



EAGLE MOUNTAIN CITY COUNCIL MEETING

July 7, 2020, 4:00 PM

Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION - ELECTRONIC MEETING VIA LIFESIZE

Proposed interim adjustments to procedures relating to Council Work Sessions and Policy Meetings.

Public meetings will be held electronically in accordance with Executive Order 2020-1 Suspending the Enforcement of Provisions of Utah Code 52-4-202 and 52-4-207 due to Infectious Disease COVID-19 Novel Coronavirus issued by Governor Herbert on March 18, 2020.

The public may monitor or listen to open portions of the meeting electronically by following the instructions below.

Lifesize electronic meeting through Granicus at <https://eaglemountaincity.com/city-recorder/city-meetings-portal/#meetingdocs>. Click the link to view the live stream and meeting documents.

1. CITY ADMINISTRATOR INFORMATION ITEMS

This is an opportunity for the City Administrator to provide information to the City Council. These items are for information only and do not require action by the City Council.

2. AGENDA REVIEW

The City Council will review items on the Consent Agenda and Policy Session Agenda.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

The City Council will adjourn into a Closed Executive Session for the purpose of discussing reasonably imminent litigation, the purchase, lease or exchange of real property pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

7:00 P.M. POLICY SESSION - CITY COUNCIL CHAMBERS

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. APPOINTMENTS

6.A

Youth Council

1. Sydney Williams - Youth Mayor
2. Ashton Bernabeu - Youth Councilmember
3. Logan Welch - Youth Councilmember
4. Salem Shimakonis - Youth Councilmember
5. Kayson Welch - Youth Councilmember

7. INFORMATION ITEMS/UPCOMING EVENTS

8. PUBLIC COMMENTS

Time has been set aside for the public to express their ideas, concerns and comments. (Please limit your comments to three minutes each.)

9. CITY COUNCIL/MAYOR'S ITEMS

Time has been set aside for the City Council and Mayor to make comments.

CONSENT AGENDA

10. AGREEMENTS

- 10.A [AGREEMENT - Professional Service Agreement between Eagle Mountain City and Accela for Land Management Software and Support.](#)

[Accela Price Quote](#)

[AGMT--Accela Subscription Services](#)

- 10.B [AGREEMENT - Professional Service Agreement between Eagle Mountain City and Byrne for Software Implementation.](#)

[AGMT--Byrne Accela Implementation](#)

- 10.C [AGREEMENT - Second Addendum to an Agreement between Eagle Mountain City and Ifo Pili for City Administrator Services.](#)

[AGMT--Second Addendum to Ifo Pili City Administrator Agreement](#)

11. BID AWARDS

- 11.A [2020 Eagle Mountain Mirco Surface Project - Geneva](#)

- 11.B [Pole Canyon Water Line and Sewer Force Main - Landmark Excavation Recommendation of Award](#)

12. BOND RELEASES

- 12.A [Brylee Farms Phase A, Plat 1- Into Warranty](#)
[BR- Brylee Farms Phase A Plat 1 - Into Warranty](#)
[Brylee Farms Phase A Plat 1 - Recorded Plat](#)

- 12.B Mt. Airey Plat E - Out of Warranty
Mt Airey Plat E - Recorded Plat
BR-Mt Airey Plat E - Out of Warranty

13. CHANGE ORDERS

- 13.A Pony Express Parkway Change Order #3 - Kenny Seng

14. MINUTES

- 14.A June 16, 2020 - Regular City Council Meeting
06.16.2020 City Council Minutes - DRAFT

15. PRELIMINARY PLATS & SITE PLANS

- 15.A SITE PLAN - Dollar Tree
Dollar Tree Site Plans
Dollar Tree Elevations
Dollar Tree Landscape Plan
05.12.2020 Planning Commission Minutes - Dollar Tree & 7-Eleven
05.26.2020 Planning Commission Minutes - Dollar Tree
- 15.B SITE PLAN - 7-Eleven
7-Eleven Site Plans
7-Eleven Elevations
05.12.2020 Planning Commission Minutes - Dollar Tree & 7-Eleven

16. RESOLUTIONS

- 16.A RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the First Amendment to the Development Agreement Between Eagle Mountain City, Utah, and Stadion, LLC.
RES--Stadion Development Agreement - 1st Amendment
Exhibit--First Amendment to Development Agreement
- 16.B RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the First Amendment to the Stadion Water and Sewer Agreement.
RES--Stadion Water and Sewer Agreement - 1st Amendment
Exhibit A--First Amendment to Water and Sewer Agreement
- 16.C RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Policies and Procedures Manual.
RES--Policies and Procedures Manual - Drug and FMLA
Policies and Procedures Manual Revision
Drug Policy Revision

- 16.D [RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between Utah County and Eagle Mountain City for Disbursement from the Coronavirus Relief Fund.](#)
[RES--Interlocal Agreement between Utah County and EMC for Coronavirus Relief Fund Disbursement](#)
[Exhibit--COVID-19 Interlocal Cooperation Agreement Final](#)

SCHEDULED ITEMS

17. ORDINANCES/PUBLIC HEARINGS

- 17.A [ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Adopting Chapter 17.51 Warehouse Farming Overlay Zone.](#)
BACKGROUND: (Presented by Planning Staff) The proposed ordinance amends the Municipal Code to include a Warehouse Farming Overlay Zone.
[ORD--EMMC Chapter 17.51 Warehouse Farming Overlay Zone](#)
[Exhibit A: EMMC Chapter 17.51 Warehouse Farming Overlay](#)

18. MOTION

- 18.A [Sunset Flats - Alternative Fencing Request](#)
The applicant is proposing an alternative fencing type along major roads in the Sunset Flats development. Sunset flats is located north of the Pioneer Addition subdivision and Bobby Wren Boulevard.
[05.20.2020 Sunset Flats Bobby Wren Blvd Fence Presentation](#)
[01.02.2018 City Council Minutes - Sunset Flats MDA & MDP](#)

19. CITY COUNCIL/MAYOR'S BUSINESS

This time is set aside for the City Council's and Mayor's comments on City business.

20. CITY COUNCIL BOARD LIAISON REPORTS

This time is set aside for Councilmembers to report on the boards they are assigned to as liaisons to the City Council.

21. COMMUNICATION ITEMS

22. ADJOURNMENT

THE PUBLIC IS INVITED TO PARTICIPATE IN PUBLIC MEETINGS FOR ALL AGENDAS.

In accordance with the Americans with Disabilities Act, Eagle Mountain City will make reasonable accommodation for participation in all Public Meetings and Work Sessions. Please call the City Recorder's Office at least 3 working days prior to the meeting at 801-789-6610. This meeting may be held telephonically to allow a member of the public body to participate. This agenda is subject to change with a minimum 24-hour notice.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 3rd day of July, 2020, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 7, 2020**

TITLE:	AGREEMENT - Professional Service Agreement between Eagle Mountain City and Accela for Land Management Software and Support.		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	\$274,499.30 over 5 years		
APPLICANT:	EM City		
GENERAL PLAN DESIGNATION NA	CURRENT ZONE NA	ACREAGE NA	COMMUNITY NA

PUBLIC HEARING:

No

PREPARED BY:

Paul Jerome, Admin

PRESENTED BY:

Paul Jerome

RECOMMENDATION:

Staff recommends that the City Council approves a Professional Service Agreement with Accela for land management software support, subject to negotiation of non-price terms.

BACKGROUND:

The proposed agreement with Accela is for Land Management Software for our Planning and Building Departments primarily. This software fully integrates with ESRI as well as Springbrook and will allow for more robust user interfaces for both employees and the public. This contract is in response previously approved contract with Accela for this software package but due to limited personnel resources, the implementation was only started, but never completed. The current budget allows for \$60,000 for both Springbrook and Accela (assuming that we would only have a half-year of expenses related to Accela in FY21) and as Springbrook is about \$30,000 per year, we will need to bring a budget amendment for the full year of Accela at a subsequent Council meeting. The first year pricing for Accela will be \$51,703.20 with a 5-year agreement and pricing increases of 3% built into each year of the agreement. The total 5-year agreement price will be \$274,499.30.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Accela Price Quote](#)

[AGMT--Accela Subscription Services](#)



2633 Camino Ramon, Suite 500
San Ramon, CA 94583

Proposed by: Mark Evans
Contact Phone: (435) 527-5309
Contact Email: mevans@accela.com
Quote ID: Q-18866
Valid Through: 07/31/2020
Currency: USD

ORDER FORM

Address Information

Bill To:

City of Eagle Mountain, UT
1680 Heritage Dr.
Eagle Mountain, Utah 84043
United States

Ship To:

City of Eagle Mountain, UT
1680 Heritage Dr.
Eagle Mountain, Utah 84043
United States

Billing Contact: Paul Jerome

Billing Phone: 801 789-6606

Billing Email Address: pjerome@emcity.org

Services

Services Year1	Start Date	End Date	Term (Mths)	Unit Price	Quantity	Total Price
Accela Building	07/15/2020	07/14/2021	12	\$2,004.00	9.00	\$18,036.00
Accela Planning	07/15/2020	07/14/2021	12	\$2,004.00	9.00	\$18,036.00
Accela Business Licensing	07/15/2020	07/14/2021	12	\$2,004.00	3.00	\$6,012.00
Multi User	07/15/2020	07/14/2021	12	\$2,404.80	4.00	\$9,619.20
> Accela Building	07/15/2020	07/14/2021	12	\$0.00	1.00	\$0.00
> Accela Planning	07/15/2020	07/14/2021	12	\$0.00	1.00	\$0.00
> Accela Business Licensing	07/15/2020	07/14/2021	12	\$0.00	1.00	\$0.00
					Total	\$51,703.20

Services Year 2	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Building	07/15/2021	07/14/2022	12	\$2,064.12	9.00	\$18,577.08
Accela Planning	07/15/2021	07/14/2022	12	\$2,064.12	9.00	\$18,577.08
Accela Business Licensing	07/15/2021	07/14/2022	12	\$2,064.12	3.00	\$6,192.36
Multi User	07/15/2021	07/14/2022	12	\$2,476.94	4.00	\$9,907.78
> Accela Building	07/15/2021	07/14/2022	12	\$0.00	1.00	\$0.00
> Accela Planning	07/15/2021	07/14/2022	12	\$0.00	1.00	\$0.00
> Accela Business Licensing	07/15/2021	07/14/2022	12	\$0.00	1.00	\$0.00
					Total	\$53,254.30

Services Year 3	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Building	07/15/2022	07/14/2023	12	\$2,126.04	9.00	\$19,134.39
Accela Planning	07/15/2022	07/14/2023	12	\$2,126.04	9.00	\$19,134.39
Accela Business Licensing	07/15/2022	07/14/2023	12	\$2,126.04	3.00	\$6,378.13
Multi User	07/15/2022	07/14/2023	12	\$2,551.25	4.00	\$10,205.01
> Accela Building	07/15/2022	07/14/2023	12	\$0.00	1.00	\$0.00
> Accela Planning	07/15/2022	07/14/2023	12	\$0.00	1.00	\$0.00
> Accela Business Licensing	07/15/2022	07/14/2023	12	\$0.00	1.00	\$0.00
					Total	\$54,851.92

Services Year 4	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Building	07/15/2023	07/14/2024	12.00	\$2,189.82	9.00	\$19,708.42
Accela Planning	07/15/2023	07/14/2024	12.00	\$2,189.82	9.00	\$19,708.42
Accela Business Licensing	07/15/2023	07/14/2024	12.00	\$2,189.82	3.00	\$6,569.47
Multi User	07/15/2023	07/14/2024	12.00	\$2,627.79	4.00	\$10,511.16
					Total	\$56,497.47

Services Year 5	Start Date	End Date	Term (months)	Unit Price	Quantity	Total Price
Accela Building	07/15/2024	07/14/2025	12.00	\$2,255.52	9.00	\$20,299.68
Accela Planning	07/15/2024	07/14/2025	12.00	\$2,255.52	9.00	\$20,299.68
Accela Business Licensing	07/15/2024	07/14/2025	12.00	\$2,255.52	3.00	\$6,766.56
Multi User	07/15/2024	07/14/2025	12.00	\$2,706.62	4.00	\$10,826.49
					Total	\$58,192.41

Annual Pricing Summary

Fees	Total Price
Year 1	\$51,703.20
Year 2	\$53,254.30
Year 3	\$54,851.92
Year 4	\$56,497.47
Year 5	\$58,192.41
Total	\$274,499.30

Additional Terms

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.
2. This Order Form is governed by the applicable Accela terms found at www.accela.com/terms, unless Customer has an effective master agreement executed by Accela for such services as referenced in this Order Form, in which case such master agreement will govern.
3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

4. If this Order Form is executed and/or returned to Accela by Customer after the Order State Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

ACCELA

By: _____

(Signature)

(Print Name)

Its: _____

(Title)

Dated: _____

(Month, Day, Year)

CUSTOMER

By: _____

(Signature)

(Print Name)

Its: _____

(Title)

Dated: _____

(Month, Day, Year)



ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "Agreement") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "Effective Date") by and between Accela, Inc. and the entity identified in such Order ("Customer").

1. DEFINITIONS

- 1.1. "Accela Systems" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.
- 1.2. "Aggregate Data" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.
- 1.3. "Authorized User" means one named employee, contractor or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.
- 1.4. "Consulting Services" means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant to an Order. A description of the current Consulting Services Description & Policy is available at www.accela.com/terms.
- 1.5. "Customer Data" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.
- 1.6. "Documentation" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.
- 1.7. "External Users" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.
- 1.8. "Intellectual Property Rights" means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 1.9. "Order" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.
- 1.10. "Service Availability Policy" means the service availability and security policies located at www.accela.com/terms.
- 1.11. "Subscription Services" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.
- 1.12. "Software" means any software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.
- 1.13. "Support Services" means those technical and help services provided by Accela in accordance with the Support Services Policy located at www.accela.com/terms.
- 1.14. "Subscription Period" means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

2. USAGE AND ACCESS RIGHTS

- 2.1. Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.
- 2.2. Support Services & Availability. During the Subscription Period, Accela shall provide to Customer the Support



Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services & Service Level Policies are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3. Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Accela's services policies then in effect or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4. Restrictions on Use. Customer shall not, and shall not permit others to, (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that; (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage, (vii) provide access to the Subscription Services to competitors of Accela, (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5. Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription, Consulting or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6. Customer's Responsibilities. Customer will (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use, and; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

3. PAYMENT TERMS

3.1. Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net 30 from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "Taxes"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2. Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller

Accela Rev 20191205



and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. CONFIDENTIALITY

As used herein, "Confidential Information" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party, (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's request and cost, to contest, limit, or protect the disclosure.

5. CUSTOMER DATA

5.1. Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2. Usage. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela:

(i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3. Use of Aggregate Data. Customer agrees that Accela may collect, use and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing and other business purposes. All Aggregate Data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. WARRANTIES AND DISCLAIMERS

6.1. Accela Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2. Consulting Services. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-



INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Cannabis-Related Activities. If Customers purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis- related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third-party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. **INDEMNIFICATION**. Accela will defend (or at Accela's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Subscription Services may be joined, Accela may seek to (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (ii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iii) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; (iv) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. **LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. **SECURITY**

Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or



communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

10. THIRD PARTY SERVICES

Customer may choose to obtain a product or service from a third-party that is not directly produced by Accela as a component of the Subscription Services ("Third Party Services") and this may include third-party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third-Party Service or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third-Party Services.

11. TERM AND TERMINATION

11.1. Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2. Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Except as otherwise specified in the applicable Order, (a) all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Term. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3. Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty

(30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

11.4. Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request Accela provided Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and

(iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except mutually agreed. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current DataStorage Policy can be accessed www.accela.com/terms/.

11.5. Survival. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12. GENERAL

12.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address



specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes and regulations.

12.4. Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5. Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6. Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

In WITNESS WHERE OF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below

ACCELA, INC.

CUSTOMER: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 7, 2020**

TITLE:	AGREEMENT - Professional Service Agreement between Eagle Mountain City and Byrne for Software Implementation.		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	\$49,852.00		
APPLICANT:	EM City		
GENERAL PLAN DESIGNATION NA	CURRENT ZONE NA	ACREAGE NA	COMMUNITY NA

PUBLIC HEARING:

No

PREPARED BY:

Paul Jerome, Admin

PRESENTED BY:

Paul Jerome

RECOMMENDATION:

Staff recommends that the City Council approves a Professional Service Agreement with Bryne for the implementation of the Accela Land Management system, subject to negotiation of non-price terms.

BACKGROUND:

The proposed agreement with Byrne Software Technologies, Inc. is for the implementation of the Accela Land Management System. The budget for this implementation was approved in FY21 for \$60,000. The proposed agreement will be less than that and is proposed at \$49,950. Previously, the implementing company employed was Sidwell. With the elapsed time between the first agreement for implementation was signed and now, the pricing for Sidwell's services increased dramatically and therefore, Accela reached out to another one of their partners (Byrne Software Technologies) who gave much more favorable pricing – which is in fact, \$10,000 less than previous year's quotes.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[AGMT--Bryne Accela Implementation](#)

SERVICES AGREEMENT

- | | | |
|-------------------|--|--|
| 1. <u>Parties</u> | <div>BYRNE
Byrne Software Technologies, Inc.
16091Swingley Ridge Road, Suite 200
Chesterfield, MO 63017
Attention: Brian McAllister
T: 636.537.2505
F: 636.537. 2666
e-Mail: bdm@byrnesoftware.com</div> | <div>CUSTOMER
Eagle Mountain City
1650 E. Stagecoach Run
Eagle Mountain, UT 84005
Attention: Paul Jerome
T: 801.789.6606
F:
e-Mail: pjerome@Emcity.org</div> |
|-------------------|--|--|

This Services Agreement ("SA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term Provided that Customer signs and returns this SA to BYRNE **no later than (August 31, 2020)**, this SA is effective as of the date of Customer's signature ("Effective Date") and will continue until completion of the services deliverables described herein.

2.2 Termination Either party may terminate if the other party materially breaches this SA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this SA, all rights granted to Customer are cancelled and revert to BYRNE. Customer will pay all outstanding invoices and any monies due based on the terms described in the Statement of Work.

3. Professional Services BYRNE will provide the implementation, data conversion, and/or training services ("Professional Services") described in the Statement of Work ("SOW") attached hereto as Exhibit A.

3.1 Warranty BYRNE will commence and complete the Professional Services in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of BYRNE's industry.

3.2 Customer Cooperation As required, Customer agrees to provide BYRNE with appropriate access to Customer's facilities, personnel, data systems, and other resources. Customer acknowledges that the implementation process described in this SA is cooperative in nature and that Customer must complete its designated tasks in a timely manner in order for BYRNE to proceed with and complete the Professional Services. Customer delays during the implementation period may have adverse collateral effects on BYRNE's overall work schedule. Although BYRNE will use its best efforts to immediately resume work following such a delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services because of Customer delays, such time will be charged to Customer at BYRNE's then-current time-and-materials rates.

3.3 Compensation

3.3.1 Implementation Fees In exchange for the Professional Services, Customer will pay to BYRNE the amounts indicated in Exhibit A according to the billing events schedule described therein. The pricing set forth herein reflects information generally known to BYRNE, supplied to BYRNE by Customer, and based on BYRNE's interpretation of the work to be performed. In addition to such amounts, Customer will reimburse BYRNE for airfare, travel time, lodging, rental transportation, meals, and other miscellaneous expenses at current rates. Customer will reimburse BYRNE for data communications charges at the flat, per-day rate specified in Exhibit A. Upon Customer request, BYRNE will provide scanned or copied receipts or other appropriate documentation supporting claimed expenses and other charges.

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on BYRNE's income. If Customer is exempt from certain taxes, Customer will provide BYRNE with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. BYRNE may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. Confidentiality

4.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either BYRNE or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

- a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
- b) information which is available to Recipient from a third party without violation of this SA or Disclosing Party's intellectual property rights;
- c) information disclosed pursuant to Subsection 4.4 below;
- d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;

- e) information which is subpoenaed by governmental or judicial authority; and
- f) information subject to disclosure pursuant to a state's public records laws.

4.2 Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this SA ("Confidentiality Term").

4.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

5. Other Terms and Conditions

5.1 Mutual Indemnification BYRNE agrees to indemnify, defend, and hold Customer and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of BYRNE or its employees or agents while the terms and conditions of this SA remain enforceable. Customer agrees to indemnify, defend, and hold BYRNE and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Customer or its employees or agents while the terms and conditions of this SA remain enforceable.

5.2 Limitation of Liability BYRNE provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Professional Services may be adversely affected by remedial or other actions performed pursuant to this SA; BYRNE bears no liability for and has no obligation to remedy such effects. Except as set forth herein, BYRNE provides all Professional Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will BYRNE's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to BYRNE by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if BYRNE or its agents have been advised of the possibility of such damages.

5.3 Insurance Coverage BYRNE will maintain insurance coverage at its sole cost and expense and will provide certificates of insurance to Customer if so requested. The insurance will not be cancelled or terminated without thirty (30) calendar days' advance written notice to Customer.

- 5.4 Force Majeure If either party is delayed in its performance of any obligation under this SA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.
- 5.5 Dispute Resolution This SA is governed by the laws of the State of Missouri. Any controversy or claim arising out of or relating to this SA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be St. Louis County, Missouri. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this SA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this SA will not prevent that party from thereafter objecting to that breach or any other breach of this SA.
- 5.6 Assignment This SA shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that this SA and the rights and obligations hereunder are not assignable or delegable by either party without the prior written consent of the other party. Any attempted assignment or delegation in violation of this Section 5.6 shall be null and void.
- 5.7 Survival The following provisions will survive the termination or expiration of this SA: Section 3.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5 and all subsections thereof with the exceptions of Subsections 5.1, 5.3, and 5.4.
- 5.8 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 5.9 Severability and Amendment If any particular provision of this SA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this SA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this SA will be effective unless it is described in writing and signed by the Parties.

BYRNE

By: _____
(Signature)

(Print Name)

Its _____
(Title)

Dated: _____
(Month, Day, Year)

Exhibit Follows.

CUSTOMER

By: _____
(Signature)

(Print Name)

Its _____
(Title)

Dated: _____
(Month, Day, Year)

END OF DOCUMENT

Statement of Work

Prepared for:

Eagle Mountain City, UT



6/24/2020

Version 1.0

Byrne Software Technologies, Inc.
16091 Swingley Ridge Road
Suite 200
Chesterfield, MO 63017

TABLE OF CONTENTS

TABLE OF CONTENTS	7
DOCUMENT CONTROL	9
INTRODUCTION	10
OVERVIEW.....	10
CRITICAL SUCCESS FACTORS	10
HIGH LEVEL SCOPE OF SERVICES.....	11
PROJECT TIMELINE	11
BILLING TERMS	12
BILLING SCHEDULE:.....	12
EXPENSES:	12
CONTRACT SUM:.....	12
PROJECT MANAGEMENT	13
PROJECT ASSUMPTIONS.....	13
PROJECT PUT ON HOLD:	13
GENERAL PROJECT ASSUMPTIONS	14
PROJECT RESOURCING ASSUMPTIONS	15
PAYMENT ASSUMPTIONS	16
ACCELA SOLUTION ASSUMPTIONS.....	16
ADMINISTRATION	17
LOCATION OF SERVICES AND KEY CONTACT	17
CHANGE ORDERS.....	18
EXPIRATION	18
APPENDIX A: PROJECT RESOURCES	19
AGENCY RESOURCES.....	19
BYRNE RESOURCES.....	21
APPENDIX B – ACCELA IMPLEMENTATION METHODOLOGY	23
APPENDIX C – DELIVERABLE ACCEPTANCE FORM	24
APPENDIX D – CHANGE ORDER	25
SAMPLE CHANGE ORDER – PAGE 1	25

APPENDIX E – DETAILED SCOPE	26
WORK DESCRIPTION	26
STAGE 1 – INITIATION	26
DELIVERABLE 1: PROJECT INITIATION.....	26
DELIVERABLE 2: CIVIC PLATFORM SETUP.....	27
STAGE 2 – BEST PRACTICE ANALYSIS	28
DELIVERABLE 3: RECORD TYPE GAP ANALYSIS SESSIONS (UP TO 48 HOURS).....	28
STAGE 3 – SOLUTION FOUNDATION.....	29
DELIVERABLE 4: RECORD TYPE CONFIGURATION (UP TO 120 HOURS)	29
STAGE 4 – BUILD	30
DELIVERABLE 6: BUSINESS PROCESS VALIDATION AUTOMATION (SCRIPTING)	30
DELIVERABLE 7: INTERFACE ANALYSIS AND DEVELOPMENT	31
DELIVERABLE 8: ACCELA CITIZEN ACCESS (ACA) CONFIGURATION.....	33
STAGE 5 – READINESS	33
DELIVERABLE 9: REMOTE TRAINING	33
DELIVERABLE 10: USER ACCEPTANCE TESTING	34
STAGE 6 – DEPLOY	35
DELIVERABLE 11: POST DEPLOYMENT SUPPORT AND TRANSITION TO ACCELA SUPPORT	35
ACCEPTANCE:.....	36

DOCUMENT CONTROL

Date	Author	Version	Change Reference
6/23/2020	Brian McAllister	1.0	Initial document

INTRODUCTION

OVERVIEW

This proposed implementation by Byrne Software of the Accela product is designed specifically to meet the requirements and budget defined by Eagle Mountain, UT ("Agency"). Byrne Software is proposing to utilize the Accela Standard Package Solution Implementation Methodology, to promote a successful project that will meet the Agency's objectives. The following Accela products will be implemented: Building, Planning, Code Enforcement, Business Licensing, Accela Citizen Access (ACA), and GIS. The following Statement of Work will detail how Byrne Software will implement the software, including the major milestones and deliverables that will ensure your success.

Byrne Software is committed to providing a superior solution and deployment of Accela, for the current and future needs of Eagle Mountain. Byrne Software will work with Agency staff to optimize Accela's portfolio of software, best practices, and customer experience to enable the Agency to successfully deploy Accela in the Civic Cloud and meet its functionality, timing and cost requirements. This Statement of Work ("SOW") sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by Byrne Software to Eagle Mountain.

CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored and managed by the stakeholders. These factors are critical in setting expectations between the Agency and Byrne, identifying and monitoring project risks, and promoting strong project communication.

- **Dedicated Agency Participation** – Agency acknowledges that its staff must be actively involved throughout the entire duration of Services as defined in the agreed upon Project Plan. Byrne will communicate insufficient participation of Agency resources through Project Status Reports with real and potential impacts to the project timeline. Byrne will work with the project sponsors and department leaders to determine appropriate team member involvement. This could range from full-time, during early analysis meetings, to part-time during the technical implementation phase. Please see Appendix A for a full description of participant resources.
- **Accela Implementation Methodology** – It is imperative to project success that the Agency is willing to adhere/adopt to the Accela Implementation Methodology. Please see Appendix B for a full description of the Accela Methodology.
- **Knowledge Transfer** – It is critical that Agency personnel participate in the analysis, configuration and deployment of Accela Automation in order for Byrne to transfer knowledge to the Agency. Once Post Production assistance tasks are completed by Byrne Services, the Agency assumes all day-to-day operations of Accela Automation outside of the Support and Maintenance Agreement. The Support and Maintenance Agreement does not cover any Agency manipulation of implemented scripts, reports, interfaces and adaptors. Depending on the scope of the project, key knowledge transfer areas could include:
 - Configuration
 - Scripting
 - Event Management Scripts
 - Reports and Forms

HIGH LEVEL SCOPE OF SERVICES

This document is to detail the specific activities, deliverables, roles and responsibilities, and acceptance criteria that comprise the implementation of Accela Licensing Management for the Agency. Byrne will provide professional services for implementation of the above module and will add services per the Work Description section below.

High Level Milestones and Sample Deliverables

The scope of services is delivered in six stages and will result in an initial deployment. A high level description of the phases is listed below. Specific descriptions of all deliverables, responsibilities and acceptance criteria are found in Appendix E. All deliverable templates used are Accela created and follow the Accela methodology. See Assumptions for more information about deliverable templates.

STAGE DESCRIPTION	MILESTONE OVERVIEW	SAMPLE DELIVERABLES
Stage 1: Initiation	Set up the project framework for a successful delivery	Project Charter Project Plan Project Kickoff Core Team Training
Stage 2: Analysis	Provide best practice consulting to define to-be configuration for Agency	Gap/Fit Analysis Documentation
Stage 3: Solution Foundation	Create the appropriate solution architecture blueprint for a successful deployment	Configuration blueprint
Stage 4: Build/Conversion	Build out Accela platform. Create and deliver conversion schemas, interface schemas and other technology solutions needed for implementation	Specifications – Scripts, Interface, Report, Conversions Delivered Components – Scripts, Reports, Interface, Conversion packages.
Stage 5: Readiness	Validate Accela solution for Agency deployment via testing	Provide Test Script Templates Support agency with the completion of UAT documents. Assist with investigation and resolution of triaged issues reported by the agency. Training
Stage 6: Deploy	Move to Production (“Go Live”) and Support	Readiness Checklist Coordinate Move to Production Post Deployment Support

PROJECT TIMELINE

The term of this project is estimated to complete in 6 – 9 months.

Upon execution of this SOW, the parties will collaborate to determine a start date for Services to be rendered. Upon initiation of these Services, the assigned resources will work with the Agency to collaboratively define a high level, baseline project schedule. Byrne Software will use the baseline project schedule to plan and schedule resource availability in order to complete the defined scope.

Given the fact that project schedules are working documents that change over the course of the project, Byrne Software will work closely with Agency to update, monitor, agree, and communicate any modifications. Changes to the baseline project schedule may result in a change in resource availability.

BILLING TERMS

BILLING SCHEDULE:

All services are provided on a time and material basis plus any out of pocket expenses, unless documented in this SOW. Estimates given are not considered as a fixed bid unless specifically stated as such, in writing, by Byrne Software. The Agency will only be charged for the time spent to complete; if additional hours are required a change order must be first approved by the agency. Byrne Software bills weekly for services provided the previous week. Billing terms are Net 30; a 1.5% penalty per month will be assessed for any late payments.

DELIVERABLE	ESTIMATED COST
DELIVERABLE 1: PROJECT INITIATION	\$ 412.00
DELIVERABLE 2: ACCELA CIVIC PLATFORM: BUILDING, PLANNING, CODE ENFORCEMENT BUSINESS LICENSING - SETUP - DEV AND TEST (ACCELA CLOUD)	\$ 412.00
DELIVERABLE 3: RECORD TYPE ANALYSIS SESSIONS (UP TO 48 HOURS)	\$ 4,944.00
DELIVERABLE 4: RECORD TYPE CONFIGURATION (UP TO 120 HOURS)	\$ 12,360.00
DELIVERABLE 5: ACCELA XAPO - ADDRESS PARCEL OWNER	\$ 3,090.00
DELIVERABLE 6: BUSINESS PROCESS VALIDATION AND AUTOMATION (SCRIPTING) (UP TO 60 HOURS)	\$ 6,180.00
DELIVERABLE 7A: PAYMENT GATEWAY INTEGRATION	\$ 2,060.00
DELIVERABLE 7B: SPRINGBROOK INTERFACE (ONE WAY EXPORT FROM ACCELA)	\$ 2,060.00
DELIVERABLE 7C: BLUE BEAM INTEGRATION	\$ 3,090.00
DELIVERABLE 8: ACA CONFIGURATION	\$ 2,472.00
DELIVERABLE 9: TRAINING	\$ 2,472.00
DELIVERABLE 10: USER ACCEPTANCE TESTING (UAT)	\$ 4,120.00
DELIVERABLE 11: POST DEPLOYMENT SUPPORT AND TRANSITION TO ACCELA SUPPORT	\$ 2,060.00
PROJECT MANAGEMENT	\$ 4,120.00
	\$ 49,852.00

EXPENSES:

Due to the current environment, travel is not expected at this time. If things change, only reasonable and customary travel expenses incurred during the performance of services under this SOW will be billed to the Agency. Agency will approve travel expenses before they occur.

CONTRACT SUM:

The total amount payable under this Agreement is \$49,950.00 (plus travel expenses – if applicable).

The estimated fees for this SOW are predicated on the timely completion of project milestones. However, should completion of milestones slip due to actions of Agency, and should this slippage result in material effort to Byrne in excess of the hours provided for in this document, Byrne will produce a change order at a rate of \$135.00 per hour for additional hours in support of the scope and deliverables contained herein. Any change order will need to be

approved by both Agency and Byrne. Change orders will need to be approved within three business days of delivery to avoid a halt of work on the engagement.

PROJECT MANAGEMENT

Byrne will provide a project manager for services throughout the implementation in order to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work. To support the implementation of the Accela software at the Agency, Byrne will provide Project Management services throughout the project up to 40 hours. The Byrne Project Manager is responsible for the overall project management and works directly with the client throughout all aspects of Accela implementations: from the initial scoping, planning, staffing to delivery. The Project Manager undertakes the project administration tasks including:

- Project plan management
- Change order management
- Issue log management and escalation
- Status reporting
- Project workspace management
- Resources management
- Work plan management
- Meetings management
- Project review with Project Executive

PROJECT ASSUMPTIONS

- Agency and Byrne Software will review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Changes or additions to scope, requested by the Agency may require a Change Order to reimburse Byrne Software for the additional costs associated with the change.
- Agency will provide work space for the Delivery Team for work completed on Agency premises if onsite work is needed. We anticipate no more than 1 staff member onsite at any given time.
- Agency will maintain primary responsibility for the scheduling of Agency employees and facilities in support of project activities.
- Agency is responsible for proper desktop hardware/software/network preparation in accordance with Accela specifications.
- Agency is responsible to ensure agency participants have adequate hardware/software to successfully participate in online training (i.e. video and audio streaming).
- Agency will commit to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in this SOW. The importance of Agency staff participation is imperative to the successful, and timely, implementation of the project deliverables.

PROJECT PUT ON HOLD:

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request sent to Byrne in order to put the project on hold. A project can be on hold for up to 60 days without invoking the termination clause (see Services Agreement). After that time, Byrne can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

When a project is put on hold, at minimum, Byrne will need to draft a Change Order to keep some of the Byrne project manager's time engaged to monitor progress and to resource the project once it comes off hold. Other Change Order items may be needed as a result of the delay. When a project goes on hold, project resources will be re-deployed and Byrne will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon Byrne resourcing timelines.

Should the Agency become non-responsive to Byrne communications for a term of 30 calendar days regarding continuance of the project work, Byrne can choose to cancel the remainder of the Statement of Work. To finish the project will require a new Statement of Work at new pricing at the current rates.

GENERAL PROJECT ASSUMPTIONS

Scope and Timeline

- Scope is based on record types and fees provided by the Agency prior to the SOW development.
- "Go live" (system is in production) timeline assumes timely completion of Agency deliverables (including finalization of requirements / use cases / product catalog), availability of key Agency resources, and collaboration and availability of any third-party vendor resources. Late (per mutually agreed project plan) Agency deliverables may adversely impact overall implementation timeline.
- Overall project plan will be mutually agreed to by Agency and Byrne project managers prior to final Configuration.
- Byrne will provide the Agency with a Weekly Status Report that outlines the tasks completed during the prior week, the upcoming tasks that need to be completed during the following week, the resources needed to complete the tasks, a current version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates).
- The project schedule is managed using Microsoft Project. Should any tasks slip behind schedule ten (10) business days, Byrne and Agency will escalate according to the Communication Plan in the Project Charter.
- Deliverables will be documented in Accela based templates using the Accela methodology. Sample templates are available to Agency upon request.
- Agency is responsible for hosting any interfaces outlined in this SOW.
- Data conversion is out of scope for this effort.
- Only one of the current Accela supported payment adapters are in scope: PayPal, Official Payments, and Virtual Merchants.

Training

- The Agency project team will provide the necessary staff resources to complete training needs analysis and assist with training planning.
- The Agency is solely responsible for making designated trainees (trainers, agents, administrators) available for training per the project schedule. If any designated trainee is not available to participate in scheduled training, Byrne is not responsible for making alternative arrangements for missed training.
- The Agency will be responsible for additional end user training including training logistics, training scheduling, and the printing of training materials. The Agency will confirm the total number of training rooms needed for the project duration after Agency approval of the draft training strategy.

- Agency users will have basic computer skills. Byrne is not responsible for an individual's response to the training or their capacity to learn or be trained. Specific prerequisite skills include:
 - End users – proficient in Windows environment and Internet environment, as well as working knowledge of Agency business processes and functions.
 - Technical staff – in addition to the above skills, technical users should have knowledge of:
 - Moderate to advanced technical knowledge of database design, database usage, syntax management, and java scripting.
 - Familiarity with existing system source data
 - Familiarity with existing system design and structure

Testing

- Byrne is responsible for testing the initial configuration of system
- Agency is responsible for writing any User Acceptance Test Scripts. Testing Scripts encompass the daily work practices of the business. An example of a test script would be accepting an application through approving the application, taking fees and printing any reports, outlining the process start to finish. Agency is responsible for User Acceptance Test and System Integration Testing

Go Live and Go Live Support

- “Go Live” definition is that the Accela software is up and running in production. If an Agency moves to production, i.e. “Goes Live” it is deemed to have accepted the product and shall comply with any payment obligation for “Move to Production”, “Go-Live” and/or “Acceptance”. There may be post go-live issues that are being supported during this time; however any financial obligations the Agency may have to Byrne based on “Go live”, commence on the date the software is available in production.
- Byrne consulting resources will support Agency after “Go Live” until such time that Agency is transferred to support (typically within a calendar month).

Project Completion

- The project is complete once the transition to Accela's Customer Support has been completed. If applicable, the specific deliverable acceptance process and financial obligation for “transition to Accela's Customer Support” or “project completion” will commence on the date the transition to Accela's Customer Support.

Acceptance

- For non-deliverable based payment agreements, at minimum, it is requested that Agency sign acceptance for a minimum of the major phases of the project typically: Initiation, Analysis, Foundation, Build, Readiness, and Deployment. Each phase should be signed off prior to commencing work on the next phase. Byrne respectfully requests prompt attention to the processing of all Deliverable Acceptance Forms, as adherence to this timely process directly impacts the ability to complete the project in the desired timeframe.

