Lindon City Council
Staff Report

Prepared by Lindon City
Administration

June 1, 2020

Notice of Meeting of the *Lindon City Council*

The Lindon City Council will hold a meeting beginning at 5:15 p.m. on Monday, June 1, 2020 in the Lindon City Center Council Chambers, 100 North State Street, Lindon, Utah. The agenda will consist of the following:

Scan or click here for link to download agenda & staff report materials:

REGULAR SESSION – 5:15 P.M. - Conducting: Jeff Acerson, Mayor
Invocation: Jeff Acerson

(Review times are estimates only)

1. **Call to Order / Roll Call** *(2 minutes)*

2. **Approval of minutes:** The regular City Council meeting of May 18, 2020 minutes will be reviewed. *(5 minutes)*

3. **Council Reports** *(10 minutes)*

4. **Administrator's Report** *(10 minutes)*

5. **Presentations and Announcements** *(5 minutes)*
   a) Comments / Announcements from Mayor and Council members.

6. **Open Session for Public Comment** *(For items not on the agenda)* *(10 minutes)*

7. **Consent Agenda —** *(Items do not require public comment or discussion and can all be approved by a single motion.)*
   There are no consent agenda items for approval.

8. **Review & Action — Resolution #2020-14-R. Updated Emergency Operations Plan.** The Council will review and consider updates made to the Lindon City Emergency Operation Plan. *(20 minutes)*

9. **Public Hearing — Ordinance #2020-11-O. New Road Cross Section.** The Council will review and consider a new road cross section to be included in the city's Development Manual for development of streets in floodplain sensitive areas. *(15 minutes)*

10. **Public Hearing — Ordinance # 2020-9-O;** Zone map amendment to Residential Business Overlay zone for the property located at 172 S. Main Street. Application is made by Mike Podzikowski with Island Dance Studio. Parcel # 14:069:0236 *(20 minutes)*

11. **Review & Action —Resolution #2020-15-R; Lindon City Policies and Procedures Manual updates.** The Council will review and consider updates made to the employee policy manual. *(10 minutes)*

Adjourn

All or a portion of this meeting may be held electronically to allow a council member to participate by video conference or teleconference. Staff Reports and application materials for the agenda items above are available for review at the Lindon City Offices, located at 100 N. State Street, Lindon, UT. For specific questions on agenda items our staff may be contacted directly at (801)785-5043. City Codes and ordinances are available on the City web site found at www.lindoncity.org. The City of Lindon, in compliance with the Americans with Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance. Persons requesting these accommodations for city-sponsored public meetings, services programs or events should call Kathryn Moosman, City Recorder at 801-785-5043, giving at least 24 hours-notice.

CERTIFICATE OF POSTING:
I certify that the above notice and agenda was posted in three public places within the Lindon City limits and on the State (http://pmn.utah.gov) and City (www.lindoncity.org) websites.
Posted by: /s/ Kathryn A. Moosman, City Recorder
Date: May 27, 2020; Time: 2:00 p.m.; Place: Lindon City Center, Lindon Police Dept., Lindon Community Development

REGULAR SESSION – 5:15 P.M. - Conducting: Jeff Acerson, Mayor

Invocation: Jeff Acerson

Item 1 – Call to Order / Roll Call

June 1, 2020 Lindon City Council meeting.

Jeff Acerson
Carolyn Lundberg
Van Broderick
Jake Hoyt
Mike Vanchiere
Randi Powell
Staff present: _____

Item 2 – Approval of Minutes

- Review and approval of City Council minutes: **May 18, 2020**

The Lindon City Council held a regularly scheduled *electronic meeting* on **Monday, May 18, 2020, at 5:15 pm** in the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

REGULAR SESSION – 5:15 P.M.
Conducting: Jeff Acerson, Mayor
Invocation: Randi Powell

PRESENT	EXCUSED
Jeff Acerson, Mayor	
Carolyn Lundberg, Councilmember	
Jacob Hoyt, Councilmember	
Van Broderick, Councilmember	
Mike Vanchiere, Councilmember	
Randi Powell, Councilmember	
Adam Cowie, City Administrator	
Mike Florence, Planning Director	
Brian Haws, City Attorney	
Kathryn Moosman, City Recorder	

1. **Call to Order/Roll Call** – The meeting was called to order at 5:15 p.m.

2. **Approval of Minutes** – The minutes of the regular meeting of the City Council meeting of May 4, 2020 were reviewed.

COUNCILMEMBER LUNDBERG MOVED TO APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 4, 2020 AS AMENDED. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER LUNDBERG	AYE
COUNCILMEMBER HOYT	AYE
COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER POWELL	AYE

THE MOTION CARRIED UNANIMOUSLY.

3. **COUNCIL REPORTS:**

Councilmember Hoyt – Councilmember Hoyt reported he had the opportunity to talk to Heath Bateman about going from orange to the yellow phase with Covid19. Mr. Bateman indicated the one key piece is that we don't have the manpower to disinfect all the play grounds on a daily basis. He noted Mr. Bateman is also working to get the pool ready for a June opening. Councilmember Hoyt also reported a resident approached him about an article regarding antibody testing that was for Vineyard City only and he was wondering if that is something we would want to provide to our residents. Councilmember Hoyt said he will forward the article to Mr. Cowie.

Councilmember Vanchiere – Councilmember Vanchiere reported he visited the transfer station today and it is still very busy. He noted the green waste operation is doing very well and Tucker Landscaping makes the mulch and hauls it off. He pointed out since we are still on level 2 precautions with Covid19 they are only taking credit cards (no cash) but that may change next week. He also reported he attended a meeting with the IDI Consulting Group last Tuesday noting it was a good and open discussion with a lot of great ideas. Suggestions were made that in four weeks they will create a draft and by end of August they will have the Master Plan available for final review. He noted there is another meeting scheduled for the May 21st with property owners, developers, real estate brokers etc. He also mentioned a citizen approached him about irrigation water and when it is turned on and he explained that the city does not have control over that.

Mayor Acerson – Mayor Acerson gave an update on the economy in regards to Covid19. He noted there is a vaccine that is showing promise that will help move the economy in moving forward and the market has reacted positively and there will be more details coming. A vaccine will be the most stabilizing factor for revitalizing the economy.

Councilmember Broderick – Councilmember Broderick reported the water outlook is not as good as it was hoped, but Deer Creek and Jordanelle are looking good so the secondary water for Lindon should be ok, but he does have concerns for the whole state. He also mentioned the guidelines are the same for watering noting this is a process we need to continue to educate residents on that it is based on the ability to fill the reservoirs. Mr. Haws stated they will be putting flyers on resident's doors informing them of the watering times. Technically speaking, residents will get a letter if they ignore the procedures, so be aware there may be some calls from citizens.

Councilmember Lundberg – Councilmember Lundberg reported she attended the Master Plan committee meeting with the IBI Consulting Group noting it was a good meeting and they hope to get some things going there; identifying a vision and a plan is critical. She also reported there was some legislation put forward to amend the federal cares act as to be able to access coronavirus aid money. She noted Lindon may not be hit as hard as other places, but the car lots and other sales tax contributors will help us weather the pandemic. Also, the low risk will help other businesses that are impacted. She also reported the PG/Lindon Chamber of Commerce is still moving forward with some events in the fall. She noted that any businesses that would like some exposure the Chamber website has a place to post things and to highlight a business to help them connect. The Daily Herald also has a periodical coupon book that the Chamber will put together where businesses can advertise and they are trying to keep the costs low.

Councilmember Powell – Councilmember Powell reported she also attended the Master Plan meeting hosted by the IBI Consulting Group. She noted they are bright and sharp individuals and she is looking forward to the next meeting. She also reported she attended the employee interviews for the Public Works Director. She noted there were some fine candidates and a great individual has accepted the offer.

4. **Administrator's Report:** Mr. Cowie reported on the following items followed by

discussion.

Misc. Updates:

- COVID-19
  - State of Utah Phase Health Guidelines. See Moderate (orange) risk level:
  - City buildings will open Monday, May 18th with suggested mask wearing by patrons, twice daily sanitizing of high touch surfaces, groups limited to 20 or less, etc.
- Park & Rec Department released anticipated openings guide on 5/13/2020.
- Memorial Day - no ceremony; perimeter flags will be placed
- Continued electronic meetings likely through May and maybe June, or until State moves to 'low' risk category. (difficult to know if we'll hit 20-person cap and have to keep people out)
- Public Works Director update – Made an offer to Juan Garrido
- Secondary Water ponds are being drained very quickly. Lots of day-time watering occurring. PW staff will be using door hangers to notify violators. Please spread to support watering only between 6pm and 10am.
- Misc. Items

5. <u>Presentations and Announcements:</u>

a) Comments/Announcements from Mayor and Council members.

6. <u>Open Session for Public Comment</u> – Mayor Acerson called for any public comment not listed as an agenda item. There were no public comments.

7. <u>Consent Agenda Items</u> – The following consent agenda item was presented for approval.

a) **Resolution #2020-10-R;** Declaring certain items as surplus.

b) **2020 PARC Tax Mini-Grant Funding Recommendation.** The City Council allocated a portion of 2020 PARC (Parks, Arts, Recreation, and Culture) tax funds to be set aside for funding of mini-grants for non-profit cultural arts organizations with a heavy presence in Lindon. After advertising the grant opportunity, the City received 3 applications. For the 2020 funding cycle it is recommended that the Council approve the grant application requests in the total amount of $11,820.

c) **2020 Street Maintenance projects bid award.** Staff recommends awarding the 2020 Street Maintenance projects to Geneva Rock in the amount of $1,756,013.46.

COUNCILMEMBER POWELL MOVED TO APPROVE THE CONSENT AGENDA ITEMS AS PRESENTED. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER LUNDBERG AYE
COUNCILMEMBER HOYT AYE

COUNCILMEMBER BRODERICK AYE
COUNCILMEMBER VANCHIERE AYE
COUNCILMEMBER POWELL AYE
THE MOTION CARRIED UNANIMOUSLY.

CURRENT BUSINESS

8. **Review & Action — North Union Canal Property Restoration**. The Council will review and consider options for construction restoration work along the rear property of Mr. Ross Wright located at, 115 South 630 East, to determine whether or not to participate financially in the restoration options presented.

Mayor Acerson stated he met with property owner, Mr. Ross Wright along with Adam Cowie and Noah Gordon to gather more information to bring to the council for a good discussion on this property restoration issue. Mr. Cowie then presented some photos for discussion noting Mr. Wright is in attendance. He then gave a brief background on the property in question. He spoke on the photo of the retaining wall constructed by Mr. Wright. He then presented the bids for the retaining wall noting from a city standpoint he feels the representations of the project from the city were met. Mr. Gordon agreed with that statement adding it is pretty clear. He added they met on-site with Mr. Wright prior to putting in the slope and conveyed it may affect a couple of bushes or trees. He understands he is not contesting what we conveyed, but after the fact, it wasn't really what he wanted and it would have been easier had they known before the fence was put in. He noted the ground is very hard but it was his understanding that Mr. Wright is not planning to plant anything in that location.

Mr. Wright then spoke on the photos showing the property line. He indicated he was under the impression the toe mark would have ended where the property line is and then come back to the south. He emphasized that he just wants to be made whole. The ground is like concrete now and added he in fact does want to plant back there. He expressed that this is not even close to what he expected and he wishes his cylinders would have been left in place. He admitted that he should have gotten a contract with the city for this to be done as what he has now is not even close to what he expected. Again, he doesn't feel like what has happened has made him whole.

Mr. Gordon pointed out the cylinders were half on his property and half on the canal side and in places they were starting to tip. They discussed the option of where to put the fence with or without the cylinders and the city paid the contractor $800 to haul the cylinders away to be able to put the fence line where it currently is. Mr. Wright stated he didn't agree on 3 ft. of dirt that he can't even till and it is unacceptable.

Mr. Gordan argued that Mr. Wright said he was ok to go with the gradual slope but the soil type was not discussed. Mr. Wright commented, in hindsight, this is not acceptable as they have eliminated 3 ft. of usable property on his side of the fence.

Mayor Acerson pointed out to Mr. Wright that he already had 6 inches that was not being used because of the cylinders, adding they are just trying to see the impact; half was on his property and half was on the Alpine School District property.

Mr. Wright stated inferring that he wouldn't use that property is far from the truth. He is the only one that has done anything with the canal or the property line. Mayor

Acerson asked Mr. Wright what he desires to see done to make him whole. Mr. Wright stated he has considered a concrete retaining wall with rebar etc. on his side of the fence so he wouldn't have to worry about it again; what is there now is not acceptable.

Councilmember Hoyt asked if the slope that came on the property was discussed originally, and if that is the issue or the quality of the dirt. Mr. Wright confirmed it is a combination of the two. He may have said that it was ok but there wasn't anything written or drawn out on a plan, it was just trust between him and the city; but he is not saying either party was 100 percent right or wrong.

Mr. Wright stated the bottom of the chain link fence is 18 to 20 inches to his side of the fence. He noted he has a bid that is less than what was shown earlier. Mr. Wright said he is proposing a concrete wall the length of the property because the way it is right now one heavy rainstorm and it will all come down into his yard.

Councilmember Vanchiere agreed what Mr. Wright has done with the excavation has created a bigger challenge. Mr. Wright stated he talked to Mr. Gordon and the Public Works Director and then there was no further communication after that and he had to do something; he is not laying blame, but this is the evolution of what took place. He knows the fence is compromised, but he wants it fixed and also to look nice as it will impact the value of his property.

Mayor Acerson commented, based on everything that has happened with miscommunication between the parties, that Mr. Wright has a proposal to put in a retaining wall. He questioned if the city should bear the full responsibility or should Mr. Wright bear part of the burden because of the fence. Mr. Wright stated he believes the city is responsible and he shouldn't have to pay a penny.

Councilmember Lundberg asked for clarification from Mr. Wright on how old the cylinders were and if he would agree they had some wear and tear. Mr. Wright confirmed the cylinders were 15 years old but stated they were still in good shape. Councilmember Broderick pointed out if the cylinders had been put entirely on his property it would have been less impactful.

Mr. Gordon stated in order to get the fence line where the property line is you could not have done it with the cylinders and the cylinder wall was leaning. So, if they put the fence entirely on the property line it would have fallen over. He reiterated that the city paid to move the cylinders.

Councilmember Powell expressed that she appreciates the opinions shared thus far. She commented as far as the grass or hydroseed goes she feels that does not have a bearing on the Wright property. In regards to a 50/50 split, because we did not initiate a written contract of some type, she feels the city should bear the additional responsibility and go with a ¾ and ¼ split with the city taking the higher portion.

Councilmember Lundberg pointed out the cylinder wall was aged and in danger of tipping over and a brand-new fence has been installed. She added that the city had thus far taken all of the burden. She expressed that Mr. Wright is a great community member who has been looking after the area and going above and beyond. She understands Mr. Wright's desire of being made whole but also that he would like to see some give and take financially with some sort of a split. There are some benefits here with the property beautified and a brand-new fence. There should be some contribution on his part and we should get a more reasonable bid for the type of retainer.

Councilmember Broderick commented whatever retaining wall is decided upon it should be engineered so whatever goes in remedies the problem and it is done in a manner that holds up. We always have to consider that the residents are the city and so all residents would be contributing the money to fix it. He understands all that's been said and that the misunderstandings were not intentional. He would like to know more about Mr. Wrights proposal and the cost. He would be inclined to a 50/50 split as Mr. Wright's excavation made the problem worse so there is responsibility on both sides.

Mr. Cowie commented if we are looking to resolve this matter, and if Mr. Wright has a contractor with a bid, it may be beneficial to give him a specific amount of money to use as he sees fit and have it in a written contract. Because if the city is designing, engineering etc. Mr. Wrights expectations may not be met.

Councilmember Vanchiere asked about going into the 3 ft stretch and breaking it up and mixing in some good quality soil and reinforcing the fence and make it level so Mr. Wright can use the property. Mr. Gordon pointed out that we already offered topsoil but with the fence being undermined at this point the fence would need to be lowered and the soil revamped in some fashion. Mr. Wright stated he has already taken the soil down to where it was before.

Mayor Acerson asked Mr. Wright what he believes the city can do to make him whole. Hearing what has been said tonight, is there a point where you can suggest, in moving this forward with the contractor, if he feels he is capable to solidify the fence to protect his property and at what level would you be open to based on what the council has said here tonight.

Mr. Wright stated $5,075 was the low bid. He would be willing to pay a ¼ of that and get someone to do it; $4,500 he will take care of it.

Mayor Acerson proposed the city pay 2/3 of the $4,500 and Mr. Wright would take the other 1/3 as it would be close. He pointed out the city would be shouldering the majority of the responsibility and this would get him the appropriate retaining wall. Mr. Wright suggested making it $5,000 and he would pay 1/3. Mayor Acerson stated we need to verify the bid and make sure that the engineering will meet the standard and we should get to that point pretty quickly.

Mayor Acerson expressed that at the end of the day we need to make sure that Mr. Wright ends up with a secure wall and he believes the contractor, Mike Peterson will ensure that. He added that Mr. Wright needs to get it in writing and bring it to the city; with the city paying 2/3 and Mr. Wright paying 1/3 of the costs. Mayor Acerson reiterated the bid would need to be verified.

Councilmember Powell stated she agrees Mike Peterson knows what he is doing. She agrees the bid needs to be firmed up, but she also wants to make sure Mr. Wright feels he is being heard and also that his expectations will be to the contractor, Mike Peterson and not to the city.

Mr. Gordon stated there are some concerns on the timing as the Contractor on this job needs to move on and if it is continued more than a few days will pose a problem because the sprinklers and hydroseed needs to get in.

Mr. Cowie suggested to the council, if acceptable, that the total would be $3,333 for the city. Adding if they are comfortable with that to give staff the direction to draft an agreement for that amount and move this forward.

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Councilmember Vanchiere suggested setting a top number of $5,000 and let staff handle this. Mr. Wright stated he would be good with that.

Councilmember Hoyt commented that we need to move forward on this. He is frustrated that we are having to pay anything more and that there was nothing in writing. He does see both sides and frankly he feels it's too high of a number for the city, but he wants to compromise but feels that is not an ideal number and the city's culpability is far less. He suggested getting the bid and moving forward and let this be a lesson learned; this is a frustrating situation all the way around.

Mayor Acerson called for any further comments or discussion from the Council. Hearing none he called for a motion.

COUNCILMEMBER POWELL MOVED TO APPROVE TO HAVE STAFF TAKE REVIEW THE PROPOSAL FROM MIKE PETERSON, THE CONTRACTOR, WITH THE RESPONSIBILITY BEING 2/3 OF THE COSTS FOR THE CITY AND 1/3 OF THE COSTS FOR MR. WRIGHT WITH $5,000.00 BEING THE TOP BID AND TO HAVE A WRITTEN CONTRACT. COUNCILMEMBER LUNDBERG SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER LUNDBERG	AYE
COUNCILMEMBER HOYT	AYE
COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER POWELL	AYE

THE MOTION CARRIED UNANIMOUSLY.

9. **Review & Action — DoTerra Reimbursement Agreement.** The Council will review and consider an application for reimbursement agreement by DoTerra pursuant to Lindon City Code 17.68.020. This item has been requested to be continued to June 15, 2020. The Lindon City Attorney will explain the item and the basis for the request for continuance.

Mike Florence, Planning Director, stated the applicants, Mr. Mark Weldon and DoTerra asked that this item be continued as to be able to have an in-person meeting rather than through electronic means. He then directed the council to make a motion to continue the item to the June 15, 2020 City Council Meeting.

Brian Haws, City Attorney agreed that given the nature of Covid19 we need to move this item to June 15th. He added that Mr. Doxey was gracious and understands the issue and did not object to one continuance because it needs to be presented to the council within 90 days and we will address the merits of the agreement, for and against, at the June 15th meeting.

Mayor Acerson called for any further comments or discussion from the Council. Hearing none he called for a motion.

COUNCILMEMBER POWELL MOVED TO CONTINUE THE REIMBURSEMENT AGREEMENT WITH DOTERRA TO THE JUNE 15TH CITY COUNCIL MEETING. COUNCILMEMBER HOYT SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER LUNDBERG AYE
COUNCILMEMBER HOYT AYE
COUNCILMEMBER BRODERICK AYE
COUNCILMEMBER VANCHIERE AYE
COUNCILMEMBER POWELL AYE
THE MOTION CARRIED UNANIMOUSLY.

10. **Public Hearing — Ordinance # 2020-10-O;** Amendment to the Lindon City Appendix A Standard Land Use Table to allow Medical, Dental, & Health Clinic Services/small, outpatient type services as a permitted use in the Light Industrial zone. Application is made by ALX Family Health. Following review, the planning commission recommended approval.

COUNCILMEMBER BRODERICK MOVED TO OPEN THE PUBLIC HEARING. COUNCILMEMBER HOYT SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Anders Bake, Associate Planner, led this agenda item by giving an overview stating the applicant Blake Rapier on behalf of ALX Family Health, and who is in attendance, is proposing an amendment to Appendix A of the Standard Land Use Table to make "Medical, Dental, & Health Clinic Services / small outpatient type services" a permitted use in the Light Industrial zone. Mr. Bake noted "Medical, Dental, & Health Clinic Services / small outpatient type services" are currently permitted in the Mixed Commercial, Research and Business, and General Commercial Zones. They are not permitted in the Residential, Recreational Mixed Use, Planned Commercial, and Industrial Zones.

Mr. Bake indicated the applicant is proposing this amendment in order to receive a business license to operate his Family Health business located at 245 South 1060 West in Lindon's Light Industrial zone. After reviewing the Standard Land Use Table, city staff has found that there are uses similar in impact to a medical, dental, or health clinic and permitted in the Light Industrial zone. These include professional office uses, massage therapy and personal care health spas, and veterinarian services.

Mr. Bake stated Staff feels that a medical, dental, or health clinic will not cause a negative impact on the surrounding light industrial properties and that the uses permitted in the light industrial zone will not cause a negative impact to a clinics business or its customers. Mr. Bake indicated Staff recommends approving the proposed change to the Standard Land Use Table.

Mr. Bake then presented the ALX Family Health Business Description, Map of ALX Family Health location and the Lindon City Zoning Map followed by some general discussion. He then turned the time over to the applicant for comment.

Mr. Rapier explained they are a small family owned clinic with just 2-3 medical providers and will not be growing any larger. He has been practicing Family Medicine since 2006 and the other provider has been practicing since 1998. They focus on taking care of the medical and health needs of families.

Mr. Rapier stated he has had multiple practices and he has learned how to streamline the business side of medicine instead of lining a CEO's pockets and these

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savings they pass on to the patient. They take Medicare and Medicaid and they also have the lowest cash pay price in the area for those families with no insurance or with high deductible insurance plans. They also understand the current times and offer telemedicine for a lower price than what insurance companies charge for telemedicine services.

Mr. Rapier pointed out that it is easy to lose sight of why anyone would get into medicine therefore they see many roadblocks for patients in health care. He noted they always remember that they got into medicine for the patients and they are removing the roadblocks to ensure families get the care they need. They can take care of patients from pediatrics to geriatrics with all being on an outpatient basis. They will also be on call but office visits will be between 9am-5pm Monday through Friday with only minor procedures taking place at the office. They do not deliver babies, but they will do all other general medical practices. They will not store any pharmaceuticals onsite. All laboratory specimens will be run through LabCorp and there will be no onsite laboratory work. He concluded by stating they feel they will be a great benefit to the Lindon area and the community.

Following some general discussion regarding location, parking, impact and use to the zone the council was in agreement to recommend approval of this request.

Mayor Acerson called for any public comments. Hearing none he called for a motion to close the public hearing.

COUNCILMEMBER BRODERICK MOVED TO CLOSE THE PUBLIC HEARING. COUNCILMEMBER POWELL SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Mayor Acerson called for any further comments or discussion from the Council. Hearing none he called for a motion.

COUNCILMEMBER LUNDBERG MOVED TO APPROVE ORDINANCE AMENDMENT #2020-10-O AS PRESENTED. COUNCILMEMBER POWELL SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER LUNDBERG	AYE
COUNCILMEMBER HOYT	AYE
COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER POWELL	AYE

THE MOTION CARRIED UNANIMOUSLY.

11. **Public Hearing — FY-2021 Proposed Budget; Resolution #2020-11-R.** The City Council will accept public comment as it reviews and considers adoption of its FY 2021 Proposed Budget. The Council will give direction on major budget issues and other city-wide budgetary issues. A public hearing will be held on June 15, 2020, to amend the FY2020 budget and to adopt the FY2021 Final Budget.

COUNCILMEMBER HOYT MOVED TO OPEN THE PUBLIC HEARING. COUNCILMEMBER VANCHIERE SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Kristen Colson, Finance Director led this discussion item by presenting the proposed city budget. She noted there is only one budget issue and also the fee schedule pages. She noted this is similar to the discussion with the council from two weeks ago. Ms. Colson then went over the budget presentation as follows:

Budget Issue #1: Should Lindon City increase Water, Sewer, Storm Water, Garbage and Recycling utility rates?

Ms. Colson explained JUB Engineers is doing their utility rate study for water and sewer utility rates as well as analyzing water pumping costs for the zones above the North Union Canal. She noted their recommendations are not yet available, however, their utility rate study from last year proposed that this year's increases would be 9% for culinary water rates, 4% for sewer rates and 13% for storm water rates. Lindon City contracts with Republic Services for garbage and recycling collection. The current contract has an annual 3% increase in their collection fees.

Ms. Colson then went over the Proposed Fee Schedule changes as follows:

•Culinary water rates would increase 9%

- Rates for 1" meter below N.U. per month
  - Base Rate: ~~$24.90~~ $27.14
  - Usage Rate (per kgal): ~~$1.48~~ $1.61(for first 6,000 gallons)

- Sewer rates would increase 4%
- Rates for Single Family Residential per month
  - Base Rate: ~~$20.22~~ $21.03
  - Usage Rate (per kgal): ~~$2.67~~ $2.78

•Garbage and recycling rates would increase 3% per month

- First garbage can: ~~$10.30~~ $10.61
- Each additional garbage can: ~~$8.76~~ $9.02
- Each recycling can: ~~$3.71~~ $3.82

•Storm Water rates will increase 13%

- Residential per month: ~~$10.08~~ $10.38

She then went over the Estimated Revenues noting total city revenues are $19,057,914.

<u>General Fund</u>

- Sales tax is estimated to decrease 20%
- Building permits is estimated to decrease 25%
- Court revenue is estimated to decrease 33%
- Overall revenue is estimated to decrease 15.5%,
  - not counting police vehicle lease revenue and the sale of current police

vehicles, which is an increase in revenue

- PARC Tax and Transit Taxes estimated to decline 25%
  - Not charged on grocery items
  - Other retail sales down
- Road Fund Allotment estimated to decline 25%
  - Decline in amount of gas sales

Enterprise Funds

- Utility Rate Increases
  - Culinary water rates will increase 9%
  - Sewer rates will increase 4%
  - Garbage and recycling rates will increase 3%
  - Storm Water rates will increase 13%

- Recreation revenue has been estimated based on resuming activities and facility rentals by July 1, which may or may not be possible

Budgeted Expenditures

- City Wide Expenditures
  - Total Expenditures by Object - $20,907,803
  - Net of fund balances and transfers

Budgeted Expenditures-Personnel

•No cost of living allowance (COLA) increase, which is usually effective July 1

•Implement new pay scale effective January 1, 2021

- Employees already on steps 1-5 will move up to the next step
- Employees currently in the mid-high range will be placed on the step higher than their current hourly wage
- This will cost the City an additional $86,000 and is in this budget, but staff will bring this back to the City Council in December for another review and final approval

•Retirement costs for Tier 2 public safety employees were increased by the legislature effective July 1, 2020.

- 2% mandatory increase to be paid by the employer will increase Lindon City costs about $4,450 for the fiscal year
- 2.27% mandatory increase may be paid by the employee or the employer. This budget includes Lindon City paying this cost, which is about $5,050 for the year. This is in Resolution 2020-12-R.

•Employees will begin participating in the payment of their medical insurance premiums by paying 3% of the premium; employees with family coverage for dental insurance will continue to pay 50% of the premium. The amounts are shown below.

- Employee only coverage: $18.06/month for medical insurance
- Employee plus spouse coverage: $37.39/month for medical insurance
- Employee plus family coverage:

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- $50.57/month for medical insurance
- $46.60/month for dental insurance (continuing, not new)

•Saves the City about $24,760 for the year

•Insurance Premiums
- Medical insurance premiums will increase 7.6%
- Dental insurance premiums will decrease 10% by switching insurance carriers again
- Overall, employee benefit allowance will increase 3.9% or $30,785

Budgeted Expenditures - Operations

- Department heads have cut operational costs while still maintaining infrastructure and current levels of service as much as possible
- Travel expenses have been cut except where training is needed to maintain required certifications
- Other items that have been cut:
  - $5,000 for Deer management
  - $2,500 for Police public outreach
  - $45,000 for new community programs summer concerts youth theater council
  - rec on wheels

Budgeted Expenditures - Capital

•General Fund capital expenditures -limited as much as possible
- $15,000 for City Center HVAC upgrades (replacing furnaces over 20 years old)
- $650,000 for 15 police vehicles funded by lease revenue; annual lease payments are estimated to be $90,000
- $21,000 for a new software program for inspections and community development. This was in the 2020FY budget, but staff is still researching to find the right software.

•Dedicated / restricted funds
- $2.1M for Road Capital Improvements
- Park Impact fee expenditures$30,000 to install picnic areas and drinking fountain at Meadow Park
- $100,000 to install second pavilion at Fryer Park

Water Fund

- $500,000 for new well site
- $50,000 for well improvements
- $250,000 for Canal Dr pipe
- $30,000 for secondary water traveling screen rebuild
- $25,000 for culinary and secondary water master meter upgrades
- $40,000 to finish PRV upgrades
- $45,000 for 835 E booster station upgrades
- $200,000 for impact fee project

DRAFT

Sewer Fund

- $35,000 for trash pump
- $29,000 to install a generator at sewer lift #4
- $25,000 to upgrade hardware and software for sewer truck tv
- $100,000 install sewer mainline in Treasury subdivision and rebuild sewer lift #4

Storm Water Fund

- $270,000 for Upper main drain
- 600 E upsize
- Bank repair behind Scotts Miracle Grow
- Geneva Rd lining
- 200 W box culvert

Recreation Fund (funded by PARC Tax transfers)

- $25,000 for Aquatics Center pump maintenance and replacement
- $80,000 for Aquatics Center boiler maintenance and replacement
- $20,000 for Community Center furnaces maintenance and replacement

There was then some general discussion by the council regarding the budget information presented. Councilmember Powell expressed her appreciation to Ms. Colson and staff for their hard work and flexibility on the budget. She also expressed her thanks to the mayor and council for looking out for the citizens and every aspect of the city.

Councilmember Lundberg brought up property taxes stating she sees it is not scaling downward and feels this is a real issue that she has with the state as our piece of the pie continues to shrink. Homes are being assessed at higher values and paying higher taxes. She can't see why our piece of the pie continues to go down and cities get less of that. She feels something is wrong with the state and county calculations. Is there a recourse we could take up with the League to advocate on our behalf?

Mr. Cowie explained over time, in general, we are seeing more property tax as a trend. It is generally going up but our rate is decreasing. The reason that rate is decreasing is to keep the dollar amount that we are receiving essentially the same year after year. The only reason that rate would increase is if you vote it in or if inflation and property values are going down then the rate is adjusted up. Unless the council increases the rate, we do not receive more for the same property. So, your home value may go up over time, but we are essentially receiving about the same amount from property tax.

Ms. Colson concluded by stating the final budget will be presented on June 15th for adoption and would go into effect on July 1st. She noted the 2020-2021 FY Budget will need to be flexible and we may need frequent budget amendments starting as early as August 2020. We will be watching the economy and monitor revenues as they come in throughout the year and we will prioritize spending and establish timing of expenditures.

Mayor Acerson called for any public comments. Hearing none he called for a motion to close the public hearing.

COUNCILMEMBER BRODERICK MOVED TO CLOSE THE PUBLIC HEARING. COUNCILMEMBER LUNDBERG SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

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Mayor Acerson called for any further comments or discussion from the Council. Hearing none he called for a motion.

COUNCILMEMBER VANCHIERE MOVED TO APPROVE RESOLUTION #2020-11-R AS PRESENTED. COUNCILMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER LUNDBERG	AYE
COUNCILMEMBER HOYT	AYE
COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER POWELL	AYE

THE MOTION CARRIED UNANIMOUSLY.

12. Recess to Lindon City Redevelopment Agency Meeting (RDA)

COUNCILMEMBER POWELL MOVED TO RECESS THE LINDON CITY COUNCIL MEETING AT 7:55 PM AND CONVENE AS THE LINDON CITY REDEVELOPMENT AGENCY. COUNCILMEMBER HOYT SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER POWELL	AYE
COUNCILMEMBER LUNDBERG	AYE
COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER HOYT	AYE
COUNCILMEMBER VANCHIERE	AYE

THE MOTION CARRIED UNANIMOUSLY.

BOARDMEMBER POWELL MOVED TO ADJOURN THE MEETING OF THE LINDON CITY RDA AND RE-CONVENE THE MEETING OF THE LINDON CITY COUNCIL MEETING AT 7:59 P.M. BOARDMEMBER BRODERICK SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER POWELL	AYE
COUNCILMEMBER LUNDBERG	AYE
COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER HOYT	AYE
COUNCILMEMBER VANCHIERE	AYE

THE MOTION CARRIED UNANIMOUSLY.

13. Review & Action — Resolution #2020-12-R; Utah State Retirement System, Public Safety Tier-2 pick-up. The Council will review and consider the proposed resolution declaring that the City will pick up the Tier 2 public safety contributions per the code references in the resolution. If approved, this will be implemented in payroll and IRS paperwork starting July 1, 2020 for any eligible public safety employee.

Mr. Cowie opened this discussion item by explaining if approved this resolution will declare that the City will pick up the Tier 2 public safety contributions per the code

references included in the resolution. This will be implemented in payroll and IRS paperwork starting July 1, 2020 for any eligible public safety employee. He noted these are Lindon City employees and some public safety personnel who are eligible for and participate as members in the New Public Safety and Firefighter Tier II Contributory Retirement System administered by the Utah Retirement Systems. In accordance with federal and state law, employers may take formal action to pick up required employee contributions, which will be paid by the employer in lieu of employee contributions.

Mr. Cowie further explained that beginning July 1, 2020, Lindon City will pick up and pay required employee contributions for all Lindon City employees who are members of the New Public Safety and Firefighter Tier II Contributory Retirement System, subject to a maximum of 2.27% of compensation for each employee. The picked-up contributions paid by the employer, even though designated as employee contributions for state law purposes, are being paid by Lindon City in lieu of the required employee contributions.

Mr. Cowie indicated the picked-up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding taxes, until distributed from the Utah Retirements Systems, so that the contributions are treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code.

Mr. Cowie noted the picked-up contributions are a supplement and not a salary reduction to the Lindon City employees who are eligible for and participating members in the New Public Safety and Firefighter Tier II Contributory Retirement System. He added after the date of this pick up, a Lindon City employee may not have a cash or deferred election right with respect to the designated employee contributions, including that the employees may not be permitted to opt out of the pick-up and may not be entitled to any option of choosing to receive the contributed amount directly instead of having them paid by the state on behalf of its employees to the Utah Retirement Systems.

Following some general discussion, the Council was in favor of supporting this action and approving the Resolution as presented.

Mayor Acerson called for any further comments or discussion from the Council. Hearing none he called for a motion.

COUNCILMEMBER LUNDBERG MOVED TO APPROVE RESOLUTION #2020-12-R AS PRESENTED. COUNCILMEMBER POWELL SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

COUNCILMEMBER LUNDBERG	AYE
COUNCILMEMBER HOYT	AYE
COUNCILMEMBER BRODERICK	AYE
COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER POWELL	AYE

THE MOTION CARRIED UNANIMOUSLY.

14. **Discussion Item — Utility Assistance programs.** The Council will review and discuss various utility assistance programs available to residents of Utah County and review other municipal utility assistance programs.

Mr. Cowie led this discussion item by stating as directed he gathered information on utility assistance programs as follows:

Utility Assistance Programs - 2020	Utility type	Qualifiers
Mountainland Assoc of Governments (MAG): HEAT program. Utah, Wasatch, Summit counties	power/gas	Income at or below poverty
Dominion Energy	gas (assistance in addition to HEAT program)	qualified low income
Rocky Mountain Power	power (assistance in addition to HEAT program)	qualified low income
Telephone Assistance Program	telephone	qualified low income
Spanish Fork	donates to other agency; see notes	Income at or below poverty
Murray City	donates to other agency; see notes	Income at or below poverty
Eagle Mountain	all city utilities	?
Santaquin	sewer (now discontinued)	qualified low income
Hurricanne	all city utilities	?
Springville	all city utilities (?)	financial hardship; committee approval
Sandy	base rate reduction (all city utilities)	qualified low income; military leave
Utah Dptn of Consumer Servcies links to multiple assistance programs:	https://ocs.utah.gov/assistance.html	

*Some cities responded that they allow payment plans; most did not provide details on plans or qualifiers
*Some cities responded that they are waiving late fees and not doing shut-offs for a few months due to COVID-19.

Utah rental assistance program launches for those who can't pay their rent
https://www.ksl.com/article/46752544/utah-rental-assistance-program-launches-for-those-who-cant-pay-their-rent

Councilmember Broderick commented he appreciates the information presented. He noted this would be to hold somebody's rate the same but wouldn't be subject to the $7.19 per month increase that was discussed. At this point it doesn't appear through the research that any other communities do anything like for those on a fixed budget. He expressed that he just wants to be sensitive to those who are on a fixed income.

Mr. Cowie commented that is the case of those who responded to his email. Springville was the only city that targets specific populations. All others indicated the qualifiers were income based.

Mayor Acerson directed staff to keep an eye on it and to keep the information available and accessible. Councilmember Hoyt stated he appreciates the information noting it is good to have and indicated he would be open to craft something if need be down the road.

Mr. Cowie stated they will put out a handout with the utility bill with links to make it available to the public. Following discussion, the Council agreed there are already a lot of good opportunities out there and thanked Mr. Cowie for the information.

Mayor Acerson called for any further comments or discussion from the Council. Hearing none he moved on to the next agenda item.

15. Discussion Item — Lindon Days Events in Light of COVID-19. The Council will review and discuss various aspects to Lindon Days activities and events in light of the coronavirus pandemic and the changes that may pose in regards to social distancing and other recommended guidelines.

Mr. Heath Bateman, Parks and Recreation Director led this discussion item by first talking about the pool and the status of the Aquatics Center. He explained per the Utah County Health Department and the guidelines from the Governor, they anticipate opening the first week of June but it also depends on when they are ready. He noted due to the Covid19 situation they are working on 700 as the maximum number of patrons as they were told they have to have to reduce the number of patrons in the pool at a time. He pointed out that normally we can go to about 1,200 patrons.

Mr. Bateman further explained they have hired a group of cleaners to sanitize every three hours doing the locker rooms, bathrooms and tables and chairs. The drinking fountains will be closed. Swim lessons will be normal except the first session will be cancelled and they will not accept cash. The concession workers will wear masks. The entry way to pool and the line-up will be using social distancing as directed under the yellow phase. Concessions will be open with the new shaved ice and also with prepackaged items and they are getting the procedures ready to go. Mr. Bateman noted many reservations have been cancelled and some have moved to a later date. It is their hope to get to the green phase to allow for bigger gatherings. They are following the same rules as the state; his senior staff is ready to go.

Mr. Bateman then spoke on Lindon Days. He stated they are getting to the point where they need to make some decisions so they can outline confirmations. He noted a lot of cities celebrations have moved to orange so we may be competing for items. They are committed with a deposit for fireworks and also the band. They are confident they can do a fireworks show and the concert with social distancing. Mr. Bateman asked the council if we stay in the yellow phase should we shorten Lindon Days and perhaps even cancel if we have to.

Councilmember Lundberg pointed out that some of the events won't be yellow friendly. She also asked what events do you see that won't work at yellow.

Mr. Bateman said there are things that could be hard but could be done in the yellow phase like the car show, Ice cream social and movie, but Huck Finn fishing and the Foam party would be hard to do. The Horse Arena events may work with a few changes.

Mr. Bateman noted the Grand parade is doable, but the state is specific with handing out candy and parades are being scheduled throughout the state. He would suggest only have pool day be for Lindon residents only. He pointed out that the CDC has stated that the virus can't live in the water.

Mr. Bateman stated he has heard and would expect that the yellow phase will continue through August so they are committed to following the yellow phase through

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August. He noted Orem City has moved to a 3-day format and some cities have moved or cancelled. Mr. Cowie explained the purpose for this discussion is to see if the council is comfortable in narrowing the scope of Lindon Days as staff needs to get moving as to get the needed sponsorship.

Mr. Bateman stated he would propose shortening to have Thursday, Friday and Saturday events only. There was then some discussion regarding the car show that must be held on a Monday. Mr. Bateman stated Kim and Shawna Tomlinson will not be doing the car show this year. Following discussion, the council was in agreement that the car show is a great event and they would like to see it happen.

Following some additional discussion, the council was in favor of consolidating events that are hard to manage but to accommodate as many events as we can but only if it can be done in a safe manner as we need to be sensitive to everyone. Mr. Bateman said he will put a plan together and send it out by email to the council for any feedback so he can move forward.

Mayor Acerson called for any further comments or discussion from the Council. Hearing none he called for a motion to adjourn.

Adjourn –

COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING AT 7:40 PM. COUNCILMEMBER VANCHIERE SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Approved – June 1, 2020

_____
Kathryn Moosman, City Recorder

_____
Jeff Acerson, Mayor

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<u>Item 3</u> - COUNCIL REPORTS: *(10 minutes)*

A) MAG, COG, UIA, Utah Lake Comm., ULCT, NUVAS, IHC Outreach, County Board of Health - Jeff Acerson
B) Police/Fire/EMS, Emergency Mgmt., Irrigation Co. Representative/Board member, City Buildings - Van Broderick
C) Public Works/Engineering, Historic Commission, Administration, Building Const. & Inspection - Randi Powell
D) PG/Lindon Chamber of Commerce, Economic Development, Lindon Days - Carolyn Lundberg
E) Planning Commission/BOA, Planning/Zoning, General Plan, Transfer Station/Solid Waste Board - Mike Vanchiere
F) Parks, Trails, and Recreation, Cemetery, Tree Advisory Board - Jake Hoyt

<u>Item 4</u> - ADMINISTRATOR'S REPORT *(10 minutes)*

Misc. Updates:

- Tentative pool opening date: June 5th
- New Public Works Director, Juan Garrido, starts June 15th.
- Misc. Items

<u>Item 5</u> – Presentations and Announcements

a) Comments / Announcements from Mayor and Council members.

<u>Item 6</u> – Open Session for Public Comment *(For items not on the agenda* - 10 minutes)

_____

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<u>Item 7</u> – Consent Agenda – *Consent agenda may contain items which have been discussed beforehand and/or do not require significant discussion, or are administrative in nature, or do not require public comment. The Council may approve all Consent Agenda items in one motion, or may discuss individual items as needed and act on them separately.*

There are no consent agenda items for review.

8. **Review & Action —** Resolution #2020-14-R. Updated Emergency Operations Plan. The Council will review and consider updates made to the Lindon City Emergency Operation Plan.

   Kelly Johnson, Lindon City Emergency Planning Coordinator, and Josh Adams, Chief of Police, have worked to update the EOP. The document should be reviewed annually for needed changes and alterations. A summary of updates/changes/additions has been provided. We appreciate all of Kelly's efforts on this project and her skilled assistance in the COVID-19 grant / reimbursement processes.

   Sample Motion: I move to (approve, deny, continue) Resolution #2020-14-R approving the updated emergency operations plan (with changes, as presented).

Lindon City Emergency Operations Plan – summary of updates; June 1, 2020:

- **Grammatical and clarity changes, throughout**
- **Section 1**
  - **Addition**: A visual depicting each "phase" of emergency management
  - **Change**: Minor definition revisions of each "phase" of emergency management
  - **Addition**: A review of Emergency Support Functions (ESFs)
- **Section 2**
  - **Change:** Minor changes to each category of hazard
  - **Addition:** Significant additions to "Earthquake"
  - **Addition:** Added a new hazard—"Pandemic"
- **Section 3**
  - **Change:** This section was rearranged for clarity.
  - **NOTE:** The roles already written into the plan plus the additional roles I included are all flexible and scalable (i.e. "optional") in any given emergency response. I gave examples of what the people in those roles might do. If we were to use this EOP in a large response, it would give the people assigned those tasks an immediate flavor of their responsibilities within that role.
  - **Addition/Change:** Significant additions and changes to all Roles and Definitions.
    - Add: Deputy Incident Commander
    - Add: Liaison, command staff
    - Add: Safety Officer, command staff
    - Add: Logistics, general staff
    - Add: Operations, general staff
    - Add: Planning, general staff
    - Add: Unified Command
    - Add: Incident Management Team
    - Add: New Heading—Response and Direction
      - Most of what is under this heading was already in the EOP, and the new heading / rearrangement was added for clarity.
  - **Change:** The visual depicting the "Incident Command System Roles"
    - Add: Deputy Incident Commander
    - Add: Liaison
    - Add: Safety Officer
    - Add: Logistics
  - **Change:** "Emergency Levels" heading to "Emergency Operations"
    - Add: How to set up an EOC and the reason for standard language
  - **Change:** Emergency Levels
    - These levels were backwards.
    - Add: Levels 4 & 5
  - **Change:** Response Levels
    - These levels were also backwards.
- **Appendices**
  - **Appendix A: Plan Maintenance and Distribution**
    - Change: Minor grammar and clarification
  - **Appendix B: Agreements**
    - This used to be "Emergency Management Checklist"

    - It now contains our Interlocal Agreement with Orem and our Mutual Aid Agreement for PD
- **Appendix C: Maps**
    - This used to be Guidance for Declarations of Emergencies and Checklists
    - It now contains maps. So many maps. I love maps.
- **Appendix D: Earthquake Models**
    - This used to be List of Emergency Management Contacts
    - It now shows the most recent FEMA HAZUS models I could get my hands on, depicting the economic and physical repercussions of a M7.2 earthquake
- **Appendix E: Declarations & Orders**
    - This used to be Employee Contact List
    - It now has different Emergency Declaration and Evacuation Order samples.
    - It also contains the original "Guidance for Declarations of Emergencies and Checklists," slightly amended.
- **Appendix F: Council Assignments & Mayor Pro Tem**
    - Contains 2020 council liaison assignments and 2020 Mayor pro tempore
- **Appendix G: Emergency Contacts**
    - I've tried to include the most vital contacts for the city. I have a separate list with hundreds of contacts that will be kept at the PD and Adam will have a copy, too.
- **Appendix H: Employee Contacts**
    - This is not a complete city employee directory. It is a list that I believe we can share publicly, primarily with department heads.
- **Appendix I: Emergency Checklist**
    - Minor changes to the "Emergency Management Checklist" that was already included in the 2019 EOP.
- **Appendix J: ICS Forms**
    - The most commonly needed ICS Forms. These are a pain, but they are often necessary for reimbursement purposes.
- **Appendix K: Lindon City Drill Forms & Volunteer Tracking**
    - These are the forms we use annually for the citywide exercise and would be used by our block captains in a real emergency.

LINDON CITY

RESOLUTION NO. 2020-14-R

A RESOLUTION OF LINDON CITY, UTAH UPDATING AND RE-ADOPTING THE LINDON CITY EMERGENCY OPERATION PLAN, AND SETTING AN EFFECTIVE DATE.

WHEREAS, Lindon City recognizes the need of an Emergency Operation Plan to help prepare for and speed the assistance of people and protection of property within Lindon City during an emergency; and

WHEREAS, Lindon City has participated in the creation of an Emergency Operation Plan (Plan), hereby known as the Lindon City Emergency Action Plan in accordance with the subsequent FEMA requirements; and

WHEREAS, the Plan identifies goals and actions to reduce or eliminate emergency risk to people and property in Lindon City from the impacts of future hazards and disasters; and

WHEREAS, the Plan was previously adopted but has need to be periodically updated to ensure its purposes and details meet the needs of a growing community and follow current federal, state, and local regulations related to the Plan and its execution; and

WHEREAS, adoption by Lindon City demonstrates its commitment to emergency mitigation and achieving the goals outlined in the Lindon City Emergency Operation Plan.

NOW THEREFORE, BE IT RESOLVED by the Lindon City Council, that:

Lindon City, Utah hereby adopts the 2020 Lindon City Emergency Operation Plan as kept on file with the Lindon City Recorder and additionally found at the following website link or future links as may be amended from time to time: http://www.lindoncity.org.

PASSED and made EFFECTIVE this 1st day of June, 2020.

_____

Jeff Acerson
Lindon City Mayor

ATTEST:

_____

Kathryn A. Moosman
Lindon City Recorder

LINDON

Emergency Operations Plan

Lindon City Emergency Operations Plan

Signatory Page

THIS EMERGENCY OPERATIONS PLAN IS INTENDED TO BE A LIVING DOCUMENT; MEANT TO CHANGE WITH THE NEEDS OF THE COMMUNITY IT SERVES THROUGH OUTLINED PROCEDURES CONTAINED HEREIN.

The responsibilities of emergency management as outlined represent a firm dedication to the residents of Lindon and highlights the importance of the way of life they have established within this city.

Therefore, in recognition of this work, we hereby promulgate the Lindon Emergency Operations Plan.

_____
Adam Cowie
City Administrator, Lindon

_____
Jeff Acerson
Mayor, Lindon

_____
Josh Adams
Chief of Police, Lindon

_____
Kathy Moosman
City Recorder, Lindon

_____
Date Approved

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RECORD OF CHANGES

This Emergency Operations Plan (EOP) is intended to be a living document that adapts with the needs of Lindon City residents and the abilities and strengths of responders as it is tested and activated for incidents or exercises. This plan should be updated by the Lindon City Emergency Management Coordinator annually, to include Lindon City Staff, Mayor, and City Council approvals. Revisions will be numbered, documented, and recorded here, and the revised plan will be forwarded to all organizations and agencies that have jurisdiction within an emergency response for which this EOP is needed. (Appendix A: Plan Maintenance and Distribution) New versions will supersede any previous version. The table below will act as a record of revisions after final drafts are published and disseminated.

Table 1 (Record of Changes)

Change Number	Date of Change	Section(s) Changed	Recorded By
1	5/22/20	1, 2, 3, Appendices	Kelly Johnson

RECORD OF DISTRIBUTION

Printed copies of the approved Lindon City Emergency Operations Plan (EOP) will be delivered to the following entities, departments, and agencies.

Table 2 (Record of Distribution)

Date	Group/ Department	Title of Recipient	Electronic/Hard Copy
April 16, 2019	Elected Officials & City Administration	Council, Mayor, City Administrator	Electronic Copy & Hard Copy

Lindon City Emergency Operations Plan (EOP)

Section 1 - INTRODUCTION

Lindon City's commitment to emergency preparation, response, and the implementation of this Emergency Operations Plan (EOP) includes all large-scale emergencies that could threaten life, property, and/or community stability. Meant to act as a foundation for emergency responses that require actions above and beyond daily operations, it is written in city code that the plan be revised and revisited annually. As found on the pages prior to this introduction, records of changes will be included to document gained understanding, lessons learned, and best practices. This EOP is drafted and approved to be a living document that will change, grow, and be adaptable throughout the forthcoming events that Lindon City staff and residents may endure.

Although it is difficult to plan for every possibility, this plan has been put forward in good faith, to serve as a decision maker's guide (complete with legal documents, forms, and agreements) for those to whom the responsibility of Emergency Response falls within Lindon City. It outlines organizational structure so that specific duties can be adapted by staff that respond during such events without complicating roles and stewardship. It keeps in mind that not only will leadership occur during the events themselves, but it also allows for authority and execution of duties well after the emergent threat has been dealt with.

The following subsections describe the purpose, scope and phases of emergency management as it applies largely across the industry, as well as specifically to Lindon.

PURPOSE

The purpose of this plan is to establish an inclusive all-hazards guide that provides the residents of Lindon City with effective and consistent incident management approaches and practices to incorporate efficient coordination amongst a wide variety of incidents that include not only prevention, but also preparedness, adept response, and agile recovery. While this EOP works to establish the roles and responsibilities of leadership within the city clearly, it also recognizes the strong relationships with outside agencies that are critical to emergency response. Further, it works to guide all vested parties by including not only guidelines to be adapted in individual circumstances but also gives general assessments and lists resources found within the community. Within this EOP are basic strategies that outline activation, mobilization of resources, and emergency operation activities to guide local emergency management response.

SCOPE

The scope of this guide acknowledges the great relationships that Lindon City has with its neighboring jurisdictions. Without established relationships with Orem Department of Public

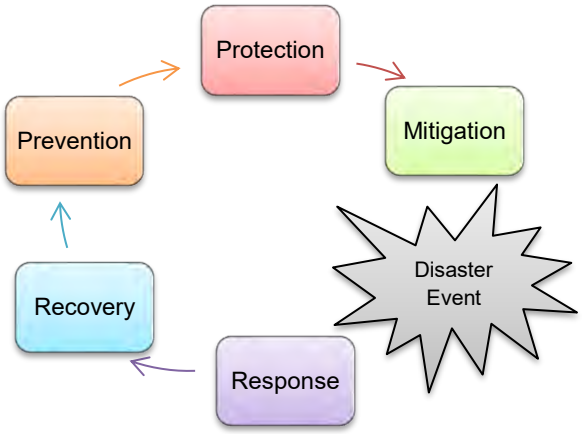
Safety any emergency response within the borders of Lindon City would be much more complex. This EOP highlights the strengths of both agencies to function within the boundaries of one geographic region while simultaneously sharing borders. Keeping in mind the responsibilities that both Orem Department of Public Safety and Lindon Department of Public Safety play in emergency response alongside those of Lindon city staff, this EOP works to maintain emergency response within the geographical bounds of Lindon City.

The main geographical boundaries run from the Lindon Boat Harbor on Utah Lake and stretch across the Utah Valley floor crossing both Interstate 15, and Highway 89 until meeting Utah State Wildland space just outside of the mouth of Dry Canyon located within the Mount Timpanogos mountain range. The Northernmost bound of Lindon share borders with Pleasant Grove, Utah following closely along 800-900 North. The southernmost border has larger variances, but follows closely with 2000 North, Orem, also known as 200 South, Lindon. The jurisdiction is 8.6 square miles including the .2 square miles of water access to Utah Lake.

Residents within the boundaries of Lindon have been and are actively served by a 24-hour Lindon Police Department. Lindon City employs 15 full time officers, 2 reserve officers, 3 crossing guards and 4 civilian staff. In addition to serving as a station for police department operations, the Public Safety Building, owned by Lindon, houses 24-hour Firefighters and EMTs. Fire and EMS services are provided through an interlocal agreement by Orem Department of Public Safety, as are critical dispatching services. This relationship with Orem City binds the two cities to work closely together and is a valuable asset for the residents and staff of both cities. This document outlines the responsibilities each city owes to each other in times of emergency response (Interlocal Agreement & Mutual Aid, Appendix B: Agreements) and further establishes the roles each department will play within Incident Command System structures.

EMERGENCY MANAGEMENT

This section outlines the five established phases of emergency management as defined by FEMA core capabilities, implemented industry wide, and utilized by Lindon City: Prevention, Protection, Mitigation, Response, and Recovery. It also reviews Emergency Support Functions.



Prevention. “Avoid, prevent, or stop a threatened or actual act of terrorism. Within national preparedness, the term ‘prevention’ refers to preventing imminent threats.”

The core concept here is focused on ensuring our responders and staff are optimally prepared to prevent an imminent terrorist attack to ensure the safety and security of Lindon City’s citizens as well as its critical infrastructure. Local law enforcement agencies are responsible for the protection of life and property, the preservation of peace, the prevention of crime, and the arrest of violators of the law. These agencies respond to incidents, conduct criminal investigations, collect criminal intelligence, and collaborate with other law enforcement agencies to resolve crime. They also engage in community, private industry, and interagency partnerships to identify and prevent criminal acts, including terrorism and transnational threats. Local governments provide leadership for services such as law enforcement, fire, public safety, environmental response, public health, emergency management, emergency medical services, and public works for all manner of threats, hazards, and emergencies. Local governments coordinate prevention resources and capabilities with neighboring jurisdictions, the state, and the private and nonprofit sectors.

Protection. “Secure the homeland against acts of terrorism and man-made or natural disasters.”

Lindon City aims to protect citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive. The protection of critical infrastructure and key resources is vital to Lindon City’s security, public health and safety, and economic vitality. Like the phase above, protection also focuses on preventing terroristic threats in addition to securing Lindon City and its residents against manmade and natural disasters. These may include but are not limited to cybersecurity, health security, protection of key leadership and special events, and ensuring the dissemination of timely information to citizens. Protective actions may occur before, during, or after an incident and may prevent, minimize, or contain the impact of an incident. It safeguards liberties and is mindful of basic needs.

Mitigation. “Reduce the loss of life and property by lessening the impact of future disasters.”

Mitigation planning identifies risks and vulnerabilities related to natural disasters. It is a vital component of the overall preparedness effort and illustrates the city’s sustained intentions to reduce or eliminate long-term risk to people and property from the effects of natural hazards and threats. Mitigation may include floodplain management, measures to prevent urban flooding, dam safety, drought planning, building science (e.g. retrofitting buildings for earthquakes), wildland fire safety (e.g. fire breaks, debris disposal vegetation thinning, etc.), and landscape stabilization and erosion control (e.g. planting perennials suitable for recovery, techniques to address charred or over-moist soil, large-scale seeding, etc.) Mitigation projects planned by Lindon City can be large or small, are accomplished deliberately over time, and may be funded variously by purposeful budget planning and/or through grant funding. Mitigation can also be practiced by the private-sector, NGOs/NPOs, and by individual citizens.

Response. “Respond quickly to save lives, stabilize community lifelines, protect property and the environment, and meet basic human needs after an incident has occurred.”

Most incidents begin and end locally and are managed and executed at the local level. Because incidents can vary in size and geographic reach, operational response capabilities should be flexible, adaptable, and scalable. The immediate action taken by responders in the aftermath of any event should prioritize life safety, incident stabilization, and protection of property and environment. Response also includes meeting basic human needs following an incident and the execution of emergency plans and actions to enable recovery. In a response, rapid assessments may be required. Emergency declarations may need to be made. Command or Unified Command may need to be established to coordinate operations, manage resources, and manage information and communication. Mutual aid agreements may need to be invoked. The following community lifelines should be stabilized as quickly as possible: safety and security, food/water/shelter, health/medical, power/fuel, communications, transportation, and hazardous materials.

Recovery. “Assist communities affected by an incident to recover effectively.”

Recovery occurs through repairs, rebuilding, timely restoration, strengthening infrastructure, housing solutions, and sustainable economy. Robust recovery requires rehabilitation of citizen health and wellness as well as revitalizing the social, cultural, historical, and environmental fabric of a community affected by a catastrophic incident. Planning efforts for this phase focus on seamless transitions from response (~7 days) to short-term recovery (weeks or months) to long-term recovery operations (months or years). This could include but is not limited to mass search and rescue operations, fatality management and mortuary affairs, disaster mental health, mass feeding and sheltering of displaced residents, ongoing counseling assistance and support services, public health and healthcare service tasks, reopening business and industry, restoration of interrupted utility services and transportation routes, economic stimulation, transitional housing considerations, and improvement planning in the rebuilding, restoration, and strengthening process.

Emergency Support Functions. Emergency Support Functions (ESFs) group governmental and certain private sector capabilities into an organizational structure to provide support, resources, program implementation, and services that are most likely needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal following domestic incidents.

To respond to and recover from a major incident, local individuals or groups representing fifteen different ESFs may be asked to assist. When opening our Emergency Operations Center (EOC) or responding to any emergent crisis, Lindon City has the option to request help from and/or bring experts to the EOC in the following areas:

- ESF1 Transportation
- ESF2 Communications
- ESF3 Public Works and Engineering
- ESF4 Firefighting
- ESF5 Emergency Management
- ESF6 Mass Care, Housing, and Human Services
- ESF7 Resources Support
- ESF8 Public Health and Medical Services
- ESF9 Urban Search and Rescue
- ESF10 Oil and Hazardous Materials Response
- ESF11 Agriculture and Natural Resources
- ESF12 Energy
- ESF13 Public Safety and Security
- ESF14 Long-term Community Recovery and Mitigation
- ESF15 External Affairs
- ESF16 Volunteers and Donations

Section 2 – SITUATION AND HAZARDS

SITUATION

A variety of threats, emergencies, and disasters have the potential to disrupt everyday life within the boundaries of Lindon City. Disaster preparedness warrants considerations for infrastructure, equipment, personnel, and continuity of operations. Preparation is an ongoing process made more robust over time with continuous effort. Forms of preparation include planning (e.g. written plans, cross-jurisdictional and cross-agency outreach, grant applications and maintenance, familiarity/access to emergency management software), training (e.g. walkthroughs, workshops, seminars, orientations, games, drills, videos), exercises (e.g. tabletop, functional, or full-scale), mitigation, and prescient and judicious funding preparations. Should a threat occur that requires activation of an Emergency Operations Center, this Emergency Operations Plan details the actions that would take place.

HAZARDS

EARTHQUAKES

The threat of earthquakes is a top concern in Utah. Although large earthquakes are infrequent, of all the disasters Lindon City residents could experience, it has the greatest potential to cause the most harm: loss of life, injury, and property damage. A large earthquake could also induce secondary disasters like flooding, fire, sewer breaks, hazardous materials spills, liquefaction, and landslides/debris flows. It could precipitate communication gaps, reduce first response and medical services, create infrastructure breakdowns, and produce a rise in all types of crime.

Because Utah lies within a seismically active region, earthquakes should be planned for with careful consideration. Large normal-faulting earthquakes of magnitude 6.5 to 7.5 can happen along 10 segments of the Wasatch fault zone between the areas of Malad City, Idaho, down to Fayette, Utah. The distal ends are less seismically active than the 5 central segments of the Wasatch fault zone from Brigham City to Nephi. Lindon City is in this more active region, along the 43.5 mile long Provo segment. Vertical movement on the fault deep in the Earth's crust can be sufficient to rupture and offset the ground surface, producing a steep break or scarp 5-10 feet high. On average, earthquakes of this magnitude happen every 300 years. The last major quake along the Provo segment of the Wasatch Fault was approximately 400 years ago. The Nephi segment to the south occurred closer to 200 years ago, and the Salt Lake City segment to the north last ruptured about 1400 years ago.

Notably, as a greater part of the intermountain seismic belt, there are more than 200 active faults and folds statewide *in addition* to the Wasatch fault zone. Although lesser well-known, earthquakes along any of these faults or folds could create significant damage. Close to Lindon City, there are a series of faults under Utah Lake. Since early pioneer settlement, Utah has experience 17 earthquakes greater than M5.5, including a M6.6 in 1934 in Hansel Valley just north of The Great Salt Lake. A recent M5.7 quake (2020) and its largest aftershocks near Magna in the West Valley fault zone caused more than $20 million dollars in damage. (Quaternary Fault & Fold Map, Appendix C: Maps)

Established by the Utah Geologic Survey and the U.S. Geological Survey, the Working Group on Utah Earthquake Probabilities published a study in 2016 that show 50-year probabilities of 43% for one or more M ≥ 6.75 earthquakes and 57% for one or more M ≥ 6.0 earthquakes occurring within the Wasatch Front region, and 18% for one or more M ≥ 6.75 earthquakes occurring on the Wasatch fault zone. FEMA HAZUS models from 2005 to 2007 estimate tremendous damages, mortality/injury, and economic loss for a M7.2 earthquake along the Provo segment of the Wasatch fault zone. Since that time, mitigation and planning efforts have continued throughout the county, but so has growth and building. (FEMA HAZUS Models, Appendix D: Earthquake Models)

WATER RELATED DISASTERS

Natural Water Sources

Flooding

The east side of Lindon City is located at the mouth of Dry Canyon and the base of Mount Timpanogos. There is some potential for flash flooding from rapid spring snowmelt or violent thunderstorms. Part of the west side of Lindon City plus numerous small regions throughout the city are denoted as FEMA flood zones. Storm water collection systems are intended to collect and route storm water through the area to minimize the risk of flooding. Despite thorough planning and design efforts to keep flooding to a minimum, it can still happen. There is also potential for flooding if a high hazard dam broke. (High Hazard Dams and overlay maps, Appendix C: Maps)

Drought

Simultaneously, being situated within high desert geography, the possibility for dry seasons creating drought is also likely. Low spring melt after an unusually warm and dry winter can result in depleted culinary and secondary water supplies for the community. This could create several detrimental scenarios for Lindon City, even leading to larger incidents such as wildfire and changes to quality of life.

City Maintained Water Resources

Water Purity and Delivery

Lindon City's culinary water is sourced from an underground system of wells throughout the city and a spring on the east side of the jurisdiction. Purity standards for this supply and the maintenance of the infrastructure for delivery of the water present multiple challenges that could potentially threaten way of life for the residents of Lindon.

Sanitation and Infrastructure of Waste Water

Likewise, infrastructure and sanitation of wastewater, or greywater, can also pose a threat if not adequately prepared for and maintained. Breaks or interruptions in services and ruptures in service lines should be considered as threatening as natural disasters and will likely occur alongside natural disasters of large magnitude.

Secondary Water

By a canal system, residents have access to water for yards, gardens, and other agricultural activities that have long been a part of Lindon's history and establishment. This water is not for consumption as the standards for its purity are lesser than those required and maintained for culinary use. This should be kept under advisement, as it could potentially threaten quality of life in several ways.

SEVERE STORMS

Severe thunderstorms and microbursts can pair with hail and cause mild to moderate damage to homes, businesses, landscapes, and personal assets stored outdoors. The highest microburst recorded by a weather observer in Utah County was 121MPH. Although rare, Utah averages two tornadoes annually, but this can vary. In 2018 three tornadoes touched down on the same day in May: one near Snowville, one south of Cedar Fort, and one at Strawberry Reservoir. Occasionally easterly canyon winds more than 74 miles-per-hour, or hurricane force, gust out of the canyon mouths along the western slopes of the Wasatch Mountains and cause significant damage in Utah County. In addition, heavy snowfalls during severe winter storms can cause widespread outages to electrical services and communications while frozen pipes can cause water and gas outages in homes and businesses alike. The disparate geography in Lindon City from mountain to lake means a variety of threats during severe storms should be considered.

LANDSLIDES AND DEBRIS FLOWS

Although often associated with seismic activity, these two natural phenomena can also be associated with severe storms. Unstable land due to either seismic activity or soil saturation can easily create a climate for such movement to include land slips, debris flow, and rock slides or falls. These threats are most likely to happen because of other incidents, but they could occur independently given the steep nature of the terrain that Lindon City incorporates.

WILDLAND FIRES

Wildland fires could pose a threat to property and life in Lindon City. The Wasatch Mountain Range is largely free from fire breaks that would mitigate such disasters. Wildland fires are often manmade and occur due to lightning strikes. A large wildland fire could cause significant property damage and create access or other issues with our city spring. A substantial and uncontained wildland fire would strain city, county, and state resources as has been seen in previous summer seasons in nearby jurisdictions.

HAZARDOUS MATERIALS

Lindon City is a throughway for Interstate 15, Highway 89, State Road 114, and two railroads. The threat of a hazardous material (HazMat) accident or spill is real and could create a need for evacuations, protective sheltering measures, decontamination response, security measures, and medical care. In addition to rail tank cars and tanker trucks moving through town, multiple heavy and light industries within Lindon City limits store or use extremely hazardous materials. HazMat threats cross jurisdictional boundaries due to chemical plumes caused by changing winds. Hundreds of additional Tier 2 industries and gas stations are located within the county, including just north and south of Lindon City. In addition, Lindon City maintains a public pool with chlorine tanks and an injection system. (Lindon City Maps & PEAC-WMD Map, Appendix C: Maps)

TERRORISM and CIVIL DISTURBANCE

Although the perceived threat of terrorism could be considered minor in Lindon City, several types of terroristic events fall under this category and include but are not limited to Weapons of Mass Destruction, Bio-Terrorism, Agro-Terrorism, Cyber-Terrorism and Domestic Terrorism. Rising threats that occur at the hands of citizens who seek to promote social chaos and otherwise destroy the way of life within the city must be considered. This includes civil disturbances such as protests and demonstrations which can arise at any time with little to no provocation. Other such incidents might be the result of social-economic struggle, cultural dissonance, mental health deterioration, or general malevolent intent on a small or large scale.

PANDEMIC and WIDESPREAD INFECTIOUS DISEASES

Disease outbreaks may be widely dispersed geographically, impact large numbers of the population, and could arrive in waves lasting several months at a time. A pandemic may cause severe impacts to a jurisdiction’s ability to perform its essential functions. Whether because of

the onset of symptoms, the need to care for stricken family members, or the desire to avoid public areas to decrease exposure to the disease, the ability or willingness of large numbers of the population to move about in public will likely be severely curtailed. Pandemics are rare, but likely to cause travel restrictions, business and school closures, and significant economic impacts. Both protection and mitigation is required to continue essential functions during widespread infectious disease outbreaks.

Section 3- THE BASIC PLAN

ORGANIZATIONAL STRUCTURE

Within the National Incident Management System (NIMS), FEMA encourages the use of the Incident Command System (ICS) for incidents that expand beyond normal operations. ICS is designed to be flexible and scalable. As such, a smaller jurisdiction like Lindon City can adopt and adapt a response within ICS to our needs and size. The Incident Commander (IC) may determine which of the following roles with corresponding responsibilities is needed, adding and removing roles within the ICS structure as the incident grows or resolves.

ROLES and DEFINITIONS

Incident Commander. The Incident Commander (IC) has clear authority for setting priorities, determining incident objectives, developing strategies, and coordinating staff positions within the response. He or she ensures incident safety, understands agency policy, approves resource requests, use of volunteers, and auxiliary and administrative personnel. The IC authorizes information to be released to the media and orders demobilization as needed.

