seconded by Councilmember Holmgren. Roll Call Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

- d. Discussion and consideration of adopting Resolution No. 19-45 approving Spring Acres Phase 6 Subdivision Development Agreement

Manager Warnke said this is a standard template that has already been recorded. In the special conditions it talks about fee in lieu for streetlights and chip seal specific to this subdivision. They have paid and it has been recorded.

Motion by Councilmember Reese to adopt the resolution. Motion seconded by Councilmember Vance. Roll Call Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

- e. Discussion and consideration of adopting Ordinance No. 19-11 amending the Tremonton City Land Use Code, including Title I Zoning Ordinance, Chapters 1.03, 1.04, 1.08, 1.19; Title II Subdivision Ordinance, Chapter 2.05; and Title III General Public Works Construction Standards and Specifications

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Official Bench said Chapter 3 is the definition chapter and talks about storage sheds being a part of this ordinance. Commercial outdoor would be retail places that store things like lumber. Self-storage enclosed is garage doors or man doors, and outdoor self-storage are places for RVs and boats.

Official Bench said Chapter 4 discusses different committee's duties. The Planning Commission has been the Traffic Advisory Board, but since we have a larger staff and day-to-day things that need to be looked at, it was recommended we remove the Planning Commission as such and setup another board that would consist of the Police Chief, Public Works Director and someone else. The Planning Commission and City Council would still be involved on big issues.

Official Bench said Chapter 8 is the commercial and industrial chapter. In the past, the allowed zoning was mainly in the industrial area; MD-B and MD-G zones. Part of this was to open it up to other areas with a conditional use and site plan approval. Chapter 19 is the supplementary chapter where the self storage ordinance was placed. It talks about regulations that protect the neighborhood and City. There are guidelines on setbacks, security, lighting, and fencing, as well as landscaping, signage, and surface area. Councilmember Reese asked if the existing storage facilities would be grandfathered in, which they would. The Council asked Manager Warnke for his opinion. He said these are reasonably debatable decisions. I am cautious about storage units and where they are placed because I do think they have a more industrial feel to them. As I looked at the purpose associated with each zoning district and the vision of what the land uses are contemplated within that district, I felt most comfortable with it in the MD-B zone, but realize that is a wide range of uses. We did our best to balance needs within the proposed regulations. We tried to keep it away from the Commercial Highway (CH) zone—the main thoroughfare corridors. Councilmember Vance said standardization is something I am concerned with. When someone comes in for a conditional use, are we deciding whether or not they can put that in or are we saying some people have to abide by these stipulations and some do not? Manager Warnke said it is an administrative decision at that point, which means a conditional use takes an additional review and potentially additional conditions. We have created those conditions. We review permit applications and there is an allowance for additional conditions, but it really focuses on reviewing an application against the regulations that have been adopted. Councilmember Vance said I am worried about doing something for somebody and not someone else. There needs to be standards so when someone looks at our policy, they know what we are asking for, no questions asked. Manager Warnke said that is what these supplemental regulations are there for, as well as the standards that are more general and broad in our conditional use chapter. The site plan review would be approved by the DRC board delegated through the code.

Official Bench said Title II talks about easements. There is no longer a need for the 7.5-foot easements around the sides and back of lots. All utilities are out front and this would eliminate heartache for landowners and the City in the future. We would maintain the 15 feet in the front. If the City engineer sees a need for additional easements, that would be part of a subdivision before it is recorded.

Official Bench directed the Council to Chapter 19 and said when the RV Park

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came in, the owner requested not allowing tents. We put that in, but an issue arose where a family had paid, setup their tent and were later kicked out and told it was the City's fault. We are striking that and letting the RV Park manage it.

Motion by Councilmember Rohde to adopt the resolution and amend the codes. Motion seconded by Councilmember Reese. Roll Call Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, Councilmember Vance - nay. Motion approved by a 4-1 vote.

- f. Discussion and consideration of adopting Ordinance No. 19-12 creating a new zone district called the Edgewood Overlay Zone and amending the Tremonton City Zoning for four parcels of property (05-043-0070; 05-043-0068; 05-043-0071; and 05-043-0056) that total 34.997 acres more or less be rezoned from Residential RR-1; R1-20; R1-10; and R1-8 to an underlying zone district of Mixed Use (MU) and an overlay zone district of the Edgewood Overlay Zone

Official Bench said this is the vacant property north of Archibald Estates. The developer would like to do mixed housing. The first row of homes would be larger and comparable to those in Archibald's. There will be a street buffer as it goes into the smaller lots with single-family detached homes with garages. The active adult area would have patio style homes with garages and then there would be the townhomes. There would be smaller, private roads that would access the dwelling units. In the ordinance it says that if the single-family dwellings are selling, they would want to amend or ask to take up some of the townhome property for more of those. There is a limit on the number of dwelling units and they will not be bunched together. There will be no commercial, just residential and that is what the overlay ensures.

Motion by Councilmember Reese to adopt the ordinance. Motion seconded by Councilmember Rohde. Roll Call Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

- 10. Calendar Items and Previous Assignment
 - a. Review of calendar: none
 - b. Review of past assignment: none
- 11. Reports & Comments:
 - a. City Manager Reports and Comments: none
 - b. Development Review Committee Report and Comments: none
 - c. City Department Head Reports and Comments

Director Fulgham discussed the 10th North slope-easements. He said there was a two year hold on applications that has been extended another two years because the highway bill is up for re-proposal and congress has to appropriate the money before we can set aside money for our project, which is usually a five-year period before the money is available. It could be another seven years before we have money. Engineer Breinholt suggested the City get the project designed and, as money becomes available, start on the

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2300 West section past the canal using City funds. It is a historical canal so if they can get past it, the City would get by a lot of red tape and higher costs. As funds come, we move forward a little at a time. A project from 2300 West to I-84 will cost about \$5 million.

Director Fulgham said I send a report as we acquire water shares. We are constantly having them available to us and I believe as long as we can afford to buy them we should because they will never lose their value. We are also working out agreements with those who want to sell, but still use them for farming. We could put them in the lease pool so that water is put to the best use. We will send out ideas on how we can adjust the water rates to make them comparable as far as secondary versus culinary. We know we cannot reduce the secondary rates because that is what it takes to make the bond payments, but we could do some things to make them more comparable between the two rates. Councilmember Vance said secondary water costs more than culinary and there is no common sense behind that. We have to change things so secondary water is less than culinary. Director Fulgham said we still have to pay for new infrastructure, which is what drives the cost, not the water. Yes we have to pump it and obtain shares, but it is the pipes we put in to deliver the water that costs the most. Councilmember Vance said we want to encourage people to use secondary and not culinary. If it is cheaper to buy culinary then why would I turn my secondary water on. Director Fulgham said we have the penalty rate. Once it is in front of their house they have a year to connect before they get hit by that rate. The Council agreed it would need to be on a future agenda for discussion. Manager Warnke reminded the Council that we do not know how long it will take to build out this system. The ideal scenario is that people are paying equivalent rates.

d. Council Reports and Comments

Councilmember Vance said I am excited about the Women's Civic Club and their willingness to support and donate money to the trail.

Mayor Fridal commended the Council for their efforts. Not one of you is benefiting by being on the Council. The only reason you do it is to make Tremonton a better place. We have a terrific Council and I thank you. He also invited the Council to the Fire Department's drill night on Thursday night. Manager Warnke said we have engaged someone to do an analysis and look at data for our fire department. We need daytime coverage at the station whether it be part-time or full-time.

Motion by Councilmember Holmgren to move into closed session. Motion seconded by Councilmember Reese. Vote: Councilmember Dautre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

The Council moved into a closed session at 8:28 p.m.

12. CLOSED SESSIONS:

- a. *Strategy session to discuss the purchase of real property when public discussion of the transaction would disclose the appraisal or estimated value of the***

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- property under consideration or prevent the public body from completing the transaction on the best possible terms; and/or*
- b.** *Strategy session to discuss the character, professional competence or physical or mental health of an individual; and/or*
 - c.** *Strategy sessions to discuss pending or reasonably imminent litigation; and/or*
 - d.** *Discussions regarding security personnel, devices or systems*

Motion by Councilmember Holmgren to return to open session. Motion seconded by Councilmember Doutre. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

The Council returned to open session at 8:55 p.m.

13. Adjournment.

Motion by Councilmember Holmgren to adjourn the meeting. Motion seconded by Councilmember Doutre. Vote: Councilmember Doutre - aye, Councilmember Holmgren - aye, Councilmember Reese - aye, Councilmember Rohde - aye, Councilmember Vance - aye. Motion approved.

The meeting adjourned at 8:55 p.m.

The undersigned duly acting and appointed Recorder for Tremonton City Corporation hereby certifies that the foregoing is a true and correct copy of the minutes for the City Council Meeting held on the above referenced date. Minutes were prepared by Jessica Tanner.

Dated this _____ day of _____, 2019.

Linsey Nessen, City Recorder

TREMONTON CITY
CITY COUNCIL MEETING
OCTOBER 15, 2019

TITLE:	Discussion and consideration of adopting Resolution No.19-46 amending the Tremonton City Personnel Policies and Procedures Manual including <i>Section VI: Employee Code of Conduct</i> regarding personal use of Tremonton City facilities, equipment, and vehicles and Section XVIII: Leaves of Absence regarding the accrual of paid annual leave
FISCAL IMPACT:	
PRESENTER:	Shawn Warnke, City Manager

Who, What, When, and Why: Tremonton City has adopted the Tremonton City Personnel Policies and Procedures Manual. From time to time it becomes necessary for the City to consider amending sections of the adopted Tremonton City Personnel Policies and Procedures Manual. Tremonton City staff has drafted two amendments for the City Council's consideration and recommends approval of the same. Specifically Section VI: Employee Code of Conduct is being amended to be consistent with a recently adopted State Code codified in Utah Code 76-8-402 regarding misusing public money or public property. Section XVIII: Leaves of Absences is being amended to calculate the accrual rate of paid annual leave based upon years of service within the Utah Retirement System (URS) rather than years of service with Tremonton City. Calculating the accrual rate of paid annual leave based upon years of service within the Utah Retirement System (URS) will assist the City in recruiting experienced employees when there a job opening.