PROJECT RESOURCING ASSUMPTIONS

Agency Resourcing

- Agency will provide a dedicated Project Manager throughout the course of the implementation.

- Agency Project Manager will maintain primary responsibility for the scheduling of Agency employees and facilities in support of project activities. Estimated time commitments for resources are outlined in Appendix A.
- Agency has committed to the involvement of key resources and Subject Matter Experts for ongoing participation in all project activities as defined in the project plan associated with this SOW.
- Agency agrees during the Initiation Phase of the project to assign a single designated approver for each major project deliverable. The Project Manager will be responsible for overseeing and/or directly participating in the design and development, and will work with the designated approver for the approval, of the deliverable. Agency may make changes to designated approvers with written notification to Byrne a minimum of one month before a deliverable is due.
- Agency will provide access to subject matter experts and decision makers in a timely fashion.
- Agency will commit project sponsors and all necessary stakeholders and Subject Matter Experts (SME's) during the project kickoff.
- Agency will commit all necessary SME's and IT personnel during the requirements and design phase for the appropriate sessions as outlined by the Byrne Project Manager during Kick-Off preparation.

Byrne Resourcing

- Byrne has assumed that project team will need to be on-site as appropriate and mutually agreed upon. Any additional on-site consulting will be at the mutual agreement of Agency and Byrne Project Manager.
- Byrne personnel will attend Agency executive steering committee meetings as needed.
- In the pricing, Byrne has assumed the appropriate resourcing to ensure deployment success for the scope outlined.
- Byrne will provide a project manager for services throughout the implementation in order to plan and monitor execution of the project in accordance with deliverables outlined in the Statement of Work. To support the implementation of the Accela Automation software at the Agency, Byrne will provide Project Management services throughout the project.
- Any additional worked hours over the hours or scope stated in the SOW will require a Change Order.

Third Party Resourcing

- Byrne is not responsible for impacts to project timeline created by dependency on Agency third party consultants. Timeline changes will result in a Change Order for extension of Byrne project resources caused by Agency third party consultant actions (including availability) resulting in additional time or scope.

PAYMENT ASSUMPTIONS

General

- Invoices are due net 30 of the invoice date.

ACCELA SOLUTION ASSUMPTIONS

General

- Agency shall provide the necessary tools, accounts, and permissions that will enable Byrne to access the Agency's internal network for the purpose of remote installation and testing. This access must be provided through industry standard tools such as Virtual Private Network (VPN). Failure to provide this access in a

timely fashion will result in a project delay. Such a delay will result in a Change Order pursuant to the PAQ process.

- Byrne will implement the most current version of Accela Automation at the time of go live.
- For use with Accela Citizen Access, Agency will provide/purchase/acquire an online merchant account and all related hardware required by the merchant account provider for the handling of credit cards and/or checks.
- Agency is responsible for proper site preparation, hardware, software, and network configuration in accordance with Accela specifications.
- Byrne will be responsible for implementing a functioning version of the application software at the Agency (assuming the Agency has installed the proper hardware, software, and networking devices).
- Agency will ensure that Byrne resources have access to a Dev or Test version of the 3rd party system for interface development. All interfaces will be developed against 1 (one), agreed upon version of the 3rd party system.
- Agency will provide Byrne with access to test and development environments for each Agency system that requires integration with Accela Automation.
- Assumes a standard package solution, out of the box, implementation.

ADMINISTRATION

LOCATION OF SERVICES AND KEY CONTACT

Services contracted under this SOW may be performed remotely and/or at the Agency's on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein.

Please indicate below the primary Agency location which will benefit from the services covered under this SOW.

Work Location:	1650 E. Stagecoach Run Eagle Mountain, UT
-----------------------	--

Please indicate below the key Agency contact that will be responsible for Project Management:

Name:	TBD
Title:	TBD
Phone Number(s):	TBD
Email:	TBD

CHANGE ORDERS

In order to make a change to the scope of Professional Services in this SOW, Agency must submit a written request to Byrne specifying the proposed changes in detail. Byrne shall submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Professional Services ("Change Order"). Byrne shall continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation of the Change Order. If Byrne's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order shall be signed by Byrne and Agency prior to commencing any activities defined in the change order. Standard blended rate for Byrne resources is \$135.00 per hour. The Change Order Template is attached hereto as Appendix D.

EXPIRATION

The scope and terms of this SOW must be executed as part of the Agency Services Agreement within sixty (60) calendar days of the date of this SOW. If the SOW is not executed then the current scope and terms can be renegotiated.

APPENDIX

APPENDIX A: PROJECT RESOURCES

AGENCY RESOURCES

Agency must fill the appropriate roles with the appropriate personnel to work together with the Byrne Project Team for these Services and that Agency will make available additional resources as needed for the Services to be successful. Agency roles can be filled by the same person. In addition, Agency will provide all necessary technical resources to make appropriate modifications within any Agency systems wishing to integrate with any Accela systems. These resources must be proficient in Agency coding/development environment and tools, to make the required changes to their software to enable integration and must be available during the timeframe of these Services. Agency roles include Sponsor, Project Manager, Technology Manager, and Business Lead(s) for each Division/department being implemented, Super User trainers, and others as appropriate.

Agency Resources	Description	Hours per week Implementation Estimate	Hours per week Support Estimate
Project Sponsor	Responsibilities include: • Ultimate responsibility for the success of the project, • Creating an environment that promotes project buy-in, • Driving the project through all levels of the agency, • High-level oversight throughout the duration of the project, • Serving as the primary escalation point to address project issues in a timely manner.	2 Hours* (*Might be higher during initiation)	2 Hours
Project Manager	Responsibilities include: • Overall administration, coordination, communication, and decision-making associated with the implementation; • Planning, scheduling, coordinating and tracking the implementation with Byrne and across departments within the agency; • Ensuring that the project team stays focused, tasks are completed on	40 Hours	10 Hours

	schedule, and that the project stays on track.		
Division/Departmental Business Leads	A user representative for each affected department must be appointed to facilitate analysis and configuration and serve as a decision-making entity for that group. These critical appointments may well determine the success of the implementation for their respective areas. Responsibilities include: • Attending requirements workshop sessions; • Willing and able to gather data and make decisions about business processes; • Assist in the creation of specifications for reports, interfaces & conversions • Review and test the system configuration; • Participating in the implementation of the Accela Automation solution.	1 (minimum) superuser/liaison FTE per department. 50-75% dedication of a 2-3 resources per department for 4-6 weeks. End-user training period is 2-3 FTEs for 4 weeks at about 50% dedication and User Acceptance Testing and Go-Live activities will require 2-3 FTEs at 80% dedication.	2 Hours
Division/Departmental Subject Matter Expert (SME)	Responsibilities include: • Being trained on the Accela Automation system at a System Administration level; • Being fully engaged in the Business Analysis and system configuration activities; • Assist internal efforts towards the creation of reports, interfaces & conversions; • Assist in the review and testing of the system configuration; • Actively participate in the full implementation of the Accela Automation solution.	2 Individuals, 30 Hours	40 Hours
Technical Lead	Responsibilities include: • Primary responsibility for the technical environment during the software implementation;	40 Hours	5 Hours

	• Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards; • Work with Byrne technical personnel during implementation; • Maintain test and production databases; • Perform day-to-day maintenance of the system and install maintenance releases; • Act as the primary technical resource for troubleshooting problems; • Establish and maintain backup, archival, and other customary maintenance and housekeeping activities.		
Report Developer	Responsibilities include: • Understanding reporting needs of Agency • Ability to write or amend reports as the Agency's report needs grow	40 Hours during reporting phase of project	20-40 Hours

BYRNE RESOURCES

Byrne will assign key Professional Services resources for this engagement with Agency. These individuals are well versed in the Accela Automation application, and are well qualified to lead this effort. Byrne's Project Manager shall assume full responsibility for the coordination of this team and its interaction with key Agency resources assigned to the effort. The main roles are as follows:

Byrne Resources	Description
Project Executive	The Project Executive oversees the project's progress/direction and works with the Project Manager to ensure efficiency, consistency and quality in delivery of Accela implementations. The Project Executive actively participates in a project director/executive role. The Project Executive will meet with Agency Executives monthly or upon request throughout the duration of the project.
Project Manager	The Byrne Project Manager is responsible for the overall project management and works directly with the client throughout all aspects of Accela implementations: from

	the initial scoping, planning, staffing to delivery. The Project Manager undertakes the project administration tasks including: • Project plan management, • Change order management, • Issue log management and escalation, • Status reporting, • Project workspace management, • Resources management, • Work plan management, • Meetings management, • Project review with Project Executive. In addition, the Project Manager will actively participate in leading the System Configuration Analysis sessions and will be responsible for the creation of the System Configuration Document.
Senior Implementation Consultant	The Senior Implementation Consultant assigned to the project will have major experience in the business process as well as the product functionality and is responsible for: • Business analysis activities: Mapping the client's business processes and requirements to the functionality of Accela's products and the creation of solution design, • Leading system configuration activities, • Providing training/mentoring to agency staff, • Recommend industry best practices to agency to enhance business processes, • Guide agency on how best to configure the system based on past experiences and software expertise.
Implementation Consultant	Implementation Consultant resources support the project and typically focus on the following tasks. • The configuration of the system to match the System Configuration document. • Build activities within the project, such as conversion data mapping, creation of reports and interface specification.
Technical Consultant	Byrne Technical Consultants are involved in all areas that require knowledge of server-side considerations and Accela add-on products such as: • Application installation and setup (Accela Automation, Accela GIS, Accela Wireless, and Accela Citizen Access), • Report definition and creation,

	• Event Manager Script definition and programming, • Database Conversions and data mapping assistance, • Interface specifications and development.
Training Consultant	Training Consultants are responsible for Accela Training classes with assistance from Implementation consultants, depending on the nature of the specific project.

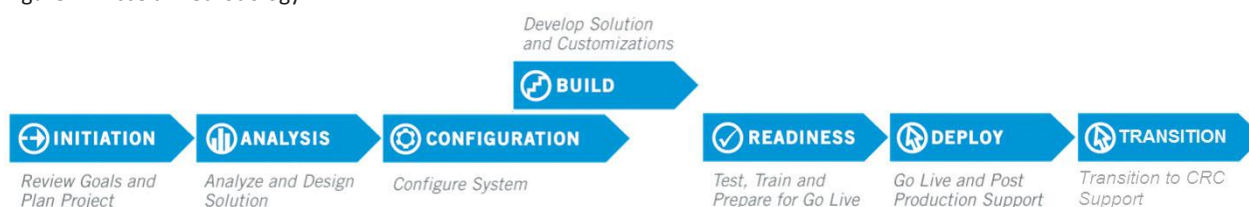
APPENDIX B – ACCELA IMPLEMENTATION METHODOLOGY

Byrne will deliver its Services to the Agency by employing the methodology detailed in this section. This is a proven methodology that guides the project from inception to deployment, thereby increasing the chances of successfully implementing Accela software products. Project delivery through execution of this Implementation Life Cycle is described below.

IMPLEMENTATION LIFE CYCLE

Thorough execution of these six stages ensures that Accela customers receive high-quality services throughout the project engagement.

Figure 1 - Accela Methodology



As illustrated in the figure above, the stages of project delivery flow in linear direction, although many tasks run in parallel as appropriate to avoid unnecessary project delays. Each stage has pre-defined objectives, tasks and associated deliverables. Depending on the exact scope of the project, a full complement or subset of all available deliverables will be delivered through the services defined for the project. Employing this deliverables-based approach ensures that Byrne and the Agency understand the composition and ‘downstream’ impact of each project deliverable to ensure the project is delivered with quality and in a timely manner.

INITIATION

Initiation represents the first stage in the lifecycle. During this stage, project contracts and the SOW are finalized, project scope and objectives are reviewed, and project planning activities and deliverables are completed.

ANALYSIS

Analysis is the second stage in the lifecycle. During the Analysis stage, Byrne reviews existing agency documentation, interviews agency staff, and conducts workshops to understand the “To-Be” vision of the Agency that can be executed with the aid of Accela Automation. It is during this Phase that Byrne gains a deeper understanding of Agency processes and business rules; simultaneously, the Agency begins to gain a deeper understanding of the methodology and Accela Automation capabilities. A key output of this Phase is the To-Be Analysis Document(s) which serve as the ‘foundation’ for configuration of Accela Automation to support germane elements of the Agency “To-Be” vision. Supplementing the To-Be Analysis Document(s)

are all other configuration specifications documents related to data conversion, interfaces, reports, and event scripts.

SOLUTION FOUNDATION

Solution Foundation is the third stage in the lifecycle. It begins upon completion of Stage 2 and should be completed prior to the next stage, Build. During the Solution Foundation stage, Accela Automation will be built to match the to-be processes agreed to in the Analysis stage. Essential to this effort is the configuration of the Record (Case, Application, Permit, Work Order, etc.) types that were agreed to during the Analysis phase.

BUILD

Build serves as the fourth stage in the lifecycle, and execution of this stage overlaps Configuration, but ends after Configuration is complete. During the Build stage, all defined elements during the Analysis stage beyond the Solution Foundation will be implemented. This includes conversions, event scripts, interfaces and reports.

READINESS

Readiness is the fifth stage in the lifecycle. During the Readiness stage Accela Automation is fully tested, errors are identified, documented and corrected. Additionally, the solution is prepared for deployment. In addition, system administrators and end users are trained so that all appropriate agency staff members are prepared to use and maintain the software once the move to production occurs.

DEPLOY

Deploy is the sixth and final stage in the lifecycle. During the Deploy stage the applications are moved to production; all requisite pre-production activities are identified, tracked and completed, and post-production analysis and review is completed. Upon moving to production, the Accela Automation applications are transitioned to the Accela Customer Resource Center ("CRC") for ongoing support. A formal transition will occur between the Services team and the CRC that instructs the agency on available communication channels (telephone, email, and online tracking system) and use of the Accela knowledge base. Lastly, all documented issues or enhancement requests will be transitioned from the Services team to the Customer Resource Center.

APPENDIX C – DELIVERABLE ACCEPTANCE FORM

Please acknowledge acceptance by:	
A Sign and fax this document to: Byrne Software Technologies, Inc. YOUR NAME YOUR TITLE Tel:	B Email this document as an attachment to: YOUR EMAIL
OR	

Date:	
Agency Name:	

Approving Agency Manager:	
Byrne Manager:	
Project Name / Code:	
Contract / Agreement #:	

Agency agrees that Byrne has successfully completed the following Deliverables:

Deliverable #	Source / Reference Details	
	Service Agreement	

Agency agrees that Byrne has successfully completed the Deliverables described above in accordance with the terms of the related Contract/Agreement.

APPROVALS:

Agency Name

Signature

Title

Date

APPENDIX D – CHANGE ORDER

SAMPLE CHANGE ORDER – PAGE 1

Agency: _____ CO #: _____
 Project Code: _____ Date: _____
 Contract #/ PO #: _____
 Initiating Department: _____
 Initiated By: _____
 Change Category: ☐ Product ☐ Project ☐ Contract ☐ Maintenance

PROJECT CHANGE DESCRIPTION/TASK SUMMARY:

1. Log File

- Issue details / scope impact:
- Schedule impact:

• Resource impact: • Cost impact: Total Project Schedule Impact: Total Project Resource Impact: Total Project Cost Impact:
--

DISPOSITION COMMENTS:

Disposition: ☐ Approved ☐ Rejected ☐ Closed ☐ See Comments
 Date:

Accepted By: Agency	Accepted By: Byrne Software Technologies, Inc.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

APPENDIX E – DETAILED SCOPE

WORK DESCRIPTION

The following section describes the specific activities and tasks that will be executed to meet the business objectives and business requirements of the Agency. In support of the implementation effort as described above, Byrne Software will provide the following detailed implementation services. For each deliverable, a description is provided as well as criteria for acceptance of the deliverable.

STAGE 1 – INITIATION

DELIVERABLE 1: PROJECT INITIATION

Project initiation is an opportunity to ensure the project starts in a well-organized, structured fashion while re-confirming the Agency and Byrne expectations regarding the implementation. This Deliverable is comprised of project planning activities, core project management documents and templates and the first meeting conducted between the Agency and Byrne after the signing of the Statement of Work.

In conjunction with the Agency representatives, Byrne will perform the following tasks:

- Finalize staffing for the project teams.
- Conduct a formal Kickoff meeting. The objective of this meeting is to review the purpose of the project and discuss the project scope, roles and responsibilities, deliverables, and timeline.
- Provide Accela standard Project Status Report Template format.
- Finalize and document formal deliverable signoff procedures, identify team members that will be responsible for signoff from the Agency and Byrne.
- Finalize an integrated baseline project plan that includes resource allocation for all tasks (in cooperation with the Agency Project Manager).

The Project Kickoff Meeting includes a formal presentation by the project team to review project objectives, methodology, timeline, roles and responsibilities, risks, and other key project elements with project stakeholders.

In terms of specific output, the following will be executed for this deliverable:

- Baseline Project Plan
- Project Status Report Template
- Project Kickoff Presentation
- Up to 4 hours

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Coordinate project planning activities.
- Communicate the Accela Implementation Methodology that will be used by Byrne to deliver Services.
- Complete Baseline Project Plan, Project Status Report Template, and Project Kickoff Presentation deliverables with input from appropriate Agency resources.

Agency Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.
- Provide timely and appropriate responses to Byrne's requests for project planning input and meeting logistics requests.
- Provide meeting facilities for Project Kickoff and other onsite activities.
- Include Project Sponsor in Project Kickoff Meeting.
- Provide suitable Agency facilities to accommodate training.
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the training.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the training.

Acceptance Criteria:

- Review and acceptance of the Project Status Report Template
- Review and acceptance of the Baseline Project Plan
- Completion of the Project Kickoff Meeting

DELIVERABLE 2: CIVIC PLATFORM SETUP

Upon Contract signing, Byrne Software will work with Accela to setup an environment in the Civic Cloud and load the package solutions for Building, Planning, Code Enforcement, and Business Licensing. Additionally, the environment

will be licensed according to the Agency sales order form and will be subject to Accela's Subscription Terms and Conditions.

In terms of specific output, the following will be executed for this deliverable:

- URL's and login information for each environment

Specifically, Byrne Software will perform the following tasks within the support environment:

- Verify that the Civic Platform is operational by using the valid credentials to log into the Agency's computing environment.
- Setup the software licensing in the Accela cloud per the agreed to sales order form
- Install the Accela Standard Package Solutions
- Setup ESRI base maps with geocoding and routing
- Setup the mobile applications gateway for use of field applications
- Up to 4 hours

Byrne Software Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Setup the Civic Platform in Accela's Civic Cloud.
- Provide desktop requirements documentation to Agency.
- Provide instructions on how to login/logout and view the loaded Standard Package Solutions

Agency Responsibilities:

- Provide timely and appropriate responses to requests for information by Accela.
- Arrange for the availability of appropriate Agency staff to assist with inquires and activities related to system installation, setup, testing, and quality assurance throughout the setup process.
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Confirmation of ability to log into the Civic Platform using the valid credentials

STAGE 2 – BEST PRACTICE ANALYSIS

Best Practice Analysis is comprised of the activities required to define the Accela Automation Solution Foundation for the Agency.

DELIVERABLE 3: RECORD TYPE GAP ANALYSIS SESSIONS (UP TO 48 HOURS)

Byrne will work closely with designated Agency personnel and will conduct analysis sessions to capture and align Accela Civic Apps with Agency business processes. A part of the process mapping is to group "like" processes together to assist in streamlining the analysis and minimize redundancy. Byrne will allocate 48 hours to this effort, additional efforts required outside this scope can be addressed via the Change Order process.

In terms of specific output, the following will be executed for this deliverable:

- Best Practice Business Process Gap Analysis document.

- Byrne has allotted up to 48 hours to this effort

Byrne Responsibilities:

- Provide timely and appropriate responses to the Agency's request for information.
- Conduct meetings via email, web conference, phone, and in person to gather and validate analysis.
- Create Gap Analysis documents for each record type for Agency approval.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's requests for information.
- Make available the appropriate Agency key staff.
- Provide any existing fee schedules and other pertinent document samples.
- Schedule participants and meeting locations for analysis activities.

Acceptance Criteria:

- Completion of To Be Gap Analysis documents for Best Practice Record Types to be configured.

STAGE 3 – SOLUTION FOUNDATION

The Build stage includes data conversions, development of interfaces, development of all Business Process Validation and Automation (Event Manager Scripts and Expressions) configuration of add-on products and custom report development. It comprises all of the additional activities outside of solution foundation that are required to complete the total solution for the Agency. Similar to the Configuration Stage, it is critical that appropriate agency representatives are involved in each step of the process to ensure success.

DELIVERABLE 4: RECORD TYPE CONFIGURATION (UP TO 120 HOURS)

Byrne resources will update the Accela Civic Apps based on the gap analysis documents produced during analysis sessions and approved by the Agency. Byrne has allotted up to 120 hours to this effort, additional efforts required outside this scope can be addressed via the Change Order process.

The following list provides examples of the types of updates that may be required;

- Add or rename existing fields in order to account for Agency business processes and/or data conversion mapping.
- Define and create user accounts with associated user groups/security access.
- Updates to existing workflows as needed
- Updates to existing system dropdown fields
- Updates and creation of Agency specific fee schedules
- Updates and creation of Agency specific inspection types and guide sheets/checklists
- Others areas as defined

In terms of specific output, the following will be executed for this deliverable:

- Byrne has allotted up to 120 Hours to this effort.

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.

- Interview staff in order to understand existing business processes.
- Conduct requested sessions to capture the required business processes to be automated within the system.
- Conduct meetings via email, web conference, phone, and in person to complete required consulting.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's requests for information.
- Make available the appropriate Agency key users and content experts to provide required information, participate in the configuration analysis and verify the accuracy of the documented workflows, input/output formats, and data elements.
- Provide any existing business process documentation, including process flows; fee schedules; commonly used applications, reports and forms; and other relevant information
- Schedule participants and meeting locations for analysis activities.

Acceptance Criteria:

- Types in accordance with the approved To Be Gap Analysis Documents in the Agency Cloud Environment.

STAGE 4 – BUILD

DELIVERABLE 5 XAPO

Byrne resources will work with the Agency to establish a live connection to GIS to bring over basic information for the Parcels and related Address and Owner information. Agency can also request up to ten (10) custom GIS attribute fields to add in addition to the standard available Accela fields for Byrne to map the GIS data to provided the data is linked to the Parcel maps.

In terms of specific output, the following will be executed for this deliverable:

Byrne Software Responsibilities:

- Configure XAPO interface
- Configure up to 10 attribute fields and map them to GIS

Agency Responsibilities:

- Provide detailed information of the GIS setup to Byrne to complete the integration
- Ensure that the current version of GIS meets the minimum requirements of the current version of Accela
- Have appropriate links across the various map services back to the Parcel data

Acceptance Criteria:

- Demonstrate that Accela can retrieve all the expected Address, Parcel and Owner data in both the Intake forms and on the Accela maps in Accela back-office and ACA.

DELIVERABLE 6: BUSINESS PROCESS VALIDATION AUTOMATION (SCRIPTING)

During the configuration analysis phase of the implementation project, Byrne will identify opportunities to supplement the Accela Automation base functionality via Event Manager Script Engine (EMSE) scripts and Expression Builder in order to validate and automate business processes. Byrne will work with Agency to identify desired functionality, and subsequently will assist with prioritizing the needs in order to determine that will be developed by Byrne within the

scope of this implementation. The Business Process Validation and Automation developed by Accela can be used as models whereby agency staff can develop and modify additional functionality as needed.

Business Process Validation and Automation is broken out into two functional areas of the Accela solution, as defined below:

- **EMSE (Event Manager Scripting Engine)** – used to script based on system activities, such as a before or after event, that allow the system to automate activities (**example:** do not allow an inspection to be scheduled prior to a specific workflow task, or, auto-calculate and invoice a fee upon application submittal)
- **Expression Builder** – used to script form based interactions that occur prior to triggering and event or master script activity (**example:** auto-population form based data fields based on user-selected values)

Prior to the development, the Agency will approve a design specification document that will be created jointly by the Agency and Byrne. The approved document will be used as a basis for determining completion and approval of the deliverable.

In terms of specific output, the following will be executed for this deliverable:

- Prioritized list of requirements that require Automation
- Specification documents for each required Automation
- Demonstration of completed Automations in development or test environments per the specifications document(s)
- Byrne has allotted up to 60 hours for this effort

Byrne Responsibilities:

- Work with Agency staff to identify potential uses of scripting
- Assist with development of list of desired functionality
- Aid the Agency in prioritizing which scripts will be developed by Byrne
- Develop scripts based on the specifications
- Demonstrate functionality of scripts per specifications

Agency Responsibilities:

- Allocate the time for qualified business and technical experts for the script requirements sessions that are critical to the project success
- Identify resources that will learn scripting tools and approaches for ongoing maintenance
- Prioritize desired functionality to determine which scripts Byrne will develop
- Provide timely and appropriate responses to Byrne's request for information
- Verify the Script Specification meets the intended business requirement
- Allocate the time for qualified personnel to test the script for acceptance

Acceptance Criteria:

- Review and acceptance of design document with written sign-off from the Agency
- Demonstration of all developed script within the system to the Agency

DELIVERABLE 7: INTERFACE ANALYSIS AND DEVELOPMENT

DELIVERABLE 7A: Payment Adapter

DELIVERABLE 7B: Springbrook Interface (one way export from Accela)

DELIVERABLE 7C: Bluebeam Integration

In order to determine the Agency requirements for this interface, analysis sessions will be conducted as a portion of this deliverable. The findings will then be documented in the Interface Specifications Document(s) for use by Byrne in building the interface code. The implementation of the interface is dependent on the assistance of the Agency's staff, specifically, interface analysis, data mapping, and data manipulation as required in the source system. Byrne will provide a program to integrate 3rd Party data to/from Accela Automation.

In terms of specific output, the following will be executed for this deliverable:

- Interface Specifications Document
- Operational Interface in the Development or Test environment
- The Payment Adapter assumes one of the current Accela supported out of the box payment adapters only: PayPal, Official Payments, or Virtual Merchants.

Byrne Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Conduct Interface Analysis sessions.
- Work with Agency staff to develop interface specifications document.
- Use an Accela web service or other tool to implement the interface functionality based on the specifications.
- Build all aspects of the interface that interact directly with the Accela Automation.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's request for information.
- Provide system and access to individuals to provide required details of system interface.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Identify and coordinate any related tools used to implement the interface (3rd party or in-house development).
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Work with Third Party Data Sources to determine best methods of interfacing to Accela system.
- Validate interface through testing.
- Work with 3rd party to ensure data from Accela is in correct format.
- Updates to interface, post go-live, due to changes in 3rd party system or Agency business processes.

Acceptance Criteria:

- Review and approve the Interface Specifications document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document in the Test or Dev environment.

Acceptance Review Period:

- Ten (10) business days total

DELIVERABLE 8: ACCELA CITIZEN ACCESS (ACA) CONFIGURATION

This deliverable includes setup and configuration of the Agency municipal website branding and up to **24** hours for configuration to the citizen portal pages to make the pages more in line with the Agency processes per the standard package solutions. Distinct updates to the citizen portal pages include, adding a pageflow component, like attachments to an existing defined pageflow setup, updating the section instructional text with agency language, including descriptive help instructions for specific agency defined data fields, or updating the online disclaimer text. Each update to the citizen portals and sections are considered a single action change.

In terms of specific output, the following will be executed for this deliverable:

Byrne Software Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Setup Citizen Access branding by loading one banner file provided by the Agency
- Configure the citizen portal pages, based on Agency feedback, not to exceed 24 hours for this effort
- Verify the loaded citizen access branding, citizen portal pages and sections updated and payment acceptance in environment, based on Agency feedback.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne Software's requests for information.
- Provide website branding files, which include the top and side banner
- Arrange for the availability of appropriate Agency staff to review the branding on Citizen Access
- Agency staff must provide web branding
- Agency staff must review and test all Citizen Access configuration and provide feedback to Byrne Software based on the agreed upon project plan timeline
 - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Verify the operational Citizen Access functionality such as login/logout, the updated citizen portal pages and sections, and payment acceptance

STAGE 5 – READINESS

DELIVERABLE 9: REMOTE TRAINING

Byrne will provide training for Agency staff that focuses on the administration, maintenance, and augmentation of its Accela Automation configuration. Our aim at Byrne is to educate Agency resources on all aspects of Accela Automation in an effort to ensure the Agency is self-sufficient. This allows the Agency to best react to changing requirements and ongoing maintenance, which can allow the Agency to be reactive and significantly reduce system maintenance costs over time.

In terms of specific output, the following will be executed for this deliverable:

- Accela Automation Admin Usage (1 day) remote training

- Accela Automation End User (Includes ACA Usage) (1.5 days), remote, up to 20 students
- Accela Ad-hoc Report training (0.5 day), remote training
- Byrne has allotted up to 24 hours for this effort

Byrne Responsibilities:

- Coordinate with the Agency to define training schedule and logistics.
- Deliver training per the specific requirements listed above.

Agency Responsibilities:

- Select and prepare the power-users who will be participating in the training and subsequently training end users.
- Arrange the time and qualified people for the training who are critical to the project success.
- Provide suitable Agency facilities to accommodate various training classes.
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.

Acceptance Criteria:

- Execution of listed training courses.

DELIVERABLE 10: USER ACCEPTANCE TESTING

This deliverable is comprised of the assistance Byrne will provide to allow the Agency to accept that the solution meets the requirements as documented in all the deliverables. Byrne will assist the Agency in the testing and validation of the solution and its readiness to be migrated to production for active use and will assist in transferring the solution and any required data from Support to Production.

Byrne will provide support for training, oversight, answering questions and addressing issues discovered in User Acceptance Testing. It should be noted that it is critical that the Agency devote ample time and resources to his effort to ensure that the system is operating per signed specifications and ready for the move to production. The testing effort will require a significant time investment by the Agency, and coordination of resources is critical. At this point in the implementation process, the Agency should test individual components of functionality of the solution (i.e., functional and/or unit testing), and also test to ensure that the interrelated parts of the Accela Automation solution are operating properly (i.e., integration testing).

Byrne will provide assistance to the Agency as needed by providing User Acceptance Testing (UAT) support and a defined testing process. Byrne will address and rectify issues discovered during the UAT process as Agency staff executes testing activities. Byrne will work with the Agency to develop a test plan, as well as an issue log to track the progress of testing. It should be noted that Byrne will plan for a total of 1 week to complete this deliverable.

Byrne will work diligently with Agency to ensure adequate time and staffing to UAT in order to completely test the solution and provide several opportunities for the Agency to add additional staff and time to this effort before recommending a postponement or delay.

In terms of specific output, the following will be executed for this deliverable:

- Resolution of issues resulting from Agency User Acceptance Testing
- Fully tested system that is ready to move to production for go-live

- Byrne has allotted up to 40 hours for this effort

Byrne Responsibilities:

- Provide recommendations on testing strategy and best practices.
- Lead the Agency in up to 3 weeks of User Acceptance testing effort and the validation of the system configuration and its readiness to be migrated to production for active use.
- Resolution of issues as a result of User Acceptance Testing activities.

Agency Responsibilities:

- Provide timely and appropriate responses to Byrne's request for information.
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency.
- Develop the User Acceptance test scripts.
- Utilize the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable.

Acceptance Criteria:

- Completion of up to 40 hours of UAT

STAGE 6 – DEPLOY

DELIVERABLE 11: POST DEPLOYMENT SUPPORT AND TRANSITION TO ACCELA SUPPORT

This deliverable is comprised of the post- Production support assistance that Byrne will provide to address issues and provide consultative advice immediately following the move to Production for daily use. Byrne will provide support immediately following deployment (go-live).

Byrne will work with the Agency to identify and address issues identified during this period using a Post Production Issues List. This list will be comprised of issues related to the defined deliverables listed in this SOW, which will be addressed by Byrne, as well as any other issues that the Agency wishes to track (outside of scope, phase 2, etc.). Examples of issues the Agency is responsible for include training issues, functional changes beyond the scope of this Statement of Work, cosmetic changes, and procedures related to the use of Accela Automation. Specifically, Byrne will not be developing or creating additional reports, conversions, interfaces, records types and workflow processes that were not included in the scope of this project during post deployment support.

At the end of the support period, Byrne will provide a final copy of the issue tracker to the customer and disable the list. Additionally, a formal meeting will be scheduled with the Agency, Byrne Services Team, and Accela Support for the purpose of transitioning support of future issues and question from the Agency to Accela Support.

In terms of specific output, the following will be executed for this deliverable:

- Remote support as needed, for a duration of 2 weeks, up to 20 hours post Go Live.
- Transition of Agency from Services team to Accela Support for ongoing support

Byrne Responsibilities:

- Provide post-production support for Accela developed configuration and components

- Assist with the identification of issues for the Post Production Issues List
- Assist with issues that may arise related to the deliverables in this SOW
- Transfer ongoing support of the client and to the Accela Support to address any post Production issues that require remediation

Agency Responsibilities:

- Provide technical and functional user support for post-production support and monitoring
- Develop and maintain a Post Production Issues List
- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate Agency key users and content experts to participate in user acceptance testing as defined and managed by Agency

Acceptance Criteria:

- Execution of up to 20 hours of Go Live, post-Production support for transition to Accela Support, during a 2 week duration
- Official transfer from the Byrne Services project team to Accela Support.

ACCEPTANCE:

Accepted By:

Byrne Software Technologies, Inc.

Authorized Signature

Name - Type or Print

Title

Date

Accepted By:

Eagle Mountain, UT

Authorized Signature

Name - Type or Print

Title

Date



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 7, 2020**

TITLE:	AGREEMENT - Second Addendum to an Agreement between Eagle Mountain City and Ifo Pili for City Administrator Services.		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	\$146,879.00		
APPLICANT:			
GENERAL PLAN DESIGNATION NA	CURRENT ZONE NA	ACREAGE NA	COMMUNITY NA

PUBLIC HEARING:

No

PREPARED BY:

Fionnuala Kofoed, Recorder's Office

PRESENTED BY:

Mayor Tom Westmoreland

RECOMMENDATION:

Consideration of the Second Addendum to an Agreement between Eagle Mountain City and Ifo Pili for City Administrator Services.

BACKGROUND:

The proposed addendum to the agreement for City Administrator services documents the updated terms and compensation for the position. Mr. Pili has served as the City Administrator since 2012 and has not received a pay raise or other form of increased compensation since April 2017.

The increase from \$126,892.00 to \$146,879.00 is based on a recent salary survey and would place Mr. Pili's nearer to the mid-range in the market.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

**SECOND ADDENDUM
TO
AGREEMENT
between
EAGLE MOUNTAIN CITY
and
IFO PILI
for
CITY ADMINISTRATOR SERVICES**

This Second Addendum to the *Agreement between Eagle Mountain City and Ifo Pili for City Administrator Services*, is effective as the July 6, 2020.

RECITALS:

- A. Ifo Pili (“IP”) has served as the City Administrator for Eagle Mountain City (“City”) since 2012.
- B. Based on a survey of salaries of other City Administrators, IP’s tenure as City Administrator, and a review of IP’s performance during his tenure as City Administrator, the Mayor and City Council have determined that it is in the best interest of Eagle Mountain City to modify the compensation paid to IP.

AMENDMENT:

NOW THEREFORE, for good and valuable consideration, IP and City agree to amend the *Agreement between Eagle Mountain City and Ifo Pili for City Administrator Services* (the Agreement”) as follows:

I. Section 2 of the Agreement is hereby deleted in its entirety, and the following is inserted in lieu thereof:

2. Effective as of July 6, 2020, IP will be paid an annual base salary in the amount of \$146,879 and IP shall participate in all City employee benefit plans. IP will serve as City Administrator at the pleasure of the Mayor and City Council and therefore, this Agreement may be terminated by either party for the convenience of either party upon two (2) weeks notice stating the intent of the terminating party to terminate the Agreement and the date of termination for the termination of this Agreement. If IP is terminated by the City without cause, the City shall pay an amount equal to six (6) months salary as severance damage.

DATED this _____ day of _____, 2020.

EAGLE MOUNTAIN CITY

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

Tom Westmoreland, Mayor

Ifo Pili



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 7, 2020**

TITLE:	2020 Eagle Mountain Mirco Surface Project - Geneva		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$492,151.79 from G.L.# 10-41-44100-5122 (Paved Road Maintenance)		
APPLICANT:	Zac Hilton		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Zac Hilton, Public Works

PRESENTED BY:

Zac Hilton

RECOMMENDATION:

Staff recommends that the City Council award the 2020 Eagle Mountain Micro Surface Project to Geneva in the amount of \$492,151.79 and authorize the Mayor to sign the contract.

BACKGROUND:

Eagle Mountain City has requested bids on U3P for the placement of a Type III Micro Surface Treatment on the following roads: Eagle Mountain Blvd, Ranches Parkway (north bound), Half Mile Road, Golden Eagle Road, and Smith Ranch Road. The project will cover approximately 1,559,079 square feet of roadways with a preventative maintenance treatment that will protect the existing pavement and improve the skid resistance. This project is budgeted in the 2021 fiscal year in G.L# 10-41-44100-5122 (Paved Road Maintenance) and will begin around the end of August with approximately 2 weeks to complete the treatment. See attached map for locations of roadways. Contractor Bid Totals: Geneva \$492,151.79
Intermountain Slurry Seal \$587,759.37

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 7, 2020**

TITLE:	Pole Canyon Water Line and Sewer Force Main - Landmark Excavation		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$2,317,058		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends that the City Council approves a bid award to ?? for the Pole Canyon Water Line and Sewer Force Main.