In Lindon, the Chief of Police acts as Incident Commander. If the Chief of Police is unavailable, that role would be taken by the next officer in Rank and Authority, and so on, until the position is filled. If a person of higher Rank and Authority within the Lindon Police Department (PD) comes on the scene part-way through a response, command would be discussed and could be transferred, as determined by that higher ranking officer.

The IC may assign command staff and general staff, scaling up or down as needed. Command Staff are assigned to carry out specific functions needed to support the Incident Commander. These roles are typically filled by one individual. General Staff are responsible for the functional aspects of the Incident Command structure. General Staff typically consists of the Operations, Planning, Logistics, and Finance/Administration Sections. Each section may be filled by one individual, but if a team is required, each section is assigned a Section Chief.

Deputy Incident Commander. If a large incident response goes beyond one operational period (typically a length of 8-12 hours as determined by the IC) shift changes and transfer of command may be necessary to maintain uninterrupted operations. In this case, one or more

Deputy ICs may be assigned by the IC to assist and to maintain fluidity and continuity of operations from one operational period to the next.

Chief Executive Officer. The City Manager is the Chief Executive Officer of Lindon City and as it pertains to this EOP. The role is responsible for the oversight of the Policy Group. In addition, the City Manager also acts as the Public Information Officer (PIO) to include social media, press releases, media statements and interviews and briefs as well as communication between Lindon City and other shareholder entities. In a large-scale incident, information released to the media should be approved by the IC.

Policy/Policy Group. This role is designed with the intent of bridging the gap that can exist between Police Department Policy, City Policy, and National standards for Policy as they pertain to Emergency Response. Optimally, this work will be housed near the Emergency Operations Center (EOC) and may include but is not limited to the following responsibilities:

- ❑ Provide policy guidance on Emergency Management issues such as mitigation
- ❑ Prepare, Document and Issue Declarations of a Local State of Emergency, as necessary (Appendix E: Emergency Declarations and Evacuation Orders)
- ❑ Authorize, at the direction of the CEO and Chief of Police, the opening and staffing of the Emergency Operations Center (EOC)
- ❑ Liaise with Finance and Police Department Administration to provide policy direction specific to Emergency Responders
- ❑ Provide for the enacting of ordinances and resolutions required before, during and after the emergency to protect residents, mitigate the effects of disasters, and aid in speedy recovery (could include curfews, suspensions of existing city ordinances, or evacuation orders)
- ❑ Act as Liaison(s) for Lindon City in dealings with County, State and Federal Delegations, the Governor, and/or the President of the United States
- ❑ Establish appropriate forms, documentation, and information systems
- ❑ Allow for appropriate emergency funds and resources to be allocated

This position can be left to one individual but as written could also be a group of individuals whose skills, knowledge, and experience can ensure the successful execution of the EOP. The Policy Group is intended to bridge the gap between City and Police Department policies as different standards exist within the current framework. Both the CEO and Chief of Police can advise or ask for direction from this role.

Finance, general staff. This role will fall under Policy answering to both the CEO and Chief of Police and will help the Policy Group as they work to enact procedures to ensure appropriate funding can be allocated or obtained from County, State, and Federal levels if necessary. This work will require the facilitation of accounts payable and receivable, and it will also be responsible for the documentation of hours and time worked for compensation. The documentation and receipt of volunteer hours/funding/resources will also fall squarely on the

duties of Finance. Again, designed in such a way that one individual could manage this responsibility, it can be divided between a group of individuals working jointly but under the direction of Lindon City's Finance Director.

Liaison, command staff. The Incident Commander may assign a Liaison under his/her direct command to communicate/correspond with designated representatives of other agencies, jurisdictions, private industry, emergency managers, VOADs, Utah County emergency management, State emergency management, and more. A Liaison facilitates critical information exchange by phone, text, or email, freeing the IC to focus on response strategies and command decisions. The Liaison reports directly to the IC but may be assigned by the IC to communicate information to other general staff positions, the CEO, or Policy as needed.

Safety Officer, command staff. If an incident is sufficiently large, the Incident Commander may assign a Safety Officer under his/her direct command to oversee all elements of safety within a response, identifying and mitigating hazardous situations. This could include but is not limited to emergency authority to stop and prevent unsafe acts, accident investigation within the incident area, dissemination and/or fit-testing of personal protective equipment (PPE), assigning assistants qualified to evaluate special hazards, assessing the need for signage, barricades, caution tape, cones or other warnings, planning shift changes for responders to ensure sufficient rest, creating and communicating safety messages, doing safety briefings especially at shift changes, or communicating specific safety measures on behalf of Lindon City for volunteer groups as warranted.

Logistics, general staff. If an incident is sufficiently large, the IC may create a Logistics Section to arrange and provide facilities, transportation, communications, supplies, equipment maintenance, fueling, and food and/or medical services for responders. The Logistics Section may be manned by a single individual. If a team is needed, there is only one Logistics Section Chief. This position may be filled by any qualified individual.

Operations, general staff. If an Operations Section Chief is assigned, he or she manages tactical operations while maintaining close contact with the IC, subordinate Operations personnel, and other agencies involved in the incident. The Operations Section Chief supervises execution of operations and assures the safety of tactical operations. This position may also request additional resources in support of tactical operations and approves the release of resources from active assignment, determining whether released resources should be demobilized, put into a rest period, or held at a base camp in a shift rotation.

Planning, general staff. If an incident is expected to continue over multiple operational periods, a Planning Section may be created. A Planning Section may be manned by a single individual, but if a team is needed, there is only one Planning Section Chief. The position is assigned by the IC and may be filled by any qualified individual. Planning can be responsible for collecting and managing incident-related data, preparing an Incident Action Plan (IAP) for future operational periods, preparing for future shelters, mass feeding, or Points of Distribution (POD) for needed commodities, conducting planning meetings, compiling and displaying incident

status information, establishing reporting schedules for units, assembling and disassembling strike teams, task forces, or law enforcement resource teams, assembling information on alternative strategies, report significant changes in incident status, and provide periodic predictions on incident potential which could include weather reports, economic reports, traffic reports, resident reactions, etc.

Administration, general staff. If Administration personnel are needed, they will coordinate all required documentation for rosters and Standard Operating Procedures (SOPs). Where the Finance group is responsible for the receipt of such documents, Administration will generate the documents and maintain the records as the work is executed. They will aid Policy in the preparation, negotiation, and coordination of Mutual Aid Agreements. They may help coordinate communication resources with the EOC to aid proper compatibility and SOPs. They may aid Operations to identify sources of additional equipment and supplies.

Unified Command. Lindon City has an interlocal agreement with Orem City wherein Orem is tasked to provide quality fire, EMS, and dispatch services to Lindon. If a large incident response is required, there could be two Incident Commanders. In this case, they would act with one voice under a Unified Command. They would work together to determine incident objectives, develop strategies, and coordinate response. Dependent on the type of response needed, together they might choose for one or the other to be the spokesperson for Unified Command, but both Incident Commanders would continue to work and make decisions together as the incident unfolds. This allows each Incident Commander to maintain command of his or her organization, while adhering to specific policy requirements for their individual jurisdictions.

It is valuable to exercise annually with Orem City to encourage high-level cooperation and understanding between Incident Commanders in a Unified Command situation.

If the incident requires additional assistance from county or state, or, if a high-ranking official from outside the city comes on-scene for any reason, he or she *does not* have automatic authority to replace the Lindon PD Incident Commander. If there are additional issues of jurisdictional cross-over, imminent terrorist threat, or an indispensable private-industry response, a new Unified Command structure may be deemed necessary, wherein, multiple ICs work together to establish incident objectives and response.

Incident Management Team. An Incident Management Team (IMT) is a rostered group of ICS-qualified personnel consisting of an Incident Commander, Command and General Staff, and personnel assigned to other key ICS positions. The level of training and experience of the IMT members, coupled with the identified formal response requirements and responsibilities of the IMT, are factors in determining “type,” or level, of IMT. IMTs deploy to manage emergency responses, incidents, or planned events requiring a higher capability or capacity level than the requesting jurisdiction or organization can provide. If a disaster incident is so sufficiently large that Lindon City staff cannot fill needed positions alone, an IMT or portions of an IMT may be requested to assist in the EOC. Lindon City would be required by law to compensate these teams/positions.

RESPONSE and RESPONSIBILITIES

Lindon is a smaller city within Utah County and the State of Utah. As such the structure of command may by necessity be smaller in scale than those of larger jurisdictions. It may require employees to take on more roles. However, roles should keep employees generally in line with their day to day duties as established by Lindon City Policy and job description. Examples might include the Police Department taking responsibility for enforcing curfews or evacuation orders, the Public Works Department aiding in the repair of critical infrastructure, or administration coordinating all required documentation.

Below are generalized descriptions for the broad categories that the CEO and Chief of Police will direct. The functionality of each branch are nearly the same in name and intention but have varied application as it pertains to what kind of emergency has presented. In this way, both the CEO and Chief of Police have at their direction Management Level teams that have specialized training, skills, and firsthand experience to aid in speedy response and recovery efforts.

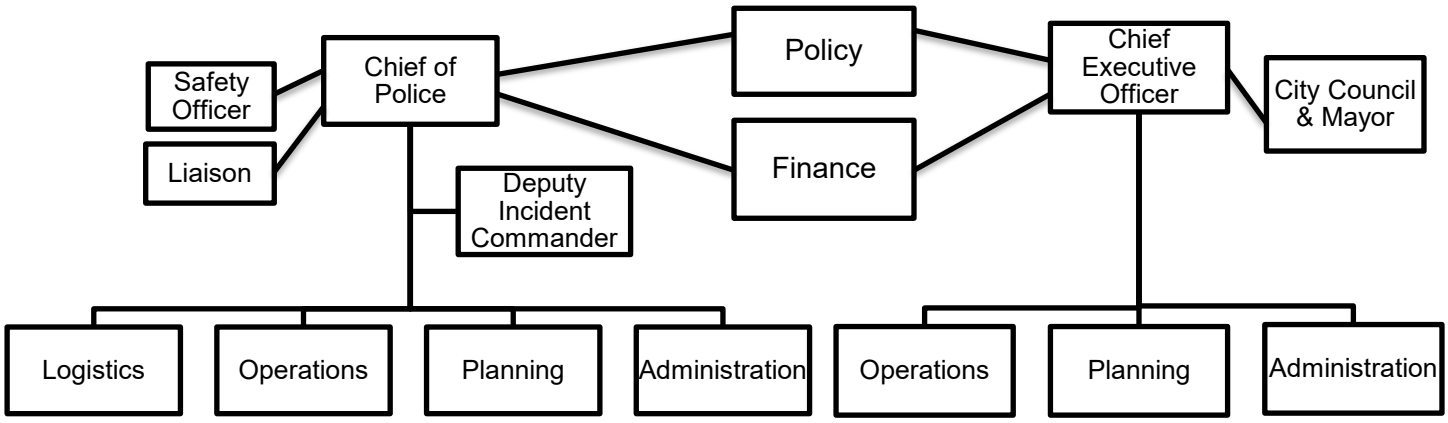
The Chief of Police will use traditional Command Staff levels of Rank and Authority as established within Lindon Police Department and Orem Department of Public Safety to work through functionality of Logistics, Operations, Planning, and Administration. He or she may assign a Liaison and Safety Officer as needed. The Chief will rely on industry best practices to utilize NIMS and ICS in response efforts, coordinating between his team and Orem's Department of Public Safety to include Dispatch services and Fire/EMS service response. The Chief of Police will collaborate with Policy and Finance.

The CEO will use department heads and supervisors from across Lindon City staff to create roles for Operations, Planning and Administration. The CEO will also work with Policy and Finance. These tasks will be left to the CEO to designate and coordinate as well as relaying information back and forth with the Chief of Police.

In the event a local incident grows beyond our capacity to fulfill all needed roles, Lindon City officials may request additional assistance from Utah County. Subsequently the county, if needed, can request assistance from the State of Utah. This help could include but is not limited to filling Emergency Operations Center roles, providing credentialed IMTs, supplying equipment or personnel, and connecting the city to specialists. In additional Lindon City should maintain a list of private industries and Voluntary Organizations Active in Disasters (VOADs) and consider the Emergency Support Functions such organizations could fill in an active response.

This EOP recognizes the importance of Policy and how it will work to bind together the efforts of both first response personnel and City Staff in incident response. Together both teams will work to mitigate losses, respond to active emergencies, and work to establish recovery efforts. Both heads will utilize Operations, Planning, Finance/Administration, and Policy under their chain of command to address the emergencies as they occur and will work to perform functions that most closely resemble their day to day operations for the city.

If there is confusion about departmental responsibilities in response to an emergency, the CEO will direct Department Heads as to whom is responsible for what aspect of emergency operations. Below, a flow chart illustrates the distribution of responsibility and chain of command to be followed showing how each city department has a vital role to play in response and recovery efforts.



EMERGENCY OPERATIONS

If the EOC is opened, staff should sign-in and sign-out as they enter and exit or at shift changes. Necessary supplies will be brought in, such as maps and large writing surfaces. Vests and/or placards should designate ICS positions so personnel are easily identified upon entry. If needed, separate areas may be designated for a Policy Group and radio transmissions.

If the Lindon City EOC is activated for any reason, including for training purposes, this activation is updated in a software program called WebEOC. WebEOC allows the County, State, and emergency managers in abutting jurisdictions to monitor an emergency from afar. The use of this software increases collaboration and situational awareness.

Standardized language and definitions for Emergency Levels and Response Conditions ensure mutual understanding for all key stakeholders and potential responders: Lindon City department heads, critical Emergency Support Functions, City Council, Mayor, Utah County Emergency Management, and the Utah Department of Public Safety Division of Emergency Management (State DEM), and others. To help Lindon City employees transition from day to day operations to a state of Emergency Operations, every department should use the following standard definitions.

Level 1: Full Activation
Major Incident
An emergency involving a catastrophic incident. The incident may result from a natural or man-made disaster such as earthquake, flood, fire, hazardous materials spill, terrorism, etc. The incident may result in an immediate threat to persons, property, or the environment and requires the resources of the entire City, including government. It may escalate up to County, State and/or Federal level support. It may require outside assistance from private industries, VOADs, and resident volunteers. It may require substantial use of Emergency Support Functions. The Mayor or designee may issue a formal Declaration of Emergency. Evacuation, shelter-in-place, or curfew orders may be issued. (Declaration of Emergency & Evacuation Orders, Appendix E).

Regardless of the emergency level, all responders will maintain the model of centralized control and decentralized execution. As such, all response actions will fall in line with this EOP and can be orchestrated with succinct authority from the Emergency Operations Center (EOC).

Level 2: Partial Activations
Enhanced Response Required
An emergency or a greater hazard, which poses a threat to life, property, or the environment, and requires coordination between more than one City department. Lindon City personnel handle the emergency with City resources, mutual aid, and resource sharing. Once a Level 2 emergency is in effect, any request for assistance or resources will take precedence over other daily activities. If needed, request for EOC activation may be made by involved department chiefs or department heads, or the City Manager. Outside experts may be requested.

Level 3: Elevated Activation
No Outside Assistance Necessary
An emergency that poses threat to life, property, or the environment and where ample resources exist. The responding department(s) handles the incident with on-duty resources and notifies the City Manager or their designee via department notification protocols.

Level 4: Monitoring
No Outside Assistance Necessary
No emergency exists but for purposes of training and preparedness, city personnel engage in organized monitoring of real events like parades, Lindon Days events, or fires and other emergent situations in neighboring jurisdictions.

Level 5: Daily Operations
No Outside Assistance Necessary
Unlike the State of Utah, Lindon City does not maintain an active EOC at all times. Level 5 is unlikely to be used often but could be designated for use during training (EOC walkthroughs or orientations) or during EOC exercises like the annual Lindon City Drill.

RESPONSE CONDITIONS

Response Condition 1: Major Incident

- ❑ Place Emergency Operations Center on full staffing.
- ❑ Bring equipment and supplies to full operational status.
- ❑ Recall personnel as necessary.
- ❑ Use emergency notifications (Everbridge and IPAWS) and block captains as needed.
- ❑ Begin a rapid needs assessment.
- ❑ Freeze supplies and resources and commit them to the emergency as needed.
- ❑ Notify the County and the State.
- ❑ Update incident status in WebEOC.

Response Condition 2: Enhanced Response Required

- ❑ The Emergency Operations Center may be activated as needed with partial staffing.
- ❑ Notify City Manager and key personnel.
- ❑ Begin a rapid needs assessment.
- ❑ Accelerate repair or procurement of equipment and supplies on an emergency basis 24 hours a day, if necessary. Emergency procedures for procurement of supplies and equipment may be implemented.
- ❑ Place personnel on standby status as needed.
- ❑ Update incident status in WebEOC.

Response Condition 3: No Outside Assistance Needed

- ❑ Monitor the situation regularly.
- ❑ Review applicable plans and Standard Operating Procedures.
- ❑ Review the status of all equipment and supplies.
- ❑ Notify the City Manager and key personnel.
- ❑ Recognize the situation could escalate to Response Condition 2.

Response Condition 4: No Outside Assistance Needed

- ❑ Monitor the situation.
- ❑ Practice updating minor incidences in WebEOC.

Response Condition 5: No Outside Assistance Needed

- ❑ Activate and set-up EOC for training, walkthroughs, orientations, or exercises.
- ❑ Practice using WebEOC.

APPENDIX A: PLAN MAINTENANCE & DISTRIBUTION

Lindon City actively employs a Part Time Emergency Management Coordinator. This staff member is responsible for the maintenance of this EOP to include regular updates, revisions, audits, assessments, and distribution. This work also includes coordination between local, state and county officials in the preparation for such emergency response and will require an annual maintenance to ensure organizational and technological feasibility. All changes shall be recorded by the receiving department or agency.

Further, EOP revisions will be forwarded to all organizations and agencies that have jurisdiction within the functioning larger plan by the Emergency Management Coordinator who will also be responsible for updating contact information contained herein.

Emergency Operations Plan Maintenance

The following table has been organized as a set forth plan for the maintenance and evaluation of this EOP. It will be carried out by the Emergency Management Coordinator but will be subject to revision based on needs established by the CEO and the Chief of Police.

EOP Maintenance Standards

Activity	**Tasks**	**Frequency**
Plan Update & Certification	● Review plan for accuracy ● Incorporate lessons learned and changes in policy & philosophy ● Manage distribution	Annually
Orient new policy officials and senior leadership	● Brief officials on existence and concepts of the EOP ● Brief officials in their responsibilities under the EOP	Within 90 days of appointment
Plan and conduct exercises	● Conduct internal EOP exercises ● Support and participate in state-level and local-level exercises	Semiannually

APPENDIX B: AGREEMENTS

FILE

LINDON CITY
100 North State Street
Lindon, Utah 84042-1808

LINDON

TEL 801-785-5043
FAX 801-785-4510

July 9, 2009

Michael Larsen, Director of Public Safety
Public Safety Complex
95 East Center Street
Orem, Utah 84057

Dear Director Larsen,

Thank you for meeting with me and Chief Cody Cullimore on Tuesday, June 16, 2009 to discuss the process for an annual reconciliation of expenditures and the creation of the annual budget for Lindon's Fire and EMS services under our partnership agreement.

In this letter, I will attempt to summarize the conclusions reached in our conversations and outline a working process that both cities can use in the future.

For Fiscal Year 2009-2010, we agreed that you will send a formal letter to Lindon within two weeks showing Lindon's share of the Fire/EMS costs with your worksheet comparing the estimate made in June of 2008 (Exhibit "B" to the Agreement) with the adopted budget for Fiscal Year 2009-2010. We discussed whether or not personnel raises were included in the estimated costs and were not budgeted for in the adopted budget.

Second, we agreed that you would provide detailed reports requested by our Mayor and Council showing the total calls from the Lindon Station with a breakout of calls to Lindon and calls to Orem with response times, etc.. In addition, reports showing other stations responding to Lindon calls will be very helpful for the Council's evaluation. Cody volunteered to meet with your staff to help develop the reporting format. Once these reports are being generated, they will be sent on a monthly basis to Lindon.

The process for future years partnering will consist of:

* A Reconciliation of the immediate past year's activities, comparing budgeted to actual expenditures. This meeting will be held in February of each year. Once the reconciliation is reviewed, any over or under expenditures will be considered in developing the budget for the next fiscal year. The intent is that no credit will be given nor will any additions be required. The information will simply be used when creating the budget for the next fiscal year.

* A Budget Compilation meeting in March of each year, with both cities representatives meeting to create the budget for the upcoming year. Projected costs will be considered with any proposed COLA or other expenditures needed for the Lindon Station.

* A Final Budget submission by mid-April of each year. Orem will send a formal letter with the new budget attached (created by both cities) showing Lindon's share of costs for the next fiscal year.

I am grateful for the working relationship we have developed over the years and for your

helpful and cooperative attitude in making this agreement a real partnership between the two cities.

Sincerely,

Ott H. Dameron
City Administrator

cc: James A. Dain, Mayor
All Council Members
Jamie Bennee, Finance Director
Cody Cullimore, Chief of Police

City of Orem Agreement No. A-08-0092
Lindon City Agreement No. _____

INTERLOCAL AGREEMENT
(Fire, EMS and Dispatch Services)

This Interlocal Agreement (the "Agreement") is executed in duplicate this 25 day of June, 2008, by and between the City of Orem, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 56 North State Street, Orem, Utah 84057, (hereinafter referred to as "Orem"), and Lindon City, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 100 North State Street, Lindon, Utah 84042 (hereinafter referred to as "Lindon").

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act (U.C.A. §11-13-101, et. seq.) permits municipalities to make the most efficient use of their powers and to benefit from economies of scale by entering into mutually advantageous interlocal agreements for the provision of services; and

WHEREAS, U.C.A. §11-7-1 of the Utah Code provides that municipalities shall provide adequate fire protection within their territorial limits and that they may contract to furnish and receive fire protection services with any proximate municipality; and

WHEREAS, Orem has established fire, emergency medical services (EMS) and dispatch services, has accumulated valuable equipment, experience and resources through the years, and shares a border with Lindon; and

WHEREAS, Lindon desires to contract for fire, EMS and dispatch services from Orem; and

WHEREAS, Orem is willing to provide the services to Lindon required by this Agreement and will benefit from this arrangement because it will allow Orem to provide better coverage for fire and EMS services in north Orem; and

WHEREAS, Orem and Lindon have each adopted resolutions authorizing their respective mayors to enter into this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Orem and Lindon mutually agree as follows:

1. **Purposes.** The purposes of this Agreement are:

1.1. **Services to Lindon.** To establish a means for Orem to provide quality fire, EMS and dispatch services to Lindon.

1.2. **Compensation to Orem.** To provide fair compensation to Orem for providing these services to Lindon. The goals of fair compensation are to ensure that neither Orem nor Lindon is subsidizing the other in the provision of these services and to ensure that Lindon citizens are receiving fair value for amounts charged by Orem.

1.3. **Payment Calculation.** To the extent possible, to establish a process or formula to determine the amount that Lindon will pay Orem for these services in future years. The intent is to have enough certainty in the amount to avoid surprises and to allow for future budget planning, but enough flexibility to account for inflation, actual cost experience, changed circumstances, coverage needs, equipment needs, and changed service areas.

1.4. **Long-term Relationship.** To establish a long-term commitment and relationship between Orem and Lindon. If the Agreement is terminated before the end of the term, the parties intend for (1) Orem to be fairly compensated for its required investment in personnel and equipment to serve Lindon, and (2) Lindon to have an adequate opportunity to arrange for an alternative means of acquiring these services.

1.5. **Fire and EMS Coverage in North Orem.** To provide a cost effective means for Orem to provide better fire and EMS coverage in north Orem.

2. **Services Provided by Orem to Lindon.** Orem agrees to provide fire, EMS and dispatch services to Lindon according to the terms set forth in this Agreement. (This Agreement does not affect or amend existing agreements between Orem and Lindon related to sewer service or any other matter.) Orem agrees to provide fire, EMS and dispatch services to Lindon residents and businesses according to the same standards and protocols that it provides the same services to Orem residents and businesses. For purposes of this Agreement only, Orem agrees to treat Lindon as if it were part of Orem when establishing the level, quality and priority of fire, EMS and dispatch services provided to Lindon. All fire, EMS and dispatch services provided to Lindon will be under the direct control of Orem's Department of Public Safety and will be subject to policies, procedures and directives promulgated by Orem's Director of Public Safety in his sole discretion.

2.1. **Fire Service.**

2.1.1. **Primary Fire Response.** Orem shall provide primary fire response in Lindon.

2.1.1.1. **Multiple Calls.** Calls for fire service shall be answered in the sequential order in which they are received, insofar as it is practical. Multiple fire calls which are of such a nature that Orem cannot immediately respond to more than one call, or cannot respond to all calls simultaneously, shall be

responded to in the following priority:

2.1.1.1.1. **Imminent danger.** Calls where lives are in imminent danger.

2.1.1.1.2. **Structures or Vehicles.** Calls involving structures or vehicles.

2.1.1.1.3. **Other Calls.** Other calls in sequence.

Lindon agrees that Orem will have sole discretion to determine the nature, seriousness and priority of each call and to determine the proper allocation of limited resources.

2.1.1.2. **Incident Command.** Orem shall assume incident command at all fire calls, EMS calls and special responses (HazMat, confined space, trench rescue and high angle) within Lindon. In cases where another entity has assumed initial incident command as an initial responder pursuant to a mutual aid agreement, incident command will be transferred as set forth in the mutual aid agreement.

2.1.1.3. **Mutual Aid.** Orem has entered into a county-wide fire and EMS reciprocal aid or mutual aid agreement. The parties acknowledge and agree that the services provided by Orem to Lindon pursuant to this Agreement are primary response, not mutual aid. Lindon acknowledges and accepts the benefit of having Orem continue to honor the county-wide reciprocal aid agreement and acknowledges and accepts that Orem responses pursuant to the reciprocal aid agreement may limit resources that would have otherwise been available to respond to incidents in Lindon.

2.1.1.4. **Limitation on Response.** Lindon acknowledges and accepts that Orem can only respond to incidents in Lindon to the extent of its existing resources. Orem will not be required to obtain additional resources (personnel, equipment, stations or capabilities) except as specifically required by this Agreement. Lindon further acknowledges and accepts that the Lindon Fire Station cannot be fully equipped according to Orem standards until Lindon has constructed the Permanent Lindon Fire Station required by this Agreement.

2.1.2. **Hazardous Materials Response.** Orem shall provide hazardous materials response in Lindon as part of the fire service. Orem's obligation is limited to a "good faith" response given Orem's existing equipment, employees, and training. Orem does not represent that it can adequately respond to hazardous materials incidents that may occur at one of the heavy industries located in Lindon, or with any other major hazardous materials incident in Lindon.

2.1.3 **Fire Prevention/Inspections.** The parties acknowledge that this Agreement is

primarily for fire suppression services rather than fire prevention services. Orem agrees to provide Lindon limited fire prevention/inspection services as set forth below.

2.1.3.1. **Fire Marshal.** Orem agrees to provide Lindon the following Fire Marshal services as part of the Annual Fee:

2.1.3.1.1. **Fire Investigation.** Orem agrees to provide fire investigation services for Lindon .

2.1.3.1.2. **Development Review Committee.** Orem agrees to provide the Orem Fire Marshal or an Orem Fire Inspection Specialist at Lindon's Development Review Committee meetings on an "as needed" basis. Lindon agrees to notify Orem when an Orem representative is needed at a Development Review Committee meeting. The Orem representative will review development plans for compliance with applicable fire codes.

2.1.3.2. **IFC Enforcement Inspections.** Orem agrees to provide International Fire Code (IFC) enforcement inspections for new businesses and industries locating in Lindon. Orem will also endeavor to provide (as able, given existing resources) inspections at businesses requiring annual inspections, such as restaurants, day care facilities, assisted living facilities, rehabilitation facilities, service stations, and other sprinkled buildings. Orem does not have sufficient staff to provide complete fire inspection support in Lindon without hiring an additional employee. Orem and Lindon may negotiate for additional inspection services in the future if Lindon desires Orem to provide inspections beyond those specified. Lindon will pay Orem an inspection fee for each fire inspection that Orem conducts in Lindon. The amount of the fee will be based on the then current fee schedule adopted in Orem. Orem will directly bill Lindon for the cost of the inspections on a monthly basis. (This payment will be in addition to the Annual Fee.) Lindon will be responsible for collecting the inspection fee from the business or industry inspected. The purpose of the IFC enforcement inspections is to identify areas where the buildings, businesses or sites do not comply with the International Fire Code. Lindon agrees to work with Orem in requiring businesses and industries in Lindon to come into compliance with the IFC according to compliance schedules established by Orem.

2.1.3.3. **Pre-fire Plans.** Orem shall endeavor to develop pre-fire plans for all commercial and industrial sites located in Lindon that Orem deems to be high risk. The purpose of the pre-fire plans is to help the Orem Department of Public Safety prepare to respond to incidents at these sites. The pre-fire plans will generally include a schematic of the building, identification of utility shut-offs, the location and type of hazardous storage, the location and type of valuable storage, the location of hazards such as overhead wires, and other

information that helps Orem to plan for problems it may encounter when responding to the site. Lindon agrees to share with Orem any information it has relating to Lindon businesses and industries that may assist Orem in developing the pre-fire plans (GPS information, street maps, site plans, building plans, MSDS's, etc.). The cost of the pre-fire plans is included as part of the Annual Fee.

2.1.3.4. **Appeals.** Appeals of any decision made by an Orem fire inspector shall be made to Orem's Board of Building and Fire Code Appeals. Nothing in this paragraph shall be interpreted to grant a right of appeal when that right does not exist under the applicable code.

2.2. **EMS Services.** Orem shall provide emergency medical services in Lindon. Lindon agrees that Orem will have sole discretion to determine the nature, seriousness and priority of each request for EMS services and to determine the proper allocation of limited resources. Orem will charge its usual fee for EMS services provided in Lindon.

2.2.1. **License.** The parties acknowledge that Orem has applied to the State of Utah for a paramedic provider license for Lindon in anticipation of the signing of this Agreement. The State has indicated to Orem that although the license may not be forthcoming until after July 1, 2008, that Orem would be able to operate under a temporary license until the regular license is issued. Orem has no control over if or when the State issues the paramedic provider license. Lindon acknowledges that Orem can only provide EMS services in Lindon if it receives the appropriate license from the State. Lindon agrees to assist Orem as necessary in acquiring the paramedic provider license from the State of Utah.

2.2.2. **Service Charges.** The parties agree that Orem will bill and collect its standard EMS service charges for EMS services provided in Lindon. The bill will be sent to the user of the service. Fees collected by Orem for EMS services will be kept by Orem and will be handled independently of the general compensation paid by Lindon to Orem pursuant to this Agreement (they will not act as a credit to reduce the amount of the Annual Fee). The EMS service fees assessed by Orem do not cover Orem's costs in providing EMS services in Lindon and will not affect the amount that Orem assesses Lindon for providing EMS services in Lindon.

2.3. **Dispatch Services.** Orem operates a Public Safety Answering Point (PSAP) located in Orem. Orem shall provide dispatch services for Lindon from the Orem PSAP. Because Lindon will have its own police department as of July 1, 2008 and because Orem will be providing fire and EMS services to Lindon as of July 1, 2008, dispatches may go to the Lindon Police Department, or the Orem Department of Public Safety, or both, as the situation dictates. Orem shall provide all dispatch services to Lindon according to policies, procedures, protocols and directives established by Orem's Department of Public Safety. Lindon agrees that Orem will have sole discretion to determine the nature,

seriousness and priority of each call for service and will have sole discretion to determine the proper allocation of limited resources.

2.3.1. **Services Provided.** Dispatch services include (1) dispatch of emergency police services in Lindon, (2) dispatch of non-emergency police services in Lindon, (3) dispatch of after-hours (between 5:00 p.m. and 8:00 a.m.) public works emergencies (such as broken water mains, non-functioning traffic lights, etc.) in Lindon, (4) dispatch of emergency fire services in Lindon, and (5) dispatch of EMS services in Lindon.

2.3.2. **Certification/Training.** Orem agrees that dispatchers will be EMD certified, with the ability to run standard computer checks such as NCIC, warrants, driver's license, and NLET (National Law Enforcement Telecom).

2.3.3. **Lindon Police Radio.** Lindon agrees to use the radio channel designated by the Orem Department of Public Safety for its police communications.

2.3.4. **911 Call Routing.** The parties agree to continue working together to ensure that 911 calls from Lindon will be routed to the Orem PSAP as of July 1, 2008.

2.3.5. **911 Fees.** The parties agree that 911 fees assessed against Lindon phone accounts will be paid to Orem, but credited against the amount Lindon owes to Orem pursuant to Section 3 of this Agreement.

2.4. **Lindon Fire Station.** Orem agrees to provide staff, fire fighting equipment, and EMS equipment for the Lindon Fire Station (described in Section 3.2 of this Agreement) on a full-time basis (24 hours a day/seven days a week.)

2.4.1. **Staffing.** Orem agrees to keep four paramedic/firefighters stationed at the Lindon Fire Station. After Lindon completes construction of its new fire station, Orem and Lindon may negotiate to provide additional staffing at the new fire station, if circumstances warrant the increase.

2.4.2. **Fire Fighting and EMS Equipment.** Orem agrees to maintain one fire engine and one ambulance at the Lindon Fire Station (the current capacity of the Lindon Fire Station.) After Lindon completes construction of its new fire station, Orem and Lindon may negotiate to provide additional fire fighting and EMS equipment at the new fire station, if circumstances warrant the increase. Orem will equip the paramedic/firefighters stationed at the Lindon Fire Station with appropriate gear and equipment. (Lindon will provide some of the equipment for the paramedic/firefighters pursuant to Section 3.2 of this Agreement.)

2.4.3. **Use of Lindon Fire Station.** The parties acknowledge and agree that the Lindon Fire Station will also be used to serve portions of north Orem. The parties further acknowledge and agree that portions of Lindon may be primarily served by fire

stations located in Orem, if warranted by computer generated fastest response times, current traffic and road conditions, or the decision of Orem's Director of Public Safety.

2.5. **New Personnel.** To handle the additional work required by this Agreement, Orem agrees to hire and maintain twelve (12) additional paramedic/firefighters and three (3) additional dispatchers. Hiring shall be completed by December 31, 2008. Although Lindon will be paying Orem for the cost of these employees pursuant to Section 3.1 of this Agreement, all of the employees will be Orem employees, will be supervised solely by Orem, and will be subject to Orem's policies and procedures relating to employees.

2.6. **Consultations with Lindon.** Orem agrees to meet annually with Lindon to discuss, review and evaluate Orem's provision of services to Lindon pursuant to this Agreement and to negotiate any needed changes to this Agreement. Orem agrees to annually account to Lindon for all amounts paid by Lindon in the Annual Fee. Orem also agrees to meet with Lindon on an as-needed basis to discuss significant concerns that cannot wait until the annual meeting. The annual review meeting may be held in conjunction with the annual meeting setting the next year's Annual Fee.

3. **Lindon Obligations.** Lindon agrees to do the following in exchange for the services provided by Orem pursuant to this Agreement:

3.1. **Compensation to Orem.** Orem and Lindon each operate on a fiscal year beginning on July 1 of one year and ending on June 30 of the following year. Lindon agrees to pay Orem an Annual Fee for each fiscal year that Orem provides services to Lindon pursuant to this Agreement. The Annual Fee for a given fiscal year will be established in advance of each fiscal year so that the parties have an opportunity to plan for and budget the appropriate amount in their respective budgets. Orem and Lindon will determine each fiscal year's Annual Fee based on the factors set forth in this Section 3.

3.1.1. **Annual Fee for Fiscal Year 2008/2009.** The Annual Fee for Fiscal Year 2008/2009, including start-up costs, will be $1,177,955.00. The cost breakdown for the Fiscal Year 2008/2009 Annual Fee is set forth on Exhibit "A", which is attached hereto and incorporated herein by reference. The parties agree that the Fiscal Year 2008/2009 Annual Fee is a reduced fee and does not include all costs for which Orem will charge Lindon in subsequent fiscal years. The parties agree to the first year fee reduction because (1) Orem's Fire Station #2 will be closed and remodeled during the first part of the year, requiring an increased service load on the Lindon Fire Station and Orem's other fire stations; and (2) not all of the new employees required by this Agreement will be hired by July 1, 2008. The Fiscal Year 2008/2009 fee reduction will not be provided in subsequent fiscal years.

3.1.2. **Annual Fee in Subsequent Fiscal Years.** The Annual Fee for subsequent fiscal years will be set each year by the parties on or before the April 1 preceding the start of the fiscal year (e.g. on or before April 1, 2009 for Fiscal Year 2009/2010).

3.1.2.1. **Basis for Annual Fee.** The Annual Fee will be based on Orem's estimated costs for the coming fiscal year. Estimated costs will be based on actual costs for the previous fiscal year, with an allowance for inflation and changed circumstances. The Fiscal Year 2009/2010 Estimated Annual Fee, which is attached hereto as Exhibit "B" and incorporated herein by reference, will act as a template for the parties in determining subsequent years' Annual Fees. Although Exhibit "B" is only an estimate of what the Annual Fee will be in Fiscal Year 2009/2010, it eliminates the reductions made by Orem in the Fiscal Year 2008/2009 Annual Fee and incorporates the factors outlined in Section 3.1.2.2 below, thereby giving Lindon a better picture of how the Annual Fee will be calculated in subsequent fiscal years. The actual Annual Fee for Fiscal Year 2009/2010 will be set by the parties as set forth in this Agreement, based on numbers that are not currently available to the parties. The Annual Fee will be a flexible number that allows for annual adjustments based on historical costs, changed circumstances, inflation, and increased or decreased services.

3.1.2.2. **Estimated Costs.** Orem's estimated costs for a given fiscal year include the following, even if they were not included in calculating the Fiscal Year 2008/2009 Annual Fee:

3.1.2.2.1. Salary and benefits for the 15 additional employees (12 paramedic/firefighters and 3 dispatchers) hired by Orem pursuant to this Agreement. The parties agree that the salary and benefits paid by Lindon to Orem will be for first year paramedic/firefighters and dispatchers, as such amounts are set forth in Orem's tentative budget for the coming fiscal year. (A first year employee generally receives a raise from 80% of salary midpoint to 90% of salary midpoint after twelve months of employment. When this Agreement refers to the salary of a first year employee, it means the salary of an entry level employee who has come off of probation and received the typical raise to 90% of midpoint.) The salary and benefits of first year paramedic/firefighters and dispatchers will most likely increase each year as Orem makes cost of living adjustments in its salary schedules and as the cost of benefits increase. Lindon will pay these increased amounts to Orem each year as part of the Annual Fee. However, for the duration of this Agreement, only the cost of first year employees will be included in the Annual Fee, even when Orem provides Lindon with veteran, more expensive employees to perform the services required by this Agreement;

3.1.2.2.2. Costs of materials, equipment, uniforms and supplies for the 15 additional Orem employees serving Lindon pursuant to this Agreement, including the costs of maintaining, servicing and cleaning the materials, equipment, uniforms and supplies;

3.1.2.2.3. Training costs for the 15 additional Orem employees serving Lindon pursuant to this Agreement;

3.1.2.2.4. A fee (equivalent to a lease fee) for the cost of Orem vehicles stationed at the Lindon Fire Station;

3.1.2.2.5. Maintenance costs, including fuel and oil costs, for all Orem equipment and vehicles stationed at the Lindon Fire Station;

3.1.2.2.6. The amount of any increase in insurance premiums paid by Orem as a result of providing the services set forth in this Agreement;

3.1.2.2.7. Adjustments for inflation;

3.1.2.2.8. An annual payment (initially $10,000.00 per annum) for potential liability claims that Orem may experience as a result of providing services to Lindon pursuant to this Agreement. The parties agree that the annual payments are similar to insurance premiums in that Orem will bear the risk that actual claims may exceed the annual payment amounts and that Orem will keep the annual payments even if no claims are made against Orem. The $10,000.00 payment will be adjusted annually for inflation, based on the Wasatch Front Cost of Living Index published by Wells Fargo Bank, or a similar index if that index is no longer available; and

3.1.2.2.9. An administrative fee of eleven percent (11%) added to the sum of all of the other costs set forth in this Section 3.1.2.2. The administrative fee compensates Orem for the cost of services provided by other Orem departments to the Department of Public Safety in carrying out the requirements of this Agreement. It is the same administrative fee that Orem's enterprise funds pay Orem's general fund.

For purposes of this Agreement,"salary and benefits" means the total salary and benefits that Orem pays a given employee. Salary and benefits include the dollar value of every financial remuneration or benefit that Orem pays or sets aside for its employees, including salary, wages, overtime, comp time, health insurance, life insurance, State retirement, alternate retirement, deferred compensation, Medicare, Social Security, long and short term disability, unemployment, vacation, sick leave, and holiday pay. The intent of this definition is to be all-inclusive; any type of employee compensation inadvertently left out of this definition, and any new type of employee compensation provided by Orem in future years, shall be included in the computation of salary and benefits. The salary and benefits for a given employee shall change as the employee's salary and benefits change, and may even change part way through the fiscal year.

3.1.2.3. **Adjustments to Annual Fee.** Fire inspection fees and ambulance fees collected by Orem for services provided in Lindon are independent of the

Annual Fee and will not be used to adjust the amount of the Annual Fee. However, 911 fees assessed against Lindon phone accounts and paid to Orem will be credited against the amount that Lindon owes to Orem for the Annual Fee. The parties may also add personnel and/or equipment beyond that required by this Agreement, including equipment to be owned exclusively by Lindon, and shall adjust the Annual Fee for such changes as mutually agreed upon by the parties before the change is made. Lindon agrees that any equipment procured by Lindon must meet Orem standards before it can be considered for inclusion in this Agreement.

3.1.2.4. **Items Not Included in Annual Fee.** The parties agree that the following items will not be included in the Annual Fee, but are part of the consideration/benefits that each party enjoys by entering into this Agreement. The parties agree that these uncharged items benefit Orem and Lindon equally, and that they will not become a basis for setting or amending the Annual Fee.

3.1.2.4.1. **Stand-by Support from Other Orem Public Safety Resources.** The Annual Fee will not include a charge for the additional service and support that Orem's existing personnel, resources and equipment will provide to Lindon. Orem incurs significant costs in staffing, equipping and operating several fire stations in Orem and a large PSAP in Orem. These additional resources stand ready to provide additional support to Lindon, well beyond the capabilities of the fifteen employees and limited equipment paid for by Lindon in the Annual Fee.

3.1.2.4.2. **Supervisory Support.** The Annual Fee will not include a charge for the supervisory support provided by Orem's Department of Public Safety to the fifteen required employees. The Annual Fee compensates Orem for the costs of twelve paramedic/firefighters and three dispatchers, although Lindon will also benefit from the supervisory support provided to these fifteen employees from fire captains, lead dispatchers, and other supervisors paid exclusively by Orem.

3.1.2.4.3. **Experienced Employees.** Lindon will be compensating Orem for the costs of fifteen first year employees to provide the services required by this Agreement. However, the employees provided by Orem to serve Lindon will not just be first year employees, but will include veteran seasoned employees who receive higher compensation than first year employees. The Annual Fee will not include a charge for the cost difference between providing experienced employees to Lindon and providing first year employees to Lindon.

3.1.2.4.4. **Overhead for Dispatch Facility.** The Annual Fee will not include a charge for Orem's overhead in equipping and maintaining the dispatch

facility, even though Lindon will receive the full benefit of having a fully staffed, equipped and maintained dispatch facility.

3.1.2.4.5. **Liability.** Although the Annual Fee will include a payment from Lindon to Orem (initially $10,000.00) to help offset Orem's potential liabilities in providing services to Lindon, it will not include a component to compensate Orem for actual liability losses Orem sustains in providing services to Lindon pursuant to this Agreement. The parties have agreed on this method of risk management in recognition of Orem's ultimate control over the employees and equipment, but acknowledge that Orem's actual liability may exceed amounts paid by Lindon as part of the Annual Fee.

3.1.2.4.6. **Lindon Fire Station.** The Annual Fee will not include a charge for Lindon's costs in providing, constructing or maintaining a fire station in Lindon. The Annual Fee compensates Orem for Orem's costs in staffing and equipping a fire station in Lindon, but does not compensate Orem for providing the fire station itself. Having a fire station in Lindon is a benefit to both parties.

3.1.2.4.7. **Service to North Orem.** The Annual Fee does not include a charge for the value to Orem of being able to respond to calls in north Orem from the Lindon fire station, using personnel and equipment from the Lindon Fire Station.

3.1.2.5. **Annual Fee Proposal.** Orem shall submit a proposed Annual Fee to Lindon, with supporting documentation, on or before the March 1 preceding the start of the fiscal year. The parties agree to meet as needed to discuss, adjust and set the Annual Fee before the April 1 deadline. The parties acknowledge that many factors, anticipated and unanticipated, may affect the Annual Fee in any given fiscal year and agree to work together in good faith to determine the appropriate amount of each Annual Fee.

3.1.2.6. **Inability to Agree on Annual Fee.** If the parties are unable to agree on an Annual Fee before the April 1 deadline, the parties agree to hire a mutually agreed upon third party to determine the proper amount of the Annual Fee using the guidelines set forth in this Agreement. When determining the proper amount of the Annual Fee, Orem's proposed Annual Fee shall be given a presumption of validity that may be rebutted by Lindon. The parties agree that the decision of the third party will be binding unless a Utah court of competent jurisdiction determines that the third party's decision was arbitrary or capricious, or that Orem's proposed Annual Fee was not given the proper presumption of validity. If the parties cannot set the Annual Fee before the adoption of the fiscal year budget, the parties agree to use the previous fiscal year's Annual Fee (after adding back any reductions and

adjusting for inflation) as the budgeted Annual Fee. When the actual Annual Fee is then set, the parties agree to make payment adjustments as necessary.

3.1.3. **Adjustments to Annual Fee Factors.** Orem and Lindon agree to meet every five (5) years to provide an in depth review and evaluation (and adjustment if needed) of the factors listed in Section 3.1.2.2 of this Agreement that form the basis for the Annual Fee. The first in depth review and evaluation will take place after the parties have had three (3) complete fiscal years of experience in working under this Agreement and will be done in conjunction with setting the Annual Fee for Fiscal Year 2011/2012. Subsequent in depth reviews and evaluations will take place every five (5) years thereafter (2016, 2021, 2026).

3.1.4. **Payments.** Lindon shall pay Orem the annual fee in twelve monthly payments, with each payment equal to 1/12 of the amount of the Annual Fee. Payments shall be made on or before the fifteenth day of the month for the month in which the payment is due. The first payment for a given fiscal year shall be due on or before July 15 of the fiscal year in which it is due (July 15, 2009 for Fiscal Year 2009/2010) and the last payment for a given fiscal year shall be due on or before June 15 of the fiscal year in which it is due (June 15, 2010 for Fiscal Year 2009/2010).

3.1.5. **Late Payment/Interest.** Lindon agrees to pay interest on scheduled payments to Orem that are not made by the due date. Interest shall accrue on the late payments at the rate of eight percent (8%) per annum. Interest shall begin accruing five days after the due date. For the first late payment in a given fiscal year, Orem agrees to provide Lindon a reminder notice regarding the past due payment and will not begin assessing interest until five days after Lindon's receipt of the reminder notice. Orem shall only be required to provide one reminder notice to Lindon per fiscal year. After one reminder notice has been provided in a given fiscal year, all subsequent late payments will immediately begin accruing interest five days after the payment due date.

3.2. **Lindon Fire Station.** Lindon shall provide and maintain a fire station in Lindon for Orem's use pursuant to this Agreement (the "Lindon Fire Station"). Orem shall provide the personnel, firefighting equipment, and EMS equipment for the Lindon Fire Station. Lindon shall furnish the Lindon Fire Station as necessary so that the paramedic/firefighters can perform their duties. Lindon will pay for all costs related to the Lindon Fire Station, including maintenance, upkeep, insurance protection, internet service and utility bills. Because of current time and budget constraints, the Lindon Fire Station will initially consist of existing buildings owned by Lindon. The parties acknowledge that the existing buildings do not provide a long-term solution for Lindon's fire station needs; the parties further acknowledge that the existing buildings do not provide an adequate long-term base from which Orem can provide fire and EMS services to Lindon and north Orem.

3.2.1. **Temporary Fire Station.** The initial Lindon Fire Station will be a temporary facility consisting of two buildings (the "Temporary Fire Station").

3.2.1.1. **Location.** The Temporary Fire Station consists of (1) the existing fire apparatus garage located at 35 West 60 North in Lindon (to house fire fighting and EMS equipment), and (2) the existing house located just east of the fire apparatus garage at the intersection of Main Street and 60 North in Lindon (to provide living quarters and office space for the paramedic/firefighters.)

3.2.1.2. **Improvements.** Lindon agrees to make the following minimum improvements to the Temporary Fire Station on or before July 1, 2008. Although the parties have made a good faith effort to list the most important required improvements, Lindon agrees to make other improvements as necessary to make the apparatus garage functional and to make the living quarters comfortable and habitable. Lindon acknowledges that the Temporary Fire Station will not be suitable for use by Orem until these improvements are completed.

3.2.1.2.1. **Widen Doors.** Lindon agrees to widen both apparatus doors in the garage to accommodate the fire engine and the ambulance. The minimum width of the doors will be eleven and one-half feet (11' 6").

3.2.1.2.2. **Emergency Generators.** Lindon agrees to provide dependable emergency generators for both the apparatus garage and the living quarters.

3.2.1.2.3. **Door Openers and Remotes.** Lindon agrees to provide automatic door openers on the apparatus garage doors and to provide garage door remotes for each apparatus assigned to the Lindon Fire Station.

3.2.1.2.4. **Key Pad Lock.** Lindon agrees to provide a key pad lock on the main door to the apparatus garage and the main door to the living quarters that allows paramedic/firefighters to enter the locked buildings upon entering the appropriate code.

3.2.1.2.5. **Water Heaters.** Lindon agrees to provide two functioning 40+ gallon water heaters in the living quarters.

3.2.1.2.6. **Ring Down Alarm.** Lindon agrees to provide a ring down alarm system meeting Orem specifications for the living quarters and the apparatus garage.

3.2.1.2.7. **Computer Connections.** Lindon agrees to provide high speed broadband internet connections for the computers set up in the living quarters.

3.2.1.2.8. **Computers.** Lindon agrees to provide three computers meeting Orem IT requirements for use at the living quarters.

3.2.1.2.9. **Central Heat/Air.** Lindon agrees to provide central heat and air conditioning at the living quarters.

3.2.1.2.10. **Personnel Doors.** Lindon agrees to replace all personnel doors (doors for people as opposed to apparatus) in the living quarters and apparatus garage. The new doors shall be self-closing, and shall swing outward with a crash bar.

3.2.1.2.11. **Furniture.** Lindon agrees to provide five beds and a kitchen table with chairs at the living quarters.

3.2.2. **Permanent Fire Station.** The parties agree that the Temporary Fire Station is not viable as a long-term solution for providing fire and EMS services in Lindon and northern Orem. Therefore, Lindon agrees to construct a new single building fire station according to the terms and specifications set forth herein.

3.2.2.1. **Location.** The Permanent Fire Station will be constructed on real property owned by Lindon that is across the street and to the south of the existing Lindon City Center.

3.2.2.2. **Specifications.** The parties desire to maintain some flexibility in the design and construction of the Permanent Fire Station. Lindon agrees to consult with Orem during the design process to ensure that Orem's needs are met in the Permanent Fire Station. Without limiting the parties' ability to negotiate appropriate changes as needed, the parties agree that the Permanent Fire Station will be a full-service, gender neutral, approximately 12,000 square foot building dedicated to fire and EMS services, with private sleeping rooms for six paramedic/firefighters, an office/sleeping area for the officer of the station, a report writing room, a training room, an exercise room, a kitchen and dining area, and a three garage door apparatus bay, with access to the front and to the back from each bay.

3.2.2.3. **Costs.** Lindon shall bear all costs related to the design, construction and maintenance (including utility costs) of the Permanent Fire Station. Orem agrees to provide Lindon with copies of the design documents for Orem's existing fire stations, to the extent not prohibited by copyright laws.

3.2.2.4. **Completion.** Lindon agrees to endeavor to complete the Permanent Fire Station, so that it is ready for use and occupancy by Orem, on or before July 1, 2011. Lindon commits to complete the Permanent Fire Station, so that it ready for use and occupancy by Orem, on or before July 1, 2013. Lindon agrees to begin design work on the Permanent Fire Station in time to meet

this completion deadline.

3.3. **Other Lindon Obligations.** Lindon agrees to the following, at its own expense, to assist and/or enable Orem to perform its obligations pursuant to this Agreement:

3.3.1. **Fire Hydrants.** Lindon shall ensure that all fire hydrants in Lindon are properly located, tested and maintained. Fire hydrants shall meet standards established by the State of Utah and shall be compatible with existing Orem equipment.

3.3.2. **International Fire Code.** Lindon shall adopt (and amend as necessary) the fire code adopted and prescribed by the Utah Fire Prevention Board (currently the 2006 International Fire Code, including appendices A, B, C and D). Lindon shall enact an ordinance authorizing Orem to enforce the provisions of the fire code, including the ability to red tag non-compliant businesses. Lindon shall also enact an ordinance authorizing Orem to enforce any business license or other city ordinance provisions that may involve fire code inspections. The ordinance(s) adopted by Lindon shall provide that appeals of any decision made by an Orem fire inspector shall be made to Orem's Board of Building and Fire Code Appeals.

3.3.3. **Entry Ordinance.** Lindon shall enact an ordinance authorizing Orem fire officers, pursuant to U.C.A. §53-7-209, to enter any building or premises in Lindon not used as a private dwelling at any reasonable hour to inspect the building or premises and enforce the fire code and laws and rules related to fire prevention and fireworks.

3.3.4. **Fire Investigations.** Lindon shall enact an ordinance granting Orem's chief fire officer (or designee) authority, pursuant to U.C.A. §53-7-210, to investigate the cause, origin and circumstances of fires occurring in Lindon.

3.3.5. **Orem Fees.** Lindon shall enact an ordinance or resolution authorizing Orem to assess its standard fees for fire inspections and ambulance services provided in Lindon.

3.3.6. **Revocation of Business License.** To assist Orem in enforcing the IFC, Lindon agrees to consider remedies including the possible revocation of a business license (after first providing any due process rights required by Lindon ordinances) for any business failing to bring its site into IFC compliance according to a compliance schedule established by Orem,.

3.3.7. **Notices.** Lindon agrees to provide Orem with as much advance notice as possible on street closures and other major construction in Lindon that may affect Orem's ability to timely respond to fire and EMS incidents.

3.3.8. **OptiCom.** Lindon agrees to provide traffic signal preemption devices (such as the OptiCom system) on the traffic lights at 400 North State, 800 North State, and along Geneva Road, in Lindon. Lindon shall also provide traffic signal preemption devices

on any other existing traffic signals, as well as new traffic lights installed in Lindon. The traffic signal preemption devices shall be compatible with Orem's traffic signal preemption system.

4. **Insurance, Liability and Indemnification.**

4.1. **Orem Insurance.** Orem and Lindon are both insured by Utah Risk Management Mutual Association (URMMA) for most general liability claims. Orem is insured by various insurance carriers for other types of insurance, and is self-insured for worker's compensation. Nothing in this Agreement shall be interpreted to allow Lindon to make a claim against URMMA, any other Orem insurer, or Orem itself, for any non-contractual claims or damages associated with this Agreement, regardless of whether the item is covered by Orem insurance or self insurance. In the event that Orem's insurance premiums or costs are increased due to Orem's execution of this Agreement, or claims made against an insurance carrier related to Orem's performance of this Agreement, then Lindon shall, in addition to the annual payment for potential liabilities, pay Orem the amount of the increased premium or cost as part of the Annual Fee.

4.2. **General Indemnifications.** Orem shall indemnify and hold Lindon and its officers, officials, employees, agents and volunteers harmless from and against all third party claims, damages, losses and expenses (including attorney's fees), and costs relating to environmental clean-up or non-compliance, arising out of or resulting from Orem's performance of or failure to perform this Agreement. Lindon shall indemnify and hold Orem and its officers, officials, employees, agents and volunteers harmless from and against all claims, damages, losses and expenses (including attorney's fees), and costs relating to environmental clean-up or non-compliance, arising out of or resulting from actions or non-actions taken by Lindon.

4.3. **Mutual Aid.** The parties acknowledge that this Agreement is not a mutual aid agreement. If agencies other than Orem respond to an incident in Lindon and attempt to bill Orem for the cost of such services or for liabilities sustained in providing such services, Lindon agrees to indemnify and hold Orem harmless from and against any such claims.

4.4. **Orem Resources.** The parties acknowledge that Orem's responsibilities pursuant to this Agreement are limited to its capabilities using existing equipment and personnel. Except as provided in this Agreement, Orem is not expected or obligated to expand, increase or modify its equipment, resources, staffing, training or operating procedures to perform this Agreement. Lindon acknowledges that, although well-staffed and equipped, Orem cannot handle all situations and problems and cannot guarantee prompt response in all situations, particularly during times of wide spread man-made or natural disaster. Lindon shall indemnify and hold Orem and its officers, officials, employees, agents and volunteers harmless from and against all claims, damages, losses and expenses (including attorney's fees) related to the alleged inadequacy of Orem's equipment, resources, staffing, training or operating procedures. Lindon's obligation pursuant to this

subparagraph is limited to occasions when Orem is acting pursuant to this Agreement.

4.5. **Failure to Enact Ordinances.** Lindon agrees to indemnify and hold Orem harmless from and against any claim, suit or action resulting from Orem's assumption that Lindon has enacted the ordinances required by this Agreement, when in fact the enactment never took place.

4.6. **Privileges and Immunities Retained.** The parties acknowledge and agree that pursuant to U.C.A. §11-7-2, "all the privileges and immunities from liability which surround the activities of any county or municipal fire-fighting force or fire department when performing its functions within the governmental unit's territorial limits shall apply to the activities of that governmental unit's firefighting force or department while furnishing fire protection outside the territorial limits under any contract."

4.7. **Governmental Immunity.** Nothing in this Agreement shall be interpreted to waive or modify governmental immunity defenses available to either party to the Agreement.

5. **Term, Termination and Default.**

5.1. **Term.** The initial term of this Agreement shall be five (5) years, beginning on July 1, 2008 and ending on June 30, 2013. Unless this Agreement is terminated by either party as set forth herein, this Agreement shall be automatically renewed for three additional five year terms beyond the initial five year term (until June 30, 2028).

5.2. **Termination.** Either party may terminate this Agreement before the end of a term as set forth below:

5.2.1. **Termination for Cause.** Either party may terminate this Agreement for cause before the expiration of a term if the other party fails to comply with any of the terms of this Agreement.

5.2.1.1. **Cure Period**. A party desiring to terminate this Agreement based on the other party's failure to comply with the terms of this Agreement (default) shall first give the other party a written notice of the default. The notice shall be mailed to the other party, return receipt requested. If the default is cured within thirty (30) days of receipt of the notice, then this Agreement shall remain in full force and effect. If the default is not cured within the 30 day cure period, then the non-defaulting party may terminate the Agreement by giving written notice to the defaulting party. The 30 day cure period shall not be required if the default is Lindon's failure to make required payments to Orem. The 30 day cure period shall not be required after the initial 30 day cure period for multiple instances of the same type of default.

5.2.1.2. **Performance After Termination.** Because of the nature of the services provided pursuant to this Agreement, the parties agree that the termination

will not be effective until one complete fiscal year after a party has failed to comply with the required cure period. (For example, if Lindon defaults and fails to cure the default before a cure period ending on September 27, 2009, the Agreement would not terminate until June 30, 2011, giving Lindon at least one complete fiscal year to make other arrangements.) The parties may mutually agree to an early termination effective date. Upon termination, neither party shall have any further obligation to perform pursuant to the Agreement. However, termination does not restrict a party from seeking any other remedy normally available at law, equity or this Agreement, nor does it prohibit Orem from collecting past due payments from Lindon.

5.2.2. **Termination without Cause.** Either party may terminate this Agreement without cause before the expiration of a term if it complies with the requirements set forth below.

5.2.2.1. **Termination by Orem.** Orem may terminate this Agreement without cause before June 30, 2028 if it gives Lindon at least one complete fiscal year's notice of its intent to terminate the Agreement. (For example, if Orem gives Lindon notice of its intent to terminate the Agreement on September 27, 2009, the Agreement would not terminate until June 30, 2011, giving Lindon at least one complete fiscal year to make other arrangements for providing fire, EMS and dispatch services in Lindon.)

5.2.2.2. **Termination by Lindon.** Lindon may terminate this Agreement without cause before June 30, 2028 if it gives Orem at least one complete fiscal year's notice of its intent to terminate the Agreement. (For example, if Lindon gives Orem notice of its intent to terminate the Agreement on September 27, 2009, the Agreement would not terminate until June 30, 2011.) In addition to the required notice, Lindon will be required to pay Orem, on or before the termination date, one year of salary and benefits for each of the additional fifteen Orem employees not hired by Lindon as of the termination date. (The one year of salary and benefits is for the fiscal year following the termination date (when no services are provided to Lindon); it does not include salary and benefits paid by Lindon as part of the Annual Fee during the full fiscal year following the notice of termination.) Orem may use this money to provide a severance for the non-hired employees, to help cushion the additional expense to Orem of adding unfunded employees to Orem's payroll, or for any other reason deemed appropriate by Orem.

5.2.3. **Termination By Law or Necessity.** In addition to the other grounds for termination set forth in this Interlocal Agreement, Orem may terminate this Interlocal Agreement if (1) Orem discontinues providing any of the services provided for in this Agreement to its own citizens; or (2) a court of competent jurisdiction determines that Orem cannot charge or collect any of the costs or fees set forth in this Agreement; or (3) Orem is prohibited by law or court decision, or by its inability to obtain a required

permit or certification, from providing any of the required services in this Agreement. Orem shall have the right to terminate this Agreement and discontinue providing services to Lindon without penalty to Orem for any of these grounds for termination.

6. **Interlocal Cooperation Act.** The following provisions are included in this Agreement to comply with the requirements of the Interlocal Cooperation Act:

6.1. **No Separate Entity**. This Agreement does not establish a separate legal or administrative entity.

6.2. **Financing and Budget**. Orem and Lindon shall each finance their respective obligations pursuant to this Agreement as part of their annual budget processes. The budget for the services provided in this Agreement will be set by the parties each year pursuant to Section 3.1 of this Agreement.

6.3. **Filing**. Orem and Lindon shall each immediately file a copy of this Agreement with their respective city recorders.

6.4. **Joint Board**. The parties hereby establish a joint board to administer this cooperative undertaking. The board shall consist of two (2) members. Orem shall appoint one (1) board member and Lindon shall appoint one (1) board member. Each party shall designate its board member(s) in writing to the other party. A party may change its board member(s) at any time. The joint board shall meet as necessary to discuss the implementation of this Agreement and to attempt to resolve any disputes related to this Agreement.

6.5. **Property**. Unless the parties specifically agree otherwise in writing, each of the parties shall retain ownership of its respective real and personal property during the term of this Agreement and after termination of this Agreement. For example, Orem will own the fire apparatus and vehicles provided by Orem; Lindon will own the Lindon Fire Station and any furniture and computers it provided to furnish and equip the Lindon Fire Station.

7. **General Provisions.**

7.1. **Lawful Agreement.** The parties represent that they have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation.

7.2. **Utah Law.** This Agreement shall be interpreted pursuant to Utah law.

7.3. **Time of Essence.** Time shall be of the essence of this Agreement.

7.4. **Attorney's Fees.** If any party retains, uses or consults an attorney because of the default, breach or failure to perform of any other party to the Agreement, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.

7.5. **Interpretation of Agreement.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof. This Agreement supersedes and replaces all prior oral and written negotiations, understandings and agreements between the parties related to the subject matter of this Agreement.

7.6. **No Presumption.** Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any Court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

7.7. **Amendments.** This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

7.8. **No Assignment.** This Agreement shall not be pledged or assigned without the prior written consent of all other parties.

7.9. **Binding Agreement.** This Agreement shall be binding on the heirs, successors, administrators and assigns of each of the parties.

7.10. **Notices and Reports.** All notices and reports related to this Interlocal Agreement shall be delivered to the following party representatives. Any party may unilaterally change its designated representative(s) upon written notice to the other parties.

City of Orem
Jim Reams
City Manager
56 North State Street
Orem, UT 84057
(801) 229-7035

and

Michael Larsen
Public Safety Director
95 East Center Street
Orem, UT 84057
(801) 229-7062

Lindon City
Ott Dameron
City Administrator
100 North State Street
Lindon, UT 84042
(801) 785-5043

Signed and entered into this 25 day of June ,2008.

City of Orem

By: Jerry C. Washburn, Mayor

ATTEST:

Donna R. Weaver, City Recorder

Approved as to proper form and compliance with applicable law:

Greg W. Stephens, Deputy City Attorney

Lindon City

By: James A. Dain, Mayor

ATTEST:

Debra Cullimore, City Recorder

Approved as to proper form and compliance with applicable law:

Brian K. Haws, Lindon City Attorney

lindon.fire.ems.dispatch.interlocal.2008.ag04a.wpd

Exhibit "A"

LINDON FIRE/EMS/DISPATCH FISCAL YEAR 08/09

12 Paramedic Firefighters

Salary	46,290	555,480	includes $200 paramedic differential
Benefits	12,498	149,976	
Health Insurance	12,500	150,000	
Holiday Pay	2,136	25,632	
	73,424	**881,088**	
	Less 25%	220,272	
	TOTAL	**660,816**	

Annual Expenses Fire

Uniforms	12,000
Overtime	30,000
Fuel/Oil/Mainten	30,000
Training	6,000
Telephone	1,000
Ambulance Use	0
Apparatus Use	0
Supplies	10,000
UCAN	3,384
TOTAL	**92,384**

TOTAL FIRE/EMS **753,200**

Fire Equipment Start Up

Turnouts	3,109	37,309
SCBA	5,500	66,000
Portable Radios	2,334	28,008
Defribillator	12,500	12,500
TOTAL	**23,443**	**143,817**

3 Dispatchers

Salary	31,875	95,625
Benefits	8,606	25,818
Health Insurance	12,500	37,500
Holiday Pay	1,471	4,413
TOTAL	**54,452**	**163,356**

Annual Expenses Dispatch

Uniforms	1,600
Overtime	5,250
Training	2,250
Telephone	3,000
Supplies	3,000
TOTAL	**15,100**

TOTAL FIRE/EMS	**897,017**
TOTAL DISPATCH	**178,456**
TOTAL FIRE/EMS/DISPATCH	**1,075,473**
11 % ADMINISTRATIVE FEE	**102,482**
GRAND TOTAL	**1,177,955**

Exhibit "B"

ESTIMATED LINDON FIRE/EMS/DISPATCH FISCAL YEAR 2009/2010

12 Paramedic Firefighters

Salary	49,056	588,672	includes $200 paramedic differential
Benefits	13,245	158,940	
Health Insurance	12,500	150,000	
Holiday Pay	2,265	27,180	
TOTAL	**77,066**	**924,792**	

3 Dispatchers

Salary	33,564	100,692
Benefits	9,062	27,186
Health Insurance	12,500	37,500
Holiday Pay	1,550	4,650
TOTAL	**56,676**	**170,028**

Annual Expenses Fire

Uniforms	15,000
Overtime	30,000
Fuel/Oil/Mainten	50,000
Training	6,000
Telephone	1,000
Ambulance Use	12,000
Apparatus Use	24,000
Supplies	10,000
UCAN	3,384
TOTAL	**151,384**

Annual Expenses Dispatch

Uniforms	2,500
Overtime	6,500
Training	2,250
Telephone	3,000
Supplies	5,000
TOTAL	**19,250**

TOTAL FIRE/EMS	**1,076,176**
TOTAL DISPATCH	**189,278**
ANNUAL INSURANCE FEE	**10,000**
11 % ADMINISTRATIVE FEE	**140,300**
FY 2009/2010 GRAND TOTAL	**1,415,754**

MULTI-JURISDICTIONAL MUTUAL AID AGREEMENT
FOR SHERIFF AND POLICE SERVICES
(An Interlocal Cooperation Agreement)

AN INTERLOCAL COOPERATION AGREEMENT entered into this 4 day of December, 2012 by and between Utah County, Provo City, Orem City, Pleasant Grove City, Alpine City, Spanish Fork City, Santaquin City, Springville City, Payson City, Salem City, Lehi City, Eagle Mountain City, Saratoga Springs City, Lindon City, American Fork City, Cedar Fort Town, Elk Ridge City, Highland City, Mapleton City, Vineyard Town, Woodland Hills City, Cedar Hills City, Genola, Goshen, Fairfield, Nephi City, Heber City, Utah Department Of Corrections, Utah State Department of Natural Resources, United States Marshall, Utah Transit Authority (UTA), Utah State Department of Public Safety, and Utah State Motor Vehicle Division, one of which shall be called an "Agency", or any two or more of which may be called "Agencies" herein. The term "all Agencies" shall refer to parties which are signatories to this Agreement and which have not terminated their participation herein.

PURPOSE: Each of the Agencies has or is a law enforcement agency or department with equipment and personnel trained and equipped to prevent and detect crimes and authorized to enforce criminal statutes or ordinances in the State of Utah. The Agencies wish to provide for their mutual assistance in situations involving crimes, disturbances of the peace, riots and other emergency situations which require police resources over and above those that can be provided by the Agency in whose jurisdiction the incident or emergency occurs subject to the control of each individual Agency. All equipment and personnel of any Agency's law enforcement department shall herein be referred to as "Resources". The Agencies do not wish to provide for reimbursement for the assistance they render. However, nothing herein is intended to replace or terminate any pre-existing interlocal agreement between or among any of the Agencies which provide for first response or assistance by one Agency's law enforcement department within the political boundaries of another on a regular or routine basis such as the SWAT and Special Victims Unit interlocals and agreements for law enforcement services. This Agreement is intended to replace the Police Reciprocal Aid Agreement entered into on or about 1989. The Agencies intend by this Agreement to commit to assist each other whenever possible while allowing each Agency the sole discretion to determine when its Resources cannot be spared for assisting other Agencies. This Agreement is not intended as a substitute for or to abrogate Agreements created pursuant to Section 53-12-302, Utah Code Annotated.