Attachments: Draft Resolution

RESOLUTION NO. 19-46

**A RESOLUTION OF TREMONTON CITY CORPORATION APPROVING
AMENDMENTS TO THE TREMONTON CITY PERSONNEL POLICIES AND
PROCEDURES MANUAL INCLUDING SECTION VI: *EMPLOYEE CODE OF
CONDUCT* REGARDING PERSONAL USE OF TREMONTON CITY FACILITIES,
EQUIPMENT, AND VEHICLES AND SECTION XVIII: *LEAVES OF ABSENCE*
REGARDING THE ACCURAL OF PAID ANNUAL LEAVE**

WHEREAS, the City Council of Tremonton, Utah has adopted the Tremonton City Personnel Policies and Procedures Manual; and

WHEREAS, from time to time it becomes necessary for the City to consider amending sections of the adopted Tremonton City Personnel Policies and Procedures Manual; and

WHEREAS, Tremonton City staff has drafted two amendments for the City Council's consideration and recommends approval of the same; and

WHEREAS, specifically Section VI: Employee Code of Conduct is being amended to be consistent with a recently adopted State Code codified in Utah Code 76-8-402 regarding misusing public money or public property; and

WHEREAS, Section XVIII: Leaves of Absences is being amended to calculate the accrual rate of paid annual leave based upon years of service within the Utah Retirement System (URS) rather than years of service with Tremonton City; and

WHEREAS, calculating the accrual rate of paid annual leave based upon years of service within the Utah Retirement System (URS) will assist the City in recruiting experienced employees when there a job opening.

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Council hereby approves amending, deleting, and adding to Section VI: Employee Code of Conduct and Section XVIII: Leaves of Absences of the Tremonton City Personnel Policies and Procedure Manual as contained in Exhibit "A" and Exhibit "B".

ADOPTED AND PASSED by the City Council of Tremonton, Utah, this 15th day of October 2019. This Resolution shall become effective upon adoption and passage by the City Council.

TREMONTON CITY
A Utah Municipal Corporation

ATTEST:

Roger Fridal, Mayor

Linsey Nessen, City Recorder

EXHIBIT A

SECTION VI: EMPLOYEE CODE OF CONDUCT

1. **MUNICIPAL OFFICERS' AND EMPLOYEES' ETHICS ACT.** In accordance with state law, all municipal officers and employees shall abide by the Municipal Officers' and Employees' Ethics Act (Utah Code Annotated starting in 10-3-1301 through 10-3-1312). The stated purposes of this state law are to establish standards of conduct for municipal officers and employees and to require a disclosure of actual or potential conflicts of interest between public duties and personal interests. Officers and employees may consult with the City Manager or City Attorney if questions concerning the Act arise.
 - A. **PRIVILEGED INFORMATION.** City employees who are involved with information of significant public interest may not use this privileged information for personal gain, nor to benefit friends or acquaintances. If an employee has an outside interest which could be affected by any City plan or activity, this situation shall be reported to the City Manager or Mayor immediately. Each employee is charged with the responsibility of ensuring that only information that shall be made available to the general public is released as defined in the Government Records Access and Management Act ("GRAMA"). Dissemination of privileged information by an employee, via social media or other method, may subject the employee to disciplinary action in accordance with Section VII: Disciplinary Action.
 - B. **GIFTS AND GRATUITIES.** City employees are prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan, or item of monetary value from any person seeking to obtain business with the City, or from any person within or outside City employment whose interests may be affected by the employees' performance or nonperformance of official duties. City employees shall not accept gifts or gratuities except under circumstances such as an occasional nonpecuniary gift having a value of less than \$50.00 or an award publicly presented or a loan made in the ordinary course of business or a political campaign contribution actually used in a political campaign as allowed by the Utah Code Annotated 10-3-1304.
 - C. **DISCLOSURES.** An officer or employee is required to make a disclosure in writing and file it with the City annually (Appendix Number 38). The written statement shall be notarized and given certain minimal information about the conflict of interest. The second required disclosure is oral and shall be made in an open meeting to the members of the body of which they are a member immediately before the discussion about the topic involved in the conflict of interest. An appointed officer who is not a member of a public body or a municipal employee shall also disclose the information required to their immediate supervisor.

2. **PROFESSIONALISM.** Tremonton City is a professional association whose purpose, among others, is to provide professional services to its citizens. Its employees shall adhere to high standards of public service that emphasize professionalism, courtesy, and avoidance of even the appearance of illegal or unethical conduct. Employees are required to carry out efficiently the work items assigned as their responsibility, to maintain good moral conduct, and to do their part in maintaining good relationships with their supervisors and fellow employees, the public, and other member employees and officials.
3. **CONFIDENTIALITY.** Fellow employees have an unquestionable right to expect all personal information about themselves, their illness, their family and financial circumstances to be kept confidential. Every employee has an obligation to protect this confidence. Never discuss privileged information with others who are not authorized to receive it, either inside or outside the office. Dissemination of confidential information by an employee, via social media or other method, may subject the employee to disciplinary action in accordance with Section VII: Disciplinary Action.
4. **ATTENDANCE.** Regular attendance and punctuality are essential to providing high quality work, service to customers, and to avoid extra work for fellow employees. Therefore, when the employee is going to be late or shall not be able to report to work, the employee shall notify their supervisor prior to the scheduled work time. If the employee is ill or has an emergency, the employee shall notify a supervisor (immediate supervisor preferred) as soon as possible on each day of absence.
5. **PERSONAL COMMUNICATION DURING WORK HOURS.** It is expected that employees shall limit personal communication such as visitors, emails, texts, or phone calls on their personal devices during working hours.
6. **APPEARANCE.** The City requires its employees to present a favorable impression by virtue of their appearance while at work. All employees are expected to maintain a neat and clean personal appearance, along with avoiding extreme appearance associated with hair color, body art, and piercings, maintain proper hygiene, and dress as appropriate for their job duties, as determined by the Mayor, City Manager, and/or Department Head in coordination with the City Attorney, while at work. Standards of dress shall be appropriate to meet the requirement of the employees to present themselves in a favorable impression during any contact with the public and may differ from each City department and an individual job within a City department.
7. **SMOKING.** In compliance with the Utah Indoor Clean Air Act (UCA26-38), smoking of traditional tobacco, cigars, electronic cigarettes, hookah, pipes and the like are prohibited in City facilities. Tremonton City also prohibits smoking of traditional tobacco, cigars, electronic cigarettes, hookah, pipes in City owned vehicles.
8. **PERSONAL USE OF TREMONTON CITY OFFICE ITEMS.**
 - A. **Computer Equipment.** Personal use of City owned computer systems by an employee is permitted in accordance with the following:

- (1) The employee is not compensated for the work performed, unless the employee has received prior written approval by the Mayor or City Manager.
- (2) The employee uses the computer system after hours, or on the employee's personal time.
- (3) The employee does not use the computer system for permanent storage of data.
- (4) The conveyance of content that compromises or damages the mission, function, reputation, or professionalism of the City or its employees shall be prohibited.
- (5) The employee's use of the City's computer is made with the understanding that such use and content that is accessed, transmitted, received, or reviewed is subject to access, audit, and disclosure by the City.
- (6) Misuse of City owned computer equipment by City employees constitutes misconduct, which is cause for disciplinary action, up to and including termination.
- (7) Waiver, Acceptance of Liability, and Indemnification. The employee is responsible for damages and the replacement of computer equipment that is damaged or stolen while the computer equipment is in the employee's custody. The employee also agrees to indemnify the City against any claims arising from the employee's use of the City computer equipment and the employee has signed the Waiver, Acceptance of Liability, and Indemnification Form (Appendix Number 39) in the Appendix and submitted it to the HR/Payroll Clerk. Employees that use City computer equipment without first signing the Waiver, Acceptance of Liability, and Indemnification Form (Appendix Number 39) constitutes misconduct which is cause for disciplinary action, up to and including termination.

B. Email/Internet. Personal use of City email and internet by an employee is permitted in accordance with the following:

- (1) Inappropriate use of e-mail and/or internet, which includes, but is not limited to, chat locations, sites of a sexual nature, etc. shall be prohibited.
- (2) Distribution of campaign materials or information shall be prohibited.
- (3) Conveying content that compromises or damages the mission, function, reputation, or professionalism of the City or its employees shall be prohibited.

- (4) The employee's use of the City's email and internet is made with the understanding that such use and content that is accessed, transmitted, received, or reviewed is subject to access, audit, and disclosure by the City.
 - (5) Misuse of City owned email and/or internet by City employees constitutes misconduct, which is cause for disciplinary action, up to and including termination.
 - C. Postage Meters. No employee shall be allowed to use City owned postage metering machines at any time for posting and mailing of any material of a personal nature.
 - D. Copying Machines/Printers. Any employee desiring to use City owned copying machines and printers for items of a personal nature shall notify Accounts Payable of the date, number, and types of copies or prints so that the employee is billed for the actual costs. The actual costs, meaning the rate that the City pays the copier/printer leasing company, for using copy machines/printers.
 - E. FAX. Any employee desiring to use City owned FAX for items of a personal nature shall notify Accounts Payable of the date, time and telephone number of all long distance facsimiles made so that the employee is billed for the actual charges.
 - F. Telephone calls.
 - (1) Local Calls. It is expected that employees shall use City owned telephones for local personal calls judiciously. Local telephone calls are to be limited to necessity and shall not disrupt the carrying out of employee responsibilities.
 - (2) Long Distance Calls. Employees are expressly prohibited from making long distance telephone calls of a personal nature on City owned telephones. Emergency calls may be made by first obtaining permission from the Department Head. Employees shall notify Accounts Payable of the date, time and telephone number of all long distance calls made so that the employee is billed for the actual charges.
- 9. PERSONAL USE OF TREMONTON FACILITIES, EQUIPMENT, AND VEHICLES.
 - A. Facilities. Personal use of City facilities by an employee is permitted without the payment of fees in accordance with the following:
 - (1) Department Head Authorization. The Department Head who has management of the facility consents to the date and time on which an employee wants to use a facility.

- (2) Waiver, Acceptance of Liability, and Indemnification. The employee cleans and secures the facility after use and is responsible for damages to the facility that occurs during their use of the facility. The employee also agrees to indemnify the City against any claims arising from the employee's use of the City facility and the employee has signed the Waiver, Acceptance of Liability, and Indemnification Form (Appendix Number 39) and submitted it to the HR/Payroll Clerk. Employees that use City facilities without first signing the Waiver, Acceptance of Liability, and Indemnification Form (Appendix Number 39) constitutes misconduct, which is cause for disciplinary action, up to and including termination.
- (3) Not a Money Making Venture. The employees' use of the facility is not a money making venture, unless the employee has received prior written approval by the Mayor or City Manager which may permit use for some fundraising efforts.