BACKGROUND:

Eagle Mountain City has solicited bids to construct an 18 inch water line connecting the Pole Canyon water system to the larger overall city system. The waterline will connect at Pole Canyon Blvd at Tyson Blvd and connect into the existing 12 inch line on Pony Express Parkway at Tiffany Lane. This will allow the City to provide water from the Pole Canyon wells to the city system and will allow the City to upsize those wells to provide additional water sourcing. The engineers estimate for this project was \$3,000,000. Below are the bid results:

Landmark: \$2,317,058.00

Condie: \$3,041,838.58

Hardline: \$2,801,426.50

S&L: \$3,235,130.00

Newman: \$4,012,000

Also included in this bid is a 12 inch sewer force main which will collect wastewater flow from the already installed gravity sewer line in Pole Canyon. Wastewater will be collected from the existing residents in the Pole Canyon neighborhood, Tyson, and potentially, from other adjacent developments. This project is being financed

through the state.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Recommendation of Award](#)

Jackson Engineering

Eagle Mountain City
Attn: Chris Trusty PE, City Engineer
2565 North Pony Express Parkway
Eagle Mountain, UT 84005

June 30, 2020

RE: Pole Canyon Interconnection Water Line and Force Main Sewer
Recommendation for Contract Award

Dear Chris:

We have reviewed the bids for the referenced project and recommend that the project be awarded to Landmark Excavating. Their total bid cost is \$2,317,058.

Landmark Excavating is the lowest responsible bidder. They possess the required Utah Contractors License to perform this type of work. They also have appropriate previous experience to complete a job of this complexity. Landmark Excavating has completed utility and roadway projects in the past within Eagle Mountain City. We have also worked with Landmark Excavating on a number of municipal projects and find them to be qualified.

The City received a total of 5 bids. For your reference we have attached a copy of the Bid Results.

Please call if we can answer any questions or be of further assistance.

Respectfully,



Jason Bradford, PE
Project Engineer



Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Tuesday, June 16, 2020

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: Brylee Estates phase "A" plat 1 into warranty Bond Release

City Recorder:

The above referenced subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one year warranty period. A reduced bond letter has been generated, reducing all bond items which have been completed. A warranty bond for the remaining warranty amount must be issued and maintained until released from the warranty period by the city.

Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
Brylee Estates ph "A" plat 1 Bond
Reduced

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

1st Bond Release	
Original Bond Amount:	\$ 505,157.92
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 402,604.90
Amount Remaining in Bond:	\$ 102,553.02

Bond Releases Summary	
#1	\$ 402,604.90
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 402,604.90

6/16/2020

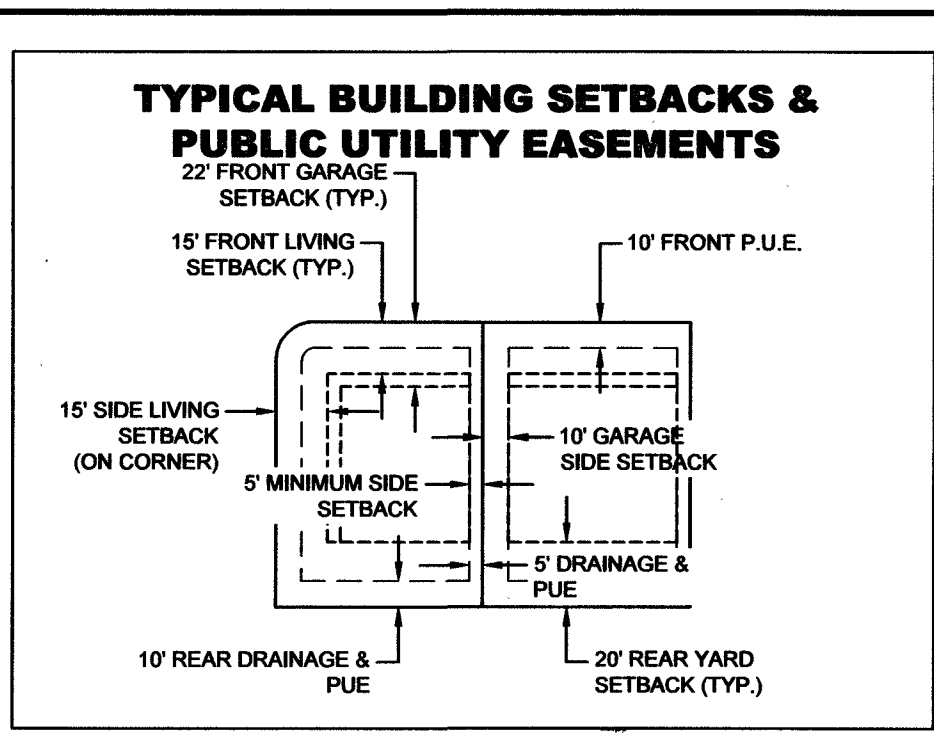
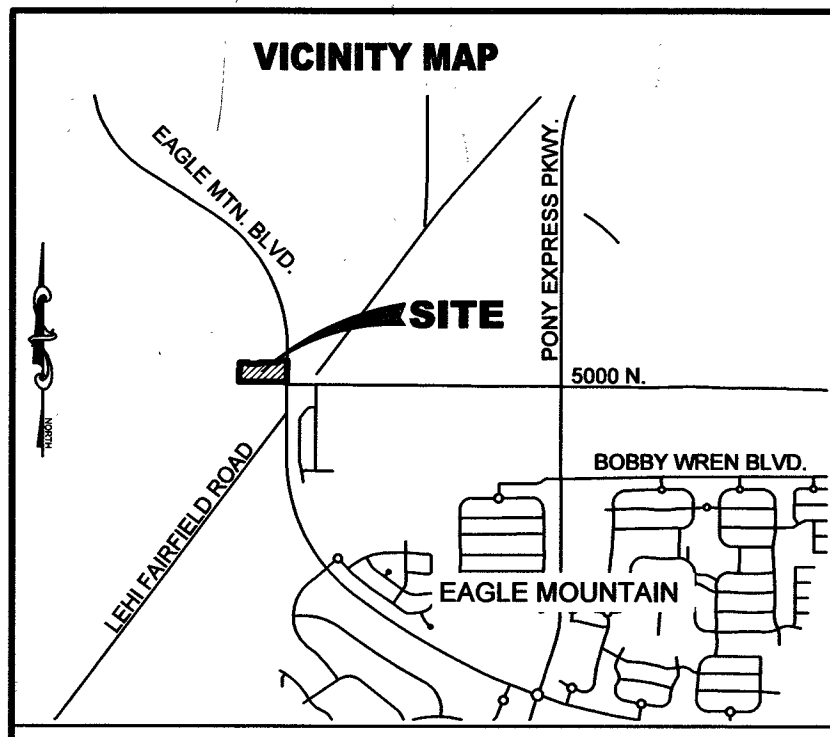
							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.										
a	Mobilization	1	0	LS	\$10,000.00	\$0.00	0	0	100%	\$0.00	\$0.00
b	Clear and grub	251777	0	SF	\$0.05	\$0.00	0	0	100%	\$0.00	\$0.00
c	Rough grade	96185	0	SF	\$0.10	\$0.00	0	0	100%	\$0.00	\$0.00
2	ROADWAY IMPROVEMENTS										
a	3 inch Surface Course	59861	59861	SF	\$1.30	\$77,819.30	0	59861	100%	\$77,819.30	\$77,819.30
b	6 inch Road base(also behind curb)	3193	3193	TON	\$17.00	\$54,281.00	0	3193	100%	\$54,281.00	\$54,281.00
c	9 inch sub-base(e-fill)@behind curb	3193	3193	TON	\$12.00	\$38,316.00	0	3193	100%	\$38,316.00	\$38,316.00
d	30" curb & gutter	3172	3172	LF	\$21.00	\$66,612.00	0	3172	100%	\$66,612.00	\$66,612.00
e	5' Sidewalk	2274	2274	LF	\$25.00	\$56,850.00	0	2274	100%	\$56,850.00	\$56,850.00
f	8' asphalt trail	800	800	LF	\$40.00	\$32,000.00	0	800	100%	\$32,000.00	\$32,000.00
g	Street/stop signs	5	5	EA	\$300.00	\$1,500.00	0	5	100%	\$1,500.00	\$1,500.00
h	Saw cut, remove & replace existing asphalt	1227	1227	SF	\$3.50	\$4,294.50	0	1227	100%	\$4,294.50	\$4,294.50
i	ADA access ramps for trail	9	9	EA	\$1,500.00	\$13,500.00	0	9	100%	\$13,500.00	\$13,500.00
3	CULINARY WATER										
a	8" culinary water c-900	1536	153.6	LF	\$25.00	\$3,840.00	0	1536	100%	\$3,840.00	\$3,840.00
b	10" culinary water c-900	243	24.3	LF	\$35.00	\$850.50	0	243	100%	\$850.50	\$850.50
c	16" culinary water c-900	326	32.6	LF	\$60.00	\$1,956.00	0	326	100%	\$1,956.00	\$1,956.00
d	8" gate valve	9	0.9	EA	\$1,800.00	\$1,620.00	0	9	100%	\$1,620.00	\$1,620.00
e	Fire Hydrant	6	0.6	EA	\$6,000.00	\$3,600.00	0	6	100%	\$3,600.00	\$3,600.00
f	3/4" water service	39	3.9	EA	\$1,800.00	\$7,020.00	0	39	100%	\$7,020.00	\$7,020.00
g	2" irrigation service	2	0.2	EA	\$2,300.00	\$460.00	0	2	100%	\$460.00	\$460.00
h	2" blow off	4	0.4	EA	\$2,500.00	\$1,000.00	0	4	100%	\$1,000.00	\$1,000.00
i	4" blow off	1	0.1	EA	\$3,500.00	\$350.00	0	1	100%	\$350.00	\$350.00
j	Import pipe bedding	251	0	TON	\$12.00	\$0.00	0	0	100%	\$0.00	\$0.00
k	Imported trench fill	1005	0	TON	\$10.00	\$0.00	0	0	100%	\$0.00	\$0.00
l	Connect to existing	5	0	EA	\$1,100.00	\$0.00	0	0	100%	\$0.00	\$0.00
4	STORM DRAIN										
a	15" RCP	1782	178.2	LF	\$52.00	\$9,266.40	0	1782	100%	\$9,266.40	\$9,266.40
b	18" RCP	196	19.6	LF	\$65.00	\$1,274.00	0	196	100%	\$1,274.00	\$1,274.00
c	Sump	3	0.3	EA	\$7,500.00	\$2,250.00	0	3	100%	\$2,250.00	\$2,250.00
d	Connect to existing	1	0.1	EA	\$1,500.00	\$150.00	0	1	100%	\$150.00	\$150.00
e	Combo box	4	0.4	EA	\$4,000.00	\$1,600.00	0	4	100%	\$1,600.00	\$1,600.00
f	Curb inlet boxes	6	0.6	EA	\$2,800.00	\$1,680.00	0	6	100%	\$1,680.00	\$1,680.00
g	48" manhole	1	0.1	EA	\$2,800.00	\$280.00	0	1	100%	\$280.00	\$280.00
h	60" manhole	3	0.3	EA	\$4,000.00	\$1,200.00	0	3	100%	\$1,200.00	\$1,200.00
i	Install drainage swale	257	0	LF	\$5.00	\$0.00	0	0	100%	\$0.00	\$0.00
j	Imported pipe bedding	267	0	TON	\$12.00	\$0.00	0	0	100%	\$0.00	\$0.00
k	Imported trench fill	1068	0	TON	\$10.00	\$0.00	0	0	100%	\$0.00	\$0.00
5	SEWER										
a	8" Sewer pipe	1545	154.5	LF	\$34.00	\$5,253.00	0	1545	100%	\$5,253.00	\$5,253.00
b	10" Sewer pipe	1041	104.1	LF	\$42.00	\$4,372.20	0	1041	100%	\$4,372.20	\$4,372.20
c	4" sewer laterals	39	3.9	EA	\$1,400.00	\$5,460.00	0	39	100%	\$5,460.00	\$5,460.00
d	60" sewer manhole	3	0.3	EA	\$5,000.00	\$1,500.00	0	3	100%	\$1,500.00	\$1,500.00
e	48" sewer manholes	7	0.7	EA	\$3,500.00	\$2,450.00	0	7	100%	\$2,450.00	\$2,450.00
f	Connect to existing	1	0	EA	\$1,000.00	\$0.00	0	0	100%	\$0.00	\$0.00
g	Import pipe bedding	349	0	TON	\$12.00	\$0.00	0	0	100%	\$0.00	\$0.00
h	Imported trench fill	3491	0	TON	\$10.00	\$0.00	0	0	100%	\$0.00	\$0.00
TOTAL CONSTRUCTION COST						\$402,604.90					
Original 10% Bond Coverage						\$102,553.02					
TOTAL BOND AMOUNT:						\$505,157.92					
							Released this Period			\$402,604.90	

Christopher T. Trusty P.E.
Engineering Director

6/16/2020
Date

Robert Ballif
Engineering Tech. 1

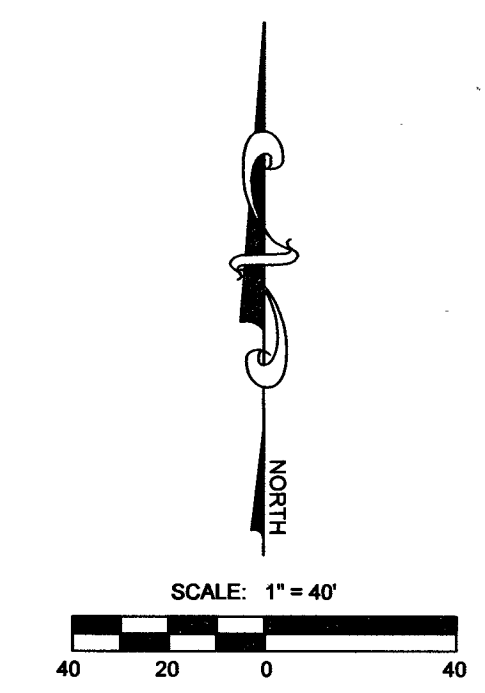
6/16/2020
Date



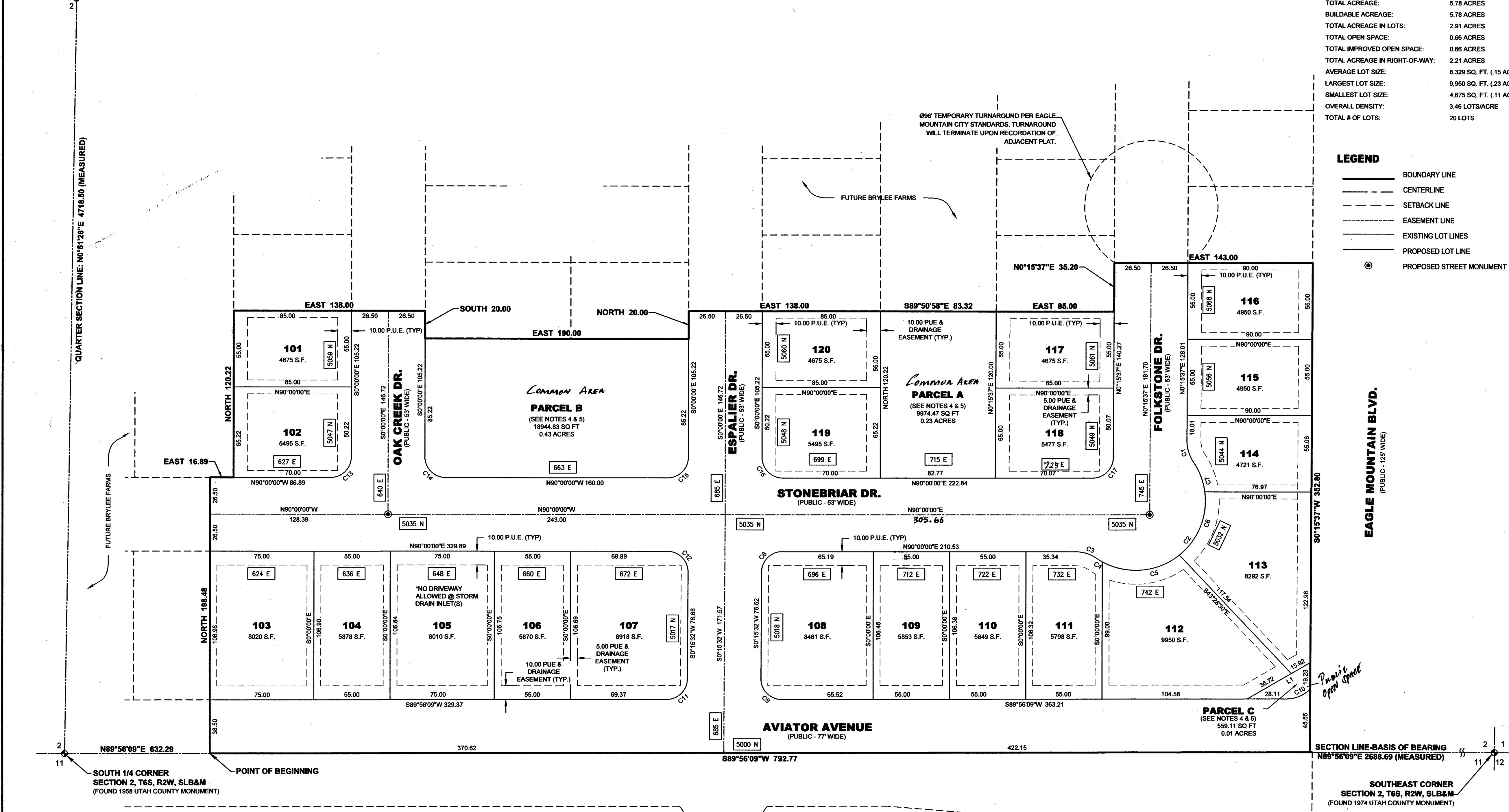
BRYLEE FARMS

PHASE A PLAT 1

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, T6S, R2W, SLB&M
EAGLE MOUNTAIN, UTAH



NORTH 1/4 CORNER
SECTION 2, T6S, R2W, SLB&M
(FOUND 1958 UTAH COUNTY MONUMENT)



TABULATIONS PHASE A PLAT 1

TOTAL ACREAGE:	5.78 ACRES
BUILDABLE ACREAGE:	5.78 ACRES
TOTAL ACREAGE IN LOTS:	2.91 ACRES
TOTAL OPEN SPACE:	0.66 ACRES
TOTAL IMPROVED OPEN SPACE:	0.66 ACRES
TOTAL ACREAGE IN RIGHT-OF-WAY:	2.21 ACRES
AVERAGE LOT SIZE:	6,329 SQ. FT. (15 AC)
LARGEST LOT SIZE:	9,950 SQ. FT. (23 AC)
SMALLEST LOT SIZE:	4,675 SQ. FT. (11 AC)
OVERALL DENSITY:	3.46 LOTS/ACRE
TOTAL # OF LOTS:	20 LOTS

LEGEND

- BOUNDARY LINE
- CENTERLINE
- SETBACK LINE
- EASEMENT LINE
- EXISTING LOT LINES
- PROPOSED LOT LINE
- PROPOSED STREET MONUMENT

SURVEYOR'S CERTIFICATE

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT LOCATED N89°56'09\"/>

CONTAINS: ±5.78 ACRES

OWNERS DEDICATION

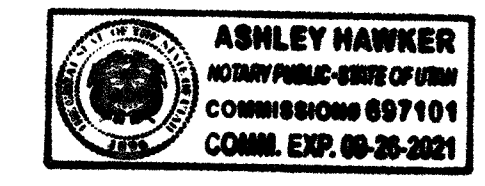
KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(D), THE OWNER(S) HEREBY CONVEYS PARCELS A AND B, AS INDICATED HEREON, TO THE BRYLEE FARMS HOME OWNERS ASSOCIATION, WITH A REGISTERED ADDRESS OF 12888 SOUTH PONY EXPRESS RD, STE 400, DRAPER, UTAH 84020.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 24 DAY OF Feb, A.D. 2020

Travis Stolk
Fieldstone Bryce Farms LLC
Assistant Secretary

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH
ON THE 24 DAY OF Feb, A.D. 2020, PERSONALLY APPEARED BEFORE ME *Travis Stolk*
THE SIGNER(S) OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.



NOTARY PUBLIC FULL NAME: *Ashley Hawker*
COMMISSION NUMBER: *067101*
MY COMMISSION EXPIRES: *9/25/2021*
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE *Eagle Mountain City Council* OF *Eagle Mountain City, Utah*
COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC
THIS 27 DAY OF February, A.D. 2020

APPROVED BY MAYOR *Travis Stolk* APPROVED BY CITY ATTORNEY *Travis Stolk*

APPROVED *Christy Elledge* ENGINEER (See Seal Below) ATTEST *Travis Stolk* CLERK-RECORDER (See Seal Below)

DOMINION ENERGY ACCEPTANCE

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE TERMS AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT OF WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS 25 DAY OF February, 2020
DOMINION ENERGY BY: *Shirley Eldridge*

TITLE: *Pro-Const Specialist*

DIRECT COMMUNICATIONS APPROVAL

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIES THAT IT WILL PROVIDE TELECOMMUNICATIONS SERVICES TO THIS SUBDIVISION UTILIZING THE TRENCHES PROVIDED BY THE DEVELOPER AS PER THE DIRECT COMMUNICATIONS CEDAR VALLEY P.S.C. UTAH NO. 1 TARIFF.

Margie Culbert 2/25/2020
DIRECT COMMUNICATIONS DATE

COUNTY RECORDER STAMP

PHASE A PLAT 1
BRYLEE FARMS
SUBDIVISION
EAGLE MOUNTAIN CITY
UTAH COUNTY, UTAH

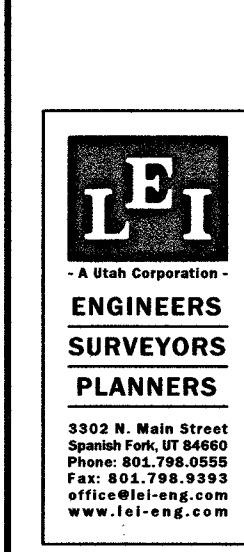
SCALE: 1" = 40'

SURVEYOR'S SEAL: CHAD A. POULSEN, No. 501182, 2/24/2020, PROFESSIONAL LAND SURVEYOR, STATE OF UTAH

NOTARY PUBLIC SEAL: CHRISTOPHER TOWN, No. 265052, 2/24/2020, NOTARY PUBLIC, STATE OF UTAH

CITY ENGINEER SEAL: JEFFERY SMITH, No. 16976, 2/24/2020, UTAH COUNTY RECORDER, 2020 Mon. 02:34:02 PM FEE: \$6.00 BY NA, RECORDED FOR EAGLE MOUNTAIN CITY

CORPORATE SEAL: EAGLE MOUNTAIN CITY, UTAH



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	28.00	34°12'58"	16.72	N16°50'53"W 16.47
C2	50.00	158°10'19"	138.03	N45°07'49"E 98.19
C3	28.00	34°12'58"	16.72	S72°53'31"E 16.47
C4	50.00	5°16'15"	4.60	S58°25'09"E 4.60
C5	50.00	67°43'13"	59.10	N85°05'07"E 55.72
C6	50.00	58°51'09"	51.36	N21°47'56"E 49.13
C7	50.00	26°19'42"	22.98	N20°47'30"W 22.77
C8	15.00	89°44'30"	23.49	N45°07'47"E 21.17
C9	15.00	90°19'24"	23.65	N44°54'10"W 21.27

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C10	25.00	44°05'54"	19.24	N67°53'50"E 18.77
C11	15.00	89°40'37"	23.48	S45°05'50"W 21.15
C12	15.00	89°17'03"	23.37	S44°38'27"E 21.08
C13	15.00	90°00'00"	23.56	N45°00'00"E 21.21
C14	15.00	90°00'00"	23.56	N45°00'00"W 21.21
C15	15.00	90°00'00"	23.56	S45°00'00"W 21.21
C16	15.00	90°00'00"	23.56	S45°00'00"E 21.21
C17	15.00	89°44'23"	23.49	N45°07'49"E 21.16

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N60°00'00"E	52.65

NOTES:

1. (a) TYPE II MONUMENT (ALUMINUM CAP AND REBAR) TO BE SET. #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS, NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
2. ALL SITE PLANS SUBMITTED WITH BUILDING PERMIT APPLICATION SHALL SHOW THE LOCATION OF UTILITY CONNECTIONS. NO WATER METERS ALLOWED IN DRIVEWAYS.
3. SIDE LOT SETBACKS TO BE IN ACCORDANCE WITH MASTER SETBACK EXHIBIT AND AGREEMENT APPROVED BY THE CITY OF EAGLE MOUNTAIN.
4. PARCELS A, B, AND C ARE PUBLIC UTILITY AND ACCESS/PEDESTRIAN EASEMENTS IN THEIR ENTIRETY.
5. PARCELS A & B ARE OWNED & MAINTAINED BY BRYLEE FARMS HOMEOWNERS ASSOCIATION.
6. PARCEL C IS DEDICATED TO EAGLE MOUNTAIN CITY & MAINTAINED BY BRYLEE FARMS HOMEOWNERS ASSOCIATION.

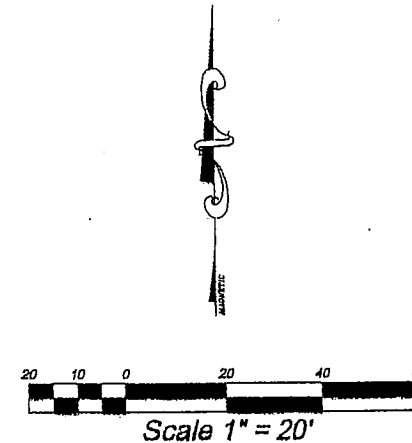
ROCKY MOUNTAIN POWER APPROVAL

1. PURSUANT TO UTAH CODE ANN. §54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
 2. PURSUANT TO UTAH CODE ANN. §17-27a-803(4)(c)(i) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
- (1) A RECORDED EASEMENT OR RIGHT-OF-WAY.
 - (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS.
 - (3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES
 - (4) ANY OTHER PROVISION OF LAW.

Chad A. Poulsen 2/24/2020
ROCKY MOUNTAIN POWER DATE

16976

850-AL-12-9-2-035



SURVEYOR:
AZTEC ENGINEERING
491 NORTH 450 WEST
OREM, UTAH 84057
(801) 224-7308

THIS FORM APPLICABLE TO COMMUNITY AND THE MUNICIPALITIES THEREIN.



Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-6671

Monday, June 15, 2020

City Recorder's Office
Eagle Mountain City
1650 East Stage Coach Run
Eagle Mountain City, UT 84005

SUBJECT: Mt. Airey plat "E" out of warranty Bond Release

City Recorder:

The above referenced subdivision has completed the required one year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and release all bonds placed by the developer and held by the city for this development.

Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 7, 2020**

TITLE:	Pony Express Parkway Change Order #3 - Kenny Seng		
ITEM TYPE:	Change Order		
FISCAL IMPACT:	\$23,940		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

BACKGROUND:

The City asked Kenny Seng for a change order to remove an altitude valve located on the City water line along Pony Express Parkway. The altitude valve caused a restriction in the water line and the City was concerned that the could affect the ability to provide water to the City Center. The valve and restriction was removed and replaced by an 18 inch line to maintain the consistency of the line. This would be funded through the water fund.

The original contract was \$2,800,078.12

CO#1- \$2,000,000

CO#2- \$364,960.30

CO#3- \$23,940

Total- \$5,188,978.42

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

June 16, 2020, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION – ELECTRONIC MEETING VIA LIFESIZE

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love.

CITY STAFF PRESENT ELECTRONICALLY: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; Fionnuala Kofoed, City Recorder; Jeremy Cook, City Attorney; Elizabeth Fewkes, Recording Secretary; Steve Mumford, Assistant City Administrator/Community Development Director; Michael Hadley, Planning Manager; Pete Kane, Long-Range Planning Manager; Chris Trusty, City Engineer; Aaron Sanborn, Economic Development Director; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; Ross Fowlks, Fire Chief; Jessa Porter, Planner; and Brad Hickman, Parks and Recreation Director; and Angela Valenzuela, Human Resource Manager.

1. CITY ADMINISTRATOR INFORMATION ITEMS

Mayor Westmoreland called the meeting to order at 4:06 p.m.

1.A. PRESENTATION – Parks & Open Space Master Plan Update, by MHTN Architects

Parks and Recreation Director Brad Hickman introduced the representatives from MHTN Architects.

Ryan Wallace Community Planner with MHTN Architects, explained that a Parks and Open Space Master Plan update was necessary to provide new direction, as the City has seen significant growth. He stated they will present a draft of the plan in July and explained the project schedule. The vision statement for the Parks and Open Space Master Plan is, “Eagle Mountain’s parks, trails and open space are unique and exceptional community assets and essential civic infrastructure. They contribute to the health, recreational, social, ecological, and aesthetic well-being of our City.”

MHTN representative Amanda Dillon explained how MHTN Architects determined locations in need of future park development and presented the community survey results. She explained their methods usually include in-person contact to assess community needs; this method was not utilized due to social distancing guidelines. The electronic survey was distributed to Eagle Mountain residents through social media and the City website. The survey had 1,041 resident participants and indicated resident interest and passion in the Parks and Open Space Master Plan. The survey reported that 93 percent of residents utilize City parks, park facilities, trails and natural open space. Residents indicated the most utilized amenities within the City are the trail systems, outdoor playgrounds, splashpads, small neighborhoods parks, and bike paths. The top five most desired

amenities are a recreational pond or swimming pool, a recreation center, dog-walking parks, a nature center, and fishing areas. Residents indicated a preference for more support facilities such as restrooms and drinking fountains, especially at trail heads.

Ms. Dillon stated the key finding from focus interviews with staff, Councilmembers, and residents were that the City should emphasize development of regional and community parks, prioritizing trail connectivity is important, and that the City has a unique opportunity and responsibility to protect wildlife corridors and preserve open space.

MHTN Architects representative Vince Olcott explained the 2009 Parks and Open Space Master Plan previously proposed a level of service (LOS) of 0.5 acres per 1,000 residents for local parks, 1.75 acres for neighborhood parks, 2 acres for community parks, and 5 to 10 acres for regional parks, totaling 9.25 system-wide acres per 1,000 residents. The current LOS per 1,000 residents is 0.7 acres for local parks, 1.86 acres for neighborhood parks, 0.9 acres for community parks, and 4.4 acres for regional parks, totaling 7.85 system-wide acres per 1,000 residents. MHTN Architects recommends a LOS per 1,000 residents of 0.25 acres for local parks, 1.75 acres for neighborhood parks, 2 acres for community parks, and 4.5 acres for regional parks, totaling 8.5 system-wide acres per 1,000 residents. The system-wide acres total is equal or higher than in other Utah cities of similar size. The recommended LOS would reduce the under-utilized local and neighborhood parks, increase community parks, and maintain regional parks.

Discussion ensued regarding the need to consider existing and projected population density clusters when determining park locations, trail system eligibility for inclusion in the impact fee calculation, the potential installation of a trail system along the top of Tickville Wash, incorporation of trails into the Bureau of Land Management (BLM) property, and the underutilization of pocket parks.

Mr. Hickman clarified that the intent is not to remove existing parks; efforts have been focused on inventorying existing parks and open space assets with the intent of presenting the information to the Council to determine desired future plans and policies.

Assistant City Administrator/Community Development Director Steve Mumford stated the trails consultant for this project suggested creating a Natural Trails Master Plan to determine easements that should be acquired, trails that need to be moved due to development, and connections with BLM lands in order to preserve the trail systems.

2. AGENDA REVIEW

11. MINUTES

11.A. June 2, 2020 – Regular City Council Meeting

City Recorder Fionnuala Kofoed stated resident Bettina Cameron had requested an addition to the minutes documenting the discussion regarding Eagle Mountain Municipal Code Chapter 17.35 Commercial Zones during the work session to include that Mr. Mumford removed the language

which allowed the piping of the wash and added that natural washes shall be preserved and deeded to the City whenever possible for trails and open space.

Councilmember Clark requested the addition of language to the Pole Canyon extraction permit work session discussion to clarify and emphasize the Mayor's and Council's concerns, and that firm direction was given to the applicant regarding strict adherence to and the enforcement of Stormwater Pollution Prevention Plan dust control and mitigation requirements.

Councilmember Gray expressed concern regarding the City Council attempting to impose requirements on the project not within the Council's purview. He stated the Pole Canyon extraction permit is a discussion item and is subject to staff-level approval not requiring City Council input or vote.

12. RESOLUTIONS

12.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Policies and Procedures Manual and Adopting a Fraud Prevention Policy as Appendix B.

Councilmember Gray requested that the Eagle Mountain City Policies and Procedures Manual portion be removed from the consent agenda for further discussion, leaving the time-sensitive Fraud Prevention Policy as a consent item.

Assistant City Administrator/Finance Director Paul Jerome stated June 30, 2020 is the deadline for implementing the Fraud Prevention Policy.

Ms. Kofoed stated the revision to update the Eagle Mountain City Policies and Procedures Manual is a lengthy process that will be completed in sections and verified the approval of Appendix B may be separated from the approval of the manual revisions. The Fraud Prevention Policy will be approved as Appendix B in the Policies and Procedures Manual and later incorporated into the document; any conflicting verbiage will be removed from the manual.

Human Resource Manager Angela Valenzuela said Councilmember Gray had expressed concerns regarding the proposed changes to the Policies and Procedures Manual. She is not opposed to delaying approval in order to provide additional time to address any questions from the Council.

Councilmember Gray stated his concerns regarding specific language that could be misinterpreted to double or triple pay employees and requested more time to work with staff to amend the language.

Councilmember Curtis stated his preference for additional time to review the policy manual.

14. ORDINANCES

14.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Adopting Final Budget Amendments for Fiscal Year 2019-2020.

Mr. Jerome explained that State statute requires the City to amend its budget to appropriate funds for increased expenses. The proposed ordinance is the final budget amendment for Fiscal Year 2019-2020 and includes increases in the General Government, Enterprise, Capital Projects and Impact Fee funds. The pass card system for City Hall was originally included in the FY 2018-2019 budget and the project has been transferred to the 2019-2020 budget. The compensation study cost increased by \$15,000, and the cost of utility billing printing and mailing increased by \$10,000 due to City growth; however, more residents are using online billing which will likely reduce the rate of future mailing cost increases. Increases to the Capital Projects Fund include \$16,500 for the Hummer Trail, which will be covered by the Safe Routes to School Grant, and a \$55,000 increase to the Valley View Park restroom, which will be covered by the fund balance reserve. Developer impact fee reimbursements increased by \$100,000 due to City growth.

14.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Adopting the Eagle Mountain Fiscal Year 2020-2021 Budget and Certified Tax Rate.

Mr. Jerome stated the funds within the General Fund budget have been reallocated, but the budget has not increased from the approved tentative budget. \$5,000 was moved from Paved Road Maintenance to fund the Council Chambers audio visual upgrade. The sales tax distribution from March was the highest the City has received, likely due to increased purchases in response to the COVID-19 pandemic. The Utah League of Cities and Towns assessments projected that Eagle Mountain's tax revenue will decrease less than any other cities analyzed. Mr. Jerome advocated for a cautious and a fiscally conservative approach due to the possibility of the potential economic impact of an increase in COVID-19 cases later in the year; he suggested reducing the sales tax projection by \$1,000,000 as a precaution.

Mr. Jerome explained the Certified Tax Rate process and fluctuation and stated the City's rate will decrease to 0.000769. He stated the City's proposed tax rate value is \$2,213,021,035 and presented a comparison of City property tax rates with past years. The tax rate is the lowest it has been, indicating a healthy economy.

14.C. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.37 Business Park Zone.

Mr. Mumford presented the item and explained that the proposed ordinance divides the Business Park into three zones: Light Manufacturing/Distribution (LMD), Medical/Educational Campus (MEC), and Office Professional (OP).

The proposed amendment has been changed from the amendment presented during the June 2, 2020 City Council Meeting. Public or Private Colleges/Universities are now permitted in OP zone with a footnote that states, "Large universities or colleges are generally not appropriate in this zone, as they may take up significant space. Satellite universities/colleges, however, that are smaller in scale, are appropriate." Hillside Development and Sensitive Lands verbiage has been amended to "Development near natural washes must include significant setbacks from the edge of

the wash to any structure, unless approved improvements to the wash allow for smaller setbacks. Utility corridors and natural washes shall be preserved and deeded to the City whenever possible for trails and open space or wildlife corridors.”

Councilmember Love thanked Mr. Mumford for the changes regarding satellite universities.

14.D. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.51 Warehouse Farming Overlay Zone.

Mr. Mumford presented the item and noted the Municipal Code Chapter number had been changed from what had been publicly noticed. The Planning Commission recommended approval of the Warehouse Farming Overlay Zone to the City Council on November 12, 2019. Staff received feedback from the Utah Department of Agriculture and Food Industrial Hemp and Medical Cannabis Program Manager. Discussion was held with the City Council on June 2, 2020.

The adoption of the Warehouse Farming Overlay Zone would allow for locational control. Rezoning would be required and application of the overly may cause disagreements with landowners. The adoption of warehouse farming as a special use in the Industrial and Agricultural Zones would not require rezoning. However, there would be less locational control and warehouse farming would be allowed in all agriculturally zoned areas.

Potential locations for warehouse farming include near the Wastewater Treatment Facility, mink and pig farms, Pole Canyon Industrial Park, South Business Park/Industrial Area, or future annexation areas west of the Regional Commercial area near Wride Memorial Highway. The potential negative impacts of warehouse farming are odors, theft/safety, aesthetics, excessive use of water, and/or light pollution.

Staff proposes the additional requirement that facilities utilize an air filtration and ventilation system or odor mitigation technology such as activated carbon filtration and electrostatic precipitation or negative ion generation to appropriately mitigate odors from impacting surrounding uses. The system shall prevent odors generated from the facility from escaping onto neighboring properties, such that the odor cannot be detected by a reasonable person of normal sensitivity at the property line.

Warehouse Farming Overlay Zone allowed uses included Cannabis Production Establishment or Cannabis Cultivation Facility and Warehouse Farm. Recommended setbacks standards are 1,000 feet from schools, religious buildings, daycares or preschools, parks; 600 feet from property zoned for residential uses; and 600 feet from the nearest dwelling unit. Architectural requirements include a contemporary appearance with clean lines and elements, vertical and horizontal articulation or modulation, and textures and materials to reduce the apparent scale of large building walls. Metal may be used along with other materials. The use is only allowed inside permanent structures and not allowed in shipping containers, unless located inside a larger permanent structure. The current recommendation is a 35 feet maximum height, if within fifty feet from a Residential Zone, and a maximum of 5 stories high, if more than fifty feet from a Residential Zone. The new recommendation is a maximum of 35 feet regardless of location. State Code currently caps

cultivators at 8 and all 8 cultivator licenses have been issued to cultivators located in other Utah cities. A provision permits the State to increase cultivator licenses to up to 15 licenses, if desired.