CONSIDERATION: The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

EFFECTIVE DATE, TERM: This Agreement shall become effective when two or more agencies each execute an original or copy of this Agreement as required by law and send or deliver an original copy of the executed Agreement to the Utah County Sheriff(Sheriff), 3075 North Main, Spanish Fork, Utah 84660. The Sheriff shall send notice of properly executed agreements he receives to all other Agencies who are parties hereto. This Agreement shall continue in force from the effective date hereof until midnight June 30, 2023, subject to termination by any Agency or all the Agencies as provided in Section 8. Upon the expiration of the initial term of this Agreement, this Agreement shall automatically renew for successive 5

6. Workers Compensation, Insurance, Benefits. Each Agency shall be solely responsible for providing workers compensation and benefits for its own personnel who provide assistance under this Agreement unless the parties otherwise agree. Each Agency shall provide insurance or shall self-insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.

7. Hold Harmless and Indemnity. Each party (the responsible party) agrees to indemnify, defend, and hold harmless each other party from and against any claims, lawsuits, liability, damages, loss, costs or expense, including attorneys' fees incurred as a result of bodily injury, death, personal injury or damage to property caused by or arising out of the intentional, wrongful or negligent acts or omissions of the responsible party. Notwithstanding the forgoing sentence, no party waives any defenses or immunity available under the Utah Governmental Immunity Act of Utah (Chapter 63G-7-101 *et. seq.*, Utah Code Annotated), nor does any party waive any limits of liability currently provided by the Act.

8. Termination. Any Agency may terminate its participation under this Agreement by giving each other Agency to the Agreement 30 days prior written notice of its intent to terminate participation in it. Any obligations incurred by any Agency to any other hereunder prior to termination including obligations of under paragraph 7, shall survive the termination of this Agreement.

9. Satisfaction of Responsibility. This Agreement shall not relieve any Agency of any obligation imposed upon it by law, provided that the performance of a responding Agency may be offered in satisfaction of any such obligation of the Agency requesting assistance to the extent of actual and timely performance by the responding Agency.

10. Additional Agencies. Any subdivision of the State of Utah not specifically named herein, "Prospective Agency", which shall hereafter sign this Agreement or a copy hereof, shall become an Agency hereto provided that it employs law enforcement officers and provided that it first give 30 days written notice to each Agency hereto of its intent to become an Agency and provided that a majority of the Agencies shall not within 30 days thereafter notify the Sheriff in writing that they object to the Prospective Agency becoming a party hereto. In the event that a majority of the Agencies objects to the Prospective Agency becoming a party hereto then the Sheriff or his designee shall promptly notify the Prospective Agency that its application was rejected. A prospective agency thus rejected may reapply for membership hereunder after one year has passed. Any Agency which becomes a newly accepted Agency to this Agreement is entitled to all the rights and privileges and subject to the obligations of any Agency as set out herein.

11. No Separate Legal Entity. No separate legal entity is created by this Agreement, however, to the extent that any administration of this Agreement becomes necessary, then the Agencies' police chiefs, chief law enforcement officer or their designees shall constitute a joint board for such purpose.

12. No Effect on Other First Response Agreements. This Agreement shall supercede the Police Reciprocal Aid Agreement entered into on or about 1989, but this Agreement shall not

IN WITNESS WHEREOF the parties have entered into this Agreement on the day and year set out below.

AGENCY: Lindon City

By: _____ Date: 12/4/12

Title: Mayor

ATTEST:

By: Kathryn Moosman

Title: Recorder

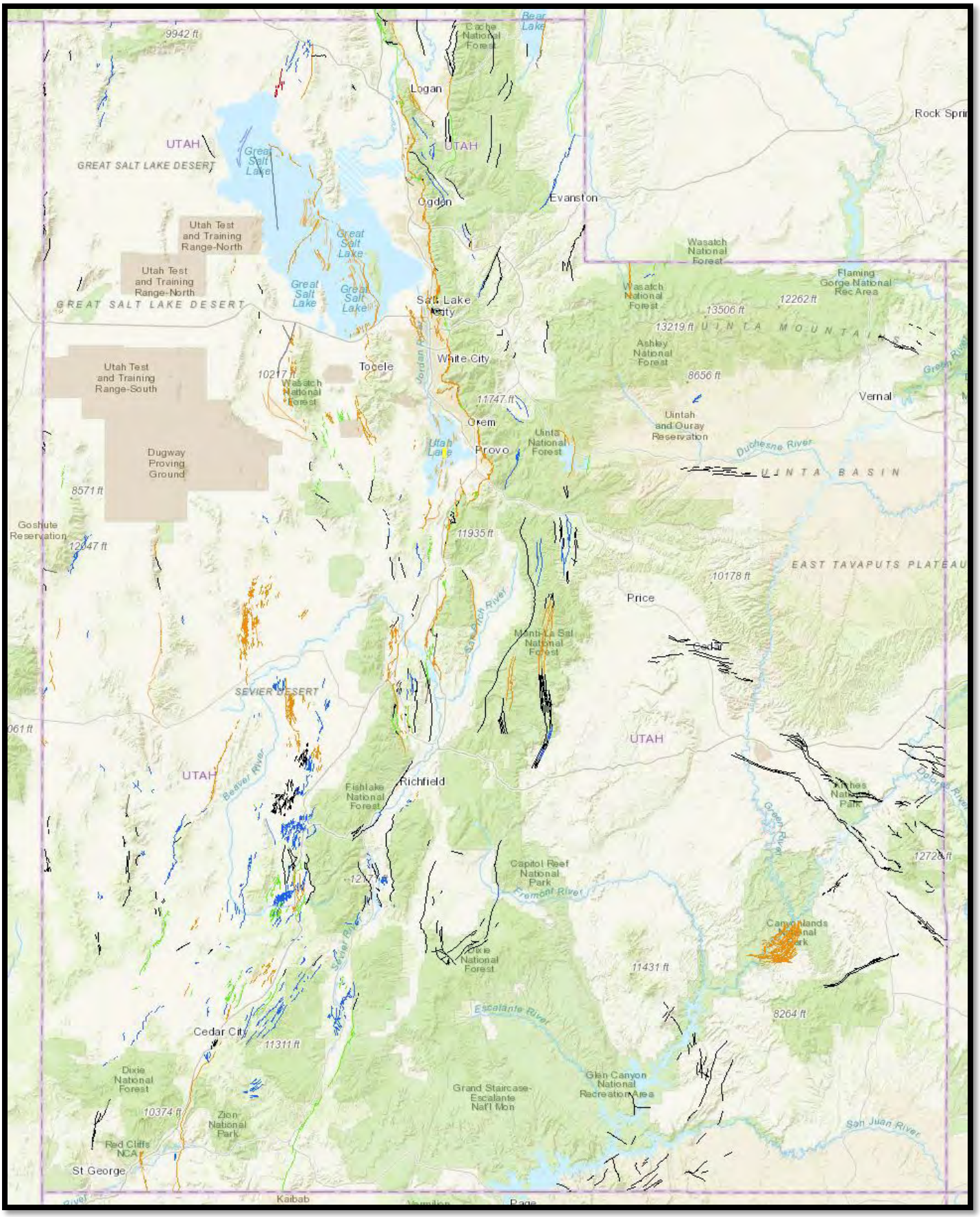
REVIEW AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

By: _____

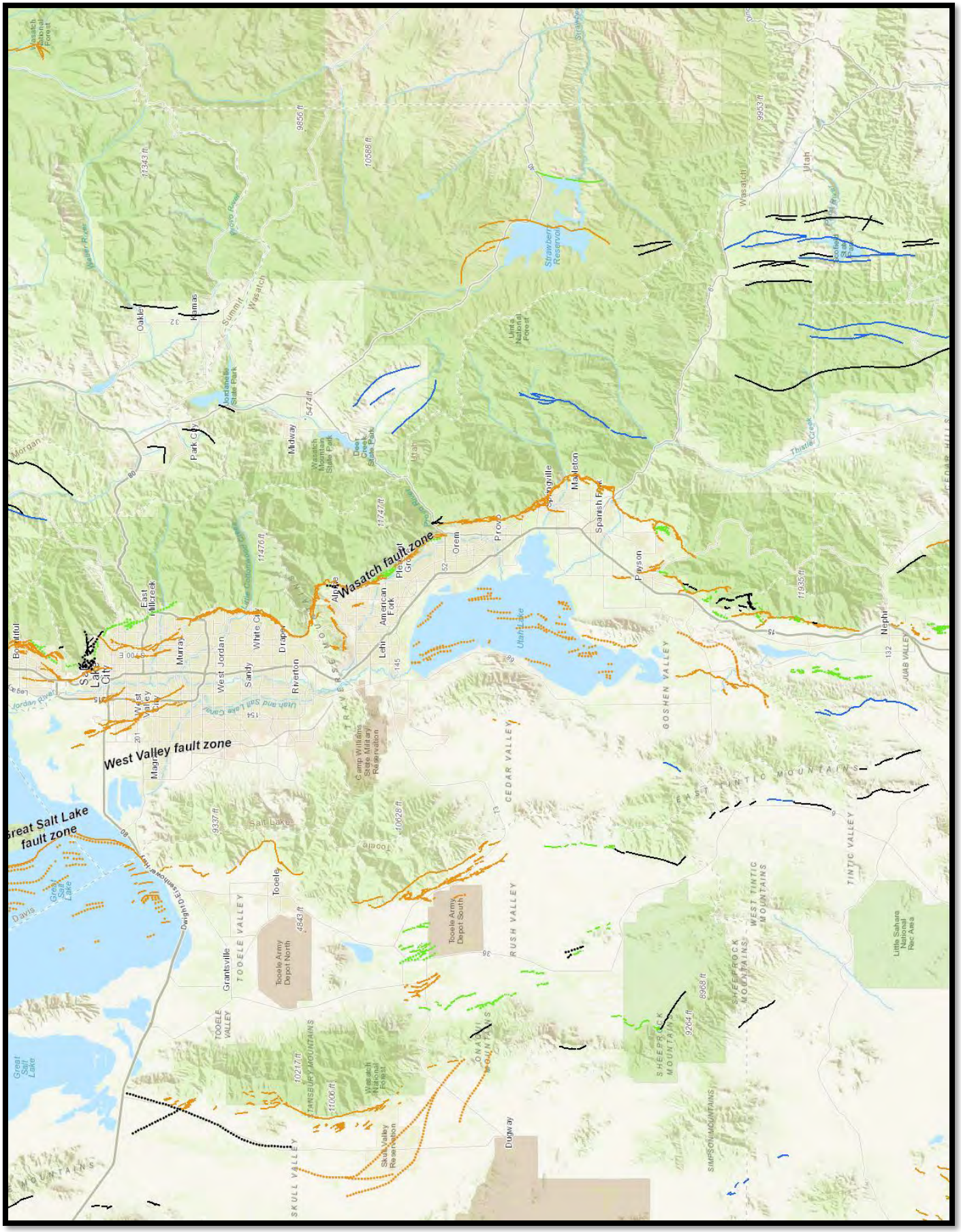
Title: City Attorney

LINDON CITY Seal UTAH COUNTY UTAH

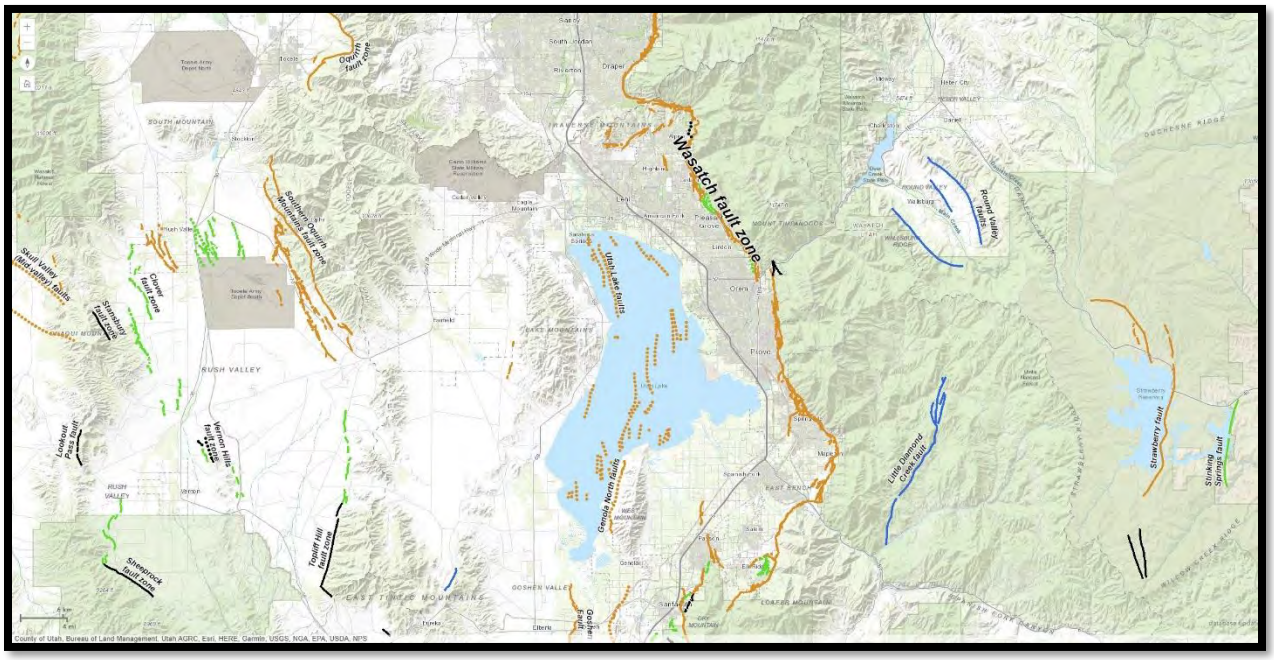
APPENDIX C: MAPS



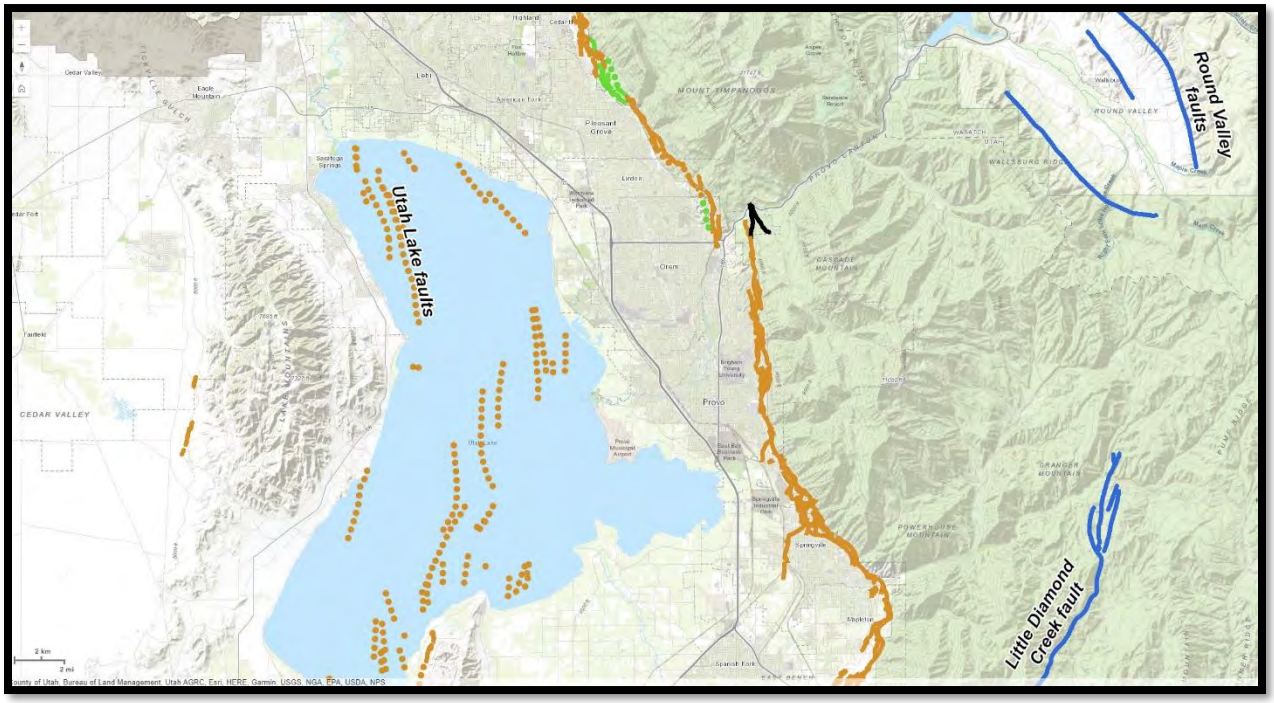
Utah Quarternary Fault & Fold Map, Statewide: https://geology.utah.gov/apps/qfaults/index.html



Utah Quaternary Fault & Fold Map, Bountiful to Nephi: https://geology.utah.gov/apps/qfaults/index.html

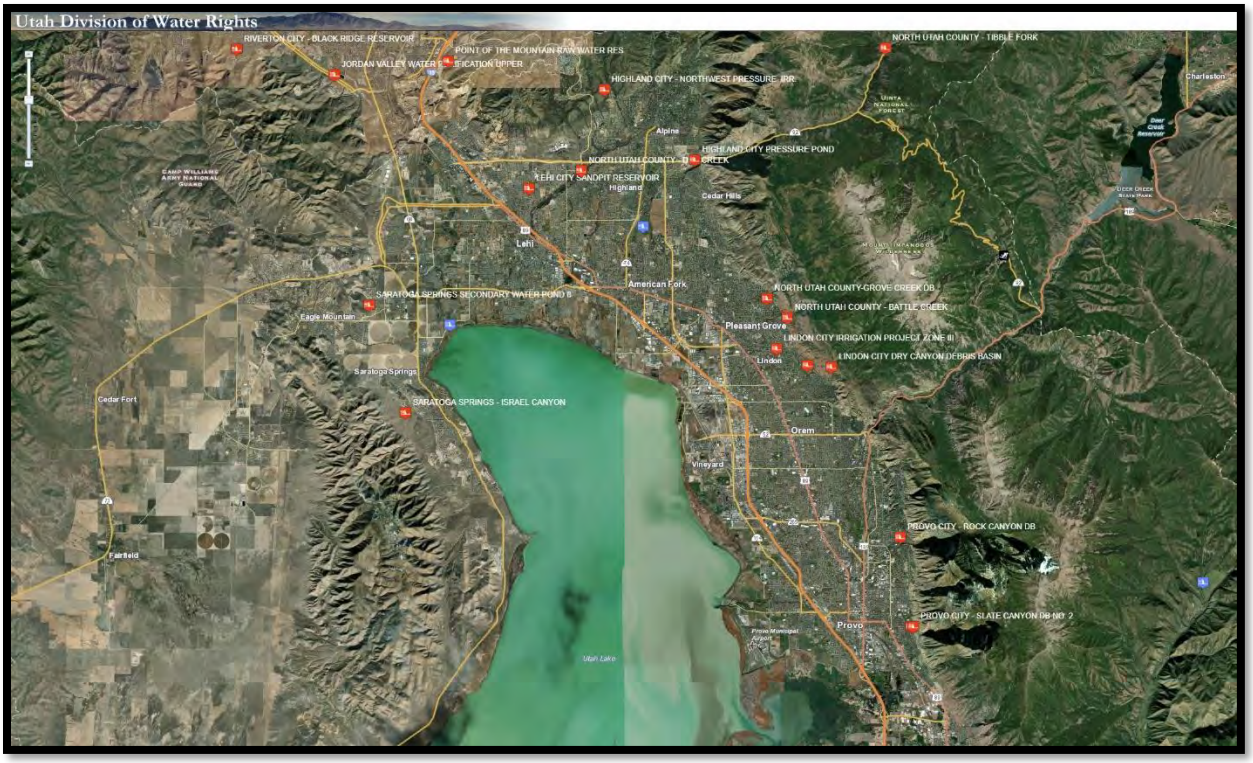


Utah Quaternary Fault & Fold Map, Sandy to Santaquin: https://geology.utah.gov/apps/qfaults/index.html

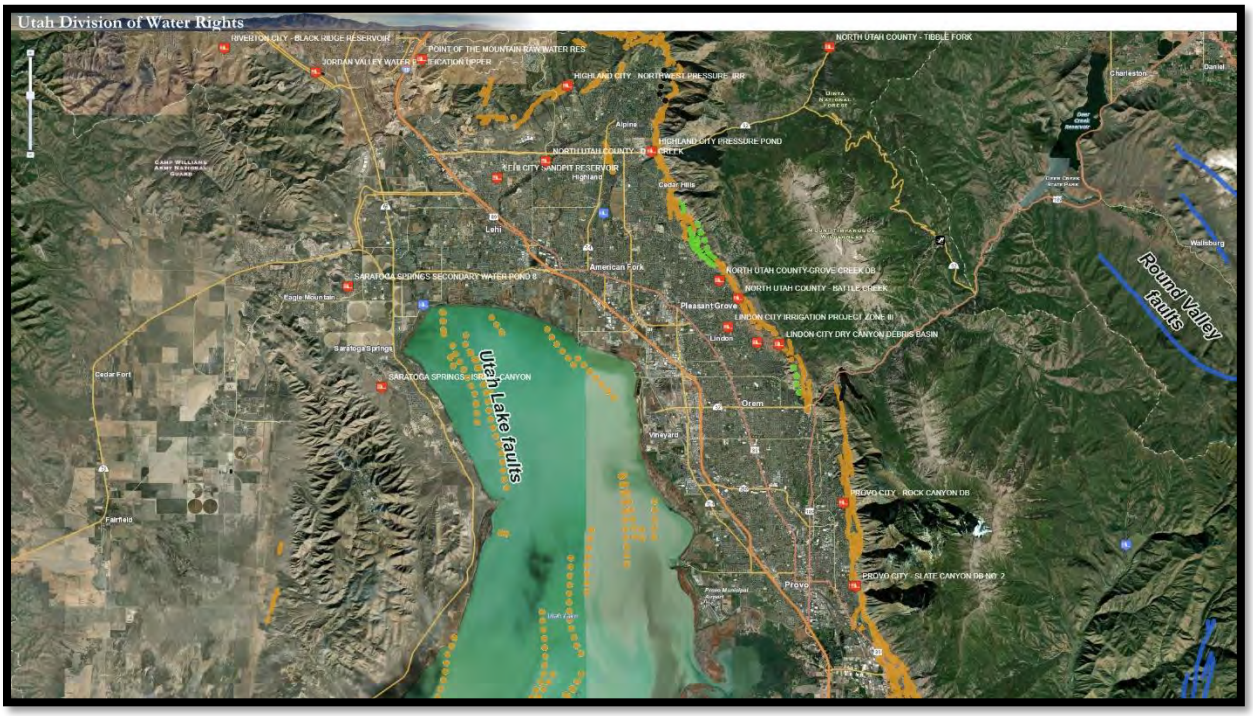


Utah Quaternary Fault & Fold Map, Cedar Hills to Mapleton: https://geology.utah.gov/apps/qfaults/index.html

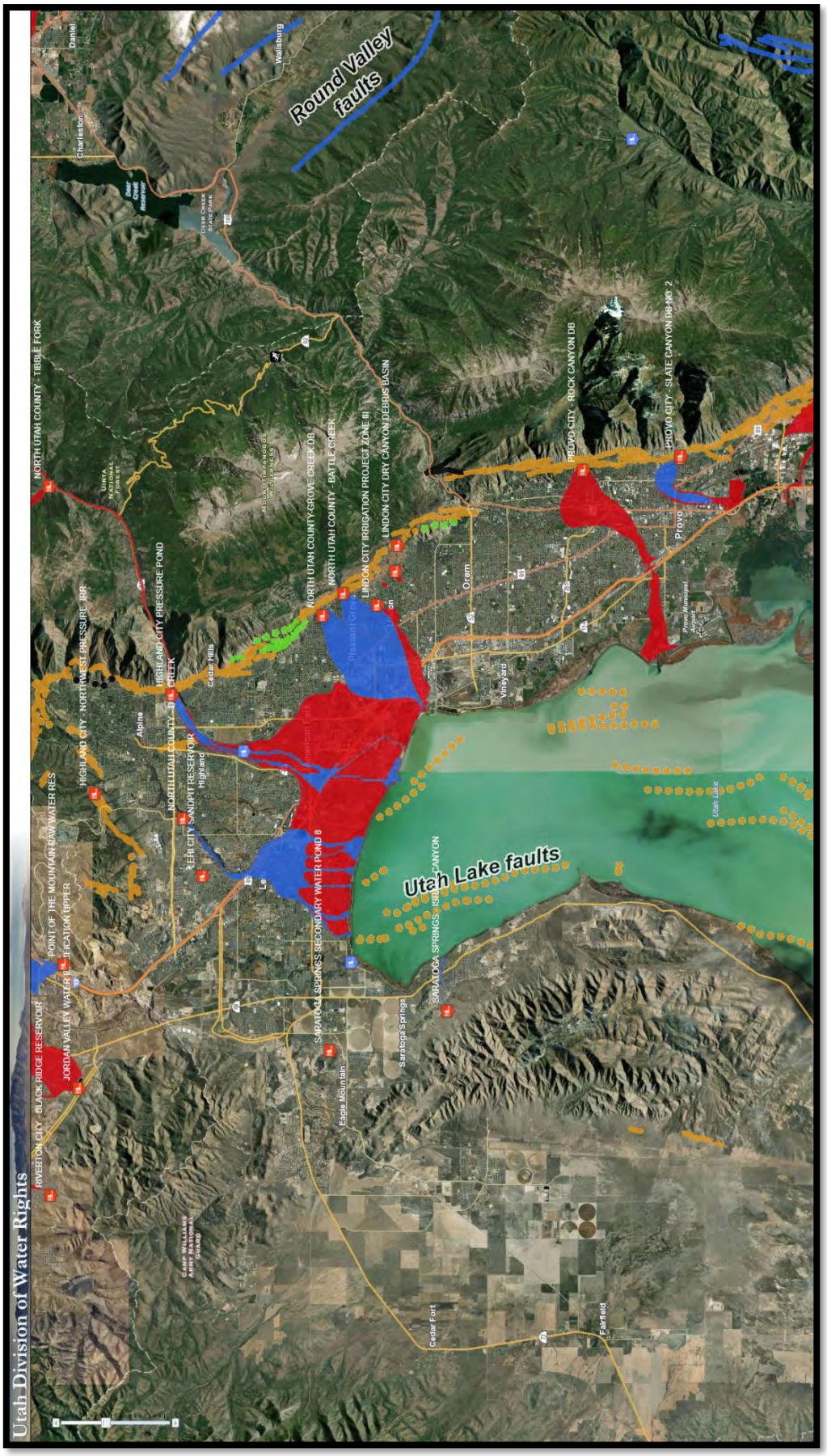
Utah Quaternary Fault & Fold Map, Lindon, South Pleasant Grove, North Orem:
https://geology.utah.gov/apps/qfaults/index.html



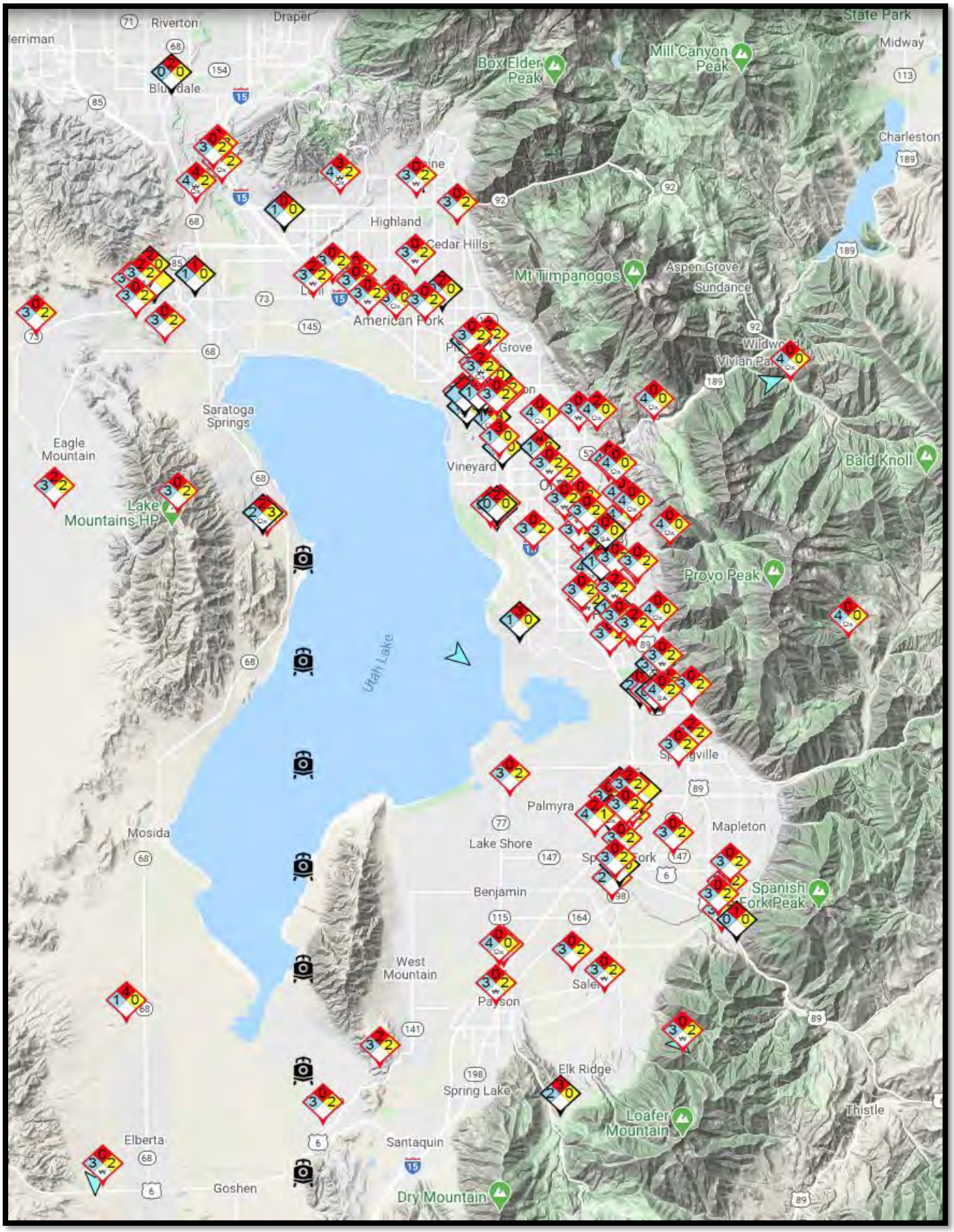
Moderate and High Hazard Dams:
https://maps.waterrights.utah.gov/EsriMap/map.asp?layersToAdd=Dams



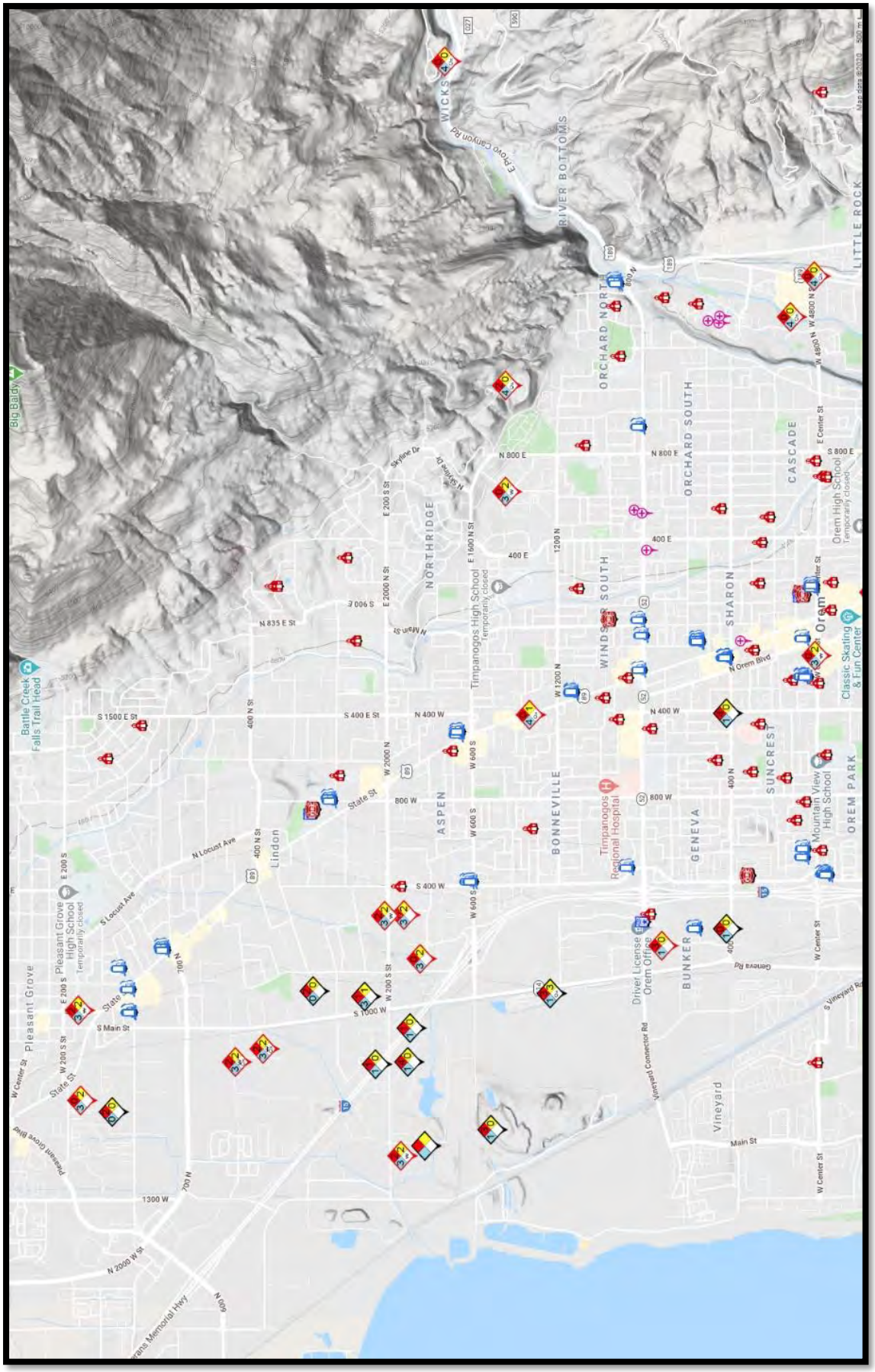
Moderate and High Hazard Dams Overlaid with Quaternary Faults:
https://maps.waterrights.utah.gov/EsriMap/map.asp?layersToAdd=Dams



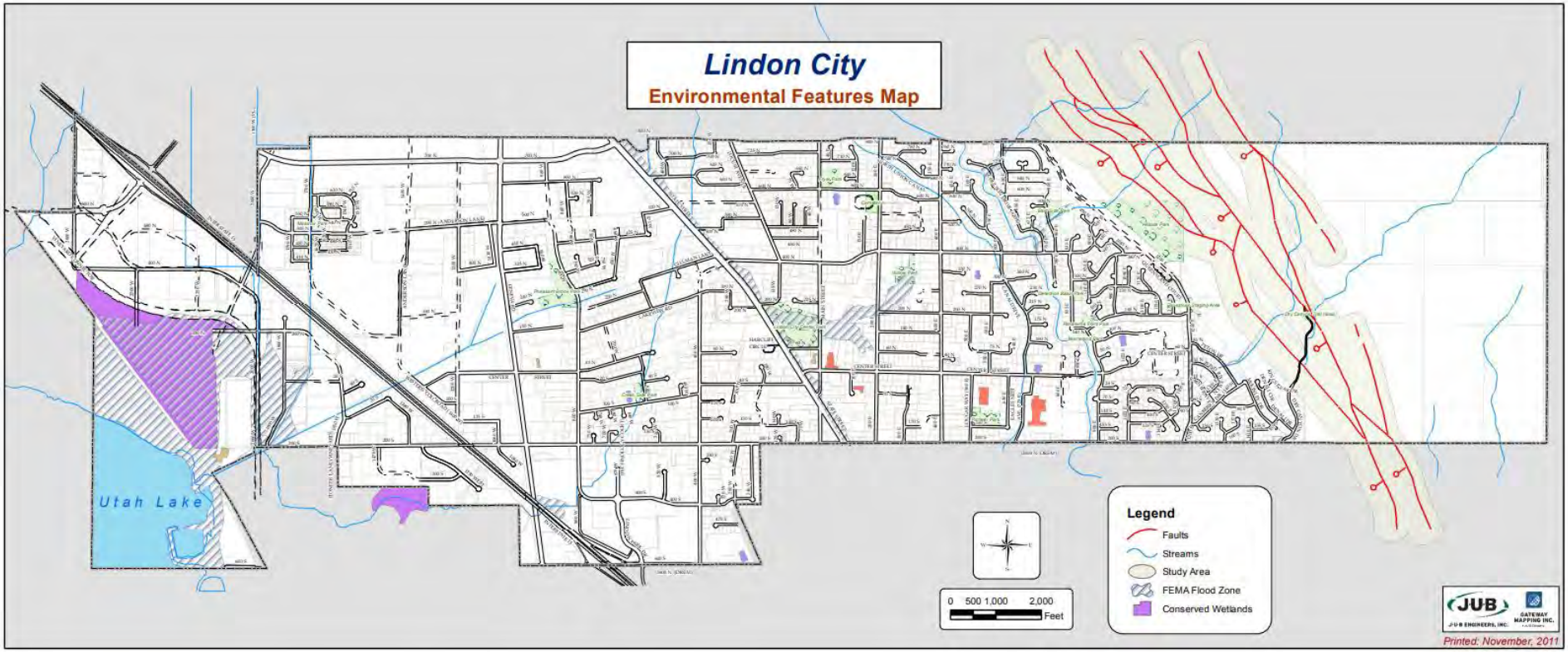
Moderate and High Hazard Dams Overlaid with Quaternary Faults and Dam Failure:
https://maps.waterrights.utah.gov/EsriMap/map.asp?layersToAdd=Dams

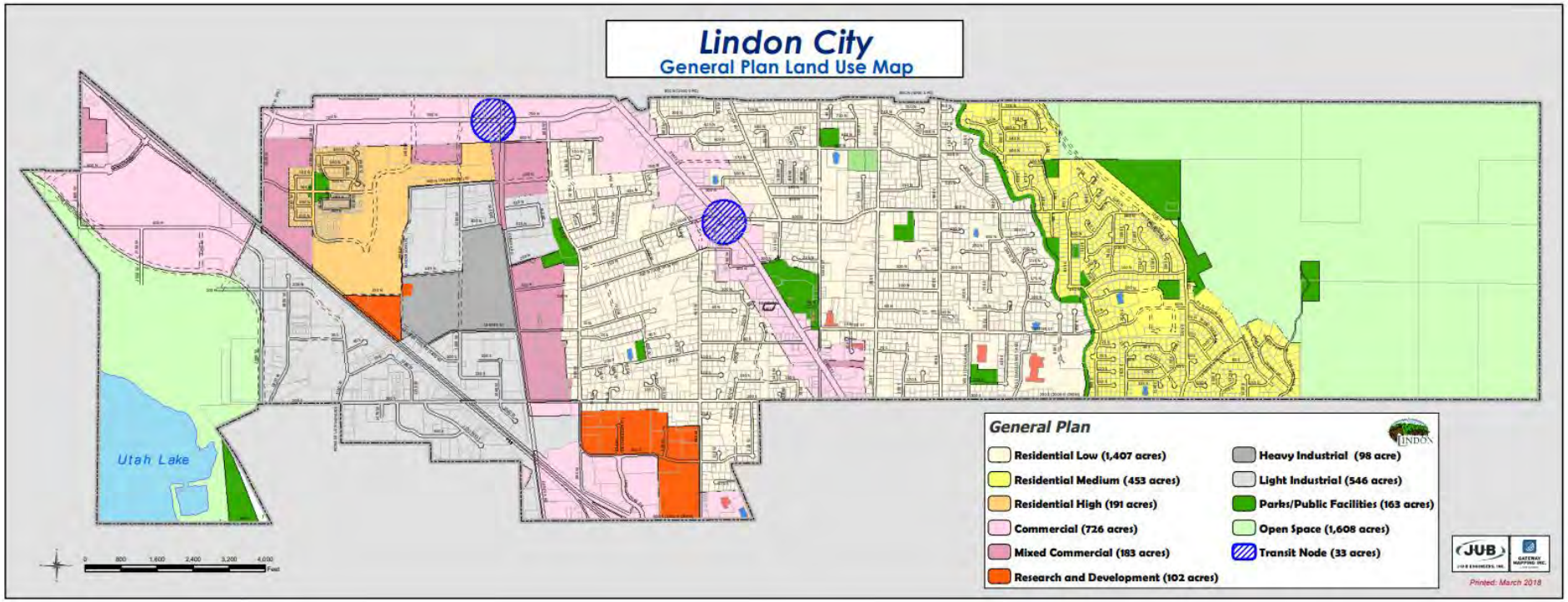


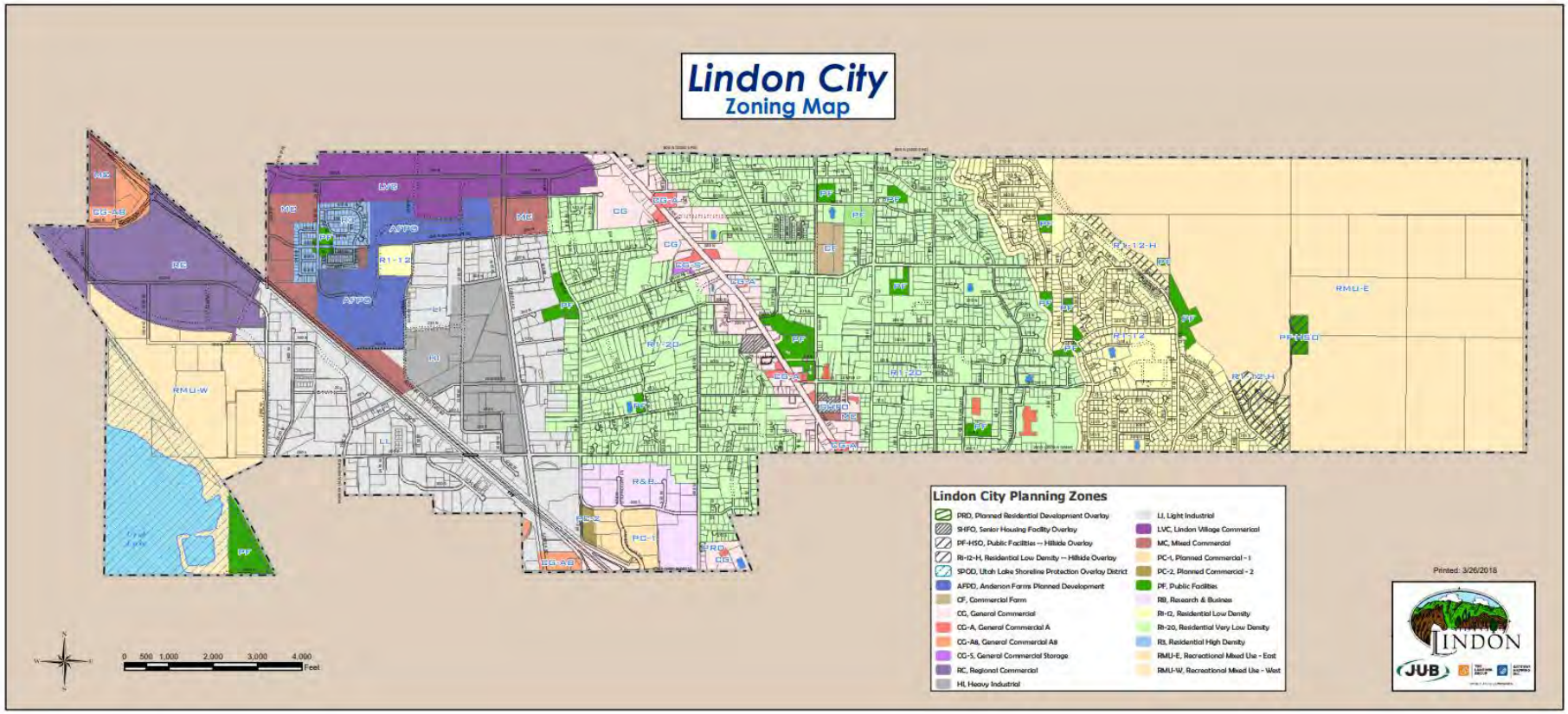
Tier II Hazardous Materials, Utah County:
https://peacweb.aristatek.com/login.aspx



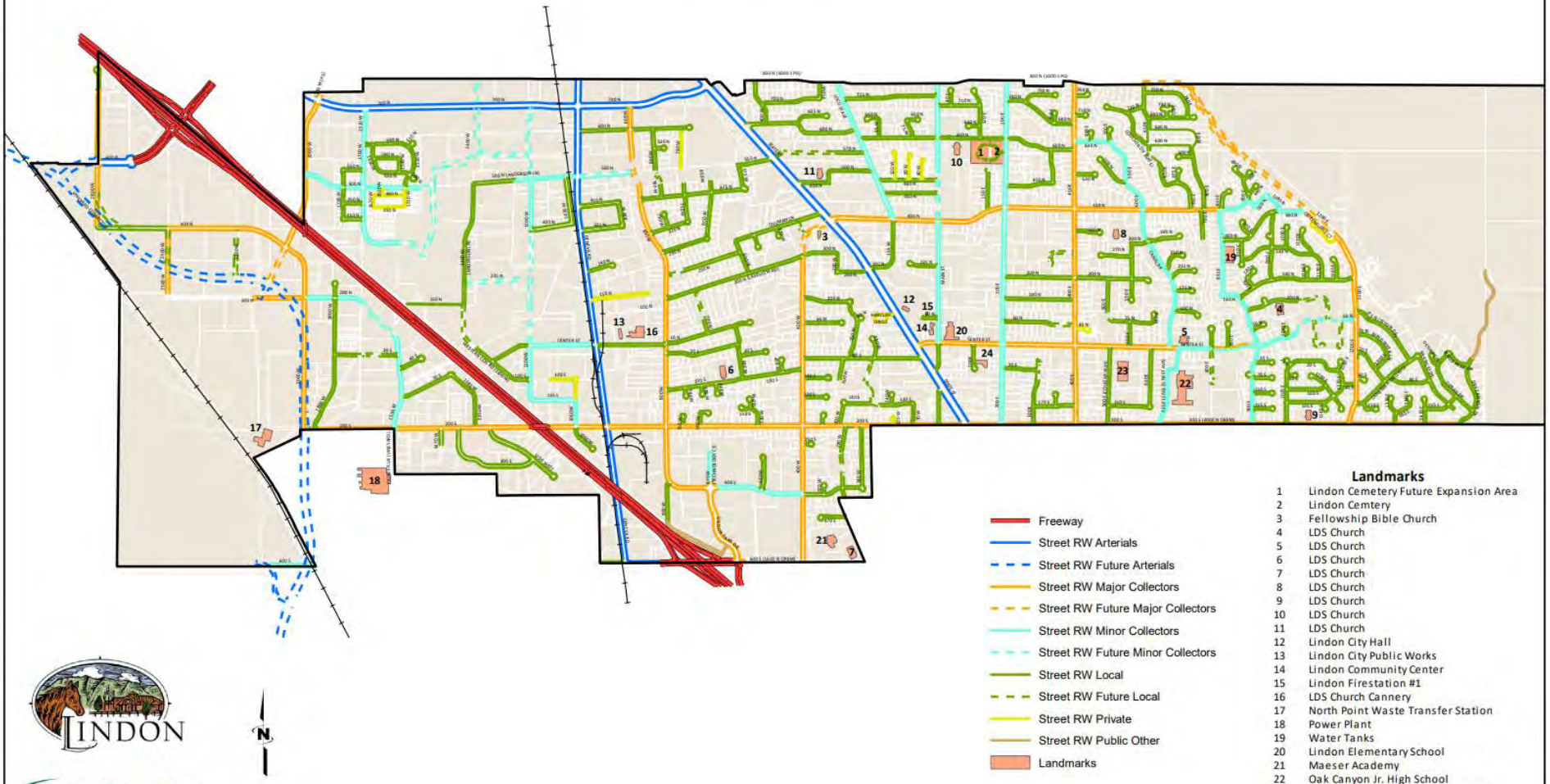
Tier II Hazardous Materials, Schools, and Gas Stations—Lindon, South Pleasant Grove, North Orem: https://peacweb.aristatek.com/login.aspx


Lindon City
Environmental Features Map
Utah Lake
0 500 1,000 2,000
Feet
Legend
Faults
Streams
Study Area
FEMA Flood Zone
Conserved Wetlands
JUB
JUB ENGINEERS, INC.
GATEWAY MAPPING INC.
Printed: November, 2011


Lindon City
General Plan Land Use Map
Utah Lake
General Plan
Residential Low (1,407 acres)
Residential Medium (453 acres)
Residential High (191 acres)
Commercial (726 acres)
Mixed Commercial (183 acres)
Research and Development (102 acres)
Heavy Industrial (98 acre)
Light Industrial (546 acres)
Parks/Public Facilities (163 acres)
Open Space (1,608 acres)
Transit Node (33 acres)
0 800 1,600 2,400 3,200 4,000
Feet
JUB
Printed: March 2018


Lindon City
Zoning Map
Lindon City Planning Zones
PRD, Planned Residential Development Overlay
SHFO, Senior Housing Facility Overlay
PF-HSO, Public Facilities -- Hillside Overlay
R1-12-H, Residential Low Density -- Hillside Overlay
SPOD, Utah Lake Shoreline Protection Overlay District
AFPD, Anderson Farms Planned Development
CF, Commercial Farm
CG, General Commercial
CG-A, General Commercial A
CG-AB, General Commercial AB
CG-S, General Commercial Storage
RC, Regional Commercial
HI, Heavy Industrial
LI, Light Industrial
LVC, Lindon Village Commerical
MC, Mixed Commerdial
PC-1, Planned Commercial - 1
PC-2, Planned Commercial - 2
PF, Public Facilities
RB, Research & Business
R1-12, Residential Low Density
R1-20, Residential Very Low Density
R3, Residential High Density
RMU-E, Recreational Mixed Use - East
RMU-W, Recreational Mixed Use - West
Printed: 3/26/2018
LINDON
JUB
0 500 1,000 2,000 3,000 4,000 Feet

Lindon City Street Master Plan
March 2018

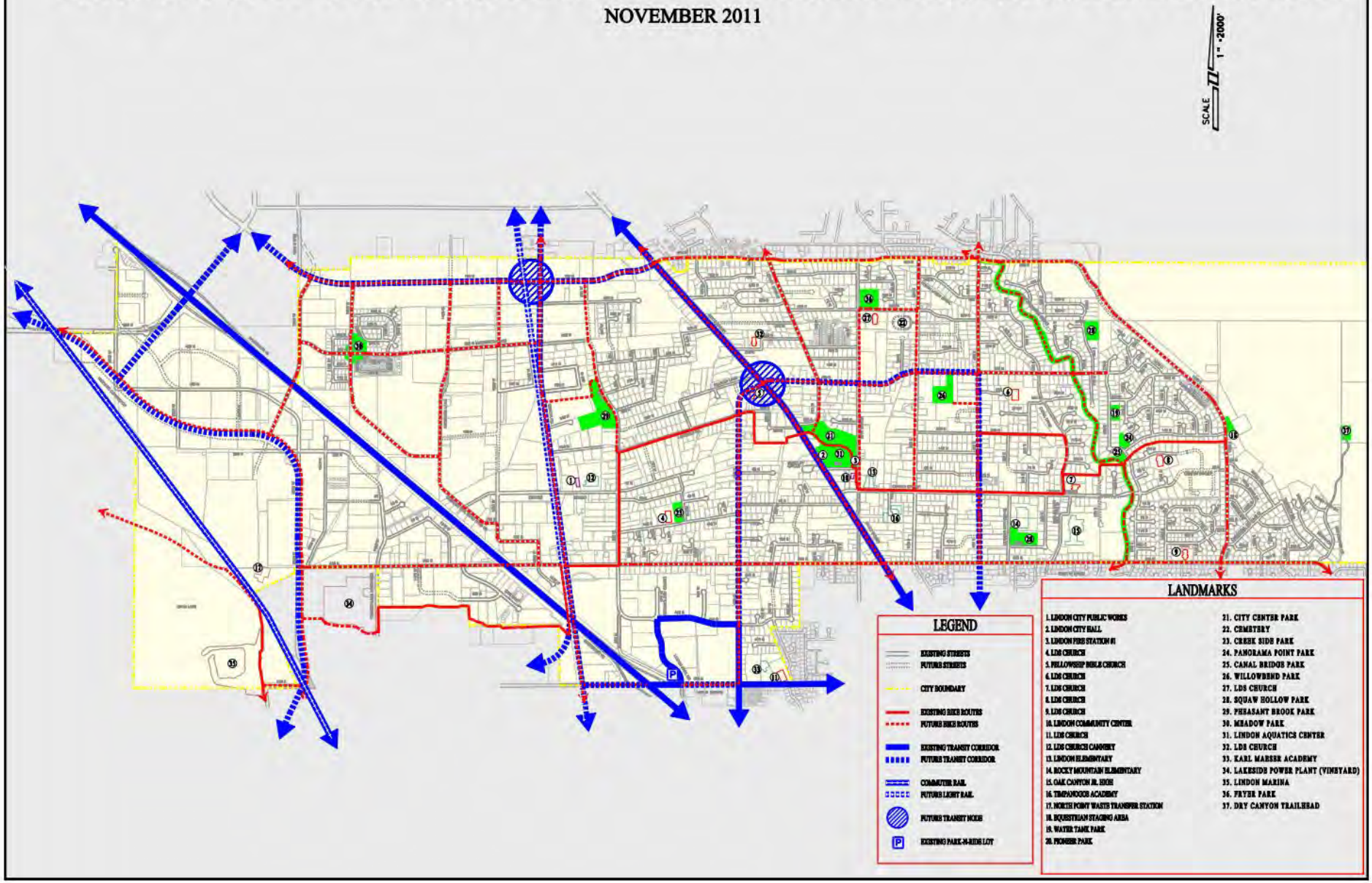


Landmarks

1 Lindon Cemetery Future Expansion Area
2 Lindon Cemtery
3 Fellowship Bible Church
4 LDS Church
5 LDS Church
6 LDS Church
7 LDS Church
8 LDS Church
9 LDS Church
10 LDS Church
11 LDS Church
12 Lindon City Hall
13 Lindon City Public Works
14 Lindon Community Center
15 Lindon Firestation #1
16 LDS Church Cannery
17 North Point Waste Transfer Station
18 Power Plant
19 Water Tanks
20 Lindon Elementary School
21 Maeser Academy
22 Oak Canyon Jr. High School
23 Rocky Mountain Elementary School
24 Timpanogos Academy

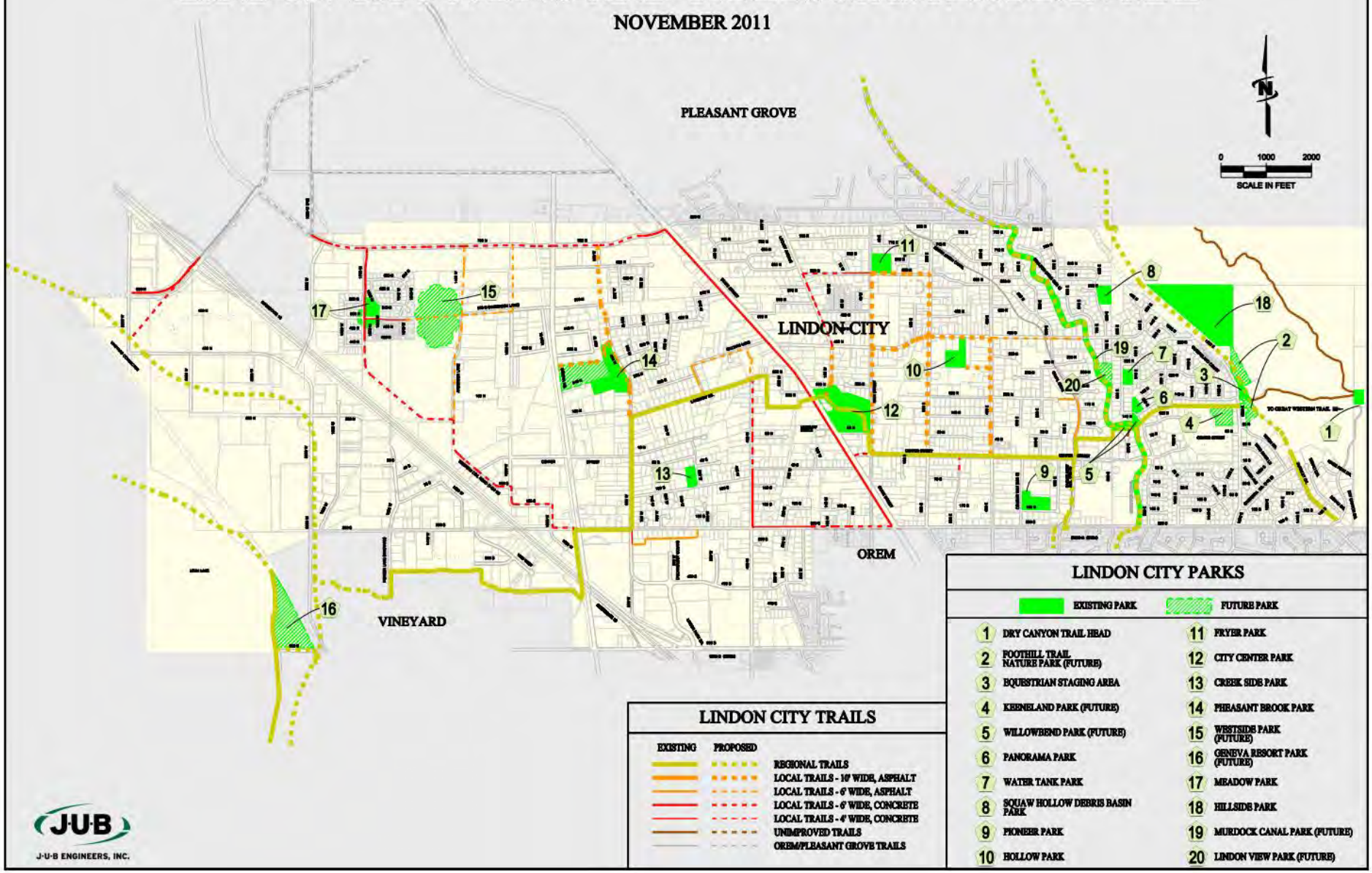
LINDON CITY ALTERNATIVE TRANSPORTATION MASTER PLAN MAP

NOVEMBER 2011



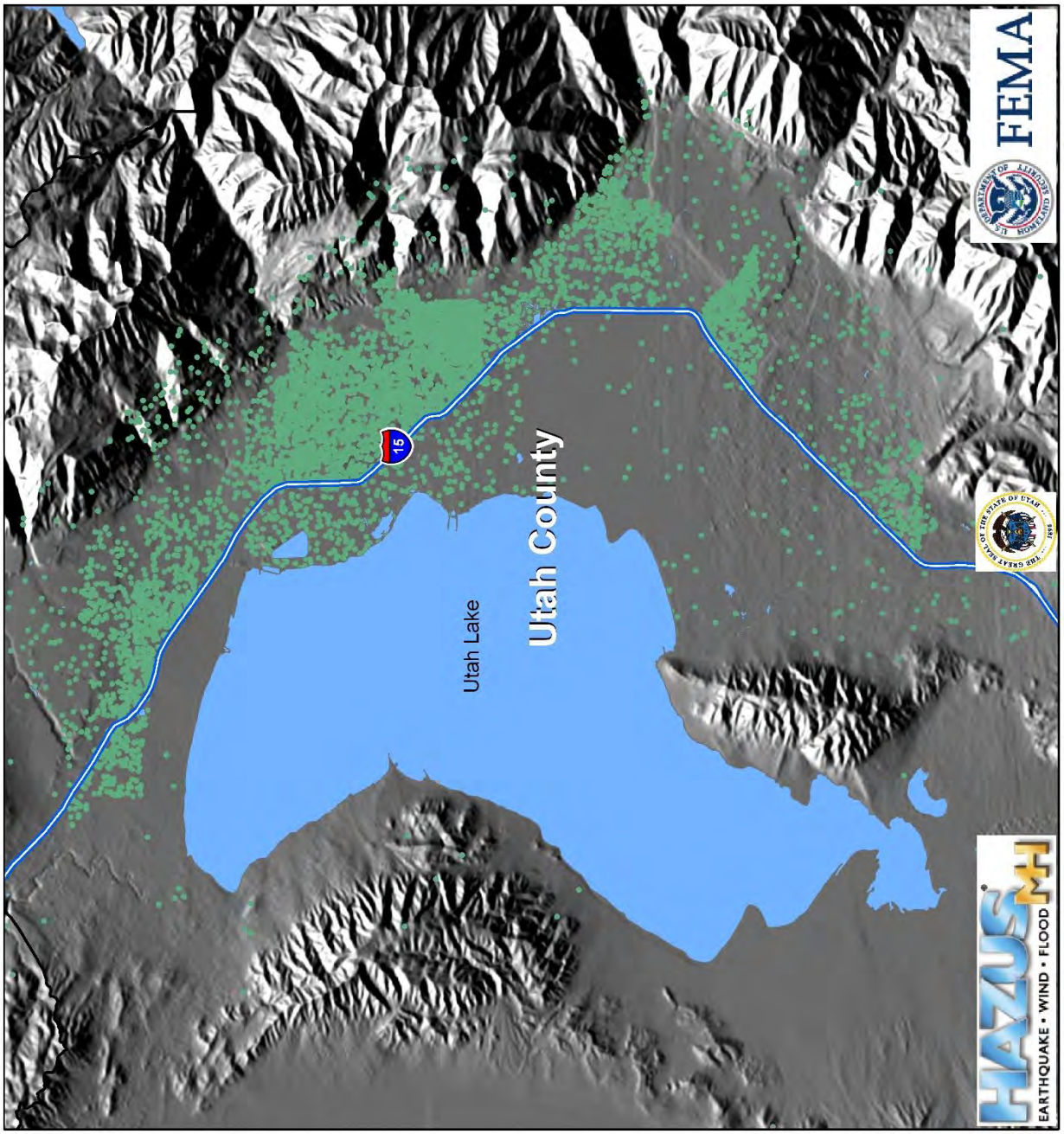
LINDON CITY PARKS AND TRAILS MASTER PLAN MAP

NOVEMBER 2011



APPENDIX D: EARTHQUAKE MODELS

Direct Building Economic Loss - Earthquake Scenario: Provo Segment



Mw 7.2 Provo Segment

1 Dot = $1,000,000

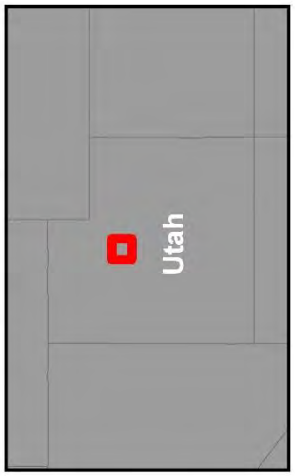
County	Total Direct Economic Loss
Carbon	$99,000
Davis	$36,290,000
Juab	$5,016,000
Morgan	$104,000
Salt Lake	$6,377,316,000
Summit	$3,266,000
Tooele	$10,879,000
Utah	$6,091,497,000
Wasatch	$6,874,000
Total	**$12,531,341,000**

*Total direct economic loss includes structural damage, non-structural damage, contents damage, inventory loss, relocation cost, income loss, rental income loss, and wage loss.

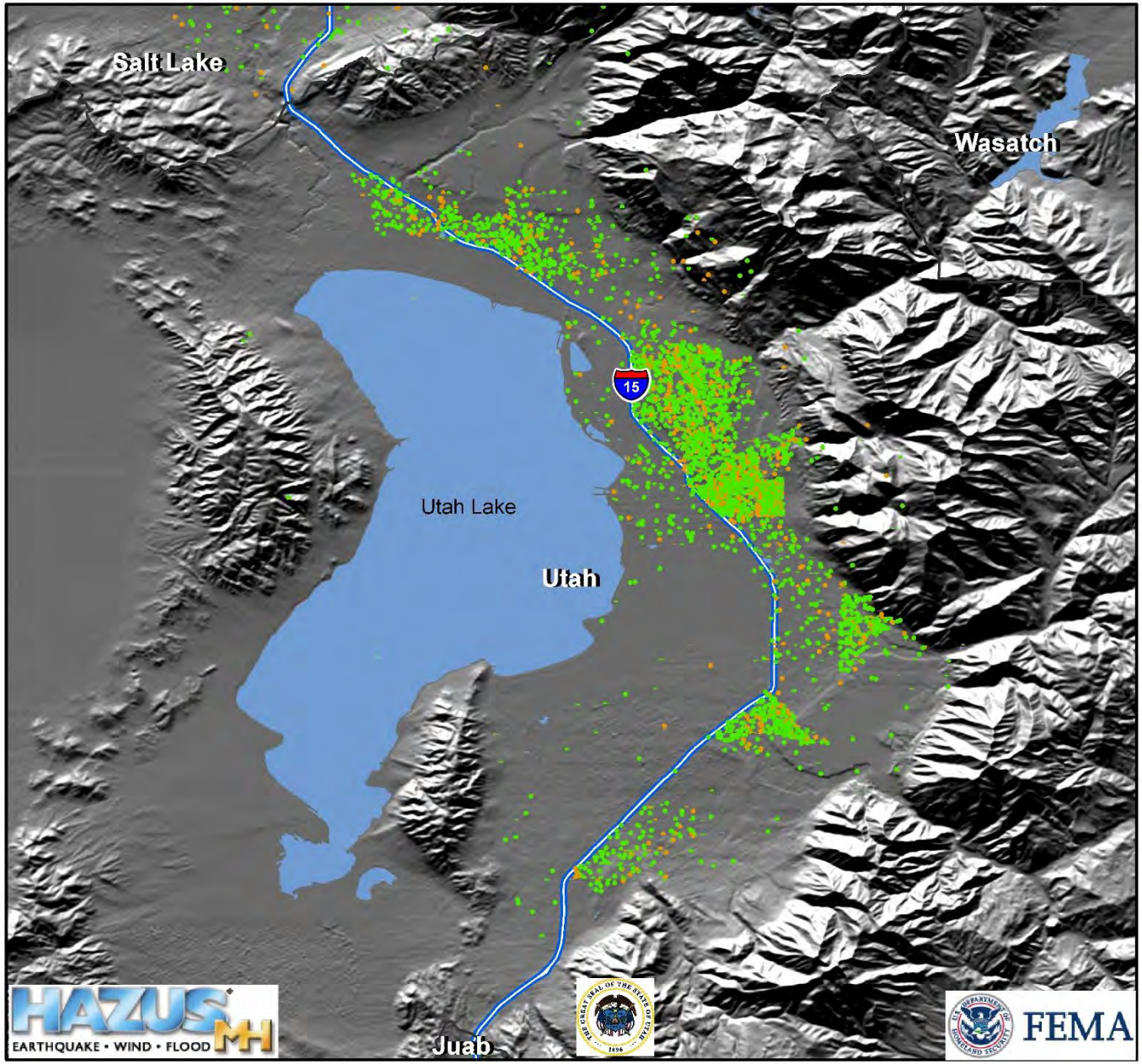
N

0 1.5 3 6 Miles

12/03/07 J Rozelle
Region VIII Mitigation GIS



Estimated Displaced Households & Short-Term Public Shelter Needs - Earthquake Scenario: Provo Segment



Mw 7.2 Provo Segment

	Total #
Public Shelter Needs (Individuals)	34,284
Displaced Households	151,375

1 Dot = 10

Displaced Households

Short Term Shelter

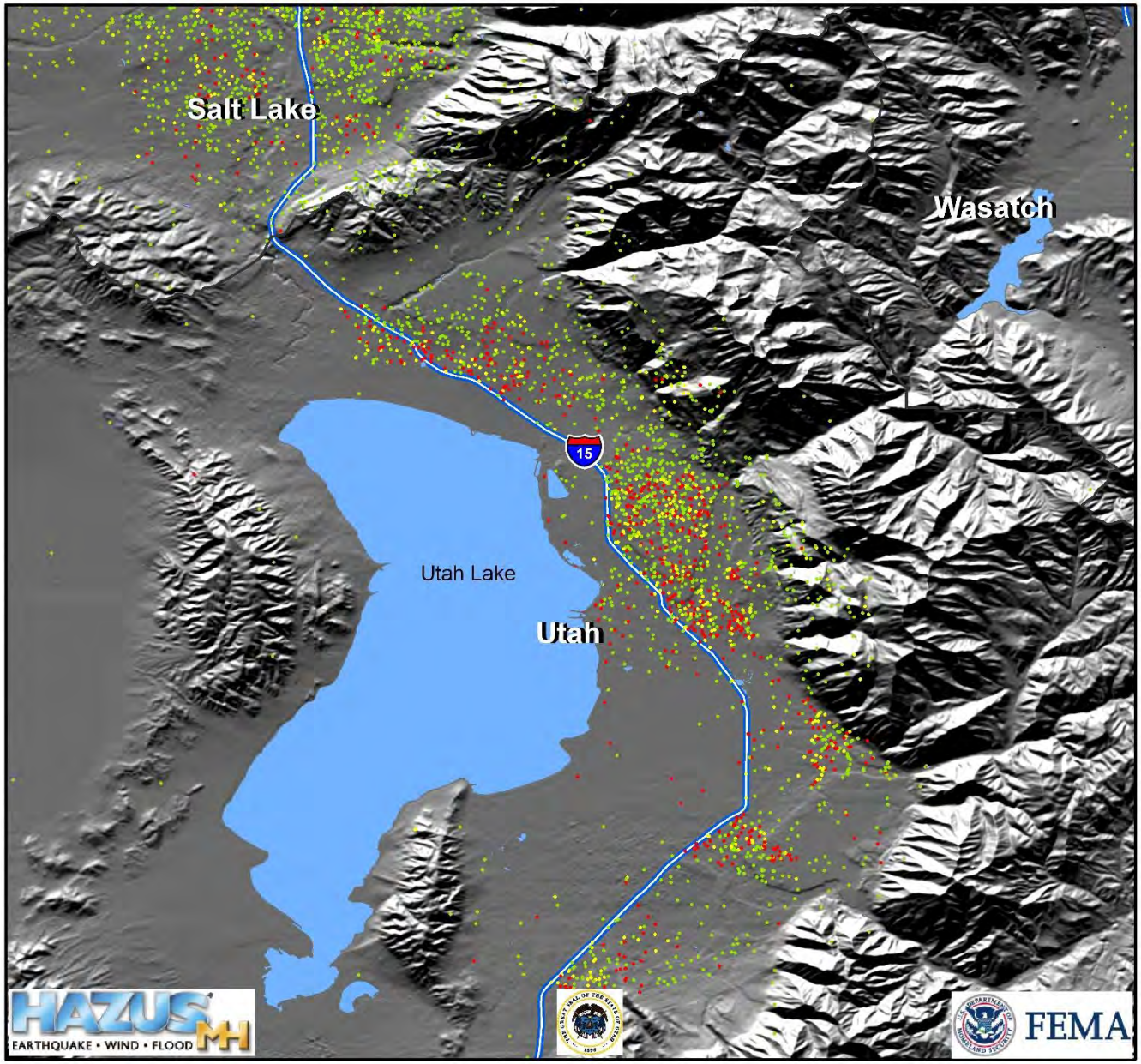
N

0 2 4 8 Miles

12/02/07 J.Rozelle
Region VIII Mitigation GIS

Location Map

Estimated Building Inspection Needs - Earthquake Scenario: Provo Segment



Mw 7.2 Provo Segment

	Estimated # of Structures	Estimated # of Inspectors Needed*
Red (Complete)	27,441	183
Yellow (Extensive)	21,535	288
Green (Slight/ Moderate)	167,848	1,119
TOTAL	**216,824**	**1,590**

*Estimated number of inspectors needed to complete inspections in 30 days.