B. Equipment. Pursuant to Utah Code 76-8-402, authorized personal use of some City equipment/property by an employee is permitted in accordance with the following:

- (1) Department Head Authorization. The Department Head who has management of the equipment consents to an employees' use of the equipment along with the date and time that the equipment shall be used and location of use of the equipment. The Department Head shall authorize use of City equipment to employees on a periodic and infrequent basis.
- (2) Possession and Purpose of Property. For an Employee's use of City equipment/property to qualify as authorized personal use, in addition to Department Head Authorization, all of the following requirements must be met: (1) the Employee must be authorized to use or possess the City equipment/property to fulfill the employee's duties with the City; (2) the primary purpose of the employee using or possessing the City equipment/property is to fulfill the employee's duties with the City; and (3) the employee must use and possess the City equipment/property in a lawful manner and in accordance with all policies contained herein.
- (3) Waiver, Acceptance of Liability, and Indemnification. The employee is responsible for damages and the replacement of equipment that is damaged or stolen while the equipment is in the employee's custody. The employee also agrees to indemnify the City against any claims arising from the employee's use of the City equipment and the employee has signed the Waiver, Acceptance of Liability, and Indemnification Form (Appendix Number 39) and submitted it to the City Recorder/HR Director. Employees that use City equipment without first signing the Waiver, Acceptance of Liability, and Indemnification Form (Appendix Number

39) constitutes misconduct which is cause for disciplinary action, up to and including termination.

- (4) Not a Money Making Venture. The employees' use of the equipment is not a money making venture, unless the employee has received prior written approval by the Mayor or City Manager which may permit use for some fundraising efforts.
- (5) Heavy Equipment. The use of heavy equipment such as skid loaders, backhoes, man lifts, etc. for personal use is prohibited. Other than the aforementioned heavy equipment, it shall be the responsibility of the Department Head to determine what constitutes heavy equipment.
- (6) Safety. Employees that are using the equipment shall have a working knowledge of how to operate the equipment safely.
- (7) Consumable Supplies. The employee shall pay for the cost of consumables and other expenses excepting utilities if the use of the equipment is on site.
- (8) Incidental Use of City Equipment/Property. In the event of employee use of City equipment/property that is not authorized personal use, it may qualify as incidental use of City equipment/property if the value provided to the City by the employee's use or possession of the City equipment/property for a public purpose substantially outweighs the personal benefit received by the employee from the incidental use of the City equipment/property for a personal matter, and the incidental use of the City's equipment/property for a personal matter is not prohibited by law or by the City.

10. OUTSIDE ACTIVITIES. Employees shall not represent the City or identify themselves in any way that could be reasonably perceived as representing the City when involved in any outside activity or interest. Employees shall make a specific disclaiming statement that speech or expressions are not representative of the City, when it can reasonably be construed or confused, whether the employee is acting within his or her official duties as an employee or as a private citizen. Employees involved in an outside activity such as a civic organization, church organization, committee unrelated to City business, public office, or service club, shall:

- A. Pursue the outside activity on the employees' own time and away from the City offices;
- B. Discourage any phone, mail, or visitor contact related to the outside interest at City facilities; and
- C. Arrange for annual leave or compensatory time off to pursue the outside interest during business hours.

11. CAMPAIGN ACTIVITY. Municipal officers and employees shall follow the regulations contained in Utah Code Annotated 10-3-1108, which are generally as follows:
 - A. An employee shall not be coerced to support a campaign activity, whether funds or time are involved.
 - B. An employee shall not engage in campaign activity during work hours, unless on approved leave.
 - C. An employee shall not use City-owned equipment, supplies or resources, and other attendant expenses when engaged in campaign activity.
 - D. An employee shall not use, discriminate in favor of or against, any person or applicant for employment based on campaign and political activities.
 - E. An employee shall not use the employee's title or position while engaging in campaign activity.
12. SECONDARY EMPLOYMENT.
 - A. Tremonton City employment is primary.
 - (1) Employment with Tremonton City shall be the primary employment of all full-time employees. Full-time employees are permitted to engage in secondary or outside employment under the following guidelines:
 - (a) Outside employment of any employee shall not be of a type that would reasonably give rise to criticism or suspicion of conflicting interests or duties.
 - (b) Outside employment of any employee shall not interfere with the employee's ability to successfully complete all functions of the employee's employment with Tremonton City.
 - (2) Full-time employees are required to provide written notification to the Department Head or City Manager, using the Employee's Notice of Secondary Employment (see Appendix Number 16 for details) before starting any secondary or outside employment. This notification shall include the following information:
 - (a) The employer's name, business name, and business address.
 - (b) A general overview of the type of business engaged in by the secondary employer.
 - (c) The specific duties engaged in by the employee at their secondary employment.

B. Tremonton City's approval process.

- (1) A Department Head shall review the written notification (see Appendix Number 16 for details) submitted by the Full-time employee and make a recommendation to the Mayor or City Manager regarding whether they recommend that the employee's secondary employment is approved or denied. Factors to consider include, but are not limited to, the following:
 - (a) That the secondary employment reasonably articulates some factor or factors which could negatively impact their employment with Tremonton City. For example, that the secondary employment could reasonably be expected to be too physically or mentally draining on the employee.
 - (b) That the secondary employment could invoke a conflict of interest with their employment with Tremonton City.
 - (c) That the secondary employment is immoral or unethical.
- (2) The Mayor or City Manager shall review the written notification (see Appendix Number 16 for details) submitted by the Full-time employee and the Department Head's recommendation. The Mayor or City Manager shall determine whether the employee's secondary employment is approved or denied using the same factors enumerated above. The Mayor or City Manager's decision to approve or deny an employee's secondary employment shall be communicated in writing to the employee, using the same Employee's Notice of Secondary Employment (see Appendix Number 16 for details). The employee:
 - (a) Shall abide by that decision.
 - (b) May appeal the decision to the City Council, whose decision shall be final.
 - (c) May voluntarily resign their employment with Tremonton City.

13. CITY USE OF SOCIAL MEDIA.

A. DEFINITIONS. For purposes of this policy, the following terms are defined as follows:

- (1) "Social Media" is defined as primarily Internet and mobile-based websites, applications or software for sharing and discussing information, photos, video, comments and posting links to other information. Social Media includes but is not limited to: Social Networking sites (Facebook, LinkedIn, and MySpace), Blogs, Microblogs (Twitter), Video Sharing sites (YouTube), Photo Sharing sites (TwitPic and Flickr), Wikis, or

shared encyclopedias (Wikipedia), RSS feeds, and mobile phone content uploaded to the Internet.

- B. PURPOSE. The City encourages the use of Social Media to further the goals of the City and the mission of its departments. Social Media may be used as a channel for disseminating time-sensitive information as quickly as possible and as marketing/promotional channels, which increase the City's ability to broadcast its messages to the widest possible audience.
- C. AUTHORIZATION. Department Heads, authorized designees of Department Heads, Elected Officials, and the City Manager are authorized to use Social Media bearing the City's name and logo to broadcast information on Tremonton City's behalf. In doing so, the City entrusts that Department Heads, authorized designees of Department Heads, Elected Officials, and the City Manager shall use prudent judgment in representing the City and its interests. Department Heads, authorized designees of Department Heads, Elected Officials, and the City Manager shall be responsible for content that is posted on these Social Media Sites. Poor judgment exercised by Department Heads and authorized designees of Department Heads when posting content may be considered as misconduct and grounds for disciplinary action. The City Council may public censure an Elected Official that exercises poor judgment in posting content on behalf of the City. The following policies shall be followed when using Social Media on the City's behalf:
 - (1) Users and visitors to Social Media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communication between City and members of the public.
 - (2) Content posted to Social Media sites shall contain links directing users back to the City's website for in-depth information, forms, documents, or online services necessary to conduct business with the City.
 - (3) To the degree that the Social Media websites, applications or software allows, the City's logo, brand identity, and other marks shall be used consistent with the City's style guide.
 - (4) Department Heads, authorized designees of Department Heads, Elected Officials, and the City Manager shall be responsible for the content and upkeep of any Social Media sites they may create.
 - (5) The City reserves the right to restrict or remove any content that is deemed in violation of this Social Media policy or any applicable law. To this end, Department Heads, authorized designees of Department Heads, Elected Officials, and the City Manager shall fully cooperate when asked to remove content by the City.
 - (6) Department Heads, authorized designees of Department Heads, Elected Officials, and the City Manager's content and expressions shall remain factual in nature and shall refrain from providing personal opinion.

- (7) Department Heads, authorized designees of Department Heads, Elected Officials, and the City Manager shall use prudent judgment in posting content. City Social Media site content shall not contain offensive or inappropriate content, which includes but is not limited to, the following:
- (a) Comments in support of or opposition to political campaigns or ballot measures;
 - (b) Profane language or content;
 - (c) Content that promotes, fosters, or perpetuates discrimination;
 - (d) Sexual content or links to sexual content;
 - (e) Solicitation of commerce;
 - (f) Conduct or encouragement of illegal activity;
 - (g) Information that may tend to compromise the safety or security of the public or public systems;
 - (h) Content that violates a legal ownership interest of any other party;
 - (i) Privileged information and other information that is protected by the Government Records Access and Management Act (“GRAMA”);
 - (j) Personal information about residents, elected officials, and employee’s physical health, mental health, character, competence, family, financial status, contact information, and other personal circumstances; or
 - (k) Content that opposes or undermines a decision made by City Council or compromises or damages the mission, function, reputation, or professionalism of the City or its employees.

Notes:

EXHIBIT B

SECTION XVIII: LEAVES OF ABSENCE

1. PAID HOLIDAY LEAVE

A. Full-time and Part-time employees receiving Utah State Retirement (URS) as part of their employment.

- (1) Purpose. Paid holiday leave is granted to allow eligible employees paid time off for holidays and special occasions to celebrate or observe events surrounding these significant days.
- (2) Eligibility. Paid holiday leave shall be available to all Full-time and Part-time employees receiving Utah State Retirement (URS) as part of their employment. The number of hours that Part-time employees are granted in paid holiday leave shall be in proportion to the number of hours regularly worked.
- (3) Accrual. Full-time and Part-time employees receiving Utah State Retirement (URS) as part of their employment shall accrue paid holiday leave on the day of the holiday, which are as follows:

(1)	New Year's Day	January 1 st
(2)	Human Rights Day	3 rd Monday in January
(3)	President's Birthday	3 rd Monday in February
(4)	Memorial Day	Last Monday in May
(5)	Independence Day	July 4 th
(6)	Pioneer Day	July 24 th
(7)	Labor Day	1 st Monday in September
(8)	Columbus Day	2 nd Monday in October
(9)	Veteran's Day	November 11 th
(10)	Thanksgiving Day	4 th Thursday in November
(11)	The day after Thanksgiving	4 th Friday in November
(12)	Christmas Eve	½ day - December 24 th
(13)	Christmas Day	December 25 th

- (4) Use of Paid Holiday Leave. Eligible employees shall use paid holiday leave on the day that the holiday is accrued. Full-time Employees or Part-Time Employees that work on a holiday because of an emergency situation as required by a Department Head shall be compensated in accordance with Section XII Employment Terms.
- (5) Paid Holiday Leave Records. Official paid holiday leave records shall be maintained and kept current and reported on individual pay stubs. Employees that use paid annual leave shall record the time used on their

time sheets in accordance with Section XII Employment Terms.