Councilmember Gray verified the 600-foot requirement was equal to the distance required for alcohol sales and expressed concern that a 600-foot distance from residential zones and dwelling units was insufficient.

Mr. Mumford explained the removal of open space from the language requiring a 1,000-foot buffer was due to the amount and variety of open space areas within the City.

Councilmember Clark advocated for strict odor regulations and verified that outdoor cannabis production was prohibited. She asked if the City Council could limit the number of cannabis warehouses within the City to one.

Councilmember Love concurred with Councilmember Gray regarding increasing the residential setbacks and stated odor mitigation would help address concerns. She verified that the warehouse farming overlay would be inappropriate for the Agricultural Rural Density Zones due to setback requirements and asked if the landowners could request the overlay for any Agricultural or Industrial Zoned property, even if the property was not located in an area where the City did not prefer the use.

Mr. Mumford stated the overlay verbiage could include prescriptive language denoting preferred and inappropriate locations within the City for this use, as has been indicated for other zones within the City.

City Attorney Jeremy Cook explained the State outlined minimum setback requirements.

Councilmember Clark concurred with the desire to increase the setback requirements, especially due to unpleasant odor concerns.

14.E. [ORDINANCE – An Ordinance of Eagle Mountain, Utah, Amending Chapter 15.105.020 General Provisions of the Eagle Mountain Municipal Code for Flood Damage Prevention.](#)

Ms. Kofoed explained that Federal Emergency Management Agency (FEMA) notified the City of the need to update the Flood Damage Prevention ordinance.

City Engineer Chris Trusty said the current ordinance states no flood studies have been conducted and the adoption of the ordinance will indicate a study has been conducted within Utah County, and no flood plains have been identified within the City.

15. [MOTION](#)

15.A. [ANNEXATION – Acceptance of the Butterfield Annexation Petition for Further Review.](#)

A petition for the Butterfield Annexation was submitted to the Recorder's Office on June 3, 2020. The annexation area is 204.69 acres and is located directly west of the Arrival subdivision, Utah County Parcels 58:044:0011 and 58:044:0012. The first action for consideration is the acceptance or denial of the petition by the City Council. This will begin the 30-day review period for certification, after which the annexation will be noticed to interested parties and may be approved by the City Council at a future meeting.

Ms. Kofoed explained annexations require immediate action to allow for further review before adoption, otherwise the annexation is deemed accepted by the City. She stated the applicant plans to develop 20 acres of the property, and the applicant provided an overlay depicting lot divisions for the desired development. The project is within the City's annexation boundary map and has been designated as Open Space and Parks on the General Plan Future Land Use map. Access to the area is dependent upon the development of the Arrival subdivision.

Ms. Kofoed explained the process regarding the annexations, including the certification requirement study, public notifications, and how objections are voiced and considered.

Councilmember Curtis inquired if the annexation petition could impact land value. Ms. Kofoed stated the land could be adopted as agricultural land and could have an impact on land value.

Applicant representative Kim Rindlisbacher stated the value of the property has already been determined and said the annexation request is not intended as an attempt to increase land value. He said they have banked water with the City, and the purpose of the development is to make use of the water rights.

Councilmember Gray asked if the annexation and development would impact the wildlife corridor. Ms. Kofoed explained the material provided is preliminary and during the certification process, staff will research the potential impacts of the annexation and will be better able to discuss and address Council concerns as additional information is obtained. She stated accepting the petition does not approve the proposed residential development.

Mr. Rindlisbacher stated they are trying to create added value to the property. They were not notified regarding the open space designation for the area but are amenable to allowing the majority of the property to remain open space. He explained City standards require a minimum of 160 acres of land be included in an annexation petition; in order to develop the 20 acres, the annexation needs to include the entire property. He stated he is meeting with the owners of the Arrival subdivision to determine access to the property and expressed frustration regarding having not been notified of the land being designated as open space on the General Plan.

Mr. Mumford explained that during the General Plan update process, the Planning Commission, City Council and staff discussed and examined land designated high priority or medium priority on the Camp Williams Army Compatible Use Buffer map and designated it as Parks or Open Space in order to implement the recommendations of Joint Land Use Study. He stated the City Council could approve other land uses in those areas, if desired.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. The meeting was adjourned at 6:30 p.m.

7:00 P.M. POLICY SESSION – ELECTRONIC MEETING VIA LIFESIZE

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love.

CITY STAFF PRESENT ELECTRONICALLY: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; Fionnuala Kofoed, City Recorder; Jeremy Cook, City Attorney; Elizabeth Fewkes, Recording Secretary; Steve Mumford, Assistant City Administrator/Community Development Director; Michael Hadley, Planning Manager; Pete Kane, Long-Range Planning Manager; Chris Trusty, City Engineer; Aaron Sanborn, Economic Development Director; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; Ross Fowlks, Fire Chief; Jessa Porter, Planner; Brad Hickman, Parks and Recreation Director; and Angela Valenzuela, Human Resource Manager.

4. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:05 p.m.

5. PLEDGE OF ALLEGIANCE

City Recorder Fionnuala Kofoed led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

Ms. Kofoed explained the procedural adjustments to the electronic meeting held via Lifesize and live streamed through Granicus and the proposed interim adjustments to practices relating to City Council Policy Meetings. She stated City Hall is open to the public for meeting attendance and that social distancing standards will be maintained. She explained the options to make public comment and public hearing comments in-person at City Hall or via phone or email.

Information items:

- Road Closure: In connection with the Limitless Supercar Shootout event on June 27, 2020, Eagle Mountain Boulevard will be closed to traffic from approximately 10:00 a.m. to 1:00 p.m. The event will not be open to the general public this year due to COVID-19 restrictions but will be streamed live on Facebook. More details to be announced.
- Seniors Meal Pick Up: Free meals for seniors are available for curbside pickup Monday through Thursday at the Senior Center. Visit the City website calendar for details.
- Free Water Checks: Utah State University offers free irrigation system checks at residences in Eagle Mountain, which may help you save money on your water bill. Sign up at www.emcity.org/waterchecks.

- 2020 Census: Door-to-Door Census takers will be in Eagle Mountain for the next few months. Census Takers will always present a badge with a U.S. Department of Commerce watermark and expiration date before collecting information. They will also have other Census-issued materials or items such as a bag or laptop and will never ask for banking or credit card information. If you would like to respond before Census takers visit your home, you can quickly and securely respond online at www.my2020census.gov.
- COVID-19 Yellow Phase: For guidelines in the yellow phase of COVID-19 response, please visit www.coronavirus.utah.gov.

For details about these and other upcoming events, please visit the City website at www.emcity.org/event. To receive city notifications, including emergency info, news, events, and traffic alerts, sign up at www.emcity.org/notifyme.

7. PUBLIC COMMENTS

Jason and Kerry Allen submitted an email comment to be shared with the City Council: My wife and I wanted to send a quick note about the recent Pony Express Days—Home Edition. We wanted to thank the staff that put this fun event on. They did such a great job adapting it to be done from home during these difficult times. The activities were fun, and the prizes were awesome. Our family loved being able to participate in the events and looked forward to them every day. Kudos to all involved!

8. CITY COUNCIL/MAYOR'S ITEMS

Mayor Westmoreland expressed appreciation to residents and staff for their adaptability and efforts to make the most of a difficult situation during the Pony Express Days at-home celebration.

Councilmember Gray

Councilmember Gray stated the rodeo was a success and that several event entities from other cities attended to see how Pony Express Events held the event in accordance with State social distancing guidelines. Many people expressed appreciation for the rodeo, especially those whose livelihood has been impacted by the cancelation of events due to the pandemic.

Councilmember Curtis

None.

Councilmember Clark

Councilmember Clark stated she attended the rodeo and commended Pony Express Events for all their hard work and expressed appreciation for the efforts to meet health guidelines. She thanked Communications and Community Relations Director Linda Peterson and Digital Communications Specialist John Zierow for their efforts to provide emergency and essential information to City residents. She also expressed appreciation to Streets and Storm Water Manager Zac Hilton and his team for their efforts to apply resurfacing treatments to City streets, the video explaining the

purpose of the treatments, and helping to resolve the resulting accessibility issues for residents with special needs.

Councilmember Burnham

Councilmember Burnham expressed appreciation to Pony Express Events for their efforts. She said Eagle Mountain City is a great City to live in and she is happy to be a part of it.

Councilmember Love

Councilmember Love also thanked staff and Pony Express Events. She expressed appreciation to the firefighters for their hard work and efforts in Saratoga Springs and Eagle Mountain to quickly extinguish the two wildfires on the previous Saturday and to protect residents and their homes.

Mayor Westmoreland

Mayor Westmoreland thank firefighters for their efforts and expressed appreciation for being a part of Unified Fire Authority and United Fire Service Area and the resulting benefits and resources to assist local firefighters.

CONSENT AGENDA

9. BOND RELEASES

9.A. Eagle Point Phase G, Plat 1 – Into Warranty

9.B. Harmony Phase A, Plat 2 – Into Warranty

9.C. Overland Phase C, Plat 1 – Into Warranty

9.D. Spring Ridge Church Lot – Into Warranty

9.E. Brandon Park Phase A, Plat 1 – Out of Warranty

9.F. Heatherwood Church Lot – Out of Warranty

9.G. Heatherwood Phase 3 – Out of Warranty

9.H. SilverLake Plat 16 – Out of Warranty

10. CHANGE ORDERS

10.A. Facebook Re-Use and Winter Storage Design and Construction Management Change Order #1 – Sunrise Engineering

11. MINUTES

11.A. June 2, 2020 – Regular City Council Meeting

12. RESOLUTIONS

- 12.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Policies and Procedures Manual and Adopting a Fraud Prevention Policy as Appendix B.
- 12.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Consolidated Fee Schedule for Central Water Project Water Use Rates.

13. SITE PLANS & PLAT AMENDMENTS

- 13.A. AutoZone Site Plan & Recorded Plat Amendment

MOTION: *Councilmember Curtis moved to approve the consent agenda, removing the portions of item 12.A. relating to the Policies and Procedures Manual, including Exhibit A, and directing the Recorder's Office to change "expressed concerns regarding" at the top of page 3 in the June 2, 2020 minute to "directed that engineering address issues and expectations regarding." Councilmember Clark seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.*

SCHEDULED ITEMS

14. ORDINANCES

- 14.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Adopting Final Budget Amendments for Fiscal Year 2019-2020.

Assistant City Administrator/Finance Director Paul Jerome reviewed the Final Budget Amendments for Fiscal Year 2019-2020 as presented during work session.

Mayor Westmoreland opened the public hearing at 7:27 p.m. No comments were submitted to the City Recorder's Office and no public was in attendance to make comment. As there were no comments, Mayor Westmoreland closed the hearing.

MOTION: *Councilmember Clark moved to approve an ordinance of Eagle Mountain City, Utah, adopting the final budget amendments for Fiscal Year 2019-2020. Councilmember Burnham seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.*

- 14.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Adopting the Eagle Mountain Fiscal Year 2020-2021 Budget and Certified Tax Rate.

Mr. Jerome reviewed the Eagle Mountain Fiscal Year 2020-2021 Budget and Certified Tax Rate as presented during the work session.

Mayor Westmoreland opened the public hearing at 7:32 p.m. No comments were submitted to the City Recorder's Office and no public was in attendance to make comment. As there were no comments, Mayor Westmoreland closed the hearing.

MOTION: *Councilmember Burnham moved to approve an ordinance of Eagle Mountain City, Utah adopting the Eagle Mountain Fiscal Year 2020-2021 budget and certified tax rate. Councilmember Clark seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.*

14.C. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.37 Business Park Zone.

Assistant City Administrator/Community Development Director Steve Mumford reviewed the item presented during work session. He expressed appreciation for resident involvement and efforts in preserving natural open space within the City.

Councilmember Gray expressed concern that a 50-foot setback could be insufficient in some instances. Mr. Mumford stated staff had previously considered a 100-foot setback; however, slope stability studies had recommended a 50-foot setback from the Tickville Wash in several areas and stated additional land may be allocated in order to install a trail system or the wildlife corridor.

City Attorney Jeremy Cook suggested amending the verbiage throughout Municipal Code to measure from the top of the bank instead of the edge of the wash.

Mayor Westmoreland opened the public hearing at 7:44 p.m. No comments were submitted to the City Recorder's Office and no public was in attendance to make comment. As there were no comments, Mayor Westmoreland closed the hearing.

MOTION: *Councilmember Burnham moved to approve an ordinance of Eagle Mountain City, Utah amending the Eagle Mountain Municipal Code Chapter 17.37 Business Park Zone. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.*

14.D. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.51 Warehouse Farming Overlay Zone.

Mr. Mumford reviewed the item presented during the work session and stated the Chapter number had been altered to fit appropriately within Municipal Code.

Mayor Westmoreland opened the public hearing at 7:54 p.m. No comments were submitted to the City Recorder's Office and no public was in attendance to make comment. As there were no comments, Mayor Westmoreland closed the hearing.

Councilmember Love expressed her preference to table the item to allow additional time to examine setbacks lengths, standards, and permitted location language.

Mr. Mumford stated the public had been informed the City is in the process of determining where the zone is appropriate.

Mr. Cook stated a risk in delaying the item is that should the City receive an application for cannabis farming during the interim before the adoption of the ordinance, the use would be permitted in any area of the City. He said as no State licenses are currently available, receiving an application is unlikely and stated the City Council may prefer to delay the item to verify that included standards reflect their intentions.

Councilmember Love stated her preference to include more prescriptive language regarding the appropriate areas where the overlay will be approved and clarified her preference for an overlay zone as opposed to a zone.

Councilmember Curtis requested staff guidance regarding how to best specify the Council's desires in City standards. Mr. Mumford suggested language to address location concerns and to clarify the Council's prerogative to reject an application due to safety, health, or other reasons that merit denial.

Discussion ensued regarding warehouse farming and options to address Council and potential resident concerns.

Mr. Cook suggested identifying specific property within the City as permitted warehouse farming locations and stated the City Council has latitude in denying rezone applications.

Councilmember Burnham expressed concern that designating specific locations within the City could become problematic should other uses be developed on the properties resulting in the lack of a designated area for the use which would, by default, allow for the use anywhere within the City. Mr. Cook stated the building out of the designated areas for the overlay zone could result in the use being permitted in other areas; however, due to the higher water costs compared to other cities, Eagle Mountain is unlikely to attract warehouse farming.

Councilmember Curtis asked if the standards could limit the number of warehouse farming facilities allowed within the City.

Mr. Cook said the State standards are unclear on limiting the number of locations. The State must be notified should the City receive more than one cannabis application, and the State may be unlikely to approve more than one use within the City; however, State guidelines also note that the City is not allowed to limit the distance between cannabis production facilities. He recommended approving two locations within the City for production, one in an agricultural area and one in an

industrial area, in order to meet State requirements and said the overlay zone can include more prescriptive standards than a zone.

Councilmember Burnham verified that the Warehouse Farming Overlay Zone can be applied to other warehouse farming uses. Mr. Mumford stated the overlay may be applied to other warehouse farming uses; however, due to the high cost of warehouse farming and the availability of agricultural land, the City is unlikely to attract other warehouse farm uses and those uses could be included in another zone, if desired.

MOTION: *Councilmember Love moved to table an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Chapter 17.51 Warehouse Farming Overlay Zone. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.*

14.E. [ORDINANCE – An Ordinance of Eagle Mountain, Utah, Amending Chapter 15.105.020 General Provisions of the Eagle Mountain Municipal Code for Flood Damage Prevention.](#)

Ms. Kofoed reviewed the item presented during the work session. She explained the purpose was to identify flood plain areas should residents need to apply for flood insurance; no flood zones have been identified within Eagle Mountain City.

MOTION: *Councilmember Burnham moved to approve an ordinance of Eagle Mountain, Utah, amending Chapter 15.105.020 General Provisions of the Eagle Mountain Municipal Code for Flood Damage Prevention. Councilmember Clark seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.*

15. [MOTION](#)

15.A. [ANNEXATION – Acceptance of the Butterfield Annexation Petition for Further Review.](#)

Ms. Kofoed reviewed the item presented during work session and stated the acceptance of the annexation petition for further review permits staff to examine the petition to verify it meets all requirements. She explained the process of the annexation petition review and public notifications procedures prior to the City Council vote for approval or denial at a future meeting.

Councilmember Curtis clarified for the benefit of the public that acceptance of the Butterfield annexation petition does not approve the annexation or proposed land use.

MOTION: *Councilmember Curtis moved to accept the Butterfield annexation petition for further review. Councilmember Clark seconded the motion. Those voting*

aye: Donna Burnham, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.

16. CITY COUNCIL/MAYOR'S BUSINESS

None.

17. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Burnham

Councilmember Burnham requested the Mayor and Councilmembers inform her of any concerns regarding the results of the Utah Transit Authority transit study. She stated she has a meeting with the Library Advisory Board tomorrow.

Councilmember Curtis

Councilmember Curtis said he met with the Eagle Mountain Chamber of Commerce and the small business COVID-19 pandemic relief checks have been distributed. He expressed gratitude to Facebook for providing relief aid, and for Tyson Foods, Direct Communications, and other Eagle Mountain business for their charitable contributions to the City. The Eagle Mountain Arts Alliance is working on a small library project in conjunction with the Library.

Councilmember Clark

Councilmember Clark stated Emergency Manager Jeff Weber will conduct a remote emergency planning meeting on Thursday evening in conjunction with representatives from the Utah County Sheriff's Office, UFA, the ham radio group, emergency communications for the City, and the Community Emergency Response Team to plan the programming for the rest of the year. She said a ham radio group licensing program was held a few weeks ago. She stated UFA emailed a survey for the Councilmembers to complete.

Councilmember Love

Councilmember Love thanked the Planning Commission for their efforts in preparing the zone amendments and AutoZone applicants for their consideration of the City Council's concerns.

18. COMMUNICATION ITEMS

18.A. Financial Report

18.B. Upcoming Agenda Items

19. ADJOURNMENT

MOTION: ***Councilmember Gray moved to adjourn the meeting at 8:30 pm. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.***

The meeting was adjourned at 8:30 p.m.

Approved by the City Council on July 7, 2020.

Fionnuala B. Kofoed, MMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 7, 2020**

TITLE:	SITE PLAN - Dollar Tree		
ITEM TYPE:	Site Plan		
FISCAL IMPACT:	N/A		
APPLICANT:	Ryan Forsythe		
GENERAL PLAN DESIGNATION Community Commercial	CURRENT ZONE Commercial	ACREAGE 1 ac.	COMMUNITY The Ranches

PUBLIC HEARING:

No

PREPARED BY:

Michael Hadley, Planning

PRESENTED BY:

Michael Hadley

RECOMMENDATION:

The recommended motions are provided for the benefit of the City Council and may be read or referenced when making a motion. The City Council has the option to recommend approval, recommend approving with conditions, table, or recommend denial of the application, and should make one of the following motions: I move that the City Council approve the Dollar Tree site plan with the following conditions:

1. The applicant shall work with staff and the City Council on an agreement to allow right-of-way monument signage representing multiple business in the commercial development;
2. No light poles should be installed on the rear portion of the property that would adversely affect the residential homes.
3. Lighting should be located on the back of the building.
4. Any conditions that the City Council deems appropriate.

BACKGROUND:

The applicant has submitted updated plans since the Planning Commission meeting the updated plans are attached to this report. This application is for a Site Plan located in Carson Commercial development Lot 1 – approximately 2.0 ac in size. The Carson Commercial Master Site plan development was approved by the City Council on August 6, 2019. This proposed project is for a Dollar Tree

store. This application is being proposed along with the 7-Eleven site plan application. Both site plans are proposed on Lot 1 of Carson Commercial. The 2-acre lot has enough acreage for both site plans. The applicant is interested in dividing the 2-acre lot into 1 acre lots. The agreement between the land owner and the applicant requires that any modification of the Carson Commercial Lot 1 will require the applicant to pay for any fees associated with the modification of the lot. Since the Carson Commercial plat 3 has not yet been recorded the dividing of lot 1 could be processed as a final plat.

ITEMS FOR CONSIDERATION:

1. ARCHITECTURAL FEATURES AND DESIGN - Since the Planning Commission meeting, the applicant has added more architectural design and features to the proposed building to better conform with city code.
2. BUILDING LOCATION AND PARKING - the building has been placed a little back from the road to allow for an access/exit lane to allow for better flow between the 7-Eleven and Dollar Tree, the parking has been moved to the side and rear.
3. SIGN DESIGN - Sign should be designed to conform to city standards.

BUILDING & COMMERCIAL DESIGN STANDARDS 17.72

The building square footage is 10,000, the building renderings and elevations have been submitted. The proposed design uses different and acceptable materials. The applicant has added more variety of materials to break up the siding better.. Per city code 17.72.040E-1 additional architectural detailing should be added. Some type of architectural detail like awnings should be added to break up the stucco and windows which the applicant has done. The building is consistent with the other buildings in the Commercial development in the area. EMMC 17.72.040–F2 states: 2. All commercial buildings shall avoid large panelized products or featureless surfaces. Commercial buildings shall utilize an appropriate mixture of building materials on all sides, including brick, rock, fiber/cement siding, wood, glass, stucco, and colored architectural CMU (concrete masonry unit). Stucco may not be used on more than 50 percent of a building. Metal, plain CMU, or other materials deemed appropriate by the planning commission and city council may be used as accents only. EMMC 17.72.040-2G for building colors states: G. Building

Color. Buildings should not be restricted to using desert landscape colors, such as beige, tan, grays, browns, etc. A wide palette of colors is recommended, excluding any neon, ultra-bright, or reflective colors. A building's color palette should be similar to that of significant neighboring structures. Franchise colors and elements may be incorporated, but shall not overpower the architectural form/theme of the building and/or development. It is up to the Planning Commission and City Council to determine if the materials and colors of the Dollar Tree are similar to the neighboring structures in the commercial development area. Minor deviations from these elevations, still in compliance with the Design Standards, require approval by the Planning Director.

PARKING EMMC 17.72.030 (B)

Locate surface parking to the side or the rear of buildings. Parking should not be located between any commercial building and the street. This is especially important on corners. Large 30,000+ square-foot buildings shall follow the same standard, or be designed with pad site buildings along the street edge to screen the expanse of pavement.

The requirement for retail establishment parking is one stall per 300 sq ft of gross floor area (minimum) and one stall per 200 sq ft of gross floor area (maximum), per EMMC Table 17.55.120(c). This project is required 34 stalls and 2 ADA stalls (minimum) / 50 stalls and 2 ADA stalls (maximum). The proposed store has a total of 34 stall with 2 ADA stalls. Parking should be in the rear and sides of the building.

LANDSCAPING EMMC 17.60

The applicants have designed the site according to City standards. The Dollar Tree will be responsible for the landscaping on the Dollar Tree site. All plants and trees are drought tolerant. Headlight screening will be required with a combination of berming and vegetation. Plants need to be added to the site plan between the sidewalk and the street. Currently it is only showing rock.

LIGHTING EMMC 17.56

A lighting plan has been submitted to staff (EMMC 17.56 Outdoor Lighting). Lights must be shielded downward and the light source may not be visible from surrounding properties. No light poles should be installed on the rear portion of the property that would adversely affect the residential homes.

SIGNS EMMC 17.80

Any proposed signs will require a sign permit(s) prior to any construction. Staff recommends that the sign contain a maximum height of 5 ft, as required by EMMC 17.80.070-C-3, and the maximum sign copy is 32 sq. ft. The sign should have stone up one side to maintain consistency with other signage in the development area. EMMC 17.80.070-C-3 states, "The materials and design shall be consistent for each sign in the development/project.". The sign must have dimming technology that automatically adjusts the display brightness based on light conditions. Pylon signs are not permitted in Eagle Mountain. Rock/Stone/Brick is added to the base 2' up from bottom and one side of monument sign as required by city code (17.80.070B).

REQUIRED FINDINGS:

Site Plan approvals are based upon compliance with City Code requirements and requirements of any applicable development agreements. The approval criteria for a site plan can be found in EMMC 17.100.020 which states "The site plan procedure establishes a process to evaluate proposed projects, ensuring that development will occur in a safe, functional manner and will not create nuisances for adjacent landowners."

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommended approval to the City Council with the following conditions.

The applicant shall meet the lighting code standards in EMMC 17.56 and present a compliant lighting plan with an updated lumen count to the City Council;

1. The applicant shall work with staff and the City Council on an agreement to allow right-of-way monument signage representing multiple business in the commercial development;
2. The plan shall comply with the architectural standards found in EMMC 17.72.040(D); and
3. The applicant shall submit a landscaping plan in compliance with EMMC 17.60.

ATTACHMENTS:

[Dollar Tree Site Plans](#)

[Dollar Tree Elevations](#)

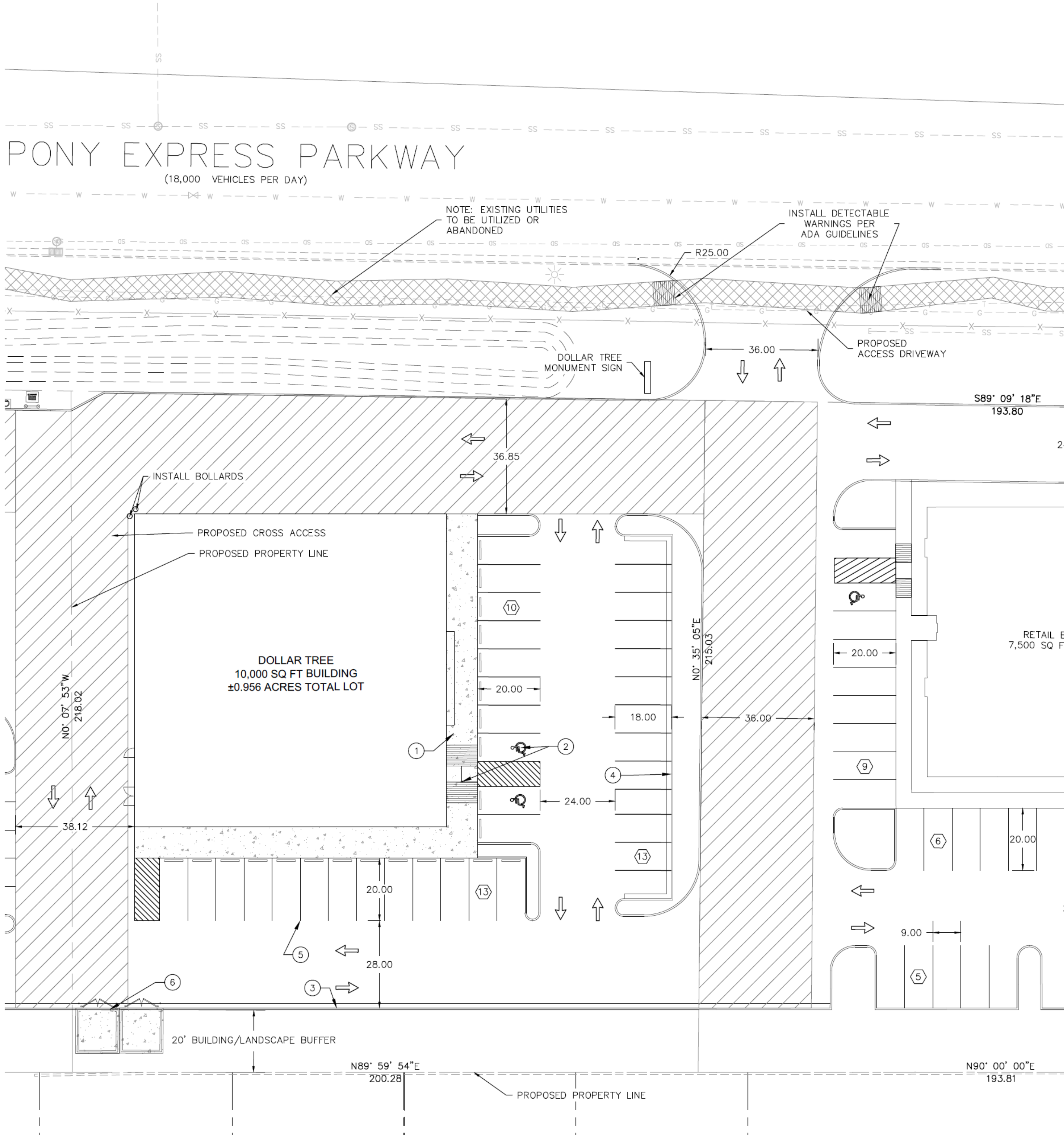
[Dollar Tree Landscape Plan](#)

[05.12.2020 Planning Commission Minutes - Dollar Tree & 7-Eleven](#)

[05.26.2020 Planning Commission Minutes - Dollar Tree](#)

NOTE: ALL APPLICABLE ELEMENTS OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES WILL BE ADHERED TO.

PROJECT ENGINEER:
NAME:
LARVIN POLLOCK
ELEVATE ENGINEERING
ADDRESS:
492 WEST 1200 NORTH
SPRINGVILLE, UT 84663
(801) 718-5993
LARVIN@ELEVATENG.COM



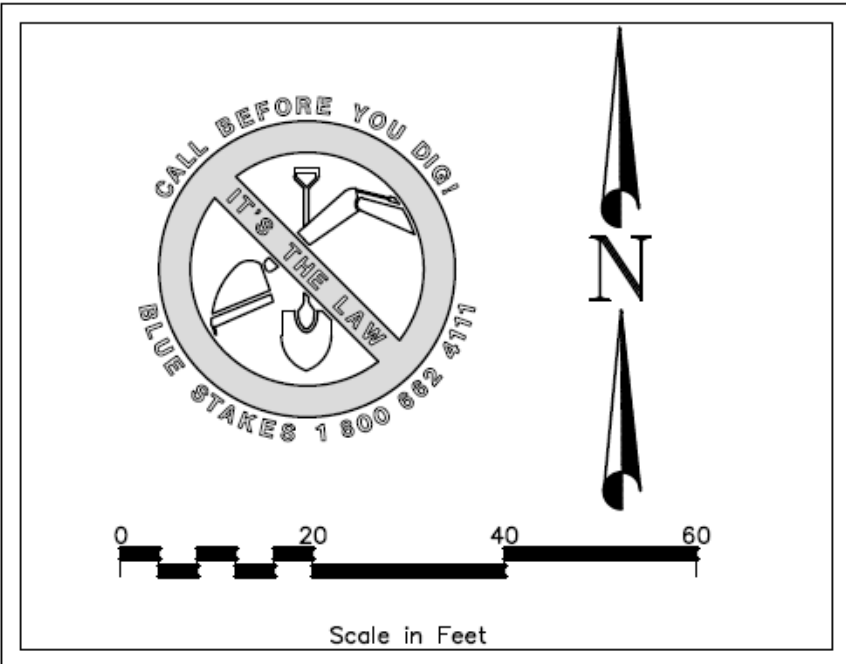
- GENERAL NOTES:
1. CONTRACTOR TO NOTIFY BLUE STAKES PRIOR TO CONSTRUCTION
 2. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITY LINES AND STRUCTURES PRIOR TO CONSTRUCTION
 3. ALL PROPOSED WATER LINES TO HAVE A MINIMUM OF 5' OF COVER
 4. ALL SEWER, WATER AND STORM DRAIN PIPES SHALL BE BACKFILLED WITH SELECT GRANULAR FILL AS PER CITY STANDARDS
 5. ANY OFF SITE DAMAGE TO EXISTING ASPHALT, CURB & GUTTER, LANDSCAPING AND ALL UTILITIES TO BE REPLACED IN KIND
 6. SEE UTILITY PLAN FOR CONSTRUCTION OF SEWER AND WATER LINES
 7. ALL WORK TO BE ACCORDING TO CITY STANDARDS

LEGEND

LOT LINES (PROPERTY)	
EXISTING CURB AND GUTTER	
PROPOSED CURB AND GUTTER	
EXISTING FENCE	
INVERT ELEVATION	IE
TOP OF ASPHALT	TA
TOP BACK OF CURB	TBC
PROPOSED	PROP
EXISTING	EX
FINISHED GRADE	FG
FINISHED FLOOR ELEVATION	FFE
LANDSCAPE AREA	
CONCRETE AREA	
SHARED DRIVE ISLE	

SITE DATA	
DOLLAR TREE LOT AREA:	43,653 SF (1.00 ACRES)
BUILDING AREA:	10,000 SF± 22.9%
PAVEMENT AREA:	28,571 SF± 65.5%
LANDSCAPE AREA:	5,082 SF± 11.6%
ZONING: COMMUNITY COMMERCIAL PERMITTED USE	
BUILDING DATA	
CONSTRUCTION TYPE: V-B	
SPRINKLERS: NO	
SETBACKS:	
FRONT=20 FEET	
REAR=20 FEET	
SIDE=0	
PARKING TABULATION (DOLLAR TREE)	
REQUIRED: 1 STALL PER 300 SQ. FT. (33 STALLS)	
PROVIDED: 36 STALLS 2 ADA STALLS	

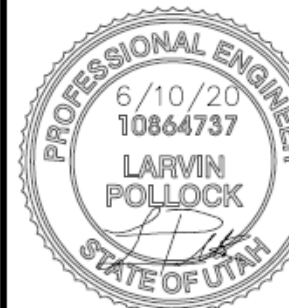
- NOTES:
1. PROPOSED 10' INTEGRAL WALK & CURB PER DETAIL 1, SHEET C-4.
 2. ALL HANDICAP STALLS AND RAMPS TO BE INSTALLED PER ADA AND APWA STANDARDS. SEE SHEET C-4 FOR DETAILS.
 3. PROPOSED CURB & GUTTER TYPE E PER APWA STANDARD PLAN 205. SEE SHEET C-4 FOR DETAILS.
 4. PROPOSED CURB TYPE P PER APWA STANDARD PLAN 209. SEE SHEET C-4 FOR DETAILS.
 5. PAINT 4" SOLID YELLOW PAINT STRIPE AS SHOWN (TYPICAL).
 6. PROPOSED DUMPSTER LOCATION. SEE SHEET C-4.