Buildings Requiring Inspection

- 1 Dot = 30
- Red Tag (Complete Damage)
- 1 Dot = 30
- Yellow Tag (Extensive Damage)
- 1 Dot = 50
- Green Tag (Slight/Moderate Damage)

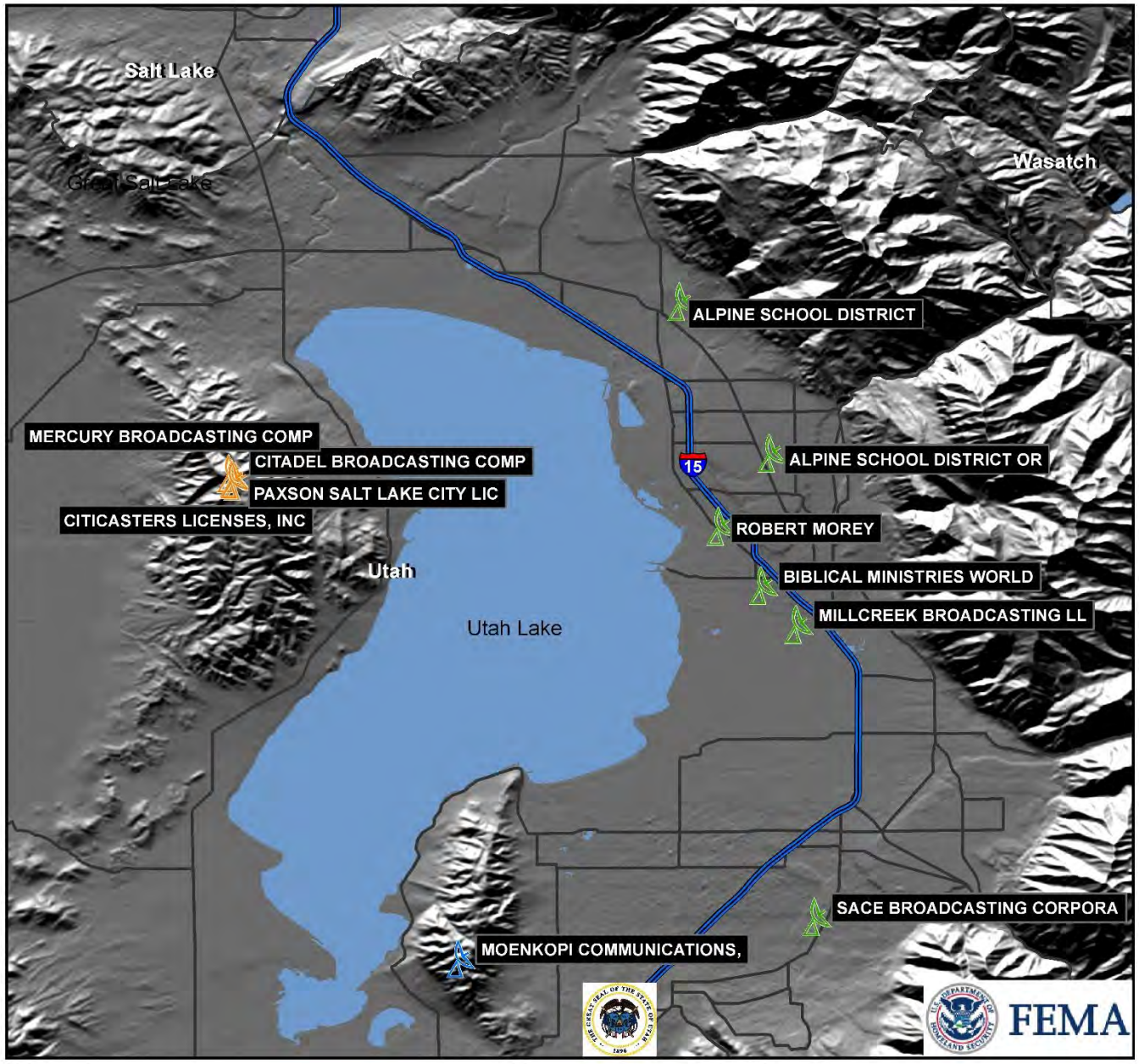
N

0 2 4 8 Miles

12/04/07 J. Rozelle
FEMA Region VIII Mitigation GIS

Location Map

Estimated Communications Facility Funcionality - Earthquake Scenario: Provo Segment



Mw 7.2 Provo Segment

Percentage of Functionality of Communications Facilities on Day 1

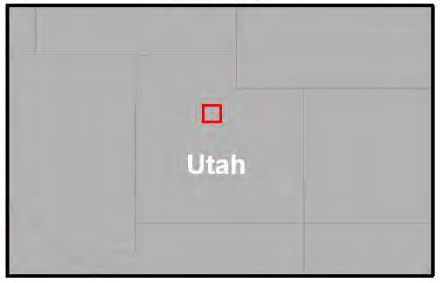
- 60 - 69%
- 69 - 77%
- 85 - 92%
- Interstate
- Major Roads

N

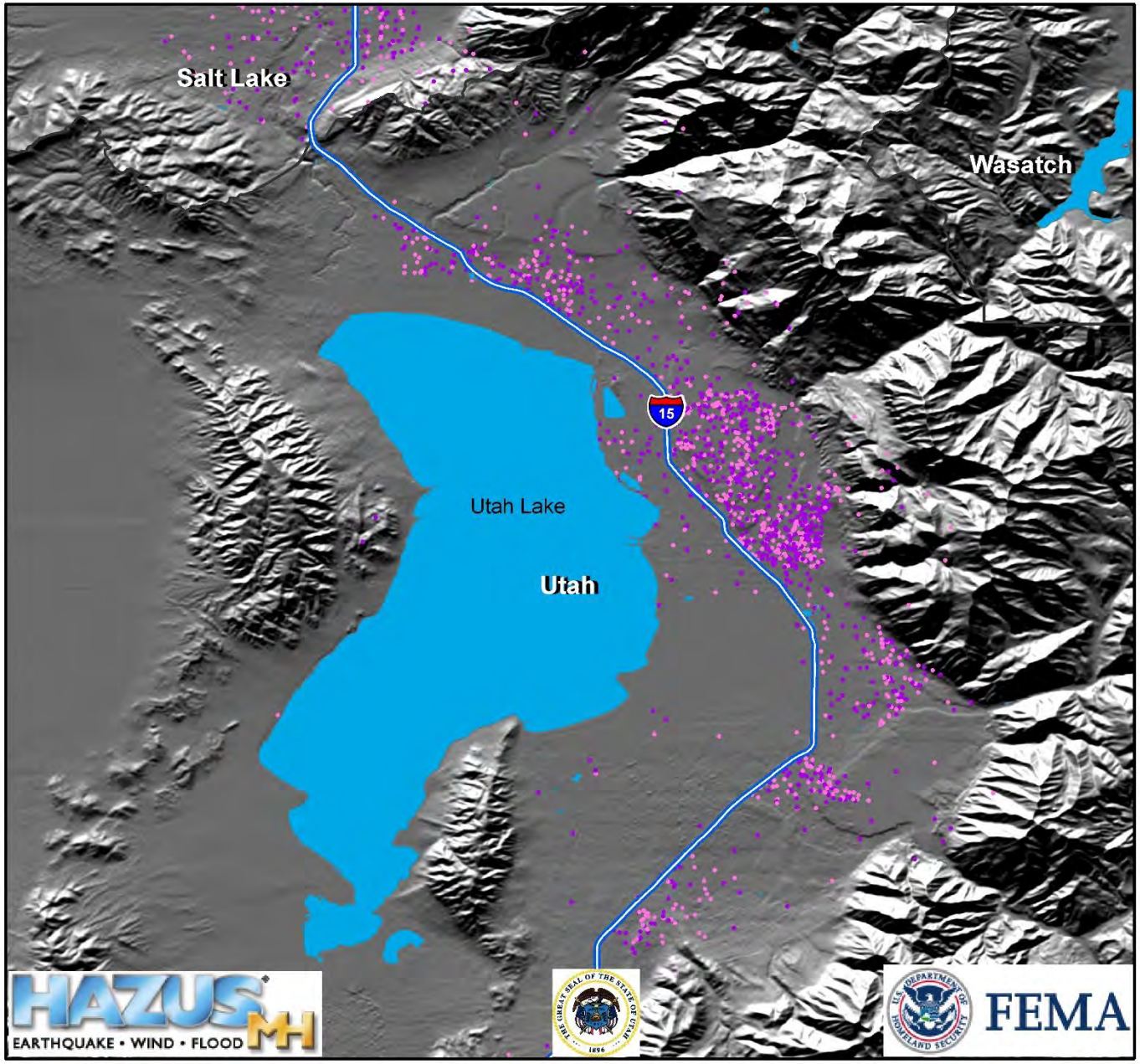
0 1 2 4 Miles

12/04/07 J.Rozelle
Region VIII Mitigation GIS

Location Map



Estimated Debris - Earthquake Scenario: Provo Segment



Mw 7.2 Provo Segment

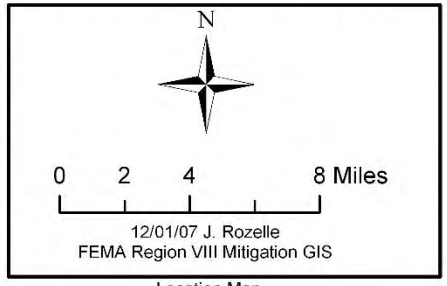
1 Dot = 3,000 Tons

Brick and Wood

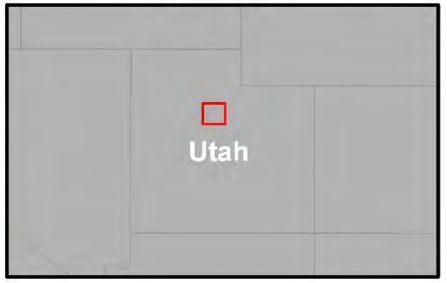
Concrete and Steel

County	Brick and Wood	Concrete and Steel	Est. Truck Loads*
Davis	24,291	4,000	1,132
Juab	3,264	1,000	171
Salt Lake	3,073,015	2,600,000	226,921
Summit	828	0	33
Tooele	8,930	1,000	397
Utah	1,916,843	2,432,000	173,954
Wasatch	5,739	1,000	270
Weber	6,919	0	277
Total	**5,039,829**	**5,039,000**	**403,153**

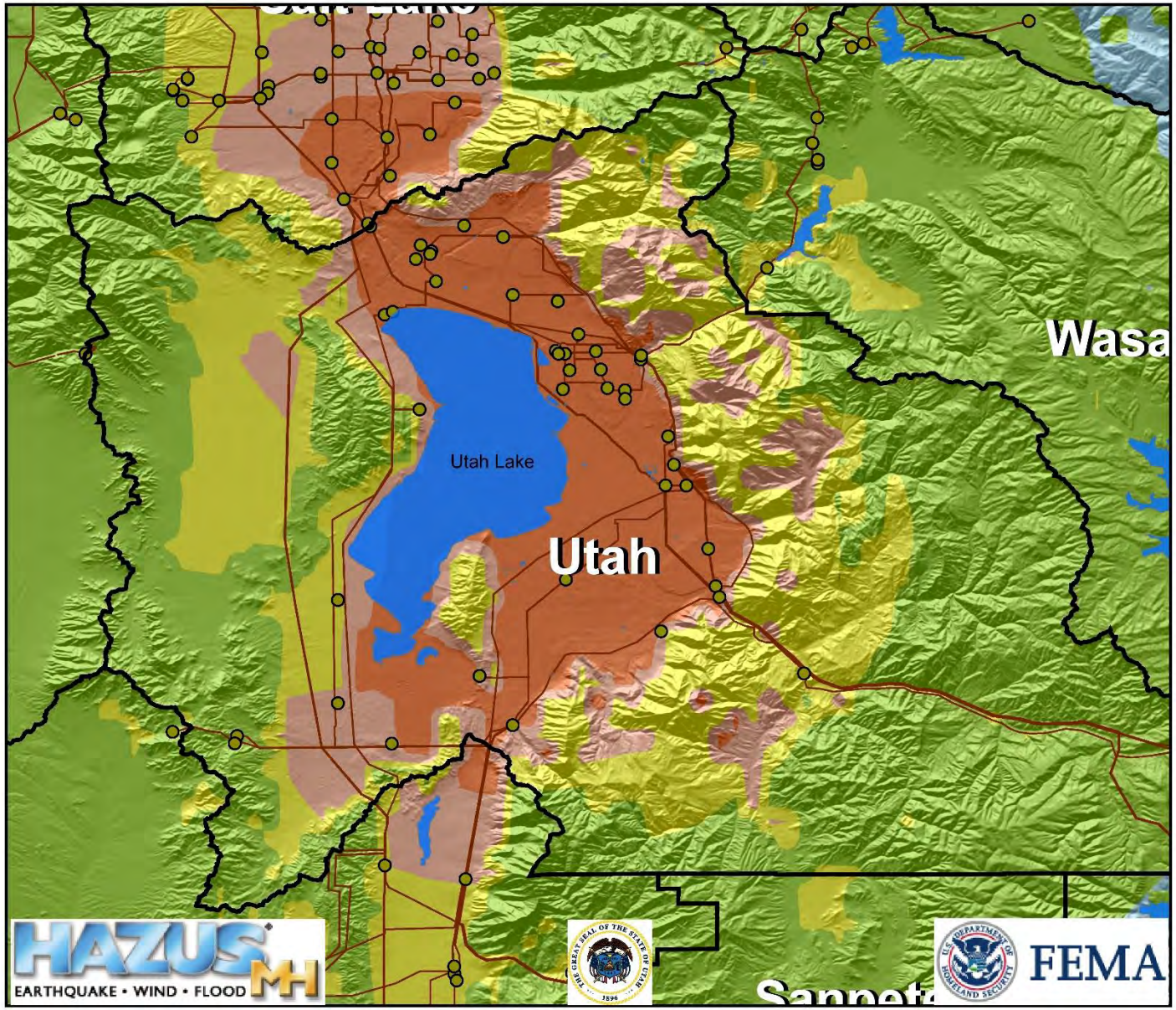
*Truck loads estimated at 25 tons per truck.



Location Map



Electrical Infrastructure - Earthquake Scenario: Provo Segment



Mw 7.2 Provo Segment

- County Boundaries
- Power Facilities
- Power Lines

Peak Ground Velocity

- <=IV Not Felt - Light
- V Moderate
- VI Strong
- VII Very Strong
- VIII Severe

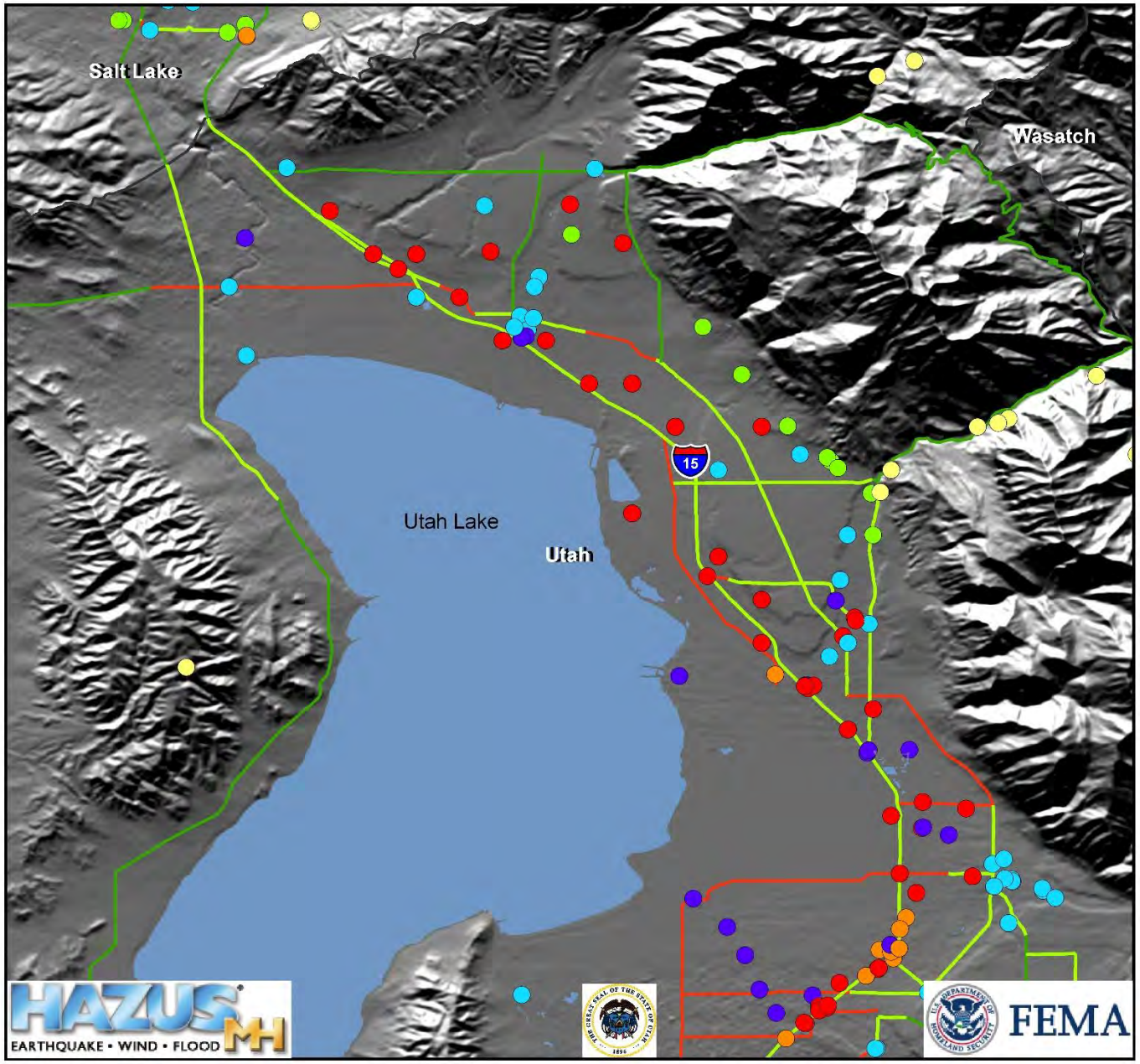
N

0 3 6 12 Miles

12/05/07 J.Rozelle
Region VIII Mitigation GIS

Location Map

Estimated Highway Infrastructure Damage - Earthquake Scenario: Provo Segment



Mw 7.2 Provo Segment

Highway Segment Damage

- < 5%
- 5 - 10%
- 10 - 17%

Damage is expressed as the percentage chance that a given highway segment will realize at least moderate damage

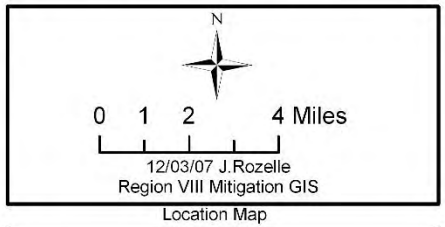
Major Roadway Bridge Damage

- 0 - 15%
- 15 - 30%
- 30 - 50%
- 50 - 65%
- 65 - 80%
- 80 - 98%

Damage is expressed as the percentage chance that a given roadway bridge will realize at least moderate damage

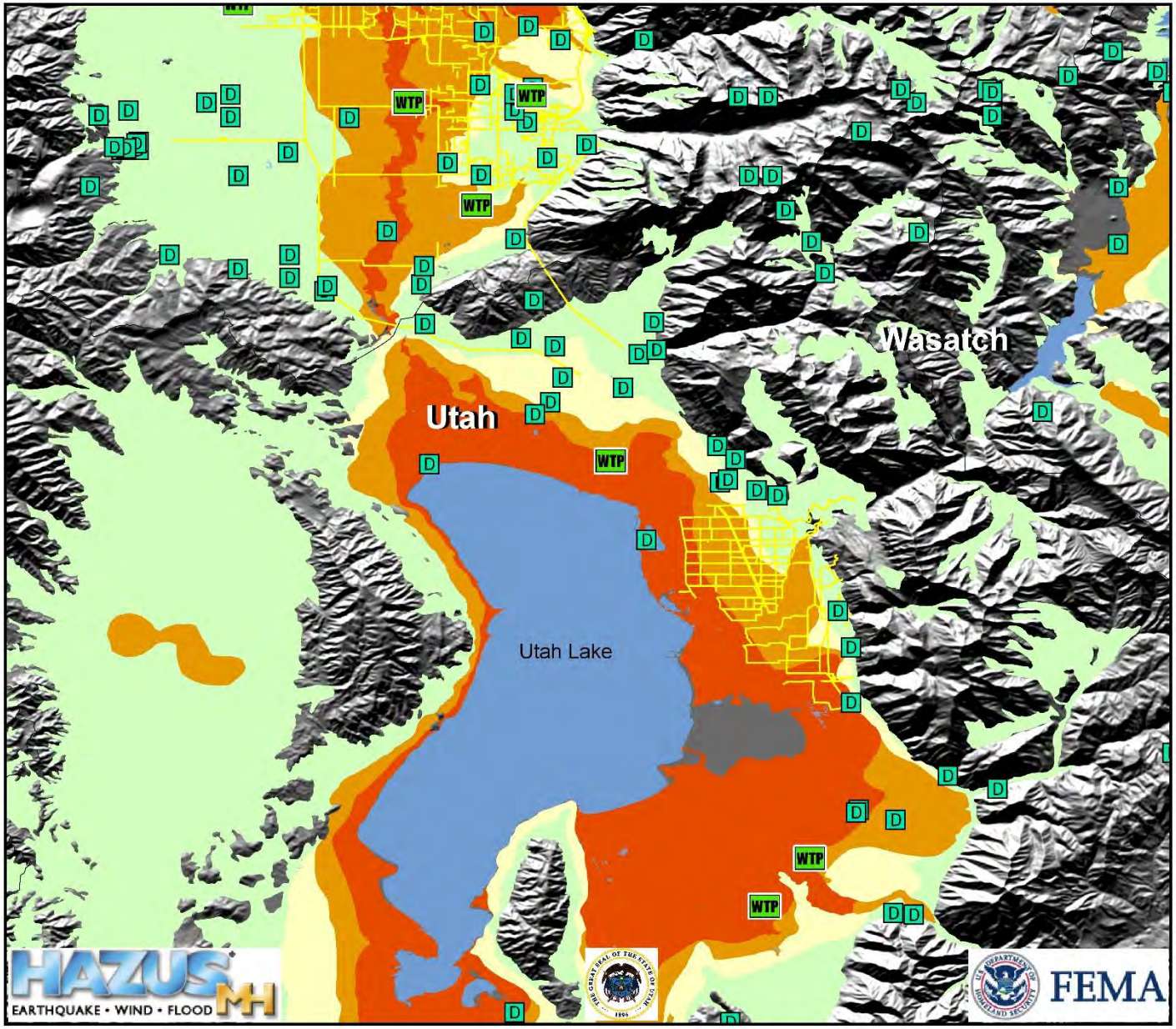
County	# of Bridges Needing Inspection	# of Bridge Engineers Needed*
Davis	2	2
Juab	12	2
Salt Lake	348	47
Tooele	2	2
Utah	284	38
Total	**648**	**91**

*2 engineers inspecting 5 bridges a day for 3 days



Location Map

Number of Households Without Potable Water - Earthquake Scenario: Provo Segment



Mw 7.2 Provo Segment

Liquefaction Susceptibility

- Very low
- Low
- Medium
- High
- Very High

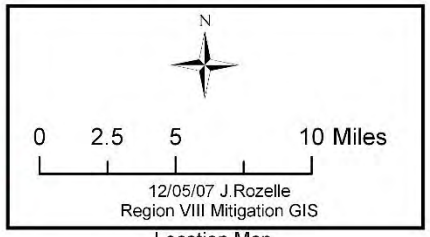
WTP Sewage Treatment Facilities

D Dams

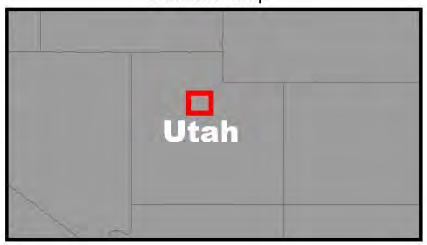
Water Distribution

County	Number of households without potable water	Daily potable water needs* (Liters per day)	Number of truckloads daily*
Salt Lake	55,387	448,635	25
Utah	31,841	257,912	15
Total	**87,228**	**706,547**	**40**

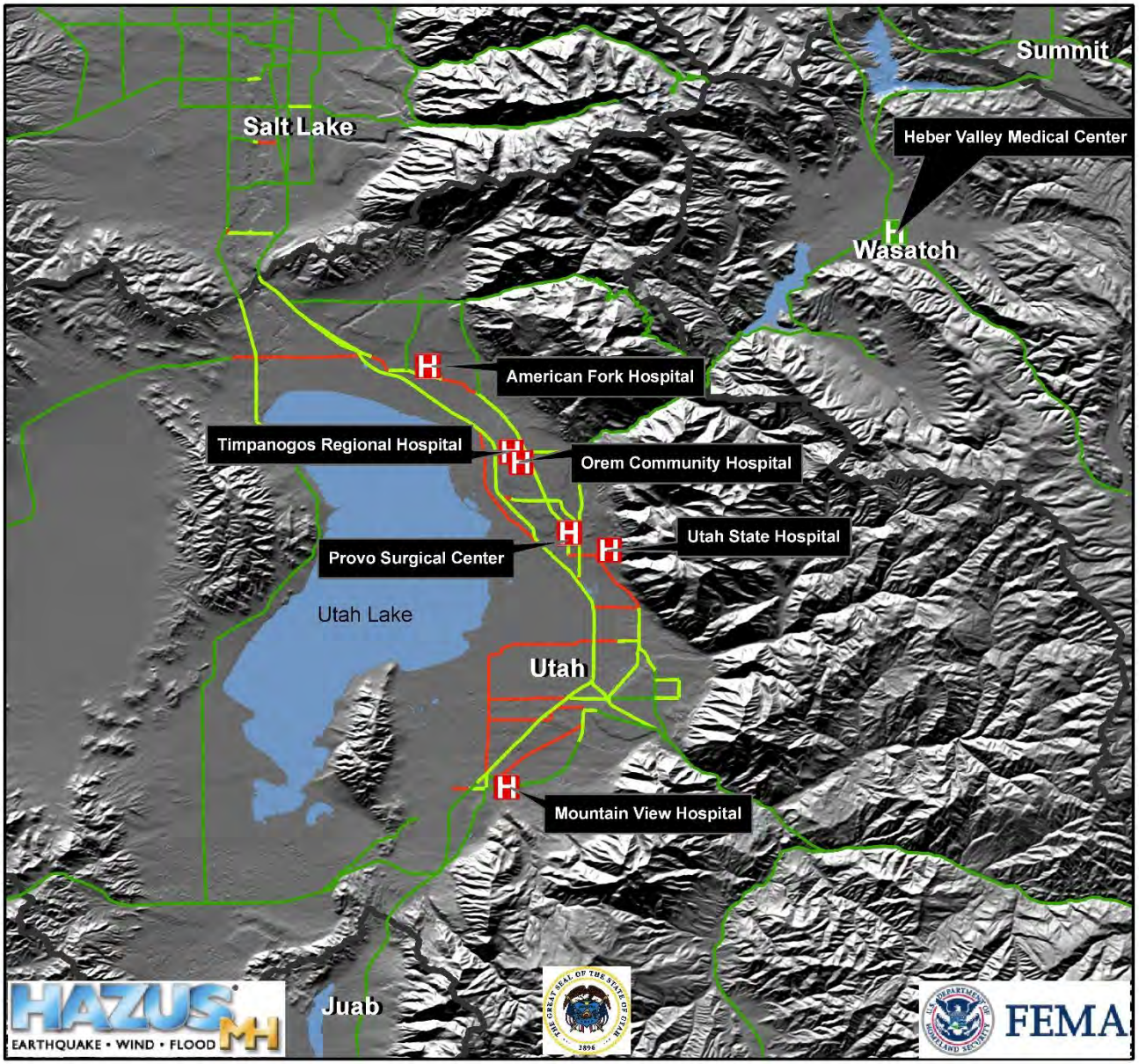
*Based on U.S. Army Corps Mission Guidebook



Location Map



Estimated Hospital Impairment and Hospital Bed Availability - Earthquake Scenario: Provo Segment



Mw 7.2 Provo Segment

Highway Segment Damage

Damage is expressed as the percentage chance that a given highway segment will realize at least moderate damage

hospitals — 5 - 10%

< 5% — 10 - 17%

Impaired Hospitals at Day1

Damage is expressed as the percentage chance that a given hospital will be functional on Day 1.

H 7 - 15%

H 80 - 99%

County	Total # of Hospital Beds	Hospital Beds Available
Box Elder	107	104
Cache	120	119
Carbon	48	48
Davis	324	317
Duchesne	42	3
Juab	19	16
Millard	40	39
Salt Lake	2,302	1,789
Sanpete	40	29
Tooele	108	105
Utah	1,044	110
Wasatch	16	15
Weber	461	461
Total	**4,671**	**3,388**

N

0 3.5 7 14 Miles

12/01/07 J.Rozelle
Region VIII Mitigation GIS

Location Map

APPENDIX E: EMERGENCY DECLARATIONS & EVACUATION ORDERS

LINDON CITY
EMERGENCY PROCLAMATION

No.____ Date _____

PROCLAMATION DECLARING A LOCAL EMERGENCY

Pursuant to UCA Sections 53-2a-208, the undersigned Mayor of Lindon City hereby declares a local emergency.

Pursuant to UCA Section 53-2a-208(3), the undersigned Mayor makes the following statements:

1. Nature of the Local Emergency

   The following damages, injury and impacts have been incurred as indicated:

   - ☐ Loss of life:_____
   - ☐ Damage to residential buildings:_____
     _____
   - ☐ Damage to commercial buildings:_____
     _____
   - ☐ Damage to City buildings:_____
     _____
   - ☐ Damage to streets, highways, and bridges:_____
     _____
   - ☐ Damage to culinary water infrastructure:_____
     _____
   - ☐ Damage to electric power infrastructure:_____
     _____
   - ☐ Damage to gas infrastructure:_____
     _____
   - ☐ Disease:_____
   - ☐ Ability of City police to respond:_____
   - ☐ Ability of fire district to respond:_____
   - ☐ Air pollution:_____
   - ☐ Other:_____

2. The Area or Areas That are Affected or Threatened

   - ☐ The entire City.
   - ☐ The following areas:

     _____
     _____
     _____
     _____
     _____
     _____

3. The Conditions Which Caused the Emergency
   - ☐ Earthquake beginning at approximately_____
     Estimated magnitude_____
   - ☐ Flooding beginning at approximately_____
   - ☐ Tornado beginning at approximately_____
   - ☐ High winds beginning at approximately_____
   - ☐ Hazardous material event beginning at approximately_____
   - ☐ Pandemic_____
   - ☐ Bombing_____
   - ☐ Other_____

     _____
     _____
     _____
     _____

Pursuant to UCA Section 53-2a-208(1)(b), this declaration of local emergency shall expire on _____ unless the City Council consents to its continuation. [Maximum of 30 days]

Dated this _____ day of _____, 20___ at _____.
[Time]

_____
Mayor, Lindon City

ATTEST

_____
City Recorder

53-2a-208. Local emergency -- Declarations.

(1) (a) A local emergency may be declared by proclamation of the chief executive officer of a municipality or county.

(b) A local emergency shall not be continued or renewed for a period in excess of 30 days except by or with the consent of the governing body of the municipality or county.

(c) Any order or proclamation declaring, continuing, or terminating a local emergency shall be filed promptly with the office of the clerk of the affected municipality or county.

(2) A declaration of a local emergency:

(a) constitutes an official recognition that a disaster situation exists within the affected municipality or county;

(b) provides a legal basis for requesting and obtaining mutual aid or disaster assistance from other political subdivisions or from the state or federal government;

(c) activates the response and recovery aspects of any and all applicable local disaster emergency plans; and

(d) authorizes the furnishing of aid and assistance in relation to the proclamation.

(3) A local emergency proclamation issued under this section shall state:

(a) the nature of the local emergency;

(b) the area or areas that are affected or threatened; and

(c) the conditions which caused the emergency.

(4) The emergency declaration process within the state shall be as follows:

(a) a city, town, or township shall declare to the county;

(b) a county shall declare to the state;

(c) the state shall declare to the federal government; and

(d) a tribe, as defined in Section **23-13-12.5**, shall declare as determined under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. Sec. 5121 et seq.

(5) Nothing in this part affects:

(a) the governor's authority to declare a state of emergency under Section **53-2a-206**; or

(b) the duties, requests, reimbursements, or other actions taken by a political subdivision participating in the state-wide mutual aid system pursuant to Title 53, Chapter 2a, Part 3, Statewide Mutual Aid Act.

Renumbered and Amended by Chapter 295, 2013 General Session

LINDON CITY EVACUATION ORDER

Date & Time:_____

Pursuant to Utah Code Ann. 53-2a-205 and Utah Code Ann. 53-2a-209, due to immediate danger of human life and property, an Evacuation Order has been issued by (*check applicable box*):

- ☐ City Mayor: _____
- ☐ Chief of Police (if Mayor unavailable): _____

Members of the Lindon City Police Department and other applicable agencies will be expediting this action.

The Evacuation Order is immediately in effect for the following areas (attach map if possible):

- _____
  _____
  _____

Those needing special assistance should call _____. This number has been established to respond to evacuation assistance requests only.

All entry into the Evacuation area is restricted. No one will be allowed to re-enter the area after _____ (time) AM/PM _____ (date).

Residents should check the following for additional information and instructions from the Incident Commander and/or Emergency Operations Center:

- Phones registered with Lindon's Emergency Notification System (Everbridge)
- Lindon City Website: www.lindoncity.org
- Social Media: Facebook: www.facebook/lindoncity ; Instagram: www.instagram.com/lindon_city
- News outlets: KSL (TV & KSL News Radio), Fox13, KUTV, Daily Herald, etc.
- Other:
  _____
  _____
- Public information will also be available from emergency service providers at the following facilities now being opened to the public for emergency housing:
  _____
  _____

The Incident Commander and/or Emergency Operations Center will advise the public of the lifting of this order when conditions warrant and public safety is assured.

YOU MUST LEAVE THE AREA IMMEDIATELY

For more information contact the following Local Authority:

_____

_____

LINDON CITY CORPORATION

_____
Signature of Mayor / Chief of Police

53-2a-205. Authority of chief executive officers of political subdivisions -- Ordering of evacuations.

(1) (a) In order to protect life and property when a state of emergency or local emergency has been declared, the chief executive officer of each political subdivision of the state is authorized to:

(i) carry out, in the chief executive officer's jurisdiction, the measures as may be ordered by the governor under this part; and

(ii) take any additional measures the chief executive officer may consider necessary, subject to the limitations and provisions of this part.

(b) The chief executive officer may not take an action that is inconsistent with any order, rule, regulation, or action of the governor.

(2) When a state of emergency or local emergency is declared, the authority of the chief executive officer includes:

(a) utilizing all available resources of the political subdivision as reasonably necessary to manage a state of emergency or local emergency;

(b) employing measures and giving direction to local officers and agencies which are reasonable and necessary for the purpose of securing compliance with the provisions of this part and with orders, rules, and regulations made under this part;

(c) if necessary for the preservation of life, issuing an order for the evacuation of all or part of the population from any stricken or threatened area within the political subdivision;

(d) recommending routes, modes of transportation, and destinations in relation to an evacuation;

(e) suspending or limiting the sale, dispensing, or transportation of alcoholic beverages, explosives, and combustibles in relation to an evacuation, except that the chief executive officer may not restrict the lawful bearing of arms;

(f) controlling ingress and egress to and from a disaster area, controlling the movement of persons within a disaster area, and ordering the occupancy or evacuation of premises in a disaster area;

(g) clearing or removing debris or wreckage that may threaten public health, public safety, or private property from publicly or privately owned land or waters, except that where there is no immediate threat to public health or safety, the chief executive officer shall not exercise this authority in relation to privately owned land or waters unless:

(i) the owner authorizes the employees of designated local agencies to enter upon the private land or waters to perform any tasks necessary for the removal or clearance; and

(ii) the owner provides an unconditional authorization for removal of the debris or wreckage and agrees to indemnify the local and state government against any claim arising from the removal; and

(h) invoking the provisions of any mutual aid agreement entered into by the political subdivision.

(3) (a) If the chief executive is unavailable to issue an order for evacuation under Subsection (2)(c), the chief law enforcement officer having jurisdiction for the area may issue an urgent order for evacuation, for a period not to exceed 36 hours, if the order is necessary for the preservation of life.

(b) The chief executive officer may ratify, modify, or revoke the chief law enforcement officer's order.

(4) Notice of an order or the ratification, modification, or revocation of an order issued under this section shall be:

(a) given to the persons within the jurisdiction by the most effective and reasonable means available; and

(b) filed in accordance with Subsection 53-2a-209(1).

Renumbered and Amended by Chapter 295, 2013 General Session

53-2a-209. Orders, rules, and regulations having force of law -- Filing requirements -- Suspension of state agency rules -- Suspension of enforcement of certain statutes during a state of emergency.

(1) All orders, rules, and regulations promulgated by the governor, a municipality, a county, or other agency authorized by this part to make orders, rules, and regulations, not in conflict with existing laws except as specifically provided herein, shall have the full force and effect of law during the state of emergency, when a copy of the order, rule, or regulation is filed with:

(a) the Division of Administrative Rules, if issued by the governor or a state agency; or

(b) the office of the clerk of the municipality or county, if issued by the chief executive officer of a municipality or county.

(2) The governor may suspend the provisions of any order, rule, or regulation of any state agency, if the strict compliance with the provisions of the order, rule, or regulation would substantially prevent, hinder, or delay necessary action in coping with the emergency or disaster.

(3) (a) Except as provided in Subsection (3)(b) and subject to Subsections (3)(c) and (d), the governor may by executive order suspend the enforcement of a statute if:

(i) the governor declares a state of emergency in accordance with Section 53-2a-206;

(ii) the governor determines that suspending the enforcement of the statute is:

(A) directly related to the state of emergency described in Subsection (3)(a)(i); and

(B) necessary to address the state of emergency described in Subsection (3)(a)(i);

(iii) the executive order:

(A) describes how the suspension of the enforcement of the statute is:

(I) directly related to the state of emergency described in Subsection (3)(a)(i); and

(II) necessary to address the state of emergency described in Subsection (3)(a)(i); and

(B) provides the citation of the statute that is the subject of suspended enforcement;

(iv) the governor acts in good faith;

(v) the governor provides written notice of the suspension of the enforcement of the statute to the speaker of the House of Representatives and the president of the Senate no later than 24 hours after suspending the enforcement of the statute; and

(vi) the governor makes the report required by Section 53-2a-214.

(b) (i) Except as provided in Subsection (3)(b)(ii), the governor may not suspend the enforcement of a criminal penalty created in statute.

(ii) The governor may suspend the enforcement of a misdemeanor or infraction if:

(A) the misdemeanor or infraction relates to food, health, or transportation; and

(B) the requirements of Subsection (3)(a) are met.

(c) A suspension described in this Subsection (3) terminates no later than the date the governor terminates the state of emergency in accordance with Section **53-2a-206** to which the suspension relates.

(d) The governor:

(i) shall provide the notice required by Subsection (3)(a)(v) using the best available method under the circumstances as determined by the governor; and

(ii) may provide the notice required by Subsection (3)(a)(v) in electronic format.

Renumbered and Amended by Chapter 295, 2013 General Session

GUIDANCE FOR DECLARATIONS OF EMERGENCIES AND CHECKLISTS

If a disaster or emergency falls outside the capabilities of Lindon City's ability to respond, the city has authority to review the need to declare a local state of emergency or disaster. Assistance could be requested of neighboring jurisdictions, mutual aid partners, county resources, and/or state level response. This process begins with the formal request from the governing body to the appropriate county or state office.

Lindon's Mayor, on recommendation from Lindon's City Manager, may issue a proclamation or executive order stating that there exists a state of disaster or severe emergency within the city boundaries.

It must indicate the following:

1. The Nature of the Disaster
2. The Geographical Area(s) Affected and
3. The Conditions that Created the Disaster or Emergency.

As required by Utah State Code (UCA § 53-2a-208), the Mayor, or the Mayor Pro Tempore in the Mayor's absence, is the only individual who may issue official "State of Emergency" declarations. These declarations must be made before any County, State, and/or Federal assistance can be requested.

Rationale for issuing such a declaration has three components:

1. To acknowledge that the local jurisdiction has experienced a disaster and has responded to the best of its ability.
2. To alert Utah County Emergency Management and State of Utah Department of Public Safety and the Division of Emergency Management that local resources are being fully utilized and that county and state assistance may be requested; and
3. To empower the local officials to take extraordinary measures necessary for protecting life, property, and the environment while affording some safeguards against legal liability.

A copy of the declaration shall be forwarded to Salt Lake County.

Finally, the declaration of a "State of Emergency" by the Mayor, or Mayor Pro Tempore, shall be valid for a period not to exceed 30 days. If the emergency exceeds thirty days, it must be declared by the City Council. (UCA § 53-2a-208)

Declaration Process Checklist

- ❑ Determine if the situation warrant issuing a declaration.
- ❑ Gather information needed to prepare a declaration statement.
- ❑ Draft the declaration statement.
- ❑ Submit copy of declaration to City Attorney's Office for review.
- ❑ Submit copy of declaration to City Manager's Office for approval.
- ❑ Prepare copy for Mayor, or Mayor Pro Tempore, to sign.
- ❑ File copy of the signed declaration with City Recorder.
- ❑ Forward a copy of the declaration to Utah County Emergency Management.
- ❑ Forward a copy of the declaration to State of Utah, Division of Emergency Management.
- ❑ Coordinate public release of declaration and media inquiries with the PIO.
- ❑ If the situation continues longer than thirty days, the City Council must declare the emergency.
- ❑ Prepare a declaration of "state of emergency" expiration.

Essential Information for Declaring an Emergency

The following information, if possible, should be included in the declaration statement:

NATURE OR CAUSE

…of the events, condition(s) or the threat(s), with the phrase 'on or about' just before the date.

IMPACT

…general numbers of people affected; lifelines compromised (hospitals, roads, access for emergency services, utilities, mass care needs), numbers of dead/injured; services disrupted

SCOPE or SPREAD

…of the overall effect on the jurisdiction and to the quality of life, health, environment, and economic issues.

ACTIONS

…being taken such as; public safety measures; EOC is in operation; general idea of resources and people committed to the effort; other agencies activated (such as Search and Rescue, ARES, Mutual aid agreements). Also state that the Emergency Operations Plan is activated.

NEEDS / SHORTFALLS

…such as: response assistance, equipment, services, experts, or other personnel; to assess damage; care for residents. If possible, FORECAST a projection of time the jurisdiction will be in danger and, if unknown, state 'do not know when situation will end or resolve'. (Forecast example: 'need is immediate'; and/or 'not expected to change in the near future'.)

SIGNATURES

- ❑ Signed and dated by Chief Elected Official or designee
- ❑ Signature of City Recorder

APPENDIX F: COUNCIL ASSIGNMENTS & MAYOR PRO TEM

(Exhibit A)

2020 LINDON CITY MAYOR AND COUNCIL LIAISON ASSIGNMENTS
RESOLUTION #2020-1-R

MAYOR JEFF ACERSON

1. Mountainland Association of Governments (MAG) / Metropolitan Planning Organization (MPO)
2. Utah County Council of Governments (COG)
3. Utah Lake Commission Governing Board
4. Utah Infrastructure Agency (UIA) Board Member
5. Utah League of Cities and Towns Representative
6. Utah County Board of Health
7. IHC Outreach Committee
8. Lindon City Thanksgiving Dinner
9. North Utah Valley Animal Shelter Board (NUVAS)
10. Public Relations – (media contact as needed)

COUNCILMEMBER JAKE HOYT (Secondary – Randi Powell)

1. Parks, Trails, and Recreation
2. Cemetery
3. Tree Advisory Board
4. Other Duties as assigned

COUNCILMEMBER CAROLYN LUNDBERG (Secondary – Mike Vanchiere)

1. Pleasant Grove - Lindon Chamber of Commerce
2. Economic Development
3. Lindon Days
4. Other Duties as assigned

COUNCILMEMBER RANDI POWELL (Secondary – Van Broderick)

1. Public Works / Engineering
2. Historic Preservation Commission
3. Administration
4. Building Construction and Inspection
5. Other Duties as assigned

COUNCILMEMBER MIKE VANCHIERE (Secondary – Carolyn Lundberg)

1. Planning Commission / Board of Adjustment
2. Planning and Zoning
3. General Plan
4. Transfer Station and Solid Waste Board
5. Other Duties as assigned

COUNCILMEMBER VAN BRODERICK (Secondary – Jake Hoyt)

1. Police/Fire/EMS
2. Emergency Management
3. Irrigation Companies Representative / Board member
4. Facilities / Public Buildings
5. Other Duties as assigned

MAYOR PRO-TEM – 2020

Jan. – March	Jake Hoyt
April – June	Carolyn Lundberg
July – Sept.	Randi Powell
Oct. – Dec.	Mike Vanchiere

Secondary fills in if Mayor Pro-Tem is unavailable.

Newsletter Articles – 2020

Jan. – Mike Florence
Feb. – Carolyn Lundberg
March – Phil Brown
April – Kristen Colson
May – Van Broderick
June – Brad Jorgensen
July – Randi Powell
Aug. – Jeff Acerson
Sept. – Josh Adams
Oct. – Adam Cowie
Nov. – Mike Vanchiere
Dec. – Heath Bateman
Jan 2021 – Jake Hoyt

Staff appointments to boards and/or committees as follows:

- Adam Cowie, Lindon City Administrator: UTOPIA Board Member; Utah League of Cities and Towns Representative;
- Brad Jorgensen, Lindon Public Works Director: City representative on various canal and irrigation company boards;
- Michael Florence, Lindon Planning & Econ. Development Director: PG-Lindon Chamber of Commerce Board; MAG Technical Advisory Committee; Utah Lake Commission Technical Advisory Committee (or Mike's appointee)
- Noah Gordon, Lindon City Engineer: MAG Technical Advisory Committee

APPENDIX G: EMERGENCY CONTACTS

Contact List for Emergencies and Emergency Planning

Emergency 911

LINDON CITY CENTER
100 N. State St. Lindon Utah 84042

City Center/Administration
801-785-5043

Community Development
801-785-7687

Aquatics Center
801-610-4160

LINDON COMMUNITY CENTER
25 N. Main St. Lindon Utah 84042

Community Center Front Desk
801-769-8625

LINDON PUBLIC SAFETY BUILDING
90 N. State St. Lindon Utah 84042

Police Department Office
801-769-8600

Fire Department Office
801-229-7327

Non-Emergency Dispatch
801-229-7070

LINDON PUBLIC WORKS
946 W. Center St. Lindon Utah 84042

Public Works Front Desk
801-796-7954

EMERGENCY—AGENCIES CONTACT LIST

EMERGENCY MANAGEMENT

Federal Emergency Management Agency (FEMA)
801-621-3362

Regional Administrator for FEMA Region VIII
Lee dePalo
General Inquiries
303-235-4800

Utah Dept of Public Safety
Emergency Management, 801-538-3400
Emergency Operations Center, 801-538-1100

Community Support Liaison, Region II, Wasatch Front
Tara Behunin
801-538-3436
tarabehunin@utah.gov

Utah County Emergency Manager
Sgt. Peter Quitner
801-851-4134
peterq@utahcounty.gov

Utah County Sheriff
Mike Smith
801-851-4000
mikes@utahcounty.gov

Utah County Sheriff's Dispatch
801-851-4100

Utah County Fire
801-851-4141

Utah County Government
801-851-8000

Sheriff's Communication Auxiliary Team
Trent Snyder N7GMT
trentwsnyder@gmail.com

VOADs

American Red Cross, Disaster Program Manager
Austin Clark
801-373-8580
austin.clark@redcross.org

United Way
211

LINDON SCHOOLS

Maeser Preparatory Academy
Darci Call
darci.call@maeserprep.org
Lindon Elementary, Principal
Kate Ross
801-471-9079
kateross@alpinedistrict.org

Rocky Mountain Elementary, Principal
Katie Bowman
801-318-2002
kbowman@alpinedistrict.org

Oak Canyon Junior High, Principal
Diane Wanamaker
801-472-4727
dwanamaker@alpinedistrict.org

Timpanogos Academy
Erroll Porter
801-687-2491
eporter@timpacademy.org

ASD Director of Operations
Mike Browning
mbrowning@alpinedistrict.org
801-610-8400

ASD Risk Manager, Physical Facilities
Kim J.Walker
kwalker@alpinedistrict.org

ASD Director - Public Relations
David Stephenson
dstephenson@alpinedistrict.org

HOSPITAL, MEDICAL, HEALTH & MENTAL HEALTH

Utah Valley Hospital (IHC)
Provo, Emergency Dpt. Number
801-357-2130

American Fork Hospital (IHC)
American Fork, Emergency Dpt. Number
801-855-4600

Timpanogos Hospital (MountainStar)
Orem, Main Number
801-714-6000

Orem Community Hospital (IHC)
Orem, Emergency Dpt. Number
801-714-3326

Mountain Point Medical Cent. (Steward Family Hospital)
Lehi, Emergency Dpt. Number
385-345-3004

Mountain View Hospital (MountainStar)
Payson, Emergency Dpt. Number
801-465-7190

Primary Children's Hospital **(Pediatric)**
100 Mario Capecchi Dr, Salt Lake City, UT 84113
801-662-1234

Intermountain Medical Center **(Trauma 1)**
5121 S Cottonwood St Murray, UT 84107
801-507-6600

University of Utah **(Burn Center)**
50 North Medical Drive Salt Lake City, UT 84132
801-581-3050

Wasatch Mental Health
Provo
801-373-4760
24/7 Crisis Line
801-373-7393

National Suicide Prevention Lifeline
24/7 Emergency
800-273-8255

Utah County Health Department
Provo
801-851-7000
Pandemic, Epidemiology, Bioterrorism, MRC, Children
801-851-7503
24-hour emergency
801-602-3579

Utah State Department of Health
24/7 Emergency
866-364-8824

UTILITIES

Republic Services
Garbage & Recycle Services
801-785-5935

Rocky Mountain Power
877-508-5088

Dominion Energy
800-767-1689

Timpanogos Special Service District
Green Waste
801-756-5231

North Point Solid Waste District
Garbage & Transfer Station
801-225-8538

Waste Management
888-496-8824

Provo River Water Users Association
801-796-8770

Orem Waste Water Treatment
801-229-7471

Call Before You Dig
811

ANIMAL SHELTER

North Utah Valley Animal Shelter
193 N. 2000 W. Lindon, UT 84042
801-785-3442

NATIONAL WEATHER SERVICE

Weather Forecast Service
24/7 Forecasts, Specific, Mapping
801-524-4377
801-524-4378

NEWS / PUBLIC INFORMATION

KSL news TV/Radio
News Tip Line
801-575-5600
news@ksl.com; web@ksl.com

KUTV
News Tip Line
801-839-1222
newsdesk@kutv2.com

FOX13
News Tip Line
801-536-1313
news@fox13now.com

Deseret News
News Tip Line
801-575-5600
news@deseretnews.com
Salt Lake Tribune
Office
801-257-8742
newsroom@sltrib.com

Daily Herald
Office
801-373-5050
Nights and Weekends
801-344-2554
Executive Editor
Randy Wright
rwright@heraldextra.com

FAITH GROUPS

Welfare and Self-Reliance Manager
Lindon Liaison
James Howard
801-497-6535
howardjn@churchofjesuschrist.org

UTA & UNION PACIFIC

UTA Police Dispatch
801-287-3937

UTA Control Room Dispatch
800-555-5555

UTA EOC
801-287-6201
801-287-6202

Transit Communication Center for Emergency UTA Bus
801-287-3937

UTA Video Surveillance
Lamount Worthy
801-287-2447
lworthy@rideuta.com
video@rideutah.com

Union Pacific, Emergency
800-848-8715

CHEMICAL & BIOLOGICAL
State Health Department, SNS, PODS
Brett Cross
801-273-6662
bcross@utah.gov

Utah County Health Department, PODS
Ron Tobler
801-851-7085
ront@utahcounty.gov

National Response Center
Chemical, Biological, Oil
800-424-8802

Emergency Response Guidebook
A guidebook intended for use by first responders during the initial phase of a transportation incident involving dangerous goods/hazardous materials.
https://www.phmsa.dot.gov/sites/phmsa.dot.gov/files/docs/ERG2016.pdf

3 LINDON COMMODITIES POD SITES AS DESIGNATED BY THE STATE OF UTAH

Site ID #
#55: UT4034031117189
Lindon City Center
TYPE III
100 North State St
Lindon, UT 84042

#56: UT4033911117149
Lindon Elementary School
TYPE III C
30 N Main
Lindon, UT 84042

#57: UT4033691117031
Rocky Mountain Elementary School
TYPE III
55 S 500 E,
Lindon, UT 84042

APPENDIX H: EMPLOYEE CONTACTS

Emergency 911

LINDON CITY CENTER
100 N. State St. Lindon Utah 84042

City Center/Administration
801-785-5043

Community Development
801-785-7687

Aquatics Center
801-610-4160

LINDON COMMUNITY CENTER
25 N. Main St. Lindon Utah 84042

Community Center Front Desk
801-769-8625

LINDON PUBLIC SAFETY BUILDING
90 N. State St. Lindon Utah 84042

Police Department Office
801-769-8600

Fire Department Office
801-229-7327

Non-Emergency Dispatch
801-229-7070

LINDON PUBLIC WORKS
946 W. Center St. Lindon Utah 84042

Public Works Front Desk
801-796-7954

Lindon City Position	Name	Phone	Email
City Manager	Adam Cowie	801-785-5043	acowie@lindoncity.org
Chief of Police	Josh Adams	801-769-8600	jadams@lindoncity.org
Police, Lieutenant	Josh Edwards	801-769-8600	jedwards@lindoncity.org
Police, Sergeant	Dave Welcker	801-769-8600	dwelcker@lindoncity.org
Police, Sergeant	Matt Barlow	801-769-8600	mbarlow@lindoncity.org
Police, School Resource Officer	Curtis Campbell	801-769-8600	ccampbell@lindoncity.org
Police Administrative Professional	Jen Wakeland	801-769-8600	
Emergency Management Coordinator	Kelly Johnson	801-769-8600	kjohnson@lindoncity.org
City Attorney	Brian Haws	801-785-5043	bhaws@lindoncity.org
Parks and Recreation Director	Heath Bateman	801-769-8625	hbateman@lindoncity.org
Public Works Director		801-796-7954	
Public Works Administrative Secretary	Denise Brassfield	801-796-7954	dbrassfield@lindoncity.org
Chief Building Official	Phil Brown	801-785-5043	pbrown@lindoncity.org
Building Inspector / Code Inspector	Gary Hoglund	801-785-5043	ghoglund@lindoncity.org
Planning and Economic Development Director	Mike Florence	801-785-5043	mflorence@lindoncity.org
Executech IT Specialist	John Ogden	801-916-4536	john.ogden@executech.com
Finance Director	Kristen Colson	801-785-5043	kcolson@lindoncity.org
Treasurer/HR	Dona Haacke	801-785-5043	dhaacke@lindoncity.org
City Advertising/Recorder	Kathy Moosman	801-785-5043	kmoosman@lindoncity.org
Mayor	Jeff Acerson		jacerson@lindoncity.org
City Council Member	Carolyn Lundberg		clundberg@lindoncity.org
City Council Member	Jake Hoyt		jhoyt@lindoncity.org
City Council Member	Van Broderick		vbroderick@lindoncity.org
City Council Member	Mike Vanchiere		mvanchiere@lindoncity.org
City Council Member	Randi Powell		rpowell@lindoncity.org

APPENDIX I: EMERGENCY CHECKLIST

General Duties

- ❑ Assess the situation/consequences with City Manager to determine the level of EOC activation, priorities and immediate actions required for the coordination of joint response, continuity, mitigation, and recovery efforts.
- ❑ Determine the need to declare a local disaster and/or the need to enact other orders such as evacuation orders or curfews.
- ❑ Initial notification and recall EOC representatives as appropriate.
- ❑ Notify dispatch of EOC activation.
- ❑ Notify Utah County Emergency Management of EOC Activation.
- ❑ Update Activation Level in WebEOC.
- ❑ Implement the Emergency Operations Plan in support of ICS field operations.
- ❑ Establish direct communications with the Incident Command Staff(s) and other affected jurisdictions or agencies.
- ❑ Compile and display incident status information including maps within the EOC.
- ❑ Notify Utah County Emergency Management of initial situation assessment. Provide periodic updated situation reports as needed.
- ❑ Request security personnel to control access to the EOC and for other security needs as required.
- ❑ Conduct periodic internal briefings for all EOC personnel.
- ❑ Implement procedures to mobilize local resources and procure supplies and contract services from outside sources as needed.
- ❑ Coordinate response and recovery resources beyond normal mutual aid based on requests by the Incident Command Staff.
- ❑ Collect, evaluate, and disseminate emergency/disaster information.

- ❑ Support/coordinate essential public safety actions such as public warning and evacuation.

- ❑ Manage/coordinate resources, including allocation of facilities, services, personnel, equipment, materials, and other critical resources.

- ❑ Determine 24-hour EOC staffing requirements and provide for shift changes when extended EOC operations and additional support staff are required.

- ❑ Implement financial record keeping procedures to track resources and to document all disaster related costs and financial commitments.

- ❑ Coordinate functions such as resource management and public information that are being performed both in the field using ICS and in the EOC to minimize misinformation and duplication of effort. If necessary, establish a Joint Information Center (JIC).

- ❑ Assess and document damages. Provide results to Utah County Emergency Management and State of Utah, Division of Emergency Management.

- ❑ Involve elected officials whenever possible to make formal requests for public and private resources on behalf of the City.

- ❑ Coordinate public information activities and news media releases.

- ❑ Coordination of disaster recovery activities, including decisions about re-entry into disaster areas, reconstruction of damaged services and facilities, and identification of long-term hazard mitigation issues and plans.

- ❑ Implement EOC deactivation and Operational demobilization procedures when the emergency/disaster situation is over (e.g. notification to other EOCs and jurisdictions, compilation of EOC logs and financial records, notice to news media, compilation of damage assessments information, and preparation of after action reports.)

- ❑ Develop and maintain a log of current and anticipated expenses.

- ❑ Ensure close liaison between local, county, state, federal, and private sector stakeholders.

APPENDIX J: ICS FORMS

NIMS ICS Forms Booklet
Including Instructions for Each Form, 115 pages

Description	Size	File Type
ICS Forms		
ICS Form 201, Incident Briefing (v3).pdf	121.8KB	.pdf
ICS Form 202, Incident Objectives (v3).pdf	54.7KB	.pdf
ICS Form 203, Organization Assignment List (v3).pdf	62.3KB	.pdf
ICS Form 204, Assignment List (v3).pdf	47.7KB	.pdf
ICS Form 205, Incident Radio Communications Plan (v3).pdf	56.2KB	.pdf
ICS Form 205A, Communications List (v3).pdf	53.9KB	.pdf
ICS Form 206, Medical Plan (v3).pdf	105.1KB	.pdf
ICS Form 207, Incident Organization Chart (v3).pdf	36.4KB	.pdf
ICS Form 208, Safety Message-Plan (v3).pdf	27.6KB	.pdf
ICS Form 208HM, Site Safety and Control Plan (v3).pdf	455.5KB	.pdf
ICS Form 209, Incident Status Summary (v3).pdf	300KB	.pdf
ICS Form 210, Resource Status Change (v3).pdf	73.2KB	.pdf
ICS Form 211, Incident Check-In List (v3).pdf	77.6KB	.pdf
ICS Form 213, General Message (v3).pdf	26.2KB	.pdf

ICS Form 213RR, Resource Request Message (v3).pdf	44.2KB	.pdf
ICS Form 214, Activity Log (v3).pdf	73.4KB	.pdf
ICS Form 215, Operational Planning Worksheet (v3).pdf	62.5KB	.pdf
ICS Form 215A, Incident Action Plan Safety Analysis (v3).pdf	38.3KB	.pdf
ICS Form 217A, Comm Resource Avail Worksheet (v3).pdf	179.8KB	.pdf
ICS Form 218, Support Vehicle-Equipment Inventory (v3).pdf	70.5KB	.pdf
ICS Form 219, T-Card Instructions (v3).pdf	22.2KB	.pdf
ICS Form 219-1, T-Card (Gray) (v3).pdf	27.2KB	.pdf
ICS Form 219-10, T-Card (Purple) (v3).pdf	73.7KB	.pdf
ICS Form 219-2, T-Card (Green) (v3).pdf	90.8KB	.pdf
ICS Form 219-3, T-Card (Rose) (v3).pdf	75.3KB	.pdf
ICS Form 219-4, T-Card (Blue) (v3).pdf	72.1KB	.pdf
ICS Form 219-5, T-Card (White) (v3).pdf	80.4KB	.pdf
ICS Form 219-6, T-Card (Orange) (v3).pdf	72.8KB	.pdf
ICS Form 219-7, T-Card (Yellow) (v3).pdf	75.4KB	.pdf
ICS Form 219-8, T-Card (Tan) (v3).pdf	76KB	.pdf
ICS Form 220, Air Operations Summary (v3).pdf	99.9KB	.pdf

ICS Form 221, Demobilization Check-Out (v3).pdf	81.2KB	.pdf
ICS Form 225, Incident Personnel Performance Rating (v3).pdf	165.1KB	.pdf
ICS Form 230CG, Daily Meeting Schedule (v3).pdf	23KB	.pdf
ICS Form 233CG, Incident Open Action Tracker (v3).pdf	62.5KB	.pdf
ICS Form 260, Resource Order.pdf	290.5KB	.pdf
ICS Forms - Instructions (v3).pdf	100.7KB	.pdf
NIMS ICS Forms Booklet (v3).pdf	2.9MB	.pdf

Reference: https://training.fema.gov/icsresource/icsforms.aspx

APPENDIX K: LINDON CITY DRILL FORMS & VOLUNTEER TRACKING

BLOCK TALLY SHEET

Block # :

Date:

Block Captain:

Neighborhood/Ward:

This column may be prepopulated with family names and numbers.

Household Write name & the total number in the household.		**Attending** At the staging area in person—physically there.	**Missing but Accounted For** Someone knows where they are & that they are safe OR that they need help.		**Individuals Unaccounted For** No one knows where they are. No one knows if they are safe or if they need help.	
Ex: Smith Family	*6*	3	*Ex: Jim Smith*	*1*	*Ex: Charles & Sue Smith*	*2*
TOTALS: HOUSEHOLDS and THOSE ATTENDING			**TOTAL MISSING BUT ACCOUNTED FOR**		**TOTAL MISSING AND UNACCOUNTED FOR**	

BLOCK CAPTAIN SPECIAL NEEDS REPORT

Block # :

Date:

Block Captain:

Neighborhood/Ward:

USE BACK IF NECESSARY

INJURIES (include description of person [age, gender, etc.], address, and nature/seriousness of the injury/injuries):

FIRES (include addresses):

GAS LEAKS (include addresses):

OTHER PROBLEMS / SPECIAL NEEDS / CONCERNS (be specific & state what resources are needed):

RESOURCES AVAILABLE – STRICTLY VOLUNTEER
(personal skills/talents/abilities or equipment that block members are willing to volunteer to help with disaster recovery):

Block Captain: _____ Block #: _____ Neighborhood/Ward #: _____ DATE: _____

Volunteer Name PRINT NAME	AGE if Under 16	Parental Consent if Under 16 PRINT NAME	Parental Consent if Under 16 SIGNATURE	TIME IN	TIME OUT	TOTAL TIME **in minutes**	Type of Emergency Work: DEBRIS CLEARING (A) PROTECTIVE MEASURES (B)

For tonight, make up numbers (in MINUTES) for THIS column only and tally them at the bottom of the page.

VOLUNTEER TRACKING SHEET

Total Volunteer **Minutes** on This Page _____

Block Captain: _____ Block #: _____ Neighborhood/Ward #: _____ DATE: _____

Volunteer Name PRINT NAME	AGE if Under 16	Parental Consent if Under 16 PRINT NAME	Parental Consent if Under 16 SIGNATURE	TIME IN	TIME OUT	TOTAL TIME **in minutes**	Type of Emergency Work: DEBRIS CLEARING (A) PROTECTIVE MEASURES (B)

VOLUNTEER TRACKING SHEET

Total Volunteer **Minutes** on This Page _____

NEIGHBORHOOD EOC TALLY SHEET

Area/Stake: Date:

Neighborhood/Ward: Contact Details for Neighborhood EOC:

This column may be pre-populated with block captain names and block numbers.

BLOCK TALLIES			
Block # Block Captain:	**# Attending Staging Area**	**# Missing but Accounted For**	**# Missing and Unaccounted For**
Block # Captain:			
Block # Captain:			
Block # Captain:			
Block # Captain:			
Block # Captain:			
Block # Captain:			
Block # Captain:			
Block # Captain:			
Block # Captain:			
Block # Captain:			
Block # Captain:			
Block # Captain:			
Block # Captain:			
TOTALS	**# ATTENDING**	**# MISSING BUT ACCOUNTED FOR**	**# MISSING AND UNACCOUNTED FOR**

NEIGHBORHOOD EOC SPECIAL NEEDS REPORT

Area/Stake: Date:

Neighborhood/Ward: Contact Details for Neighborhood EOC:

USE BACK IF NECESSARY

INJURIES (include description of person [age, gender, etc.], address, and nature/seriousness of the injury/injuries):

FIRES (include addresses):

GAS LEAKS (include addresses):

OTHER PROBLEMS / NEEDS / CONCERNS (be specific & state what resources are needed):

RESOURCES AVAILABLE – STRICTLY VOLUNTEER
(personal skills/talents/abilities or equipment that block members are willing to volunteer to help with disaster recovery):

Neighborhood Captain: _____ Neighborhood/Ward #: _____ DATE: _____

For tonight, make up numbers for this column only and total them with block minutes, next page.

Volunteer Hours Spent in the Neighborhood EOC

Volunteer Name PRINT NAME	AGE if under 16	Parental Consent if Under 16 PRINT NAME	Parental Consent if Under 16 SIGNATURE	TIME IN	TIME OUT	TOTAL TIME **in minutes**	Type of Emergency Work: DEBRIS CLEARING (A) PROTECTIVE MEASURES (B)

Total Volunteer **Minutes** from Neighborhood EOC _____

VOLUNTEER TRACKING SHEET

Neighborhood Captain: _____ Neighborhood/Ward #: _____ DATE: _____

Tally Volunteer Hours from Blocks

BLOCK #	Volunteer Time in Minutes

Total Volunteer Minutes from Neighborhood EOC _____

Total Volunteer Minutes from ALL Blocks _____

Total Volunteer Minutes _____

Send THIS page to the Area EOC.

VOLUNTEER TRACKING SHEET

AREA COMMAND TALLY SHEET

Area/Stake: Date:

Contact Details for Neighborhood EOC:

This column may be pre-populated with neighborhood numbers and contact names.

NEIGHBORHOOD TALLIES				
Neighborhood # Contact:	**Time Reported**	**# Attending Staging Area**	**# Missing but Accounted For**	**# Missing and Unaccounted For**
Neighborhood # Contact:				
Neighborhood # Contact:				
Neighborhood # Contact:				
Neighborhood # Contact:				
Neighborhood # Contact:				
Neighborhood # Contact:				
Neighborhood # Contact:				
Neighborhood # Contact:				
Neighborhood # Contact:				
Neighborhood # Contact:				
Neighborhood # Contact:				
Neighborhood # Contact:				
Neighborhood # Contact:				
TOTALS		**# ATTENDING**	**# MISSING BUT ACCOUNTED FOR**	**# MISSING AND UNACCOUNTED FOR**

AREA COMMAND SPECIAL NEEDS REPORT

Area/Stake: Date:

Contact Details for Neighborhood EOC:

INJURIES (include description of person [age, gender, etc.], address, and nature/seriousness of the injury/injuries):

FIRES (include addresses):

GAS LEAKS (include addresses):

OTHER PROBLEMS / NEEDS / CONCERNS (be specific & state what resources are needed):

RESOURCES AVAILABLE – STRICTLY VOLUNTEER
(personal skills/talents/abilities or equipment that block members are willing to volunteer to help with disaster recovery):

Area Captain: _____ Area/Stake: _____ DATE: _____

For tonight, make up numbers for this column only and total them with neighborhood minutes, next page.