B. Full-time Police Shift Officers.

- (1) Purpose. Recognizing that the City requires Police Shift Officers to provide law enforcement on holidays the City grants paid holiday time to be used as work schedules permit.
- (2) Eligibility. Paid holiday leave shall be available to all Full-time Police Shift Officers.
- (3) Advancement of Accrual. Full-time Police Shift Officers shall receive an advance of forty-eight (48) hours of holiday leave accrual at the end of the first pay period in January and fifty-two (52) hours at the end of the first pay period in August of each year. The basis for the advance of holiday leave accrual for Police Shift Officers is twelve and a half (12 ½) paid holidays, or one hundred (100) hours, per year. Employees hired between accruals shall be advanced a pro-rated holiday leave accrual proportional to the amount of time remaining until the next accrual date.
- (4) Use of Paid Holiday Leave. All paid holiday leave requests shall be submitted a reasonable time in advance of the desired time off to the Police Chief. If excessive amounts of Police Shift Officers (being the number of requests, if granted, shall render the department ineffective) request leave for the same time period, it shall be granted in order of application (first-come-first-serve) or at the discretion of the Police Chief.
- (5) Paid Holiday Leave Records. Official paid holiday leave records shall be maintained and kept current and reported on individual pay stubs. Police Shift Officers that use paid holiday leave shall record the time used on their time sheets in accordance with Section XII Employment Terms.
- (6) Payout. Police Shift Officers shall not be allowed to carry forward any paid holiday leave. Unused paid holiday leave balances not used prior to the end of the first pay period in January and the end of the first pay period in August of each year shall be paid to the Police Shift Officers at straight time.
- (7) Termination. Police Shift Officers who terminate shall pay back (shall be deducted from their last check) used holiday leave not yet earned based on the holidays which apply to Full-time non Police Shift Officers.

2. PAID ANNUAL LEAVE

- A. Purpose. The City provides paid annual leave to allow employees periods for rest, relaxation, and renewal away from work with no loss in compensation.

Additionally, the City provides paid annual leave to allow employees leave to address other personal needs.

- B. Eligibility. Paid annual leave shall be available to all Full-time Employees and Part-time employees receiving Utah State Retirement (URS) as part of their employment.
- C. Use of Paid Annual Leave. Paid annual leave may be used at any time with approval of the Department Head for any reason determined by the employee.
- D. Accrual. New, Full-time Employees and Part-time Employees receiving Utah State Retirement (URS) as part of their employment shall accrue paid annual leave from the date of hire and are allowed to use the leave time as it is accrued. Five (5) days of paid annual leave time may be used in advance of accrual with approval from the Department Head. Paid annual leave shall accrue based upon employee classification and years of eligible service in the Utah State Retirement System (URS) according to the following rate schedules:

- (1) Full-time employees shall accrue annual leave at the following rate:

Years of Service <u>in URS System</u>	Annual Leave
<u>Eligibility date</u> but less than 5 years	10 days (3.08 hours per pay period)
5 years but less than 10 years	15 days (4.62 hours per pay period)
10 years and over	20 days (6.15 hours per pay period)

- (2) Part-time employees receiving Utah State Retirement (URS) as part of their employment may accrue annual leave at 50% or 75% of the full-time rate in proportion to the number of hours worked:

Years of Service <u>in URS System</u>	50% Annual Leave	75% Annual Leave
<u>Eligibility date</u> but less than 5 years	5 days	7 ½ days
5 years but less than 10 years	7 ½ days	11 ¼ days
10 years and over	10 days	15 days

- E. Request for Paid Annual Leave Use. All paid annual leave requests shall be submitted a reasonable time in advance of the desired time off to the Department Head. If excessive amounts of employees (being the number of requests, if granted, shall render the department or organization ineffective) request leave for the same time period, it shall be granted in order of application (first-come-first-serve) or at the discretion of the Department Head.
- F. Carry Forward Balances. The maximum paid annual leave which can be carried forward from calendar year to calendar year is one half (1/2) an employee's annual accrual. Any accrued annual leave in excess of this amount shall be

forfeited on January 1, except that there shall be no deduction for less than eight (8) hours carry over. The Mayor or City Manager may approve more than one half (1/2) an employee's annual accrual to be carried over in unusual circumstances.

- G. Paid Annual Leave Records. Official paid annual leave records shall be maintained and kept current and reported on individual pay stubs. Employees that use paid annual leave shall record the time used on their time sheets in accordance with Section XII Employment Terms. A holiday, which falls during an employee's paid annual leave, shall be counted as a paid holiday and not as annual leave.
- H. Donation of Paid Annual Leave. Full-time and Part-time employees receiving Utah State Retirement (URS) as part of their employment may donate unused paid annual leave to other eligible employees in accordance with Section XII Employment Terms.
- I. Exempt Employees. Exempt employees shall use paid annual leave time hours in increments of eight (8) hours.
- J. Termination. An employee whose employment is terminated shall be compensated for all accrued paid annual leave. Employees who terminate shall pay back (shall be deducted from their last check) used annual leave not yet accrued.

3. PAID SICK LEAVE

- A. Purpose. The City provides paid sick leave to allow employees leave to take care of medical related issues.
 - (1) Eligibility. Paid sick leave shall be available to all Full-time and Part-time employees receiving Utah State Retirement (URS) as part of their employment.
- B. Use of Paid Sick Leave. Paid sick leave may be used at any time with approval of the Department Head for the employee to use for themselves, their family, persons under their care, or residing within employee's household for any of the following reasons:
 - (1) When the employee is unable to perform their regular duties or other temporary work to which they may be assigned.
 - (2) Visits to hospitals, clinics, doctor's and dentist's offices for diagnosis or treatment of illness or injury or examination.
 - (3) For any use that is allowed by the Family Medical Leave Act (see Section XVII Family and Medical Leave Act).

- C. Accrual. Sick leave is accrued at the rate of ten (10) days per year. The employee shall begin to accrue sick leave immediately upon being hired by Tremonton City and shall be eligible to use sick leave as it is accrued. Five (5) days of paid sick leave time may be used in advance of accrual with approval from the Department Head. Sick leave shall accrue to a maximum of ninety (90) days (720 hours).
- D. Request for Paid Sick Leave Use. An employee shall notify the Department Head no later than one (1) hour after normal starting time on each day of a request to use paid sick leave unless the circumstances surrounding the absence make such notification impossible. The Department Head shall also be kept advised of the employee's progress and expected date of return to duty.
- E. Carry Forward Balances. The maximum paid sick leave, which can be accrued, is seven hundred and twenty (720) hours. Once the employee has accrued seven hundred and twenty (720) hours of paid sick leave, the employee may request (see Appendix 41) that the City purchase three hundred and sixty (360) hours of the seven hundred and twenty (720) hours at one half (1/2) of the employee's current rate of pay, allowing the employee to again accrue sick leave at the same rate as other employees.
- F. Paid Sick Leave Records. Official paid sick leave records shall be maintained and kept current and reported on individual pay stubs. Employees that use paid sick leave shall record the time used on their time sheets in accordance with Section XII Employment Terms.
- G. Donation of Paid Sick Leave. Full-time and Part-time employees receiving Utah State Retirement (URS) as part of their employment may donate unused paid sick leave to other eligible employees in accordance with Section XII Employment Terms.
- H. Exempt Employees. Exempt employees shall use paid sick leave time hours in increments of eight (8) hours.
- I. Termination. An employee who is terminated for cause associated with an employee's misconduct shall not be compensated for unused accrued sick leave. Up to one half (1/2) of the accrued sick leave hours shall be paid, at the employee's current rate of pay, to employees who voluntarily resign and to those retiring with seven hundred and twenty (720) accrued hours or less. Employees who terminate shall pay back (shall be deducted from their last check) used paid sick leave not yet accrued.
- J. Certification of illness. For sick leave in excess of five (5) consecutive working days, or if abuse of sick leave is suspected, the Department Head may require a physician's certificate stating that such illness prevented the employee from working. Please see Section XVII: Family and Medical Leave Act when an employee is expected to be unable to work for an extended period of time.

4. PAID EMERGENCY LEAVE. A Department Head may authorize Full-time employees and Part-time employees receiving Utah State Retirement (URS) as part of their employment reasonable time off, not to exceed three (3) working days with pay, in case of an emergency. Time shall be deducted from their paid sick leave balance. Upon the recommendation of a Department Head, the Mayor or City Manager shall have the authority to grant longer paid leave, deducted from their paid sick leave balance, in unusual circumstances in which an emergency exists. During emergency leave periods in excess of thirty (30) calendar days, paid annual leave and paid sick leave shall not accrue.
5. PAID MILITARY LEAVE
 - A. Annual Encampment or Rifle Competition. Full-time employees and Part-time employees receiving Utah State Retirement (URS) as part of their employment who are members of the organized reserve of the United States armed forces, including the National Guard of the State of Utah, shall receive full pay for all time, not in excess of fifteen (15) days per year, spent on duty at annual encampment or rifle competition or other duties in connection with the reserve training and instruction requirements of the armed forces of the United States, including the National Guard of the State of Utah, as suggested in Utah Code 39-3-2 (2). Paid Military leave may be used in advance with approval from the Department Head.
 - B. Active Service. For any employee that enters active service in any branch of the armed forces of the State of Utah or the United States shall be granted a leave of absence without pay during that time of active service. The City shall follow the requirements of Utah Code 39-3-1 associated with the employee's active service in any branch of the armed forces.
6. PAID JURY OR WITNESS LEAVE. Full-time employees and Part-time employees receiving Utah State Retirement (URS) as part of their employment may be granted leave with full pay when performing jury duty or when required to serve as a witness in any municipal, county, state, or federal court, or before an administrative tribunal. Paid leave shall not be granted when the employee is serving as their own witness in financial and related suits, which they have initiated.
7. PAID ADMINISTRATIVE LEAVE. Full-time employees and Part-time employees receiving Utah State Retirement (URS) as part of their employment may be granted paid administrative leave during investigations regarding the conduct of an employee.
8. PAID FUNERAL LEAVE. A Department Head may grant Full-time employees and Part-time employees receiving Utah State Retirement (URS) as part of their employment up to three (3) days of funeral leave with pay to attend the funeral of the employee's spouse, child, step-child, daughter or son-in-law, parent, step-parent, grandchild, mother or father-in-law, sister or brother-in-law, grandparent, spouses' grandparent, brother or sister. Such leave shall not be charged against accrued paid sick leave or paid annual leave. Extended funeral leave for out of town travel shall be considered on an individual basis with the supervisor having the authority to decide. A Department Head may grant

Full-time employees and Part-time employees receiving Utah State Retirement (URS) as part of their employment one (1) day of funeral leave with pay to attend the funeral of the employee's aunt, uncle, niece, or nephew.