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ENGINEERING

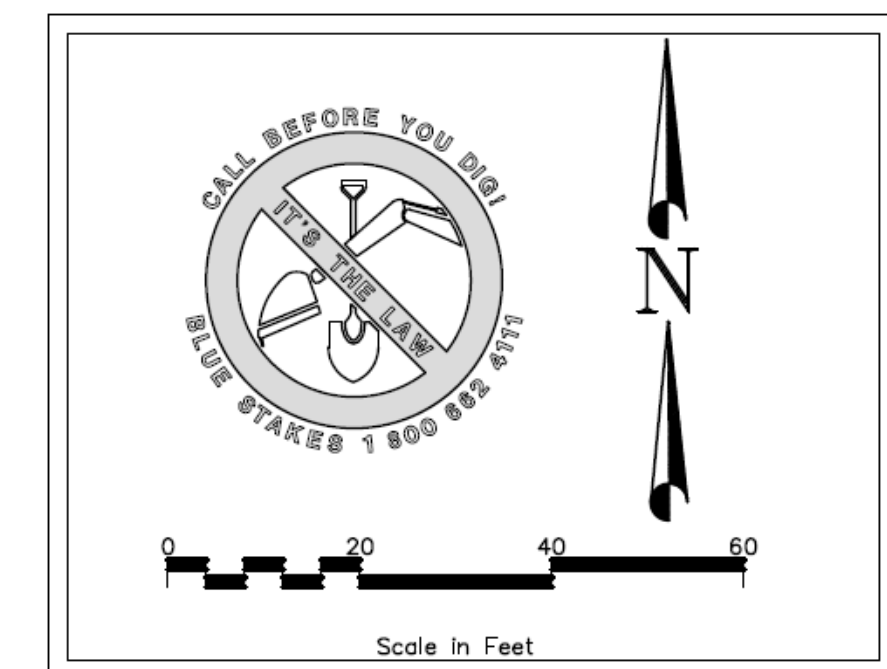
DOLLAR TREE EAGLE MOUNTAIN
SITE PLAN
6400 N & PONY EXPRESS PKWY EAGLE MOUNTAIN, UT 84005



SHEET:
C-1
DATE: Jun 10, 2026

VACANT LOT

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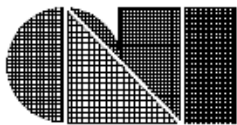


DOLLAR TREE EAGLE MOUNTAIN
CONTEXT PLAN
6400 N & PONY EXPRESS PKWY EAGLE MOUNTAIN, UT 84005

SHEET:
C-1.1
DATE: Jun 10, 2020

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PROJECT ENGINEER: LP	DESIGNER: DL
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ARCHITECT'S PROJECT # 20061

Project -
PROPOSED DOLLAR TREE
FOR
LEADING TECH DEVELOPMENT, LLC
EAGLE MOUNTAIN, UTAH

Sheet Description -
ELEVATIONS

Seal

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Drawn By:
J. ZINK

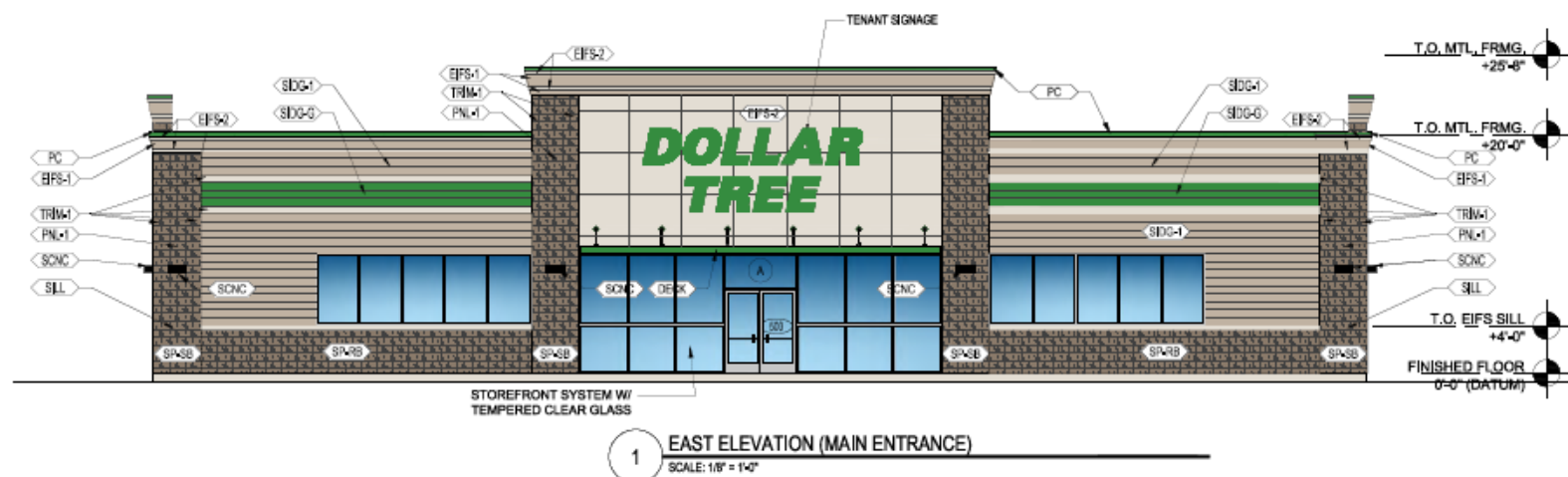
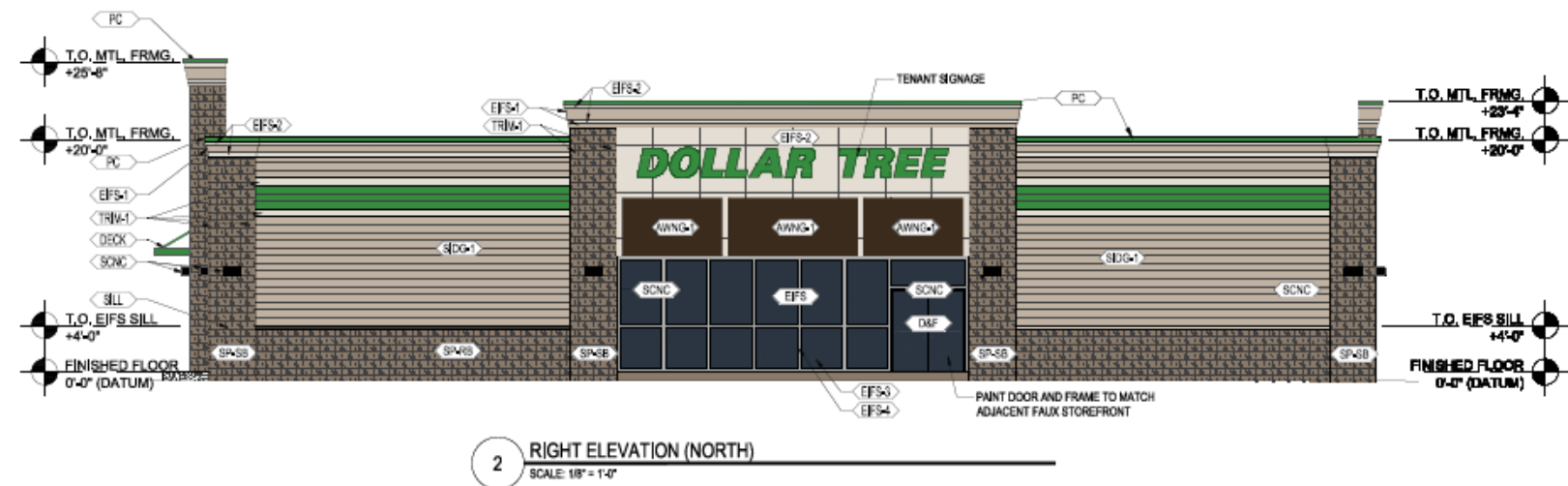
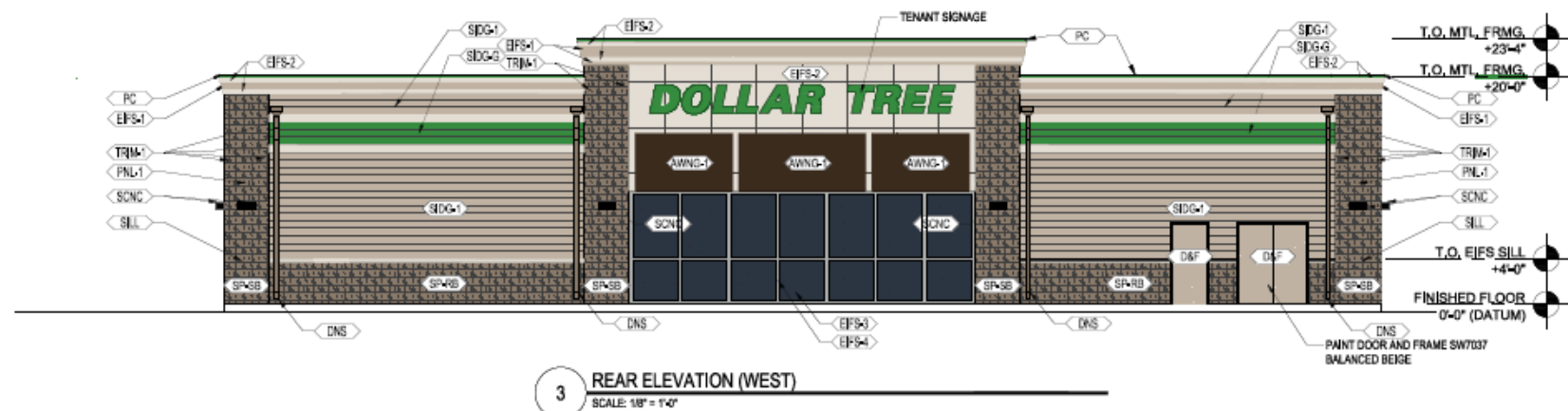
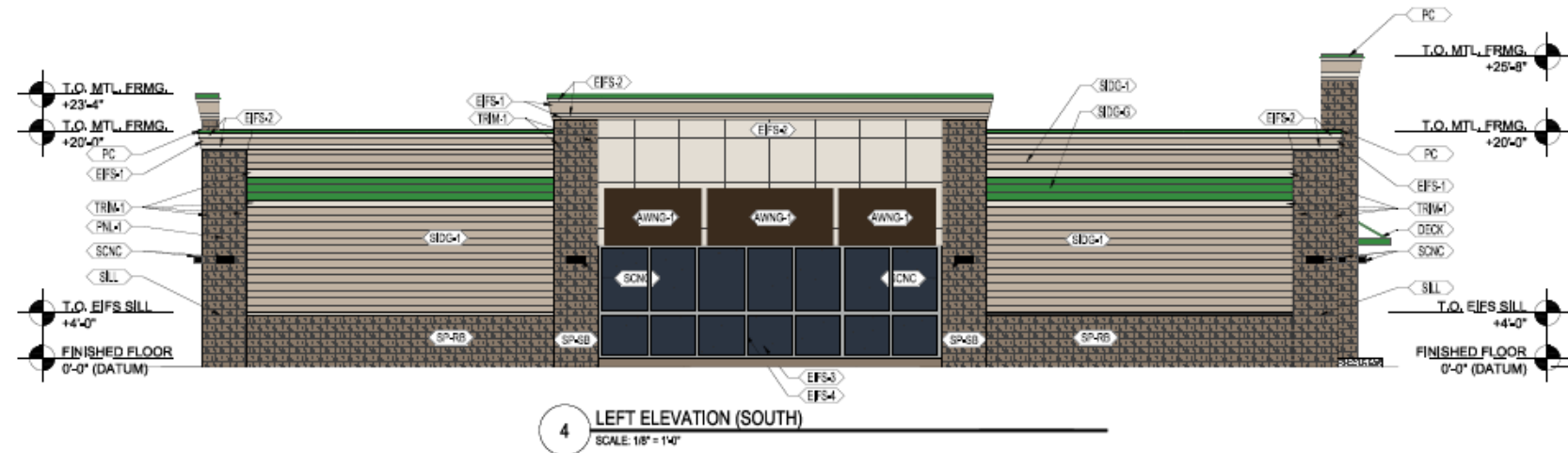
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Revisions:

Date:
04/27/2020

Sheet No.

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ELEVATION LEGEND

KEYNOTE	HATCH	DESCRIPTION	COLOR
SP4B		SPLIT FACED CMU VENEER • RUNNING BOND	SHERWIN WILLIAMS - 'VIRTUAL TAUPE' - SW7039, SATIN PAINT
EF5-1		EF5 • COLOR 1 (FINISH • PRODUCT STO 310)	STO 'SANDSTONE' 93860 (NA10-0052) • SHERWIN WILLIAMS - 'BALANCED BEIGE' SW7037
EF5-2		EF5 • COLOR 2 (FINISH • PRODUCT STO 310)	STO 'SMOKED PUTTY' 93240 (NA10-0053) • SHERWIN WILLIAMS - 'AESTHETIC WHITE' - SW7035
EF5-3		EF5 • (FINISH • PRODUCT STO 310)	STO OR SHERWIN WILLIAMS COLOR SW9179 'ANCHORS AWAY'
EF5-4		EF5 • (FINISH • PRODUCT STO 310)	STO OR SHERWIN WILLIAMS COLOR TO MATCH STOREFRONT FRAME
SDNG-1		8" PROFILE FIBER CEMENT LAP SIDING - SMOOTH FINISH	SHERWIN WILLIAMS - 'BALANCED BEIGE' - SW7039, SATIN PAINT
SDNG-2		8" PROFILE FIBER CEMENT LAP SIDING - SMOOTH FINISH	SHERWIN WILLIAMS - 'ENVY' - SW9925, SATIN PAINT
PNL-1		FIBER CEMENT PANEL SIDING • SMOOTH FINISH	SHERWIN WILLIAMS - 'BALANCED BEIGE' SW7037
TRIM-1		FIBER CEMENT TRIM - SMOOTH FINISH	SHERWIN WILLIAMS - 'AESTHETIC WHITE' - SW7035
SILL		3 3/8" x 3 5/8" EFS SILL W/ BEVEL • SEE DETAIL 7/A-2.1	STO 'SMOKED PUTTY' 93240 (NA10-0053) - SHERWIN WILLIAMS • 'AESTHETIC WHITE' - SW7035
PC		24 GAUGE KYNAR COATED METAL COPING (PROVIDED BY METAL BUILDING MANF.)	SHERWIN WILLIAMS - 'ENVY' - SW9925
DNS		PRE-FINISHED METAL COLLECTOR HEAD & DOWNSPOUT (SIZED & PROVIDED BY METAL BUILDING MANF.)	SHERWIN WILLIAMS - 'VIRTUAL TAUPE' - SW7039
DECK		3'-0" METAL DECK CANOPY • HANGER ROD SUPPORTED W/ 8" FASCIA - SUPPLIED & INSTALLED BY SIGN VENDOR • GC TO PROVIDE & INSTALL WALL BOLTS (SEE A-4.0)	SHERWIN WILLIAMS - 'ENVY' - SW9925
AWNG-1		FABRIC AWNING ON METAL FRAME	FABRIC COLOR EQUAL TO SERGE FERRARI SOLITS PROOF 502 (PRECONTRACT SATIN) AWNING WALNUT STAIN S02V2-2137C FRAME COLOR TO BE BLACK
SCNG		LSI LED PATRIOT WALL SCONCE @ 8'-8" A.F.F. (SEE ELECTRICAL)	BRZ - 'BRONZE'
DF	N/A	STEEL DOOR & HOLLOW METAL FRAME	SEE ELEVATIONS
+	STOREFRONT TYPE (REFER TO SHEET A1.0)	PAINTING NOTES: CMU - (1) COAT OF S-W LOXON BLOCK SURFACER A24W200 (OR EQUAL), (2) COATS OF S-W CONPLEX XL ELASTOMERIC HIGH BUILD COATING, A5-400 SERIES (OR EQUAL)	
59	DOOR NUMBER (REFER TO SHEET A1.0)	METAL - (2) COATS OF S-W METALTEX ACRYLIC SEMI-GLOSS (B42 SERIES)	
		LINTELS - PAINT STOREFRONT LINTELS PER 'METAL' NOTE ABOVE WITH SHERWIN WILLIAMS 'BALANCED BEIGE' SW7037 AFTER PRIMING WITH (1) COAT OF S-W PRO INDUSTRIAL PRO-CRYL UNIVERSAL PRIMER (B66-310 SERIES)	

Plant List (TREES)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
6		Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2" Caliper 8'-10" Height	Full Head Crown Straight Trunk
1		Malus sp. 'Spring Snow'	Spring Snow Crab	2" Caliper 10'-12" Height	Full Head Crown Straight Trunk
1		Pinus nigra 'Arnold's Sentinel'	Columnar Austrian Pine	6'-8" Height B 4 B	Full Throughout Specimen
5		Pyrus calleryana 'Chanticleer'	Chanticleer Flowering Pear	2" Caliper 8'-10" Height	Full Head Crown Straight Trunk

Plant List (SHRUBS)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
6		Berberis thunbergii 'Crimson Pygmy'	Crimson Pygmy Barberry	5 Gallon	15"-18" Height
11		Caryopteris clandonensis	Blue Mist Spiraea	5 Gallon	18"-24" Height
13		Physocarpus o. 'Summer Wine'	Summer Wine Ninebark	5 Gallon	24"-30" Height
14		Rhus aromatica 'Grow-Low'	Grow Low Sumac	5 Gallon	18"-24" Spread
3		Rosa 'Knock Out Red'	Knock Out Red Rose	5 Gallon	18"-24" Height
3		Rosa 'Meidiland Red'	Red Groundcover Rose	5 Gallon	18"-24" Spread
1		Spiraea bushiana 'Goldmound'	Goldmound Spiraea	5 Gallon	15"-18" Height
5		Spiraea japonica 'Neon Flash'	Neon Flash Spiraea	5 Gallon	15"-18" Height
1		Yucca filifera 'Golden Sword'	Golden Sword Yucca	5 Gallon	15"-18" Height

Plant List (ORNAMENTAL GRASSES)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
11		Calamagrostis a. 'Avalanche'	Avalanche Feather Grass	5 Gallon	24"-30" Height
14		Calamagrostis a. 'Foerster'	Foerster Feather Grass	5 Gallon	24"-30" Height
10		Miscanthus sinensis 'Gracillimus'	Maiden Grass	5 Gallon	24"-30" Height
1		Pennisetum alopecuroides 'Hensel'	Hensel Fountain Grass	5 Gallon	15"-18" Height

Plant List (PERENNIALS)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
3		Agastache 'Sunset'	Sunset Hyssop	1 Gallon	Full Can
1		Hemerocallis 'Stella d'Oro'	Stella d'Oro Day Lily	1 Gallon	Full Can
9		Salvia 'East Friesland'	East Friesland Sage	1 Gallon	Full Can

** Plant material quantities are provided for convenience in bidding ONLY!! The contractor shall provide and install all plant materials either shown or noted on the plans, and of the sizes and heights specified.

Legend

Symbol	Description	Remarks
	Landscape Boulder / 3'-4" Min. Size / Individually Placed	Boulder Type And Color Shall Be From Nearest Local Source. Blonde-Tan Colored Quartzite, Block Edges (Not Rounded).
	4" x 6" Extruded Concrete Mowstrip / Natural Color	Install In Straight True Lines And Uniform Curves, 4" Between All Lawn And Shrub Areas. Compact Sub-grade To 92% Prior To Installation.
	New Lawn Area / Water Conservative Mixture	Install In Areas Shown Over A 6" Inch Depth Of Import Topsoil. Top Of Lawn To Be 1" Inch Below Finish Grade Of Concrete Surfaces.
	Rock ONLY Area / Cobble / 4" Minus Size / 'Nephil Gray'	Install In Areas Shown To A Depth Of 6" Inches Over 'Dewitt' Brand Weed Barrier Fabric. Submit Gray Sample For Approval.
	New Shrub - Rock Area / 1 1/2" Min. Size / Earthtone Color	Install In Areas Shown To A Depth Of 4" Inches Over 'Dewitt' Brand Weed Barrier Fabric. Rock To Match Adjacent South Property.

Planting Notes

- All lawn areas shall receive a 6 inch depth of topsoil, shrub areas 4 inch depth. If topsoil is not available at the site, it must be imported from an approved local source. All topsoil shall be of a sandy loam consistency. Provide a chemical analysis of all topsoil for approval.
- Prior to placement of topsoil, all subgrade areas shall be loosened by scarifying the soil to a depth of 6 inches, by the use of mechanical means. In order to create a transition layer between existing and new soils.
- All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site.
- Plant backfill mixture shall be composed of 3 parts topsoil to 1 part humus additive (Soil Fepor equal), and shall be rotary mixed on-site prior to installation.
- Plant fertilizer shall be 'Agriform' brand 21 gram tablets used as per manufacturers recommendations.
- Upon completion of planting operations, all shrub pits and tree wells shall receive a 4 inch depth of shredded bark mulch mixture as a cover. The overall shrub beds themselves (beyond plant wells) shall receive a 4" depth of decorative stone surfacing over Pro-B weed barrier fabric.
- In decorative stone beds, cut the fabric from around the water well of each plant, then apply fine ground bark inside water well. The remainder of the planter bed shall receive the depth of decorative stone.
- Landscape maintenance shall be required for a period through the second mowing of the lawn (30 days minimum) and shall include weeding, pruning and one fertilization.
- The contractor shall comply with all warranties and guarantees set forth by the Owner, and in no case shall that period be less than two years following the date of completion and final acceptance.
- As shown and noted, the irrigation system water supply is from a secondary (non culinary) source, and it's availability can be affected by climatic conditions, with the normal season extending from mid April to mid October. If any interruptions in water availability occur, the contractor shall coordinate with the Owner on the availability of possible temporary watering measures to keep all plant materials in a healthy condition.

General Notes

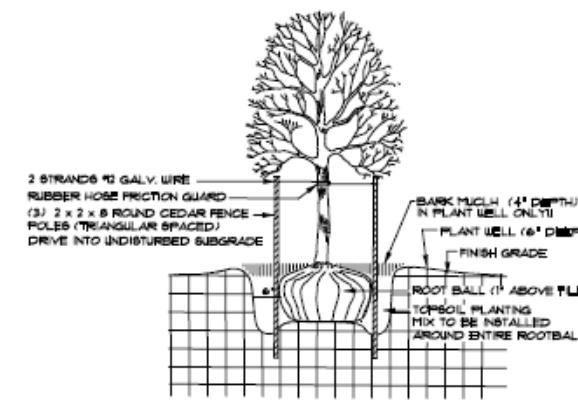
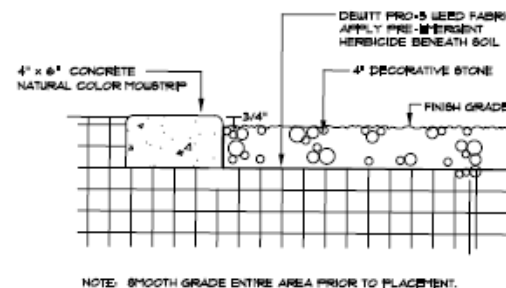
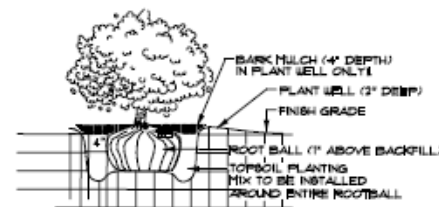
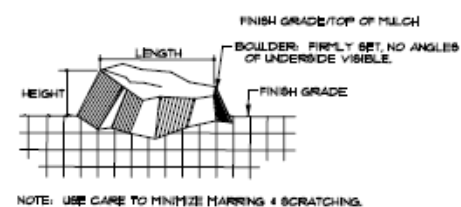
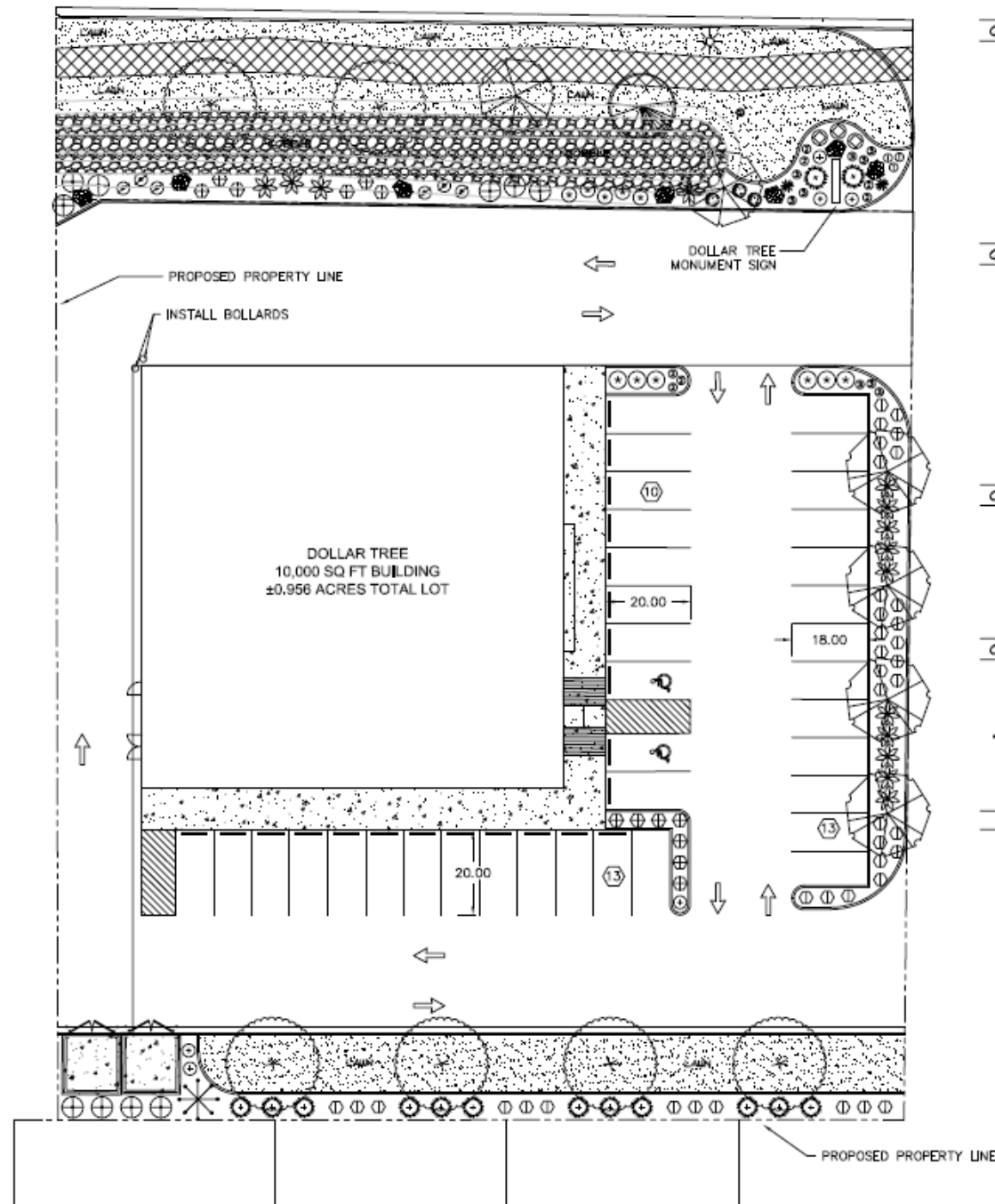
- All bidding landscape contractors shall have a minimum of 5 years experience in the installation of commercial landscape and irrigation projects, and be able to supply the necessary staff to perform all tasks associated with these drawings, and in a professional and timely manner.
- The landscape contractor, at all times, shall have personnel on-site experienced in being able to interpret the drawings correctly, and accurately measure the design layout using the specified scale.
- The contractor shall verify the exact location of all existing and proposed utilities, and all site conditions prior to beginning work. The contractor shall coordinate his work with the project manager and all other contractors working on the site.
- The finish grade of all planting areas shall be smooth, even and consistent, free of any humps, depressions or other grading irregularities. The finish grade of all landscape areas shall be graded consistently 1/2" below all walks, curbs, etc.
- The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
- All plant materials shall be approved prior to planting. The Owner/Landscape Architect has the right to reject any and all plant material not conforming to the specifications.
- The contractor shall plant all plants per the planting details, stakes/guy as shown. The top of the rootballs shall be planted flush with the finish grade.

Sub-Grade Requirements

- LAWN & SHRUB AREAS: Eight (8) inches below finish grade. This will allow for the installation of a six inch depth (lawn) and 4 inch depth (shrub) of topsoil along with a four inch depth of bark mulch or decorative stone, leaving it slightly below finish grade and concrete areas.
- SUB-GRADE COORDINATION: The Landscape contractor shall meet early on in the construction process with the site grading contractor, in order to ensure that all sub-grades, prior to final topsoil placement, are provided. Any discrepancies or questions shall be discussed and resolved at that time. Landscape operations shall not begin until the specified sub-grade elevations have been provided.

Submittal Requirements

- The contractor shall provide to the Owner/Engineer product samples of all landscape materials such as boulders, decorative stone, bark mulches, weed barrier fabric, soil amendments 4" import topsoil in order to obtain approval to be used on the project, and prior to shipment to the site. Failure to provide this in a timely manner will in no way affect or delay the construction schedule and time for project completion.
- All plant materials shall be secured for the project a minimum of 60 days prior to shipment to the site. The contractor shall provide to the Owner/Engineer written confirmation of this a minimum of 30 days prior to planting of the project. No substitutions will be considered following this time period.



Landscape Architect

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Salt Lake City, Utah 84105

Phone: 801-641-3114
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ELEVATE

DOLLAR TREE EAGLE MOUNTAIN
LANDSCAPE PLAN
6400 N. & PONY EXPRESS PKWY EAGLE MOUNTAIN, UT.



SHEET:
L-1
DATE: 06-09-2020

During the May 26, 2020 Planning Commission meeting, the Commissioners discussed the public hearing and determined the intent of the Commission was to continue the hearing to the meeting in which the item returns.

MOTION: *Commissioner Wood moved to table the Auto Zone site plan and recorded plat amendment until the next scheduled meeting to allow time for the applicant to address concerns regarding the building's architectural design and site location, and to work with staff and experts to determine if a slope stability study is warranted for Tickville Wash. Commissioner Wright seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, Christopher Pengra, and Erin Wells. The motion passed with a unanimous vote.*

Commissioner Wood recessed the meeting from 7:36 p.m. to 7:46 p.m.

6.B. 7-Eleven Convenience Store Site Plan – Public Hearing

6.C. Dollar Tree Site Plan – Public Hearing

Items 6.A. and 6.B. were presented and discussed concurrently.

Mr. Hadley presented the items. The proposed 7-Eleven and Dollar Tree site plans are located on Lot 1 in the Carson Commercial development. The Carson Commercial Master Site Plan was approved by the City Council on August 6, 2019. The two-acre lot has enough acreage for both site plans. The applicant is interested in dividing the two-acre lot into two one-acre lots. Dividing Lot 1 could be processed as a final plat, as Carson Commercial Plat 3 has not yet been recorded. The Planning Commission and City Council will decide if the applicant can work with staff on a final plat application.

Mr. Hadley explained the only staff concern regarding the 7-Eleven site plan is adherence to Municipal Code signage requirements. Staff recommends the Planning Commission recommend approval of the 7-Eleven Convenience site plan to the City Council with the conditions that all landscaping is improved up to Pony Express Parkway with a mixture of plants and rock, the signage complies with Municipal Code requirements, and all lighting complies with the dark sky ordinance.

Mr. Hadley explained staff concerns regarding the Dollar Tree site plan include the architectural design, the building location and parking, and the sign design. Additional design features should be added to the proposed building to conform with Municipal Code, the building should be moved forward up to the road and the parking relocated to behind the building, and the sign should be designed to conform to City standards.

Mr. Hadley stated the applicant is working with staff to determine a left turn lane access. Staff recommends the Planning Commission recommend approval of the Dollar Tree site plan with the conditions that all landscaping is improved up to Pony Express Parkway with a mixture of plants and rocks, the signage complies with Code requirements, all lighting complies with the dark sky

ordinance, the architectural design include additional detail features including rock on the vertical columns and some type of awning to break up the stucco and windows, and the building is moved up to the road and the parking in the front is moved behind the building.

Commissioner Pengra asked when the application was submitted, as several features do not comply with Municipal Code standards. Mr. Hadley explained the materials were received within the appropriate time frame and the applicants requested to discuss some of the Code adherences concerns with the Planning Commission.

Applicant representative Larvin Pollock stated a lighting plan has been submitted, the lighting levels adhere to Code requirements, and none of the lighting poles are located between the rear of the buildings and residential units. He explained the 7-Eleven site plan was originally designed with the canopy in the front, but that caused visibility obstruction of the Dollar Tree store. He stated the submitted site plan designs allow for visibility for both the 7-Eleven and Dollar Tree locations while maintaining clearance for delivery and refueling truck access. He stated they have they designed the median in accordance with the City Engineer's specifications.

Commissioner Wood requested that staff indicate the location of the fuel pumps and tanks for the benefit of the public, and expressed concern that should the Commission determine to recommend moving the fuel pumps and tanks to the rear of the property in accordance with Code specifications, the fuel pumps, tanks and traffic would be closer to the home behind the property. He stated his preference that the 7-Eleven building abut the residential area and suggested the removal of the median to improve traffic flow. He expressed concern that the rear elevation of the Dollar Tree store does not adhere to Municipal Code standards.

Mr. Pollock indicated potential fuel truck routes and stated fuel trucks would not impede resident traffic flow.

Commissioner Everett expressed concerns regarding the location of the Dollar Tree building. He asked if the applicants would be amenable to reorienting the building to face east.

Applicant representative Ryan Forsyth stated an east-facing orientation could be researched but due to the shallowness of the parcel, locating the building against Pony Express Parkway would prohibit road clearance for delivery trucks due to the 7-Eleven orientation; he also indicated the Dollar Tree delivery route and doors.

Commissioner Wood concurred with Commissioner's Everett's suggestion to orient the building to the east and suggested the installation of a drive lane in front of the Dollar Tree to provide fuel truck access to the 7-Eleven fuel tanks in lieu of requiring parking in front of the Dollar Tree.

Commissioner Everett expressed concern regarding sign compliance for both sites. Mr. Forsyth stated he would work with staff to bring the signs into compliance.

Commissioner Pengra inquired regarding the lumens per square foot for the gas station and asked staff if the lighting plan followed Municipal Code standards and if berming will be included along Pony Express Parkway to shield headlights. Mr. Hadley stated the applicant had not yet provided

the total lumen count for the site. Mr. Pollock stated no berming was planned due to a retention pond but said landscape screening could be installed.

Commissioner Wright asked for details regarding the color scheme of the 7-Eleven canopy. Mr. Forsyth stated the canopy will follow the current 7-Eleven design style of a white canopy with green and red accents.

Commissioner Wood opened the public hearing for the 7-Eleven site plan at 8:29 p.m.

Resident email communications against the project were received from Jesse Green, Justin Ricks, Ana Najera, Brandon Woolf, Rochelle Cherry, Jesse Clark, Brook Dunford, Natalie Torres.

Commissioner Wood summarized resident concerns: property value impact, traffic increases or impediments, safety concerns regarding spills or fires, the location of the gas station, setback issues, and that residents were told office buildings would be constructed on the site.

The following residents requested to have their comments read into the record:

How will the gas station handle their tank emissions? Where will they emit from? Will concentrations be monitored and reported, if so how?

How will the gas station prevent runoff of toxic pollutants into adjacent properties? How will the gas station monitor pollutant (including methane, benzene) runoff into adjacent homes?

Joshua Hansen

I have serious reservations about the proposed businesses to be constructed directly behind my home. I strongly feel that retail businesses would be better suited across the street alongside the existing businesses. I worry that such businesses will damage the image of our community and hurt property values. Furthermore, I have many concerns about the construction of a gas station right behind my home. I worry about gas leaks and fire hazards that close to so many homes. Not to mention the light, noise, smells etc. I urge you to reconsider for the safety of my family.

Diana Anderson

Commissioner Wood closed the 7-Eleven site plan public hearing and opened the Dollar Tree site plan public hearing at 8:36 p.m.

Resident email communications against the project were received from Brandon Woolf, Diana Anderson, Rochelle Cherry, and Brook Dunford.

Commissioner Wood closed the Dollar Tree site plan public hearing at 8:37 p.m.

Mr. Forsyth stated 7-Eleven is the largest convenience store operator in the world and adherence to safety, environmental, and legal regulations is important to the company. He stated the property is zoned as commercial and the location is well-suited for the business. He expressed appreciation for stable businesses that provide essential services, especially in regard to the current economic

difficulties. He said both 7-Eleven and Dollar Tree maintain their property aesthetics and strive to comply with city codes and be a beneficial addition to communities.

Commissioner Wells inquired of staff regarding the zoning of the property. Mr. Hadley verified the location is zoned Commercial and had never been zoned specifically for office space.

Commissioner Everett stated the area had originally been proposed to be residential and townhomes were suggested for the location. He stated during his tenure as a Commissioner the site was rezoned to Commercial and was not required nor requested to allow only office use. He stated anyone that told residents the area was intended for a specific commercial use was not being truthful.

Commissioner Everett explained the City does not determine the location of businesses. Businesses approach the City and request to develop a specific property. The Planning Commission's responsibility is to recommend approval or denial based upon the project's compliance with Municipal Code.

Discussion ensued regarding the site plans' compliance with Code.

Commissioner Wright stated he is not opposed to the gas station, but his preference is to see a comprehensive plan for the location before approving either site plan and expressed concern regarding insufficient space for extended fuel tanks to be able to maneuver within the site. He acknowledged resident concerns and reiterated the site zoning as general Commercial. He explained his desire for more businesses to develop in Eagle Mountain City within designated areas and recognized 7-Eleven's experience and expertise in construction of gas stations and the company's ability to develop and maintain safe sites.

Mr. Forsyth stated Dollar Tree withdrew their application for a location in another state when required to locate the building adjacent to the street line. He stated each company has an individual timeline and requested the Commission consider the site plans individually.

Mr. Pollock stated the retention pond in the right-of-way was determined by the developer and would impact all lots in the development.

Commissioner Wright stated allowing 7-Eleven to not comply with Municipal Code location requirements, although preferable, results in the need for berming. Mr. Hadley stated the Code allows for landscape shielding in lieu of berming.

Commissioner Wells requested clarification from the applicant regarding truck routes to the 7-Eleven, should Dollar Tree withdraw their application. Mr. Forsyth explained he has other compact developments similar to this design and 7-Eleven does not utilize the larger tank trucks used by other companies.

MOTION: *Commissioner Pengra moved recommend approval to the City Council of the 7- Eleven Convenience Store site plan with the following conditions:*

1. *The applicant shall submit a lighting plan with the gas station canopy and light pole locations in compliance with Municipal Code requirements;*
2. *The applicant shall work with the City Engineer to refine the transportation/egress plan to ensure safe fuel truck access through removal of the median or other amendments;*
3. *Headlight screening shall be added along Pony Express Parkway;*
4. *Signage shall be in compliance with Municipal Code; and*
5. *The landscaping plan along Pony Express Parkway shall include plants in addition to rocks.*

Commissioner Everett seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, Christopher Pengra, and Erin Wells. The motion passed with a unanimous vote.

MOTION: *Commissioner Everett moved to table the Dollar Tree site plan until the applicant provides the following:*

1. *Plans showing the building oriented to front to the east, and moved toward Pony Express Parkway to allow for a traffic lane easement;*
2. *A lighting plan;*
3. *A monument sign in compliance with Municipal Code; and*
4. *Plans including architectural elements as outlined in Chapter 17.72.040 (b)(d)(e)(f).*

Commissioner Wright seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Erin Wells. Those voting nay: Christopher Pengra. The motion carried with a vote of 4:1.

6.D. Arrival Master Development Plan Amendment & Preliminary Plat Amendment – Public Hearing

Mr. Mumford explained that the applicant recently discovered shallow bedrock or other unacceptable soils in many of the remaining lots in the Arrival development. The purpose of the redesign is to provide each lot with suitable soils for septic drain fields based on geotechnical explorations in the area. The State now requires two redundant drain field locations on each lot, which was not the case when Arrival was originally approved.

The number of lots in the development has not increased; the lot area has been redistributed. No lot is smaller than half an acre; many one-acre lots have reduced sizes, but most half-acre lots have been slightly increased in size, ranging from 0.64 – 0.75 acres. He explained the lot distributions for the project in the existing plan and the proposed plan.

Existing Plan:

- 2+ acres: 2 lots
- 1-1.99 acres: 49 lots
- 0.5-0.99 acres: 11 lots (including 7 lots that are less than 0.64 acres in size)

Proposed Plan:

Mr. Hazard stated staff recommended a dripline and trees in a park strip. He expressed concern with proper park strip maintenance in industrial applications and suggested low maintenance options such as xeriscaping.

Mr. Mumford stated the Planning Commission and City Council could determine to install medians on the sections of Tiffany Lane and Pony Express Parkway near the property and stated neither street currently includes medians. Commissioner Wood stated medians beautify the City and provide a sense of openness and are more difficult to install after road completion. Mr. Mumford explained the City is responsible for the cost of median installation and maintenance.

Commissioner Pengra expressed concern with funding proper median maintenance in industrial areas and stated the need to bring in additional businesses and taxes prior to raising standards and costs. He expressed concerns with medians impeding truck traffic flow in an industrial area.

Commissioner Wright expressed concerns with medians in an industrial area due to impracticality and truck traffic impediments and safety.

Discussion ensued regarding landscaping requirements and buffering.

MOTION: *Commissioner Pengra moved to recommend approval of the Sweetwater Industrial Park master site plan and preliminary plat to the City Council with the following conditions:*

- 1. The intersection along Tiffany Lane shall be shifted to provide a minimum of 1,320 feet between intersections;*
- 2. An appropriate landscaping plan for the park strip throughout the development, including street trees and consistent landscaping, shall be submitted removing the requirement for medians fronting adjacent to the north on Tiffany Lane and the east on Pony Express Parkway; and*
- 3. A master development plan shall not be required as per Chapter 16.10.030 (C).*

Commissioner Wright seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Christopher Pengra. Those voting nay: Erin Wells. The motion carried with a vote of 4:1.