Volunteer Hours Spent in the Area EOC

Volunteer Name PRINT NAME	AGE if under 16	Parental Consent if Under 16 PRINT NAME	Parental Consent if Under 16 SIGNATURE	TIME IN	TIME OUT	TOTAL TIME **in minutes**	Type of Emergency Work: DEBRIS CLEARING (A) PROTECTIVE MEASURES (B)

Total Volunteer **Minutes** from Area EOC _____

VOLUNTEER TRACKING SHEET

Area Captain: _____ Area/Stake: _____ DATE: _____

Tally Volunteer Hours from Neighborhoods

Neighborhood #	Volunteer Time **in Minutes**

Total Volunteer Minutes from Area EOC _____

Total Volunteer Minutes from ALL Neighborhoods _____

Total Volunteer Minutes _____

Send THIS page to the City EOC.

VOLUNTEER TRACKING SHEET

9. **Public Hearing — Ordinance #2020-11-O. New Road Cross Section.** The Council will review and consider a new road cross section to be included in the city's Development Manual for development of streets in floodplain sensitive areas.

   See attached materials from the Planning Department.

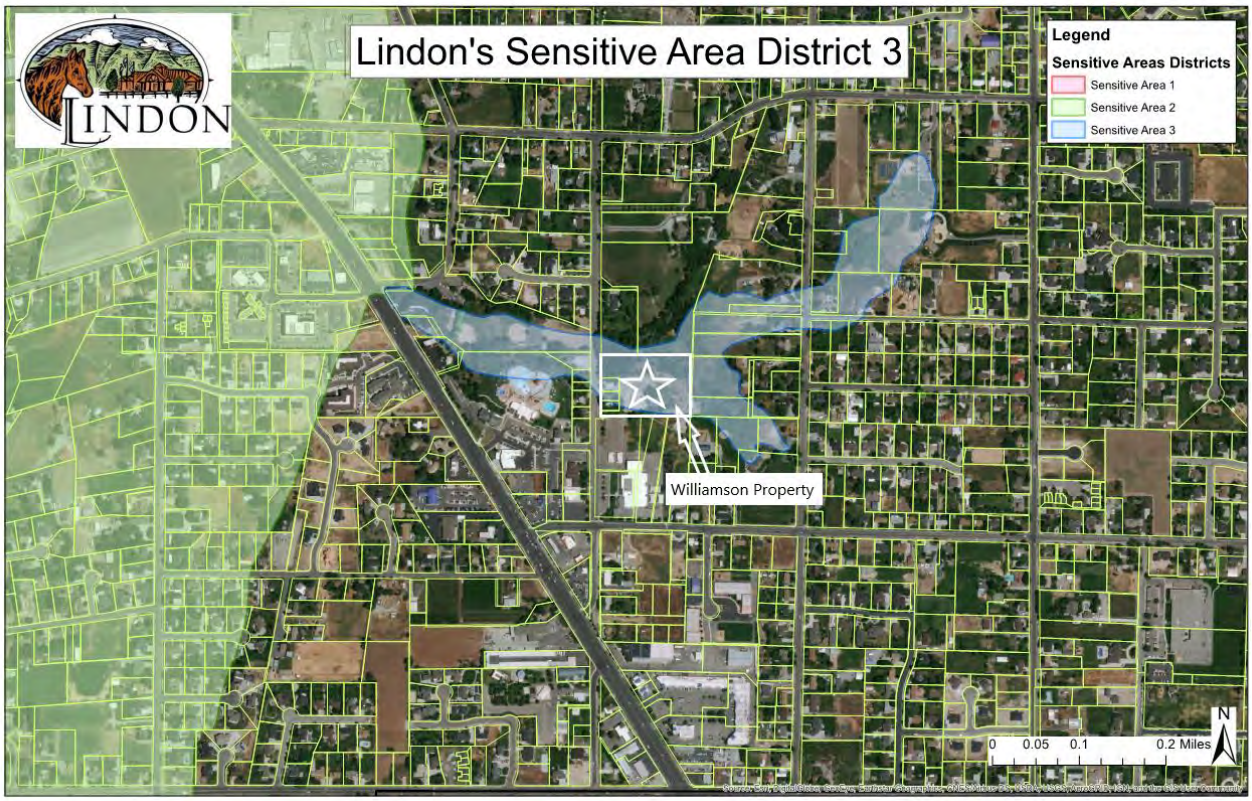
   Sample Motion: I move to (continue, approve) Ordinance #2020-11-O the new road cross section to be included in the Lindon City Development Manual for development of streets in floodplain sensitive areas.

Ordinance Amendment - Lindon City Development Manual

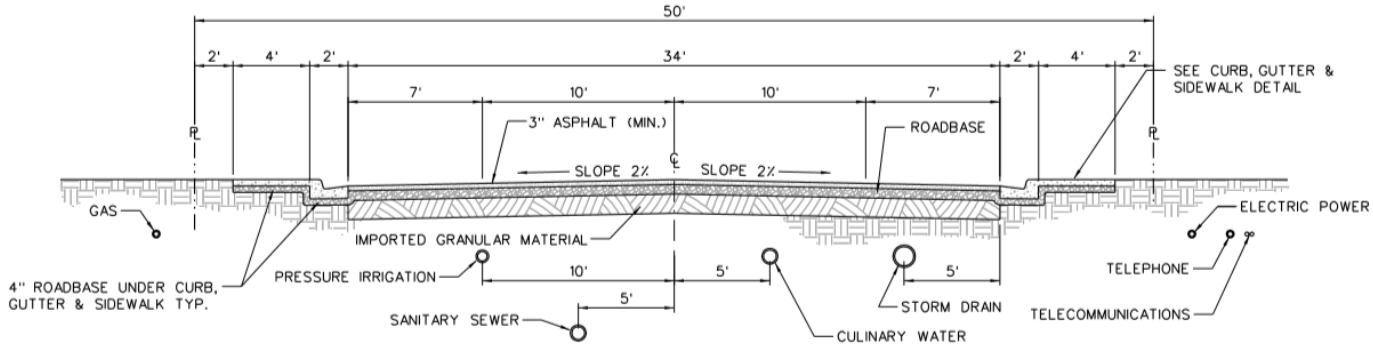
Date: June 1, 2020 Applicant: Kirk Williamson Presenting Staff: Michael Florence Type of Decision: Legislative Council Action Required: Yes. The planning commission recommended approval	MOTION I move to (*approve, deny, continue*) ordinance amendment 2020-11-O (or *as presented, with changes*).

Overview:

- Kirk Williamson is proposing to amend the Lindon City Development Manual and proposes an alternative public street cross-section and amendment to the hammerhead turnaround requirement. These changes would only apply to the Sensitive Area District 3, which is better known as "The Hollow."
- The proposed cross-section allows two-way traffic and parking on one side of the street.
- The proposed changes to the hammerhead turnaround increased the turnaround distance from 200' to 350'. The City has met with the fire marshal and the fire department did not have any concerns with the increased length.
- Mr. Williamson's son-in-law recently constructed a home on this property and Mr. Williamson would like to add additional lots. There would be a total of three homes that use the proposed public street.
- Mr. Williamson and staff feel that as much land should be protected in the Hollow as possible. Therefore, an alternative road design is being proposed and an amendment to the hammerhead turnaround specifications to accomplish this petition.
- The City has been working with Mr. Williamson for some time on obtaining a detention easement for the bottom area of the Hollow which Mr. Williamson has agreed to.
- The proposal received a positive recommendation from the planning commission on October 8, 2019.

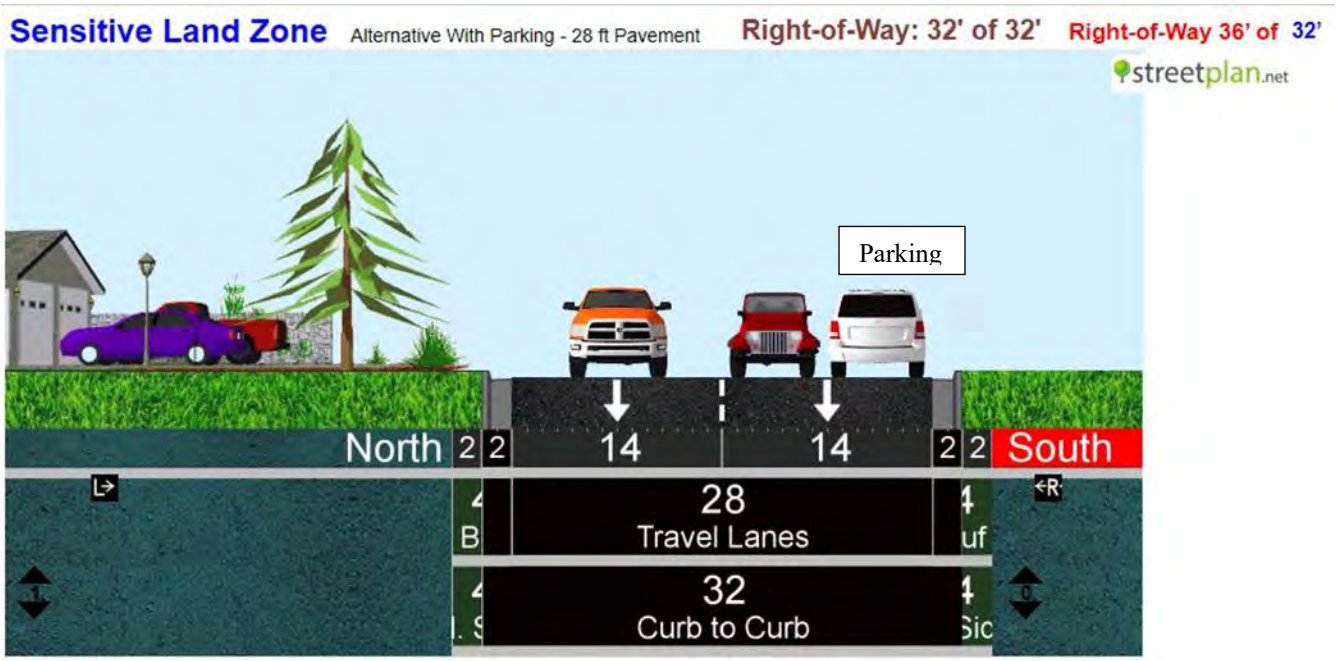


Current Street Standards



50' STREET CROSS-SECTION
LOOKING NORTH OR WEST

Proposed Street Cross Section Rendering

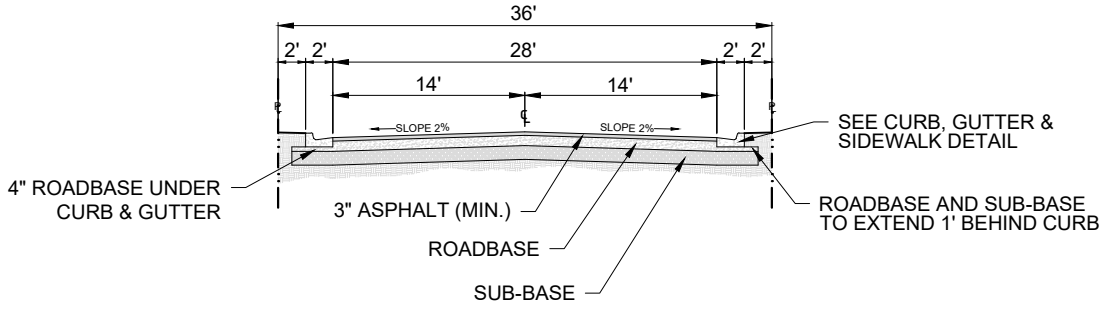


Analysis

Mr. Williamson and the City have worked for some time on a road cross-section that would meet public standards but also help to preserve property within the "Hollow" area. By making the proposed changes to the cross-section and hammerhead, Mr. Williamson will be able to "cluster" his development to preserve open areas within this sensitive land area. The City has also worked out a detention easement that will preserve property in the bottom of the Hollow for run-off detention. If the city council approve the new cross-section and hammerhead turnaround requirements, then Mr. Williamson will return for subdivision approval.

Exhibits

Proposed public street cross section
Proposed changes to Hammerhead turn-around
Future subdivision proposal
Planning Commission meeting minutes from October 8, 2019
Ordinance



SUB-LOCAL STREET - 36' RIGHT-OF-WAY

NOTES:

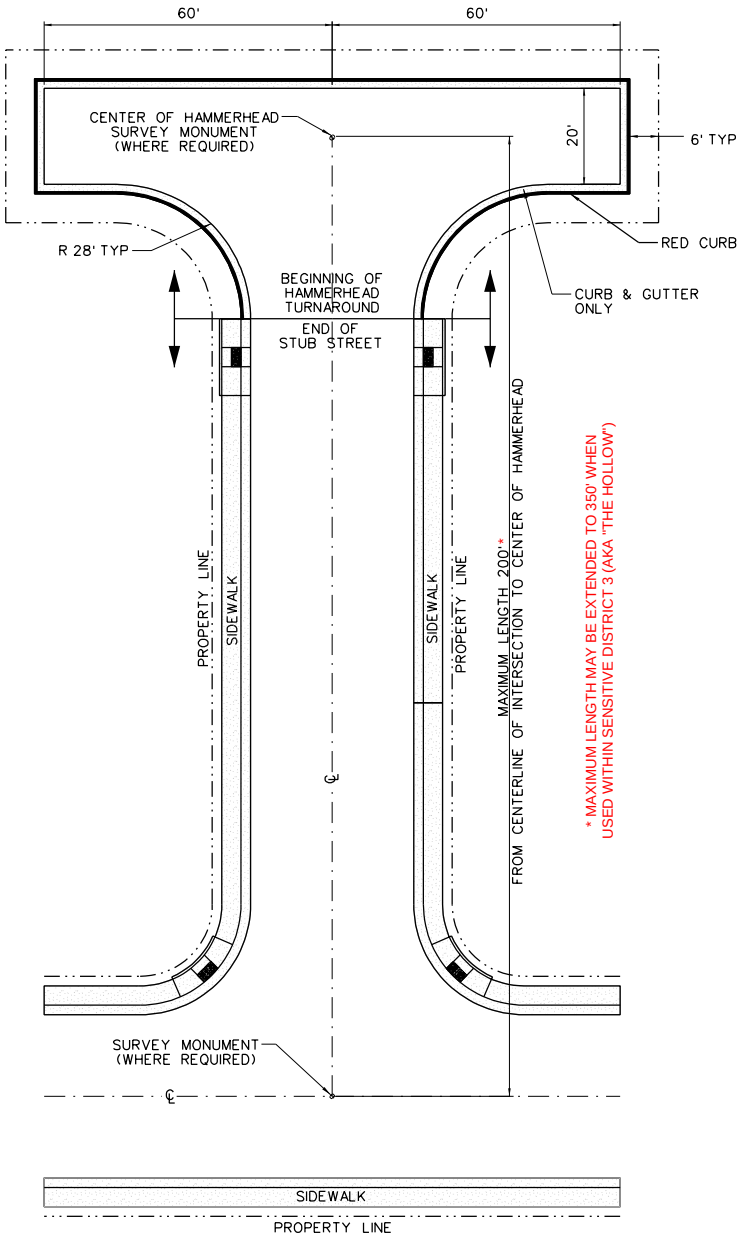
1. **THIS CROSS SECTION ONLY APPLIES, AND IS ALLOWED ONLY WITHIN, SENSITIVE AREA DISTRICT 3 (AKA "THE HOLLOW").**
2. PARKING IS RESTRICTED ON AT LEAST ONE SIDE OF THE SUB-LOCAL STREET.
3. UTILITY LOCATIONS AND NOTES APPLY AS SHOWN ON THE "STANDARD STREET CROSS SECTIONS AND UTILITY LOCATIONS" STANDARD DRAWING (STD DWG #2a).
4. IMPORTED GRANULAR MATERIAL (I.E. SUB-BASE), ROADBASE, AND, WHERE NECESSARY, ASPHALT THICKNESS, WILL BE DETERMINED BY SOILS REPORT / PAVEMENT DESIGN.
5. MINIMUM OF 4" UNTREATED BASE COURSE (ROADBASE) UNDER CURB & GUTTER AND 8" UNDER STREET PAVEMENT UNLESS MORE REQUIRED BY SOILS REPORT / PAVEMENT DESIGN.
6. ROADBASE AND SUB-BASE SHALL EXTEND 1' MIN. BEHIND CURB AND GUTTER DUE TO LACK OF SIDEWALK ADJACENT TO CURB.

LINDON
100 NORTH STATE
(801) 785-7687

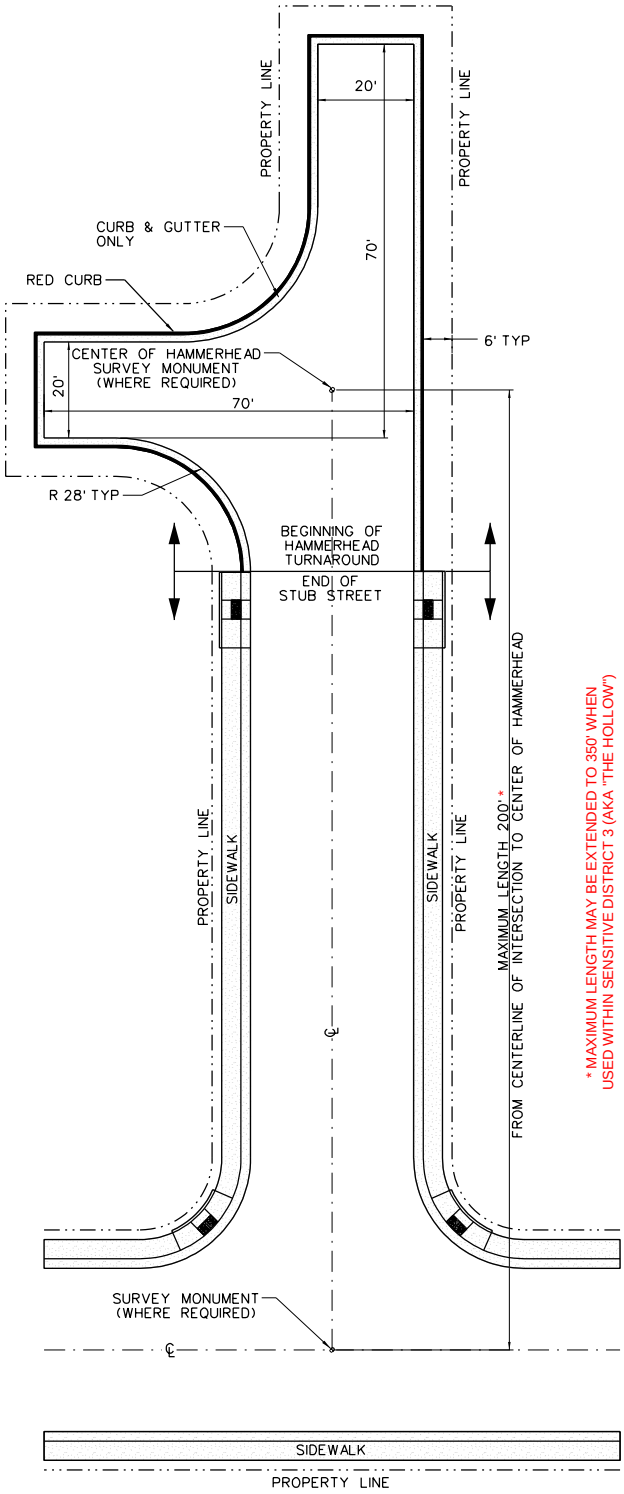
SUB-LOCAL STREET CROSS SECTION

DRAWN:	NDG
DESIGN:	NDG
REVISION:	.
ADOPTED:	10/10/2019

2e



120' HAMMERHEAD DETAIL



ACCEPTABLE ALTERNATIVE TO 120' HAMMERHEAD DETAIL

HAMMERHEAD TURNAROUNDS ARE INTENDED TO BE USED ONLY IN EXCEPTIONAL CIRCUMSTANCES AND ONLY IN RESIDENTIAL LAND USE ZONES.
THE FOLLOWING RESTRICTIONS APPLY TO THEIR USE:

1. HAMMERHEAD TURNAROUNDS MAY NOT BE USED IF A STANDARD CUL-DE-SAC IS FEASIBLE WHILE STILL PERMITTING CREATION OF AND ACCESS TO AT LEAST TWO LOTS THAT MEET ALL CODE CONDITIONS (LOT SIZE, FRONTAGE, ETC).
2. NO MORE THAN TWO LOTS MAY HAVE ACCESS FROM A HAMMERHEAD TURNAROUND (OR COUNT FRONTAGE FROM THE HAMMERHEAD TURNAROUND).
3. NO MORE THAN FOUR LOTS MAY ACCESS A STUB STREET WITH A HAMMERHEAD TURNAROUND (AS MEASURED FROM THE CENTER OF THE NEAREST INTERSECTION).
4. LOTS HAVING ACCESS TO THE HAMMERHEAD TURNAROUND MUST PROVIDE A MINIMUM OF 3 OFF-STREET PARKING SPACES PER DWELLING UNIT.
5. NO ON-STREET PARKING IS PERMITTED WITHIN A HAMMERHEAD TURNAROUND.
6. ONLY THOSE HAMMERHEAD TURNAROUNDS SHOWN IN THE LINDON STANDARD DETAILS MAY BE USED. THEY MUST ALSO MEET THE MINIMUM REQUIREMENTS OF THE A TURNAROUND IN APPENDIX A OF THE INTERNATIONAL FIRE CODE.
7. SIDEWALK IS OPTIONAL AROUND THE HAMMERHEAD TURNAROUND.

J·U·B

0 40'

STATEMENT OF USE

THIS DOCUMENT AND ANY ILLUSTRATIONS HEREON ARE PROVIDED AS STANDARD CONSTRUCTION DETAILS WITHIN LINDON CITY. DEVIATION FROM THIS DOCUMENT REQUIRES APPROVAL OF LINDON CITY. LINDON CITY CORPORATION AND J-U-B ENGINEERS CAN NOT BE HELD LIABLE FOR MISUSE OR CHANGES REGARDING THIS DOCUMENT.

REVISION

NO.	DESCRIPTION	BY	APR.	DATE
1	ADDED CURB RAMPS AT END OF STUB ROAD & NOTE 7	SAC	MLC	09/18/08

LINDON

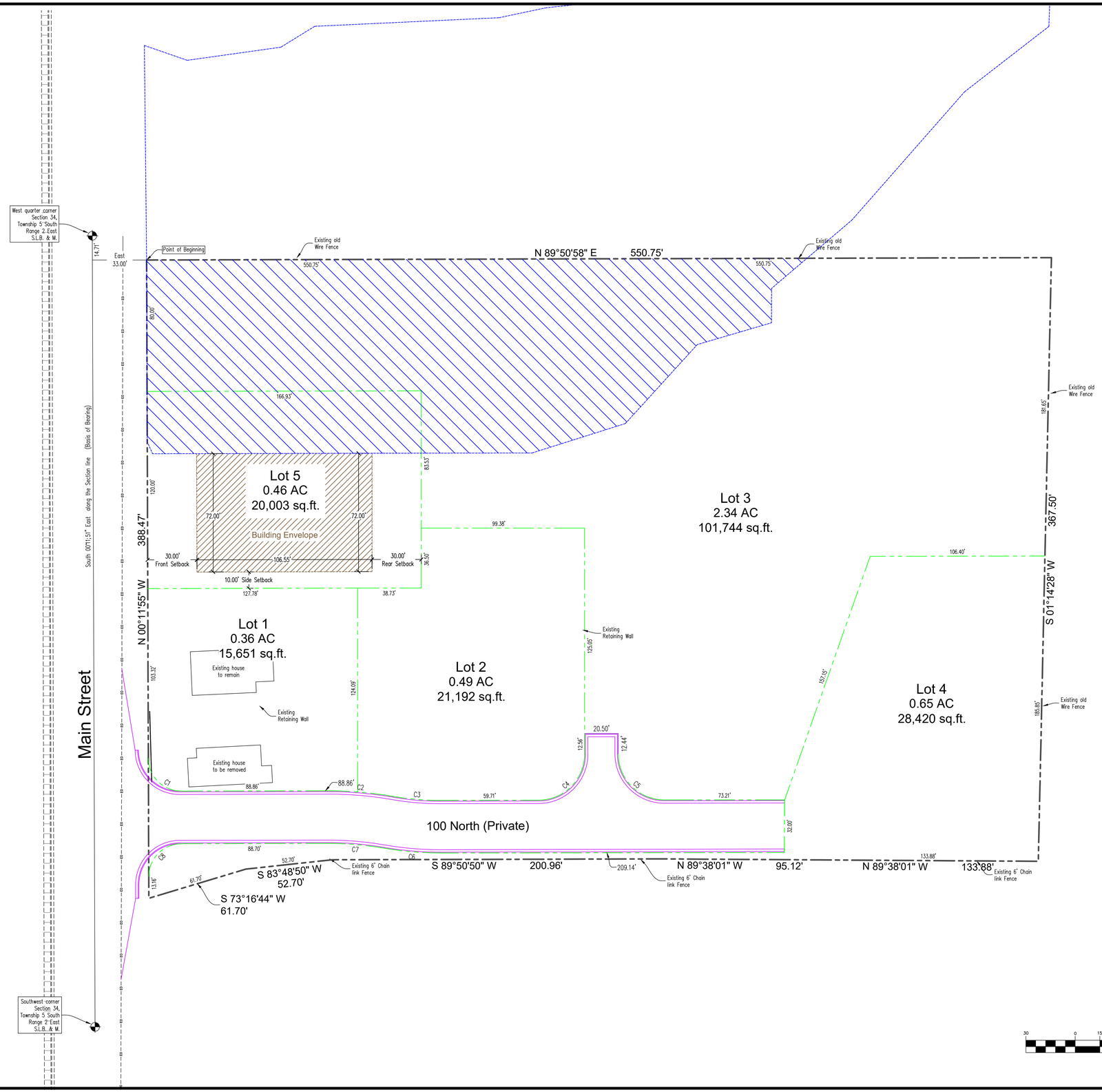
HAMMERHEAD TURN AROUNDS

LINDON CITY
100 NORTH STATE

STANDARD DRAWING NUMBER: 8b

CAD DWG: LC StdDwgs.dgn
PLOT SCALE: 1.000
DRAWN BY: SAC
DESIGN BY: MLC
CHECKED BY: MLC
ADOPTED DATE: 10 OCT 2019

NORTH
1" = 30'



CAUTION!!! Notice to contractors

The Contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on records of the carious utility companies and where possible from measurements taken in the field. the information is not to be considered exact or complete. The Contractor must notify the utility location center at least 48 hours prior to any excavation to request the exact location of the utilities in the field. It shall be the responsibility of the Contractor to relocate all existing utilities which conflict with the proposed improvements shown on the plan.

Know what's below. 811
Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

The Hollows Subdivision
Preliminary Plat
Lindon, Utah

Revisions

Date	4-24-2020
Scale	1" = 30'
By	TD
Tracing No.	L -

Sheet No.
C - 2.0

The Lindon City Planning Commission held a regularly scheduled meeting on **Tuesday, October 8, 2019 beginning at 7:00 p.m.** at the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

REGULAR SESSION – 7:00 P.M.

Conducting:	Sharon Call, Chairperson
Invocation:	Steve Johnson, Commissioner
Pledge of Allegiance:	Rob Kallas, Commissioner

PRESENT	**EXCUSED**
Sharon Call, Chairperson	Renee Tribe, Commissioner
Rob Kallas, Commissioner	
Mike Marchbanks, Commissioner	
Steven Johnson, Commissioner	
Scott Thompson, Commissioner	
Jared Schauers, Commissioner	
Mike Florence, Planning Director	
Anders Bake, Associate Planner	
Brian Haws, City Attorney	
Kathy Moosman, City Recorder	

1. **CALL TO ORDER** – The meeting was called to order at 7:00 p.m.

2. **APPROVAL OF MINUTES** –The minutes of the regular meeting of the Planning Commission meeting of September 24, 2019 were reviewed.

COMMISSIONER JOHNSON MOVED TO APPROVE THE MINUTES OF THE REGULAR MEETING OF SEPTEMBER 24, 2019 AS PRESENTED. COMMISSIONER KALLAS SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

3. **PUBLIC COMMENT** – Chairperson Call called for comments from any audience member who wished to address any issue not listed as an agenda item. There were no public comments.

Mike Florence, Planning Director, made note that an item that was noticed to residents for an Auto Repair Shop has been cancelled.

CURRENT BUSINESS –

4. **Public Hearing – A recommendation to the Lindon City Council to amend the Lindon City development manual regarding street cross sections.** Kirk Williamson requests Ordinance Amendment approval to amend the Lindon City Development Manual to create a new public street cross section for Lindon's Sensitive Area District 3.

COMMISSIONER THOMPSON MOVED TO OPEN THE PUBLIC HEARING. COMMISSIONER KALLAS SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Mike Florence, Planning Director, led this discussion by stating the applicant, Kirk Williamson, who is attendance, is proposing to amend the Lindon City Development Manual and proposes an alternative public street cross-section that would only apply to the Sensitive Area District 3 which is better known as "The Hollow" area.

He explained that Mr. Williamson's son-in-law recently constructed a home on this property and Mr. Williamson would like to add additional lots including a home for himself. Mr. Williamson and staff feel that as much land should be protected in the Hollow as possible. Therefore, an alternative road design is being proposed and an amendment to the hammerhead turnaround specifications to accomplish this petition. He noted Mr. Williamson presented this item to the planning commission as a concept plan on August 27, 2019

He indicated that Mr. Williamson and the City have worked together for some time on a road cross-section that would meet public standards but also help to preserve property within the "Hollow" area. By making the proposed changes to the cross-section and hammerhead, Mr. Williamson will be able to "cluster" his development to preserve open areas within this sensitive land area. The City is also working with Mr. Williamson on preserving property in the bottom of the Hollow for run-off detention and this amendment would help preserve land for this purpose. Mr. Florence pointed out if the planning commission and city council approve the new cross-section, then Mr. Williamson will return for subdivision approval.

Mr. Florence then presented the future subdivision proposal, Concept Staff Report from August 27, 2019, and the Planning Commission Meeting Minutes from August 27, 2019 followed by discussion.

Commissioner Marchbanks suggested to use this in more areas than just the sensitive areas. Commissioner Kallas agreed with that statement. He did have a question on parking and on the water issue. Mr. Florence stated JUB Engineering mapped it out with an analysis and easement and the likelihood of flooding happening would be unlikely. Commissioner Kallas commented it restricts the width but not the depth and understands that staff will take that under consideration.

Chairperson Call asked if there were any further public comments or discussion. Hearing none she called for a motion to close the public hearing.

COMMISSIONER MARCHBANKS MOVED TO CLOSE THE PUBLIC HEARING. COMMISSIONER JOHNSON SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Chairperson Call called for any comments or discussion from the Commission. Hearing none she called for a motion.

COMMISSIONER MARCHBANKS MADE A MOTION TO RECOMMEND TO THE CITY COUNCIL APPROVAL OF ORDINANCE AMENDMENT 2019-15-O AS PRESENTED. COMMISSIONER KALLAS SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

CHAIRPERSON CALL	AYE
COMMISSIONER KALLAS	AYE
COMMISSIONER JOHNSON	AYE
COMMISSIONER MARCHBANKS	AYE
COMMISSIONER THOMPSON	AYE
COMMISSIONER SCHAUERS	AYE

THE MOTION CARRIED UNANIMOUSLY.

5. **Public Hearing – A recommendation to amend the Lindon City zoning map from R1-20 to CG at approximately 229 W 400 N.** Colts Neck Investments, LLC requests approval for a Zoning Map Amendment to change the zoning of the property at approximately 229 W. 400 N. from Residential (R1-20) to Commercial General (CG). Parcel #14:068:0163.

COMMISSIONER KALLAS MOVED TO OPEN THE PUBLIC HEARING. COMMISSIONER MARCHBANKS SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Anders Bake, Associate Planner, led this discussion by stating the applicant Tim Clyde is in attendance to request a rezone on the subject parcel from residential (R1-20) to Commercial (CG). The purpose of the request is to allow egress of vehicle deliveries from State Street through to 400 North. Mr. Clyde owns the property directly south of the subject property that he uses to store materials for his business, Fence Specialist. Trucks coming in and out of the south property are currently required to back out of the property on to State Street which is difficult and hazardous. He noted in order for the applicant to use the 400 North property the subject property must be rezoned to commercial. If the planning commission and city council vote to approve the rezone request then staff will recommend that the approval be conditioned on curb, gutter, and sidewalk being installed along 400 North as well as the landscaping meet city code requirements.

Mr. Bake further explained if the planning commission and city council vote to approve the rezone request the applicant will be required to come back for site plan approval from the planning commission. This item was brought before the planning commission and city council in 2007 for a zone change request but was denied at that time as the City felt at that time that the property should remain residential. He noted the meeting minutes from August and September, 2007 are included in the staff packet.

Mr. Bake went on to say the subject parcel at approximately 229 W 400 N is currently designated in Lindon's General Plan as Residential Low. The General Plan states that the purpose of this category is to provide areas of low-density residential neighborhoods of essentially spacious and uncrowded character to promote the benefits of an open, rural atmosphere, and to provide for areas where large animals are permitted. Includes area typically zoned as R1-20 and the property is currently zoned R1-20.

Mr. Bake indicated Lindon City Code states that the single family residential zones (R1) are established to provide areas for the encouragement and promotion of an environment for family life by providing for the establishment of one (1) family detached dwellings on individual lots that are separate and sheltered from non-residential uses

ORDINANCE NO. 2020-11-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING THE LINDON CITY LAND DEVELOPMENT POLICIES, STANDARDS SPECIFICATIONS AND DRAWINGS FOR A NEW SUB-LOCAL STREET CROSS-SECTION AND HAMMERHEAD TURNAROUND REQUIREMENTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council is authorized by state law to enact and amend ordinances establishing land use regulations; and

WHEREAS, the proposed amendment is consistent with the goal of the general plan to encourage creative approaches to housing development which will maintain and protect natural resources and environmental features; and

WHEREAS, the proposed amendment is consistent with the goals of the Lindon City General Plan that street classifications should be determined by projected traffic volumes, desired operation speeds, projected traffic types, projected construction phasing and location; and

WHEREAS, the proposed amendment is consistent with the goals of the Lindon City General Plan that the City should establish goals to improve the overall design and appearance of roadways within the community and to ensure that circulation facilities are designed and developed in harmony with adjacent land uses (e.g., treescapes along streets, park strips); and

WHERAS, While Lindon City and the property owners in the proposed Sensitive Area District 3 agree that the proposed amendment is consistent with the goals of the Lindon City General plan and will help facilitate appropriate development, it is also understood and agreed that portions of area known as the “Hollow” are located in a flood plain and that it is necessary protect such areas, as well as other areas of the City, by having the property owners grant Lindon City a detention easement; and

WHEREAS, Lindon City and the property owners in the proposed Sensitive Area District 3 have agreed to enter into a detention easement agreement to help protect Lindon City and the area known as the “Hollow”, it is appropriate that the amendments authorized by this Ordinance become effective upon the recording of said easement; and

WHEREAS, on October 8, 2019, the Planning Commission held a properly noticed public hearing to hear testimony regarding the ordinance amendment; and

WHEREAS, after the public hearing, the Planning Commission further considered the proposed ordinance and recommended that the Council adopt the attached ordinance;

WHEREAS, the Council held a public hearing on June 1, 2020, to consider the recommendation and the Council received and considered all public comments that were made therein.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lindon, Utah County, State of Utah, as follows:

SECTION I: AMENDMENT OF LINDON CITY'S LAND DEVELOPMENT POLICIES, STANDARDS SPECIFICATIONS, AND DRAWINGS.

The Lindon City Land Development Policies, Standards Specifications, and Drawings are amended as follows:

SECTION II: SEVERABILITY.

The provisions of this ordinance and the provisions adopted or incorporated by reference are severable. If any provision of this ordinance is found to be invalid, unlawful, or unconstitutional by a court of competent jurisdiction, the balance of the ordinance shall nevertheless be unaffected and continue in full force and effect.

SECTION III: AMENDMENT OF CORRESPONDING ORDINANCES AND PROVISIONS.
Provisions of other ordinances in conflict with this ordinance and the provisions adopted or incorporated by reference are hereby repealed or amended as provided herein.

SECTION IV: CONDITIONS OF ENACTMENT.

The enactment of this Ordinance is conditioned upon the signing and recording of a detention easement as agreed to by Lindon City and the property owners in Sensitive Area District 3. Said easement must be signed a recorded no later than August 1, 2020, or this ordinance shall expire by its own terms and shall be void and of no effect.

SECTION V: EFFECTIVE DATE.

This ordinance shall take effect upon the signing and recording of the detention easement granted to Lindon City by the property owners in Sensitive Area District 3 and upon posting of the Ordinance as provide by law.

PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this _____day of _____, 2020.

_____
Jeff Acerson, Mayor

ATTEST:

_____
Kathryn A. Moosman,
Lindon City Recorder

SEAL

10. **Public Hearing — Ordinance # 2020-9-O;** Zone map amendment to Residential Business Overlay zone for the property located at 172 S. Main Street. Application is made by Mike Podzikowski with Island Dance Studio. Parcel # 14:069:0236 *(15 minutes)*

See attached materials from the Planning Department.

Sample Motion: I move to (approve, deny, continue) Ordinance #2020-9-O (as presented, or with changes).

Zoning Map Amendment -172 South Main Street

Date: June 1, 2020 Project Address: 172 South Main Street Parcel ID: 14-069-0236 Size: 0.7 acres/ 30,840 square feet Applicant: Mike Podzikowski Property Owner: Podzikowski, Micheal and Lani General Plan: Commercial Current Zone: General Commercial (CG) Requesting include Residential Business Overlay (RBO) Type of Decision: Legislative Council Action Required: Yes Presenting Staff: Michael Florence	Motion I move to (*approve, deny, continue*) ordinance 2020-9-O to amend the Lindon City zoning map at 172 South Main Street (parcel ID number 14-069-0236) to include the Residential Business District Overlay (RBO), with the following condition(s): 1. The applicant complies with all site plan, building permit, and business license approvals and requirements for the Residential Business District Overlay (RBO) and 2. All building improvements are completed by December 31, 2020 3. All items of the staff report.

Summary of Key Issues

1. Whether to recommend approval of a request to change the Zoning Map designation of the subject property to include the Residential Business District Overlay (RBO). The underlying General Commercial zone will stay in effect with the overlay.

Overview

1. The applicant is requesting to rezone the subject property to apply the Residential Business District Overlay (RBO) to the property. The purpose of the request is to allow the applicant to continue using the property as their residence while also allowing them to legally operate their business. The applicant's business, Island Dance Studio, has been in operation for about 3 years at the property and provides dance lessons for up to 45 students at a time.
2. The applicants request to apply the Residential Business District Overlay (RBO) to the property will allow the applicant to legally operate their business from the property if the requirements in the ordinance are followed. The ordinance requires that the applicant receive site plan approval, a building permit, and a business license to demonstrate that the requirements in the ordinance are being met.
3. The planning commission heard both the zone map amendment and site plan items at their April 28, 2020 meeting. The planning commission unanimously recommended approval of the zoning map amendment and unanimously approved the site plan with two conditions:
    a. Site plan approval is contingent upon the city council approving the zone map amendment;
    b. The site improvements need to be made in a phased plan as allowed under ordinance 17.17.125. The planning commission gave the applicant until December 31, 2020 to complete the site improvements.
4. An item that is concerning to city staff are the life safety and ADA improvements that need to be made to the residence. The applicant has stated to staff that they can have the building improvements completed by December 31, 2020. Staff recommends that the ordinance be conditioned upon the completion of the improvements to the structure, which must be completed by no later than December 31, 2020.
5. Residential Business Overlay ordinance requirements are found in Title 17.43

Surrounding Zoning and Land Use
North: General Commercial (CG) – Lindon's Edge business park
East: General Commercial (CG) – residential
South: Orem residential (R-8)/commercial (C2) – residential/North Orem InstaCare
West: Low Density Residential (R1-20) – residential

Background

1. In 2016, Ms. Podzikowski purchased the property on the corner of Main Street and 200 South (172 South Main). At the time, the property had an old home on it and the property was split zoned with a small corner residential and the majority commercial. With plans to build a new home and operate her existing dance company from the home, Ms. Podzikowski felt the property was a good fit with its proximity to commercial operations.
2. Ms. Podzikowski demolished the old home and build a new home under City ordinances allowing such. Upon completion of the home, Ms. Podzikowski obtained a home occupation license and began operating her dance company.
3. Not long after operations began, City Staff became aware that the number of students and contracted staff was well beyond the home occupation allowances. The home occupation requirements limit the space used by the business to 500 square feet, additional staff to one nonresident, and the traffic generated by the business to five vehicles per hour. The applicant would not be able to continue operation of their business the way they currently are under these requirements. After many discussions with City Staff on potential solutions, Ms. Podzikowski decided to apply for a new ordinance that would allow them to continue using the property as their residence while also allowing them to legally operate their business.
4. The applicant submitted an application on May 19, 2017 to create the Residential Business District Overlay zone. The application was reviewed by the Planning Commission on 12 June 2018, 10 July 2018, and 14 August 2018 before receiving a favorable recommendation to the City council. The overlay zone then received City Council approval on 21 August 2018.
5. Staff contacted the property owners in 2019 to request that they file for the RBO zone change and bring the property into compliance. Since that time the applicant has met with city staff multiple times to discuss the site plan and building requirements that need to be applied to this property in order to operate their business under the Residential Business District Overlay zone.
6. The applicant is now requesting to apply the Residential Business District Overlay zone to their property. The applicants have submitted building plans and filed a building permit application.

Zoning

1. The subject parcel at 172 South Main Street is currently designated in Lindon's General Plan as Commercial. The General Plan states that the purpose of the commercial area to provide areas in appropriate locations where a combination of business, commercial, entertainment, and related activities may be established, maintained, and protected. Commercial use areas should be located along major arterial streets for high visibility and traffic volumes.
2. The proposed zone map amendment would include the Residential Business District Overlay but leaving the General Commercial zone as the base zone. The Lindon City code states that the purpose of the RBO residential/business district overlay is to allow small scale instruction, service, and office uses oriented to the local area within residential neighborhoods along higher volume streets and/or within or adjacent to nonresidential zones. Development is intended to be

pedestrian oriented while acknowledging the need for automobile access and parking. The standards for the district are intended to promote appropriately scaled building and site design that focuses on compatibility with existing uses. The RBO is not intended to replace home occupation permits available in residential zones throughout the city as outlined in Section 17.04.400.

3. The Residential Business District Overlay zone allows for the following permitted uses upon receipt of a business license and pursuant to the standards specified in the section:
    a. Barbers, cosmetologists, manicurists.
    b. Culinary, bakery, food preparation.
    c. Consultant or professional services with additional employees or contractors.
    d. Contractor, "handyperson," and landscape or yard maintenance contractor; subject to the special conditions that no construction materials or equipment will be stored on the premises outside of an approved structure.
    e. Preschool.
    f. Home instruction including, but not limited to, in-home lessons such as: musical instruments, voice, dance, acting, graphic arts, art, and educational subjects, swimming, tennis, and other athletic instruction.
    g. Other permitted uses include any land use permissions in the underlying zone.

Site Requirements

The following site requirements must be met for a property to be eligible for a rezone to the Residential Business District Overlay zone:

Requirement	Provided	Compliance
At least 50' of frontage along a major collector road	130 feet along 200 South	Yes
Be a minimum of 30,000 square feet	30,840 square feet	Yes
Be adjacent to the General Commercial zone along State Street or within a nonresidential zone.	Currently zones General Commercial	Yes

Exhibits

1. Aerial Photo
2. Ordinance
3. April 28, 2020 Planning Commission meeting minutes

Main Street
200 South

ORDINANCE NO. 2020-9-O

AN ORDINANCE OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, AMENDING THE ZONING MAP ON PROPERTY IDENTIFIED BELOW FROM GENERAL COMMERCIAL (CG) TO RESIDENTIAL/BUSINESS DISTRICT OVERLAY (RBO) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council is authorized by state law to amend the Lindon City zoning map; and

WHEREAS, on January 6, 2020, the property owner submitted an application to amend the Lindon City zoning map of approximately .70 acres from Residential General Commercial (GC) to Residential/Business District Overlay (RBO); and

WHEREAS, the City Council finds that certain changes are desirous in order to implement the City's General Plan; and

WHERAS, the proposed amendment is consistent with the goal of the general plan to strengthen the identity of the City by land uses which contribute to the unique character of the community; and

WHEREAS, the proposed amendment is consistent with the goal of the general plan to improve the image and appearance of commercial areas, and carefully limiting any negative impacts of commercial facilities on neighboring residential land use areas, particularly residential development; and

WHEREAS, on April 28, 2019, the Planning Commission held a properly noticed public hearing to hear testimony regarding the zoning map amendment; and

WHEREAS, after the public hearing, the Planning Commission further considered the proposed zoning map amendment and recommended that the Council adopt the attached ordinance;

WHEREAS, the Council held a public hearing on April 28, 2020, to consider the recommendation and the Council received and considered all public comments that were made therein.

WHEREAS, the Planning Commission conditioned its recommendation to adopt the ordinance upon the condition that site improvement need to be made in a phased manner so as to allow the applicant time to complete the necessary improvements to both the existing structure and the adjoining site, while still ensuring that necessary site improvement are completed within a reasonable time frame; and

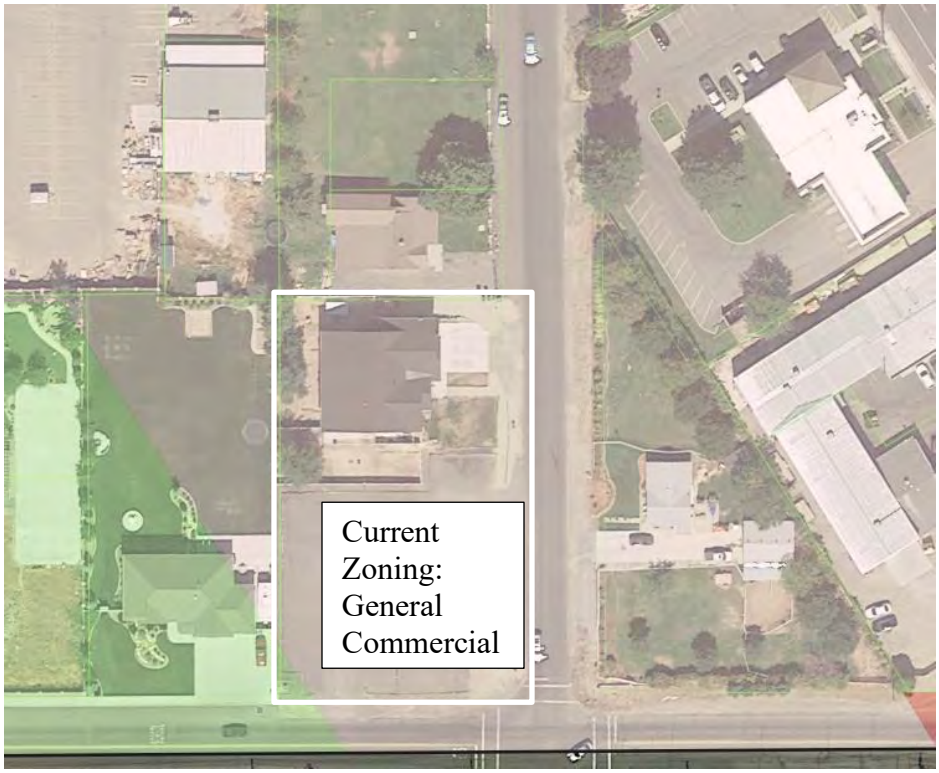
WHEREAS, the Council agrees with the conditions and timing of the required improvements recommended by the Planning Commission, with the exception that the Council finds that improvements necessary to bring the existing structures on the property into compliance with the Americans with Disabilities Act (ADA) and other life safety improvements are critical to ensure that the amended zoning meets the intent and purpose of the general plan and that such improvement should be made no later than the end of December 2020 ; and

WHEREAS, the Council and the applicant agree it is appropriate to condition of the amendment of the zone upon the completion of the improvement to the structures, which improvements must be completed no later than December 31, 2020.

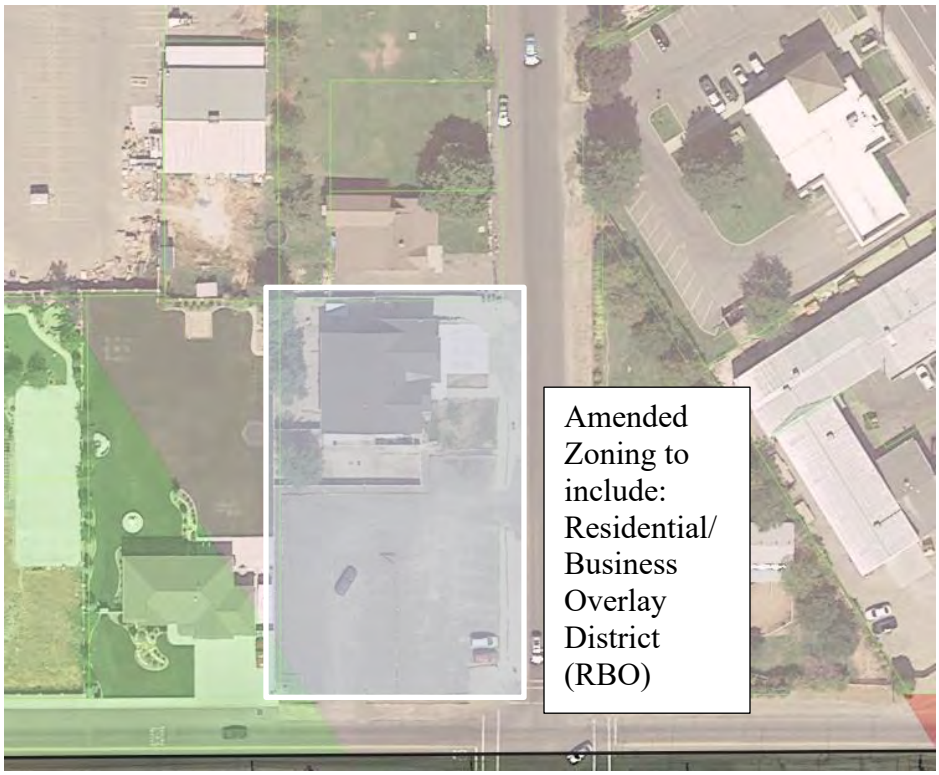
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lindon, Utah County, State of Utah, as follows:

SECTION I: AMENDMENT OF THE LINDON CITY ZONING MAP.

The Lindon City Zoning Map is hereby amended as follows:



Parcel ID	Property Owner	Address
14:069:0236	PODZIKOWSKI, MICHAEL J & LANI M	172 S. Main



Property Rezoned from General Commercial (CG) to Residential/Business Overlay District (RBO)

SECTION II: SEVERABILITY.

The provisions of this ordinance and the provisions adopted or incorporated by reference are severable. If any provision of this ordinance is found to be invalid, unlawful, or unconstitutional by a court of competent

jurisdiction, the balance of the ordinance shall nevertheless be unaffected and continue in full force and effect.

SECTION III: AMENDMENT OF CORRESPONDING ORDINANCES AND CODE PROVISIONS.

Provisions of other ordinances in conflict with this ordinance and the provisions adopted or incorporated by reference are hereby repealed or amended as provided herein.

SECTION IV: CONDITIONS OF ENACTMENT.

The enactment of this Ordinance is conditioned upon the applicant completing all necessary improvement to bring the existing structure(s) located within the zone into compliance with the applicable provisions of the ADA. Said improvements must be completed and approved by Lindon City no later than December 31, 2020, or this Ordinance shall expire by its own terms and shall be void and of no effect.

SECTION V: EFFECTIVE DATE.

This ordinance shall take effect upon proof of that all existing structures have been brought into compliance with the applicable provisions of the ADA and upon posting as provide by law.

PASSED and ADOPTED and made EFFECTIVE by the City Council of Lindon City, Utah, this _____day of _____, 2020.

_____
Jeff Acerson, Mayor

ATTEST:

_____
Kathryn A. Moosman,
Lindon City Recorder
SEAL

The Lindon City Planning Commission held a regularly scheduled *electronic meeting* on **Tuesday, April 28, 2020 beginning at 6:00 p.m.** at the Lindon City Center, City Council Chambers, 100 North State Street, Lindon, Utah.

REGULAR SESSION – 6:00 P.M.

Conducting: Sharon Call, Chairperson
Invocation: Sharon Call

PRESENT	**EXCUSED**
Sharon Call, Chairperson	
Mike Marchbanks, Commissioner	
Rob Kallas, Commissioner	
Steven Johnson, Commissioner	
Scott Thompson, Commissioner	
Jared Schauers, Commissioner	
Renee Tribe, Commissioner	
Mike Florence, Planning Director	
Anders Bake, Associate Planner	
Brian Haws, City Attorney	
Kathryn Moosman, City Recorder	

1. **CALL TO ORDER** – The meeting was called to order at 6:00 p.m.

2. **APPROVAL OF MINUTES** –The minutes of the regular meeting of the Planning Commission meeting of April 14, 2020 were reviewed.

COMMISSIONER KALLAS MOVED TO APPROVE THE MINUTES OF THE REGULAR MEETING OF APRIL 14, 2020 AS PRESENTED. COMMISSIONER JOHNSON SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

3. **PUBLIC COMMENT** – Chairperson Call called for comments from any audience member who wished to address any issue not listed as an agenda item. There were no public comments.

CURRENT BUSINESS –

4. **Public Hearing for a zone map amendment to Residential Business Overlay zone for the property located at 172 South. Main Street.** Application is made by Mike Podzikowski with Island Dance Studio. Parcel # 14:069:0236

COMMISSIONER THOMPSON MOVED TO OPEN THE PUBLIC HEARING. COMMISSIONER MARCHBANKS SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Anders Bake, Associate Planner, led this agenda item by giving an overview stating the applicant is requesting to rezone the subject property to apply the Residential Business District Overlay (RBO) to the property. The purpose of the request is to allow the applicant to continue using the property as their residence while also allowing them to legally operate their business. The applicant's business, Island Dance Studio, has been in operation for approximately three years at the property and provides dance lessons for up to 45 students at a time.

Mr. Bake stated the applicants request to apply the Residential Business District Overlay (RBO) to the property will allow the applicant to legally operate their business from the property if the requirements in the ordinance are followed. He noted the ordinance requires that the applicant receive site plan approval, a building permit, and a business license to demonstrate that the requirements in the ordinance are being met.

Mr. Bake stated in 2016, Ms. Podzikowski purchased the property on the corner of Main Street and 200 South (172 South Main). At that time, the property had an old home on it and the property was split zoned with a small corner residential and the majority commercial. With plans to build a new home and operate her existing dance company from the home, Ms. Podzikowski felt the property was a good fit with its proximity to commercial operations. He noted Ms. Podzikowski was able to demolish the old home and build a new home allowing under City ordinances due to the small corner of the property being residential. He added that construction of a new home after demolition of an existing home does not require upgrading public improvements.

Mr. Bake indicated upon completion of the home, Ms. Podzikowski obtained a home occupation license and began operating her dance company. Not long after operations began, City Staff became aware that the number of students and contracted staff was well beyond the home occupation allowances. The home occupation requirements limit the space used by the business to 500 square feet, additional staff to one nonresident, and the traffic generated by the business to five vehicles per hour. The applicant would not be able to continue operation of their business the way they currently are under these requirements.

Mr. Bake went on to say after many discussions with City Staff on potential solutions, Ms. Podzikowski decided to apply for a new ordinance that would allow them to continue using the property as their residence while also allowing them to legally operate their business. The applicant submitted an application on May 19, 2017 to create the Residential Business District Overlay zone. The application was reviewed by the Planning Commission on June 12, 2018, July 10, 2018, and August 14, 2018 before receiving a favorable recommendation to the City council. The overlay zone then received City Council approval on August 21, 2018. Staff contact the property owners in 2019 to request that they file for the RBO zone change and bring the property into compliance.

Mr. Bake commented since that time the applicant has met with city staff multiple times to discuss the site plan and building requirements that need to be applied to this property in order to operate their business under the Residential Business District Overlay zone. The applicant is now requesting to apply the Residential Business District Overlay zone to their property. They will then be required to receive site plan approval and a building permit to ensure that the requirements of this zone will be met.

Mr. Bake indicated the subject parcel at 172 South Main Street is currently designated in Lindon's General Plan as Commercial. The General Plan states that the

purpose of the commercial area to provide areas in appropriate locations where a combination of business, commercial, entertainment, and related activities may be established, maintained, and protected. Commercial use areas should be located along major arterial streets for high visibility and traffic volumes. The proposed zone map amendment would change the zoning of this parcel to the Residential Business District Overlay but leaving the General Commercial zone as the base zone. He noted Lindon City code states that the purpose of the RBO residential/business district overlay is to allow small scale instruction, service, and office uses oriented to the local area within residential neighborhoods along higher volume streets and/or within or adjacent to nonresidential zones.

Mr. Bake pointed out development is intended to be pedestrian oriented while acknowledging the need for automobile access and parking. The standards for the district are intended to promote appropriately scaled building and site design that focuses on compatibility with existing uses. He added the RBO is not intended to replace home occupation permits available in residential zones throughout the city as outlined in Section 17.04.400. The Residential Business District Overlay zone allows for the following permitted uses upon receipt of a business license and pursuant to the standards specified in the section:

a) Barbers, cosmetologists, manicurists.
b) Culinary, bakery, food preparation.
c) Consultant or professional services with additional employees or contractors.
d) Contractor, "handyperson," and landscape or yard maintenance contractor; subject to the special conditions that no construction materials or equipment will be stored on the premises outside of an approved structure.
e) Preschool.
f) Home instruction including, but not limited to, in-home lessons such as: musical instruments, voice, dance, acting, graphic arts, art, and educational subjects, swimming, tennis, and other athletic instruction.
g) Other permitted uses include any land use permissions in the underlying zone.

Mr. Bake then presented an Aerial Photo, Minutes from the August 14, 2018 Planning Commission, August 21, 2018 City Council Minutes and the Surrounding Area Zoning Map followed by discussion.

Chairperson Call spoke on letter received from Eric Barzeele, neighboring property owner, indicating his concerns of the overlay zone itself. She pointed out this overlay zone is already created and in place, so that is not the issue tonight; just if it complies with all the requirements. She added what we are doing tonight is to determine if we can apply this property to this zone.

Commissioner Kallas expressed his concern that this issue has gone on for so long. He asked for confirmation if this zone is applied to that property this will allow them to live at the property and operate the business. Mr. Bake confirmed that statement adding it would make it legal and they would be required to comply with all the requirements of the zone.

Mr. Florence clarified the zoning ordinance has been created, but they will be recommending to apply the overlay zone to the council. He noted the applicant is working through the building plans that will bring the home into compliance to get a building permit that will bring the building up to code.

Chairperson Call called for any public comments at this time. There was a comment from the applicant representative as follows:

Krishelle Travis addressed the commission at this time. She explained they are representing the applicants. They are working with the building official and plans are ready to be submitted for a building permit. She also spoke on the phasing of the improvements so they can be done in a matter that complies with the zone.

Chairperson Call called for any further public comments. Hearing none she called for a motion to close the public hearing.

COMMISSIONER THOMPSON MOVED TO CLOSE THE PUBLIC HEARING. COMMISSIONER KALLAS SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

Following some additional discussion, the commission was in agreement this appears to meet the requirements for the zone change.

Brian Haws, City Attorney, pointed out this is just at the recommendation phase and clarified this is just an overlay and a default to the underlying zoning. If the applicant doesn't agree to the requirements of the site plan, they can decide how they want to proceed and if they want to go on with their application to the City Council for consideration.

Chairperson Call called for any further comments or discussion from the Commission. Hearing none she called for a motion.

COMMISSIONER JOHNSON MOVED TO RECOMMEND APPROVAL OF ORDINANCE 2020-9-O TO AMEND THE LINDON CITY ZONING MAP AT 172 SOUTH MAIN STREET (PARCEL ID NUMBER 14-069-0236) TO RESIDENTIAL BUSINESS DISTRICT OVERLAY (RBO), WITH THE FOLLOWING CONDITION(S): 1. THE APPLICANT COMPLIES WITH ALL SITE PLAN, BUILDING PERMIT, AND BUSINESS LICENSE REQUIREMENTS FOR THE RESIDENTIAL BUSINESS DISTRICT OVERLAY (RBO) AND 2. ALL ITEMS OF THE STAFF REPORT. COMMISSIONER SCHAUERS SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

CHAIRPERSON CALL	AYE
COMMISSIONER MARCHBANKS	AYE
COMMISSIONER KALLAS	AYE
COMMISSIONER JOHNSON	AYE
COMMISSIONER THOMPSON	AYE
COMMISSIONER SCHAUERS	AYE
COMMISSIONER TRIBE	AYE

THE MOTION CARRIED UNANIMOUSLY.

5. **Site plan approval for Mike Podzikowski with Island Dance Studio – 172 South Main Street** Mike Podzikowski requests site plan approval to operate a dance studio under the Residential Business Overlay zone. Parcel # 14:069:0236

Mr. Bake, opened this agenda item by giving a brief summary explaining the applicant is now requesting site plan approval to use the property for a residential unit and to operate their business according to the provisions in the Residential Business District Overlay Zone. City staff is recommending that site plan approval be contingent upon the Planning Commission and City Council approving the Residential Business District Overlay zone. He noted the applicant's business, Island Dance Studio, has been in operation at the property for about three years.

Mr. Bake stated the Residential Business District Overlay Zone allows for home instruction including in-home dance lessons as a permitted use. The applicant will be required to obtain a building permit to ensure that the building meets commercial building requirements. Site improvements on this property will include additional landscaping around the parking area and the installation of curb, gutter, and sidewalk along 200 South and Main Street. Due to financial constraints during this COVID-19 period, the applicant may provide a site phasing plan that would need to be approved by the planning commission.

Mr. Bake indicated the subject property is at the Northwest corner of Main Street and 200 South. The street frontages along this property currently do not have curb, gutter, or sidewalk. Site Plan approval requires that the applicant provide these street improvements. The sidewalk will align with the existing sidewalk in front of the neighboring residential property on 200 South and the future sidewalk that will be installed on Main street as part of the Lindon's Edge development. The applicant will also be installing a Washington Postlite street light as required in the Lindon City Development Manual.

Mr. Bake stated the Residential Business District Overlay Zone requires that all front and corner side yards shall be maintained in landscaping with vegetation in a living, healthy condition. A minimum of eight feet (8') of landscaping, measured from back of walk, is required adjacent to all public rights-of-way, with seventy percent (70%) of the said landscaping covered with living vegetation and trees planted every thirty feet (30') on center. An 8-foot-wide landscaped strip is included on the applicants plans along 200 South and Main street. This strip will be covered in sod and will have maple trees planted every 20 feet on center. The landscaping requirements also state that if the parking areas are within twenty-four feet of the property line, additional landscape buffering or fencing shall be required to shield the parking area. The applicant is proposing more intensive landscaping in the eight-foot landscape strip to provide an additional buffer.

Mr. Bake went on to say the parking requirements in the Residential Business District Overlay Zone differ from those in commercial zones. Section 17.42.100 states that "parking spaces in an RBO zone are exempted from the surfacing, striping, and interior landscaping requirements as found in Chapter 17.18, but shall be provided with a dustless, hard surface material such as compacted gravel, asphalt, or concrete and shall be provided with a similar hard surfaced access from a public street." The proposed site plan has a gravel surface for the parking lot and does not include striping for the parking spaces. Railroad ties will be used at the ends of the parking stalls and along the border of the proposed parking lot. The ties will be secured to the ground with a 1-foot long metal stake placed at each end of the railroad tie and a paint mark will be placed on the railroad ties to indicate the location of each parking spot.

Mr. Bake noted the interior parking lot landscaping that is normally required in parking lots is not required in this zone. There will only be landscaping along the

perimeter of the parking lot. Two ADA compliant parking stalls and an accessible route to the building entrance will also be provided. He pointed out that a home instruction business in the Residential Business District Overlay Zone requires one parking stall per six students on site at peak operational hours. Staff has been told that the maximum number of students that will be in the building at a time is 45 students, requiring 7 stalls. The building official may identify a new occupancy once building plans have been submitted for review. The parking lot contains 40 stalls which should provide plenty of space for customers no matter the occupancy. The applicant's business has already been in operation for three years at the property and the city has not received any complaints regarding parking issues.

Mr. Bake commented for home instruction businesses in this zone, a plan showing pick up and drop off zones with the associated traffic patterns must be submitted and requires city engineer review and approval. The applicant has provided documents showing their traffic circulation plan which have been approved by the city engineer. Customers will enter the property from Main Street and drop off or pick up students in a designated area that is at the south end of the building. Customers will then exit the property onto 200 South.

Mr. Bake indicated that Lindon City Code requires that after site plan approval from the Planning Commission an applicant has twelve months to obtain final engineering approval of the plans and then twenty-four months to be issued a building permit for construction. The City Code allows for an exception to the expiration timeline through phased developments of Site Plans with Planning Commission approval. A phased development can split a project into phases and requires that each successive phase be completed within twenty-four months of the previous phase with all phases of the site plan being completed within six years. The City Engineer has approved the most recent revision of the site plan and will conduct a final review if the planning commission grants site plan approval.

Mr. Bake pointed out it has taken a number of years since the City adopted the RBO zone to get the applicants to file for the zone change and site plan approval and staff feels like this project is now moving in a good direction. This proposed Site Plan will allow the applicant to operate their business and comply with the zoning requirements of the Residential Business District Overlay Zone.

He noted the home was constructed as a single-family home but a majority of the home and garage are now being used for the dance studio. The building official has met with the applicant a number of times about bringing the home into compliance. The proposed improvements will allow the property to meet the site requirements of the RBO zone. The street improvements and additional landscaping will be a benefit to the area and help provide a transition between commercial and residential activities.

Mr. Bake then presented an Aerial photo, Parking Plan, Traffic Flow Plan, Site Plan and Landscaping Plan followed by some general discussion. Mr. Bake also read the conditions included in the motion.

Commissioner Thompson stated he has a problem with the phasing plan, and questioned whether or not we should be waiving anything that is safety related to a later date, as that may open the city up to liability; anything safety related should be done first.

Commissioner Kallas stated he has the same concerns with the phasing and feels allowing 5 years is too long and not reasonable. They have been operating for three years in violation of the code and he cannot agree to have five more years.

Krishelle Travis addressed the phasing stating they understand the comments noting safety is of upmost importance to the applicants. They will be putting the ADA stalls in and the routes to the building as to be compliant. She noted the phasing is because of the costs incurred and with the Covid 19 pandemic happening and everything shutting down in March, they just can't do the whole thing at once. The projection is based on costs and cash flow and when the covid restrictions are lifted and they can go back to normal operations. The restrictions of Covid 19 will have a dire impact on the dance studio business. They are working on how this will work with social distancing but there are some hurdles to be crossed. She added with loans they will do the Phase 1 improvements and a portion of curb, gutter, and sidewalk. They have broken it into phases so construction can happen as well. They want these improvements made as soon as possible based on what their cash flow will allow. This is the worst-case scenario and when the final bids come in to combine the phases, they believe overall project will cost approximately $150,000 total and they need to make up about $75,000 of that and that's why they are needing the phases.

Chairperson Call stated she understand the phases and that Covid has had an impact, but she would like to see that time shortened on the phasing to three years and reevaluate it at that point; this has been operating for so long out of compliance prior to Covid. Commissioner Kallas agreed he would like to see the time frame shortened and feels the street improvements should be completed.

Commissioner Thompson asked the city attorney what he advises regarding and liability issues. City Attorney, Brian Haws, stated the only part he would be concerned with would be the ADA requirements that would need to be taken care of and are in the first phase. He pointed out there are plenty of locations in the city operating without sidewalk and we do need to get those in. Any liability to the city would be a stretch, but there may be liability to the property owner.

Chairperson Call asked the commission what would be a reasonable time frame they would consider. The improvements need to be done as soon as they can. The commission understands things are going on with the Covid 19 and suggested perhaps a three-year time frame and then evaluate them on the progress made.

Commissioner Kallas commented that $150,000 is not huge amount for a commercial investment. Personally, he thinks the improvements should be completed within two years as it just shouldn't take that long. Commissioner Thompson stated he would be comfortable with two years for everything.

Mr. Florence suggested the option of two years and then they could come back with a progress report and ask for an extension due to a possible covid resurgence and recession and with an option to amend things if needed; the ordinance allows for a phasing plan.

Chairperson Call stated that we need to look at what Covid 19 has done to small business owners and at least give an option to come back in two years and to work with the applicant. Mr. Florence said another option would be to bond for the curb gutter sidewalk and lighting.

Krishelle Travis asked Mr. Florence if there are certain time frames in the code to comply with. It is her understanding that the phasing was based on the code and if this phasing plan is adopted, they would have had two years to complete the phases but couldn't exceed six years. Mr. Florence confirmed that statement and read the code. Mr. Florence then read comments off Facebook live at this time.

Applicant, Kelli Podikowski commented they want to get this done as fast as possible, and if not for the Covid 19 virus three years would have been fine, but four years would be safer; they want to be able to afford to do it all. They don't want to extend it and the plan is, as long as they have the finances in place, they will get it done and they hope to bounce back when the Covid restrictions are lifted and the city opens up.

Chairperson Call stated she is empathetic of the situation but feels like there needs to be a shorter time frame and then amend it if need be so there is a definite end in sight.

Ms. Podikowski added they don't know what is going to happen with Covid, and they understand the Commission has their job to do, but we can't see the future and they had to use up their reserves because of the shut down due to the virus.