9. POLITICAL ACTIVITY LEAVE.

A. As per Utah Code Annotated 10-3-1108(3) a municipal employee who has filed a declaration of candidacy may:

- (1) Be given a leave of absence for the period between the primary election and the general election; and
- (2) Use accrued annual leave to engage in campaign activities.

B. If a municipal officer or employee is elected to a public office, the employee may:

- (1) Be given a leave of absence without pay for the time during which the employee receives compensation for service in the public office; and
- (2) Use accrued annual leave to serve in the public office.

10. LEAVE WITHOUT PAY. The City recognizes that circumstances may occur in which employees may need leave but for which there is no provision for leave with pay to be granted. Upon recommendation of a Department Head, the Mayor or City Manager shall have the authority to grant leave without pay when unusual circumstances occur. Employees are expected to apply for absences in advance and in writing, giving as much detail about the absence as is necessary so that the Mayor or City Manager may decide whether the leave without pay is warranted. A leave without pay shall not constitute a break in service. During leave without pay, paid annual leave and paid sick leave shall not accrue. Circumstances that may warrant leave without pay include, but are not limited to, the following:

- A. Leave without pay may be granted to attend funerals not covered by the funeral leave policy.
- B. Leave without pay may be granted to attend to an ill or injured member of the employee's immediate family when such absence is not covered by paid sick leave.
- C. Leave without pay may be granted to employees that have filed a declaration of candidacy or is elected to a public office as suggested by UCA 10-3-1108.
- D. Part-time, Part-time Recreation, Temporary/Emergency, and Firefighter/EMT Employees are not eligible for paid leaves of absences including but not limited to: paid annual leave, paid sick leave, paid jury or witness, etc.

11. DOCUMENTATION OF LEAVE. Some of the above absences shall be supported by a

copy of the official paperwork causing the absence. Such paperwork shall be submitted to the Department Head or as appropriate, the Mayor or City Manager, as soon as possible. In some cases where official paperwork is not available, the Department Head, or as appropriate, the Mayor or City Manager, may request that the employee supply additional information in writing to support the absence.

Notes:

TREMONTON CITY
CITY COUNCIL MEETING
OCTOBER 15, 2019

TITLE:	Discussion and consideration of adopting Resolution No.19-47 requesting the recertification of the Tremonton City Justice Court from the Justice Courts Standards Committee and the Utah Judicial Council
FISCAL IMPACT:	
PRESENTER:	Shawn Warnke, City Manager

Who, What, Why: Utah Code 78A-7-103(2) require that Justice Courts be recertified at the end of each four-year term. The term of the present Tremonton City Justice Court certification shall expire on the 31st day of January 2020. Dustin Ericson, Tremonton City Attorney, has provided an opinion letter which sets forth the requirements for the operation of a Justice Court and feasibility of continuing to maintain the same as attached in Exhibit "A" of the draft Resolution. It is recommended that the Tremonton City Council requests recertification of the Tremonton City Justice Court from the Justice Courts Standards Committee and the Utah Judicial Council as per the Court Certification Affidavit attached in Exhibit "B" of the draft Resolution.

Attachments: Draft Resolution

RESOLUTION NO. 19-47

A RESOLUTION OF TREMONTON CITY CORPORATION REQUESTING RECERTIFICATION OF THE TREMONTON CITY JUSTICE COURT FROM THE JUSTICE COURTS STANDARDS COMMITTEE AND THE UTAH JUDICIAL COUNCIL

WHEREAS, the provisions of U.C.A. 78A-7-103(2) require that Justice Courts be recertified at the end of each four-year term; and

WHEREAS, the term of the present Tremonton City Justice Court certification shall expire on the 31st day of January 2020; and

WHEREAS, the members of the Tremonton City Council have received an opinion letter from Dustin Ericson, Tremonton City Attorney, which sets forth the requirements for the operation of a Justice Court and feasibility of continuing to maintain the same as attached in Exhibit “A”; and

WHEREAS, the members of the Tremonton City Council have determined that it is in the best interests of Tremonton City residents to continue to provide for a Justice Court.

NOW THEREFORE BE IT RESOLVED that the Tremonton City Council hereby requests recertification of the Tremonton City Justice Court from the Justice Courts Standards Committee and the Utah Judicial Council as per the Court Certification Affidavit attached in Exhibit “B”; and

BE IT FURTHER RESOLVED that the Tremonton City Council of Tremonton City hereby affirm their willingness to continue to meet all requirements set forth by the Utah Judicial Council for continued operation of the Tremonton City Justice Court for the next four-year term of the Tremonton City Justice Court, except as to any requirement waived by the Utah Judicial Council.

ADOPTED AND PASSED by the City Council of Tremonton, Utah, this 15th day of October 2019. This Resolution shall become effective upon adoption and passage by the City Council.

TREMONTON CITY CORPORATION

Roger Fridal, MAYOR

ATTEST:

Linsey Nessen, RECORDER

EXHIBIT "A"



September 30, 2019

Via Hand Delivery

Tremonton City Council
102 South Tremont Street
Tremonton, Utah 84337

RE: Tremonton Justice Court Recertification

Dear Council Members,

As you are likely aware, the Tremonton Justice Court is in the process of being recertified by the Utah Administrative Office of the Courts. As a part of that process, this opinion letter is being submitted to advise you of the requirements for the operation of the justice court and feasibility of maintaining the court.

Below are the requirements as cited by the Utah Administrative Office of the Courts on its website.

Statutes of the State of Utah require that certain standards be met in the operation of a Justice Court. These statutory requirements include:

1. All official court business shall be conducted in a courtroom or an office located in a public facility which is conducive and appropriate to the administration of justice (78A-7-213).
2. Each court shall be opened and judicial business shall be transacted every day as provided by law (78A-7-213), although the judge is not required to be present during all hours that the court is open.
3. The hours that the court will be open shall be posted conspicuously at the court and in local public buildings (78A-7-213).
4. The judge and the clerk of the court shall attend the court at regularly scheduled times (78A-7-213).
5. The entity creating the Justice Court shall provide and compensate a judge and clerical personnel to conduct the business of the court (78A-7-206 and 78A-7-207).

6. The entity creating a Justice Court shall assume the expenses of travel, meals, and lodging for the judge of that court to attend required judicial education and training (78A-7-205).
7. The entity creating a Justice Court shall assume the cost of travel and training expenses of clerical personnel at training sessions conducted by the Judicial Council (78A-7-103).
8. The entity creating the Justice Court shall provide a sufficient staff of public prosecutors to attend the court and perform the duties of prosecution (78A-7-103).
9. The entity creating the court shall provide adequate funding for attorneys where persons are indigent as provided by law (78A-7-103).
10. The entity creating the court shall provide sufficient local law enforcement officers to attend court when required and provide security for the court (78A-7-103).
11. Witnesses and jury fees as required by law shall be paid by the entity which creates the court (10-7-76 and 17-50-319).
12. Any fine, surcharge, or assessment which is payable to the State shall be forwarded to the State as required by law (78A-7-120 and 78A-7-121).
13. Every entity creating a court shall pay the judge of that court a fixed compensation, within the range provided by statute (78A-7-206).
14. Court shall be held within the jurisdiction of the court, except as provided by law (78A-7-212).
15. The entity creating the court shall provide and keep current for the court a copy of the Utah Code, the Justice Court Manual, state laws affecting local governments, Utah Court Rules Annotated, local ordinances, and other necessary legal reference material (78A-7-103).
16. All required reports and audits shall be filed as required by law or by rule of the Judicial Council pursuant to Section 78A-7-215.
17. All justice courts shall use a common case management system and disposition reporting system as specified by the Judicial Council (78A-7-213).

In addition to those requirements which are directly imposed by statute, section 78A-7-103 directs the Judicial Council to promulgate minimum requirements for the creation and certification of Justice Courts. Pursuant to statute, the Judicial Council has adopted the following minimum requirements:

- 1) That the Court be opened for at least one hour each day that the court is required to be open as provided by law. Additional hours of operation are specified in C.J.A. Rule 9-105.
- 2) That the judge be available to attend court and conduct court business as needed.
- 3) That the minimum furnishings for a courtroom include: a desk and chair for the judge (on a six inch riser), a desk and chair for the court clerk, chairs for witnesses, separate tables and appropriate chairs for plaintiffs and defendants, a Utah State flag, a United States flag, a separate area and chairs for at least four jurors, a separate area with appropriate seating for the public, an appropriate room for jury deliberations, and an appropriate area or room for victims and witnesses which is separate from the public.
- 4) A judicial robe, a gavel, current bail schedules, a copy of the Code of Judicial Administration, and necessary forms and supplies.
- 5) Office space for the judge and clerk (under certain circumstances this space may be shared, but if shared, the judge and clerk must have priority to use the space whenever needed). The office space shall include a desk for the judge and a desk for the clerk, secure filing cabinets for the judge and the clerk, a telephone for the judge and a telephone for the clerk, appropriate office supplies to conduct court business, a cash register or secured cash box, a typewriter or word processor, and access to a copy machine.
- 6) A clerk must be present during the time the court is open each day and during court sessions, as required by the judge.
- 7) The entity must have at least one peace officer (which may be contracted).
- 8) A court security plan must be submitted consistent with C.J.A. Rule 3-414.
- 9) Each court must have at least one computer with access to the internet, and appropriate software and security/encryption technology to allow for electronic reporting and access to Driver License Division and the Bureau of Criminal Identification, as defined by the reporting and retrieval standards promulgated by the Department of Public Safety. Monthly reports must also be electronically submitted to the Administrative Office of the Courts monthly. Also note that all justice courts shall use the CORIS case management system. (78A-7-213).
- 10) Each court shall report required case disposition information to DLD, BCI and the Administrative Office of the Courts electronically, as described in number 9 above. (See <http://www.utcourts.gov/courts/just/resources.html>).

As to the feasibility of maintaining Tremonton's Justice Court, I am of the opinion that the Court's continued operation is of utmost importance to the citizens of Tremonton City. The infrastructure necessary to operate the Court is already in place, so financial considerations are relatively nominal. Furthermore, not only does the Tremonton Justice Court provide a tie between the judicial system and the Tremonton Police Department, which increases the general welfare and safety of the citizens of the City, but its location provides a great convenience for Tremonton citizens to complete their business with the Court without the need outside of the City's incorporated boundaries.

Based on the foregoing, I hope I have been able to provide the Council Members with a view of the requirements necessary to operate a Justice Court within the City of Tremonton. Additionally, I am of the opinion the feasibility of maintaining the Court requires relatively low financial overhead while providing significant convenience and service to the citizens of Tremonton City.