Commissioner Wells clarified her vote against the motion was due to the removal of the median requirement and stated decorative rock could be used to reduce maintenance concerns.

Commissioner Wood recessed the meeting at 7:43 p.m. and reconvened the meeting at 7:54 p.m.

6.B. Dollar Tree Site Plan

City Planner Michael Hadley reviewed the item. This item was tabled at the May 12, 2020 planning commission meeting.

The applicant has submitted updated plans since the last meeting.

Mr. Hadley stated the applicant is working with staff on a lighting plan, as the submitted lighting plan that was missing the lumen count calculation; the monument sign will need to comply with Municipal Code and will require a permit.

Mr. Hadley verified the applicants addressed elevation movement and variance concerns and an updated landscaping plan had yet to be submitted due to the applicants' focus on resolving the building design and orientation concerns with the previous site plan.

Commissioner Wood stated a public comment was received from Clinton Spencer regarding the Dollar Tree and 7-Eleven site plans. The public hearings for the site plans were held and closed during the May 12, 2020 Planning Commission meeting.

Applicant representative Ryan Forsythe explained the reorientation of the building caused property lane overlap with the neighboring property due to site space limitations requiring an easement or property, acquirement which is not guaranteed. The applicant asked if the City would allow a Code-compliant monument sign in the right-of-way along Pony Express Parkway, and if an additional curb cut would be allowed in the Pony Express Parkway median between the Dollar Tree and 7-Eleven.

Mr. Hadley stated the City does not allow monument signs in the right-of-way and he would need to review Municipal Code to determine if there are exceptions are allowed. He said he did not believe another curb-cut would be allowed and would need to consult with the City Engineer regarding the request.

Mr. Mumford explained the City partnered with private sign owners and allowed directional signs in the right-of-way. He said he would research if other businesses had been granted right-of-way signage exemptions.

Mr. Forsyth expressed concern with the lack of visibility due to the building orientation and lack of signage. He verified the faux store front is finished with composite material and stated rock columns and window awnings had been added to address elevation concerns.

Applicant representative Steven McMahon, Dollar Tree Manager of Architecture Services, explained the protrusion on the columns is usually six to eight inches.

Discussion ensued regarding addressing of building articulation concerns.

Mr. Forsyth stated Dollar Tree preferred the 5A Site Plan and explained he is in the process of obtaining an easement or land purchase from the adjacent landowner.

Commissioner Wood stated a precedence for monument sign rights-of-way exemptions has been established by businesses such as Cedar Valley Pharmacy located at the intersection of Pony Express Parkway and Ranches Parkway and agreed that locating the signage on the parking strip would reduce visibility. Mr. Mumford explained the sign Commissioner Wood referenced was a

project sign and Municipal Code allows for town center signs to be placed in the right-of-way. He said a few other signs have been granted exemptions to be place signs in the right-of-way.

Commissioner Wright thanked Dollar Tree for returning with a revised submission. He said other than ensuring utility access, he did not have concerns permitting a sign in the right-of-way. He stated the proposed elevations provided sufficient visual variance and was in favor of recommending approval of the revised site plan to the City Council.

Commissioner Pengra stated the architectural elevations were appropriate for the business type and in harmony with the appearance of other City businesses. He stated if the City allows exemptions for municipal signage and semi-permanent ladder signs, business exemptions should also be considered, when appropriate and with consideration of utility access, and felt it was appropriate to make an exemption for the monument sign, as the need for the signage increased due to the applicant accommodating the City with the reorientation of the building.

Commissioner Everett was excused at 8:26 p.m. due to technical difficulties.

Commissioner Wells thanked the applicant for the work and fast turnaround time and suggested increasing the architectural elements on the rear elevations. She stated permitting signage in the right-of-way would be appropriate, for this application, due to the requirement of the drive aisle. She noted the application was incomplete without the lighting and landscaping plans but did not have concerns about the applicant's ability to produce compliant plans.

Commissioner Pengra concurred with Commissioner Wells' concerns regarding the exclusion of the lighting plan and the resulting difficulty in making a recommendation to the City Council without all of the requested materials; however, he expressed preference not to hold and delay the application in this instance.

Mr. Hadley explained staff had received a Code-compliant lighting plan that was missing the total lumens per acreage calculation. He said the City requires for all lighting to shine downwards and the plan meets the architectural design standards. He verified no lighting would be allowed behind the property adjacent to residential areas. Mr. Hadley stated the elevations meet City architectural standards and some of the architectural depth variances are difficult to depict in a rendering.

MOTION: *Commissioner Wood moved to recommend approval of the Dollar Tree site plan 5A to the City Council with the following conditions:*

- 1. The applicant shall meet the lighting code standards in EMMC Chapter 17.56 and present a compliant lighting plan with an updated lumen count to the City Council;*
- 2. The applicant shall work with staff and the City Council on an agreement to allow right-of-way monument signage representing multiple business in the commercial development;*
- 3. The plan shall comply with the architectural standards found in EMMC Chapter 17.72.040(d); and*
- 4. The applicant shall submit a landscaping plan in compliance with EMMC Chapter 17.60.*

Commissioner Pengra seconded the motion. Those voting aye: Brett Wright, Rich Wood, Christopher Pengra, and Erin Wells. Those voting nay: None. The motion passed with a unanimous vote.

7. Discussion Items

7.A. Redstone Farms - Concept Plan

Mr. Hadley presented the item. The Scenic Mountain Master Development Plan was approved by the City Council on October 18, 2016. The Scenic Mountain Master Development Agreement (MDA) was approved by the City Council on November 15, 2016. This is the final development area in the Scenic Mountain Master Development Plan. The proposal consists of 90 townhome units on 5.33 acres, for a density of 16.8 units per acre. This area is zoned as Flex Use on the approved Master Development Plan's Land Use Map and is approved for up to 90 residential units.

Mr. Hadley explained the project required additional improved open space and the pickleball court is most likely the final amenity required for the overall development. He said an applicant representative will provide staff with additional information regarding the open space requirement fulfillment.

Mr. Hadley clarified that Phase C is the final phase in the project and the applicant is working to make the sloped area viable for construction.

Commissioner Everett returned to the meeting at 8:45 p.m.

Commissioner Wood verified the phase did not exceed the total allowed density per the MDA.

Commissioner Wright verified the reduction in allowable density from 120 to 90 unit was due to the Utah Department of Transportation acquiring a portion of the land, the new agreement superseded the terms of the previous MDA, and the community center, fire suppression, and trail connectivity MDA requirements have been met.

Commissioner Wood expressed concern that the intent of the open space requirement had not been met and allocating all of the open space to other areas of the project caused overcrowding in the proposed townhome units.

Applicant representative James Doolin with Land Development Partners, LLC stated the intent of presenting the concept plan was to receive feedback from the Planning Commission regarding the layout and architectural design. He explained the land is under contract to be purchased from Fieldstone Homes. Fieldstone Homes developed the first two phases and the remaining land is bound to the density requirements per the MDA. He stated the concept plan contains the maximum 90 units arranged with rear-loading garages fronting on courtyards to provide open space. He explained grading and lifting plans to make the sloped areas viable for construction, and the roads and private drive layout.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 7, 2020**

TITLE:	SITE PLAN - 7-Eleven		
ITEM TYPE:	Site Plan		
FISCAL IMPACT:	N/A		
APPLICANT:	Ryan Forsythe		
GENERAL PLAN DESIGNATION Community Commercial	CURRENT ZONE Commercial	ACREAGE 1.0 ac	COMMUNITY The Ranches

PUBLIC HEARING:

No

PREPARED BY:

Michael Hadley, Planning

PRESENTED BY:

Michael Hadley

RECOMMENDATION:

The recommended motions are provided for the benefit of the City Council and may be read or referenced when making a motion. The City Council has the option to recommend approval, recommend approving with conditions, table, or recommend denial of the application, and should make one of the following motions:

I move that the City Council approve the 7-Eleven site plan with the following conditions:

All landscaping to be improved up to Pony Express Pkwy with a mixture of plants and rock.

1. The signage shall comply with city code requirements.
2. All lighting shall comply with the dark sky lighting ordinance.

BACKGROUND:

This application is for a Site Plan located in Carson Commercial development Lot 1 – approximately 2.0 ac in size. The Carson Commercial Master Site plan development was approved by the City Council on August 6, 2019. This proposed project is for a 7-Eleven convenience store. This application is being proposed along with the Dollar Tree site plan application. Both site plans are proposed on Lot 1 of Carson Commercial. The 2-acre lot has enough acreage for both

site plans. The applicant is interested in dividing the 2-acre lot into 1-acre lots. The agreement between the land owner and the applicant requires that any modification of the Carson Commercial Lot 1 will require the applicant to pay for any fees associated with the modification of the lot. Since the Carson Commercial plat 3 has not yet been recorded the dividing of Lot 1 could be processed as a final plat.

ITEMS FOR CONSIDERATION:

BUILDING & COMMERCIAL DESIGN STANDARDS EMMC 17.72

The building square footage is 4,067, the building renderings and elevations have been submitted. The proposed design uses different and acceptable materials. The building is consistent with the other buildings in the Commercial development in the area. EMMC 17.72.040–F2 states:

2. All commercial buildings shall avoid large panelized products or featureless surfaces. Commercial buildings shall utilize an appropriate mixture of building materials on all sides, including brick, rock, fiber/cement siding, wood, glass, stucco, and colored architectural CMU (concrete masonry unit). Stucco may not be used on more than 50 percent of a building. Metal, plain CMU, or other materials deemed appropriate by the planning commission and city council may be used as accents only.

EMMC 17.72.040-2G for building colors states:

G. Building Color. Buildings should not be restricted to using desert landscape colors, such as beige, tan, grays, browns, etc. A wide palette of colors is recommended, excluding any neon, ultra-bright, or reflective colors. A building's color palette should be similar to that of significant neighboring structures. Franchise colors and elements may be incorporated, but shall not overpower the architectural form/theme of the building and/or development.

It is up to the Planning Commission and City Council to determine if the materials and colors of the 7-Eleven are similar to the neighboring structures in the commercial development area. Minor deviations from these elevations, still in compliance with the Design Standards, require approval by the Planning Director.

PARKING EMMC 17.72.030 (B)

Locate surface parking to the side or the rear of buildings. Parking should not be located between any commercial building and the street. This is especially important on corners. Large 30,000+ square-foot buildings shall follow the same standard, or be designed with pad site buildings along the street edge to screen the expanse of pavement.

The requirement for convenience store parking is one stall per 200 sq ft of gross floor area (EMMC Table 17.55.120(c)). This project is required 20 stalls and 1 ADA stalls. The proposed store has a total of 20 stall with 1 stalls ADA.

LANDSCAPING EMMC 17.60

The applicants have designed the site according to City standards.

The landscape plan exceeds the number of required trees and turf.

The landscaping around the site will be maintained by the Porter's Crossing Town Center development group. 7-Eleven will be responsible for the landscaping on the 7-Eleven site. All plants and trees are drought tolerant. Headlight screening will be required with a combination of berming and vegetation.

LIGHTING EMMC 17.56

A lighting plan has been submitted and complies with the City's dark sky ordinance (EMMC 17.56 Outdoor Lighting), including specific standards for Fuel Station Canopy lights. Lights must be shielded downward and the light source may not be visible from surrounding properties. No light poles should be installed on the rear portion of the property that would adversely affect the residential homes.

SIGNS EMMC 17.80

Any proposed signs will require a sign permit(s) prior to any construction. The current sign proposal does not meet City standards. Staff recommends that the sign contain a maximum height of 5 ft, as required by EMMC 17.80.070-C-3, and the maximum sign copy is 32 sq. ft. The sign should have stone up one side to maintain

consistency with other signage in the development area. EMMC 17.80.070-C-3 states, "The materials and design shall be consistent for each sign in the development/project.". The sign must have dimming technology that automatically adjusts the display brightness based on light conditions.

REQUIRED FINDINGS:

Site Plan approvals are based upon compliance with City Code requirements and requirements of any applicable development agreements. The approval criteria for a site plan can be found in EMMC 17.100.020 which states "The site plan procedure establishes a process to evaluate proposed projects, ensuring that development will occur in a safe, functional manner and will not create nuisances for adjacent landowners."

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommended approval of the 7-Eleven site plan to the City Council with the following conditions:

All landscaping to be improved up to Pony Express Pkwy with a mixture of plants and rock.

1. The signage shall comply with City Code requirements.
2. All lighting shall comply with the dark sky lighting ordinance.

ATTACHMENTS:

[7-Eleven Site Plans](#)

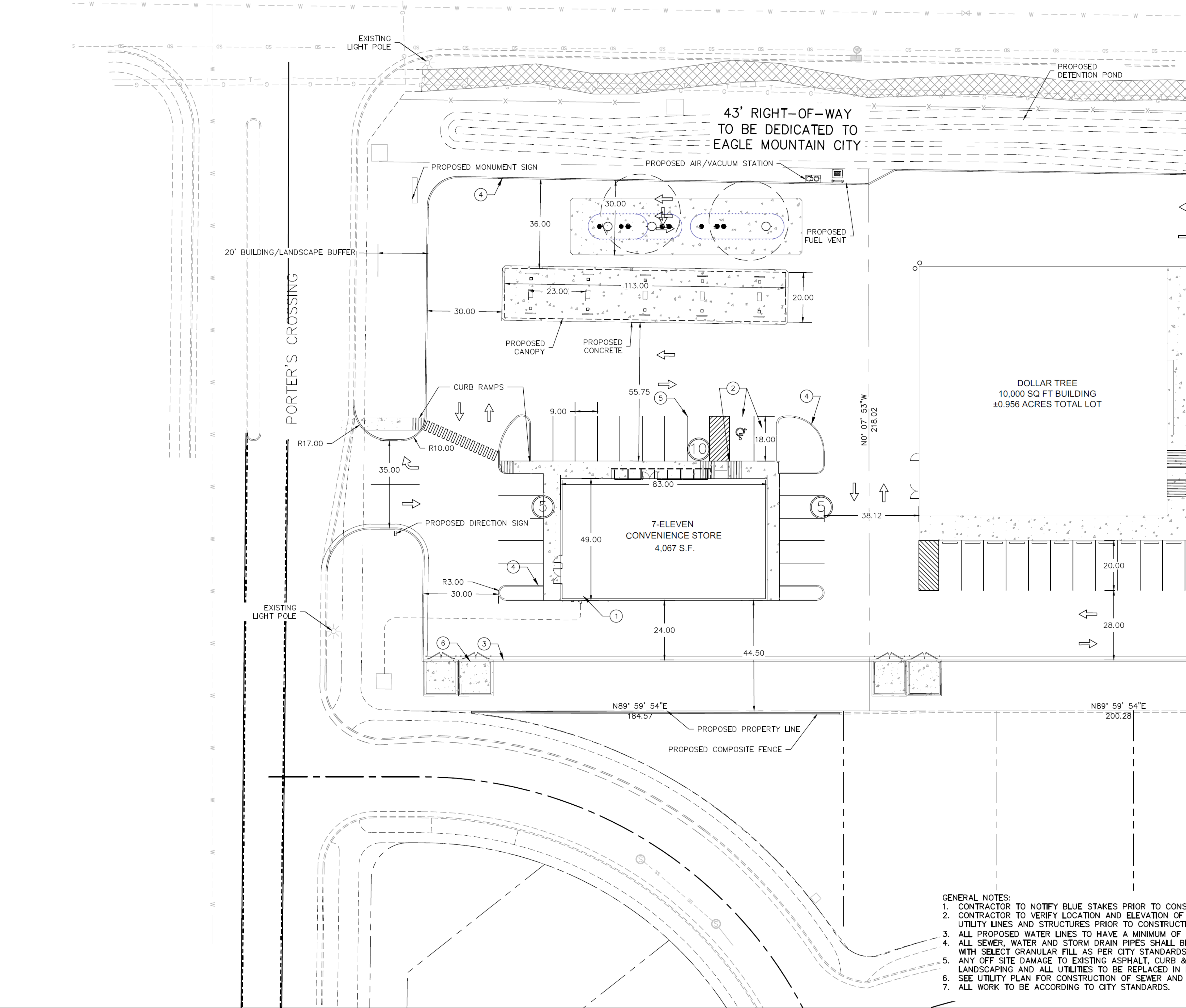
[7-Eleven Elevations](#)

[05.12.2020 Planning Commission Minutes - Dollar Tree & 7-Eleven](#)

NOTE: ALL APPLICABLE ELEMENTS OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES WILL BE ADHERED TO.

PROJECT ENGINEER:
NAME:
LARVIN POLLOCK
ELEVATE ENGINEERING
ADDRESS:
492 WEST 1200 NORTH
SPRINGVILLE, UT 84663
(801) 718-5993
LARVIN@ELEVATEENG.COM

PONY EXPRESS PARKWAY



LEGEND

LOT LINES (PROPERTY)	---
EXISTING CURB AND GUTTER	---
PROPOSED CURB AND GUTTER	---
EXISTING FENCE	---
INVERT ELEVATION	IE
TOP OF ASPHALT	TA
TOP BACK OF CURB	TBC
PROPOSED	PROP
EXISTING	EX
FINISHED GRADE	FG
FINISHED FLOOR ELEVATION	FFE
LANDSCAPE AREA	[Pattern]
CONCRETE AREA	[Pattern]

SITE DATA

7-ELEVEN LOT AREA:	45,424	SF (1.043 ACRES)
BUILDING AREA:	4,067	SF± 8.9%
PAVEMENT AREA:	31,507	SF± 69.4%
LANDSCAPE AREA:	9,850	SF± 21.7%

ZONING: COMMUNITY COMMERCIAL
CONDITIONAL USE

BUILDING DATA

CONSTRUCTION TYPE: V-B
SPRINKLERS: NO
SETBACKS:
FRONT=20 FEET
REAR=20 FEET
SIDE=0

PARKING TABULATION (7-ELEVEN)

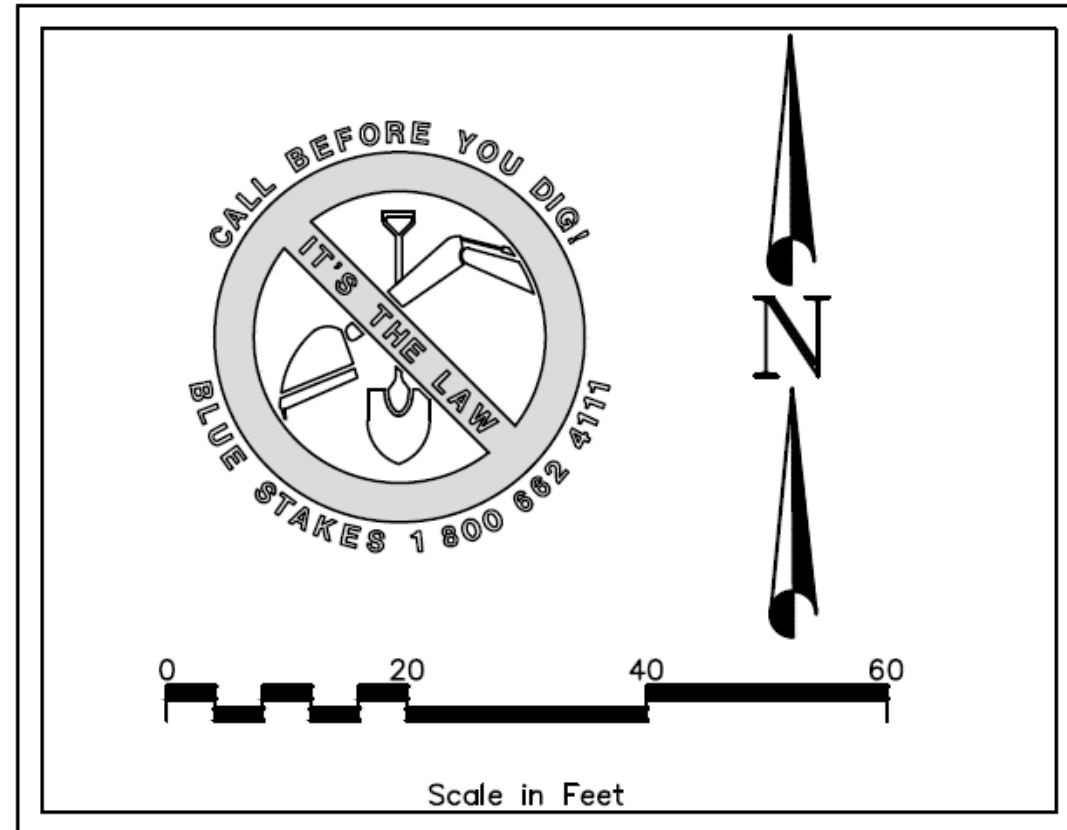
REQUIRED: 1 STALLS PER 200 SQ. FT.
PROVIDED: 20 STALLS
1 ADA STALLS

NOTES:

- PROPOSED 7' SIDEWALK PER APWA STANDARD PLAN 231. SEE SHEET C-4 FOR DETAILS.
- ALL HANDICAP STALLS AND RAMPS TO BE INSTALLED PER ADA AND APWA STANDARDS. SEE SHEET C-4 FOR DETAILS.
- PROPOSED CURB & GUTTER TYPE E PER APWA STANDARD PLAN 205. SEE SHEET C-4 FOR DETAILS.
- PROPOSED CURB TYPE P PER APWA STANDARD PLAN 209. SEE SHEET C-4 FOR DETAILS.
- PAINT 4" SOLID YELLOW PAINT STRIPE AS SHOWN (TYPICAL).
- PROPOSED DUMPSTER LOCATION.

GENERAL NOTES:

- CONTRACTOR TO NOTIFY BLUE STAKES PRIOR TO CONSTRUCTION
- CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITY LINES AND STRUCTURES PRIOR TO CONSTRUCTION
- ALL PROPOSED WATER LINES TO HAVE A MINIMUM OF 5' OF COVER
- ALL SEWER, WATER AND STORM DRAIN PIPES SHALL BE BACKFILLED WITH SELECT GRANULAR FILL AS PER CITY STANDARDS.
- ANY OFF SITE DAMAGE TO EXISTING ASPHALT, CURB & GUTTER, LANDSCAPING AND ALL UTILITIES TO BE REPLACED IN KIND.
- SEE UTILITY PLAN FOR CONSTRUCTION OF SEWER AND WATER LINES.
- ALL WORK TO BE ACCORDING TO CITY STANDARDS.



ELEVATE ENGINEERING
492 WEST 1200 NORTH
SPRINGVILLE, UT 84663
PHONE: (801) 718-5993
larvin@elevateeng.com

ELEVATE
ENGINEERING

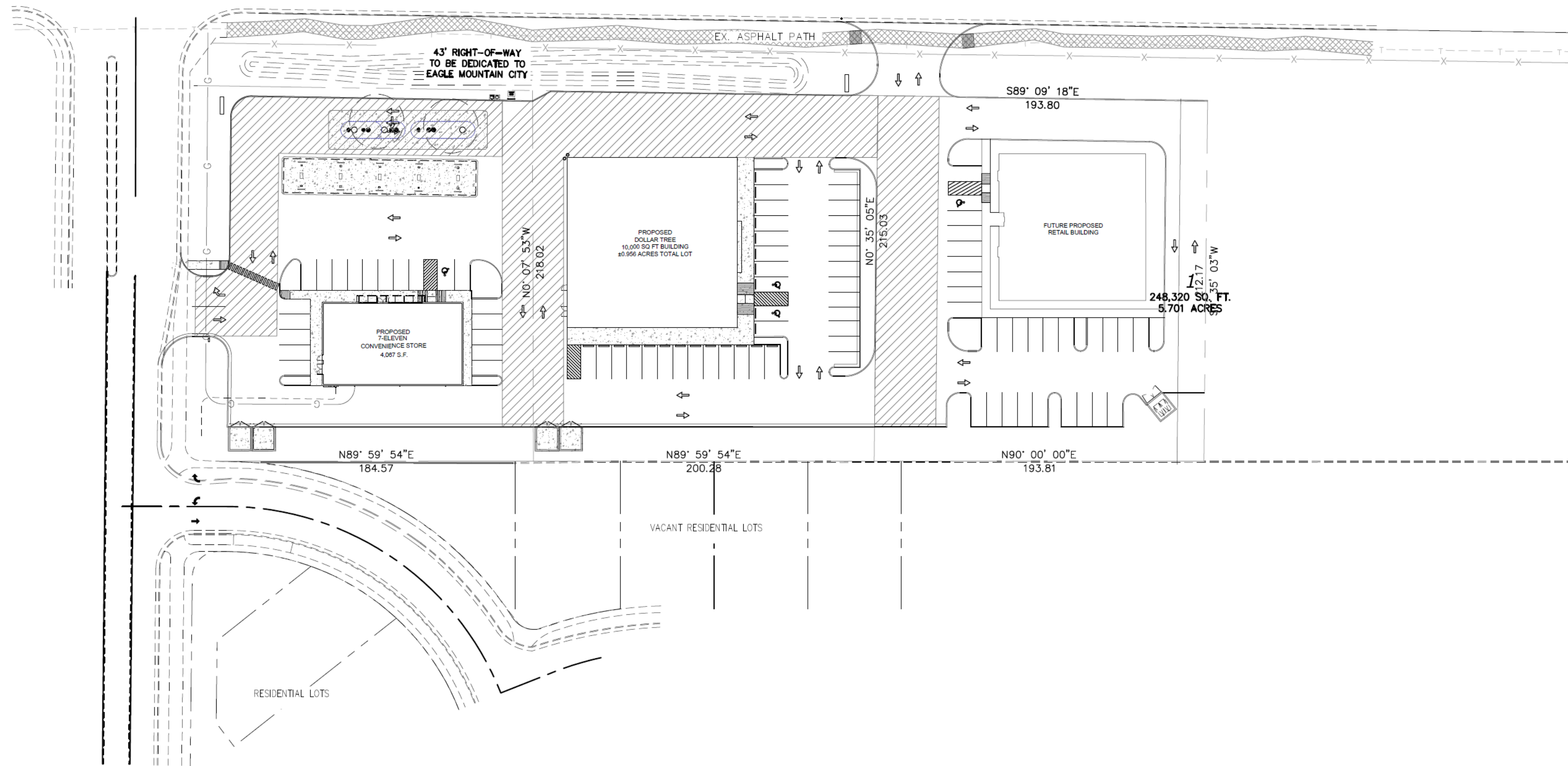
7-ELEVEN EAGLE MOUNTAIN
SITE PLAN
6400 N AND PONY EXPRESS PKWY EAGLE MOUNTAIN, UT 84005



SHEET:
C-1

DATE: Jun 10, 2020 109

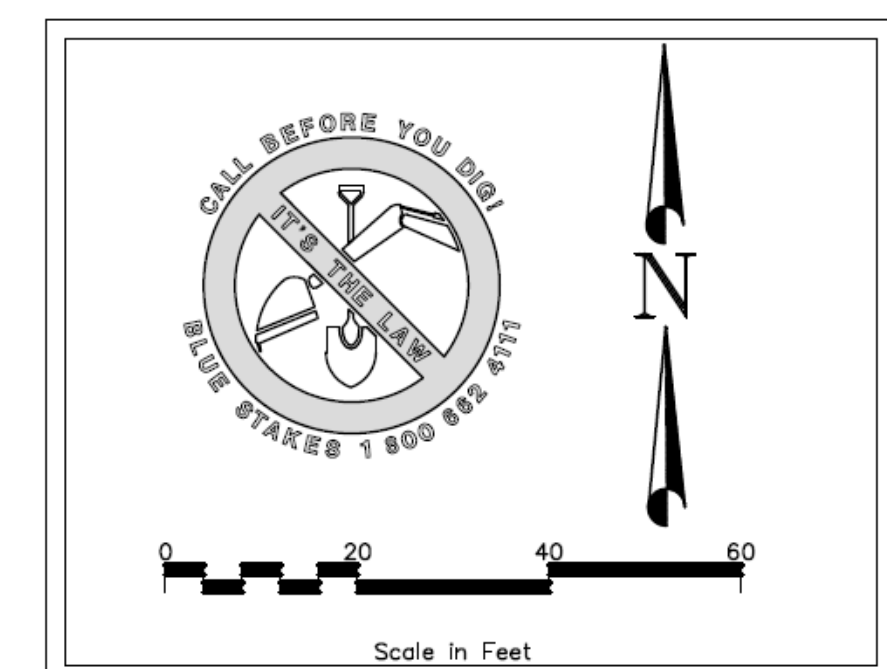
VACANT LOT

[illegible]

LEGEND

SHARED DRIVE ISLE

A schematic diagram of a DNA double helix. It consists of two horizontal strands, one above the other. The top strand is composed of several short segments connected by a single 'X' mark, representing a nick. The bottom strand is a single continuous line. Vertical lines connect the two strands at several points, representing base pairs.

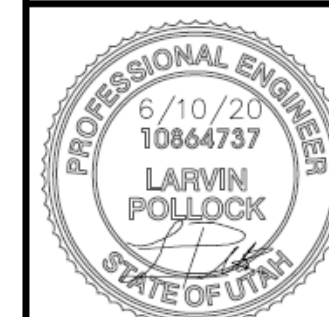
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ELEVATE ENGINEERING

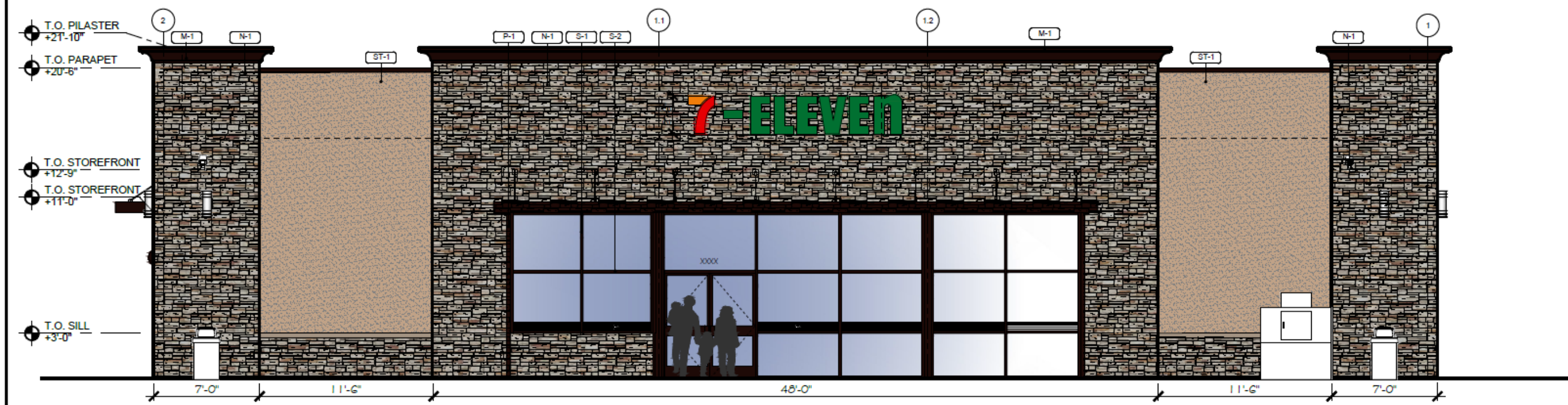
492 WEST 1200 NORTH
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darvin@elevateng.com

ELEVATE

7-ELEVEN EAGLE MOUNTAIN
CONTEXT PLAN
6400 N AND PONY EXPRESS PKWY EAGLE MOUNTAIN, UT 84005

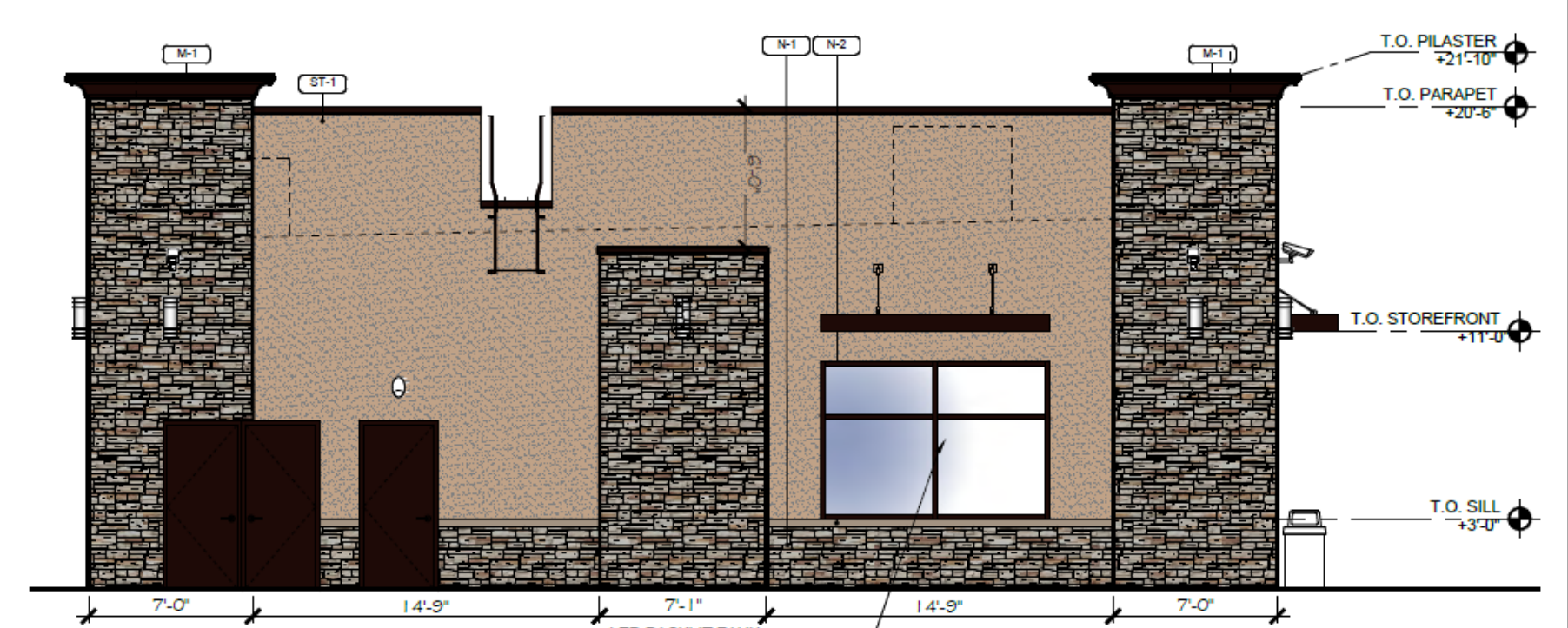


SHEET:
C-1.1



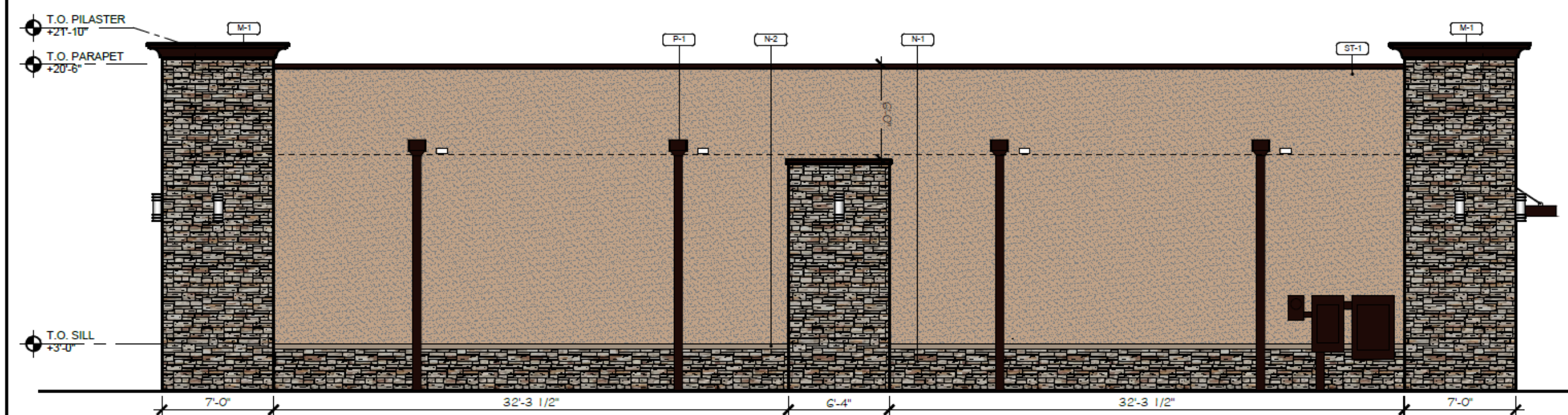
1 SOUTH ELEVATION

SCALE 3/16" = 1'-0"