Krishelle Travis explained the reason it has taken so long with the time constraint is they have been working out the compliance issues with the building official and it has taken time back and forth. And this would allow them the time to save the money as to not have to ask for the extension. No one was able to forecast the Covid 19 pandemic and it has put a wrench in that; this is the situation they are in. She would offer a compromise to agree to a time frame of 2 ½ years from this approval with an option to extend 12 months based on recovery and income flow to the business. And also, that the extension would be based on financial restrictions.

Chairperson Call stated she does not want to set a time frame on an extension. Commissioner Kallas suggested a 2-year timeframe and then come back for review for a possible extension. Chairperson Call feels the commission would consider the circumstances for an extension. Chairperson Call asked the commissioners if they would consider if the 4 phases are finished within first 2 years and have the owners come back and then consider an extension. Commissioner Thompson stated that sounds reasonable with phase one being done immediately.

The applicant, Mike Podikowski commented he feels they could do all four phases in two years as finances will allow. He explained part of the reason for the delay is the new zone overlay created which was a process that has taken some time. They have been seeking to get this done since they moved in. They are trying to meet all requirements because their property is straddling the commercial and residential zones and that is why it is a complicated issue. He feels that everything said here tonight seems reasonable. The reason they structured this way is because of the 6-year phased language in the code/ordinance. If they put in the 6-year figure from when they started that would give three additional years which he feels isn't unreasonable because of the Covid 19 pandemic. He pointed out they don't have any classes right now and are hoping by the fall it will pick up unless there is a second wave of Covid in the fall. So, within two to three years they realistically should be done, and they want it done as soon as possible. He also agrees it is a good idea to coordinate with the Lindon City Edge to do the sidewalk etc. at the same time and they are seeking a bid. Ms. Podikowski added they are ready to go as soon as possible and are just waiting for bids and approvals.

Chairperson Call commented she certainly hopes things can improve in a timely manner and they understand this is a very difficult situation.

Krishelle Travis also mentioned there is a deed that needs to be exchanged and executed prior to them being able to implement the plan. Mike Florence stated he is aware of the deed and the City Engineer has the deed that needs to be recorded.

Commissioner Kallas asked what the code says about separation to the west and this property and if there should be a block wall as it appears the existing wall is vinyl.

Mr. Florence stated the code doesn't say anything about the fencing and they are not required to do fencing.

Commissioner Tribe suggested, because she has been a small business owner, and she appreciates the complexities and challenges with revenues etc. Due to the virus, you cannot social distance with their business and would be a unique function of what they are offering. She would like this to be wrapped up by December of 2022 (2 1/2 years). She pointed out that small businesses are such an important backbone to our city and country and feels we need to support them in what they are doing for the community.

Chairperson Call called for any further comments or discussion from the Commission. Hearing none she called for a motion.

COMMISSIONER KALLAS MOVED TO APPROVE THE APPLICANT'S REQUEST FOR SITE PLAN APPROVAL WITH THE FOLLOWING CONDITIONS: 1. SITE PLAN APPROVAL IS CONTINGENT UPON ZONE MAP AMENDMENT APPROVAL FROM THE LINDON CITY COUNCIL TO REZONE THE PROPERTY TO THE RESIDENTIAL BUSINESS DISTRICT OVERLAY ZONE (RBO); 2. THE PLANS WILL MEET RELEVANT SPECIFICATIONS AS FOUND IN THE LINDON CITY DEVELOPMENT MANUAL; 3. THE APPLICANT WILL COMPLY WITH ALL BONDING REQUIREMENTS; 4. THE APPLICANT WILL ENSURE THAT CUSTOMERS FOLLOW THE PROPOSED PICK UP AND DROP OF REQUIREMENTS AS EXPLAINED IN THE STAFF REPORT; 5. THE APPLICANT WILL OBTAIN A BUILDING PERMIT AND MEET COMMERCIAL BUILDING REQUIREMENTS FOR THE PRIMARY STRUCTURE ON THE PROPERTY; 6. THE BUSINESS WILL COMPLY WITH THE MAXIMUM OCCUPANCY REQUIREMENTS FOR THE PRIMARY STRUCTURE; 7. THE APPLICANT WILL CONTINUALLY HOLD A BUSINESS LICENSE WITH LINDON CITY AND WILL COMPLY WITH THE ADDITIONAL BUSINESS LICENSE REQUIREMENTS FOR THE RBO ZONE; 8. THE APPLICANT WILL HAVE ALL IMPROVEMENTS IN BY DECEMER 31, 2022; AND 9. ALL ITEMS OF THE STAFF REPORT. COMMISSIONER MARCHBANKS SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

CHAIRPERSON CALL	AYE
COMMISSIONER MARCHBANKS	AYE
COMMISSIONER KALLAS	AYE
COMMISSIONER JOHNSON	AYE
COMMISSIONER THOMPSON	AYE
COMMISSIONER SCHAUERS	AYE
COMMISSIONER TRIBE	AYE

THE MOTION CARRIED UNANIMOUSLY.

6. **Public Hearing:** Ordinance amendment to Title 17.76 Planned Residential Development Overlay Zone.

COMMISSIONER MARCHBANKS MOVED TO OPEN THE PUBLIC HEARING. COMMISSIONER TRIBE SECONDED THE MOTION. ALL PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

11. Review & Action —Resolution #2020-15-R; Lindon City Policy & Procedures Manual updates. The Council will review and consider updates made to the employee policy manual.
(10 minutes)

See attached summary of changes and the entire updated policy manual with strike-out / underlined new wording included. Many of these more significant updates have been previously discussed and/or approved by the City Council, and will be ratified by approval of this Resolution.

Sample Motion: I move to (approve, deny, continue) Resolution #2020-15-R (as presented, or with changes).

<u>Summary of significant updates to Lindon City Policy & Procedures Manual, June 1, 2020:</u>

- Introduction: Addition and reference to Utah Protection of Public Employees Act (whistle blowers act)
- Section 2.6: Reference to Utah code Annotated 63G-7-902, protecting / indemnifying employees acting in the course of their work duties
- Section 2.14: addition of Employee Safety Incentive Awards Program (*previously approved by Council*)
- Section 3.3: clarifying authorized use of on-call take-home vehicles; must be within 30 minutes of city (can't be driven farther than 30 mins from city)
- Section 3.5.1: addition of surplus firearms policy (*previously approved by Council*)
- Section 4.16: addition of meal and refreshment purchasing policy to conform with State Auditor requirements
- Section 5.18.3: Mandatory reporting of harassment is required
- Section 5.22 – 5.23: Computer and cell phone use updates; no expectation of privacy on city computer equipment/phones; data security / protection; minimal personal use is permitted
- Section 6.1.2: Merit increases section updated to reflect new pay scale chart; score of 7.0 (out of 10) or higher enables moving to next pay step; score of 6.0 or higher for newer employees on steps 1-5 enables moving to next pay step.
- Section 6.1.2.a: Merit Pay Bonus program updates; clarifies when employee that is 'topped out' on pay scale is eligible for lump bonus; not paid until earned; limits bonus to 2% of annual pay
- Section 6.1.7: On-call pay updates; weekly on-call pay of $200 (*previously approved by Council*). Addition of weekend garbage disposal pay of $30 flat fee for Parks dept when back-to-back pavilion/facility rentals occur
- Section 6.4.1: Insurance premium participation rates updated (*previously approved by Council*)
- Section 7.8: Drugs Free Workplace policy; reference to State of Utah medical cannabis laws
- Appendix A: update to Performance Evaluation scoring sheet to remove old scoring system (*previously approved by Council*)

RESOLUTION NO. 2020-15-R

A RESOLUTION APPROVING UPDATED POLICIES AND PROCEDURES FOR LINDON CITY EMPLOYEES, TO BE INCLUDED IN THE LINDON CITY POLICIES AND PROCEDURES MANUAL, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Lindon City Policies and Procedures Manual (Manual) was created by ordinance in Lindon City Code Chapter 1.20, to govern the administrative functions and employee policies of the City that are not otherwise outlined within Lindon City Code and identifies the organizational structure, rules, benefits, responsibilities, and obligations of employment with the City including policies on topics such as risk management, proper use of city property and equipment, purchasing and procurement, personnel policies, employee benefits, performance responsibilities, etc., and

WHEREAS, the Manual as is currently constituted, and as may be amended from time to time, is authorized as an official regulatory document of Lindon City and is supplementary to the ordinances thereof, and minor alterations to the Manual can be authorized by the City Administrator, with periodic ratification by the City Council, but significant policy changes to the Manual shall be subject to approval by the City Council after recommendation by the City Administrator, and

WHEREAS, Lindon City desires to now amend portions of the Manual regulating employee and city functions to conform with current practices and laws of the State of Utah; and

WHEREAS, enactment of new and updated Policies and Procedures will ensure fair and legal practices to govern the employee and city practices and job functions for the City; and

WHEREAS, the creation of the new policies will benefit the City and the public for which it serves.

THEREFORE, BE IT RESOLVED by the Lindon City Council as follows:

Section 1. The Lindon City Policies and Procedures Manual is hereby amended and approved to include updated Policies and Procedures as attached in Exhibit A.

Section 2. This resolution shall take effect immediately upon passage.

Adopted and approved this 1st day of June, 2020.

By _____
Jeff Acerson, Mayor

Attest:

By _____
Kathryn A. Moosman, City Recorder

SEAL:

Lindon City Policies and Procedures Manual

Revised & Adopted April 18, 2017 – Resolution #2017-11-R
Updated Feb. 6, 2018 – Resolution #2018-5-R
Updated Nov. 20, 2018; Resolution #2018-22-R
Updated May 7, 2019 Resolution #2019-13-R
Updated Jan. 7, 2020 – Resolution #2020-2-R
Updated June 1, 2020 – Resolution #2020-15-R

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Introduction

Welcome to Lindon City! We hope employment with Lindon provides you with a challenging and rewarding experience. The information contained in this manual was prepared to give employees a better understanding of the benefits, responsibilities, and obligations of employment with the City. Please read it thoroughly and retain it for future reference. Employees are expected to be familiar and comply with the policies and procedures described in this manual.

Policy Manual Creation and Applicability

The Lindon City Policies and Procedures Manual (policy manual) is created and authorized as outlined in Lindon City Code, Chapter 1.20 (Policies and Procedures) to govern the administrative functions and employee policies of the City that are not otherwise outlined within Lindon City Code. The Manual should identify the organizational structure, rules, benefits, responsibilities, and obligations of employment with the City including policies on topics such as risk management, proper use of city property and equipment, purchasing and procurement, personnel policies, employee benefits, performance responsibilities, etc. These policies are applicable organization-wide. As such, this manual supersedes and replaces all department-specific policies in the event of a current or future conflict. Additional department-specific policies and procedures are incorporated herein by reference, including the Lindon City Police Department Policy Manual (Lexipol manual), the Lindon City Aquatic Center policies and procedures, Lindon City Justice Court policies, Public Works safety policies and procedures, adopted OSHA policies, etc.

Utah Protection of Public Employees Act

Employees are hereby noticed that by receipt of this policy manual they have been informed about and have been provided, through this internet link, a copy of the Utah Protection of Public Employees Act (Utah's "whistle blower" law) found in Utah Code 67-21, which outlines reporting of governmental waste or violations of law and protection/rights of reporting public employees.

Policies and Procedures Do Not Constitute a Contract

The policies and procedures expressed in this manual, as well as those in other personnel and department materials which may be issued from time to time, do not create a binding contract, agreement, obligation or liability on the part of the City. The City disclaims any construction of this manual as, or implication of, an employment contract.

This policy manual should not be construed to limit the City's right to discharge employees or to create any other obligation or liability on the City. The City reserves the right to unilaterally change or make exceptions to the policies and procedures stated in the manual at any time, for any reason.

No supervisor, manager, or representative of the City other than the Mayor or City Administrator, has the authority to enter into any agreement with you for employment for any specified period or to make any promises or commitments contrary to the foregoing sections of the manual. Any actual employment

agreement must be in writing and signed by the Mayor or City Administrator, or signed by the Department Head after approval from the City Administrator.

We wish you success in your position and hope that your employment relationship with the City will be an excellent experience. Should you have any questions about this manual, please contact our HR representative or the City Administrator.

Lindon City Employees' Value Statement

We Are Honest
We give truthful accurate statements to the best of our ability;

We Are Responsible
We give fairness, reliability, and devotion to our jobs serving the residents of Lindon;

We Are Respectful
We honor and value each person's point of view, whether a fellow employee or member of the public;

We Are Professional
We realize that each individual has their own perspective, and respond with tolerance, compassion, and generosity;

We Are Loyal
We stand beside each other and defend the principles and standards of Lindon City.

We Display the Qualities of Integrity.
We Represent Lindon City to the World.

Lindon City Community Vision Statement

It is Lindon City's Community Vision to provide for a strong, positive civic image and identity within a clean and attractive physical setting which seeks to preserve a high quality, open, rural living atmosphere which is also receptive to compatible services and amenities provided by some elements of urban living.

The Objectives of this Community Vision are to:

1. Recognize and promote Lindon as a dynamic Utah County community with a distinctive rural environment consistent with its traditional, family-oriented values.

2. Promote Lindon as a regional center for technology, commercial, and industrial facilities with excellent accessibility and a high quality business environment.

3. Organize and develop land use areas to take full advantage of Lindon's strategic location in regard to the major rail, highway, and air amenities.

4. Preserve, protect and enhance the historical, cultural, and natural resources of the community.

5. Maintain the quality of existing and future neighborhoods and land use areas within the City through preservation of animal rights, community beautification, improved parks & trails, and other pursuits relating to provident living, recognizing all segments of our community (age, economic status, etc.).

6. Channel future growth and development into areas that can be efficiently and effectively served by public infrastructure and facilities.

7. Ensure that new development is of high quality and reflects quality architectural and site design standards consistent with its particular use and location.

8. Promote intergovernmental cooperation and communication regarding issues of future development within and around Lindon City.

9. Protect and maintain the rights of Lindon City residents to own and possess on their property, as is appropriate for property size, farm animals such as horses, cows, chickens, pigs, goats, sheep, etc., as well as cats and dogs; and provide these same rights to new residential developments.

10. Consider and provide for efficient public safety services either through a Lindon City Public Safety Department and/or contracting services from neighboring municipalities.

Section 1 – Governmental Organization and Administration

1.1 CITY STRUCTURE
- 1.1.1 City Administrator
- 1.1.2 Department Heads
- 1.1.3 Employees
- 1.1.4 Chain of Command

1.2 CITY COUNCIL AGENDA

1.3 OTHER AGENDAS

1.1 CITY STRUCTURE

Lindon City is organized as a six-member Council form of government as defined for Fourth Class Cities in the Utah Municipal Code, with an appointed City Administrator. Responsibilities and authority for the Mayor and City Council are outlined in Lindon City Code, Title 2. Responsibilities and authority for non-elected staff and city employees are outlined in this Lindon City Policies and Procedures Manual (manual) as governed and authorized by Lindon City Code, Chapter 1.20 and as follows in this manual.

1.1.1 City Administrator

Under the general direction of the Mayor and City Council, the City Administrator acts as the Chief Administrative Officer of the City. The City Administrator is charged with the responsibility of administering and enforcing all City ordinances and city policies, and for the coordination of the activities of the various departments of the City for the express purpose of providing effective and efficient municipal services to the citizens.

The City Administrator acts as the Personnel Director, overseeing implementation of all Human Resource activities and implementation of personnel policies and procedures. The City Administrator also acts as the City Risk Manager and implements policies and procedures related to risk elimination, reduction or transfer. In addition, the City Administrator acts as the Public Information Officer (PIO) for non-emergency events, with the Chief of Police, or his/her appointed designee, acting as the PIO during public emergencies or criminal investigations.

1.1.2 Department Heads

Department organization and administrative structure within the City is established by the City Administrator, with each department having a Department Head. Department Heads may consist of positions such as Chief of Police, Public Works Director, Finance Director, Chief Building Official, Planning Director, Parks & Recreation Director, or other positions as determined by the City Administrator. These positions are held by specialized professionals who are directly responsible to the City Administrator for the efficient operation of their particular departments. The City Administrator can, by delegating authority and accountability to these Department Heads, use his/her time to better coordinate all City activities and services.

1.1.3 Employees

The most vital element in any organization is its employees. Close identification with the major objectives of City growth and development and a desire to serve the general interest of the community are necessary characteristics of effective City employees. Employees should be familiar with the goals and guidelines found within the Lindon City Community Vision Statement and shall adhere to the Lindon City Employees' Value Statement.

1.1.4 Chain of Command

Each employee must understand the requirements and responsibilities of their respective job in relation to the City organization as a whole. Effective communication is vital to create an orderly work flow and to allow the accomplishment of required duties. Each employee must understand and use the proper

lines of communication. When a problem arises, the employee should address questions or concerns to the appropriate supervisor. If the problem is not adequately addressed at the supervisory level, the employee should address concerns with the appropriate Department Head. In most cases, the problem can be addressed at this level. When necessary, the Department Head will communicate with the City Administrator to resolve problems or concerns.

If further review is necessary, the City Administrator will present the matter to the Mayor and City Council for consideration. All information on policies and procedures, Council decisions, rules and regulations, or other directions relating to the concern will be forwarded to the employees through the same line of communication, also known as the chain of command.

The Mayor and City Council members are encouraged to communicate problems and/or concerns through the City Administrator, and should not typically seek out individual staff members without prior communication with the City Administrator or Department Head.

1.2 CITY COUNCIL AGENDA

The City Council agenda is defined as the formal schedule of matters of business to be discussed by the City Council in a public meeting. The agenda is the method by which the Council considers matters of concern, passes laws, determines policies, hears citizen requests, holds public hearings, etc. Therefore, it is important that the agenda be prepared so as to give the Mayor and Council adequate time to study the issues prior to a public meeting. In general, all City Council agenda preparation, documentation, and follow-up will be completed by or under the direction of the City Administrator, or other designees, as follows:

1. Items to be placed on the agenda and considered by the City Council must be in the City Administrator's office in writing by noon on the Wednesday before the next City Council meeting.

2. All agenda items requiring any type of action on the part of City officials will be coordinated through the City Administrator's office.
   - 2a. Agenda action items requested by City Council members but not previously directed by a majority of the City Council in a prior public meeting shall only be approved and authorized by the Mayor prior to preparing and posting the agenda. The Mayor's approval is not necessary for non-action items requested by City Council members, such as work sessions or discussion items.
   - 2b. Agenda action items requested by a majority of City Council members in a prior public meeting shall be placed on a future meeting agenda as soon as is practicable.

3. As regularly as possible, the agenda will be prepared and distributed to the Mayor and City Council members, department heads, and local media representatives on the Friday preceding the Tuesday meeting.

1.3 OTHER AGENDAS

Agendas for other advisory commissions and committees, such as the Planning Commission and Board of Adjustment, shall be prepared by the Department Head, or other designees, under the direction of the City Administrator.

Section 2 – Risk Management/Safety Rules & Regulations

2.1 PURPOSE
2.2 POLICY
2.3 CITY COUNCIL REVIEW
2.4 CITY DEDICATION TO SOUND RISK MANAGEMENT PRACTICES
2.5 RISK MANAGER
2.5.1 Risk Management Committee
2.6 CLAIM OR NOTIFICATION OF LAW SUIT
2.7 ACCIDENT INJURY OR LOSS PROCEDURE
2.8 EMPLOYEE RESPONSIBILITY FOR RISK MANAGEMENT
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2.12 TRAFFIC CONTROL DEVICES
2.12.1 Placement and Maintenance of Traffic Control Devices
2.12.2 New Streets and Subdivisions
2.12.3 Emergency Sign Response
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2.13 PERSONAL-INJURY ACCIDENTS ON CITY PROPERTY
2.13.1 Procedures and Responsibilities
2.14 EMPLOYEE SAFETY INCENTIVE AWARD PROGRAM

2.1 PURPOSE

Lindon City is committed to establishing, to the extent practical, a safe environment in which employees of the City and members of general public may use facilities in safety and security. Lindon City, its elected officials, appointed officials, employees and volunteers are dedicated to sound risk management practices.

2.2 POLICY

It is the policy of Lindon City to set forth objectives of the City relating to risk management and to establish an orderly process and program for managing the risks of the City. This policy also creates a system of internal procedures providing a continuing reassessment of exposure to loss, loss-bearing capacity and available financial resources to protect the City against such losses. All employees will be required to adhere to these policies. Department heads will ensure that these regulations are carried out.

2.3 CITY COUNCIL REVIEW

These policies shall be reviewed by the City Council from time to time, as deemed necessary by the governing body.

2.4 CITY DEDICATION TO SOUND RISK MANAGEMENT PRACTICES

All City operations will be conducted to avoid, eliminate, reduce, transfer, and manage associated risks. City goals include providing municipal services and a place of employment free from hazards, and to help protect the community from sustaining losses. In fulfilling this goal, the City has established the procedures set forth in this Section.

2.5 RISK MANAGER

The City Administrator will serve as the Risk Manager for the City, and is responsible to implement and administer a comprehensive safety and loss prevention program. The Risk Manager will also be responsible to identify risk exposure areas and take actions to avoid or prevent risk to the City. As necessary, the Risk Manager will represent the City on any insurance board or committee by which the City is represented.

2.5.1 RISK MANAGEMENT COMMITTEE

The Risk Management Committee is responsible to develop methods to stimulate and maintain interest in the City's safety, risk management and loss prevention programs. The Risk Management Committee will review and discuss accident, injury and loss summaries and make risk management recommendations to the City Risk Manager and City Council. The Risk Management Committee will hold regular quarterly meetings. Employees involved in any accident or loss may be required to meet with the Risk Management Committee to discuss details of the incident. Special meetings may be convened when necessary to study and resolve specific problem areas. Procedures followed by the Risk Management Committee in the event of an accident, injury are outlined in the Procedures as outlined below.

2.6 CLAIM OR NOTIFICATION OF LAW SUIT

Once a claim or notification of a lawsuit is received, the Risk Manager or appointed designee will, within

one business day notify the City insurance provider with the details of the claim or lawsuit. The City Attorney will also be notified when appropriate. The insurance provider, the Risk Manager, and the City Attorney, if necessary, will then decide an appropriate response to the claim or lawsuit.

Lindon City shall defend its employees against any loss or claim while they are performing the duties of the City and in those instances and with those exceptions and reservations set forth in Utah code Annotated 63G-7-902, as may be amended from time to time.

2.7 ACCIDENT INJURY OR LOSS PROCEDURE

The following procedure will be followed in the event of an accident resulting in an injury, or loss:

1. An employee involved in a traffic accident while driving a City or personal vehicle on City business shall follow the procedures outlined in the Policies and Procedures Manual Section 2.11.4 (Vehicular Accidents).
2. A Risk Management Committee meeting will be scheduled within 30 days of the date of occurrence.
3. The employee involved in the accident may be required to appear before the Committee to explain the details of the incident.
4. The Committee will review any accident reports, photographs of damage, witness statements, or other information relative to the accident.
5. The Committee will consider the following during the course of the review:
    a) whether the accident, injury, or loss was preventable on the part of the employee;
    b) whether any disciplinary action is warranted; and,
    c) whether any lessons can be learned as a result of the accident, injury, or loss which may benefit the City or its employees and create a safer work environment.
6. The following criteria will be used by the Risk Management Committee in determining whether disciplinary action will be imposed;
    a) Whether the employee was at fault in the accident, injury, or loss;
    b) Whether the accident involved recklessness, negligence, malfeasance or any criminal act;
    c) Whether the employee was under the influence of drugs or alcohol;
    d) The severity of the accident, injury, or loss; and
    e) Any at fault accidents, injuries, or losses involving the employee. Any employee involved in two or more at fault accidents may be subject to disciplinary action. The Committee may also consider previous accidents, injury, or loss in making a determination regarding discipline.
7. Disciplinary action imposed by the Risk Management Committee could consist of any combination of the following:
    a) Up to one year probation during which the employee would not be eligible for any pay increases or promotions;
    b) Up to ten days off without pay;
    c) The inability to drive a City vehicle for a period of time to be determined by the Department Head with input from the Risk Management Committee;
    d) Completion of a traffic school program at the expense of the employee;
    e) Completion of a defensive driving course at the expense of the employee;

f) An employee involved in three or more at fault accidents, injuries, or preventable losses may be subject to disciplinary action up to and including termination pursuant to disciplinary policy found in the Policies and Procedures Handbook, section 5.27; or
g) Other disciplinary action deemed appropriate by the committee.

8. Each accident, injury, or loss will be considered on a case by case basis. The Committee will have the authority to impose the above disciplinary measures following an at-fault accident, injury, or loss or withhold disciplinary action if specific circumstances are determined to not warrant such action.
9. A letter documenting the decision of the Committee will be maintained in the employee's personnel file.
10. A record of the proceeding will be maintained in the office of the City Recorder.

2.8 EMPLOYEE RESPONSIBILITY FOR RISK MANAGEMENT

As a part of the City's Risk Management Program, each employee is expected to place safe conditions in the highest priority while performing daily tasks, including the following:

1. Using safety equipment which has been provided in performing daily work assignments;
2. Warning co-workers of unsafe conditions or practices they are engaged in which could result in an accident;
3. Operating only equipment or using tools for which training or orientation has been provided;
4. Reporting defective equipment immediately to a supervisor;
5. Reporting dangerous or unsafe conditions that exist in the work place, as well as throughout the City. This would include defective sidewalks, broken curbs, hanging tree limbs, loose handrails, open manholes, sunken sewers, missing, damaged or visually blocked signs, etc.;
6. Reporting all injuries or accidents regardless of severity;
7. Placing barricades or restricting unsafe areas that result from City work that could present a hazard to the public; and
8. Taking care not to abuse tools and equipment to maintain the safety and usability for as long as possible, as well as to ensure that they are in the best possible condition while being used.

2.9 DEPARTMENT HEAD AND SUPERVISOR RESPONSIBILITY FOR RISK MANAGEMENT

Each Department Head or supervisor is responsible for the fulfillment of department goals and objectives as well as the health, safety and welfare of each employee in the department. Department Heads and supervisors are responsible to thoroughly train subordinate personnel, and enforce workplace safety practices. Department Heads and supervisors are expected to be proactive in identifying and eliminating potential safety hazards in their department through the use of safety inspections and proper maintenance of all equipment to minimize safety hazards. Department Heads are expected to set an example in workplace safety practices, and to give full support to City safety programs and practices.

2.10 DRIVERS LICENSE VERIFICATION

Drivers will carry a valid driver license that corresponds to the type of vehicle being used when operating any City vehicle. Driving records of prospective employees will be reviewed to identify unsafe or uninsurable drivers. Each employee will be required to provide a copy of their driving record as a condition of employment. Driving records of all employees who operate vehicles for the City will be

reviewed annually by the City. Employees with poor driving records will be prohibited from driving City vehicles, and may be subject to termination.

Any employee who is required to drive a vehicle in fulfilling their employment responsibilities shall immediately notify their Department Head if their driving privileges become restricted, or are denied, suspended, or revoked for any reason. Notification to the City should also occur if an employee is taking medications that suggest limiting operation of vehicle and machinery, or has a medical condition where driving should be restricted. This will allow the City to evaluate the situation and its impact on the employees' ability to perform essential duties.

Employees who operate vehicles requiring a Commercial Driver License (CDL) shall be responsible to obtain, keep active, and renew required CDL as necessary. A CDL is a license which allows its holder to drive a commercial motor vehicle (CMV.) A CMV is a motor vehicle used in commerce to transport passengers or property with a gross vehicle weight rating of 26,001 pounds or more, or a gross combination weight of 26,001 pounds or more, including a towed unit with a gross weight rating of 10,001 pounds or more. No employee shall operate equipment or vehicles requiring a CDL unless the employee has obtained the CDL.

To obtain a CDL a Department of Transportation Medical Certificate (DOT card) is required. However, employees may opt to obtain an approved medical waiver in order to acquire or renew their CDL. If any employee fails to secure a medical waiver, or lets their DOT card lapse if they don't have a waiver, or otherwise fails to have an active CDL, the employee shall immediately notify their supervisor and shall immediately be suspended from operating any city equipment that requires a CDL. If the lack of a CDL limits the employee's ability to perform their job the employee may be suspended without pay until the license issue is corrected. Failure to obtain or maintain the CDL may result in disciplinary action up to, and including, termination.
(Updated May 7, 2019 Resolution #2019-13-R)

2.11 VEHICLE SAFETY

2.11.1 Definitions

Light Duty Truck: Any pickup truck, utility truck or one-ton truck.

Heavy Duty Truck: Any dump truck exceeding one ton, flatbed truck, truck mounted equipment, or heavy equipment.

2.11.2 General Vehicle Safety

Each employee must make a concerted effort to use and treat City equipment in a manner which will facilitate the maximum usage possible for all City equipment. Each employee, whether driving a vehicle or traveling as a passenger, is responsible for the safe operation of the vehicle. City employees are required to act according to the guidelines set forth in this Section.

2.11.3 Driver Responsibility

Before initial use of any vehicle, the driver will walk around and inspect the vehicle for damage or inoperable equipment which might create an unsafe situation. Any deficiency encountered will be promptly reported to the Department Head or supervisor. Appropriate action will be taken to correct the situation. Employees may not be required to operate an unsafe vehicle. Misuse, carelessness, or purposeful recklessness will be grounds for disciplinary action up to and including termination.

Department Heads, or appointed designee, will maintain a complete list of all City-owned vehicles and will schedule routine service and maintenance for each vehicle.

2.11.4 Vehicular Accidents

If a City employee driving a City vehicle, or driving a private vehicle on City business, is involved in an accident, the following guidelines shall be followed:

1. Stop the vehicle immediately and render assistance to any inured person;
2. Obtain the name, address, telephone number and driver's license number of the drivers of other vehicles involved;
3. Obtain the name, address and telephone number of witnesses to the accident;
4. Obtain the name and address of the other driver's insurance carrier;
5. Notify the Department Head or City Risk Manager immediately or as soon as possible. Vehicle operators shall be held accountable and subject to disciplinary action for failure to report a vehicular accident;
6. Contact the appropriate law enforcement agency;
7. City employees may give their name, address, and license number to other drivers if it is requested. Under no circumstances are any statements or written accident reports to be given, except to law enforcement officers investigating the accident, the Risk Manager's office or a representative of the City's insurance carrier;
8. The employee involved in the accident will submit a Vehicle Accident Report Form to the City Risk Manager as soon as is reasonably possible following the accident; and
9. The accident will be reviewed by the Risk Management Committee (RMC) at the next RMC meeting.

2.11.5 Vehicle Backing

It is recognized that backing a vehicle is inherently dangerous and must be done in the safest manner possible. City employees will be required to act according to the following guidelines when backing a vehicle on City property or while on City business:

1. Drivers' are encouraged to back safely into parking spaces when and where possible. Backing into parking spaces provides a clear view of the parking area along with potential obstacles. If backing into a parking space is not feasible, employees are encouraged to pull forward into a double space to allow the vehicle to be driven forward when exiting the parking space;
2. When backing a parked City vehicle is necessary, the driver shall walk completely around the vehicle before starting the vehicle. Drivers should look over their shoulder while backing. If looking over the shoulder is not possible, drivers should use the side and rear view mirrors. When backing a heavy duty truck, another employee should "spot" for the driver whenever possible; and
3. Failure to adhere to these guidelines will be considered a violation of City policy and may result in disciplinary action up to and including termination.

2.11.6 Vehicle Loading

It is recognized that loading a vehicle improperly may contribute to accidents and must be done in the safest manner possible. City employees will be required to adhere to the following guidelines:

1. When loading a light duty City truck, care must be taken to ensure that the load is balanced and will not shift in transit. Covers must be used if the load is one where there is a possibility of it blowing from the truck. Covers must be tied down securely;
2. When loading a heavy duty City truck, the load must be balanced and care must be taken to not exceed the legal weight limit; and

3. Failure to adhere to these guidelines will be considered a violation of City policy and may result in disciplinary action up to and including termination.

2.12 TRAFFIC CONTROL DEVICES

Lindon City will use the Manual of Uniform Traffic Control Devices (MUTCD) prepared by the Federal Highway Administration for the US Department of Transportation to guide the placement of traffic control devices. The purpose of the MUTCD is to provide uniform standards and design criteria for all traffic control devices including signs, signals, pavement markings and devices placed on, over, or adjacent to a street or highway.

2.12.1 Placement and Maintenance of Traffic Control Devices

The Public Works Department is responsible for the acquisition, placement and maintenance of traffic control devices and pavement markings. The Public Works Director, or appointed designee, shall see that traffic control devices are properly placed.

2.12.2 New Streets and Subdivisions

The Public Works Director, or appointed designee, is responsible to determine the proper traffic control devices needed in all new subdivisions and on newly constructed streets. The Planning Department is responsible to provide a preliminary plat to the Public Works Department after it has been approved by the City Council.

The Public Works Director, or appointed designee, will complete a Lindon City Work Order Form for installation of all new traffic control devices, and will oversee the installation of traffic control devices in all new subdivisions.

All traffic control devices should be inspected annually. Police, public works employees, building inspectors and other city workers should be alert to signs that are down or blocked from view by foliage or other materials. Unsafe conditions should be reported immediately to the Public Works Department.

2.12.3 Emergency Sign Response

All employees are required to immediately report any missing or downed signs. Employees will immediately notify the Public Works Department when a stop sign or other warning sign is missing, has been knocked down, or is obstructed from view. If it is after regular hours, the employee will call the Public Works Director or Police Department. The Public Works Department will have department personnel assigned to respond during non-duty hours to traffic control device problems when called by the police dispatcher. Action on other types of signs will be taken without undue delay.

2.12.4 Traffic Control Device Requests

Any City department or resident may request that additional traffic control devices be installed. These requests will be submitted to the City Administrator through the Public Works Department. City Council approval is required after the City Administrator's consultation with the Public Works Director, City Engineer, and review of the MUTCD for changes involving stop signs, school zone signs, one-way streets, speed limits or where there is a major impact or change on the vehicular or pedestrian traffic.

2.13 PERSONAL-INJURY ACCIDENTS ON CITY PROPERTY

The purpose of this section is to set policy for the administering and assisting of persons injured while on City property, in City vehicles, or in City buildings.

2.13.1 Procedures and Responsibilities

1. If it appears the person is so seriously injured that an ambulance or doctor is necessary, call one immediately. If possible and necessary, determine the family physician and call him/her.
2. If a vehicle is involved in the accident, contact the appropriate law enforcement agency.
3. Obtain written statements from those who witnessed the accident.
4. As soon as the injured person is cared for, contact the City Risk Manager's office, write a report of what happened, and give it to the Risk Manager. The report filed should address the following:
   a. Date of report;
   b. Name of the person preparing the report;
   c. Date and time of accident;
   d. Location of the accident;
   e. If possible, the name and address of injured person;
   f. What you saw happen (be specific);
   g. What you were told happened and by whom; and
   h. Names and addresses of other people who might have witnessed the accident.
5. Forward the original of all reports and statements to the Risk Manager. Forward a copy to your Department Head.

2.14 EMPLOYEE SAFETY INCENTIVE AWARD PROGRAM

The safety award program is created to recognize City employees who go for an entire year (1) with no "at-fault" accidents, injuries or claims and (2) who have not been determined to be responsible for violation of a safety rule, policy, regulation or practice. The goal of this program is to minimize employee injuries / workers comp claims, promote greater attention to safety work practices, control accident costs and maintain a strong safety culture within Lindon City. The initial award year is from Dec. 1, 2019 through Nov. 30, 2020 and will repeat each year as approved within the City Budget.

For purposes of the awards, employees are divided into three (3) Risk Categories with quarterly award amounts as listed:

Risk Category	Positions Included	Potential Award / quarter
High Risk	staff with higher work-related injury risks such as emergency vehicle operation, heavy equipment operators, utility laborers, etc. Examples – police officers, parks laborers, public works laborers, heavy equipment operators, etc.	$12.50 ($50/yr)
Medium Risk	staff with medium risk work duties. Examples – recreation staff, lifeguards, facilities maintenance, janitor, inspectors, etc.	$7.50 ($30/yr)
Low Risk	staff with low risk work duties. Examples – office clerk, cashiers, attorney, dept heads/management, etc.	$2.50 ($10/yr)

Temporary part-time and Seasonal Employees are eligible for a pro-rated safety incentive award based on number of months worked (3-month minimum required).

Team Based Qualification:

Employees are divided into teams to promote encouragement among team members to follow safe work practices. Work related 'at-fault' preventable accidents or safety policy violation from any individual within a team will disqualify all of the team members from being eligible for the award for that quarter. Two or more work related accidents within a team per year will disqualify all of the team members from being eligible for the award for the remaining of the program year.

Teams:

1. Finance, Administration, Legal, Justice Court, facilities
2. Community Development (planning & building depts)
3. Parks & Rec Director, Parks & Rec office staff, senior center staff, Rec Supervisor, Rec staff
4. Parks Supervisor, Parks laborer, parks seasonal help
5. Aquatics Manager, lifeguards, Aquatic center staff
6. Public Works management, clerks, engineers, inspectors
7. Public Works streets and utility divisions (streets, water, sewer, storm water), PW seasonal help
8. Police Chief, Lieutenant, secretary, office clerks, detectives, emergency manager
9. Sergeant 1, patrol staff under assigned Sergeant
10. Sergeant 2, patrol staff under assigned Sergeant

Individual Qualification:

In addition to the Team Based qualifications as listed above in order to receive the Safety Incentive Award, individual employees shall also participate in a *minimum of two safety trainings per program year*. These safety trainings may include department safety training meetings, city-wide trainings, conference safety trainings, on-line training, or other appropriate safety trainings as approved by the Department Head. To receive credit for safety training participation individual employees must sign a training attendance log to be kept by each Department.

Supervisor Oversight:

Supervisors are charged with the responsibility to assure that employees that do not perform their duties safely do not qualify for the safety incentive award. After consultation with Department Heads, Supervisors have discretion to determine the level of awards or to deny an award to an employee based on individual performance.

Safety violations, serious incidents and chargeable accidents may not only result in the total loss of the safety achievement recognition, but may subject an employee to progressive disciplinary action according to Lindon City policy.

Supervisors will verify training dates, topics and attendance and recommend those that have earned awards to the Department Head, who will then certify the recommendation and forward to the Personnel Director by the end of each program year.

Eligibility:

Full-time employees, permanent part time employees, and seasonal employees are eligible to receive a safety incentive award if they have been employed with the City for a minimum of 3 months. Temporary part-time and

Seasonal Employees are eligible for a pro-rated safety incentive award based on number of months worked (3-month minimum required).

Recordable Accident or Safety Violation:
For purposes of this program, a recordable accident or safety violation consists of any of the following:

- An injury or event which required an employee to receive medical attention and/or results in limitations placed on their job duties (i.e., light work duty). An injury, accident or illness which occurred while on the job must require treatment beyond first aid: such as special medical care by a physician, registered nurse, therapist, paramedic, etc. *(Example: For purposes of this program, a small cut received during work that is fixed with a band-aid is not considered a recordable accident. However, a cut that requires stitches or becomes infected and requires medical attention is a recordable accident.)*; or
- A lost time accident that occurs when an employee is injured, harmed or becomes ill while on the job and results in the employee missing one or more days beyond the day of the accident; or
- Physical injury, property damage, equipment or vehicle damage or accident that is deemed preventable by the Risk Management Committee; or
- Any violation or non-compliance with the safety practices, procedures and policies adopted by the Department and/or City. Safety violations may be written and issued after an incident/accident investigation. Recommendations for a safety violation may be offered by others, but must be issued by the individual employee's supervisor or Department Head.

Failure to Report an Incident/Accident/Injury: Anyone failing to report to a Supervisor or Department Head any property damage accident or an injury that exceeds minor first aid treatment as soon as possible (during the shift or if on a call-out, at the start of the next scheduled shift) will automatically lose their entire incentive reward for that fiscal year.

Interpretation and application of this policy will be made on a case by case basis by the Personnel Director in coordination with the Risk Management Committee as needed.

Section 3 – City Property and Equipment

3.1 PROCEDURES AND RESPONSIBILITIES
3.2 CITY OWNED PROPERTY RENTAL
3.3 AUTHORIZED USE OF CITY VEHICLES
3.3.1 VEHICLES ASSIGNED TO CITY ADMINISTRATOR, POLICE CHIEF, AND PUBLIC WORKS DIRECTOR
3.4 PRIVATE USE OF CITY EQUIPMENT
3.5 SURPLUS PROPERTY DISPOSAL
3.5.1 SURPLUS FIREARMS AND POLICE WEAPONS

3.1 PROCEDURES AND RESPONSIBILITIES

The purpose of this section is to establish a policy which will allow City employees to know how to handle requests for use of City-owned equipment by parties outside the normal scope of City services and responsibilities.

3.2 CITY-OWNED PROPERTY RENTAL

The City will reserve a picnic pavilion, Veterans Hall, Aquatics Center or Community Center facilities for an individual or group upon receipt by Lindon City of a completed reservation application and proper deposit. A reservation can be made by contacting the Lindon Community Center. Rental rates are available in the annual budget.

Every person or group reserving any city park or public building shall respect the property and abide by common rules of courtesy such as:

1. Use the facility only for purposes for which it was designed;
2. Leave the area clean, neat, and orderly upon departure;
3. Respect the right of others, their reservation times, and any of the City's specifically posted rules and regulations at the facility; and
4. Conform to all provisions contained in the City's Ordinances.

Any damage done to a facility or park will be charged to the responsible group and that group shall be held legally liable for compensation of such.

Ceremonial scissors and stanchions used for ribbon cutting ceremonies are also available for rent.

3.3 AUTHORIZED USE OF CITY VEHICLES

Authorized persons – defined by individual department heads, subject to approval of the City Administrator – are authorized to operate and/or ride in City vehicles. No one except City employees may operate City vehicles unless authorized by the City Administrator.

Additional policies for use of Police Department vehicles can be found in the Lindon City Police Department Policy Manual.

Persons who are assigned to be "on-call" for emergency situations may have use of a City take-home vehicle during the specific time they are "on-call" if the employee residence is within 30 minutes standard driving time from their primary work office. Such vehicles may be garaged at the employee's

home, but shall not be permitted to be driven further than 30 minutes away from Lindon City ~~they shall not be permitted to travel beyond Provo on the south and Lehi on the north~~. (i.e., employee who lives 20 minutes away in Lehi can take an on-call vehicle home, but shall not drive the on-call vehicle to Salt Lake City since that is further than 30 minutes from Lindon.)

City vehicles are not to be used by employees to ride from the yard, ~~substations,~~ park building, City offices, etc. for lunch purposes. However, if the employee has a specific job assignment and goes directly from that job to lunch and back to the job site, then a City vehicle can be used.

3.3.1 VEHICLES ASSIGNED TO CITY ADMINISTRATOR, POLICE CHIEF, AND PUBLIC WORKS DIRECTOR

It is the policy of the City that the City Administrator, Police Chief, and Public Works Director may use the City vehicle assigned to him/her within the restrictions outlined below. It is recognized by the City Council that these positions are, within reason, on-call and may be expected to respond 24 hours per

day in the event of an emergency. Therefore, it is reasonable and appropriate to allow the personal use of assigned vehicles unless otherwise listed in employment contracts where use of a personal vehicle is part of a compensation package.

Use of a city vehicle for these positions includes reasonable personal use, the transporting of family members and others, and otherwise using the vehicle for reasonable travel needs as if it were his/her personally owned vehicle. The City is responsible for all expenses including, but not limited to, gas, oil, maintenance, repairs, and insurance. This vehicle use is subject to the following restrictions:

1. No personal travel is authorized beyond the boundaries of Utah County for anything other than City business.
2. The City vehicle shall not be used for personal activities that may cause significant wear or damage to the vehicle such as towing personal trailers or campers or boats, off-road use, hauling of yard materials or personal waste and debris, etc.
3. Only a City employee shall operate the vehicle.
4. The City's insurance carrier must be notified of this policy to affect appropriate coverage.

3.4 PRIVATE USE OF CITY EQUIPMENT

Except for de minimis use, and as otherwise permitted within this manual, it is the policy of the City that City facilities and equipment are not to be used for activities or projects outside the scope of the City's normal service delivery requirements. Facilities and equipment are not to be used for an employee's or elected official's personal use or benefit unless furthering the purposes of the City and delivery of its services.
Authorization for use by private parties or other public entities may be granted by the City Administrator or Public Works Director for those instances where the general benefit of the citizens of Lindon is apparent or in emergency situations. The City Administrator shall report these conditions to the Mayor and the City Council.

3.5 SURPLUS PROPERTY DISPOSAL

Property that becomes surplus to the needs of the City (equipment, tools, vehicles, etc. – but not including land or police firearms and weapons) shall be declared surplus by one of the following methods:

1. If the property value is estimated at more than $100 then the item shall be declared surplus by Resolution of the City Council and sold as outlined below; or
2. If the property value is estimated at less than $100 then the item shall be declared surplus by Memo from the Department Head and City Administrator and sold as outline below; or
3. If the property is broken or beyond reasonable repair and/or considered junk, it may be declared surplus by Memo from the Department Head and City Administrator and disposed of at the discretion of the City.

Once property is declared surplus by methods 1 or 2 above, it shall be offered for sale to the public through listings on www.publicsurplus.com, or other similar web site with access available to the general public for bidding or purchase. The property will be offered for minimum bids, where applicable. If the minimum bid is not realized, staff may dispose of the property at their discretion including selling for less than the minimum bid.

Computer equipment such as hard drives, laptops, or tablets shall not be considered "surplus property" due to possible protected information still remaining on the computer equipment. Such equipment shall be destroyed at the discretion of the Department Head at the end of the useful life of the equipment.

Other computer equipment such as monitors, printers, etc. may be disposed of according to the Surplus Property Disposal policy outlined above.

3.5.1 SURPLUS FIREARMS AND POLICE WEAPONS

So as to avoid the City becoming a fire arms dealer, surplus firearms and weapons are not to be sold by auction as with other surplus equipment. The Chief of Police may determine the means by which surplus police firearms and weapons are disposed of, to include but not be limited to: destruction, wholesale to a federally authorized firearms dealer, or as department gift to sworn officers who retire in good standing (deactivated duty pistol only).

A memo from the Chief shall identify any surplus firearms or weapons, the approximate value of the items and method for disposal. Said memo shall be kept on file at the Police Department for a minimum period of three years.

Section 4 – Purchasing and Procurement

4.1 POLICIES AND PROCEDURES
4.2 DEFINITIONS
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4.1 POLICIES AND PROCEDURES

The provisions of this Policy govern the purchase of goods and services by the City. Its primary purpose is to ensure best service, materials and construction at the most reasonable cost to the City. In addition, this Policy will assure the community that the procurement process of the City is committed to fair and equal opportunity with integrity and openness.

4.2 DEFINITIONS

Unless the context requires otherwise, the terms used in this Policy shall have the following meanings:

1. **Bidding:** Procedure used to solicit quotations on price and delivery from various prospective suppliers of specified supplies, equipment, and contractual services.

2. **Bid process:** The process used by the City to solicit and award bids or contracts. Examples of bid processes used in this Policy include formal competitive bidding (competitive bid), requests for proposals (RFP), and open market procedure (open market).

3. **City Administrator:** The City Administrator of Lindon City, Utah, or his or her designee.

4. **Lowest responsible bidder:** A bidder who:
    a. has submitted a bid in compliance with the invitation to bid and within the requirements of the City's plans and specifications;
    b. is the lowest bidder that satisfies, if applicable, the City's criteria relating to financial strength, past performance, integrity, reliability, quality of equipment, delivery times, and other factors that the City uses to assess the ability of a bidder to fully and in good faith perform the contract requirements;
    c. has furnished, as may be required, a bid bond or equivalent in money as a condition to the award of a contract; and
    d. furnishes a payment and performance bond as required by law.

5. **Public property:** Any item of real or personal property owned by the City.

6. **Supplies, materials and equipment:** Any tangible object or thing furnished to or used by any City department or by any City employee in the performance of his or her duties. For purposes of brevity, supplies, materials, and equipment shall hereafter be collectively referred to as "supplies".

4.3 ADMINISTRATION

The City Administrator, or designee, shall administer the purchasing procedures outlined in this Policy. The City Administrator shall perform the following duties and have the following powers concerning purchasing matters:

1. Administer and maintain the purchasing procedures and other rules and regulations established by this Policy and its authority;
2. Recommend new or revised purchasing rules and regulations as are deemed desirable and in conformance with other statutory requirements, and to interpret the provisions of this Policy and applicable statutes;
3. Negotiate and execute contracts for the purchase of supplies and the provision of services;
4. To the extent possible, obtain full and open competition on purchases according to this Policy;

5. Keep informed of current developments in the field of purchasing, i.e., prices, market conditions, new products, etc.;
6. Prescribe and maintain such forms as are reasonably necessary to the operation of this Policy and other rules and regulations;
7. Supervise the inspection of all supplies to assure conformance with specifications;
8. Transfer surplus or unused supplies between departments as needed; and
9. Maintain a bidders' list, vendors' catalog file, or other records needed for the efficient operation of the purchasing procedures.

4.4 PERSONAL PURCHASES

Unauthorized personal procurements shall be considered cause for disciplinary action. City officials and employees shall not use opportunity for discounted or government rates to purchase goods or services for personal use, unless the supplier makes such goods or services available to all municipal officials and employees on the same terms, provided the official or employee pays for such items from his or her own money, and provided that these purchases will not improperly influence the officials, employees or a City department in the discharge of their duties or in making purchases of commodities.

4.5 PROHIBITION OF GIFTS OR REMUNERATIONS

Every officer and employee of the City is expressly prohibited from accepting, directly or indirectly, from any person, firm, or corporation to which any purchase order or contract is, or might be awarded, any rebate, gift, money, or other items with a value greater than the limits established in Title 67 of the Utah Code, except where given for the use and benefit of the City.

4.6 BID PROCESSES

Except as provided in Section 4.5.5, bids shall be accepted and awarded by the City Administrator pursuant to one of the bid processes outlined in this Section. The City shall substantially comply with the following guidelines for the specific bid process used:

1. **Competitive Sealed Bidding by Invitation (Competitive Bid - I).**
   a. Description. ‘Competitive sealed bidding by invitation’ is a procedure in which vendors or contractors are selectively invited by the City to submit formal bids to provide a designated product or to complete a designated project in accordance with specifications provided by the City.
   b. Appropriateness. Competitive sealed bidding by invitation is generally appropriate for smaller scale or simpler construction or public works projects and for the procurement of smaller or repeating orders of goods and services.
   c. Invitation to bid. The City shall invite no less than three bidders to submit bids. Notice should include a general description of the articles to be purchased or the work to be performed, the location where bid plans and specifications may be secured, and the due date/time and place for bids to be submitted.
   e. Bid procedure.
      i. Sealed bids (or electronically submitted bids) shall be submitted as designated in the invitation with the statement "Bid for (item or project)" on the envelope (or in the heading of the electronic transmission).
      ii. Bids may be opened informally by the City or Engineer, but results of the bids and/or information in the bids shall not be divulged to others responding to the same invitation to bid.

iii. Bids submitted to the City shall be evaluated on the basis of compliance with specifications and other relevant criteria.

f. Bid Award. (See section 4.7 of this Policy)

2. **Competitive Sealed Bidding by Advertisement (Competitive Bid - A).**
   a. Description. 'Competitive sealed bidding by advertisement' is a procedure in which vendors or contractors submit formal bids based on an advertisement soliciting bids, to provide a designated product or to complete a designated project in accordance with specifications provided by the City.
   b. Appropriateness. Competitive sealed bidding by advertisement is generally appropriate for most large scale construction or public works projects and for the procurement of large or repeating orders of goods and services. When contractor or product quality is a prime concern in awarding a project bid, the City may pre-qualify bidders according to a policy established by the City Administrator.
   c. Notice advertising bids. The City shall provide notice of its invitation for bids. Notice should include a general description of the articles to be purchased or the work to be performed, the location where bid plans and specifications may be secured, and the time and place for opening bids. The notice inviting bids shall be provided at least ten (10) days prior to bid opening by one or more of the following methods:
      i. Published in industry media or government websites;
      ii. Delivered to responsible prospective bidders; or
      iii. Posted or advertised in other manners deemed appropriate by the City Administrator in order to receive the greatest amount of responsible bidders.
   e. Bid procedure.
      i. Sealed bids (or electronically submitted bids) shall be submitted as designated in the notice with the statement "Bid for (item or project)" on the envelope (or in the heading of the electronic transmission).
      ii. Bids shall be opened (or read, in the case of electronically submitted bids) in public at the time and place stated in the notice.
      iii. Bids submitted to the City shall be evaluated on the basis of compliance with specifications and other relevant criteria.
   f. Bid Award. (See section 4.7 of this Policy)

3. **Requests for Proposals (RFP).**
   a. Description. Requests for proposals (RFPs) are invitations for suppliers or contractors to submit a proposal on a specific product or service. The City awards the contract for the product or service based on criteria set forth in the request for proposals, or as otherwise determined by the City Administrator.
   b. Appropriateness. RFPs may be used when required by law, or when the City Administrator determines that the use of formal competitive bidding is either impractical or not advantageous to the City. If the City is requesting a price to complete

an already designed project or to purchase a specific product(s), it will generally be more appropriate to use the competitive sealed bids procedure rather than the request for proposals procedure. Professional services will generally be procured through the request for proposals procedure.

In making this determination, the City Administrator shall consider factors such as:

i. whether there may be a need for price and service negotiation;
ii. whether there may be a need for negotiation during performance of the contract;
iii. whether the relative skills or expertise of the offerors will need to be evaluated;
iv. whether cost is secondary to the characteristics of the product or service sought, as in a work of art;
v. whether the conditions of the service, product or delivery are unable to be sufficiently described in the invitation for bids;
vi. whether the City is requesting the offeror to propose a method or strategy for completing the project; and
vii. whether there may be a need to negotiate completion times related to the project.

c. Notice.
   i. Proposals shall be solicited through a request for proposals.
   ii. Public notice of the RFP shall be posted on the City web site at least ten (10) days before opening of the bids.

d. Request for proposals. The request for proposals shall state the relative importance of price and other evaluating factors.

e. Opening of proposals. Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. f. Revision of proposals.
   i. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements.
   ii. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revision may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
   iii. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

g. Award. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price, the evaluation factors set forth in the request for proposals, and other criteria set forth in section 4.7 of this Policy as deemed appropriate by the City Administrator.

4. **Open market procedure (Open Market).**

a. Description: Open Market procedure consists of a Department Head or other employee searching out and soliciting the best available price for goods or services. This may be accomplished through internet searches, phone contacts, written bids and proposals, etc. This process may include solicitation from a limited selection of providers of the good or service.

b. Price Quotations. Purchases shall, whenever possible, be based on at least three (3) bids (price quotations) and shall be awarded to the lowest responsible bidder.

c. Request for Quotations. Bids (price quotations) shall be solicited from prospective vendors by written or oral request, or may be obtained through internet, catalog, or

other advertisements.

d. Records. The person soliciting the price quotations shall keep a record of quotations solicited, including vendor names, date of solicitation and price quoted, and shall include this information with the purchase order.

4.7 ERRORS AND MISTAKES IN BID PROCESS

The City Administrator may waive minor irregularities in bid procedures if he or she determines, in his/her sole discretion, that the minor irregularities do not have a material effect on the outcome of the bid process and that the process remains fundamentally fair to the City and all participants, as allowed by the procurement documents used in specific instances. In cases where the error has a material effect on the outcome of the bid process, the City Administrator may (1) reject all bids, (2) award the bid to the lowest responsible bidder (if the City elects to disqualify bidders who do not strictly comply with the bid specifications), or (3) correct mistakes in accordance with policies adopted by the City Administrator or in accordance with procurement rules in the State Administrative Code. Formal protests or appeals shall follow Section 4.10 of this Policy.

4.8 PURCHASE ORDERS

1. A purchase order (PO) shall be used whenever goods and services are to be acquired by outright purchase. The purchase order shall specify the nature of the goods or services to be acquired, the purchase price or estimate thereof, the vendor name and contact information, the department or division for whom the acquisition is being made, the general ledger number where the funding for the proposed purchase has been appropriated, and other provisions or information as may be appropriate. PO's shall be signed by the appropriate 'Approval Authority' as identified in Table 1 of Section 4.5.5. PO's shall then be submitted to the Accounts Payable Clerk for processing and payment.

2. Purchase orders are not required to be obtained for the following:
    a. Purchase and/or payment of supplies or services valued less than $2,500;
    b. Purchase and/or payment of recurring contractual services (janitorial, IT services, grounds, attorney, engineering, etc.);
    c. Purchase and/or payment of supplies or services approved by the City Council through an RFP or Competitive Bid process;
    d. Purchase and/or payment of routine, consistent expenses such as, but not limited to, payroll expenses, utility bills, water share assessments, or similar expenses; and
    e. Other routine purchases and/or payments authorized by the City Administrator as being exempted from having to obtain a PO. The Accounts Payable Clerk shall keep records of any authorized PO exemptions.

4.9 SPENDING APPROVAL LIMITS & CHOICE OF BID PROCESS

1. Except as otherwise provided in this Policy or by provisions of State or Federal law, purchases of supplies or services shall follow one of the bid processes outlined in 4.4 of this Policy for the appropriate dollar amount thresholds listed in Table 1 of this section. The cost of the supplies or service shall not be divided to avoid bid requirements. Purchases of $2,500 or less are not required to obtain a bid unless deemed appropriate by the Department Head. In cases where more than one alternative bid process is listed in Table 1 as acceptable for a given dollar amount, any of the listed bid process alternatives shall be acceptable, and the City shall not incur any liability for choosing one alternative over another.
2. For Open Market and RFP bid processes, the City shall strongly consider procuring supplies

and services from local providers (within Lindon City), after consideration of cost differences for comparable supplies and services.

Table 1 - Spending Approval Limits & Allowed Bid Processes			
Purchase Value or Contract Service Value	**Bid Process**	**Purchase Order**	**Approval Authority**
$2,500 or less	Not required	Not Required	Department Head
$2,501 - $10,000	Open Market	Required	Department Head and, Finance Director or City Administrator
	RFP, or Competitive Bid-(I or A)	Not Required	City Council
$10,001 - $20,000	Open Market	Required	Department Head and City Administrator
	RFP, or Competitive Bid-(I or A)	Not Required	City Council
$20,001 - $125,000 or amount established in UCA 11-39-101, whichever is greater	Open Market	Required	Department Head, City Administrator and City Council
	RFP, or Competitive Bid-(I or A)	Not Required	City Council
Greater than $125,000 or amount established in UCA 11-39-101, whichever is greater	Competitive Bid-A	Not Required	City Council
State/Federal Contract Prices	Not required	Required if over $2,500	Dependent upon purchase amounts listed above

4.10 EXCEPTIONS TO BIDDING REQUIREMENTS

The bid process requirements set forth in this Policy do not apply in the following situations:

1. **Professional service contracts.** Contracts for professional services may be awarded at the discretion of the City Administrator without using the competitive sealed bids process.
   a. Professional Services. Professional services include the following: accounting, auditing, architecture, banking, insurance, engineering, appraisal, legal, court reporter, medical, education, research, consulting, and other services where the professional qualifications of the contractor are of prime importance.

      Professional service contracts shall be awarded based on professional qualifications, experience, willingness and ability to meet the City's specific service requirements, cost of service, and other criteria deemed important by the City Administrator or his/her designee.

   b. Annual Audit. A professional service contract for the annual fiscal year financial audit shall be awarded by the City Council in consultation with the City Finance Director and City Administrator. This contract may be awarded for consecutive years; however, the performance of the auditing firm shall be reviewed the end of each year and the City Council shall determine whether to continue the contract for additional years or put it back out to bid.

2. **Sole Source Procurements.** Sole source procurement may be used only if the City Administrator determines that a service, product, or requirement is reasonably available only

from a single supplier or contractor. Examples of circumstances which may necessitate sole source procurement are:

a. If there is only one vendor or supplier who can provide the needed product or service;
b. If the compatibility of supplies, accessories, replacement parts, or service is of paramount consideration;
c. If a sole supplier's product is needed for trial use or testing;
d. If the City is procuring utility services;
e. If the City seeks to add to, repair or maintain supplies owned by the City which may be more efficiently added to, repaired or maintained by a particular person or firm; and
f. If the City seeks supplies which, by reason of the training of City personnel or the inventory of replacement parts maintained by the City, is more compatible with the existing supplies owned by the City and if the supplies can only be acquired from a sole source. The justification for sole source procurement shall be included in the procurement documentation. The City Administrator may establish policies governing the negotiation of sole source procurements.

3. **Auction, closeout, bankruptcy sales.** If the City Administrator determines that supplies can be purchased at any public auction, closeout sale, bankruptcy sale or other similar sale, and if the City Administrator finds that a purchase at any such auction or sale will be made at a cost below the market cost in the community, a contract or contracts may be let, or the purchase made, without complying with the competitive bidding requirements of this Policy.

4. **Exchanges.** Exchanges of supplies between the City and any other public agency which are not by sale or auction shall be by mutual agreement of the respective public agencies.

5. **Projects performed by City employees.** City employees may be used to complete City projects, provided that the City complies with State statutory requirements governing contracts for municipal public improvements.

6. **State bid list.** The City may purchase supplies from the vendor who has submitted the lowest bid price for such items to the State of Utah Purchasing Office (or any agency of the Federal government) at the quoted price, without any solicitation or price quotation or invitation to bid. For such purposes, the quoted price shall be deemed to be the lowest price available for such items and the City need not follow any other bidding requirements.

7. **Utah Correctional Industries Division.** Goods and services produced by the Utah Correctional Industries Division may be purchased from the Utah Correctional Industries Division without following any of the bidding requirements set forth herein.

8. **Emergency Procurements.** In times of emergency, the City Administrator, or designee, may choose the most practical means available to procure needed goods and services. If the situation allows, the City Administrator shall attempt to achieve as much competition in the emergency procurement process as possible. Emergency procurement shall be limited to the services, supplies, and construction necessary to meet the emergency. For purposes of this paragraph, an emergency is a condition or situation which creates an immediate threat to the public health, safety, or welfare. Examples of conditions or situations which may constitute emergencies include earthquakes, floods, terrorist attacks, wars, epidemics, riots, road failures, utility failures, structure failures, and equipment failures.

9. **Unsuccessful Competitive Sealed Bidding.** If the bids received in response to a competitive sealed bid process are unreasonable, noncompetitive, or in excess of available funds, and if the City Administrator determines that time or other circumstances will not permit the delay required to re-solicit competitive sealed bids, the City may procure the needed goods or services using the emergency procurement procedure.

10. **Internet Auction Sites.** The City may acquire supplies from internet auction sites without following formal purchasing procedures if the City Administrator determines that there is an established market price for the supplies and that the supplies can be acquired less expensively from an internet auction site.

11. **Used Supplies.** The City may acquire used supplies without following formal purchasing procedures if the City Administrator determines that there is an established market price for the used supplies and that it is beneficial for the City to acquire the used supplies.

12. **Ongoing Construction Work.** If a contractor has been hired to work in a given area by a person or entity other than the City, and if the City has work that needs to be completed in the area, and if the City Administrator determines that there is an established price for the type of work that the City needs completed and that the City can save on mobilization costs by hiring the contractor that is already in the area, then the City may negotiate with and contract directly with the contractor without following formal purchasing processes.

13. **Purchases by Other Governmental Entities.** If another governmental entity has, after a competitive process, awarded a bid to purchase supplies from a particular vendor within the preceding 180 days, the quoted price may be deemed to be the lowest price available for such items and the City need not follow formal purchasing procedures. Any such purchase must be approved by the City Administrator on a case by case basis.

14. **Federal or State Money.** In cases where federal or state money is being used, or in cases where federal or state procurement laws or procedures govern the types of goods or services being procured, the City shall follow the applicable federal or state procurement laws or procedures in lieu of the procedures set forth in this Policy.

15. **Donated Funds.** In cases where a donor or grantor has contributed funds to the City, the City may expend the funds in the manner designated by the donor or grantor in lieu of the procedures set forth in this Policy.

16. **Construction Manager/General Contractor Contracts (CMGC).**
    a. The City Administrator shall be granted the discretion, when in the best interest of the City, to select a Construction Manager/ General Contractor or CMGC method of construction contracting for a particular project.
    b. A "CMGC" or "Construction Manager/General Contractor" method means a modified Design Build process in which the City enters into a contract for both the design consultant and the contractor with the right to negotiate the price of construction during the design phase. The contract shall contain an option to go to a competitive bid process at the end of design if the negotiated price is not acceptable to the City.
    c. When selecting the CMGC method, the City Administrator shall include in the contract file a written statement describing the facts that led to the selection of this particular method of construction contracting management for that project.
    d. Before choosing a CMGC contract method, the City Administrator shall consider the following factors:

i.. When the project must be ready to be occupied;
ii. The type of project;
iii. The extent to which the requirements of the procurement unit, and the way they are to be met are known;
iv. The location of the project;
v. The size, scope, complexity, and economics of the project;
vi. The source of funding and any resulting constraints necessitated by the funding source;
vii. The availability, qualification, and experience of public personnel to be assigned to the project and the amount of time that the public personnel can devote to the project; and
viii. The availability, qualifications, and experience of outside consultants and contractors to complete the project under the various methods being considered.

e. The CMGC shall be selected following a standard bidding process, unless an exception to the requirement to use a standard procurement process as defined in this Subsection exists and is noted in the construction file.

f. When entering into a subcontract that was not specifically included in the CMGC cost proposal, the construction manager/general contractor shall procure the subcontractor by using a standard procurement process, unless an exception to the requirement to use a standard procurement process as defined in this subsection exists and is noted in the construction file.

4.11 BID AWARDS

1. **Rejection of Bids.** The City Administrator may, at his or her own discretion, reject and deny any and all bids presented, with or without cause, and may require the City to re-solicit for bids as set forth in this Policy.
2. **Lowest Responsible Bidder.** Except as otherwise allowed or required, the City Administrator shall award the contract or bid to the lowest responsible bidder as defined in section 4.2(4) of this Policy.
3. **Tie Bids.** If two (2) or more of the bids received are for the same total amount (quality and service being equal), the City Administrator may negotiate with the bidders and obtain the best bid possible and/or give preference to a bidder based within Lindon City.
4. **Single Bids.** The City Administrator may require a price or cost analysis if only one bid is received. The bidder may be required to furnish a detailed cost proposal, and the bid award shall be subject to subsequent negotiation.
5. **Bonds.** Before entering a contract, the City Administrator shall have authority to require performance, payment and other bonds deemed necessary in such amounts as deemed necessary to protect the interests of the City. The types and amounts of the bonds to be required shall be described in the notice inviting bids.
6. **Contracts.** Contracts for services or supplies may be signed by the Mayor or City Administrator.
7. **Change Orders.** Change orders of up to 20% over the original project cost estimate, and within the scope of funds budgeted by the City Council, may be approved by the City Administrator as deemed appropriate. Change orders exceeding 20% of the original project cost estimate shall be approved by the City Council.

4.12 AGREEMENTS WITH OTHER AGENCIES

The City shall have the power to enter into joint purchase agreements with any or all other public

agencies within the State for the purchase of any commodity, if the City Administrator finds the joint purchase agreement to be in the best interests of the City.

4.13 SPECIAL RULES AND PROCEDURES REQUIRED BY STATE LAW

State law requires the City to follow specific bid procedures for specified types of supplies and services. This Section sets forth the requirements and cites the applicable State law. The City shall comply with the applicable State law, as amended, regardless of whether or not this Policy reflects the most recent version of State law.

1. **Procurement for Building Improvements or Public Works Projects.** The City shall follow the requirements of Utah Code 11-39-101 et seq. for projects associated with Building Improvements or Public Works Projects. Utah Code shall govern in all cases of conflict with City policy below.

    a. When the City embarks on Procurement for Building Improvement or Public Works Projects the City shall, in accordance with UCA 11-39-102 as amended, cause:
        i. Plans and specifications to be made for the Building Improvement or Public Works Project; and
        ii. An estimate of the cost of the Building Improvement or Public Works Project to be made.
    b. When the City's prepared estimate for Building Improvement or Public Works Projects exceeds the Bid Limit as defined in UCA 11-39-101 the City shall follow the process and requirements prescribed in UCA 11-39-101 et seq. for Procurement for Building Improvements and Public Works Projects.
    c. When the City's prepared estimate for Building Improvement or Public Works Projects does *not* exceed the Bid Limit as defined in UCA 11-39-101, the City shall follow the processes contained in this Policy as appropriate.

2. **Procurement for Class C Roads Improvement Projects.** The City shall follow the requirements of Utah Code 72-6-108 through 110 for projects associated with Class C Roads. Definitions associated with Class C Road Improvements are contained in Utah Code 72-6-109. Utah Code shall govern in all cases of conflict with City policy below.
    a. When the City embarks on Procurement for Class C Road Improvement Project the City shall, in accordance with UCA 72-6-108 as amended, cause:
        i. Plans and specifications to be made for the Class C Road Improvement Project; and
        ii. An estimate of the cost of Class C Road Improvement Project to be made.
    b. When the City's prepared estimate for Class C Road Improvement Project exceeds the Bid Limit as defined in UCA 72-6-109, the City shall follow the process and requirements prescribed in UCA 72-6-108 for Procurement for Class C Road Improvement Project.
    c. When the City's prepared estimate for Class C Road Improvement Project Projects does *not* exceed the Bid Limit as defined in UCA 11-39-101, the City shall follow the process contained in this Policy as appropriate.

4.14 APPEALS / PROTESTS

Any actual or potential provider who is aggrieved in connection with the solicitation or award of a contract of procurement may protest the procurement by filing a written statement with the City Recorder within three (3) business days of the closing of the bid, or award of the bid, whichever is applicable. Following such notification, the notice will be forwarded to the City Administrator or designee within fifteen (15) days of the procurement decision under protest. The notice shall contain

the following information:

1. The protesting party's name, address, and daytime telephone number, the signature of the protesting party or the attorney for the protesting party, and the date the protest statement was signed; and
2. The relief sought, supported by a statement of fact and the recitation of the reasons and the legal authority in support of the protest sufficient to permit review.

The City may proceed with the protested procurement except that the City Administrator may suspend the procurement process for so long as he or she determines is appropriate. The City Administrator may designate another individual to assist in reviewing the matter, which assistance may include finding facts, analyzing the protest, and making recommendations.