Thank you for your anticipated attention to this matter. Should there be any additional questions or concerns, please do not hesitate in contacting me directly.

Sincerely,

DAINES & JENKINS, LLP

A handwritten signature in black ink, appearing to read 'Dustin D. Ericson', with a stylized flourish at the end.

Dustin D. Ericson
Tremonton City Prosecutor

EXHIBIT "B"

COURT CERTIFICATION AFFIDAVIT

Court Location: Tremonton City

Judge: Kevin Christensen

Address: 102 S Tremont Street
Tremonton, UT 84337

Telephone: 435-257-9509

Level of Court (Circle one): I II III IV

Average Case Filings Per Month: 72

Daily Court Hours: 8-5

Number of Full-time Clerks: 1

Hours Worked Per Week Per Clerk: _____

Number of Part-time Clerks: _____

Hours Worked Per Week Per Clerk: _____

This form is divided into two parts. Section I contains those requirements that are statutory and cannot be waived. Section II contains minimum requirements established by the Judicial Council, and those requirements may be waived pursuant to the procedure set forth in the Instructions to Applicant included with this Application for Recertification.

Comes now Judge Kevin Christensen,

Justice Court Judge for Tremonton City,

and, except as specifically noted below, certifies as follows:

SECTION I

THE FOLLOWING ITEMS ARE STATUTORY AND CANNOT BE WAIVED.
CERTIFICATION WILL NOT BE GRANTED UNLESS EACH REQUIREMENT IS MET.

Please indicate Yes or No to each of the following:

1. All official court business is conducted in a public facility. Yes
2. Court is open daily. Yes
3. The hours of court operation are posted conspicuously. Yes
4. The judge and the clerk attend court at regularly scheduled times based on the level of the court. Yes
5. The judge is compensated at a fixed rate, within the statutory range. Yes
6. The responsible governmental entity provides and compensates sufficient clerical personnel necessary to conduct the business of the court. Yes
7. The responsible governmental entity assumes the expenses of the travel of the judge for purposes of required judicial education. Yes
8. The responsible governmental entity assumes the expenses of the travel of each clerk for the purposes of attending training sessions conducted by the Judicial Council. Yes
9. The responsible governmental entity provides the Court with:
 - a. Sufficient prosecutorial support Yes
 - b. Funding for attorneys for indigent defendants, as appropriate Yes
 - c. Sufficient local law enforcement officers to attend court as provided by statute Yes
 - d. Security for the court as provided by statute Yes
 - e. Witness and juror fees Yes
 - f. Appropriate copies of the Utah Code, the Justice Court Manual, state laws affecting local governments, local ordinances and other necessary legal reference materials Yes
10. Fines, surcharges and assessments which are payable to the state are forwarded as required by law. Yes

11. Court is held within the jurisdiction of the court, except as provided by law (78A-7-212).
Yes
12. All required reports and audits are filed as required by law or Rule of the Judicial Council.
Yes
13. A record of all court proceedings is maintained by an appropriate audio recording system.
Yes

SECTION II

Section II contains minimum requirements established by the Judicial Council, and those requirements may be waived or an extension granted pursuant to the procedure set forth in the Instructions to Applicant included with this Application for Recertification.

Please indicate YES or NO to each of the following:

1. Court is open each day as appropriate for the classification of the court. Yes
2. The judge is available to attend court and to conduct court business as needed. Yes
3. Minimum furnishings in the courtroom include:
 - a. Desk and chair for the judge Yes
 - b. A six inch riser Yes
 - c. Desk and chair for the court clerk Yes
 - d. Chairs for witnesses Yes
 - e. Separate tables and appropriate chairs for plaintiffs and defendants Yes
 - f. A Utah State flag Yes
 - g. A United States flag Yes
 - h. A separate area and chairs for at least four jurors Yes
 - i. A separate area with appropriate seating for the public Yes
 - j. An appropriate room for jury deliberations Yes
 - k. An appropriate area or room for victims and witnesses which is separate from the public Yes
 - l. A judicial robe Yes
 - m. A gavel Yes
 - n. Current bail schedules Yes
 - o. A copy of the Code of Judicial Administration Yes
 - p. Necessary forms and supplies Yes

- q. Office space for the judge Yes
- r. Office space for the court clerk Yes
- s. Secure filing cabinets Yes
- t. Appropriate office supplies Yes
- u. A cash register or secured cash box Yes
- v. At least one computer with internet access Yes
- w. Access to a copy machine Yes
4. The appropriate number of clerks as required by the classification of the court are present during the time court is open each day and as needed during court sessions. Yes
5. Does the applicant have a law enforcement department? Yes
6. If the applicant does not have a law enforcement department, identify the law enforcement agency which will provide law enforcement services for the applicant: _____

7. A security has been submitted consistent with C.J.A. Rule 3-414. Yes
8. The court electronically reports to the Driver License Division, the Bureau of Criminal Identification and the Administrative Office of the Courts as required. Yes
9. If the court is a **Class I** court:
- a. Judge is employed on a full-time basis _____
- b. Dedicated courtroom which meets the master plan guidelines adopted by the Judicial Council _____
- c. Court has a jury deliberation room _____
- d. Judge's chambers, clerk's office, and courtroom are in the same building _____
- e. Judge has his or her own private chambers _____
- f. Clerk's office is separate from any other entity _____
- g. Court is open during normal business hours _____

10. If the court is a **Class II** court:

a. Court is open (check one)

____ 201-300 average monthly filings: at least 4 hours/day

____ 301-400 average monthly filings: at least 5 hours/day

____ 401-500 average monthly filings: at least 6 hours/day

b. Trial calendar is set at least weekly ____

c. Courtroom configuration is permanent ____

d. Courtroom, judge's chambers, and clerk's office are within the same building ____

e. Judge has his or her own private chambers ____

11. If the court is a **Class III** court:

a. Trial calendar is set at least every other week yes

b. Court is opened (check one):

☒ 61-150 average monthly filings: at least 2 hours/day

____ 151-200 average monthly filings: at least 3 hours/day

12. If the court is a **Class IV** court:

a. Trial calendar is set at least monthly ____

b. Court is open at least 1 hour per day ____

13. **If you have responded with a "no" to any item in Section II above, you must request a waiver or extension below and justify that request.** If waiver or extension of any requirement is requested, please specify each requirement and indicate factors which demonstrate a need for the waiver or extension. For any requested extension, please include the requested extension period. (To receive a waiver or extension of any requirement, the information requested in this section must be provided. Remember that statutory requirements cannot be waived or extended).

I am familiar with the minimum operational standards for this court, and except as noted above, those standards are currently met or exceeded. During the current term of the court, I have met with the appropriate governing body of the City to review the budget of the court, review compliance with the minimum requirements and operational standards, and discuss other items of common concern.

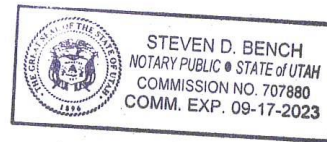
DATED this 30th day of September, 2019.


Justice Court Judge

STATE OF UTAH)
County of BOXELDER)

I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

Executed on this 30 day of September, 2019.



TREMONTON CITY
CITY COUNCIL MEETING
OCTOBER 15, 2019

TITLE:	Discussion and consideration of approving Resolution No. 19-48 adopting an Interlocal Agreement for United Policing Services between Tremonton City and Garland City
FISCAL IMPACT:	
PRESENTER:	Chief Fertig

Who, What, Why: Since January 2019, Garland and Tremonton have united each city's respective police department under one chain of command and supervision. As you know each City maintains separate financial budgets for police services. It appears that this united department has been a success for both cities. The document that the cities have entered into to create the united department has been a Memorandum of Understanding. Now that it seems that this partnership will be a longterm endeavor, it seems appropriate to formaliz the arrangement by an interlocal agreement as required by Utah Code 11-13-202.5. In addition to changing the form of the agreement by entering into an Interlocal Agreement, there is a new provision within the agreement to address what happens when a police officer that is driving another entity's vehicle is involved in an accident.

Attachments: Draft Resolution

RESOLUTION NO. 19-48

A RESOLUTION ADOPTING AN INTERLOCAL AGREEMENT FOR UNITED POLICING SERVICES BETWEEN TREMONTON CITY AND GARLAND CITY

WHEREAS, Garland approached Tremonton to inquire about contracting for Police Services wherein Tremonton would hire Garland's current sworn officers as Tremonton employees and thereafter pay Tremonton a payment for Police Services; and

WHEREAS, after some discussion between the Parties it was determined that there was good cause and mutual benefits between the Parties to consider contracting for police services; and

WHEREAS, after further consideration of administering a contract for services the Parties decided that a better financial arrangement for realizing the mutual benefits of the Parties working together would be that each Party maintain separate financial budgets for police services, and that each Party unite their respective sworn, reserve, and animal control officers to be under one chain of command and supervision (hereinafter referred to as "United Department"); and

WHEREAS, Garland determined the United Department would provide the following benefits:

- Budgetary savings while creating enhanced police service
- Increased police presence with sworn officers on patrol 24-hours a day
- 14 full-time sworn officers to patrol Garland instead of three
- Access to a trained investigations division
- Access to animal control services and the Tremonton animal shelter
- Access to a trained K-9 and handler for narcotics searches and apprehensions
- A full-time Strike Force Agent

WHEREAS, Tremonton determined the United Department would provide the following benefits:

- Increased police presence with multiple sworn officers being on patrol during the same shift
- 14 full-time sworn officers to patrol Tremonton instead of eleven
- An extra Investigator to handle criminal investigations
- Access to the Resource Officer for handling of school issues
- An added Animal Control Shelter Technician position

WHEREAS, the Parties desired to move forward expeditiously in implementing the United Department by entering into the Memorandum of Understanding in January 2019, with the intent of memorializing the terms of the United Department in a future Interlocal Agreement; and

WHEREAS, in June, 2019, Tremonton and Garland entered into an Amended and Restated Memorandum of Understanding more clearly defining the roles of the Parties in the uniting of their respective police forces; and

WHEREAS, pursuant to Utah Code Annotated (hereinafter “UCA”) Title 10, Tremonton and Garland are authorized to provide police services for their respective residents; and

WHEREAS, pursuant to UCA 11-13-202, Tremonton and Garland are authorized to enter into interlocal agreements for the unification of police agencies; and

WHEREAS, pursuant to UCA 11-13-202.5, the Tremonton City Council and the Garland City Council are required to approve the interlocal agreement for the unification of their respective police agencies; and

WHEREAS, since the execution of the Memorandum of Understanding of January 2019, Tremonton and Garland have cooperatively operated a single police force, commonly referred to as the “United Department”; and

WHEREAS, Tremonton and Garland now desire to memorialize the terms of the United Department in an Interlocal Agreement.