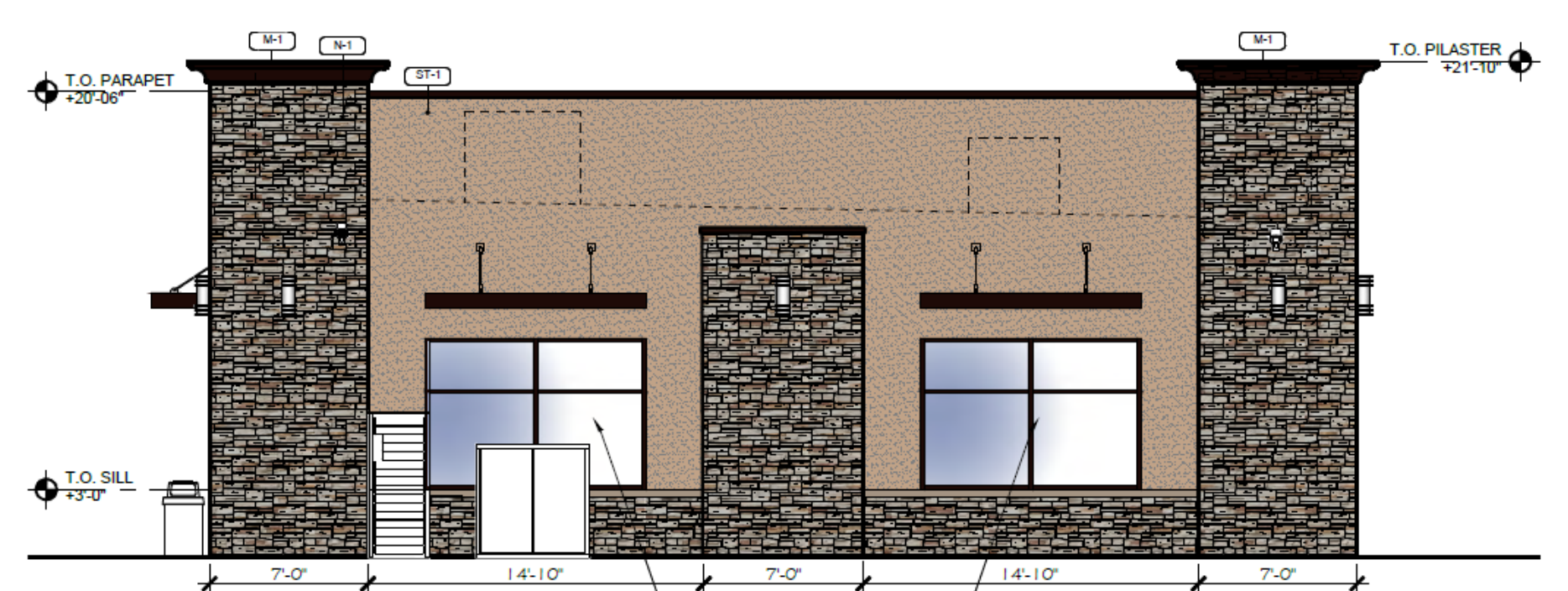
2 WEST ELEVATION

SCALE 3/16" = 1'-0"



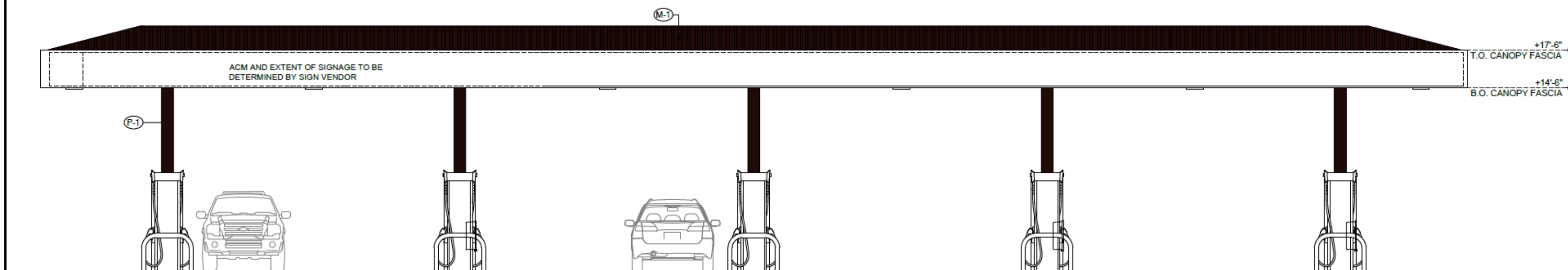
3 NORTH ELEVATION

SCALE 3/16" = 1'-0"



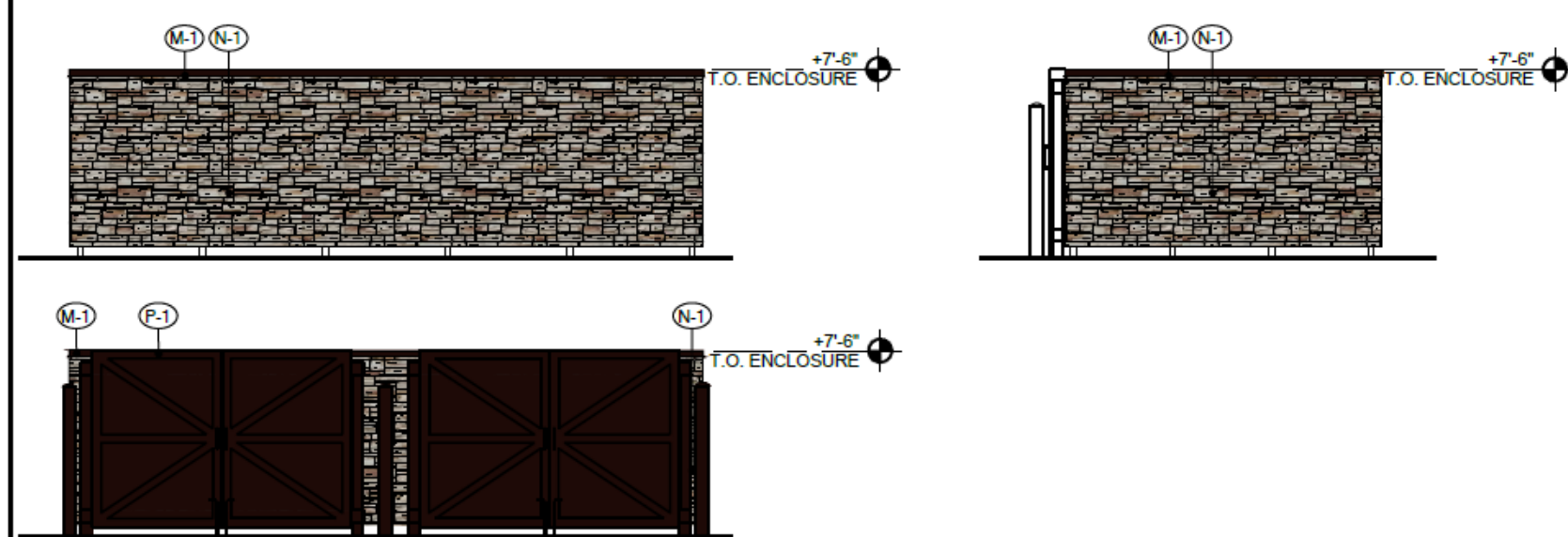
4 EAST ELEVATION

SCALE 3/16" = 1'-0"



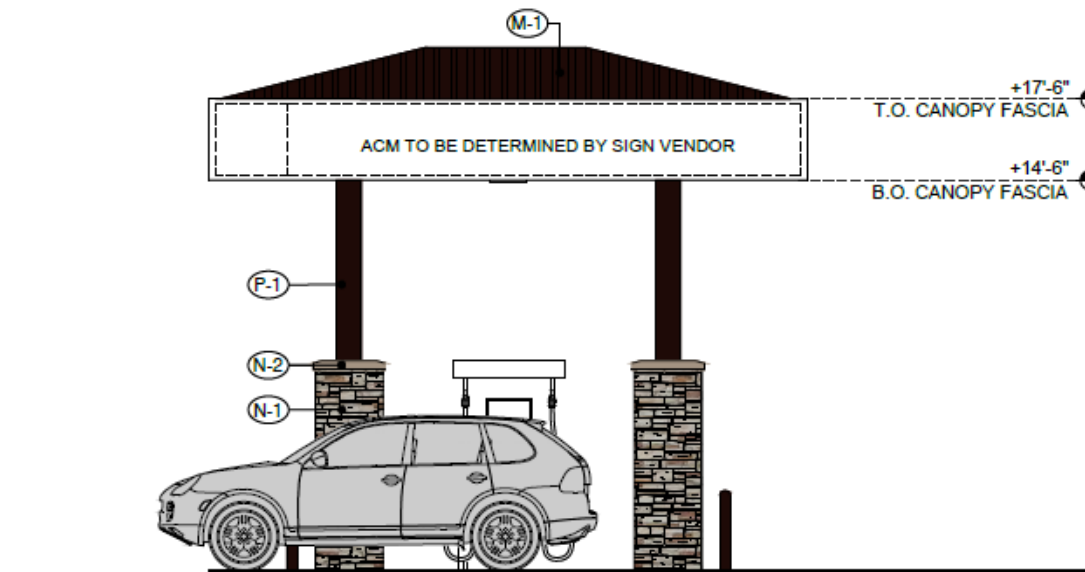
5 CANOPY SIDE ELEVATION

SCALE 3/16" = 1'-0"



7 TRASH ENCLOSURE

SCALE 3/16" = 1'-0"



6 CANOPY END ELEVATION

SCALE 3/16" = 1'-0"

EXTERIOR FINISH SCHEDULE		
NOTE: SEALANT COLORS: MATCH COLOR OF ADJACENT MATERIAL BEING SEALED - WHEN 2 OR MORE COLORS ARE ADJACENT, MATCH LIGHTER-COLORED MATERIAL.		
FINISH	MATERIAL	PATTERN
M-1	24 GAUGE GALV. SHEET METAL COPING CAP, SLOPE 1/2" PER FOOT, PRE-FINISHED TO MATCH CANOPIES AND OTHER METAL WORKS (SW 7048 "URBANE BRONZE") - OR SIMILAR	
P-1	PRE-FINISHED SHEET METAL DOWNSPOUT SYSTEM AND PRE-FABRICATED AWNINGS TO MATCH CANOPIES AND OTHER METAL WORKS (SW 7048 "URBANE BRONZE") - OR SIMILAR	
N-1	STONE VENEER - ELDORADO STONE - MOUNTAIN LEDGE - "SIERRA" - OR SIMILAR	
N-2	PRE-CAST CONCRETE SILL	
ST-1	DRYWIT (OR EQUAL) - EIFS - "SW 7505 TAVERN TAUPÉ" - OR SIMILAR	
S-1/S-2	KAWNEER, "DARK BRONZE" ALUMINUM STOREFRONT FRAME - 1" INSULATED CLEAR GLAZING BY OLDCASTLE OR EQUAL - OR SIMILAR	

Description		Date		Rev. #	
Proto 10-23-2019					
7-ELEVEN, INC. 3200 HACKBERRY ROAD, IRVING, TEXAS 75063 7-ELEVEN #1046457 PONY EXPRESS PKWY & PORTERS CROSSING PKWY EAGLE MOUNTAIN, UT 84005					
ELEVATIONS					
THE DIMENSION GROUP ARCHITECTURAL • CIVIL • ENGINEERING • MEP ENGINEERING 10708 SANDHILL ROAD, DALLAS, TEXAS 75248 TEL: 214-561-8400 WWW.DIMENSIONGROUP.COM					
Job#:	C20-034	Scale:	AS NOTED	Date:	04/28/2020
Drawn By:		Checked By:			
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SHEET:					
111					

During the May 26, 2020 Planning Commission meeting, the Commissioners discussed the public hearing and determined the intent of the Commission was to continue the hearing to the meeting in which the item returns.

MOTION: *Commissioner Wood moved to table the Auto Zone site plan and recorded plat amendment until the next scheduled meeting to allow time for the applicant to address concerns regarding the building's architectural design and site location, and to work with staff and experts to determine if a slope stability study is warranted for Tickville Wash. Commissioner Wright seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, Christopher Pengra, and Erin Wells. The motion passed with a unanimous vote.*

Commissioner Wood recessed the meeting from 7:36 p.m. to 7:46 p.m.

6.B. 7-Eleven Convenience Store Site Plan – Public Hearing

6.C. Dollar Tree Site Plan – Public Hearing

Items 6.A. and 6.B. were presented and discussed concurrently.

Mr. Hadley presented the items. The proposed 7-Eleven and Dollar Tree site plans are located on Lot 1 in the Carson Commercial development. The Carson Commercial Master Site Plan was approved by the City Council on August 6, 2019. The two-acre lot has enough acreage for both site plans. The applicant is interested in dividing the two-acre lot into two one-acre lots. Dividing Lot 1 could be processed as a final plat, as Carson Commercial Plat 3 has not yet been recorded. The Planning Commission and City Council will decide if the applicant can work with staff on a final plat application.

Mr. Hadley explained the only staff concern regarding the 7-Eleven site plan is adherence to Municipal Code signage requirements. Staff recommends the Planning Commission recommend approval of the 7-Eleven Convenience site plan to the City Council with the conditions that all landscaping is improved up to Pony Express Parkway with a mixture of plants and rock, the signage complies with Municipal Code requirements, and all lighting complies with the dark sky ordinance.

Mr. Hadley explained staff concerns regarding the Dollar Tree site plan include the architectural design, the building location and parking, and the sign design. Additional design features should be added to the proposed building to conform with Municipal Code, the building should be moved forward up to the road and the parking relocated to behind the building, and the sign should be designed to conform to City standards.

Mr. Hadley stated the applicant is working with staff to determine a left turn lane access. Staff recommends the Planning Commission recommend approval of the Dollar Tree site plan with the conditions that all landscaping is improved up to Pony Express Parkway with a mixture of plants and rocks, the signage complies with Code requirements, all lighting complies with the dark sky

ordinance, the architectural design include additional detail features including rock on the vertical columns and some type of awning to break up the stucco and windows, and the building is moved up to the road and the parking in the front is moved behind the building.

Commissioner Pengra asked when the application was submitted, as several features do not comply with Municipal Code standards. Mr. Hadley explained the materials were received within the appropriate time frame and the applicants requested to discuss some of the Code adherences concerns with the Planning Commission.

Applicant representative Larvin Pollock stated a lighting plan has been submitted, the lighting levels adhere to Code requirements, and none of the lighting poles are located between the rear of the buildings and residential units. He explained the 7-Eleven site plan was originally designed with the canopy in the front, but that caused visibility obstruction of the Dollar Tree store. He stated the submitted site plan designs allow for visibility for both the 7-Eleven and Dollar Tree locations while maintaining clearance for delivery and refueling truck access. He stated they have they designed the median in accordance with the City Engineer's specifications.

Commissioner Wood requested that staff indicate the location of the fuel pumps and tanks for the benefit of the public, and expressed concern that should the Commission determine to recommend moving the fuel pumps and tanks to the rear of the property in accordance with Code specifications, the fuel pumps, tanks and traffic would be closer to the home behind the property. He stated his preference that the 7-Eleven building abut the residential area and suggested the removal of the median to improve traffic flow. He expressed concern that the rear elevation of the Dollar Tree store does not adhere to Municipal Code standards.

Mr. Pollock indicated potential fuel truck routes and stated fuel trucks would not impede resident traffic flow.

Commissioner Everett expressed concerns regarding the location of the Dollar Tree building. He asked if the applicants would be amenable to reorienting the building to face east.

Applicant representative Ryan Forsyth stated an east-facing orientation could be researched but due to the shallowness of the parcel, locating the building against Pony Express Parkway would prohibit road clearance for delivery trucks due to the 7-Eleven orientation; he also indicated the Dollar Tree delivery route and doors.

Commissioner Wood concurred with Commissioner's Everett's suggestion to orient the building to the east and suggested the installation of a drive lane in front of the Dollar Tree to provide fuel truck access to the 7-Eleven fuel tanks in lieu of requiring parking in front of the Dollar Tree.

Commissioner Everett expressed concern regarding sign compliance for both sites. Mr. Forsyth stated he would work with staff to bring the signs into compliance.

Commissioner Pengra inquired regarding the lumens per square foot for the gas station and asked staff if the lighting plan followed Municipal Code standards and if berming will be included along Pony Express Parkway to shield headlights. Mr. Hadley stated the applicant had not yet provided

the total lumen count for the site. Mr. Pollock stated no berming was planned due to a retention pond but said landscape screening could be installed.

Commissioner Wright asked for details regarding the color scheme of the 7-Eleven canopy. Mr. Forsyth stated the canopy will follow the current 7-Eleven design style of a white canopy with green and red accents.

Commissioner Wood opened the public hearing for the 7-Eleven site plan at 8:29 p.m.

Resident email communications against the project were received from Jesse Green, Justin Ricks, Ana Najera, Brandon Woolf, Rochelle Cherry, Jesse Clark, Brook Dunford, Natalie Torres.

Commissioner Wood summarized resident concerns: property value impact, traffic increases or impediments, safety concerns regarding spills or fires, the location of the gas station, setback issues, and that residents were told office buildings would be constructed on the site.

The following residents requested to have their comments read into the record:

How will the gas station handle their tank emissions? Where will they emit from? Will concentrations be monitored and reported, if so how?

How will the gas station prevent runoff of toxic pollutants into adjacent properties? How will the gas station monitor pollutant (including methane, benzene) runoff into adjacent homes?

Joshua Hansen

I have serious reservations about the proposed businesses to be constructed directly behind my home. I strongly feel that retail businesses would be better suited across the street alongside the existing businesses. I worry that such businesses will damage the image of our community and hurt property values. Furthermore, I have many concerns about the construction of a gas station right behind my home. I worry about gas leaks and fire hazards that close to so many homes. Not to mention the light, noise, smells etc. I urge you to reconsider for the safety of my family.

Diana Anderson

Commissioner Wood closed the 7-Eleven site plan public hearing and opened the Dollar Tree site plan public hearing at 8:36 p.m.

Resident email communications against the project were received from Brandon Woolf, Diana Anderson, Rochelle Cherry, and Brook Dunford.

Commissioner Wood closed the Dollar Tree site plan public hearing at 8:37 p.m.

Mr. Forsyth stated 7-Eleven is the largest convenience store operator in the world and adherence to safety, environmental, and legal regulations is important to the company. He stated the property is zoned as commercial and the location is well-suited for the business. He expressed appreciation for stable businesses that provide essential services, especially in regard to the current economic

difficulties. He said both 7-Eleven and Dollar Tree maintain their property aesthetics and strive to comply with city codes and be a beneficial addition to communities.

Commissioner Wells inquired of staff regarding the zoning of the property. Mr. Hadley verified the location is zoned Commercial and had never been zoned specifically for office space.

Commissioner Everett stated the area had originally been proposed to be residential and townhomes were suggested for the location. He stated during his tenure as a Commissioner the site was rezoned to Commercial and was not required nor requested to allow only office use. He stated anyone that told residents the area was intended for a specific commercial use was not being truthful.

Commissioner Everett explained the City does not determine the location of businesses. Businesses approach the City and request to develop a specific property. The Planning Commission's responsibility is to recommend approval or denial based upon the project's compliance with Municipal Code.

Discussion ensued regarding the site plans' compliance with Code.

Commissioner Wright stated he is not opposed to the gas station, but his preference is to see a comprehensive plan for the location before approving either site plan and expressed concern regarding insufficient space for extended fuel tanks to be able to maneuver within the site. He acknowledged resident concerns and reiterated the site zoning as general Commercial. He explained his desire for more businesses to develop in Eagle Mountain City within designated areas and recognized 7-Eleven's experience and expertise in construction of gas stations and the company's ability to develop and maintain safe sites.

Mr. Forsyth stated Dollar Tree withdrew their application for a location in another state when required to locate the building adjacent to the street line. He stated each company has an individual timeline and requested the Commission consider the site plans individually.

Mr. Pollock stated the retention pond in the right-of-way was determined by the developer and would impact all lots in the development.

Commissioner Wright stated allowing 7-Eleven to not comply with Municipal Code location requirements, although preferable, results in the need for berming. Mr. Hadley stated the Code allows for landscape shielding in lieu of berming.

Commissioner Wells requested clarification from the applicant regarding truck routes to the 7-Eleven, should Dollar Tree withdraw their application. Mr. Forsyth explained he has other compact developments similar to this design and 7-Eleven does not utilize the larger tank trucks used by other companies.

MOTION: *Commissioner Pengra moved recommend approval to the City Council of the 7- Eleven Convenience Store site plan with the following conditions:*

1. *The applicant shall submit a lighting plan with the gas station canopy and light pole locations in compliance with Municipal Code requirements;*
2. *The applicant shall work with the City Engineer to refine the transportation/egress plan to ensure safe fuel truck access through removal of the median or other amendments;*
3. *Headlight screening shall be added along Pony Express Parkway;*
4. *Signage shall be in compliance with Municipal Code; and*
5. *The landscaping plan along Pony Express Parkway shall include plants in addition to rocks.*

Commissioner Everett seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, Christopher Pengra, and Erin Wells. The motion passed with a unanimous vote.

MOTION: *Commissioner Everett moved to table the Dollar Tree site plan until the applicant provides the following:*

1. *Plans showing the building oriented to front to the east, and moved toward Pony Express Parkway to allow for a traffic lane easement;*
2. *A lighting plan;*
3. *A monument sign in compliance with Municipal Code; and*
4. *Plans including architectural elements as outlined in Chapter 17.72.040 (b)(d)(e)(f).*

Commissioner Wright seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Erin Wells. Those voting nay: Christopher Pengra. The motion carried with a vote of 4:1.

6.D. Arrival Master Development Plan Amendment & Preliminary Plat Amendment – Public Hearing

Mr. Mumford explained that the applicant recently discovered shallow bedrock or other unacceptable soils in many of the remaining lots in the Arrival development. The purpose of the redesign is to provide each lot with suitable soils for septic drain fields based on geotechnical explorations in the area. The State now requires two redundant drain field locations on each lot, which was not the case when Arrival was originally approved.

The number of lots in the development has not increased; the lot area has been redistributed. No lot is smaller than half an acre; many one-acre lots have reduced sizes, but most half-acre lots have been slightly increased in size, ranging from 0.64 – 0.75 acres. He explained the lot distributions for the project in the existing plan and the proposed plan.

Existing Plan:

- 2+ acres: 2 lots
- 1-1.99 acres: 49 lots
- 0.5-0.99 acres: 11 lots (including 7 lots that are less than 0.64 acres in size)

Proposed Plan:



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 7, 2020**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the First Amendment to the Development Agreement Between Eagle Mountain City, Utah, and Stadion, LLC.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:	N/A		
APPLICANT:	Stadion		
GENERAL PLAN DESIGNATION NA	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Chris Trusty, Admin

PRESENTED BY:
Jeremy Cook

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution of Eagle Mountain City, Utah, approving the First Amendment to the Development Agreement Between Eagle Mountain City, Utah, and Stadion, LLC.

BACKGROUND:

The purpose of this amended agreement is to true up the costs for the preliminary offsite utilities that were installed by the City and financed by Stadion (Facebook). This agreement also adds additional offsite improvements in the West Access Road and Waterline project, which the City will bid out and oversee construction on, to be reimbursed by Stadion.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:
NA

ATTACHMENTS:

RES--Stadion Development Agreement - 1st Amendment
Exhibit--First Amendment to Development Agreement

RESOLUTION NO. R- -2020

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE FIRST AMENDMENT TO THE
DEVELOPMENT AGREEMENT
BETWEEN EAGLE MOUNTAIN CITY, UTAH, AND STADION, LLC**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the First Amendment to the Development Agreement with Stadion, LLC as set forth more specifically in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the First Amendment to the Development Agreement with Stadion, LLC as set forth in Exhibit A.
2. The First Amendment to the Development Agreement with Stadion, LLC is hereby approved as set forth more specifically in Exhibit A.
3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of July, 2020.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah
on this _____ day of _____, 2020.

Those voting aye:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

Those voting nay:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

Those excused:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

Fionnuala B. Kofoed, MMC
City Recorder

Posted to City bulletin boards on _____ by _____ .

Exhibit A

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is made and entered into as of _____, 2020, by and between EAGLE MOUNTAIN CITY, a municipal corporation of the State of Utah (the "City") and STADION LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, the "Company"). The City and the Company are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

RECITALS

A. The Parties entered into that certain Development Agreement, dated May 25, 2018 ("Development Agreement"), related to the development of certain real property located in the City of Eagle Mountain, County of Utah, State of Utah, as described on Exhibit A-1 (the "Property"), which includes certain real property acquired by the Company pursuant to the Notice of Additional Property, dated November 8, 2019. Capitalized terms used but not otherwise defined herein shall have their respective meanings set forth in the Development Agreement.

B. Pursuant to the Development Agreement, the City agreed to construct and the Company agreed to compensate the City for the Construction Costs associated with certain Water and Sewer Improvements, as described on Exhibit C to the Development Agreement. A portion of the Water and Sewer Improvements constitute System Improvements and the associated Construction Costs will ultimately be reimbursed to the Company through Direct Payment, Impact Fees Credits, tax increment financing or other forms of reimbursement.

C. Company desires to set forth in this Amendment Company's intent to utilize the Impact Fees Credits to the extent reasonably feasible, as determined by Company, in order to receive System Reimbursement due to Company pursuant to the Development Agreement.

D. Pursuant to the Development Agreement, the City agreed to construct and the Company agreed to compensate the City for the Construction Costs associated with certain Roadway Expansion work, as described in Exhibit D to the Development Agreement.

E. The City and Company desire to enter into this Amendment to revise the scope of work associated with the Water and Sewer Improvements and Roadway Expansion as specifically set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, it is understood and agreed by the Parties hereto as follows:

1. Recitals. The Recitals set forth above are acknowledged by the Parties to be true and correct in all material respects and are incorporated herein by this reference.

2. Completion of Previously Identified Infrastructure Improvements. The City and Company acknowledge and agree that the Infrastructure Improvements identified in Exhibit E and F to the Development Agreement have been completed in their entirety, inclusive of the System Improvements portion of such Infrastructure Improvements. The Company incurred the following actual costs in connection with completion of the said Infrastructure Improvements, which when multiplied by the System Improvement Percentages set forth in Exhibit E, result in the following System Reimbursement and Impact Fees Credits, which the Parties hereby agree the Company shall receive in the amounts set forth below:

Infrastructure Improvement/System Improvement Projects	Actual Cost	System Reimbursement/Impact Fee Credit
Redundant Water Line	\$4,224,634.27	-
City Center Well	\$1,218,130.80	-
3.5M Tank	\$3,271,538.00	-
CUWCD Pump Station	\$629,765.00	-
Total for Water Projects	\$9,344,068.07 (x.36)	\$3,363,864.51
Re-Use Project	\$6,929,941.81	-
Total for Sewer Projects	\$6,929,941.81 (x.239)	\$1,656,256.09
Pony Express Parkway	\$3,065,270.10	-
Total for Roadway Projects	\$3,065,270.10 (x.00)	\$0

To the extent reasonably feasible, as determined by the Company, Company agrees that it shall utilize Impact Fees Credits in order to receive System Reimbursements due to Company pursuant to the Development Agreement. A current estimate of the Impact Fees to be assessed by the City in connection with the Company's development of the Property is set forth on Exhibit G to this Amendment; provided, however, the Parties acknowledge that the amounts set forth on Exhibit G are a single-building estimate only and subject to change based upon the improvements actually constructed by Company and the lawfully imposed and uniformly assessed Impact Fees charged by the City at the time the applicable Impact Fees are paid or the applicable Impact Fee Credit is applied to an Impact Fee then due. The Impact Fee Credits as set forth in the Development Agreement and this Amendment may be conveyed, transferred, or assigned by Company, in whole or in part, to any of its subsidiaries, affiliates, related companies, or other wholly owned entity of Company without notice or consent of City. As to any other third party meeting the requirements of the Development Agreement, Company shall provide written notice to City at least fourteen (14) days in advance of any such conveyance, transfer, or assignment. If no written objection from City is received by Company within such fourteen (14) days period, then City shall be deemed to have approved such conveyance, transfer, or assignment without further notice.

3. Additional Water Improvements. The Parties agree that the City's efforts to develop the proposed 3,000 gallon per minute well proved unsuccessful and that, subject to Section 2 of this Amendment, the scope of the Water and Sewer Improvements set forth on Exhibit C to the Development Agreement is hereby revised to eliminate the 3,000 gallon per minute well and related piping improvements. In lieu thereof, the City will install approximately 9,915 linear feet of 18-inch waterline (the "Phase 2 Water Line") within the right-of-way for the Additional Roadway Work (defined below), which Phase 2 Water Line shall be included in the "Infrastructure Improvements" and a "System Improvement" for purposes of the Development Agreement. The scope of the Phase 2 Water Line is set forth in Exhibit C-1, which shall supplement Exhibit C to the Development Agreement.

4. Additional Roadway Work. The City and Company acknowledge and agree that, in addition to the Roadway Expansion, the City will construct the eastern half-width portion of the master planned section of a public road (Minor Arterial – 38 feet total width of asphalt) along and adjacent to the western edge of the Property extending north to Tiffany Way (the "Additional Roadway Work"), which Additional Roadway Work shall be included in the "Infrastructure Improvements" and a "System Improvement" for purposes of the Development Agreement. The scope of the Additional Roadway Work is set forth in the attached Exhibit D-1, which shall supplement Exhibit D to the Development Agreement. The Additional Roadway Work has been designed so that future expansion of the Additional Roadway Work can meet or exceed the criteria for designation as a "minor arterial road" under the Code to the extent possible. The City shall promptly take the following action(s): (a) to dedicate or otherwise designate for right-of-way purposes that portion of the required right-of-way for the Additional Roadway Work that is owned by the City; and (b) to accept from the Monte Vista Ranch, L.C. and promptly process for approval the roadway dedication plat or plats necessary to accomplish the dedication of the remaining portions of the right-of-way necessary for the City to complete the Additional Roadway Work. In the event the City believes it is required to exercise its powers of eminent to acquire the required rights-of-way, the City shall provide the Company not less than ten (10) days prior written notice before formally initiating an eminent domain action. Promptly following the Company's request therefor, the City shall grant to the Company an easement, license or other similar rights, in form and substance acceptable to the Company in its reasonable discretion, on, under and within any real property within the right-of-way for the Additional Roadway Work that has been dedicated to or is otherwise owned or controlled by the City in order to allow the Company and the Company Representatives temporary use of such rights-of-way to construct and maintain a temporary access until the Additional Roadway Work has been completed. The City shall grant to the Company any and all rights of access, ingress and egress over, on and through any real property owned by or dedicated to the City within the rights-of-way for the Additional Roadway Work that the Company determines from time to time are reasonably necessary or desirable in connection with the development or operation of the Project, which obligation may require the City to deliver and record in the Official Records easements or other instruments in form and substance acceptable to the Company in its sole discretion.

5. Additional System Improvements. The Parties acknowledge and agree that the Phase 2 Water Line and the Additional Roadway Work constitute Infrastructure Improvements that are necessary to the Company's development of the Property, a portion of which constitute System Improvements. Consistent with Section 4.3 of the Development Agreement, the parties agree that the estimated percentage of the Phase 2 Water Line and the Additional Roadway Work, separated by public facility type, are set forth on Exhibit E-1. The System Improvement Percentages for the Phase 2 Water Line and the Additional Roadway Work are based on the estimated Infrastructure Costs as set forth on Exhibit F-1. The System Improvement Percentages for these additional improvements shall be subject to adjustment to the extent that any of the Infrastructure Improvements are not constructed, or the actual cost of the Infrastructure Improvements is not consistent with the Estimated Infrastructure Costs.

6. Submission of Plans and Specifications. In an effort to facilitate the City's review and consideration of this Amendment and the Additional Roadway Work and Phase 2 Water Line, the Company caused to be prepared and has provided to the City engineered plans and specifications for the Additional Roadway Work and Phase 2 Water Line (the "Plans and Specifications"). The City acknowledges and agrees that the Plans and Specifications were provided to the City without cost or expense to the City and that the Company provided the Plans and Specifications to the City without any representation or warranty whatsoever. The City and Company agree that the City may use the City Engineer or such other independent engineering firm as the City may elect to finalize plans and specifications that can be used by the City in connection with the bidding and completion of the Additional Roadway Work and the Phase 2 Water Line. The Company agrees that upon the City's written request, the Company shall cause the Plans and Specifications to be updated or otherwise modified to accommodate unforeseen circumstances encountered in the field during construction of the Additional Roadway and the Phase 2 Water Line. All such updates and modifications to the Plans and Specifications shall be performed on a timely basis and at the Company's sole cost expense.

7. Complete Agreement; No Other Changes. This Amendment and the Development Agreement contain the entire agreement between the parties relating to the matters contained within such documents. Any modifications of this Amendment and the Development Agreement shall be of no force or effect unless in writing and signed by all parties. Except as set forth in this Amendment, the terms and conditions of the Development Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Development Agreement this Amendment will control.

8. Counterparts. This Amendment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and is intended to be binding when all parties have delivered their signatures to the other parties. All counterparts shall be deemed an original of this Amendment.

[signature page follows]

Dated this ____ day of _____ 2020.

CITY

Eagle Mountain City,
a municipal corporation of the State of Utah

ATTEST:

City Recorder

COMPANY

Stadion LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

Serial number: 59:057:0003

Legal Description: NW 1/4 AND W 1/2 OF NE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS;; COM FR W 1/4 COR SEC. 25, T6S, R2W, SLB&M.; N 0 DEG 20' 51" E 2676.06 FT; S 88 DEG 58' 33" E 2671.21 FT; S 88 DEG 58' 30" E 1335.59 FT; S 0 DEG 54' 3" W 2663.6 FT; N 89 DEG 9' 8" W 3980.95 FT TO BEG. AREA 244.782 AC.

Serial number: 59:057:0004

Legal Description: SW 1/4 AND W 1/2 OF SE 1/4, SEC. 25, T6S, R2W, SLB&M. ALSO DESCRIBED AS;; COM FR W 1/4 COR. SEC. 25, T6S, R2W, SLB&M.; S 89 DEG 9' 8" E 3980.95 FT; S 0 DEG 55' 59" W 2657.55 FT; N 89 DEG 24' 13" W 1367.89 FT; N 89 DEG 21' 28" W 2582.02 FT; N 0 DEG 15' 59" E 2672.94 FT TO BEG. AREA 242.655 AC.

Serial number: a portion of 59:069:0002

Legal Description: Beginning at the Northwest Corner of Section 36, Township 6 South, Range 2 West, Salt Lake Base and Meridian and running thence, along the northerly line of said Section 36, South 89°21'40" East 2582.48 feet to the North Quarter Corner of said Section 36; thence, along the northerly line of said Section 36, South 89°24'30" East 2405.48 feet; thence South 00°35'30" West 1100.00 feet; thence North 89°24'30" West 2406.39 feet; thence North 89°21'40" West 2542.66 feet to the west line of said section 36; thence, along said west line, North 01°26'04" West 1100.72 feet to the Point of Beginning. Contains 5,465,352 Square Feet (125.47 Acres)

EXHIBIT C-1

WATER IMPROVEMENTS

Phase 2 Waterline

Scope of Work

Water Improvements

Water Improvements--Phase 2

- 9,915 LF 18" Water Line
- PRV

Depiction

- See attached

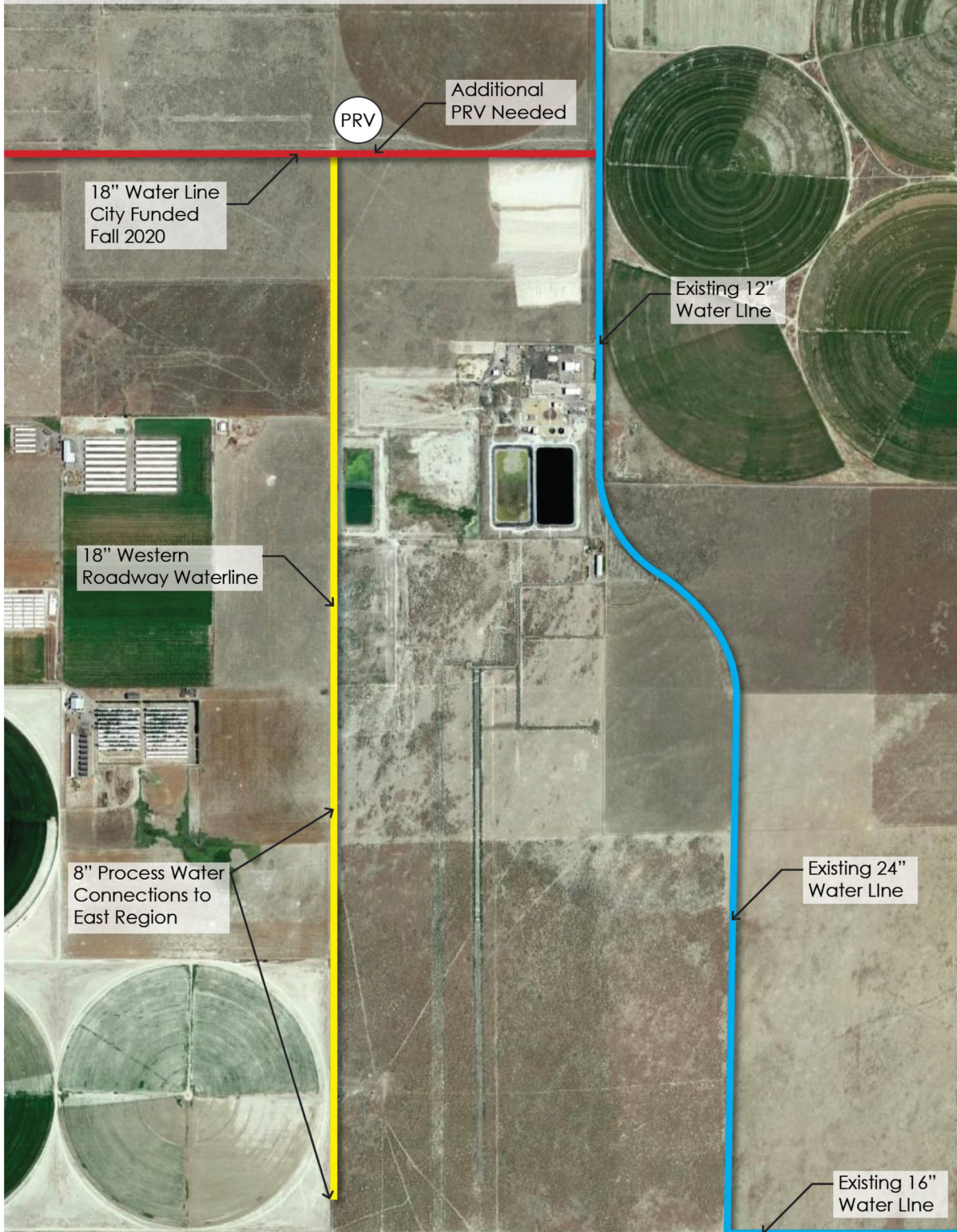
Construction Schedule

<u>Scope of Work</u>	<u>Design Bid Deadline</u>	<u>Design Completion Deadline</u>	<u>Construction Bid Deadline</u>	<u>Construction Completion Deadline</u>
<u>Water Line Improvements— Phase 2</u>	Provided by Company prior to the date of this Amendment	Provided by Company prior to the date of this Amendment	45 days following the date of this Amendment	150 days following the date of this Amendment ¹

¹ Subject to extension for weather-related delays; the City may pre-order materials in order to meet this deadline.