The City Administrator or designee may request additional information from the protesting party or from other persons to make a determination. The protesting party shall provide all information reasonably needed to decide the protest except information which is protected from disclosure by law, or which could reasonably be expected to result in unfair, competitive injury to the protestor in spite of the protections for the protest or provided by law, including the Utah Government Records Access Management Act, Chapter 63 G-2, Utah Code Annotated as amended.

The City Administrator or designee shall review and decide protests, and shall issue a written determination to the protesting party within fifteen (15) days of receipt of the protest. If the City Administrator fails to issue a decision within fifteen (15) days after the receipt of the protest, said failure shall be considered in the equivalent of an order denying the appeal or protest.

4.15 CITY CREDIT CARDS / PURCHASING CARDS

1. General Guidelines.
    a. The City Administrator and Department Heads are issued, by the Finance Director, personalized credit cards and/or State purchasing cards and are authorized to carry the card with them.
        i. The cards are valuable property which requires proper treatment by users to protect it from misuse by unauthorized persons.
        ii. If the card is lost or stolen Department Heads shall immediately notify the Finance Director who will contact the appropriate parties necessary to freeze or cancel the card.
    b. Department Heads are responsible for coding each transaction to proper GL accounts upon receipt of the monthly credit or purchase card statement. Coded statements shall then be submitted to the Accounts Payable Clerk in a timely fashion.
    c. All finance charges and late fees will be charged to departments incurring those charges.
    d. Employees shall be held to spending limits approved by the Department Head even though the card limits may exceed authorized spending authority.
2. Approved Uses. The City's credit cards are intended for the following types of usage:
    a. Unforeseen circumstances where obtaining a check is impractical;
    b. On-line purchases of supplies, equipment, or materials not available through established purchase accounts;
    c. Authorized travel and training fees or registration (courses, seminars, conferences, etc.);
    d. Lodging, rental car for out of state travel, etc.; or
    e. Other purchases as approved by the Department Head.
3. Credit Card Violations. Violations of credit card use will lead to cancellation of card privileges and may be cause for disciplinary action. Card violations include but are not limited to:
    a. Purchase of items for personal use;

b. Use of the credit card for cash advances;
c. Use of the credit card for purchase of more than the users authorized spending limit, or by splitting purchases into more than one transaction in order to exceed the authorized limit; or
d. Failure to notify the City of lost or stolen cards.

4.16 MEAL AND REFRESHMENT PURCHASING

1. General Guidelines:
    a. Purchasing of occasional meals and/or refreshments with city funds is permissible for certain activities, meetings, and events. Department Heads shall use their discretion in determining when to purchase occasional meals or refreshments. Frequent or routine purchasing of meals is not permitted. Purchase of meals or refreshments should be kept to a reasonable financial level within budgeted funds of each department.
    b. Receipts shall be turned in for all meal and refreshment expenditures.
    c. Effort should be made to negotiate reasonable meal costs and limit the number of people who may need to attend a meeting or event where meals are anticipated. Purchase of extravagant meals and/or refreshments is prohibited (i.e., ordering Steak & Lobster for a working lunch meeting is not appropriate; ordering a sandwich and chips, or pizza would be a more appropriate meal).
    d. Purchase of alcohol is prohibited.

2. Approved Uses and Circumstances:
    a. Circumstances that may warrant purchasing of meals or refreshments include but are not limited to: meetings that conflict with or continue through reasonable meal times; refreshments at a public open house or city event; occasional working breakfast, lunch or dinner meetings that improve efficiency by combining work/meal times; occasional department training meetings; occasional employee recognition opportunities (birthdays, special achievements, retirement, summer/winter department social gatherings); meals provided to enable employee work to continue during a utility outage, repair or disaster; meals purchased while traveling for conferences or meetings that are further than 50 miles from the City.

Section 5 – Personnel Policies

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Section 5 – Personnel Policies

5.1 PURPOSE

Lindon City is committed to a working relationship with employees based on mutual trust, ethical behavior, and responsibility.

5.2 POLICY

It is the policy of Lindon City to establish guidelines and restrictions which allow employees to be aware of various conditions of employment related to all positions within the City. All employees will be required to act according to the following guidelines:

5.3 PROCEDURE

The City Administrator acts as the Personnel Director unless otherwise designated. The Personnel Director is responsible to control, supervise, and give direction to Department Heads concerning personnel issues. The Personnel Director has authority to recommend appointments, promotions, demotions, or termination of any City officers or personnel in accordance with applicable personnel policy.

5.4 HIRING PROCEDURES

All employee positions will typically be hired through a process which may include, but is not limited to, panels of interviewers with participants which may be made up of staff, Department Heads, Council members (one of which is assigned to the department), and/or the Mayor.

Time limited seasonal and temporary employment position can be hired without a formal interview process at the discretion of the supervisors and Department Head.

All appointments shall be based upon specific abilities relating to each position as outlined in job descriptions.

5.4.1 Means of Recruitment

Employees may be recruited to fill positions in the City work force. The method of recruitment shall be recommended by the Department Head and approved by the Personnel Director before any recruitment is commenced. Employees may be recruited for positions in the following ways:

1. **Announcement For Public Recruitment.** Announcement of a position shall take place with publication using any of the following: the Lindon City website, the Lindon City Facebook page, the Utah League of Cities and Towns Job Bank, Utah Department of Workforce Services, and professional publications related to specific vacancies. Announcements may specify the title of the position, the nature of the work to be performed, education and technical preparation desirable for the performance of the work, application deadline, manner of making applications and other pertinent information.

2. **Open Public Recruitment.** Open public recruitment is not required for promotions or transfers within the City. However, notice to potentially eligible employees shall be given at least seven days prior to the closing date for applications. Notice shall be given as determined by the Personnel Director or Department Head, and shall at least include posting the available position on the City web site. The notice must state the position, application filing locations and closing date for applications. Employees interested in promotions or transfers shall fill out a new employment application.

3. **Promotion of an existing employee.** Employees may be promoted to a higher job classification upon recommendation from the Department Head and approval of the Personnel Director. Past and present job performance, especially as it relates to the following shall be considered:
   A. Job knowledge and job skills;
   B. Ability to perform the job (including physical fitness);
   C. Dependability;
   D. Judgment when faced with decisions;
   E. Aptitude for and attitude on the job;
   F. Ability to accept responsibilities;
   G. Quantity and quality of work;
   H. Initiative and resourcefulness;
   I. Relationship with other employees and the public;
   J. Supervisory abilities and skills (if applicable);
   K. Promise of continued development (including relevant education);
   L. Record of disciplinary actions; and
   M. Record of absenteeism and tardiness.

4. **Transfer of an Existing Employee.** An employee may be transferred to another department if approved by the Personnel Director after considering the recommendations of the affected Department Heads and taking into consideration the same factors listed above. No employee shall be transferred to a position for which the person does not possess the minimum qualifications. An employee demoted to a position of less remuneration may appeal the transfer in accordance with the provisions of the Lindon City Administrative Policies and Procedures Manu.

5.4.2 Selection Policies

1. **Employment Application.** All application forms must be signed by the applicant. The Personnel Director or Department Head may require proof of statements as they deem necessary. The City may reject any application which indicates that the person does not meet the minimum qualifications established for the position or where the application is defective or incomplete. Applications may also be rejected if the applicant:
   a. Is found to have falsified his application;
   b. After reasonable accommodation, is physically unfit to fully perform the duties of the position;
   c. Is addicted to or uses illegal drugs;
   d. Is not within the legal age limit prescribed by law for City employment; or
   e. Has received a dishonorable discharge from the armed forces resulting from a general court martial.
2. **Interview.** Department Heads or designated supervisor will be responsible for interviewing

prospective applicants for positions with the City. As part of the interview process Department Heads may give job-related written, verbal or practical tests. Applicants may also be given practical tests on use of equipment, physical agility exams and be involved with role-playing exercises. During the interviews Department Heads may consider these test results as well as relevant education, training and work experience, especially as it relates to the minimum qualifications, minimum requirements and physical agility standards which are required for the position. No questions may be asked relating to age, gender, sexual orientation, race, national origin, marital status, disability, political beliefs, religious affiliations, or regarding any other protected class.

3. **Background and Reference Checks.** Department Heads are encouraged to contact references listed on the employment applications. Background investigations will be conducted on all prospective employees, as well as volunteers working on an ongoing basis.

4. **Drug Test.** All prospective employees, as well as volunteers working on an ongoing basis**,** will be referred to a medical facility chosen by the City to conduct a pre-employment drug screen in accordance with the City's Drug-Free Workplace Policy.

5. **Selection.** The Personnel Director, or an appointed designee, will review the recruitment procedures for compliance with this section prior to final selection of the employee.

6. **Removal From Consideration**. Criminal conviction, drug test results indicating illegal drug use, or any other unsatisfactory background information may be cause to remove the applicant from consideration.

7. **Veterans Preference.** In accordance with Utah Code 71-10-2 as amended, Lindon City shall grant a veterans preference upon initial hiring to each preference eligible veteran or preference eligible spouse as specified below:

   a. "Preference eligible" means: (a) any individual who has served on active duty in the armed forces for more than 180 consecutive days, or was a member of a reserve component who served in a campaign or expedition for which a campaign medal has been authorized and who has been separated or retired under honorable conditions; (b) a disabled veteran with any percentage of disability; (c) the spouse or unmarried widow or widower of a veteran; (d) a purple heart recipient; or (e) a retired member of the armed forces who retired below the rank of major or its equivalent.

   b. "Active Duty" means active military duty and does not include active duty for training, initial active duty for training, or inactive duty for training.

   c. "Disabled Veteran" means any individual who has: (a) been separated or retired from the armed forces under honorable conditions; and (b) established the existence of a service−connected disability or is receiving compensation, disability retirement benefits, or pension because of a public statute administered by the federal Department of Veterans Affairs or a military department.

   d. "Veteran" means: (a) an individual who has served on active duty in the armed forces for more than 180 consecutive days, or was a member of a reserve component who served in a campaign or expedition for which a campaign medal has been authorized

and who has been separated or retired under honorable conditions; or (b) any individual incurring an actual service−related injury or disability in the line of duty whether or not that person completed 180 consecutive days of active duty.

When a preference eligible individual applies for any career service position with the City and meets the minimum job requirements for the position, he/she will be invited to take any examinations or other numeric rating or ranking mechanisms (including an interview) used to select an individual for the position. If the applicant receives a passing score, Lindon City shall give preference in hiring by adding to the applicants score as follows:

a. 5% of the total possible score, if the individual is a veteran;
b. 10% of the total possible score, if the individual is a disabled veteran or a purple heart recipient; or
c. In the case of a preference eligible spouse, widow or widower, the same percentage the qualifying veteran is, or would have been entitled to.

When a preference eligible individual applies for any career service position with the City that does not require an examination, or where examination and/or interview results are other than a numeric score, the individual shall be given preference in interviewing and hiring for the position.

8. Political Activity or Affiliation. Partisan political activity, political opinion, or political affiliation of an applicant for a position with the City may not provide a basis for denying employment to the applicant.

9. **Department Head Employment Status.** All Department Head positions hired on or after January 1, 2017 will be at-will employees.

5.4.3 Appointment

After the recruitment file has been reviewed by the Personnel Director, the Department Head may be authorized to hire the selected individual. Before commencing work the new employee will complete a W-4 form, and other employment documentation as required by State or Federal law. The new employee will be provided with or given access to a digital copy of the Lindon City Policies and Procedures Manual.

1. **Orientation.** The Department Head or designated supervisor will be responsible for facilitating the adjustment of an employee to the work situation and for completing an orientation on the following items:
   A. Provide a clear statement of the employee's duties and official relationships;
   B. Introduce the employee properly to those with whom the employee will be working;
   C. Instruct and guide the employee in learning to perform job functions;
   D. Explain and issue, with a receipt, all items of equipment that must be returned upon end of employment. The property receipt must be signed by both the employee and the supervisor; and
   E. Provide additional information which is job related.

2. **Probation.** All <u>new</u> employees<u>, and current employees promoted to new or different positions,</u> are subject to a twelve month probationary period during which time they may be terminated

without recourse. After the probationary period, employee performance will be evaluated by the Personnel Director and/or the appropriate supervisor or Department Head. If performance is satisfactory, the employee will be taken off probationary status. If performance is unsatisfactory, the employee may be terminated, or a probationary extension may be imposed for up to an additional six months. Following any probationary extension period, a final determination will be made as to the employment status of the employee.

Under certain circumstances, the probationary period may be concluded after six months upon the recommendation of the Department Head and approval by the Personnel Director. Nothing herein shall be construed to establish the expectation that the probationary period will end at six months. New employees should typically expect a 12 month probationary period.

5.5 ANTI-NEPOTISM

No person shall be allowed to work in a department wherein a member of the person's immediate family is employed as the Department Head; or wherein a member of the person's immediate family would have direct or indirect supervision or control over that person. "Immediate family" as used in this section means father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, step-children, step-parents, grandchildren, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, or son-in-law.

Seasonal and temporary positions which are limited in time and/or scope, as well as volunteer positions, are not subject to the terms of the anti-nepotism policy.

5.6 EQUAL OPPORTUNITY EMPLOYMENT

It is the policy of Lindon City to comply with the guidance set forth in Title VII of the Civil Rights Act of 1964, according to Public Law 92-261, passed March 24, 1972, and subsequent amendments thereto. It is also the policy of Lindon City to comply with the Americans With Disabilities Act passed July 26, 1990, and subsequent amendments thereto.

Lindon City will hire, promote, classify, transfer, discipline, and terminate all employees without reference to race, religion, gender, age, disability, sexual orientation, political affiliation or national origin. No class of job will be closed to any individual because of the above referenced criteria. COPY FROM

"Disability" refers to a qualified individual with a disability as defined in Title 42 of the United States Code. The term "qualified individual with a disability" means an individual with a disability who, with or without reasonable accommodation, is able to perform the essential functions of a particular position. As required under the Americans With Disabilities Act, it shall be the judgment of Lindon City to determine what functions of a job are essential, and any written description of the job prepared by the City before advertising or interviewing applicants for the job shall be considered essential job functions.

Personnel will be compensated on the basis of equal pay for equal work. No individual will receive reduced compensation for equal work on the basis of age, race, gender, religion, national origin, sexual orientation, political affiliation or disability.

Lindon City does not discriminate on the basis of disability in admission, access to, or treatment in City programs.

5.7 EMPLOYMENT STATUS

5.7.1 Exempt Employees

The following full-time or permanent part-time positions have been designated as being exempt positions (not over-time eligible; at-will) based on FLSA employment standards for Executive, Administrative, or Professional exemption status: City Administrator, Planning and Economic Development Director, Finance Director, Chief Building Official, Chief of Police, Police Lieutenant, Parks & Recreation Director, Aquatics Manager, Public Works Director, City Engineer, Staff Engineer, City Attorney, Justice Court Judge, and any other established Department Head or other exempt positions as identified on the actual job description.

Exempt employees are typically expected to supervise their own activities, as well as the activities of those under their supervision. Exempt employees are not compensated for hourly work and instead are compensated to complete specific job duties. As long as their job duties are successfully completed, and depending on their job description, they are not typically required to be at work during all regular business hours like most non-exempt, hourly employees. Exempt employees are authorized to flex their work schedules as may be deemed necessary to successfully complete their job duties and may work more or less than a typical 40-hour work week. However, exempt employees shall be required to use accrued time off (vacation, sick, etc.) if they work less than two hours per work day. An absence from a full work day, or a work day when less than two hours is worked by the exempt employee, requires the use of accrued time off.

Exempt positions will be reviewed periodically to determine whether or not exempt status should be withdrawn based on changes in duties and related factors.

Where services are obtained through contract or agreement with professional firms, such as attorney, engineer, accountant, etc., the terms of such contract or agreement will apply.
(Updated Feb 6, 2018 Resolution #2018-5-R)
(Updated May 7, 2019 Resolution #2019-13-R)

5.7.2 Regular Full-time Employees (non-exempt)

1. Regular full-time status is achieved if an employee:

    a. Is not hired on a temporary basis;
    b. Has satisfactorily met the requirement for employment;
    c. Has satisfactorily completed a probationary period of at least six months as outlined in section 5.4;
    d. Has worked an average of 40 hours or more per week annually; and
    e. Has a job classification that qualifies for full time status.

5.7.3 Regular Part-time Employees (non-exempt)

1. The Mayor and City Council members are hereby designated as regular part-time employees. Other employees so designated must meet the following requirements:
    a. Is not hired on a temporary basis;
    b. Has satisfactorily met the requirements for employment;

c. Has satisfactorily completed a probationary period of at least six months as outlined in Section 5.4;
d. Has worked an average of less than 30 hours per week annually. In determining the average weekly hours worked, time taken off shall be held against the employee if such time was taken using accrued personal or sick leave or for time taken under the Family Medical Leave Act; and
e. Has a job classification that qualifies for part-time job classification.

2. Employees with an average annual work schedule of at least 30 hours but less than 40 hours per week will receive benefits on a pro rata basis for the hours worked, except that employees eligible for health care benefits under the Affordable Health Care Act shall receive full medical coverage. Benefits will begin or be applied for on the date of hire.

5.7.4 Temporary & Seasonal Employees

Temporary and seasonal appointments, such as interns, lifeguards, or Public Works and Parks summer help, are made by Department Heads with approval of the Personnel Director to carry out seasonal or temporary work. Temporary and seasonal positions do not qualify for regular benefits and are employed as at-will positions.

5.8 CHILD LABOR EMPLOYMENT

It is the policy of Lindon City that no one under the age of sixteen (16) shall be hired for any position, with the exception of youth recreation and swimming programs during the summer—or other exceptions where 14 and 15 year-olds can be used prudently within federal and state government guidelines.

5.9 PROHIBITION OF POLITICAL ACTIVITY

1. **No Political Activities During Employment Hours.** Except as provided by federal laws, no City employee or official shall engage in political campaigning or solicit political contributions of any kind during hour of employment. For purposes of this Section, hours of employment shall mean any time in which an official or employee is acting within the course and scope employment.

2. **No Use of Municipal Equipment for Political Purposes**. No City employee or official shall use municipal equipment while engaged in political activity.

3. **No Use of Influence or Position for Political Purposes**. No City employee or official shall, either directly or indirectly, use their position or employment status to coerce, command, or advise another municipal employee or official to pay, lend, or contribute anything of value to a political party, committee, organization, agency or person for political purposes.

4. **No Political Test or Requirement.** No City employee or official shall attempt to make, or infer or insinuate as much, that another employee or official's personnel status, or salary or compensation, is dependent upon the support or lack of support for a political party, committee, organization, agency or person engaged in political activity.

5. **Prohibition on Holding Elected City Position and City Employment Simultaneously.** An elected City official or an official appointed to the City Planning Commission cannot simultaneously hold any employment (whether full of part time) with Lindon City.
6. **No Restriction of Private Political Activities.** Nothing herein shall be construed to restrict the right of employees to hold membership in, and support a political party or candidate, to maintain political neutrality, or to attend political meetings outside of working hours, express an opinion on all political subjects outside the workplace, or on personal social media outlets, enjoy freedom from interference in voting, or to contribute freely to political causes.

5.10 GARNISHMENTS

The City is opposed to employees receiving garnishments. Department Heads should discuss the matter with such employees and arrange for improvement in the situation. Section 70C-7-104 of the Utah Code, states that no employee may be discharged "because earnings have been subject to garnishment in connection with any one judgment." However, garnishment on more than one indebtedness judgment may justify the City in taking disciplinary measures.

5.11 REDUCTION IN FORCE

If specific circumstances, such as lack of funds or lack of work, dictate a necessary reduction in force, the Governing Body shall lay-off the necessary number of employees after conferring with the Personnel Director and Department Head(s) while considering length of service and performance.

5.12 SEPARATION

No employee may be dismissed from service as a result of a change in the elected administration of the City or for the political expediency of an elected official.

5.13 RESIDENCY

The City does not give preference in employment to Lindon taxpayers or their dependents, nor require establishment of residency within its corporate limits as a condition of employment for any position.

5.14 TRANSFER, REASSIGNMENT, RESIGNATION, PROMOTION

5.14.1 Transfers

A transfer is defined as a move from one department to another, and should not be confused with the managerial function of moving personnel from one division or office to another within the same department by promotion, demotion or reassignment.

Transfers must be approved by Department Heads. A transferring employee must qualify for the job to which he/she is transferring. A transferred employee shall retain all accumulated sick leave and annual leave.

5.14.2 Reassignment

Employees who are reassigned shall be paid at the same salary that they received prior to reassignment. If such salary exceeds the maximum of the range for the position to which they are assigned, they shall

receive the maximum for the pay step for the new position.

5.14.3 Resignation

Excessive turnover is costly and should be avoided. Competent employees who resign voluntarily should be interviewed by the Department Head and Personnel Director. In such instance, the employee should be encouraged to reconsider. If the reason for the resignation is a misunderstanding or mistake by the City, an effort shall be made to correct the situation. Employees who resign and desire to leave the City in good standing should give at least a two week notice.

5.14.4 Promotion

Any employee receiving a promotion shall start on the first step of the salary range of the class to which he/she is promoted, and be eligible for merit increases as elsewhere provided, unless the present salary level is equal to or exceeds the probationary step of the class to which he/she is promoted. If this occurs, the promoted employee shall receive a salary increase to the next higher step.

5.15 WORKERS COMPENSATION

Lindon City operates under the provisions of the State of Utah Worker's Compensation Act which provides that “any employee injured, or the dependents of any employee killed, during the course of his/her duties shall receive compensation for loss sustained on account of such injury or death, and for medical, nurse and hospital services, medicines, and funeral expenses.”

Any injury occurring on the job must be reported to the supervisor immediately using forms prescribed by the State Labor Commission. Forms must be completed and submitted to the Personnel Director within seven days of the injury.

5.16 CAREER DEVELOPMENT

Employees are encouraged to take advantage of education and training benefits to improve job skills and to qualify for transfers and promotions. These benefits are limited to training and education which is relevant to the employee's current position or "reasonable" transfer and promotion opportunities. "Reasonable" is defined as attaining the minimum qualifications for promotion or transfer with no more than two years of additional education or training. These benefits will be available to all employees on a first-come first-serve basis, subject to the availability of budgeted funds.

Requests for education and training may be initiated by either the employee or the Department Head by completing and submitting an Employee Travel Request & Expense Disbursement Form (See Appendix A). Reference to training received should be made on the Performance Evaluation forms. Final decisions on requests for education and training will be made by the Personnel Director.

5.17 PAYMENT OR REIMBURSEMENT FOR TRAVEL

In state travel for training opportunities is preferred. If specific training is available only out of state, travel and associated expenses must be approved by Personnel Director.

Reasonable travel expenses on duly authorized trips on City business to attend conventions,

conferences, and meetings will be paid for or reimbursed by the City. Travel expenses must be included in an annual budget for each department anticipating travel as part of the budget process.

The following expenses will considered for payment or reimbursement:

5.17.1 Transportation Costs

1. If a commercial airline is used, tourist or economy fare must be requested and used if available. First class will be allowed only if tourist or economy fares are not available.
2. Employees are instructed to use available City-owned vehicles and credit accounts whenever possible. However, personal cars may be used if judged economical or advantageous to the City by the Personnel Director or Department Head. Reimbursement for personal car use shall be at the rate per mile allowed by current federal reimbursement guidelines.
3. Other transportation costs, such as parking fees, toll road charges and emergency repairs for City vehicles will be paid or reimbursed with receipts.

5.17.2 Subsistence and Other Costs

Subsistence, which consists of meals (excluding alcoholic beverages) and lodging will be paid or reimbursed as outlined.

1. Meal expenses will be paid or reimbursed based on the Utah State Travel Guidelines dollar amounts, and may be adjusted annually. The following criteria applies:
   a. Meals provided by a conference or event will not be paid or reimbursed (i.e., if lunch is served at the conference the employee won't be paid a lunch stipend or reimbursed for lunch).
   b. If a place of lodging serves a complimentary hot breakfast then no breakfast stipend or reimbursement will be paid. (Continental breakfast is not considered hot breakfast)
   c. Meal reimbursement will only occur if travel greater than 50 miles away from work is required before 6am for breakfast, or before 11am and after 2pm for lunch, or after 7pm for dinner.
2. Lodging will be reimbursed for reasonable accommodations to house the employee during an out-of-town event that is 50 miles or greater from the Lindon City Center. When able, conference rate lodging or similar accommodations should be utilized. Other lodging reimbursement that requires unique arrival/departure times may be approved by the Personnel Director.
   a. If reimbursement is requested for lodging that is not solely for the employee (i.e., employee and family rent a larger unit for vacationing while employee attends a conference), then the employee will be reimbursed the average cost of three single-occupancy hotel rooms nearest to the conference location for the same dates of stay.
3. Conference registration fees and extraordinary expenses, such as purchase of incidental supplies or publications, will be paid by or reimbursed with receipts.
4. Money may be advanced for anticipated expenses upon request and submission of a Travel Request & Expense Disbursement Form.

(Updated May 7, 2019 Resolution #2019-13-R)

5.18 HARASSMENT POLICY

5.18.1 Purpose

Lindon City is committed to maintaining a work environment that encourages and fosters appropriate conduct among colleagues and respect for individuals, and each employee's values and sensibilities. Accordingly, Lindon City officers and administration are committed to enforcing its Harassment Policy at all levels within the workplace and creating an environment free from discrimination and harassment of any kind.

5.18.2 Policy

It is the policy of Lindon City to establish guidelines and restrictions to eliminate discrimination and harassment of any kind in the workplace. Employees of Lindon City will be required to act according to the following guidelines:

1. Any verbal, non-verbal or physical action may constitute harassment if it is based on a person's protected status. For the purposes of this policy, areas of protected status at Lindon City include race, color, national origin, religion, sex, sexual orientation, gender identity, disability, or age. Harassment based on protected classes may create an intimidating, hostile or offensive work environment that unreasonably interferes with work performance or negatively affects an individual's employment opportunities. Harassment based on any of these protected categories will not be tolerated. The following are examples of conduct which could be considered harassment:
    a. Making derogatory comments, insults, suggestive remarks, or jokes regarding an individual's race, color, national origin, religion, gender, disability, age, or sexual orientation.
    b. Conduct which has the purpose or effect of degrading, or creating an intimidating, hostile or offensive work environment related to an individual's race, color, national origin, religion, gender, disability, age, or sexual orientation.
    c. Stating or implying that a particular employee's deficiencies in performance are attributable in whole or in part to their race, color, national origin, religion, gender, disability, age, sexual orientation.

The above is not to be construed as an all-inclusive list of prohibited acts under this policy.

In addition, severe and/or persistent aggressive or bullying type behavior directed toward another employee which is not related to protected classes may be cause for disciplinary action. Reports of aggressive behavior will be considered on a case by case basis.

2. Included in the Harassment Policy of Lindon City is sexual harassment. Sexual harassment is defined by the federal Equal Employment Opportunity Commission as "unwelcome sexual advances, requests for sexual favors or other verbal or physical acts of a sexual nature or sex-based nature where (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment (2) an employment decision is based on an individual's acceptance or rejection of such conduct, or (3) such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment."

3. Prohibited acts of sexual harassment can take a variety of forms. The following are examples of conduct which could be considered sexual harassment:
    a. Persistent or repeated unwelcome flirting, pressure for dates, sexual comments or touching.

b. Sexually suggestive jokes, gestures or sounds directed toward another or sexually oriented or degrading comments about another.
c. Preferential treatment of an employee, or a promise of preferential treatment to an employee, in exchange for dates or sexual conduct, or the denial or threat of denial of employment, benefits or advancement for refusal to consent to sexual advances.
d. The open display of sexually oriented pictures, posters, or other material which could be offensive.
e. The use of City computers to import or forward e-mail or other items which are objectionable or obscene in nature.
f. Retaliation against an individual for reporting or complaining about harassing conduct. Possible acts of retaliation may include changing work assignments, providing inaccurate work information, or refusing to cooperate or discuss work-related matters, as well as intimidation or questioning of an individual.

The above is not to be construed as an all-inclusive list of prohibited acts under this policy.

5.18.3 Procedures

It is difficult to list every possible inappropriate situation. If a question arises concerning the implementation of these standards, an employee should consult with the Supervisor and/or Department Head to resolve any issues or answer any questions. Any employee who believes he/she has been subjected to harassment or hostile work environment based on any of the Protected Classes, or harassment of any kind has the right to file a complaint.

<u>Mandatory reporting of harassment is required. Any employee who is aware of harassment occurring to others or has been informed about harassment of any kind occurring at the work place is obligated to report the harassment to their Department Head or other supervisor. Failure to report harassment occurring in the work place may result in disciplinary action up to and including termination.</u>

Minor violations of this policy can often be resolved through discussion with the Supervisor/Department Head. If the Supervisor/Department Head has participated in the harassment or satisfactory results are not obtained, or if the violation is serious, the following procedure is to be followed:

1. If an employee of Lindon City feels they have been harassed or discriminated against based on any Protected Class, including sexual harassment, the following procedure will be followed:
    a. Document the harassment, including dates, times, names of individuals involved, specific setting, etc.
    b. Complete and submit a Discrimination/Harassment complaint form available from the Personnel Director (see Appendix A).
    c. Submit the completed form and report the incident to the Personnel Director or the Human Resource Manager.

2. Upon receiving the written complaint of harassment or discrimination, the Personnel Director will proceed as follows:
    a. Once a complaint has been received, the Personnel Director will initiate an investigation within five working days of notification. If the Personnel Director is the subject of the investigation, it will be performed by the Human Resource Manager. The investigation will include an interview with the employee who made the initial report, the person towards whom the suspected harassment was directed if that person is someone other

than the complainant, and the individual accused of the harassment. Any other person who may have information regarding the alleged harassment may also be interviewed. To the extent possible, confidentiality will be maintained, while ensuring a thorough investigation.

b. Upon completion of the investigation, the Personnel Director or Human Resource Manager will prepare a written report within ten working days from notification of the suspected harassment unless extenuating circumstances prevent it, in which case the report shall be prepared as promptly as possible and the complainant shall be notified as to the reason for the delay. The report will include a finding that harassment did occur, did not occur, or that there is inconclusive evidence as to whether harassment occurred. When requested, a copy of the report will be given to the employee who made the initial report, the employee to whom the harassment was directed, and the employee suspected of the harassment.

c. Disciplinary action will be taken against any employee found to have engaged in harassment of any other employee. Lindon City has the right to apply any level of discipline, up to and including termination, depending on the nature and severity of the offense. Where a hostile work environment has been found to exist, Lindon City will take all reasonable steps to eliminate the conduct creating such an environment.

3. All information relating to any report of harassment which is reported to and handled by the Supervisor /Department Head will be forwarded to the Personnel Director for documentation.

5.18.4 Supervisors

Commission of an act of harassment by a supervisor with respect to any employee under the supervisor will result in a written reprimand, suspension or termination, depending upon the nature and severity of the misconduct. Supervisors are required to report any acts of harassment they become aware of. Failure to report such incidents will be cause for disciplinary action up to and including termination.

5.18.5 Citizens, Contractors, and Vendors

Any vendor, citizen or contractor deemed to be harassing a City employee will be dealt with according to the provision of State and Federal law. Those having a business association with the City may have the association terminated for acts of harassment.

5.18.6 Consensual Relationships

Consensual relationships between employees working in the same department are strongly discouraged but not prohibited. Lindon City employees are expected to be aware of their professional responsibilities and avoid apparent or actual conflict of interest, favoritism, or bias. If a supervisor and employee enter a consensual relationship, the person in authority can no longer supervise or evaluate the work of the individual with whom they are in a relationship. The person in authority is responsible to take steps to resolve the conflict by consulting with her/his supervisor to identify who can supervise and evaluate the work of the individual with whom they share a consensual relationship. Furthermore, care should be taken to ensure that the relationship does not interfere with either employee's work performance, and that the nature of the relationship does not affect either employee negatively according the sexual harassment guidelines. The Personnel Director or Department Head should be notified of consensual relationships between City employees, including a written statement signed by

both parties that the relationship is consensual and welcome. The City Personnel Director or Department Head should also be notified in the event that the consensual relationship is terminated. The City reserves the right to terminate any supervisor in a consensual relationship with another City employee if it is deemed necessary to avoid potential or perceived conflicts of interest or harassment issues.

5.19 PERSONAL APPEARANCE POLICY

5.19.1 Purpose

This policy has been developed to encourage the proper dress and grooming of Lindon City employees. Proper appearance contributes to the morale of all employees and can affect the business and professional image the City presents to patrons, visitors, and vendors.

5.19.2 Policy

It is the policy of Lindon City to establish basic guidelines concerning the personal appearance of employees. In order to maintain a professional atmosphere, all employees are expected to maintain the following minimum standards:

1. Employees must be able to perform their job duties without interfering with the performance of other employees. Therefore, employees must maintain a high standard of personal hygiene, including no offensive odors during work hours. This includes strong perfumes or colognes which may present a health hazard to other employees or patrons.
2. Employees must wear clothing appropriate to their employment. Appropriateness may vary depending upon the nature of work performed and the degree of public contact. However, radical departures from conventional community dress and grooming standards are not permitted, regardless of the nature of the job performed.
3. Employees must wear clothing that is clean and neat. Employees are prohibited from wearing clothing styles which are disruptive or interfere with the work environment and professional appearance of City employees including but not limited to, clothing which is offensive, clothing that advertises alcohol, tobacco, drugs, sexually suggestive material, or commercial products, as well as clothing that is torn, ragged, or cut-off. Additionally, tight fitting clothing, short skirts revealing any area above mid-thigh, low-cut blouses or tops that reveal cleavage or chests, tank tops, or shirts or pants that reveal the stomach or back area during movement are not permitted.
4. Excessive ornamentation such as body piercing for the wearing of non-traditional jewelry, such as multiple earrings, studs in the nose, lips, eyebrows or tongue, is not permitted during work hours. When possible, tattoos should be covered while at work. Wearing of jewelry of any kind should be kept to a minimum for the purposes of safety.
5. Hair should be clean, combed, and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length. Exotic hairstyles, such as Mohawks, spikes, or hair that is unnatural in color (pink, green, blue, etc.) can be disruptive and are discouraged.

5.19.3 Procedure

It is difficult to list every possible inappropriate situation. If a question arises concerning the implementation of these standards, an employee should consult with the Supervisor and/or Department

Head to resolve any issues. The Department Head will make the final decision regarding correction or discipline.

Employees who violate these standards will receive verbal instruction from their Supervisor or Department Head regarding appropriate appearance. If it is determined that a violation of this policy has occurred, the employee will be sent home and directed to return to work with proper appearance on the direction of the Supervisor or Department Head. Under such circumstances, employees will not be compensated for the time away from work, and shall not be eligible to use or apply other paid time off.

Subsequent violations of a similar nature are cause for further disciplinary action up to and including termination.

5.20 WEAPONS POLICY

5.20.1 Purpose

Lindon City is committed to maintaining a work place that is free of violence. This obligation includes the regulation of recognized hazards which contribute to violence or could cause serious harm. While Lindon City desires to maintain an environment free of dangerous weapons, the City recognizes that the regulation of the possession and carrying of firearms is reserved solely to the state legislature and adopts the following provisions subject to such regulations and provisions in the state code.

5.20.2 Policy

It is the policy of Lindon City to establish clear guidelines regarding the possession and use of weapons during hours of employment. For purposes of this Section hours of employment shall mean any time in which an official or employee is acting within the course and scope of their employment or duties. All Lindon City employees and officials will be required to adhere to the following provisions:

1. **Strict Compliance with State and Federal Law.** If an official or employee elects to carry a firearm during hours of employment, they shall strictly obey all state and federal laws and regulations pertaining to the carrying or possession of a firearm, either concealed or otherwise.
2. **Houses of Worship and Private Property.** During hours of employment, Lindon City employees are restricted from possessing or carrying any firearm into any house of worship or onto any private property where the owner, or person with apparent authority, makes it known, either through actual or constructive notice, that firearms are prohibited on such property.
3. **Unattende**d **Weapons**. No official or employee may leave any firearm, or other dangerous weapon as defined by Section 76-1-601, unattended or unsecured on City property or within a City vehicle or equipment. A firearm or dangerous weapon will be considered to be secured only if it is securely locked in private vehicle or has a secured gun lock that prevents the firearm from being discharged.
4. **Discharge of Firearms Prohibited**. While the state legislature has reserved the right to regulate the carrying and possession of firearms, in § 10-8-47, it has delegated to municipalities the authority to regulate the use or discharge of firearms. As such, no official or employee may discharge any firearm during hours of employment.
5. **Exceptions**. The only exceptions to this policy are police officers, security guards or other persons who are required to carry a weapon in the performance of their duties.

5.20.3 Procedure

Any employee who becomes aware of a violation of this policy is required to immediately notify the

Personnel Director.

Failure to abide by this policy may result in discipline up to and including termination. Further, carrying a weapon onto City property in violation of this policy will be considered an act of criminal trespass and will be grounds for immediate removal from city property, and may result in prosecution.

5.21 FMLA (FAMILY MEDICAL LEAVE ACT) POLICY

5.21.1 Purpose

Lindon City supports a work environment that offers solutions to the complex issues individuals face in balancing their work and family commitments. FMLA requires covered employers to provide up to twelve weeks of unpaid, job protected leave per year to eligible employees for certain family and medical reasons.

5.21.2 Policy

It is the policy of Lindon City to outline the specific requirements for the use of the Family Medical Leave Act (FMLA) according to standards established by the United States Government. Employees are eligible if they have worked for a covered employer for at least one year, and for at least 1,250 hours over the previous twelve months, and if there is a qualifying status change. Qualifying status changes include:

a. a serious personal health condition that prevents an employee from performing his or her job;
b. care of a child during the first year following birth, adoption, or foster care placement;
c. care of an immediate family member who has a serious health condition; or
d. a chronic health condition which requires intermittent absences from work.

Leave taken for one of the reasons stated above will be designated FML. FML is not intended to cover short-term illnesses that do not meet the definition of a serious health condition, where treatment and recovery are brief.

Qualifying immediate family members include: spouse, daughter, or son, step daughter, step son, foster child, or other persons for whom the employee is legally responsible.

5.21.3 Procedure

FMLA request forms are available from the Personnel Director (see Appendix A). When a qualifying status change is anticipated, verbal notice should be given as far in advance as possible, followed by a written request submitted thirty days prior to the leave. When an incident is immediate or unforeseen, notice should be given as soon as is practical, within one to two days of when the need for leave becomes known to the employee.

Appropriate documentation of the qualifying status change should accompany any request for FML. Documentation for a serious health condition requires a written statement from a medical doctor. Appropriate documentation, such as court records, must also be submitted for qualifying status changes related to adoption or foster care placement.

Following submittal of FML request forms and documentation, the Personnel Director will notify the

employee if the request meets the guidelines necessary for FML eligibility using the FMLA Response Form (see Appendix A). If FML is granted, the employee will be required to furnish a report every two weeks of their status and intent to return to work. If circumstances of leave change and the employee will be able to return to work earlier than the date indicated in the original request, two days' notice is required before returning to work. In the event that leave will extend beyond the date originally requested, additional documentation may be required at the discretion of the Personnel Director.

Regardless of notice by the employee, FML time will automatically start after three consecutive days of sick-leave use and/or three consecutive days of absence for qualifying FML status. Paid leave, such as sick leave, vacation leave, and compensatory time will run concurrently with FML. Total leave cannot exceed twelve weeks per year beginning on the date FML begins. Eligible FML leave may be taken concurrently during a twelve week period, intermittently over the twelve month period, or on a reduced work schedule over the twelve month period. Only the amount of leave actually taken will be applied to the twelve week period of leave.

Employment benefits will be maintained during the leave period. When leave is concluded, the individual will return to the same or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

Any request for FML must meet the standards established by this policy and the Family Medical Leave Act of 1993.
(Updated May 7, 2019 Resolution #2019-13-R)

5.22 COMPUTER AND INTERNET USE

5.22.1 Purpose

This policy has been developed to encourage the proper use of computers, laptops, tablets, cell phones, smart phones, security cameras, or similar electronic devices, including electronic mail, use of city Wi-Fi and internet systems (hereafter collectively referred to as "computers") provided to employees by the City to assist in efficient performance of job functions. This policy is also intended to balance the needs of the City and its employees by ~~in~~ creating a safe and non-offensive workplace ~~along with a reasonable expectation of privacy by employees~~ while also ensuring that employees are well informed that there is no expectation of privacy when using city computers.

5.22.2 Policy

It is the policy of Lindon City to establish basic guidelines concerning the appropriate use of computers within the City. These computers have been provided by the City to employees for the purposes of performing functions such as communication, information exchange, and research and are the property of Lindon City.

Information, software, computer files, images, videos, security footage and similar data on city computers is city property and only authorized for city use. Unauthorized access, viewing, and/or distribution of city data of any kind is prohibited. Violations of this policy may lead to disciplinary action up to, and including, termination of employment.

5.22.3 Guidelines

An employee of the City should be aware that the City reserves the right to inspect at any time the contents of any computer, file, e-mail file, voice mail, internet usage, or other equipment provided by the City. Reasons for such inspections may include, but are not limited to:

a. System, hardware or software problems;
b. General system failure;
c. A lawsuit against the City;
d. Suspicion of a crime or violation of policy; or
e. The need to perform work or provide a service when the employee is unavailable.

5.22.4 Computer Use

As stated above, the City reserves the right to review, at any time, all files on any computer owned by the City. Upon request all passwords must be given to the City when the files, websites or data are password protected.

Minimal use of City computers to send or receive personal e-mails, or brief use of the internet for personal reasons is allowable, provided that such use does not interfere with the employees work responsibilities or is completed on the employees own time or break periods. With Department Head approval, some employees may be allowed to take tablets and/or laptops home and use them for minimal personal use during non-work hours. However, such equipment remains the property of the City and are subject to all rules and conditions set forth in these guidelines. For personal cell phone/smart phone use, see Section 5.23 (Cell Phone Use). Other personal use of City computers is authorized only if approved by the appropriate Department Head or the Personnel Director. Employees should note that such personal use on city computers is discoverable. There should be no expectation of privacy, even for personal use permitted by this section.

Certain uses of city owned computers, including internet and e-mail systems, are prohibited and include, but are not limited to, the following:

a. Political activity as outlined in Section 5.9 - Prohibition of Political Activity;
b. Commercial or business activities not related to the City;
c. Sending obscene or suggestive messages;
d. Sending, viewing, or downloading offensive graphic images;
e. Storage of large amounts of personal data such as photographs, music, or other files;
f. Personal use of City computers for a private business;
g. Threats or harassment;
h. Slander or defamation; or
i. Any illegal activities.

5.22.5 Enforcement

Violations of this policy will be reviewed on a case-by-case basis and may result in disciplinary action, up to and including termination. This policy will be enforced with restraint and in a reasonable manner, and will be used only when there is a compelling reason to do so.

Any employee who becomes aware of a violation of this policy by another employee should report the violation to the Personnel Director or Department Head.

5.23 CELL PHONE USE

5.23.1 Purpose

This policy has been developed to encourage the proper use of cell phones while operating a City vehicle or private vehicle on City business, and to balance the communication needs of the city in creating a safe and open workplace. These policies regarding cell phone / smart phone use are in addition to policies regulating cell phone/smart phone use as found in Section 5.22.

5.23.2 Policy

It is the policy of Lindon City to establish basic guidelines concerning the use of cell phones while driving in city vehicles and operating private vehicles on city business for the safety of the driver, passengers, and other drivers on the road; and to establish a policy whereby the City and the employee share in the cost of city provided cell phones.

5.23.3 Cell Phone Use

When operating a City vehicle or driving a private vehicle on City business, employees will minimize the use of cell phones. If taking or making a call while driving, the employee will be required to act in compliance with Utah State Code 41-6a-1716; Handheld Wireless Communication Device as follows:

- Wireless communication devices are defined as a wireless telephone, text messaging device, or laptop computer
- Prohibited activities while operating a moving vehicle on the highway include; write, read or send a written message, dial a phone number, access the internet, view or record a video, or enter data into the device.
- Exceptions to the prohibited activities listed above include; using a handled device for voice communication, viewing a GPS or navigation app, during a medical emergency, reporting or requesting assistance relating a safety hazard or criminal activity, use of a hands-free or voice operated technology system integrated into the vehicle.
- Use by law enforcement or emergency service personnel within the scope of their employment also constitutes an exception to the prohibited activities.

5.23.4 Cost Sharing

In specific situations, and with Department Head approval, employees using a cell phone in the course of their duties may use their personal cell phone on a personal account for City business. In this case, the City will reimburse the employee $10 per month to compensate for cost associated with City business.

With Department Head approval, some employees may use a cell phone issued and paid for by the City. It is understood that personal calls, emails, text messages, etc. may occur on the City issued phone. The City allows such personal use of the city issued cell phone, except that the employee is prohibited to use the cell phone to engage in political activity or otherwise violate Section 5.9 'Prohibition of Political Activity' and use of the phone is also subject to Section 5.22 'Computer and Internet use'. In this case, the employee will pay $10 per month through payroll deduction to compensate the City for the cost of personal use of the cell phone.

If an employee is provided a City issued cell phone and desires an upgraded or more expensive phone, the employee is responsible to pay the cost difference between a base model phone and the upgrade phone, as determined by the City. The payment by the employee may be in the form of upfront payment or withholding from regular paychecks. The phone remains the property of Lindon City except as follows:

1) If the phone is no longer needed, or the employee leaves employment of the City, and the phone has remaining trade-in or resale value the City will trade-in or sell the phone and the employee will be repaid a proportional amount of the trade-in or resale value based on the proportion of the original cost of the phone for which the employee paid, or the employee may purchase and keep the phone for the cost of the trade-in or resale value; or
2) If the phone is no longer needed and determined to have no trade-in or resale value, and if declared surplus property by the Department Head, it may be kept by the employee.

(Updated Feb. 6, 2018 Resolution #2018-5-R)

5.23.5 Enforcement

Violations of the cell phone "use" portion of this policy will be reviewed on a case-by-case basis and may result in disciplinary action up to and including termination. Violation of these standards constitutes a Class C Misdemeanor or a Class B Misdemeanor if the violation causes serious bodily injury to another person. A second or subsequent conviction of the same violation within the past three years also constitutes a Class B Misdemeanor.

5.24 DISCIPLINARY PROCEDURES

It is the responsibility of each employee to observe regulations necessary for the proper operation of City government functions. Administrative procedures have been established for handling disciplinary measures. As a part of any disciplinary action, employees will be counseled as to the action which precipitated the discipline, and improved job performance which will correct the unacceptable situation or behavior. Employees will also be given an opportunity to respond to the allegations and provide a written statement regarding the disciplinary action.

Employees may not be discharged, suspended without pay, or demoted because of the employee's political or religious beliefs.

The following levels of discipline may be applied as appropriate to the situation:

5.24.1 Verbal Warning

Whenever grounds for disciplinary action exist, and the supervisor or Department Head determines that more severe action is not required, the Department Head should verbally communicate to the employee the observed deficiency. Verbal Warnings will be documented by the Department Head using a Disciplinary Action form signed by the Department Head and the Employee. The documentation will include the date and time of the conversation, and a brief description of the conversation. The Disciplinary Action form will be forwarded to the Personnel Director for documentation purposes. The documentation will be placed in the employees personnel file for a period of two years. Records of verbal warnings will be removed from an employee's personnel file after the two year period provided no additional disciplinary action has occurred. Disciplinary action consisting of a verbal warning may not be

appealed.

5.24.2 Written Reprimand

A Department Head may reprimand an employee in writing. Written reprimands are to be documented on a Disciplinary Action form signed by the Department Head and the Employee. The documentation will consist of the date and time of the reprimand, a detailed description of the deficiency, and any expected corrective action on the part of the employee. The Disciplinary Action form will then be forwarded to the Personnel Director. The documentation will be retained permanently in the employees personnel file. Disciplinary action consisting of a written reprimand may not be appealed.

5.24.3 Pre-Disciplinary Hearing

Prior to imposing disciplinary actions of Probation, Suspension without pay (of more than 2 days), Demotion, or Termination of an employee, a Pre-Disciplinary hearing will be held with the employee, the Department Head and the Personnel Director. The employee will be notified of the date and time of the hearing using a Notice of Pre-Disciplinary Hearing form. At the Hearing, the employee will have the opportunity to present information which may have an impact on the decision to take disciplinary action. Following the hearing, the employee will be notified of what disciplinary action, if any, will be taken using a Disciplinary Action Form, or if no disciplinary action will be taken.

5.24.4 Probation

A Department Head may, with the written approval of the Personnel Director, place an employee on probation as a disciplinary measure. On or before the effective date of the probationary period, the employee will be notified using a Disciplinary Action Form stating the reasons for the probation, the length of the probation, and the objectives that must be met during the probationary period to restore the employee to a non-probationary status, and to avoid further disciplinary action. Action taken will be documented by the Department Head using a Disciplinary Action Form signed by the Department Head and the Employee. Disciplinary action consisting of imposition of a probationary period may not be appealed.

5.24.5 Suspension Without Pay

A Department Head may, with the written approval of the Personnel Director, suspend an employee without pay for up to, but not exceeding ten calendar days as a disciplinary measure. On or before the effective date of the suspension, the employee will be notified using a Disciplinary Action Form of the reasons for the suspension without pay, the length of the suspension, and the objectives that must be met during the suspension in order for the employee to be reinstated, and to avoid further disciplinary action. Action taken will be documented by the Department Head using a Disciplinary Action Form signed by the Department Head and the Employee.

5.24.6 Demotion

A Department Head may, with the written approval of the Personnel Director, demote or reduce in salary any employee for disciplinary reasons. On or before the effective date of the demotion, the

employee will be notified using a Disciplinary Action Form of the reason for the demotion, and objectives which must be met to avoid further disciplinary action. Action taken will be documented by the Department Head using a Disciplinary Action Form signed by the Department Head and the Employee.

5.24.7 Termination

A Department Head may, with the written approval of the Personnel Director, terminate an employee for disciplinary reasons. The City reserves the right to terminate any employee proven to be in violation of any policy set forth in this manual, depending on the nature and severity of the offense. Action taken will be documented by the Department Head using a Disciplinary Action Form signed by the Department Head and the Employee.

Following is a summary of possible actions which may be cause for termination:

a. Insubordination;
b. Conviction of a crime of moral turpitude or dishonesty or felony while an employee of the City;
c. Indulging in offensive conduct or using offensive language;
d. Deliberate or careless conduct endangering the safety of the public or other employees;
e. Inducing or attempting to induce any City employee to commit an unlawful act, or violate City regulations, official policy, or department directives;
f. Using, threatening, or attempting to use personal or political influence to secure special consideration as a City employee;
g. Incompetency or inefficiency in the performance of job duties resulting in two consecutive unsatisfactory ratings on performance evaluations;
h. Carelessness or negligence with City monies or property;
i. Theft or intentional destruction of City property;
j. Intentional falsification of personnel records, time reports, or other City records;
k. Being under the influence of intoxicants or drugs while on duty;
l. Sleeping on duty except as may be provided for in official City regulations;
m. Change in ability to comply with the job description;
n. Failure to notify the Department Head and Personnel Director of a change in the status of the employee's driver's license;
o. Revocation of an employee's driver's license;
p. Excessive absenteeism or tardiness;
q. Excessive horseplay and related activities which create safety hazards;
r. Violations of safety rules and practices;
s. Smoking in posted or unauthorized areas;
t. Failure to report to work without notifying the Supervisor or Department Head, unless it is not possible to give such notice;
u. Inattentiveness to work, failure to start work at the designated time, quitting early, or leaving work without authorization from the Supervisor or Department Head; or
v. Vending, soliciting, or collecting contributions on City time or premises without proper authorization.

This list should not be construed to be all-inclusive. It is difficult to list every possible situation which may be cause for termination.

5.25 SUSPENSION, DEMOTION OR TERMINATION APPEALS PROCEDURES

5.25.1 Employee Appeals Authority

The City shall contract with an appointed independent Employee Appeals Authority who will hear appeals of Suspension, Demotion or Termination. This individual may be an attorney from another municipality or firm that has experience with municipal employee policies and regulations.

5.25.2 Appeals of Suspension, Demotion or Termination

It shall be the policy of Lindon City to comply with the appeal procedure outlined in Section 10-3-1106 of the Utah State Code.

In the case of suspension, demotion or termination, a full-time regular employee, who is not an appointed, at-will, or probationary employee, has the right to appeal the decision to the Employee Appeals Authority. The appeal must be in writing and filed with the City Recorder within ten days of the demotion or termination. The City Recorder will then refer the matter to the Employee Appeals Authority which will receive evidence and fully hear and determine the matter. The employee shall be entitled to appear in person and to be represented by counsel (at the employee's expense), to have a public hearing, to confront any witness's whose testimony is to be considered, and to examine any evidence.

In the event that Employee Appeals Authority does not uphold the suspension, demotion or termination, the City Recorder shall certify the decision to the affected employee, and also to the Personnel Director and/or Department Head. The employee shall be paid his salary, commencing with the next working day following the certification by the City Recorder of the decision of Employee Appeals Authority, provided the employee reports for his/her assigned duties the next working day.

5.26 SUSPENSION PENDING INVESTIGATION AND DECISION

At the sole discretion of the City, an employee may be suspended (with or without pay) pending an investigation. If after an investigation the employee is found guiltless, the employee shall be restored to his or her position and compensated for any lost pay.

5.27 GRIEVANCE PROCEDURE

It is the policy of Lindon City insofar as possible to prevent the occurrence of grievances and to deal promptly with those which do occur.

Whenever a grievance other than for disciplinary action arises or is directed to the attention of the Department Head, the Department Head shall discuss all relevant circumstances with the employee and address the grievance to the extent the Department Head deems advisable and possesses authority.

If the Department Head fails to settle the grievance in a satisfactory manner, the employee shall provide a written grievance with the Department Head's decision to the Personnel Director within ten days of the notice to the employee of the Department Head's decision. The Personnel Director shall promptly discuss all relevant circumstances with the employee and Department Head and address the grievance to the extent the Personnel Director deems advisable and possesses authority.

If the Personnel Director fails to settle the grievance in a satisfactory manner, the employee shall within ten days of the notice of the Personnel Director's decision file with the Personnel Director a written appeal explaining the basis for the appeal. The Personnel Director shall transmit the appeal and a brief explanation to the Employee Appeals Authority.

The Employee Appeals Authority shall schedule a hearing with the parties within 15 working days after the Personnel Director's receipt of the grievance. The Employee Appeals Authority shall render a written decision to the employee within five working days after conclusion of the hearing. The Employee Appeals Authority shall render its findings and decisions to all concerned parties, in writing, which decision shall be final and binding.

5.28 CONFLICTS OF INTEREST

5.28.1 Disclosure Statement

All City employees, elected officials, and appointed officials are required to submit an annual disclosure statement regarding conflicts of interest or potential conflicts of interest related to their position with the City. The disclosure form is included in Appendix A.

5.28.2 Referring to a Partner Agency

In the event that a current or former City Employee or an immediate family member of a current or former City Employee, including current or former Elected or Appointed Officials, is involved in any legal action or incident involving or investigated by the Lindon City Police Department, the case shall be referred to a partner agency, such as Pleasant Grove City or Orem City, for investigation and/or prosecution. Any legal action or incident involving or investigated by the City which affects a vendor with whom the City conducts substantial business, or a contracted professional serving the City, shall also be referred to a partner agency. This policy will not apply to minor infractions, or in the event of an emergency situation. In the case of an emergency situation, the case shall be referred to a partner agency as soon as practicable for investigation and/or follow up. Immediate family member shall mean husband, wife, son, daughter, father, mother, sibling, or any equivalent step family member or in-law family member.

Section 6 – Employee Compensation & Benefits

6.1 COMPENSATION
- 6.1.1 Cost of Living Allowance (COLA)
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EMPLOYEE COMPENSATION –

6.1 COMPENSATION *(Additional compensation programs may be found in the compensation programs section of the annually adopted city budget).*

6.1.1 Cost of Living Allowance (COLA)

Cost of living allowances (COLA) may be considered each year when it is determined from an appropriate index that such an increase is warranted, and after considering the impact of such an increase on the City budget. If approved by the Governing Body as part of the annual budget, COLA increases will be effective on July 1 each year.

6.1.2 Merit Increases

A regular full time or regular part time employee may qualify for a merit increase effective January 1 each year. The City Council will consider approval of Merit Pay Increases as part of annual budget adoption in June of each year, with an additional fiscal evaluation occurring in December each year prior to implementation of merit increases for payment beginning in January of each year. The six month fiscal review prior to implementation of Merit Increases is intended to protect the City from experiencing financial constraints in the event that budgeted revenue is less than anticipated. When approved by the City Council, Merit Pay Increases will be implemented using the Evaluation Score Table as follows:

Table 6-1

Table of Evaluation Scores and Merit	
Final Score	**Merit**
7 or higher	Full Merit / next pay step
*6 – 6.9	*Pay Range steps 1-5 must score 6.0 or higher for full merit / next step; *Pay Range steps 6 or above = No merit. Must score 7 or higher for next step
4 – 5.9	No Merit
1 – 3.9	Probation

1. A regular full time or regular part time employee may qualify for a merit (step) increase effective January 1 each year, based on the following criteria:
    a) After an annual performance evaluation employees will be eligible for a ~~full or partial~~ merit increase as approved by the City Council based on the following Performance Evaluation criteria:
        - Employees currently working in Step 1 through Step 5 on the pay scale will be moved to the next step on the pay scale for an evaluation score of 6.0 average or better.
        - Employees currently working ~~between the Mid and High~~ at steps 6 or higher in their respective pay range, with an evaluation score of 7.0 average or better, will be eligible to receive the full merit increase ~~or a partial merit increase at the percentage approved by the City Council~~

(move to next pay step) based on ~~the Final Score and Merit Percent shown in~~ Table 6-1 above.

b) As listed in Section 6.1.10 'Salary Advancement', in the case of an exceptional employee, after full written justification and review, he or she may be moved to a higher step within the same pay range upon Department Head recommendation and Personnel Director approval.

c) For employees hired prior to February 6, 2018 and who are completing the probationary period, if the evaluation at the end of the probationary period shows 6.0 performance score or better, an employee may be granted a step increase. Employees hired after February 6, 2018 are eligible for a step increase on the 1st day of January following after completion of their probationary period, except as identified in (e) of this section.

d) An employee may not receive a merit/step increase while on probation.

e) An employee may not receive a merit/step increase within six months of receiving a prior merit/step increase, except when due to promotion or 'Salary Advancement' as listed in Section 6.1.10.

2. Performance Evaluation Report forms with evaluation criteria are found in Appendix A.

(Updated Feb. 6, 2018 Resolution #2018-5-R)

6.1.2(a) Merit Pay Bonus Program

In addition to traditional performance based merit/step increases for employees within their pay range, a one-time merit bonus pay opportunity is provided for employees who have reached the high end of their pay scale. The Merit Pay Bonus program is an incentive to keep seasoned employees from leaving or retiring after 'topping out' and a way to emphasize continued performance based wage increases. This one-time payment, subject to budgetary approval, will be based upon the same performance scoring criteria as other employees who have not reached the high end of their pay range.

The bonus is paid at two time periods *after* the work is performed by the employee~~. Merit Pay Bonuses will be paid on the first payday following July 1st of each year,~~ and based on results of the Performance Evaluation from the prior work year. Merit Pay Bonuses will be 2% of the annual pay (based on highest step in pay range) and will be paid in two lump sums: one payment in the first pay period in June and the second payment in the first pay period in December.

The lump sums are not prorated based on time worked, meaning the employee must have worked the entire period in his/her current position prior to the payment of the lump sum portions (approximate six months each period). (i.e., an employee who is topped out on the pay scale and scores a 7.0 or higher on their performance evaluation in Dec 2020, and who works all of 2021 calendar year, would be eligible for a 2% lump sum bonus with half of it paid in June 2021 and the other half paid in Dec 2021. If, during 2021, the employee leaves employment, retires, is promoted to a new position with higher pay step, etc., he/she is not eligible for any portion of the Merit Pay Bonus unless having had worked approximately six months in that position (Jan through June) for first half of bonus; or an additional six months for second half of bonus (July through December)).

6.1.3 Work Period

1. The City's standard work week begins Saturday at 12:00am and ends the following Friday at 11:59pm. FLSA nonexempt employees may not deviate from this 40-hour work week.
2. City offices are typically open Monday through Friday from 8 a.m. to 5 p.m. The City Council may adopt alternative business hours for Public Works, Parks & Recreation, or other facilities as deemed appropriate to best accommodate the public.

3. Department Heads may approve flexible starting and ending times for employees as long all staffing needs are met and standard public services are accommodated during regular business hours. Telecommuting, as needed, may only be approved on a limited basis by Department Heads.
4. An employee is required to be at work on time. An employee who is late, regardless of the reason, including inclement weather, shall, with Department Head approval, make up the lost time by using accrued leave, leave without pay or adjusting their work schedule to make up the time.
5. Employees shall account for all hours worked through an approved employee time card or other method authorized by the Department Head. Failure to properly document hours worked may be cause for termination.
    a. An employee's time worked shall be calculated in increments no smaller than 5 minutes.

6.1.4 Lunch and Break Periods

1. Each full time work day shall include a minimum of 30 minutes non-compensated lunch period, unless otherwise authorized by the Department Head.
    a. Lunch periods may be used to shorten a work day if approved as part of a flexible work schedule by the Department Head.

2. An employee may take one 15-minute compensated break period for every four hours worked.
    a. Break periods may be accumulated on the same day of work to accommodate a longer mid-day lunch period if approved by the Department Head (example: 1.5 hour lunch period as opposed to 1 hour lunch period).
    b. 15 minute break periods may not be accumulated on the same day of work to accommodate a shorter work day.
    c. Except as outlined in 2(a) of this section, unused 15 minute break periods are not accruable.

6.1.5 Overtime

From time to time Department Heads or other management may require employees to work overtime. Overtime work shall occur only in emergency situations. The practice of overtime work shall be kept to an absolute minimum. All overtime work must have prior approval of the Department Head. For classified employees (non-exempt employees as defined by Fair Labor Standards Act (FLSA) guidelines), any time worked over forty (40) hours in one work week will be considered overtime. Time worked does include holidays observed by the City, but does not include vacation, sick or compensatory time used or a Personal Holiday taken. Overtime will be paid on a time and one-half basis and may be in the form of compensatory time off (comp time) or monetary compensation as specified in this manual. The decision whether to allow compensatory time or overtime pay will be at the discretion of the Personnel Director, after consultation with the Department Head. Nothing in this or any other City policy shall be construed to give an expectation or right to continued or future overtime hours.

The maximum accumulation of comp time will be 240 hours, unless otherwise mandated by FLSA guidelines. An employee who has accrued the maximum number of compensatory hours shall be paid monetary overtime compensation for any additional overtime hours of work. The City may prohibit an

employee who has accumulated the maximum amount of comp time from working additional overtime hours. The City may require an employee to use accumulated compensatory time before vacation, sick, or personal holiday can be used. Payment for unused compensatory time shall be made in the event of separation from service for any reason.
Exempt employees (as defined herein and by FLSA guidelines) required to work beyond the regular work period shall be compensated in accordance with the Administrative Leave section.

6.1.6 Weekends and Holidays

Many positions are required to work on weekends and holidays (i.e., police, life guards, parks & recreation staff, etc.). Except for employees who are 'called-out' to return to work in emergency situations, employees scheduled or required to work on weekends will not be paid overtime unless they have exceeded forty (40) hours of work during the regularly defined work week.

6.1.7 On-call

The Public Works Director, or designee, will provide 24 hour on-call coverage to receive and respond to all calls after hours. The Parks & Recreation Director may also assign one parks employee to be on call during the secondary water service operation and during heavy rental periods between April 1st and October 31st.

One qualified and trained public works and/or parks employee will be assigned to be on call for a seven day period. The Department Head will determine if the employee is qualified. The (on-call) coverage will commence at 3:30 pm on Friday and will continue until 3:30 pm the following Friday, or as otherwise relieved of on-call duty. During this time, the on-call employee shall not consume alcohol, or use any drug that may impair the judgment or ability of the employee to perform assigned duties (See Section 7, Drug Free Workplace).

The assigned on-call employee will be provided with a vehicle and cellular phone. To accommodate being available to receive all calls, the employee will be allowed to use the vehicle for personal use, provided the employee always carries the pager and/or phone issued by the City when using the vehicle and does not drive the vehicle further than 30 minutes from Lindon City. While on-call, the employee must be able to report to work within 30 minutes (including traffic congestion). Employees assigned to be on-call will receive weekly on-call pay of $200 per week. Parks & Recreation Department employees assigned to empty garbage after facility rentals will receive one lump pay amount of $30 per weekend in addition to any weekly on-call pay (if the same employee is doing both on-call and garbage duties). On-call pay will not be adjusted for inflation, but will be evaluated from time-to-time to ensure the on-call pay is reasonable. ~~to include the same annual cost of living adjustment given to other employee pay scales within the City.~~ With approval from the Department Head, on-call employees may elect to receive the equivalent ~~compensatory~~ vacation time in lieu of monetary on-call pay.

In order to reduce response time of snow removal during winter storm events, if snow is forecasted within a 24-hour period, snow plows may be taken home at night if the employee residence is within one-mile radius of the City limits. The plow is to be parked at a safe location on the employees' property and may not be used for any personal use except returning to work. The employee shall not use the plow for snow removal on personal property or other non-public property. The action of taking a snow plow home after work hours does not constitute being 'on-call' in regards to receiving on-call pay, unless an individual has been specifically assigned as the 'on-call' employee. Employees will not be

compensated for commute times to-and-from their place of residence.

6.1.8 Call-Out

Non-exempt employees who are required to work outside the scope of normal office hours to assist with unscheduled, emergency situations shall receive compensatory time at the time-and-a-half rate for each hour worked. The employee shall be compensated for a minimum of one hour of work for each 'call-out'. All call-out hours will be paid on a time and one-half basis regardless of the number of hours worked during the regular work week. Hours worked by an employee coming in early or staying late to finish a project or other non-emergency work activity are not eligible as call-out or overtime hours worked unless the employee has exceeded 40 hours during the work week.

With direction from the Department Head, employees who are on-call may call other employees for assistance. Other employees who are 'called-out' will be compensated per the call-out requirements in this section, but shall not receive 'on-call' pay. If other employees are not reasonably available to respond to needed assistance, the on-call employee may continue to contact employees from other departments who may be available and/or qualified to assist in the matter. During emergencies, the Personnel Director or Department Head may compel employees to report to work or otherwise respond to call-out situations. Failure of any employee to report to work during emergency call-outs will be reviewed on a case-by-case basis and may result in disciplinary action up to and including termination.

If an employee is required to return to work after having left the premises, all time spent responding to calls, including travel time to and from work, shall be compensated at the time-and-a-half rate as hours worked.

Any employee who is called back to work during non-scheduled emergency work hours and has recently consumed alcohol or drugs which may impair the ability of the employee to safely perform his/her duties shall notify the supervisor of the impairment and shall not report to work (See Section 7, Drug Free Workplace).

Scheduled, non-emergency, work activities that are not during regular office hours, in which an employee was given at least 24-hours notice of the activity, are not eligible for call-out / overtime pay unless the employee has worked more than 40 hours during the work week, and has the approval to receive overtime pay (or comp time) from the Department Head.

6.1.9 Administrative Leave

Exempt employees who as part of their normal duties spend more than forty (40) hours a week in work assignments are eligible to receive Administrative Leave. This leave is not accruable nor is it vacation. Administrative Leave must be taken during same work week as the extended work days unless specifically approved by the Personnel Director.

6.1.10 Salary Advancement

Increases within the same pay range based on the meritorious or superior performance of job duties as indicated by a performance evaluation are available upon recommendation of the Department Head and Personnel Director. A “Salary Advancement” is separate from a “Merit Increase.” Advancement above an existing pay range is considered a job pay reclassification and can only be approved by the City Council after recommendation by the Personnel Director.
(Updated Feb. 6, 2018 Resolution #2018-5-R)

6.1.10(a) Salary Scale

Employee salary advancement shall be based on a 6-step scale. Advancement through the first 5 steps of the pay range is dependent on favorable performance evaluations through the first five years of an employee’s employment. Given favorable performance evaluations, an employee may advance a full single step for each year of employment, up to the 5th step (Mid-Point) in the assigned pay range. Advancement from the 5th to 6th step in the pay range shall be based on approved merit increases and favorable performance evaluations. The City Council may approve a merit increase percentage for each fiscal year based on budgetary constraints. Employees may receive all or a portion of the approved merit increase percentage based on their Performance Evaluations shown in Section 6, Table 6.1. The current Salary Scale is available in the Employee Compensation section of the annual budget.

6.1.11 Separation Pay

When employees terminate, they shall be required to return all tools, keys, equipment and other property and to clear all financial obligations prior to receiving their final paycheck. For dismissals for cause, the employee must adhere to the above policy within 48 hours from notice of termination, and

will be required to sign a “Release and Covenant Not to Sue” when appropriate. Any obligations not cleared within the appropriate time will be deducted from the final paycheck. Final paychecks shall include compensation for all unused annual leave and qualified overtime, but shall not include accrued sick leave, other than for retiring employees.

6.1.12 Severance Pay

When a full-time employee is separated from City employment due to a reduction in force through no fault of the employee, and when such separation requires immediate action preventing a two-week notice, the employee shall be paid two weeks of severance pay in lieu of the two-week notice.

6.1.13 Pay Advancement

The City will not make pay advances to employees.

6.1.14 Pay Days

Pay days shall be every other week. Pay shall be up to and include Friday of the second week. Paychecks will be disbursed the following Wednesday.

6.1.15 Direct Deposit

Employees will be paid through direct deposit into a savings or checking account.

6.2 PAY SCALE COMPENSATION PLAN

A copy of the current Pay Scale is available in the Compensation Section of the Annual Budget.

6.2.1 Initial Appointment

1. All positions in the City are assigned a Pay Range in Lindon City Salary Scale. Initial Appointment shall be at the first step of the salary range. The Personnel Director may approve appointment to a higher step within the same range if:
    a. An employee cannot be recruited for the position at the beginning rate; or
    b. The qualifications of the individual selected for the position exceed the minimum requirements and the individual can be expected to perform at a level equal to that of other individuals being paid at the same step.