NOW, THEREFORE BE IT RESOLVED, that the Tremonton City Council hereby adopts Resolution No. 19-48 adopting the Interlocal Agreement for United Policing Services between Tremonton City and Garland City as contained in Exhibit “A”.

ADOPTED AND PASSED by the City Council of Tremonton, Utah, this 15th day of October 2019. This Resolution shall become effective upon adoption and passage by the City Council.

TREMONTON CITY CORPORATION

By
Mayor Roger Fridal

ATTEST:

Linsey Nessen, City Recorder

**INTERLOCAL AGREEMENT
FOR UNITED POLICING SERVICES
BETWEEN TREMONTON CITY AND GARLAND CITY**

This Interlocal Agreement (hereinafter the "Agreement") is entered into this ____ day of October, 2019 by and between Tremonton City, a body corporate and politic of the State of Utah (hereinafter "Tremonton") and Garland City, a body corporate and politic of the State of Utah (hereinafter "Garland"). The parties may be referred to individually as "Party" "city" or collectively as "Parties" or "cities".

WHEREAS, Garland approached Tremonton to inquire about contracting for Police Services wherein Tremonton would hire Garland's current sworn officers as Tremonton employees and thereafter pay Tremonton a payment for Police Services; and

WHEREAS, after some discussion between the Parties it was determined that there was good cause and mutual benefits between the Parties to consider contracting for police services; and

WHEREAS, after further consideration of administering a contract for services the Parties decided that a better financial arrangement for realizing the mutual benefits of the Parties working together would be that each Party maintain separate financial budgets for police services, and that each Party unite their respective sworn, reserve, and animal control officers to be under the chain of command and supervision (hereinafter referred to as "United Department"); and

WHEREAS, Garland determined the United Department would provide the following benefits:

- Budgetary savings while creating enhanced police service
- Increased police presence with sworn officers on patrol 24-hours a day
- 14 full-time sworn officers to patrol Garland instead of three
- Access to a trained investigations division
- Access to animal control services and the Tremonton animal shelter
- Access to a trained K-9 and handler for narcotics searches and apprehensions
- A full-time Strike Force Agent

WHEREAS, Tremonton determined the United Department would provide the following benefits:

- Increased police presence with multiple sworn officers being on patrol during the same shift
- 14 full-time sworn officers to patrol Tremonton instead of eleven
- An extra Investigator to handle criminal investigations
- Access to the Resource Officer for handling of school issues
- An added Animal Control Shelter Technician position

WHEREAS, the Parties desired to move forward expeditiously in implementing the United Department by entering into the Memorandum of Understanding (“MOU”) in January 2019, with the intent of memorializing the terms of the United Department in a future Interlocal Agreement; and

WHEREAS, in June, 2019, Tremonton and Garland entered into an Amended and Restated Memorandum of Understanding more clearly defining the roles of the Parties in the uniting of their respective police forces; and

WHEREAS, pursuant to Utah Code Annotated (hereinafter “UCA”) Title 10, Tremonton and Garland are authorized to provide police services for their respective residents; and

WHEREAS, pursuant to UCA 11-13-202, Tremonton and Garland are authorized to enter into interlocal agreements for the unification of police agencies; and

WHEREAS, pursuant to UCA 11-13-202.5, the Tremonton City Council and the Garland City Council are required to approve the interlocal agreement for the unification of their respective police agencies; and

WHEREAS, since the execution of the Memorandum of Understanding of January 2019, Tremonton and Garland have cooperatively operated a single police force, commonly referred to as the “United Department”; and

WHEREAS, the Parties now desire to memorialize the terms of the United Department in an Interlocal Agreement.

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

I. **Services.**

a. *Police Services.* The Parties’ respective police departments agree to work cooperatively as a United Department in providing all police services and coverage, including, but not limited to patrol services, traffic control and regulation, investigations, school resource officer, strike force officer, K-9, animal control, parking enforcement, and warrant service shall be shared between the corporate city limits of Tremonton and Garland. The United Department shall respond to calls in both Parties’ corporate city limits.

i. *Exceptions.* Services traditionally referenced as code enforcement services, including, but not limited to land use code enforcement and nuisance related issues shall remain separate services to be conducted by the Parties individually.

II. **Term.**

a. *Term.* This Agreement shall remain in full force and effect until December 31, 2025, or either Party terminates the Agreement. If neither Party terminates the Agreement prior to December 31, 2025, the Agreement shall automatically renew for a term of twelve (12) months, and may be automatically renewed for up to fifteen (15) consecutive twelve (12) month terms, so long as neither Party terminates the Agreement.

b. *Termination.* This Agreement may be terminated by either Party, with or without cause, by providing the non-terminating Party with ninety (90) days advanced, written notice.

III. **Budget.** The Parties shall continue to budget and fund their own respective police departments. Except expenses that are explicitly discussed herein, there shall be no exchange of funds between the Parties.

a. *Pay and Benefits.* Each Party shall be responsible for the payment for employee wages, including any applicable overtime and benefits, hired by the respective Party. In an effort to maintain morale within the United Department, the Parties hereby agree to budget and provide the following compensation and benefits at comparable rates: wages, including merit increase, cost of living adjustments, uniform allowances, health benefits, paid time-off, Employee Assistance Program, training, etc. The Tremonton Chief of Police shall prepare and present a draft budget to each respective Party's Governing Body for approval with funding to provide similar pay and benefits to each Party's respective police department.

i. Currently, Garland has three (3) sworn officers, one (1) part-time evidence custodian and records clerk, and two (2) crossing guards. Garland hereby agrees, during the term of this Agreement, to maintain its staffing at current or greater than current levels. In addition, Garland hereby agrees to fund one (1) part-time Animal Shelter Technician, working a minimum of twenty (20) hours per week, to assist the Tremonton Animal Control Officer.

ii. Currently, Tremonton has eleven (11) sworn officers, five (5) crossing guards, one (1) administrative secretary/evidence custodian, one (1) part-time records clerk, and one (1) animal control officer. Tremonton hereby agrees, during the term of this Agreement, to maintain its staffing at current or greater than current levels.

b. *Equipment, Vehicles, and Other Expenses.* Each Party shall continue to budget and fund necessary equipment and repairs of said equipment, used by the officers and staff, including, but not limited to: vehicles, fuel, training, firearms, computers, and all other equipment necessary to provide police services. In an effort to maintain morale within the United Department, the Parties hereby agree to work to ensure the type and quality of

equipment, including the replacement of vehicles, remains similar between both Parties' officers. The Tremonton Chief of Police shall prepare and present a draft budget to each respective Party's Governing Body for approval with funding to ensure comparable equipment is provided to each Party's respective police department.

It is understood and acknowledged by each Party that each Party is entitled to retain the ownership and possession of all equipment owned by such Party at the commencement of this Agreement or purchased by said Party during the term or terms of this Agreement.

c. *Budget Management.* The Tremonton Chief of Police shall oversee both Parties' budgets and report directly to the Mayors and City Councils for each Party. Any purchase in excess of five thousand dollars (\$5,000) from Garland's budget shall be approved by the Mayor of Garland. The Tremonton Chief of Police shall prepare and present a draft budget or budget amendment for each respective Party's Governing Body for approval.

d. *Lexipol.* In an effort to have consistency in department policies, Lexipol subscriptions shall be consolidated to a single entity membership and/or subscription, with the cost being borne by Tremonton.

e. *Spillman.* The Parties shall combine Spillman Software subscriptions into a single subscription for the United Department. The cost associated with the combined Spillman Software subscription shall be divided between the Parties. Tremonton's obligation shall be seventy-five percent (75%) of the subscription price, and Garland's obligation shall be twenty-five percent (25%) of the subscription price.

f. *Line of Duty Benefits.* The Utah State Legislature passed recent legislation known as the Public Safety Officer and Firefighter Line-of-Duty Death Act (found in Title 53, Chapter 17 of the Utah Code) requiring municipalities and other public entities to provide line of duty benefits to surviving family members in the event of their death which occurs in the line of duty. The Parties hereby acknowledge the legislation and agree to fund the line of duty benefits for their respective officers.

g. *Insurance.* The Parties shall adequately and sufficiently insure their own personnel and equipment, which may include, but is not limited, to Workers Compensation, auto and collision, and general liability. Tremonton shall assume no responsibility or liability for injury to Garland Personnel or damage to Garland's equipment. Garland shall assume no responsibility or liability for injury to Tremonton Personnel or damage to Tremonton's equipment.

IV. **Supervision and Leadership.**

a. *Tremonton Chief of Police.* The Tremonton Chief of Police shall supervise all of the United Department's sworn officers, reserve officers, part-time officers, animal control officers and animal shelter technicians, crossing guards, evidence custodian, administrative assistants, records clerk and other police support staff, including Garland's evidence custodian and records clerk. Tremonton shall unilaterally fund the salary of the

position of Chief of Police. Likewise, Tremonton shall unilaterally appoint the position of Chief of Police. To facilitate understanding and reporting associated with the United Police Department the Tremonton Chief of Police shall make a good faith effort to attend as many of each respective Parties' City Council meeting as their schedule may permit.

b. *Rank Advancement and Special Assignments.* The Tremonton Chief of Police, in conjunction with his or her Sergeant(s), shall oversee all rank advancement and special assignments within the United Department. Sworn officers from each Party's respective police department shall have equal standing for consideration of advancement and assignment through the selection process as determined solely by the Tremonton Chief of Police. It shall be the Tremonton Chief of Police who has the sole determination in the final selection of rank advancement and special assignments.

c. *Training.* The Tremonton Chief of Police shall be responsible to provide training opportunities for all of the sworn, reserve and animal control officers in the United Department. The Tremonton Chief of Police, in his or her sole discretion, shall determine topics and types of training, as well as dates, times, and places for training to occur and shall have the ability to authorize the expense of funds for training from Garland's budget for such purposes.

d. *Discipline.* Disciplinary issues of Garland employees up to, and including, verbal and written reprimands, paid administrative leave, and suspensions of fewer than two (2) days shall be handled solely by the Tremonton Chief of Police. Any disciplinary issues of a more serious nature, specifically including those listed in Utah Code 10-3-1105 and 1106 which include, involuntary transfer to a position with less remuneration, suspension without pay over two days, and/or termination shall, after review and recommendation by the Tremonton Chief of Police, be brought to the attention of the Garland Mayor for a final decision. Likewise, the Mayor of Garland shall not provide any discipline to a Garland employee under the supervision of the Tremonton Chief of Police without first consulting the Tremonton Chief of Police.

e. *Annual Evaluations.* The Tremonton Chief of Police or his or her designee shall prepare and provide annual evaluations of Garland employees, consult with the Garland Mayor, and if merited, reward to these employees any merit increase that has been budgeted by Garland.