6.2.2 Classification

All City positions are comparatively evaluated on a set of common factors and assigned a grade encompassing a specific salary range on a salary plan. All employees hired on a regular full-time basis will receive compensation according to the classification of the position for which they are hired. Most employees will be hired at step 1 of the salary plan and will progress through the salary range based on performance warranting such advancement. Recommendations for advancement must be approved by the Personnel Director.

The City typically completes a salary study every two to three years which focuses on similar job duties and classifications in neighboring municipalities of similar size in Utah and Salt Lake counties. Based on

results of the study, job classifications and pay ranges may be adjusted as appropriate.

6.2.3 Reclassification

1. If the duties and responsibilities of a position change significantly, the Department Head should submit a written request for reclassification to the Personnel Director. The Personnel Director will perform an analysis of the position and make a final recommendation for or against reclassification, with final approval made by the City Council.

2. If circumstances arise requiring removal of a position from the Staffing Plan, job security shall be attempted by:
    a. Returning the employee to a previous position, if possible;
    b. Promoting the employee based on merit and qualification, if reasonable;
    c. Transferring the employee to another department to fill a position for which the employee is qualified or may become qualified, if possible; or
    d. Terminating the employee if none of the above alternatives is feasible.

(Updated Feb. 6, 2018 Resolution #2018-5-R)

6.3 OUTSIDE EMPLOYMENT

No employee may engage in outside employment which in any manner interferes with the proper and effective performance of official duties or which results in a conflict of interest. It is necessary that an employee give priority to employment with the City.

EMPLOYEE BENEFITS

Note - Permanent, full-time employees are compensated with a variety of benefit programs. Permanent part-time positions working less than 30 hours per week, and seasonal employees are non-benefited positions, and do not receive compensation through benefit programs. Permanent full-time employee benefits are outlined in the following sections.

6.4 INSURANCE BENEFITS

6.4.1 Medical and Life Insurance Benefits

Subject to annual review and budgetary constraints, the City shall provide health insurance, and may provide dental, long term disability and life insurance for regular full-time employees and their dependents. Per the Affordable Care Act, the City shall also provide health insurance benefits to those employees working more than thirty (30) hours per week annually.

All benefits of full-time City employees or employees eligible for health care benefits under the Affordable Health Care Act begin or are applied for on the date of hire.

The City studies benefit costs each year during the annual budget approval process. Changes to insurance providers may be made each year if a more cost effective alternative is identified. Allowable enrollment dates vary between insurance providers. Therefore, if the insurance provider under contract with the City allows enrollment on the date of hire, health and dental insurance benefits will begin on the

date of hire. If the insurance provider under contract with the City requires the enrollment date to be the first of the month, health and dental insurance benefits will begin the first of the month following the date of hire. Employees will be notified of the effective date of coverage at the time new-hire paperwork is completed.

Current insurance benefit offerings are approved in the annual city budget and include:

- The City will pay ~~100~~97% of medical insurance premiums and 50% of dental insurance premiums for employees who qualify for family coverage.
- The City will pay ~~100~~97% of medical and 100% dental insurance premiums for employees who qualify for employee plus one (double) or employee only (single) coverage.
- Other insurance benefits as outlined in the insurance enrollment package provided to employees.
  - ~~An additional $100 per month will be paid for employees hired prior to January 1, 2015 for employee plus-one coverage.~~
  - ~~An additional $50 per month will be paid for employees hired prior to January 1, 2015 with employee only coverage.~~
  - ~~During years when a High Deductible Health Plan (HDHP) is offered as an insurance option, employees who elect the HDHP option will have the difference between the premium for the Traditional Insurance plan and the HDHP insurance plan deposited into a Health Savings Account (HSA).~~

6.4.2 Benefit in Lieu of Insurance Coverage

Employees who have coverage under a Health Insurance Policy through another source may elect to receive a Benefit in Lieu of Insurance rather than enrolling in the Health Insurance Policy offered by the City as secondary coverage.

All employees hired to benefited positions prior to January 1, 2015 electing the Benefit in Lieu of Insurance Coverage will receive $500 monthly. Employees hired to benefited positions on or after January 1, 2015 may elect to receive $300 monthly. Benefits in Lieu of Insurance Coverage will be paid into a 401k or 457 retirement account through Utah Retirement Systems, or the employee may elect to have the cash amount paid into their monthly pay check. Applicable taxes and withholdings will apply to cash amounts paid to an employee.

Employees may also choose to use all or a portion of the $500 or $300 monthly payment to pay other benefit costs, such as dental, dental, life, accident or vision insurance premiums, or have the funds deposited into a qualifying Health Saving Account or Flexible Spending Account.

The Benefit in Lieu of Insurance is available to employees only when the employee has insurance coverage through another source, and is not intended to be an incentive to go without medical insurance. Proof of other insurance coverage may be required prior to paying this benefit.

6.5 SOCIAL SECURITY

The City matches all employee contributions to the Social Security program, as administered by the Federal Government.

6.6 EMPLOYEE RETIREMENT SYSTEM

6.6.1 Utah Retirement Systems

All employees of the City working twenty (20) hours or more per week, and **also** receiving benefits such as health insurance or paid holiday, sick or vacation time, are required to participate in the Utah Retirement Systems. Utah Retirement Systems sets the rate of contribution for the retirement plan.

Benefits eligible employees hired by a participating employer prior to July 1, 2011 participate in Tier 1 of the Utah Retirement Systems. Benefits eligible employees hired by a participating employer on or after July 1, 2011 participate in Tier 2 program of the Utah Retirement System. Elected and appointed officials (city council members, planning commissioners, or other paid citizen appointees) are designated as non-benefited part time employees, and are ineligible for retirement benefits under the Tier 2 program. No retirement contributions are made for benefit ineligible part-time employees under Tier 2.

6.6.2 Retirement Savings Account Contribution

Subject to annual review and budgetary constraints, the City will pay 1.5% of regular full time employee's gross wage into a 401K or 457 retirement account on behalf of the employee.

If an employee elects to make a voluntary contribution to a retirement savings account, the City will also pay a matching contribution of up to 1.5% of the employee's wage into a retirement savings plan through Utah Retirement Systems, for a maximum City contribution of 3% of the employee's wage. The employee matching contribution shall be paid into the retirement savings plan through payroll deduction.

6.7 ANNUAL VACATION LEAVE

6.7.1 Annual Vacation Leave

Employees are encouraged to take annual leave each year as it is earned. Employees shall earn vacation time as follows:

YEARS OF SERVICE	Non-Exempt - Annual Hours Earned	Other Exempt - Annual Hours Earned	Executive Exempt - Annual Hours Earned
1-10	80	100	160
11-20	120	140	160
21+	160	160	160

Vacation time will be earned and credited each pay period at the applicable rate. Vacation may not be taken until earned. Only regular full-time employees are eligible for vacation time. Vacation will not accrue to an employee while on leave without pay.

6.7.2 Exempt Employees

For purposes of vacation accrual 'Executive Exempt' employees include Department Heads, City Attorney, City Engineer, and Justice Court Judge. However, the Justice Court Judge does not receive annual vacation leave as a part-time position. All other exempt positions are considered 'Other Exempt'.

Exempt employees shall schedule their annual leave in harmony with their area of responsibility, assuring that no City services will be omitted in their absence. Exempt employees are authorized to flex their work schedules as may be deemed necessary to successfully complete their job duties and may work more or less than a typical 40-hour work week. However, exempt employees shall be required to use accrued time off (vacation, sick, etc.) if they work less than two hours per work day. An absence from a full work day, or a work day when less than two hours is worked by the exempt employee, requires the use of accrued time off.
(Updated May 7, 2019 Resolution #2019-13-R)

6.7.3 General Procedures

The following guidelines apply to all employees when taking annual leave:

1. The City may, at the discretion of the Department Head or City Administrator, require employees with accrued annual leave in excess of two years of earned leave to use the leave which is in excess of two years.
2. Annual leave will be scheduled with the Department Head so as to meet the operating requirements of the City and, insofar as possible, the preference of employees. Seniority, within the various departments, shall apply in case of conflict with leave schedules.
3. Annual leave will accrue if an employee works for more than one department, but employment must be continuous. Annual leave shall not accrue during any period when an employee is on leave without pay status; however, employees on a leave with pay status will continue to accrue annual leave.
4. Holidays shall not constitute a day of annual leave. When an authorized holiday falls within the time period of an employee's annual leave, the employee will be entitled to one additional day beyond the specified annual leave period.
5. No employee will be granted annual leave for a period in excess of two weeks at any one time except by prior arrangement with the Department Head and City Administrator. Employees requesting annual leave from two to five working days must do so at least one week in advance. Employees requesting annual leave for a period longer than five working days must do so at least two weeks in advance.
6. Upon termination of employment with the City, an employee's accrued annual leave will be paid with the final check. The amount of annual leave should first be approved by the Department Head and the City Administrator.
7. Annual leave and sick leave shall start to accrue at the beginning of the employee's first full bi-weekly pay period and shall not be credited for less than a full bi-weekly pay period.

6.8 SICK LEAVE

6.8.1 Eligibility

Each regular full time employee earns 96 hours (12 days) of sick leave each year and is credited each pay period at the applicable rate. Sick leave will not accrue for an employee while on leave without pay except for an on-the-job injury or absence from work based on the Family Medical Leave Act.

6.8.2 Authorized Use of Sick Leave

Sick leave is available for a full time City employee for any illness or disability which renders the employee incapable of working, excluding any disability sustained in the course of performing gainful employment while off duty.

Illness or disability in the immediate family of an employee requiring the presence of the employee to provide care for the family member shall constitute a covered illness or disability. Immediate family members shall mean spouse, child, step-child, or other dependent of the employee, such as foster child or a child of whom the employee has legal guardianship.

Any illness or disability for which the employee receives Worker's Compensation Insurance payments shall be excluded from sick leave coverage for the period of time that the employee is entitled to the Worker's Compensation payments.

Abuse of these sick leave provisions will not be tolerated. Disciplinary action will be taken where there is abuse of sick leave.

Verification from a doctor confirming that the employee is unable to work may be required for lengthy absences due to illness or injury, as well as an estimated time when the employee is expected to return to work.
Sick leave will not be approved for sickness, disease or disability caused by intemperance or illegal conduct. Intemperance is defined as the habitual or excessive use of alcoholic beverages or liquor.

6.8.3 Reporting Sickness

The employee or a member of the employee's immediate family must notify his/her supervisor of absence from work prior to or within one half hour after the scheduled reporting time. The employee will keep his/her supervisor informed as to his/her illness daily if the disability persists.

6.8.4 Sick Leave Records

The City will maintain official records of sick leave accumulation and use. Sick leave may not be taken before it is accrued. FML time will automatically start after three consecutive days of sick-leave use and/or three consecutive days of absence for qualifying FML status.
(Updated May 7, 2019 Resolution #2019-13-R)

6.8.5 Conversion for Retiring Employees

Upon retiring from City employment, an employee may convert up to 50% of 60 days (480 hours) of his/her unused accumulated sick leave. A maximum of 30 days (240 hrs.) unused accumulated sick leave is available to be converted upon retirement. Accumulated sick leave in excess of 480 hours is not available for the 50% conversion upon retirement. Upon retirement the employee can apply the converted sick leave to his/her final pay check, or have it deposited to a 401k or other retirement savings account, or it may be applied towards continued medical insurance premiums (after retirement) on the city’s medical coverage plan, but in no case shall the retired employee stay on the city’s medical insurance plan for longer than twelve months after retirement unless required through COBRA or other state or federal program. Certain tax implications may apply to use of this benefit. Employees must be on the City/State Retirement Program in order to qualify for this conversion.

No sick leave conversion will be allowed upon termination other than for reason of retirement.
(Updated May 7, 2019 Resolution #2019-13-R)

6.8.6 Pregnancy

Women who are pregnant or have related conditions shall be treated the same as all other employees on the basis of their ability or inability to work, taking into account the Family Medical Leave Act

6.8.7 Sick Leave Buy-back

In an effort to provide financial protection for employees who experience serious illness or injury, employees are encouraged to accumulate 480 hours (5 years @96 hours per year) of paid sick leave. Employees with more than 480 hours of accumulated sick leave may sell, or convert to vacation leave, half of their sick leave from the previous 12 months. Employees with more than 288 hours (3 years @96 hours per year) of accumulated sick leave may sell, or convert to vacation leave, one-fourth of their sick leave from the previous 12 months. Employees may not sell back sick leave hours that would take them below the 480 or 288 hour minimum balances.

The sell back provision is strictly voluntary. An employee may decide to continue accumulating paid sick leave as a hedge against long term illness.
(Updated Nov. 20, 2018; Resolution #2018-22-R)

6.8.8 Donation of Sick Leave

Employees may donate accrued sick leave to another employee. Requests for donation of sick leave should be made only in extraordinary circumstances, such as an extended illness or serious injury of an employee or an immediate family member of an employee covered under the sick leave policy. The employee requesting donation of sick leave from other employees should initiate the request by submitting the Sick Leave Donation Request Form, found in Appendix A, to the City Administrator. The City Administrator will disseminate the request to employees through Department Heads. Any employee who wishes to donate sick leave to the employee making the request will fill out the donor portion of the request form and return it to the Department Head. All donations of sick leave will be kept confidential.

Use of donated sick leave is subject to the following:

1. Donated sick leave will be available only after the employee has exhausted all other paid leave including sick leave, vacation leave and compensatory time off.
2. FMLA time starts automatically after three days of donated sick leave use and runs concurrently with use of donated sick leave time.
3. Use of donated sick leave may not exceed 90-days in any 12-month consecutive period.
4. An employee may only request donated sick leave once in any 12-month consecutive period.
5. Donation of sick leave time will not decrease eligible sick leave buy-back time of a donating employee.

(Updated Feb. 6, 2018 Resolution #2018-5-R)

6.9 BEREAVEMENT LEAVE

Leave with pay may be granted to employees to attend the funeral of a member of his/her immediate family. Such leave shall not be charged against accrued annual or sick leave.

The amount of time granted for funeral leave will be governed by the individual circumstance and at the discretion of the City Administrator, but not to exceed 3 days.

For purposes of this section, "Immediate Family" shall mean: wife, husband, children, parents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, brothers, or sisters of the employee.

Leave without pay may be granted by the City Administrator to attend funeral services of extended family members or close personal friends. Employees may opt to use vacation time to attend funerals of individuals not covered under the bereavement leave policy, or for leave in excess of the 3 days permitted under this policy.

6.10 UNAUTHORIZED LEAVE

Any absence from duty that is not covered by an authorized grant-of-leave shall be recorded as leave without pay and shall be the basis for disciplinary action and for a deduction of pay.

6.11 MILITARY LEAVE

Leave may be granted for a period of active military service. Extended military leave is defined as any leave of six months or more, and short-term military leave is any leave of less than six months in duration.

6.11.1 Short-term Military Leave

Short term military leave is authorized for permanent City employees pursuant to the following conditions:

a. Permanent employees are entitled to eleven working days military leave per year without total loss of compensation or other fringe benefits. Any employee requesting such leave must provide the City Administrator with a copy of the military orders placing him/her on active duty status;
b. Employees granted Short Term military leave will receive, for the period of leave, compensation from the City computed as follows: the amount of the employee's bi-weekly salary/wage less the amount of compensation received by the employee from the military reserve unit;
c. Employees are required to furnish to the City Administrator written verification of the amount of compensation received by the employee from the military reserve unit prior o the pay period following the employee's return to work; and
d. Except in emergencies, employees who are members of reserve units of the military shall notify their immediate supervisor at least four weeks in advance and shall indicate in writing their intention and anticipation with regard to periods of active duty. Such written notification shall be made part of the individual employee's personnel file.

6.11.2 Extended Military Leave

Extended military leave without pay may be granted to regular full-time or regular part-time employees who enlist, are drafted or are recalled to active service in the armed forces of the United States of America in accordance with the provision of the Universal Military Training and Service Act. Former employees shall be permitted to return to City employment pursuant to the following conditions:

a. The leave of absence may not exceed four years from the date of entry into the military service (unless the employee is involuntarily detained longer.);
b. The employee must have satisfactorily completed the period of active duty and must furnish to the City a certificate to that effect;
c. Any employee leaving active military duty is authorized 40 days from the active duty release date in which to request reinstatement to a position of comparable status and compensation. If the employee declines an offer for a position vacancy, reinstatement rights may be canceled by the governing body; and
d. If, due to a service connected disability, an employee is not qualified to perform all the duties of the former position, the employee will be placed in the closest comparable position for which they are qualified.

6.12 HOLIDAYS

The following days have been designated by the City as paid holidays for benefited employees:

New Years Day – January 1;
Martin Luther King Jr. Day – 3rd Monday in January;
Presidents Day – 3rd Monday in February;
Memorial Day – Last Monday in May;
Independence Day – July 4th;
Pioneer Day – July 24th;
Labor Day – 1st Monday in September;
Thanksgiving Day – 4th Thursday in November;
Day after Thanksgiving – Day after 4th Thursday in November;
Christmas Eve – December 24th or other day prior to Christmas chosen by City Administrator (1/2 day only. Offices close at noon.);
Christmas Day – December 25th;
Day before or day after Christmas - as selected by City Administrator; and
Personal Holiday – as selected by employee.

If a holiday falls on a Saturday, the holiday will be observed on the Friday before the holiday. If a holiday falls on a Sunday, the holiday will be observed on the following Monday.

6.13 JURY DUTY

An employee who in obedience to a summons or notice to appear as a juror or to a subpoena or direction by proper authority, appears as a witness for the Federal Government, the State of Utah, a political subdivision thereof, or testifies in their capacity as a Lindon City official, officer, or employee in private litigation matters shall be entitled to the difference between regular compensation and the compensation or fees received (in excess of traveling expenses) as a witness or juror.

Time absent by reason of subpoena in private litigation or by some party other than the Federal Government or a subdivision thereof, to testify in an unofficial capacity, but as an individual, shall be taken as leave without pay or vacation leave, at the discretion of the employee.

6.14 EMPLOYEE PARTICIPATION IN PROFESSIONAL ORGANIZATIONS

It is the policy of Lindon City to encourage participation by City employees in those professional and technical organizations which will further knowledge and professional contacts for the benefit of the City as well as the employee.

It is the purpose of this directive to outline the procedure by which employees can join professional and technical organizations with the City participating in the cost associated with those memberships. In most instances, both the City and the employee will benefit from an employee belonging to professional and technical organization. Procedures for requesting participation in professional organizations is as follows:

1. At the budget preparation stage, each Department Head will list as part of their budget request a funding amount for training of personnel. The request will be evaluated as part of the annual budget approval process.
2. No fee for a professional or technical organization will be paid by the City unless authorized by the Department Head and included in the annual fiscal budget.

6.15 DIFFERENTIAL PAY FOR PROFESSIONAL CERTIFICATION

It is the policy of Lindon City to provide differential pay for specific professional certifications which contribute directly to the ability of an employee to provide a broader range of service to the community or to provide a current service at a reduced cost.

The purpose of this policy is to recognize and reward employees who improve their skills, knowledge and proficiency in carrying out their assigned functions through additional training and certification.

6.15.1 Guidelines

1. Professional certifications which qualify an employee for differential pay must represent a level of training and skill **beyond what is required** to perform the regularly assigned duties of the position.

2. The City Administrator and the Department Head shall evaluate requests for differential pay. The Department Head must approve cross-training and certifications outside of the employees division or department.

3. Employees eligible to receive differential pay must submit proof of the initial certification and of all renewals and/or recertification to the City Administrator through the Department Head.

4. The differential pay shall be effective the first pay period after proof of certification has been submitted. It shall terminate the pay period in which the employee is no longer certified.

5. The Department Head shall be responsible to maintain records of all certifications and expiration dates and to terminate the differential pay if proof of re-certification has not been provided.

6.15.2 Approved Differentials

Approved differentials are as follows:

1. All employees in the Public Works ~~Water and Sewer division~~ department who become certified with the State of Utah as a Grade I, II, III, or IV Systems Operator are eligible to receive monthly differential pay as follows:
   a) Grade I $20/month
   b) Grade II $40/month
   c) Grade III $60/month
   d) Grade IV $125/month
   e) Backflow/Cross Connection $40/month

   (Differential pay rates for grade levels are not cumulative. The maximum amount a public works employee can received per month is $165 for both Grade IV and Backflow/Cross Connection)

2. Employees in the Parks Division who become certified by the International Society of Arboriculture (ISA) as a Certified Arborist shall receive $50 per month in addition to their regular salary.

3. The Risk Manager is eligible to receive a $100 per month differential pay upon certification as an Associate in Risk Management (ARM).

4. The Finance Director and Treasurer are eligible to receive monthly differential pay as follows:
   a) Certified Public Finance Administrator $40/month; and
   b) Certified Government Finance Manager $40/month

5. Employees in the Building Department may receive monthly differential pay for the following certifications:
   a) ICC Certified Building Inspector $50/month
   b) ICC Fire Code Inspector $50/month
   c) ICC Plans Examiner $50/month
   d) ICC Accessibility Inspector/Plans Examiner $25/month
   e) ICC Structural Steel & Welding Special Inspector $25/month
   f) ICC Pre-stressed Concrete Special Inspector $25/month
   g) ICC Structural Masonry Special Inspector $25/month

   (The maximum combined differential pay for employees of the building department is $175 per month.)

6. The Planning and Economic Development Director and Assistant Planner are eligible to receive a $100 per month differential pay upon certification by the American Institute of Certified Planners.

7. The City Recorder and Deputy Recorder are eligible to receive monthly differential pay as follows:

a) Certified Municipal Clerk $40; and
b) Master Municipal Clerk $40

8. The Storm Water Supervisor and Storm Water Technician are eligible to receive a $40 per month differential pay upon certification by the Utah State Environmental Quality Department.

6.16 TUITION REIMBURSEMENT

Employees are encouraged to take advantage of education and training benefits to improve their job skills and to qualify for transfers and promotions. These benefits are limited to training and education which is relevant to the employee's current position or "reasonable" transfer and promotion opportunities. "Reasonable" is defined as attaining the minimum qualifications for promotion or transfer with no more than two years of additional education or training. However, Lindon City will not be obligated to reward education and training through promotion, transfer, reassignment or salary increase.

Final decision on requests for education and training will be made by the City Administrator and appropriate City Councilmember over the department. These benefits will be available to all employees on a first-come first-serve basis, subject to the availability of budgeted funds.

6.16.1 Eligibility Requirements

a. Employee must have an exemplary record and perceived longevity potential;
b. Employee must have completed 1 year of full time service at the time of application. Rehired employees must have completed 1 year of full time service as of their new hire date;
c. The courses must be job-related. Consideration will be made as to how the courses will benefit the employee on the job. Written justification which shows correlation between course content and job requirement should be attached to the application;
d. Employees must have the approval of their Department Head, the City Administrator and the appropriate Councilmember before the course starts. Approval will be given on a course by course basis;
e. Any other funding to subsidize the course (scholarships, grants, veterans programs, etc.) must be disclosed and copies of documents provided. Proportional reimbursement will be decided on a case-by-case basis; and
f. Employees must be able to make their own payment arrangements before the tuition due date as reimbursement will not occur until after the end of the course.

6.16.2 Application and Approval Process

a. The employee must meet the Eligibility Requirements listed above.
b. Fill out the tuition Reimbursement Application Form. In signing this form, employees acknowledge their understanding and responsibilities prior to receiving approval for course work.
c. Write a Letter of Justification that shows correlation between course content and job requirements.
d. Approval must be received before the course begins. Applications must be submitted for consideration and approval with the annual budget process. Any approved tuition

reimbursement payments must be approved with the annual budget.

e. The employee will submit the Application and Letter of Justification to their Department Head. The Department Head, City Administrator and appropriate Councilmember will review the request. The Employee will be notified by the Department Head whether the request has been approved or denied.
f. Approval for courses unrelated to the employee's job may be given if the course is required in order to earn a degree which is related to the employee's job.

6.16.3 Reimbursement Guidelines

a. Course attendance and preparation shall be on the employee's own time. The Department Head may authorize irregular work schedules.
b. The employee will be reimbursed 75% of tuition, fees, books and other previously approved costs at the end of the course provided they receive a "C" grade or better and/or an instructor's certification of passing in a pass/fail course.
c. The maximum reimbursement per employee per fiscal year is $1500.00 for undergraduate work and $2000.00 for graduate work.
d. Reimbursement is dependent upon available budgeted funds.
e. For reimbursement, the employee must submit a Tuition Reimbursement Request Form (found in Appendix A), the final grade and all receipts for tuition, fees, books and other previously approved costs to the Department Head.
f. Employees will receive no reimbursement when, prior to completing course work they; are terminated for cause or violating expected rules of conduct, or, voluntarily separate from the City, or, receive disciplinary action other than verbal warning.
g. Prior to each course or semester, the employee will be required to sign a contract acknowledging the above criteria.
h. This program would be processed through the Accounts Payable system.

6.16.4 Employee Repayment Requirements

Employees who participate in the Tuition Reimbursement Program agree to continue working for Lindon City in a full time capacity for at least three years following the end of the course. If an employee terminates, whether voluntarily or involuntarily (except in cases of reduction-in-force), the employee must pay the tuition reimbursement back to the City on a monthly prorated basis. As an example, an employee was reimbursed $600 for a class, but quit 12 months after completing the class. The employee would be required to repay 67% of the reimbursement back to the City. If multiple courses were reimbursed prior to an employee quitting, each course will be prorated separately according to the course's completion date. Any reimbursement due from the employee upon termination will be deducted to the extent available from the final paycheck and any leave time pay due the employee at termination.

6.16.5 Tax Considerations

There may be tax implications to persons receiving tuition support. Employees are responsible for such taxes, if any, and should seek counsel from a tax professional.

6.17 AQUATICS CENTER PUNCH PASS

Subject to annual review, Lindon City elected officials, appointed officials, full time employees and

permanent part time employees are provided a 30 visit punch pass for use of the Lindon Aquatics Center and 50% off one additional 30 visit punch pass.

Seasonal employees and interns are provided a 10 visit punch pass for use of the Aquatics Center.

Members of the Board of Adjustments receive a 50% discount on a 30 visit punch pass to the Aquatics Center.

This policy does not include discounts for additional day passes, party room rentals, or other services or programs at the Aquatics Center. Flow Rider use for city officials and employees will be charged at the same rate as the general public.

The current Aquatics Center punch pass benefit is outlined in Resolution 2016-12-R. This benefit will be reviewed annually by the City Council, and may be updated as necessary.

6.18 FACILITY RENTALS

Employees and Elected Officials are entitled to four (4) free rentals of city facilities per calendar year, excluding the Aquatics Center facilities. Facilities available for rent include park pavilions, Veterans Hall, and Community Center rooms. Use of free rentals of City facilities is subject to availability. Free rentals are primarily intended for family or social purposes and shall not be used for profit generating business ventures.

6.19 FITNESS ROOM USE

Full time and permanent part-time employees and their spouse or partner are provided use of the Public Safety weight room equipment at the Community Center without charge. Police & Fire / EMS employees also have unlimited access to the weight room in the Public Safety Building.

6.20 LONGEVITY AWARDS

Employees will be recognized for years of service with the City at a rate of $10 per year of service. Longevity awards will be presented to employees for every five years of service, beginning on year 5. Awards will be presented annually in December. Awards will be paid in the form of a gift card.

6.21 UNIFORM ALLOWANCE

For qualifying full-time positions, employees may receive up to $150 annually to purchase work clothing and/or to be used as a supplemental uniform allowance as approved within the City budget.

Section 7 – Drug Free Work Place

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7.15 TOBACCO USE

7.1 INTRODUCTION

It is the policy of Lindon City to establish and maintain a work environment that is free from the effects of drug and alcohol use, to protect City employees, equipment, and the public by prohibiting employees under the influence of drugs or alcohol from working, and to assure compliance with city, state, and federal regulations.

In balancing the interests of the City, the employee, and the welfare of the general public, the City finds that fair and equitable testing for drugs and alcohol in the workplace and the establishment of proper employee conduct to be in the best interest of all parties.

7.2 EMPLOYEE ACTIONS AND CONDUCT

For purposes of this policy manual, the following definitions have been established:

- "employee" includes all full-time, part-time, seasonal, or temporary employee, including elected and appointed officials, and any volunteer working for and on behalf of the City.

- "on-the-job" is defined as whenever an employee is conducting city business or representing city interests, or is on city property, or in a city vehicle, or in a private vehicle while on city business, or at a city worksite.

The illegal use, sale, or possession of narcotics, illegal drugs, or controlled substances by any employee while on the job is prohibited. All such activities prohibited by law shall be reported to the Police Department and may result in criminal prosecution.

The use, sale, or possession of alcohol by any employee while on the job is prohibited.

Off-the-job drug use and/or alcohol consumption which affects an employee's job performance or which jeopardizes the safety of employees, the public, or city equipment is prohibited.

While on the job, it is prohibited for employees to have alcohol in their system or to have any of the drugs listed in this policy in their system at a level that would produce a positive drug test result.

Any employee who is on-call shall not consume alcohol or any drug which may impair his/her ability to perform assigned duties. Any employee who is called back to work during non-scheduled work hours and has recently consumed alcohol or drugs which impair his/her ability to safely perform his/her duties shall notify the supervisor of the impairment and shall not report to work.

An employee who is convicted of a drug or alcohol related offense shall, within 48 hours, provide notice, to the City, in writing, of the conviction.

An employee who violates any of the above provisions shall be subject to disciplinary action up to and including termination in accordance with this policy and the City's personnel policies and procedures.

7.3 PRE-EMPLOYMENT TESTING

Final candidates, who are not already employed by the City, shall be required to pass a drug test as a prerequisite to obtaining employment or appointment to any full-time or part-time position within the City.

In accordance with federal regulations, employees who move into jobs that require a Commercial Driver's License (CDL) shall be required to pass a drug test as a prerequisite to appointment.

Candidates shall sign a consent and medical release authorization form before being tested. For candidates under 18 years of age, the consent and medical release form shall be signed by the candidate's legal guardian.

Candidates receiving a positive drug test result shall be removed from the applicant pool and shall not be considered for the position for which application was made. Any candidate rejected for employment as a result of a positive test may reapply for employment with the City at any time in the future, for any position.

The candidate shall be provided an opportunity to meet with the City Administrator to comment and provide input regarding the results of any positive test and seek a second confirmation test as provided in this policy.

7.4 RANDOM TESTING

All employees, except elected officials and volunteers who work less than 10 days per year, shall be subject to random drug and alcohol testing. In addition, employees who are required to possess a commercial driver's license (CDL) shall be subject to random drug and alcohol testing in accordance with federal regulations.

Testing dates shall be unpredictable and shall be spread reasonably throughout the year. The selection process for random testing shall be based on a scientifically valid method (i.e. a computer-based random number selection system.)

Employees participating in a random drug and alcohol test shall be required to sign a consent and medical release authorization form before being tested. For employees under 18 years of age, the consent and medical release form shall be signed by the employee's parent or legal guardian.

If the results of the drug or alcohol test are positive, the employee shall be subject to disciplinary action, up to and including termination, pursuant to this policy and the City's personnel policies and procedures. *(Updated Feb. 6, 2018 Resolution #2018-5-R)*

7.5 REASONABLE SUSPICION TESTING

The City may require employees to undergo drug and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulate belief, based on specific facts and a reasonable assumption drawn from those facts,

that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

1. A pattern of abnormal or erratic behavior;

2. Information provided by a reliable and credible source;

3. A work-related accident;

4. Direct observation of drug or alcohol use;

5. Presence of the physical symptoms of drug or alcohol use (e.g. glassy or bloodshot eyes, the odor of alcoholic beverages or marijuana on the employee or in the work area, slurred speech, poor coordination and/or reflexes, unsteady walk, uncontrolled shaking, or small tremors in the hands); or

6. Drug paraphernalia, remains of marijuana cigarettes, or plastic sandwich bags with non-food residue inside.

Coupled with any of the above, the following may also be used to document reasonable suspicion.

1. Increased absenteeism, inattentiveness, or absentmindedness;

2. Frequent need for work breaks;

3. Unexplained secret meetings with other employees or other persons during work hours; and

4. Increased hostility toward the public or other employees.

Any employee who believes that another employee is under the influence of drugs or alcohol shall notify any of the following individuals immediately: the supervisor, the Department Head, or the City Administrator.

After having reasonable suspicion that an employee has violated this policy, the supervisor, Department Head, or City Administrator has the authority to require the employee to submit to an immediate alcohol and/or drug test. The Mayor shall be notified immediately.

Once the determination has been made to test the employee, the following process shall be followed:

1. The supervisor shall contact the City Administrator who shall contact the drug and alcohol test provider and schedule a test to be administered immediately;

2. Documentation of reasonable suspicion observations shall be made by the person (supervisor) making the request;

3. The employee shall complete and sign a consent and medical release authorization form. For employees under 18 years of age, the consent and medical release form shall be signed and notarized by the employee's parent or legal guardian;

4. The employee shall be taken immediately by the supervisor to an appropriate testing facility. Under no circumstances shall the employee travel to the testing site facility alone;

5. If the employee cannot be taken to an appropriate testing facility, the test provider shall be notified of the location of the employee;

6. After the drug and alcohol test, the employee shall be removed immediately from duty;

7. The employee shall be placed on administrative leave, with pay, until the test results are available and a preliminary review has been conducted; and

8. If the results of the drug and/or alcohol test are positive, the employee shall be subject to disciplinary action, up to and including termination, in accordance with this policy and the City's personnel policies and procedures.

7.6 POST ACCIDENT TESTING

An employee who is involved in a vehicle accident while performing duties that require the possession of a CDL shall be required, except when incapacitated and unable to consent because of the accident, to submit to a drug and alcohol test in the following situations:

1. The accident results in personal injury or the loss of human life; or

2. The employee receives a citation under state or local law for a moving traffic violation arising out of the accident.

7.7 REFUSAL TO CONSENT

7.7.1 Candidates

A job candidate who refuses to consent to a drug and alcohol test shall be removed from the applicant pool and shall not be considered for the position for which application was made.

7.7.2 Employees

An employee who refuses to consent to a drug and alcohol test when requested in accordance with the provisions of this Section, or an employee who is under 18 years of age and who's parent or guardian refuses to consent, shall be subject to disciplinary action, up to and including termination, pursuant to this policy and the City Personnel Policies and Procedures. The reason(s) for the refusal shall be considered in determining the appropriate disciplinary action.

7.8 DRUGS TO BE TESTED

For the purposes of this policy, "drug test" shall mean a urinalysis test given to detect the presence of

the following drug groups, and a positive result shall be in accordance with the levels established by the Department of Health and Human Services:

a. Amphetamines (e.g., speed);
b. Barbiturates (e.g., Amobarbital, Butabarbital, Phenobarbital, Secobarbital);
c. Benzodiazepines;
d. Cocaine;
e. Methadone;
f. Opiates (e.g., Codeine, Heroin, Morphine, Hydromorphine, Hydrocodone);
g. Phencyclidine (PCP);
h. Propoxyphene;
i. *THC (Marijuana); and
j. LSD (for reasonable suspicion only)

For purposes of this policy, "alcohol test" shall mean a breath test given to detect the presence of alcohol. For confirmation purposes, the Intoxilizor currently being used by the Police Department and certified by the State shall be used in accordance with the guidelines established by the Utah Department of Public Safety.
*Per Utah State Code 26-61a-11, the city shall treat an employee's use of medical cannabis in medicinal dosages in accordance with State law.

7.9 TESTING PROCESS

1. The City shall utilize a reputable provider that is a National Institute on Drug Abuse (NIDA) certified laboratory or testing facility for collecting the urine samples and conducting the drug tests.

2. All collection, custody procedures, and documentation for the urine samples shall be in conformance with state and federal laws and regulations.

3. Breath tests for alcohol shall be conducted by a qualified Breath Alcohol Technician on equipment that meets the standards established under state and federal regulations. Prior to administering alcohol tests, the breath alcohol technician shall complete a course of instruction for the operation of an Evidential Breath Testing Device that has been approved by the National Highway Traffic Safety Administration.

7.10 CONFIRMATION OF TEST RESULTS

1. A positive drug test result shall be tested a second time using a procedure which shall be technologically different than the initial screening test, using the same urine sample. Only upon confirmation by the additional test shall the urinalysis results be considered positive.

2. All positive drug tests shall be reviewed by a medical review officer (MRO), a licensed physician responsible for receiving lab results. The MRO shall evaluate positive test results in light of a person's medical history, current legal use of medications, diet, and any other possible explanations for the result. Generally, the MRO shall speak directly with the tested person and

provide him/her an opportunity to give an explanation. After considering all of the information, the MRO shall verify the positive test or, in the alternative, conclude that the employee has a legitimate explanation for the positive test result and declare the test to be negative.

3. An employee whose drug test results are positive may, at his/her own expense, have another confirmation test conducted on the same urine sample by a NIDA certified laboratory. The MRO shall then review the second confirmation test and, after considering all of the information, verify the positive test or declare the test to be negative.

4. A breath test which indicates a presence of alcohol shall be followed by a confirmatory test at an interval of at least 15 minutes and no longer than 20 minutes following the initial test. If consistent with the initial test, the confirmatory test shall be the final result. If the confirmatory test is not consistent, the test shall be considered negative.

5. If an employee's or applicant's drug or alcohol test results are positive, he/she shall be notified of the results in writing by the City within ten working days after receiving the results. The letter of notification shall identify the particular substance found and its concentration level.

7.11 NOTIFICATION OF TEST RESULTS

After the City receives the test results, it shall notify the Department Head of the results. This disclosure shall state whether the test is positive or negative, the particular substance found, and the concentration level of the particular substance. In addition to the Department Head, the disclosure may also be given to those applicable individuals who have to make executive, supervisory, employment, or legal decisions regarding the employee and the employee's relationship to the City. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant or upon subpoena.

7.12 CONSEQUENSES OF A CONFIRMED POSITIVE TEST RESULT AND RETURN TO WORK REQUIREMENTS

Temporary employees (seasonal workers) shall have their employment terminated immediately upon notice of a positive test result.

The first time a full or part-time employee receives a positive drug or alcohol test, the following actions shall be taken:

1. The employee shall face disciplinary action up to and including termination as outlined in Policies and Procedures Section 5.26, 5.27, and 5.28.

2. All disciplinary actions shall be executed in accordance with this policy and Policies and Procedures Section 5.26, 5.27, and 5.28. The employee shall have the opportunity to discuss the proposed discipline during the Pre-disciplinary Hearing as outlined in Section 5.26.2

3. When necessary, the employee shall be encouraged to consult with a counselor at his/her own expense. Return to work shall be allowed only upon producing a return to work release from that counselor;

4. Prior to the employee returning to work, the employee shall be required to sign a return-to-work agreement. The return-to-work agreement shall outline the terms and conditions under which the employee can resume his/her duties. The agreement shall require that the employee refrain from using drugs or alcohol, receive treatment monitored by the City, and be subject to future periodic testing; and

5. Prior to returning to work, the employee shall be required to pass a drug or alcohol test (whichever is applicable) and shall submit to the City a Certificate of Sobriety from a reputable substance abuse program that the employee is sober, has successfully completed a treatment program, and has the potential for full recovery. This certification shall be signed by a licensed professional medical practitioner that specializes in substance abuse.

If a full or part-time employee receives a second positive test within a three-year period, he/she shall be terminated from employment. For good cause, upon request of the Department Head, the City Administrator may waive the requirement for termination.

7.13 CONFIDENTIALITY OF TEST RESULTS

Records and information concerning an employee's or applicant's drug or alcohol test shall be classified as private under the Government Records Access Management Ordinance of Lindon City. The information described herein shall be the property of the City.

A physician-patient relationship is not created between an employee or prospective employee and the City, or any person performing the test, solely by the establishment of a drug or alcohol testing program in the workplace.

7.14 COMPLIANCE WITH STATE AND FEDERAL REGULATIONS

State and federal regulations may require additional procedures not included within this policy for employees who are working in federally regulated positions, such as those positions that require a CDL. In such cases, the City shall comply with those regulations. Written notice of the procedures and requirements shall be provided to all applicable employees.

7.15 TOBACCO USE

In order to maintain a professional appearance and avoid negative impacts on others, employees are prohibited from use of cigarettes, electronic cigarettes or other "vaping" devices, or smokeless tobacco products within City buildings, facilities, and vehicles or while on duty or in contact with the public and representing the City. Employees who choose to use tobacco products may use such products if 20' or further from any city facility or public building.

Section 8 – Social Networking Websites and Blogs

8.1 PURPOSE
8.2 POLICY
8.3 ENFORCEMENT

8.1 PURPOSE

Lindon City understands that social networking websites and blogs, such as Facebook and Twitter, can be useful tools in disseminating information on various City topics and events. The City has established the following policies for employee use of social networking websites.

8.2 POLICY

1. Employees desiring to establish social networking accounts in order to publish information as an official representative of the City shall obtain approval by the City Administrator for each networking account. Social networking accounts that represent the City in an official capacity may be established for use only by the Mayor, the City Recorder, department heads and their staff, as approved by the City Administrator.
2. The City should be discrete in selecting networking sites that have limited advertisements and non-related pictures or links - as unrelated pictures and postings could be construed as being associated or sanctioned by Lindon City.
3. Employees that have personal blogging or social networking accounts not approved by the City Administrator who desire to post comments or information concerning the City must make it clear that the views and opinions they express about work-related matters are their own, have not been reviewed or approved by the City, and do not necessarily represent the views and opinions of the City.
4. Employees engaging in online social networking and blogging activities are expected to remain respectful of the City, its employees, its services, its residents, and its contract agents. Material should not be posted that is obscene, vulgar, defamatory, threatening, discriminatory, harassing, abusive, hateful, embarrassing to another person or entity, provides false information, entails crude or obscene language or sexual content, supports or opposes political candidates or political organizations or ballot propositions, promotes illegal activity, advertises commercial services or products, or infringes on copyrights or trademarks. Further, employees should not engage in on-line activity that reflects or may reflect negatively on the City, its elected or appointed officials, affiliates, employees, clients, partners, vendors and suppliers, or contains any content prohibited by the City's policies and procedures. Proper consideration should be given to avoid topics that could be inflammatory, such as religious or political views.
5. Social networking sites should be used in a positive manner and should not be the forum typically used to respond in-depth to negative or complicated issues. Participants should be invited to speak with City staff in person regarding such matters.
6. Employees should not disclose private or confidential information – or information obtained in a setting for which the information was meant to be private.
7. Employees networking accounts representing the City should properly identify themselves somewhere within the website with their name (or department when relevant) and should not post information on behalf of the City as an anonymous masked "cover-name".
8. Posts should be accurate with employees being mindful of spelling, punctuation and grammar. If errors in posts are found, employees should be up front about the mistake and correct the error quickly by posting new messages that clearly indicate the error.
9. Employees should ensure that online networking activities do not interfere with their daily job commitments and duties. Other adopted City policies regarding computer uses shall be adhered to. Privileges of using networking websites for official City related matters may be

revoked by the City Administrator for any abuse of time and/or posting of inappropriate material or messages.

8.3 ENFORCEMENT

Violations of this policy will be reviewed on a case-by-case basis and may result in disciplinary action, up to and including termination. This policy will be enforced with restraint and in a reasonable manner, and will be used only when there is a compelling reason to do so including, but not limited to, embarrassment to or damage of Lindon City's reputation and public perception or the disclosure of information that is private or protected as defined in the Government Records Access Management Act.

Section 9 – Records Management Policies

9.1 PURPOSE
9.2 POLICY
9.3 PROCEDURE

9.1 PURPOSE

Lindon City is committed to meeting required retention schedules as set for in the Government Records Access Management Act (GRAMA). Lindon City is also committed to providing access to all public records, and creating transparency in all aspects of government operations.

9.2 POLICY

It is the policy of Lindon City to establish guidelines governing the management, retention and destruction of all government records.

9.3 PROCEDURE

1. The City shall follow the retention schedule established in GRAMA by the Utah State Archives and Records Department.
2. Each City Department Head is responsible for management, retention and destruction of the records of their individual departments. The Department Head may delegate the day to day management of records to department staff.
3. Annual destruction of records will be scheduled between January 15 and February 28.
4. Destruction will be completed by on-site shredding, or transferred to the incinerator with Police Department evidence which is ready for destruction.
5. On the date of destruction, each Department Head will provide a written inventory of records destroyed to the City Recorder.
6. Frequently requested public records will be made available for public access on the City website as much as possible.
7. Any citizen requesting a copy of a record (GRAMA request) is required to complete a records request form and pay any associated fees for processing the request.
8. Records requests forms will be forwarded to the City Recorder. The City Recorder is responsible to process the request in cooperation with the department with control of the record.
9. All citizen requests will be completed as soon as possible, but no later than ten business days after the request is received. If processing the request within the ten day period is not possible, the citizen requesting the records must be contacted prior to the end of the ten day period and notified of the date the records will be available.
10. Any email message received by a City employee or official which is relevant to any City business shall be retained in electronic format until final action, including any appeal period, is complete. Following final action, any email correspondence shall be printed in hard copy form and placed in the file of the application or project as part of the project record. The electronic message may be deleted when the hard copy of the correspondence is printed and placed in the file.

APPENDIX A

LINDON CITY DISCIPLINARY
ACTION FORM

Disciplinary action is necessary at times when an employee's behavior is negatively impacting his or her work, the work of his or her co-workers, or the workplace. This disciplinary warning form documents the discipline warning and the counseling discussion that accompanied the discipline warning. This form will be maintained in the personnel file of the subject employee.

PROGRESSIVE WARNING FORM

Employee Name: _____

Date of Action: ____/____/_____/ Department: _____

Reason for Disciplinary Action: (Check all that apply)

(_) Quality (_) Safety (_) Conduct (_) Attendance (_) Insubordination (_) Misc.

You are receiving this disciplinary warning because of the following actions: (attach documentation if necessary).

Unless this problem is corrected, further disciplinary action will be taken up to and including the termination of employment. The current level of discipline is noted below.

(_) Verbal Warning (_) Written Reprimand (_) Suspension for a period of _____days without pay.

(_) Probation for a period of _____. (_) Demotion (_) Termination of Employment

_____ _____
Supervisor's Signature Date

_____ _____
City Administrator's Signature Date

I have received this disciplinary action form and understand that unless this problem is corrected, further disciplinary action will be taken up to and including the termination of my employment. I have also received a copy of the Discipline Appeal and Grievance Policy of the City.

_____ _____
Employee's Signature Date

COUNSELING DISCUSSION PLAN

Describe the behavior or incident which created the need for this disciplinary action:

Describe the desired behavior which will correct the unacceptable situation or behavior:

Employee Statement:

_____ _____

Supervisor's Signature Date

_____ _____

Employee's Signature Date

DISCIPLINARY APPEAL AND GRIEVANCE PROCEDURE

DISCIPLINARY ACTION

An employee whose conduct constitutes grounds for disciplinary action may be subject to any of the following levels of discipline:

Verbal warning Written
reprimand Suspension
without pay Probation
Demotion
Termination of Employment

Disciplinary action will be applied at a level appropriate to the action which constituted grounds for the discipline. Disciplinary levels may increase for disciplinary matters which are not resolved at the previous level of disciplinary action.

PRE-DISCIPLINARY HEARING

Whenever a full-time regular employee who is not an appointed, at-will, or probationary employee, is subject to possible suspension without pay for more than two days, demotion, or termination, a pre-disciplinary hearing shall be held prior to imposing disciplinary action. The employee shall be given written notice of the hearing which includes an explanation of the charges against the employee and notice that discipline up to and including termination is being considered. The pre-disciplinary hearing shall be conducted by the Personnel Director (City Administrator) and the Department Head for the purpose of allowing the employee to respond to the charges and present information the employee feels is relevant to the decision. A decision as to the disciplinary action to be taken, if any, shall be made by the Personnel Director and Department Head and the employee shall be notified in writing within a reasonable time after the hearing. If disciplinary action is imposed, the employee will be provided with a written explanation of the disciplinary action.

APPEALS OF SUSPENSION WITHOUT PAY, DEMOTION OR TERMINATION

In the case of suspension without pay, demotion or termination, a full-time regular employee, who is not an appointed, at-will, or probationary employee, has the right to appeal the decision to the Employee Appeals Authority. The appeal must be in writing and filed with the City Recorder within ten days of the demotion or termination. The City Recorder will then refer the matter to the Employee Appeals Authority which will receive evidence and fully hear and determine the matter. The employee shall be entitled to appear in person and to be represented by counsel (at the employee's expense), to have a public hearing, to confront any witness's whose testimony is to be considered, and to examine any evidence.

In the event that Employee Appeals Authority does not uphold the suspension without pay, demotion or termination, the City Recorder shall certify the decision to the affected employee, and also to the Personnel Director and/or Department Head. The employee shall be paid his salary, commencing with the next working day following the certification by the City Recorder of the decision of Employee Appeals Authority, provided the employee reports for his/her assigned duties the next working day.

SUSPENSION PENDING INVESTIGATION AND DECISION

At the sole discretion of the City, an employee may be suspended (with or without pay) pending an investigation. If after an investigation the employee is found guiltless, the employee shall be restored to his or her position and compensated for any lost pay.

GRIEVANCE PROCEDURE OTHER THAN FOR DISCIPLINARY ACTION

It is the policy of Lindon City insofar as possible to prevent the occurrence of grievances and to deal promptly with those which do occur.

Whenever a grievance other than for disciplinary action arises or is directed to the attention of the Department Head, the Department Head shall discuss all relevant circumstances with the employee and address the grievance to the extent the Department Head deems advisable and possesses authority.

If the Department Head fails to settle the grievance in a satisfactory manner, the employee shall provide a written grievance with the Department Head's decision to the Personnel Director within ten days of the notice to the employee of the Department Head's decision. The Personnel Director shall promptly discuss all relevant circumstances with the employee and Department Head and address the grievance to the extent the Personnel Director deems advisable and possesses authority.

If the Personnel Director fails to settle the grievance in a satisfactory manner, the employee shall within ten days of the notice of the Personnel Director's decision file with the Personnel Director a written appeal explaining the basis for the appeal. The Personnel Director shall transmit the appeal and a brief explanation to the Employee Appeals Authority.

The Employee Appeals Authority shall schedule a hearing with the parties within 15 working days after the Personnel Director's receipt of the grievance. The Employee Appeals Authority shall render a written decision to the employee within five working days after conclusion of the hearing. The Employee Appeals Authority shall render its findings and decisions to all concerned parties, in writing, which decision shall be final and binding.

LINDON CITY
NOTICE OF PRE-DISCIPLINARY HEARING

Employee's Name _____ Title _____

Date: _____

This is to inform you that disciplinary action up to and including possible termination is being considered against you as a result of the following incident:

_____

_____

_____
_____

_____

_____

_____

A pre-disciplinary hearing has been scheduled to discuss this matter on _____the _____day of _____, at _____a.m./p.m. The hearing will be held in the office of the City Administrator. Please bring any information you feel may be relevant to this issue to the hearing. Attached to this notice is a copy of the Disciplinary Appeal and Grievance procedures of the City.

_____ _____
City Administrator Signature Department Head Signature

LINDON CITY DISCLOSURE STATEMENT

To: Mayor _____

From: _____

Lindon City Ordinance No. 4-93 requires "elected officials, appointed officers, employees and volunteers serving on city boards, commissions, committees, agencies, councils and foundations...to disclose actual or potential conflicts of interest between their public duties and their personal interests." Pursuant to this requirement, I am making the following sworn disclosure statement:

1. Name and City Position (please print):

_____

2. Name, address and nature of the business or interest involved:

_____

_____

3. A brief, but complete, description describing the nature of the event requiring disclosure (use the back of this form, if necessary):

_____

_____

_____

4. A brief summary describing your position in the entity and the precise nature of the interest:

_____

_____

_____

5. The precise nature and value of any change of interest since last disclosure, if applicable:

_____

_____

_____

Dated this _____ day of _____, 20___.

_____

Signature

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary

LINDON CITY
HARASSMENT COMPLAINT FORM

Thank you for bringing your concern to our attention. We will try to promptly resolve your complaint. Experience suggests that first discussing your concern with your supervisor often meets with mutual success, but, if the supervisor has engaged in, or condoned the harassment, you are not require to discuss this matter with your supervisor.

Have you discussed this situation with your supervisor? ◯ Yes ◯ No

If there was no such meeting, what was your reason for not bringing it to your supervisor's attention?

_____

_____

_____

_____

_____

If you did discuss this matter with your supervisor, please state your supervisor's response to the complaint.

_____

_____

_____

_____

_____

COMPLAINT

1. Please use the attached form to document all persons involved in the alleged harassment, including dates, times and locations of incidents and events related to this report.

2. Please state what action or change you feel would be appropriate in resolving this matter. (Attach additional sheets if necessary)

_____

_____

_____

_____

_____

_____ _____

Employee Signature Date

CITY USE ONLY

Received by _____

Date received _____

Disposition _____

_____

_____

_____

LINDON CITY
DISCRIMINATION/HARASSMENT INCIDENT REPORT

Person alleging discrimination/harassment

Name: _____ Title: _____

Department _____

Supervisor/Department Head _____

Person against whom allegation of discrimination/harassment is being made

Name: _____ Title: _____

Department: _____

Supervisor/Department Head: _____

Person referring the complaint (if different than the person alleging discrimination/harassment)

Name: _____ Title: _____

Department: _____

Supervisor/Department Head: _____

Please use the remaining space on this page (including the back) to describe the events and/or behaviors that are the subject of the complaint. Include any offices or individual you have talked with, the names of witnesses, as well as dates, times and locations.

LINDON CITY
FAMILY MEDICAL LEAVE REQUEST

Name _____ Date _____

I am requesting Family Medical Leave based on the following qualifying status change:

(_) A serious health condition, which prevents me from performing my job.

(_) Care of a child during the first year following birth, adoption, or foster care placement.

(_) Care of an immediate family member who has a serious health condition.

In the space provided, please give a brief overview of the qualifying status change.

_____
_____
_____
_____
_____
_____
_____

Beginning date of leave request ___/___/___ Ending date of leave request ___/___/___

I am requesting that the leave be granted on:

(_) A concurrent day schedule for _____days/weeks

(_) An intermittent day schedule (specify days off) _____for ____days/weeks.

(_) A reduced work schedule of (specify hours) _____for _____days/weeks.

(_) As needed for a chronic health condition.

Please attach required documentation. For medical leave, a statement from a medical doctor is required. If the status change is for adoption or foster care placement, court documents are required.

_____ _____
Employee Signature Date

LINDON CITY
FAMILY MEDICAL LEAVE RESPONSE

To: _____ Date_____

Dear _____

On ___/___/___you notified me of your need to take leave due to:

(_) the birth of your child
(_) the placement of a child with you for adoption or foster care
(_) a serious health condition of a family member
(_) your own serious health condition

You requested that FMLA be granted on:

(_) A concurrent day schedule for____days/weeks.
(_) An intermittent day schedule (specify days off) _____for _____days/weeks.
(_) A reduced work schedule of (specify hours) _____for_____days/weeks.
(_) As needed for a chronic health condition.

You requested that FMLA begin on __/__/__ and expect it to continue until on or about __/__/__.

This memorandum is to inform you that you are:

(_) ELIGIBLE (see below) for leave under the FMLA.

(_) NOT ELIGIBLE (see below) for leave under the FMLA.

ELIGIBLE: Your FML balance now is _____. Your balance at the end of this leave is _____.
You are required to provide verification of your status to the city every two weeks during your leave period. Your health benefits will be maintained during the leave under the same conditions as if you continued to work. You will be reinstated to the same or an equivalent position with the same pay, benefits, and terms of employment on your return from leave. Please notify the City if your anticipated return date changes.

NOT ELIGIBLE: Your request for Family Medical Leave has been denied due to:
_____
_____
_____
_____
If you have further information or documentation, please contact the City Administrator. It is our desire to help you resolve this issue.

_____ _____
City Administrator Date

LINDON CITY
CONCUSSION OR TRAUMATIC HEAD INJURY POLICY

Pursuant to the Utah Protection of Athletes with Head Injuries Act, (U.C.A. §26-53-101 et. al.) Lindon City adopts the follow concussion or traumatic head injury policy for the Lindon Recreation Program.

(1) This policy shall apply to all athletes or participants who are under 18 years of age.

(2) Lindon Recreation Program staff and volunteers are required to immediately remove any athlete or participant from a sporting event, including tryouts, practice, sports camps, physical education classes, games or competitions, if the athlete or participant is suspected of sustaining a concussion or traumatic head injury, if any of the following conditions are observed, or are self-reported, and are attributable to the injury:
   (a) transient confusion, disorientation, or impaired consciousness;
   (b) dysfunction or memory;
   (c) loss of consciousness; or
      (i) signs of neurological of neuropsychological dysfunction including seizures, irritability, lethargy; vomiting; headache, dizziness and/or fatigue.

(3) No athlete or participant, who has been removed due to a concussion or traumatic head injury, will not be allowed to return to active participation in Program activities until such athlete or participant has been evaluated by a qualified health care provider who is trained in the evaluation and management of concussions.
   (a) A qualified health care provider is defined as a provider who:
      (i) is licensed by the State of Utah under Title 58 of the Utah Code; and
      (ii) may evaluate and manage a concussion within the health care provider's scope of practice.

(4) Before any athlete or participant is allowed resume participation in the Lindon Recreation Program, Lindon City must be provided with a written statement from a health care provider, meeting qualifications listed above, clearing the participant to resume play. The written statement must include the following information;
   (a) A verification from a health care provider must specify that within at least the last three years they has successfully completed training in concussion evaluation and management; and
   (b) A finding that athlete or participant is clear to participate in the sporting activity.

(5) The Lindon Recreation Program shall provide written notice of the City's policy to the parents/legal guardians of all athletes and participants under the age of 18, and prior to allowing minor to participant, must obtain a signature form the parent/legal guardian, acknowledging receipt of the policy and giving their consent and acknowledging their responsibility to work with Lindon in enforcing the policy as it relates to their child/legal ward, and waiving all claims and causes of against the City if they fail to comply with the policy.

LINDON CITY POLICY
MANUAL RECEIPT

_____
(Print Name)

I acknowledge receipt of a copy of the Lindon City Policies and Procedures Manual. I understand that while training is provided by the city regarding these policies, it is my responsibility to read the manual, and direct any questions regarding implementation of the policies contained in the manual to the Supervisor/Department Head, or the City Administrator for clarification. By signing this form, I affirm that I will abide by the Policies and Procedures of Lindon City as a condition of my employment, and that a violation of any policy contained in the manual is cause for disciplinary action.

_____ _____
(Signature) (Date)

LINDON CITY
VEHICLE ACCIDENT REPORT FORM

This form is to be filled out by any employee involved in a traffic accident involving a City vehicle, or a private vehicle driven on City business. An Accident Review Committee review of the accident will be scheduled within 30 days following the accident.

ACCIDENT INFORMATION –

Driver's Name: _____ Title: _____

Date of Accident: _____ Date of Report: _____

Vehicle License #: _____ Private Vehicle _____ City Vehicle _____

Location of Accident: _____City _____

Investigating Police Agency: _____

Were any injuries reported as a result of the accident? ___yes ___no

If yes, please describe _____

**** Please attach any accident report, photographs or witness statements regarding the accident.***

DESCRIPTION OF INCIDENT – (Attach additional sheets if necessary.)

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____

Employee's Signature Date

LINDON CITY
TUITION REIMBURSEMENT REQUEST FORM

Employee name:		**Date:**	
Position:			

School or Institution attended:		**Degree or Program:**	
Attendance dates:	From:	to:	
Total cost of tuition, fees, and books:	$	**Requested reimbursement amount:**	**$**
Classes attended:			
Grade(s) obtained:			

Employee must attach:	
____ Copy of receipts and/or payment verification	____ Copy of grades or pass/fail verification

Employee Reimbursement and Repayment Requirements

Eligible Reimbursements
If approved for reimbursement, employees will be reimbursed 75% of tuition, fees, books and other previously approved costs at the end of the course - provided they receive a "C" grade or better and/or an instructor's certification of passing in a pass/fail course. The maximum reimbursement per employee per fiscal year is $1,500.00 for undergraduate work and $2,000.00 for graduate work. Reimbursement is dependent upon available budgeted funds.

Employee Repayment Requirements
Employees who participate in the Tuition Reimbursement Program agree to continue working for Lindon City in a full time capacity for at least three years following the end of the course. If an employee terminates, whether voluntarily or involuntarily (except in cases of reduction-in-force), the employee must pay the tuition reimbursement back to the City on a monthly prorated basis. As an example: An employee was reimbursed $600 for a class, but quit 12 months after completing the class. The employee would be required to repay 67% of the reimbursement back to the City. If multiple courses were reimbursed prior to an employee quitting, each course will be prorated separately according to the course's completion date. Any reimbursement due from the employee upon termination will be deducted to the extent available from the final paycheck and any leave time pay due the employee at termination.

Agreement and Understanding of Terms
By signing below, the employee certifies that they have read the *Employee Repayment Requirements* described above, and have also read the Tuition Reimbursement regulations found in Section 6 of the Lindon City Policies & Procedures Manual, and agrees with the terms and conditions as described therein.

Employee Signature:		Date:	
Department Head:		Date:	
City Administrator:		Date:	

LINDON CITY
SICK LEAVE DONATION REQUEST AND RESPONSE FORM

- This form is to be used when an employee is requesting donated sick leave from other employees. Eligible employees qualify to use donated sick leave only after they have exhausted all other sick leave, vacation leave, personal holiday time, and comp-time. All donations are anonymous and are only "pledged" hours until needed for use. If the requester does not need the donated hours they will be returned to the donor employee. If more than one donor pledges time to an employee, the needed time will be taken proportionally from each pledging donor.

- **REQUESTOR:** Fill out this form giving your name, job title, reasons for request, and the requested amount of hours, then return to your Department Head. The Department Head must review and approve all sick leave donation requests. If approved by the Department Head, the form will then be forwarded to the City Administrator who will distribute the request to all employees.

- **DONOR:** Respond to this request if you are willing to donate sick leave hours to the requestor and list how many hours you wish to donate. Return completed form to the City Administrator.

Employee Name (Requestor): _____ Job Title:_____

Department Head Signature: _____ Date: _____

Requested number of hours of sick leave? _____

REQUESTOR: In the space provided, please give the reasons for the requested sick leave time.

_____

_____

_____

_____

_____

_____

_____

DONOR *Note: Any donated time will be kept anonymous.*

Amount of sick time to donate to Requestor (specify in number of hours)_____

_____
Donor Employee's name (print)

_____ _____
Donor Employee's Signature Date

_____ _____
City Administrator Signature Date

Lindon City – Performance Evaluation Report

- ☐ Annual Review
- ☐ Probationary Review
- ☐ Follow-up Review

Employee Name	Title/Department	Date

Rating		Description
1	**Disruptive**	*Performance hinders the achievement of organizational goals and/or disrupts the work of others.*
2	**Unsatisfactory**	*Performance consistently fails to meet minimum position requirements; employee may lack skills and training necessary to perform adequately.*
3	**Inconsistent**	*Performance regularly fails to meet minimum position requirements; employee may lack the skills and training necessary to perform adequately.*
4	**Somewhat Inconsistent**	*Performance occasionally fails to meet minimum position requirements; employee may lack the skills and training necessary to perform adequately.*
5	**Somewhat Proficient**	*Performance consistently meets position requirements at a minimum level.*
6	**Proficient**	*Performance consistently meets position requirements at an adequate or expected level.*
7	**Effective**	*Performance consistently meets position requirements at a high level.*
8	**Highly Effective**	*Performance meets position requirements at a high level **AND** frequently **EXCEEDS** position requirements. Very effective team member.*
9	**Outstanding**	*Performance is consistently superior **AND** frequently **EXCEEDS** position requirements and goals. An outstanding team leader that others frequently look to as an example in his/her job.*
10	**Exceptional**	*Performance is consistently superior **AND** consistently **EXCEEDS** position requirements and goals. Consistently considered the Most Valuable Player (MVP) in his/her job.*

The criteria below must include supervisor comments as to why the employee deserves such a score. Blank or insufficient comments on are unacceptable. Include additional pages for comments as necessary.

	Rating 1-10
Knowledge of Job *A clear understanding of the job duties, why it must be done, and how it is to be done.*	
Comments	
Dependability *Conscientiousness; consistency; reliability; trustworthiness; ability to work under stress; punctuality.*	
Comments	
Judgment *Ability to garner facts and arrive at a sound conclusion; ability to make good decisions; prioritizes tasks appropriately; problem solver.*	
Comments	
Communication *Communicates effectively with supervisors, peers, and/or customers; Communication contributes to a positive working environment that uplifts and motivates other employees; Responds appropriately in various situations.*	
Comments	
Initiative *Earnestness in seeking increased responsibilities; self-starter; not afraid to proceed alone; Ability to set and achieve goals; Seeks to improve self and others; desires improved performance.*	
Comments	

	Rating 1-10
Attitude and Cooperation *Ability and willingness to work with associates, supervisors, and subordinates towards City goals; teamwork oriented efforts that uplift and strengthen other employees' attitudes, skills, and abilities to achieve City and personal goals; enthusiasm towards projects; desire to make the City better; strives to gain and maintain the public's trust.*	
Comments	
Quality of Work *Accuracy; thoroughness; neatness; promptness; acceptability of work; takes pride in work product outcome; improves job duty processes to achieve better results.*	
Comments	
Quantity of Work *Volume of acceptable work under normal conditions; ability to take on and satisfactorily complete additional tasks or projects.*	
Comments	
Management of Risks and Potential Liabilities *Conscious of own safety and that of others; aware of potential liabilities; seeks ways to improve safe work environments, decrease risk, and avoid liabilities.*	
Comments	

Additional performance competencies for employees with supervisory responsibilities.	
	Rating 1-10
Leadership *Effective in motivating others; elicits respect from others; assertive and self-confident; accepts responsibility for self and behavior of subordinates; seeks ways to strengthen skills, abilities, and positive character traits in others; promotes cooperation and team-building.*	
Comments	
Personnel Management *Delegates authority and responsibility appropriately; Evaluates employee performance accurately and in a timely manner; Provides effective ways to improve employee skills, attitudes, and abilities; Maintains open and approachable manner; Seeks ways to make others look good in their jobs.*	
Comments	

Additional performance competencies for Department Heads.	
	Rating 1-10
Budget *Prepares budget based on needs of City; Manages expenditures within budget priorities; Makes budget recommendations for improvement of City operations; Seeks to decrease expenditures while increasing services.*	
Comments	

Add up the above ratings and place the total on the line below.

Total Rating Score _____

Number of Criteria _____

(Divide Total Rating Score by Number of Criteria. Round to nearest tenth.)

Final Score _____

Performance Summary

1. List aspects of employee's performance that contribute to his or her effectiveness.

2. List aspects of employee's performance that require improvement for greater effectiveness.

3. In what ways is the employee ready for increased responsibility? What additional training will he/she need to be successful?

Goal Setting and Development Planning

4. List the employee's job performance goals for the coming year:

5. How do these align with departmental or City goals?

6. In the coming year, how will you provide guidance and assistance for the employee to accomplish his/her goals?

This annual performance review will become part of your Lindon City personnel file. Please sign below to acknowledge that you have received this document.

Employee Signature:	Date:
Supervisor Signature:	Date:
Department Head Signature:	Date:
Personnel Director Signature:	Date:
*Mayor or City Council Member Signature:	Date:

**Signature only required for City Administrator.*

Evaluator Instructions

- Review the current position description. If applicable, make note of any significant changes since last year's performance review and attach a copy of suggested changes.
- If performance goals were set at the last performance review, attach a copy of these goals and comment on the progress.
- Submit this Performance Evaluation Report and all applicable attachments to the Personnel Director.

Employee Name:_____

Date:_____

Mid-Year Employee Evaluation

To be completed by Employee and reviewed with Supervisor. Use the back of this page if needed.

Job Description

1. Review your current job description. If applicable, make note of any significant changes to your job duties that you feel should be updated on your job description.

2. When considering your job duties list 3-5 tasks you most prefer to do:

3. What tasks do you regularly perform that are not included in your job description?

Accomplishments

1. Looking back on the past 6 months, list 1-2 of your most significant job achievements:

2. Since your last review, have you performed any new tasks or additional duties outside the scope of your regular responsibilities? If so, please specify.

Goal Setting

1. List your job performance goals from 6 months ago and describe the progress you have made on these goals:

Past Job Performance Goals

2. Please list future job goals you would like to achieve before your next performance evaluation in 6 months, or other longer-term goals you hope to achieve:

Future Job Performance Goals

3. In what ways can your supervisor/manager support you in doing your job better and accomplishing your goals?

Employee Signature:	Date:
Supervisor Signature:	Date:

Consensual Relationship in the Workplace Agreement

Per Lindon City Policies and Procedures Manual, Section 5.18.6 'Consensual Relationships', I _____(print name), employed by Lindon City as a _____(job title), and I _____(print name), employed by Lindon City as a _____(job title), hereby notify Lindon City that we wish to enter into a voluntary and mutually consensual personal relationship and agree as follows:

- We will not engage in any public displays of affection at the work place or other behavior that may create a hostile work environment or make others feel uncomfortable.
- We will not show favoritism to one another and will not participate in any decision making processes that could affect each other's pay, performance reviews, advancement opportunity, benefits, shifts, hours, or career.
- We understand that while in a personal relationship we are not permitted to act in supervisory or subordinate roles with one another. If such supervisor or subordinate role is necessary within the work place one or both parties shall be required to move to a different job or department. If no other jobs are available the parties will be given the option of terminating their relationship or resigning from the City.
- In entering into this relationship, we both understand and agree that we are both free to end the personal relationship at any time and for any reason.
- If the personal relationship should end, we both agree that we shall not allow the end of this relationship to negatively impact our performance in our positions, and that we will not retaliate against the other person and will treat the other person with professionalism.
- A copy of this Agreement will be kept in a separate envelope within the employees personnel file.

Prior to signing this Consensual Relationship in the Workplace Agreement, we have received and reviewed and understand Lindon City's Sexual Harassment Policy, a copy of which is attached. By signing this agreement, we acknowledge that the personal relationship between us does not violate Lindon City's Sexual Harassment Policy and that entering into the personal relationship has not been coerced or made a condition or term of employment.

(print name):_____

(signature):_____

Date:_____

(print name):_____

(signature):_____

Date:_____

ADJOURN