f. *Shift Scheduling.* All staff scheduling for patrols and other employment assignments shall be made by the Tremonton Chief of Police or his or her designee.

g. *Chain of Command.* The chain of command shall be the current structure within the Tremonton Police Department, *i.e.* a Chief and two (2) Sergeants. Any concerns that the Mayor of Garland or Garland City Council shall have regarding Police Services shall be brought to the direct attention of the Tremonton Chief of Police. The Tremonton Chief of Police shall work to resolve any concern brought to his or her attention. If the Mayor of Garland or Garland City Council's concerns are not resolved then they may bring their concerns to the Mayor or City Manager of Tremonton.

h. *Multiple Public Safety Emergencies.* Due to the lack of predictability of when public safety emergencies will occur, what types of public safety emergency there will be, and how serious they will be, it is agreed between the Parties that, in the event of multiple public safety emergencies at the same time, then a judgment shall be required by Tremonton City Chief of Police, Tremonton Sergeants, Tremonton Sworn Officers, or Garland Sworn Officers in command at the time of the call, and the Parties wholly accept the risk and outcomes of these judgements.

i. *No Guarantee or Warranty.* There is no guarantee to either Party that the collective equipment and personnel in the United Department shall be adequate for any particular public safety emergency, but are only representative of what may be available in providing police services. The Parties to this Agreement wholly accept the risk and outcome that the United Department may not have the equipment and/or personnel to adequately respond for any particular public safety emergency.

j. *Reasoned Judgment Exercised.* The Tremonton Chief of Police, Tremonton Sergeants, Tremonton Sworn Officers, or Garland Sworn Officers who may be in command at the time of the call at a public safety emergency shall have the exclusive right to make decisions, and the Parties to this Agreement wholly accept the risk and outcome of these decisions.

V. Administration.

a. *Jurisdiction.* Any case, incident, or investigation occurring in corporate city limits of Tremonton shall have a case pulled in Tremonton, with any citation and/or criminal charge stemming therefrom being filed in the Tremonton City Justice Court. Any case, incident, or investigation occurring in the corporate city limits of Garland shall have a case pulled in Garland, with any citation and/or criminal charge stemming therefrom being filed in the Garland City Justice Court.

b. *Evidence safekeeping.* Both Parties shall maintain evidence lockers for the storage of evidence collected in the course of investigations. Evidence collected for crimes occurring in Tremonton shall be stored in the evidence lockers in Tremonton. Evidence collected for crimes occurring in Garland shall be stored in the evidence lockers of Garland. Both Parties shall continue to employ and fund their respective evidence custodians.

c. *Call Numbers and Electronic Mail Addresses.* Tremonton officers shall maintain the call numbers of T1-T11, and the Garland officers shall maintain the call numbers of G2-G4. If reporting software (currently Spillman) becomes advantageous to combine and requirements make it necessary for the Parties to combine reporting software, Garland Officers shall use Tremonton call numbers. All officers, regardless of city, shall be given Tremonton electronic mail ("email") addresses.

d. *Badges, Patches, and Vehicle Striping.* The Parties shall work together to create badges and patches for the sworn officers that incorporate both Parties. Additionally, in lieu of changing vehicle striping, the Parties, under the direction of the Tremonton Chief of Police, will create magnets for the vehicles to incorporate language and/or images demonstrating that the officers and their vehicles serve both Parties' communities. Also, the Tremonton and Garland Officers shall wear the same uniform.

e. *Hiring of new Personnel.* The Tremonton Chief of Police shall oversee the hiring process of new sworn officers, reserve officers, animal control officers, and support staff for both Parties. For those being hired for Garland, the Tremonton Chief of Police shall seek the input of Garland Mayor. During the hiring process, but prior to the extension of a final offer of employment to any Garland employee, the Garland Mayor shall approve the candidate and authorize the Tremonton Chief of Police to extend a final offer of employment.

f. *Vehicle and Body Camera Footage.* All vehicle and body camera footage shall be downloaded at the Tremonton Police Department and copies shall be made for the Garland evidence room in any case arising from events in Garland.

g. *Animal Control Services.* Tremonton shall fund a full-time Animal Control Officer, including benefits. Tremonton shall also fund and maintain an animal shelter to house those animals which requiring shelter services. Garland shall not be charged for animal impounds. As stated in Section I(a)(i), Garland shall fund one (1) part-time Animal Shelter Technician, working a minimum of twenty (20) hours per week, to assist the Tremonton Animal Control Officer.

h. *Vehicle Liability.* In the event an Officer employed by Tremonton is operating a vehicle owned by Garland or an Officer employed by Garland is operating a vehicle owned by Tremonton, and an accident occurs from which liability is determined to be with the officer operating the vehicle, the Party that owns the vehicle involved in the accident shall submit a claim to their insurance provider, and the Party for which the officer involved in the accident is employed shall pay the deductible associated with the insurance claim for the accident.

VI. **Miscellaneous.**

a. *Immunity.* All sworn officers and other personnel of the United Department shall be covered by the immunity bestowed by Utah Code Annotated § 63G-7-101 *et al*, relating to privileges and immunities.

b. *Indemnity.* Tremonton hereby agrees to indemnify and hold Garland harmless from any claim or cause of action arising from the use of force, acts, actions, malfeasance, negligence, gross negligence, and/or intentional act(s), including alleged civil rights violations, of any Tremonton police officer. Garland hereby agrees to indemnify and hold Tremonton harmless from any claim or cause of action arising from the use of force, acts,

actions, malfeasance, negligence, gross negligence, and/or intentional act(s), including alleged civil rights violations, of any Garland Police Officer.

c. *Notice.* Any notice or other communication given by any Party hereto to any other Party relating to this Agreement shall be hand-delivered or sent by mail, addressed to such other Party at their respective addresses as set forth below; and such notice or other communication shall be deemed given when so hand-delivered or three (3) days after so mailed:

If to Tremonton:	Tremonton City 102 S. Tremont Street Tremonton, UT 84337
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If to Garland:	Garland City 72 North Main PO Box 129 Garland, Utah 84312
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d. *Severance.* Any term or provision of the Agreement that is stricken or voided by a Court of competent jurisdiction shall be severed from the remainder of the Agreement. All terms and provisions not specifically stricken or voided by a Court of competent jurisdiction shall remain in full force and effect.

e. *Remedy of Breach.* In the event a Party becomes in breach of the Agreement, the non-breaching Party shall provide written notice to the breaching Party, informing the breaching Party of the breach. The breaching Party shall have thirty (30) days to remedy the breach.

f. *Mandatory Mediation.* Prior to the commencement of any litigation arising from this Agreement, the Parties hereby agree to participate in non-binding mediation. If mediation becomes necessary, Tremonton shall provide Garland with the names of three (3) mediators, with Garland choosing the mediator from the three (3) person list provided by Tremonton.

g. *Jurisdiction, Venue, Attorney's Fees.* If a dispute is left unresolved following mediation, and it becomes necessary for litigation to be commenced, based on potential conflicts Jurisdiction and Venue shall reside exclusively in the Second District Court of the State of Utah, in and for Weber County. In the event litigation is used to resolve a dispute between the Parties, the prevailing Party shall be entitled to recuperation of all attorney's fees and cost of litigation from the non-prevailing party.

h. *Amendments.* Any amendment to this Agreement shall require the written consent of both Parties.

i. *Applicable Law.* This Agreement shall be interpreted in accordance with the laws of the State of Utah.

j. *Further Instruments.* The Parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

k. *Waiver.* A waiver by any Party of any provision hereof, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

l. *Preparation of the Agreement.* The Parties hereto acknowledge that they have both participated in the preparation of this Agreement and, in the event that any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any Party hereto with respect to the drafting hereof.

m. *Separate Counterparts.* This Agreement may be executed in several identical counterparts, each one of which shall be considered an original and all of which when taken together shall constitute but one instrument.

n. *Incorporation of Recitals and Exhibits.* The above Recitals and all Exhibits attached hereto are incorporated herein by this reference and expressly made a part of this Agreement.

o. *Complete Agreement.* This Agreement together with any addenda and attached exhibits constitutes the entire Agreement between the Parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, contracts, or Agreements between the Parties. This Agreement cannot be changed except by the express written Agreement of all Parties.

p. *Survival of Terms.* Any term in the Agreement that is intended by its nature to survive the execution date of the Agreement, shall so survive.

q. *Termination of Prior Memorandums of Understanding.* The January 2019 and June 2019 Memorandums of Understanding are hereby terminated in their entirety.

IN WITNESS WHEREOF, the Parties have hereunto signed their names on the day and year first above written.

TREMONTON CITY

**A body Corporate and Politic
of the State of Utah**

BY:

**Roger Fridal
Mayor**

Attest:

**Linsey Nessen
Tremonton City Recorder**

Approved as to Form:

**Dustin Ericson
Tremonton City Attorney**

GARLAND CITY

**A body Corporate and Politic
of the State of Utah**

BY:

**Todd Miller
Mayor**

Attest:

**Sharlet Anderson
Garland City Recorder**

Approved as to Form:

**Steve Brooks
Garland City Attorney**

TREMONTON CITY
CITY COUNCIL MEETING
October 15, 2019

TITLE:	Review of Calendar and Review of Past Assignments
FISCAL IMPACT:	Not applicable
PRESENTER:	Shawn Warnke, City Manager or Linsey Nessen, City Recorder

Calendar Items:

New Hope Crisis Center Walk. It is my understanding that the New Hope Crisis Center has schedule an awareness walk for October 16, 2019 starting at the Tremonton City Offices at 5:30 pm and ending the walk at 5:50 pm.

Trick or Treat on Main Street. Below is a flyer for Trick or Treat on Main Street. There is no City Councilmember assignment for this event, but I thought I would make you aware of the date and tiem of the event. T



City Councilmember assignments for the Development Review Committee meetings. Development Review Committee meetings are schedule to occur each Wednesday at 9:00. Meetings may be canceled if no agenda items are scheduled. City Councilmember scheduled attendance is noted below.

Development Review Committee Schedule for City Council

DRC Date	City Councilmember
September 4, 2019	Bret Rohde
September 11, 2019	Lyle Vance
September 18, 2019	Diana Doutre
September 25, 2019	Jeff Reese
October 2, 2019	Roger Fridal
October 9, 2019	Lyle Holmgren
October 16, 2019	Bret Rohde
October 23, 2019	Lyle Vance
October 30, 2019	Diana Doutre
November 6, 2019	Jeff Reese
November 13, 2019	Roger Fridal
November 20, 2019	Lyle Holmgren
November 27, 2019	Bret Rohde
December 4, 2019	Lyle Vance
December 11, 2019	Diana Doutre
December 18, 2019	Jeff Reese

*This is the schedule for City Council members to attend DRC through the remainder of the year. Hopefully, this will be easier to plan your schedules.