Western Roadway Exhibit

Water Network
Eagle Mountain, Utah
February 28, 2020



Eagle Mountain Off-Site Sewer Improvements

Stadion LLC
Legal

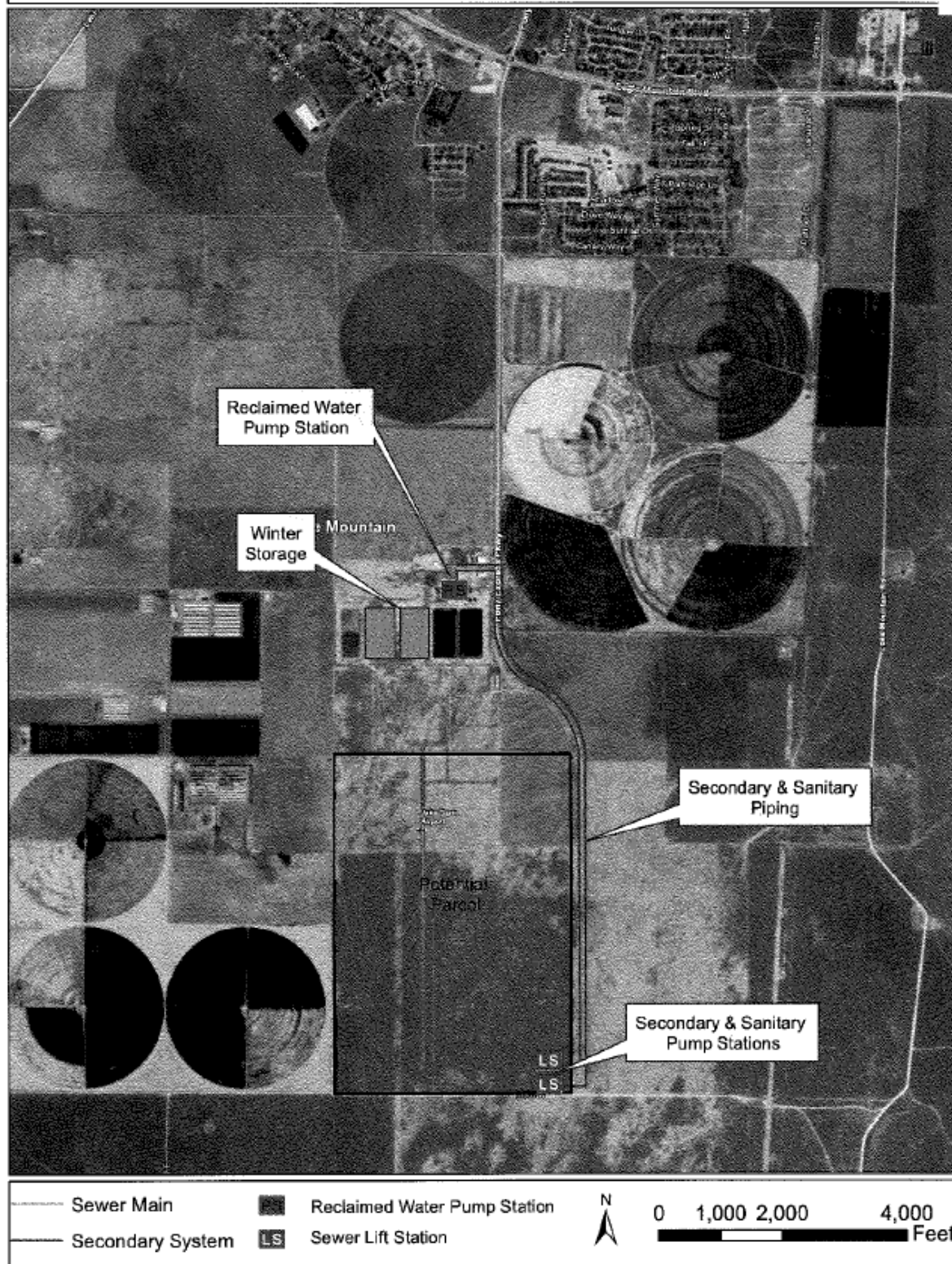


EXHIBIT D-1

ROADWAY EXPANSION

Additional Roadway Work

Scope of Work

- Construction of the eastern half-width portion of the master planned section of a public road (Minor Arterial – 38 feet total width of asphalt), commencing at the southern end of the City's ROW along and adjacent to the western edge of the Property and extending north to Tiffany Lane.

Depiction

- See attached

Construction Schedule

<u>Scope of Work</u>	<u>Design Bid Deadline</u>	<u>Design Completion Deadline</u>	<u>Construction Bid Deadline</u>	<u>Construction Completion Deadline</u>
<u>Additional Roadway Work-- Minor Arterial Roadway Expansion</u>	Provided by Company prior to the date of this Amendment	Provided by Company prior to the date of this Amendment	45 days following the date of this Amendment	90 days following the date of this Amendment ²

² Subject to extension for weather-related delays; the City may pre-order materials in order to meet this deadline.

Western Roadway Exhibit

Road Network
Eagle Mountain, Utah
February 28, 2020

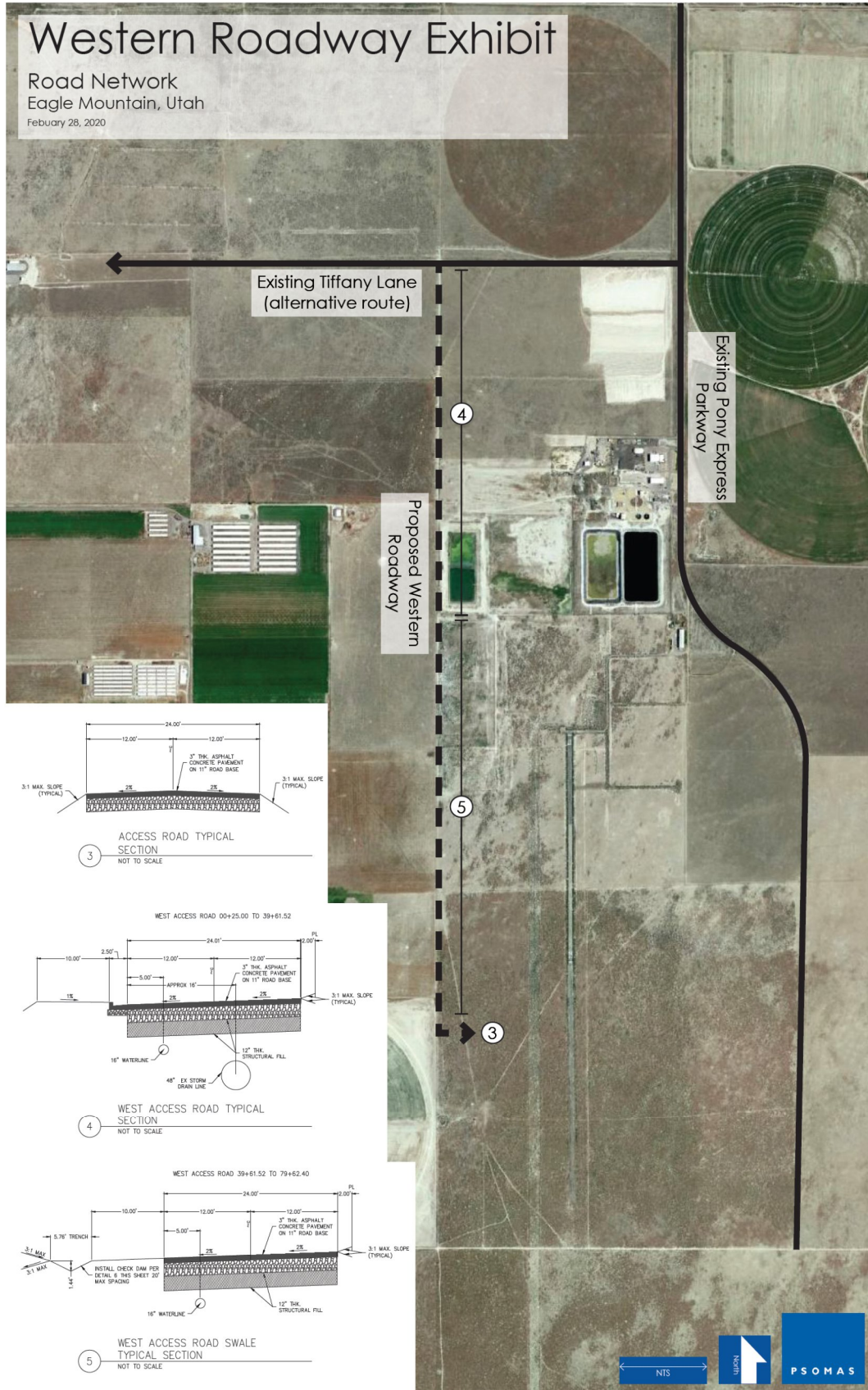


EXHIBIT E-1
SYSTEM IMPROVEMENT PERCENTAGES

The following system improvement percentages cover the Phase 2 Water Line and Additional Roadway Work projects only:

Water System Improvement – Phase 2 Water Line

- 55.0%

Minor Arterial Roadway Expansion—Additional Roadway Work

- Construction Costs (other than Land Acquisition Costs) - 0.00%
- Land Acquisition Costs - 100%

EXHIBIT F-1

ESTIMATED INFRASTRUCTURE COSTS

The following cost estimates cover the Phase 2 Water Line and Additional Roadway Work projects only:

	Estimated Project Improvements	Estimated Capital Improvements	Cost for non-Property adjacent improvements	System Improvement Percentage
Water (Psomas Estimate)	\$414,655	\$917,005	\$502,350	55.0%

#	Project	Estimated Cost
Water Projects		
1	Phase 2 Water Line--Water Line Improvement – Phase 2	\$917,005
Roadway Projects		
1	Additional Roadway Work--Minor Arterial Roadway Expansion	\$1,591,985

EXHIBIT G ESTIMATED IMPACT FEES

The usage and demand for the project have been reviewed based on the impact fees assessed for the General South Service Area impact fee zone. These impact fees are based on Equivalent Residential unit calculations for each impact fee category.

The ERU calculations are based on single building estimated use:

Water: 1 ERU = 0.9 ac-ft => Indoor Use = 135,000 gpd = 168 ERU's
Sewer: 1 ERU = 244 gpd => 45,000 gpd/ 244 gpd/ ERU = 184 ERU's
Transportation: 1 ERU = 10 trips/ day => 40 ADT/ 10 Trips/ ERU = 20 ERU's
Storm Drain: 1 ERU = 9,000 sq. ft. => assume no discharge from site
Parks and Trails: 1 ERU = 4.2 persons => assume 0.0 ERU

IMPACT FEE CALCULATIONS			
WATER			
Service Area 1 Buy In	\$ 707.00	168	\$ 118,776.00
Service Area 1 Future Facilities	\$ 3,554.00	168	\$ 597,072.00
TOTAL	\$ 4,261.00		\$ 715,848.00
WASTEWATER			
EM Properties Equity Buy In	\$ 114.00	184	\$ 20,976.00
Treatment Buy-in	\$ 1,982.00	184	\$ 364,688.00
Future Facilities	\$ 1,366.00	184	\$ 251,344.00
TOTAL	\$ 3,462.00		\$ 637,008.00
TRANSPORTATION			
98-3 Equity Buy In	\$ 514.00	4	\$ 2,056.00
97-1 SID Equity Buy In	\$ 1,234.00	4	\$ 4,936.00
EM Road/ Sweetwater Fencing	\$ 351.00	4	\$ 1,404.00
Airport Road Right of Way	\$ 33.00	4	\$ 132.00
Silverlake/ Pony Express	\$ 185.00	4	\$ 740.00
EM Blvd/ Sweetwater	\$ 248.00	4	\$ 992.00
Future Facilities	\$ 1,235.00	4	\$ 4,940.00
TOTAL	\$ 3,800.00		\$ 15,200.00
STORM DRAIN			
98-1 SID Equity Buy In	\$ 113.00	0	\$ -
EM Properties Equity Buy In	\$ 29.00	0	\$ -
Future Facilities	\$ 469.00	0	\$ -
TOTAL	\$ 611.00	0	\$ -
PARKS AND RECREATION			
Regional Park Equity Buy In	\$ 110.00	0	\$ -
Future Facilities	\$ 1,158.00	0	\$ -
TOTAL	\$ 1,268.00		\$ -
TOTAL			\$ 1,368,056.00



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 7, 2020**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the First Amendment to the Stadion Water and Sewer Agreement.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Jeremy Cook

RECOMMENDATION:

BACKGROUND:

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Stadion Water and Sewer Agreement - 1st Amendment](#)
[Exhibit A--First Amendment to Water and Sewer Agreement](#)

RESOLUTION NO. R- -2020

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE FIRST AMENDMENT TO THE
WATER AND SEWER AGREEMENT
BETWEEN EAGLE MOUNTAIN CITY, UTAH, AND STADION, LLC**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the First Amendment to the Water and Sewer Agreement with Stadion, LLC as set forth more specifically in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the First Amendment to the Water and Sewer Agreement with Stadion, LLC as set forth in Exhibit A.
2. The First Amendment to the Water and Sewer Agreement with Stadion, LLC is hereby approved as set forth more specifically in Exhibit A.
3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of July, 2020.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah
on this _____ day of _____, 2020.

Those voting aye:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

Those voting nay:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

Those excused:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

Fionnuala B. Kofoed, MMC
City Recorder

Posted to City bulletin boards on _____ by _____ .

Exhibit A

FIRST AMENDMENT TO WATER AND SEWER AGREEMENT

This FIRST AMENDMENT TO WATER AND SEWER AGREEMENT (“**Amendment**”) is made and entered into as of the _____ day of _____ 2020 (the “**Effective Date**”) by and between EAGLE MOUNTAIN CITY, a municipal corporation of the State of Utah (the “**City**”) and STADION LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, “**Customer**”). The City and Customer are sometimes referred to herein collectively as the “**Parties**” and each individually as a “**Party**”.

RECITALS

- A. The parties entered into that certain Water and Sewer Agreement, dated May 25, 2018, (the “**Agreement**”) whereby the parties set forth Customer’s rights to obtain water and sewer service to support the Project. Capitalized terms used but not otherwise defined herein shall have their respective meanings set forth in the Agreement.
- B. The City and Customer desire to enter into this Amendment to update the reserved water and sewer capacity for each Phase of the Project and provide for payment by Customer of additional One-time Development Charges for future use.

AMENDMENT

- 1. The Recitals set forth above are acknowledged by the Parties to be true and correct in all materials respects and are incorporated herein by this reference.
- 2. Subsection 1(c)(i) of the Agreement is hereby amended and restated in its entirety as follows:
 - (i) *Customer agrees as a condition of City’s issuing a certificate of occupancy for a particular Phase to pay the City the One-time Development Charge or apply Banked Water Credits (as defined in Subsection 1(c)(ii)) for the quantity of water necessary for such Phase (such quantity defined as the “Water Requirement”). The City has calculated that the aggregated Water Requirement for Phase I, Phase II, and Phase III is 172.32 acre-feet (“Initial CWP Purchase”) based on the size and total projected demand for Phase I, Phase II and Phase III provided by the Company. Before June 30, 2018, Customer paid the City the One-time Development Charge for 250 acre-feet of water. Of the 250 acre-feet for which the One-time Development Charge was paid, 57.44 acre-feet has been applied to satisfy the Water Requirement for Phase 1 of the Project, and 192.56 acre-feet constitutes Banked Water Credits. The Parties acknowledge and agree that if the average Water use per Phase is 10% more or less than 57.44 (i.e., one third of the Initial CWP Purchase), Customer shall have Banked Water Credits (as defined in Subsection 1(c)(ii)) to the extent that the average Water use is less or shall be required to pay additional One-time Development Charges or apply Banked Water Credits to the extent that the average Water use is more. City further agrees that if the Reclaimed Water System (as defined in Section 6 below) is implemented, Customer will receive Banked Water Credits in an amount equal to the*

average Processed Cooling Water (as defined in Section 6 below) City delivers per year from the Reclaimed Water System. For avoidance of doubt, if on average, ten (10) acre-feet of Processed Cooling Water from each existing Phase can be delivered from the Reclaimed Water System each year for use, then the Banked Water Credits from the Initial CWP Purchase would be thirty (30) acre-feet (10 acre-feet/year * 3 Phases). The City shall, in reviewing building permits for each Phase after Phase III, evaluate the Water Requirement. For future Phases, the Water Requirement shall be based on average net water use (i.e., delivered Water less Processed Cooling Water delivered from the Reclaimed Water System for use) for existing Phases.

3. Subsection 1(c)(ii) of the Agreement is hereby amended and restated in its entirety as follows:

(ii) Customer may, in its sole and absolute discretion, elect to prepay the One-time Development Charge for use as provide in this subsection. The One-time Development Charge shall be equal to the City's best One-time Development Charge rate under the Water Agreement that is applicable at the time of prepayment. Upon payment of the One-time Development Charge for which Customer is not presently seeking a certificate of occupancy, the City shall credit to Customer legal water supply in the number of acre-feet for which the One-time Development Charges have been paid but not applied to a Phase ("Banked Water Credits"). Customer may apply the Banked Water Credits on an acre-foot to acre-foot basis to any future Phase in satisfaction of the One-time Development Charge payment requirements of Subsection 1(c)(i). Customer may alternatively assign, without restriction, all or any portion of the Banked Water Credits to a developer of property within the municipal boundaries of the City. Such assignment of Banked Water Credits shall be accomplished by Customer's delivering to the City an assignment signed by Customer and the assignee that identifies the number of acre-feet of Banked Water Credits assigned. Thereafter, the City shall reduce Customer's Banked Water Credits by the number of acre-feet assigned, and the assignee may use the assigned Banked Water Credits in satisfaction of the water right dedication requirements in sections 13.20.250 and 13.20.260 of the Code (or any similar or successor water right dedication provisions) up to the number of acre-feet assigned by Customer. Subject to the provisions of this Subsection 1(c)(ii) and the discretion afforded Customer therein, Customer currently plans, but shall not be obligated, to prepay One-time Development Charges on or before June 30 of the listed years as follows:

Year	Additional Prepaid Charges (AF)	Cumulative One-time Charges Paid (AF)
2022	50	300
2023	50	350
2024	50	400
2025	50	450
2026	50	500

4. Exhibit B to the Agreement is hereby replaced in its entirety with Exhibit B-1 attached hereto.
5. This Amendment and the Agreement contain the entire agreement between the Parties relating to the matters contained within such documents. Any modifications to this Amendment and the Agreement shall be of no force or effect unless in writing and signed by all parties. Except as set forth in this Amendment, the terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between this Amendment and the Agreement this Amendment shall control.
6. This Amendment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and is intended to be binding when all parties have delivered their signatures to the other parties. The parties shall be entitled to electronically sign this Amendment and transmit a counterpart by electronic means (whether by facsimile, PDF, or other electronic transmission). All counterparts shall be deemed an original of this Amendment.

[Signature page follows.]

The Parties have executed this Amendment on the respective dates set forth below, to be effective as of the date first set forth above.

CITY

EAGLE MOUNTAIN CITY,
a municipal corporation of the State of Utah

Tom Westmoreland, Mayor

Date: _____

ATTEST:

City Recorder

Approved as to Form:

City Attorney

CUSTOMER

STADION LLC,
a Delaware limited liability company

By: _____

Name: _____

Title _____

Date: _____

EXHIBIT B-1

RESERVATIONS

1. Water Capacity Reservation. The Water capacity reservation for each Phase of the Project is 0.76 acre-feet per day, with a maximum flow rate of 500 gallons per minute, and within the range of 65 to 85 pounds per square inch (the “Water Capacity Reservation”), which Customer anticipates will become necessary in the following Phases of the Project: Phase I, Phase II, Phase III, Phase IV, and Phase V.

2. Sewer Capacity Reservation. The Sewer capacity reservation for each Phase of the Project is 0.38 acre-feet per day, with a maximum flow rate of 250 gallons per minute (the “Sewer Capacity Reservation”), which Customer anticipates will become necessary in the following Phases of the Project: Phase I, Phase II, Phase III, Phase IV, and Phase V.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 7, 2020**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Policies and Procedures Manual.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:	EM City		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Angela Valenzuela, Admin

PRESENTED BY:

Angela Valenzuela; Drug Policies presented by Emily Magleby and Patricia Saavedra

RECOMMENDATION:

BACKGROUND:

Staff recommends the proposed revisions to the Policy and Procedures Manual: Section II: Employment Classifications/Compensation, Section III: Salary Planning, Section XII: Family and Medical Leave Act, and Section XII: Leaves of Absence.

Many of the policies are outdated and need to be revised. Since this is a time-consuming project, staff is focusing on items according to their level of importance and those that are recommended or required by the State and or the Federal Government.

Staff further recommends edits to Section VIII: Alcohol and Drug Free Workplace and Section IX: Drug and Alcohol Testing. Primary changes include an acknowledgement of the State's Medical Cannabis Act, structural edits to distinguish between CDL and non-CDL requirements, and the linking of State and Federal regulations to the policy to promote compliance and accessibility to the regulations impacting the policy.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Policies and Procedures Manual - Drug and FMLA](#)

[Policies and Procedures Manual Revision](#)

[Drug Policy Revision](#)

RESOLUTION NO. R- -2020

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN CITY POLICIES AND PROCEDURES
MANUAL**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest and in the interest of the management of the City and the employees of the City to revise and amend the Eagle Mountain City Policies and Procedures Manual in use up to the date of this Resolution; and

WHEREAS, the Eagle Mountain City Policies and Procedures Manual has been edited, reviewed and compiled to represent the needs of the City and the rights and responsibilities of its employees and should be amended as presented in Exhibit A;

BE IT RESOLVED by the City Council of Eagle Mountain City, Utah:

1. The Eagle Mountain City Policies and Procedures Manual is hereby amended and adopted as set forth specifically in Exhibit A.
2. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of July 2020.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 7th day of July 2020.

Those voting aye:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

Those voting nay:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

Those excused:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

Fionnuala B. Kofoed, MMC
City Recorder

Posted to City bulletin boards on _____ by _____ .

Exhibit A



EAGLE MOUNTAIN

2020 Policies and Procedures Manual

Amended February 4, 2020

Table of Contents

Preface	1
Introduction	1
Section I: Equal Employment Opportunity	3
General Policy	3
Supervisor Responsibilities	3
Employee Responsibilities	3
Section II: Employment Classifications/Compensation	3
General Policy	3
Employment Classifications	4
Employment Status.....	4
Workweek/Work Period	5
Workdays	5
Work Hours	5
Attendance.....	5
Breaks and Lunch Periods	5
Compensatory Time Off.....	6
Overtime Pay/Special Situations.....	7
Work Records.....	8
After-hour On-call/Call-out	8
Safe Harbor Provision	9
Section III: Salary Planning	9
General Policy	9
New Employees Pay	10
Merit Increase	10
Selective Salary Adjustment	10
Longevity Increase	10
Cost of Living Adjustments.....	10
Promotion	11
Order of Salary Calculation	11
Reclassification.....	11
Demotion	11
Section IV: Benefits	12

Benefits	12
Workers' Compensation	12
Insurance.....	13
State and Federal Unemployment.....	13
Continuing Education.....	14
Investment Account.....	14
Retirement System	14
Section V: Employee Code of Personal Conduct.....	15
Professionalism.....	15
Privileged Information	15
Confidentiality.....	15
Gifts and Gratuities.....	15
Attendance.....	16
Appearance.....	16
Smoking.....	18
Personal Use of City Equipment and Facilities.....	18
Credit Cards.....	22
Outside Activities	22
Political Activity.....	23
Secondary Employee.....	23
Information Reporting	24
Use of Media/Media Requests	24
Securing City Offices	25
Section VI: Sexual/Gender Harassment	26
General Policy	26
Prohibited Conduct	27
Types of Corrective Action.....	27
Disciplinary Action	29
Victim Protection	29
Section VII: General Safety.....	30
General Policy	30
Proper Use of City Equipment and Tools.....	31
Section VIII: Alcohol- and Drug-free Workplace	32

General Policy	32
Employee Responsibilities	32
Disciplinary Action	32
Section IX: Drug and Alcohol Testing	33
General Statement.....	33
Drug Testing for CDL and Safety-sensitive Positions	34
Drug Testing Policy for Non-CDL or Non-safety-sensitive Positions.....	39
Section X: Utah OSHA Requirements.....	42
General Policy	42
Posting UOSHA Notices.....	42
Inspection Procedures	42
Accident Reporting Procedures	43
Section XI: Confined Space Entry	43
General Policy	44
Section XII: Family and Medical Leave Act.....	44
General Policy	44
Eligibility.....	44
Leave Options	45
Notice and Medical Certification Requirements.....	46
Benefits and Employment Status.....	47
Section XIII: Leaves of Absence.....	47
Absent without Leave	48
Paid Time Off Leave	48
Holiday Leave	49
Sick Leave	50
Maternity Leave	50
Injury Leave	51
Emergency Leave	51
Military Leave.....	51
Jury Leave.....	52
Funeral Leave	52
Administrative Leave without Pay	53
Leave without Pay.....	53

Documentation of Leave.....	53
Section XIV: Grievance Procedures.....	54
General Policy	54
Confidentiality.....	55
Filing	55
Section XV: Disaster Response Planning	55
General Policy	55
Section XVI: Employee Hiring.....	56
Employment.....	56
Recruitment	56
Selection.....	56
Placement	58
Volunteers.....	60
Section XVII: Disciplinary Action	61
General Policy	61
Types of Disciplinary Action.....	62
Causes for Disciplinary Action.....	64
Conducting an Investigation	66
Imposing Disciplinary Action.....	66
Appeal Procedures	67
Section XVIII: Termination of Employment.....	68
Types of Termination	69
Required Notice Prior to Termination	69
Termination Procedures	70
COBRA	72
Section XIX: Reimbursable Expenses	72
General Policy	72
Training and Conferences	72
Travel Policy	72
Purpose	72
Definitions.....	73
Guidelines	73
Section XX: Record Keeping	75

General Policy	75
Confidentiality.....	75
Personnel Files Requirements	76
Other Files Requirements	77
Maintaining Sexual harassment Complaint Files	77
Medical Information	78
Salary/Wage Requirements	78
Other Requirements	78
Section XXI: Payroll Administration	78
Pay Periods.....	79
Paydays	79
Minimum Wage/Salary	79
Pay Deductions	79
Section XXII: Website Live Chat Policy	79
Definitions.....	79
Purpose	80
Personal Information and Payments	80
Retention	81
Discrimination.....	81
Communication Practices	81
Work Hours and Safeguards	83
Handling Improper Conversations	84
Other General Policies	84
Penalties.....	84

Preface

It is the policy of Eagle Mountain City (City) to establish reasonable rules of employment conduct (i.e., guidelines for management and employees to follow) and to ensure compliance with these rules through a program consistent with the best interests of the City and its employees. THE EAGLE MOUNTAIN CITY POLICIES AND PROCEDURES MANUAL IS NOT, AND SHALL NOT BE CONSTRUED AS, AN EXPLICIT OR IMPLIED CONTRACT, SHALL NOT MODIFY ANY EXISTING AT-WILL STATUS OF ANY CITY EMPLOYEE, AND SHALL NOT CREATE ANY DUE PROCESS REQUIREMENT IN EXCESS OF FEDERAL OR STATE CONSTITUTIONAL OR STATUTORY REQUIREMENTS.

It is also the policy of the City to comply with Federal and State Equal Employment Opportunity guidelines. All employment decisions will be made without unlawful regard as to race, color, religion, sex, national origin, age or disability. To this end, the City will not engage in any unlawful discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, age, or veteran status, and will ensure that applicants and employees are treated without unlawful regard to these characteristics.

Additionally, it is the policy of the City to strive for safety in all activities and operations and to carry out the commitment of compliance with health and safety laws applicable to the City by enlisting the help of all employees to ensure that public and work areas are free of hazardous conditions.

The City reserves the right to change any of its policies and/or procedures set forth in this Manual (defined below) at any time for any reason. Therefore, if you have suggestions or comments concerning the content of this Manual, please submit them, in writing, to the Mayor for review and consideration.

Introduction

Welcome to employment with Eagle Mountain City! We are pleased to have you as part of the team serving City residents.

Experience has shown that written policies promote consistency, continuity, and understanding within an organization. The 2020 Eagle Mountain Policies and Procedures Manual (Manual) also aids in consistently achieving fair and equitable interpretation of policy. Employees are expected to uniformly follow and

administer the policies and procedures set forth in this Manual to the best of their abilities and understanding.

As an employee of the City, you are expected to read, understand, and follow the policies and procedures contained in this Manual. No employee, officer, agent, or other representative of the City has any authority to enter into any agreement for employment for any specified period of time or to make any agreement or representation, verbally or in writing, which alters, amends, or contradicts the provisions of this Manual.

It is the obligation of all employees of the City to conduct themselves in conformity with the principle of Equal Employment Opportunity at all times. All employment activities including, but not limited to, advertising, recruitment, hiring, promotion, demotion, transfer, disciplinary action, separation from employment, compensation, and training, shall be conducted without unlawful regard to race, color, religion, sex, national origin, age, or disability.

If there are questions pertaining to policies contained herein, please do not hesitate to contact the Human Resources ~~Director~~ Department. We wish you the best of luck and success in your position and hope that your employment relationship with the City will be a rewarding experience.

Sincerely,

Mayor and City Council
Eagle Mountain City

Section I: Equal Employment Opportunity

General Policy

It is the policy of the City to comply with Equal Employment Opportunity (EEO) standards in all phases of personnel administration, job structuring, recruitment, examination, selection, appointment, placement, training, upward mobility, discipline, etc., without unlawful regard to race, color, religion, sex, age, physical or mental disability, national origin, or veteran status. The City is an equal opportunity employer. The City prohibits any form of unlawful employee discrimination or harassment based on the foregoing factors. The Mayor, or designee, will ensure that the City is in compliance with all EEO standards.

Supervisor Responsibilities

The Mayor, or designee, will ensure that the City is in compliance with all of the personnel policies and procedures in this Manual. Additionally, the Mayor, or designee, will ensure that each employee receives a copy of this Manual (either in print form or electronic form) and that the employee signs and dates a Policy Statement and Acknowledgment Form acknowledging receipt of the Manual. The Mayor, or designee, will then cause the signed and dated Policy Statement and Acknowledgment Form to be placed in the employee's personnel file.

Employee Responsibilities

Employees are responsible for informing themselves about the policies, practices, and benefits set forth in this Manual by reading them and, if necessary, asking that they be explained to them. As set forth above, all employees are required to sign and date a Policy Statement and Acknowledgment Form stating receipt of this Manual (either in print form or electronic form).

Section II: Employment Classifications/Compensation

General Policy

The City will pay at least minimum wage and overtime to all employees except those who are specifically exempt from minimum wage and overtime under the Fair Labor Standards Act of 1938 (FLSA). The City will also provide equal pay to all employees doing similar work which requires substantially equal skill,

effort, and responsibility and is performed under similar working conditions, in accordance with the FLSA and the Equal Pay Act of 1963.

Employment Classifications

City employees are classified as follows:

- A. Full-time: Full-time employees are employees hired to work the City's normal, full-time, forty-hour workweek on a regular basis. Full-time employees are eligible for all City benefits. All full-time, employees are expected to work a minimum of 40 hours per week, 80 hours per pay period. For nonexempt employees, any hours less than 40 per week must be made up with paid time off (PTO), holiday leave, or compensatory time within the applicable pay period.
- B. Part-time: Part-time employees are nonpublic safety employees hired to work less than 30 hours a week on a regular basis. Part-time employees are not eligible for City benefits.
- C. Temporary/Seasonal: Temporary/seasonal employees are employees hired to work until the completion of a specific assignment, task, or time period, or employees hired to work less than 20 hours per week on a regular basis. A temporary/seasonal employee may be offered and may accept a new temporary assignment with the City and thus still retain temporary/seasonal status. Intern and training positions are considered temporary/seasonal. Individuals working for temporary employment agencies are employees of the respective agency and not of the City.
- D. Elected Officials: All elected officials, except a full-time Mayor, shall be classified as part-time.

Employees will be notified of their initial employment classification during their orientation and will be notified of any changes in their classification. Please direct any questions regarding your employment classification status to the Human Resource ~~Director~~ Department.

Employment Status

To facilitate provisions of the FLSA, employees are classified as either exempt or nonexempt, with respect to eligibility for overtime payment. The classifications are defined as follows:

- A. Exempt. Positions of a managerial, administrative, or professional nature, as defined by the FLSA, shall be exempt from mandatory overtime payment.
- B. Nonexempt. Positions of a clerical, technical, or service nature, as defined by the FLSA, which are covered by provisions for minimum wage and mandatory overtime payment.
- C. Public Safety. Position designated as public safety by the Mayor, or designee

Workweek/Work Period

- A. The workweek for employees not engaged in public safety activities begins on Sunday at 12:00:01 a.m. and ends on Saturday at 11:59:59 p.m.

Workdays

- A. Office and Clerical: Monday – Friday, 7:30 a.m. to ~~6:30~~ 5:30 p.m. Employees work four 10-hour shifts, or five 8-hour shifts.
- B. Public Works: Monday – Friday, 7:00 a.m. to 5:30 p.m.
- C. Part Time: As directed by the Mayor, or designee.
- D. Public Safety: Employees engaged in public safety activities, such as law enforcement and fire protection departments, as directed by the Mayor, or designee.

Work Hours

- A. Full-time office and clerical positions: as assigned by Mayor, designee or supervisor.
- B. Full-time public works positions: 7:00 a.m. – 5:30 p.m. including one half-hour (1/2-hour) unpaid lunch period – these are employees engaged in “utility installation/maintenance” activities and other positions as directed by Mayor or designee.
- C. Part time: as directed by the Mayor, or designee.
- D. Employees engaged in public safety activities, such as law enforcement and fire protection: as directed by the Mayor or designee

Attendance

Employees shall be in attendance at their workstations during normal working hours. Refer to the section entitled Employee Code of Conduct for specific policies regarding absences and tardiness.

Breaks and Lunch Periods

- A. Full time:
 - 1. Breaks: Two (2) fifteen-minute (15-minute) paid breaks are allowed during a standard workday. One break, if taken, must be taken during the first half of the workday, and the second break, if taken, must be taken during the second half of the workday. Breaks cannot

be used in conjunction with an extended lunch period or unused breaks to shorten an employee's workday.

2. Lunch: One half-hour (1/2-hour) unpaid lunch period during a standard workday.

- B. Part time: as directed by the Mayor or designee.
- C. Employee breaks and lunch periods will be taken at the discretion of the Mayor, or designee, to ensure continuity in the flow of work.
- D. If employees choose to work through their paid breaks, it is their decision to do so and no extra compensation will be paid for the extra time worked.
- E. Employees engaged in public safety activities, such as police and fire departments: as directed by the Mayor, or designee.
- F. Pursuant to Section 7 of the Fair Labor Standards Act (FLSA) an employee who is nursing will be allowed reasonable break time as needed to express milk for her nursing child for one year following the child's birth. Break rooms shall be free from intrusion from co-worker and the public. Such rooms shall be designated on an as-needed basis by the nursing mother's department head. Designated area will not be a bathroom.

Compensatory Time Off

- A. Only nonexempt employees may receive compensatory time off in lieu of overtime pay. The City's policy is to pay such employees working overtime unless the employee's supervisor approves compensatory time in advance. The employee's supervisor reserves the right to schedule when an employee's accrued compensatory time off will be used. Written employee requests to use their accumulated leave, including compensatory time during specific dates and times, must be approved by the employee's supervisor, who shall honor the requests unless granting the compensatory time off would create substantial hardship to the City. Employees who have accrued compensatory time before changing into exempt status have one (1) year from status change to use it.
- B. Overtime will be paid after employees have accumulated specific maximum amounts of compensatory time off during any work period as follows:
 - 1. For employees not engaged in public safety activities, not more than forty (40) hours of compensatory time off may accrue.
- C. Compensatory time off will be accumulated at the rate of one-and-one-half (1.5) times the regular hourly rate.

Overtime Pay/Special Situations

- A. For nonexempt employees not engaged in public safety activities, overtime pay applies for over forty (40) hours worked in a workweek and shall be compensated at the rate of one-and-one-half (1.5) times the regular hourly rate of the employee.
- B. For employees not engaged in public safety activities; if a holiday, PTO, falls within a workweek, the employee must actually work forty (40) hours over and above these hours before overtime applies. If an employee is regularly scheduled by their supervisor to work on a holiday for ~~5~~4 or more hours, such employee will:
 - 1. Receive regular holiday pay, plus regular hourly pay for the time actually worked, plus a \$50 holiday premium pay; or
 - 2. With approval of the Mayor, or designee, be allowed to take a day off in lieu of the regular holiday pay at a later date, provided such in-lieu-of date is within 30 days of such holiday.
- C. Overtime shall be approved by the Mayor, or designee, before it is worked, except for public safety activities, such as law enforcement officers and firefighters. Overtime shall be authorized for personnel only when absolutely necessary to provide required services. Violation of this policy may result in disciplinary action, up to and including termination.
 - 1. Public safety employees, such as law enforcement officers and firefighters, may work overtime without prior authorization only in emergency situations.
 - 2. Public safety employees, such as law enforcement officers and firefighters, who work overtime in emergency situations shall notify the Police/Fire Chief as soon as possible of the amount of overtime worked.
 - 3. Work time for non-exempt employees could include checking and responding to work-related messages. To avoid unnecessary overtime, non-exempt employees shall not use City-owned wireless devices after hours without advanced permission from the Department Head or City Administrator, unless the employee is in an on-call status.
- D. If the Mayor or City Council has declared a “disaster emergency,” employees who are called in to assist during the designated disaster period, regardless of the number of actual hours worked prior to the designated disaster period, will be paid at the rate of one-and-one-half (1.5) times the regular hourly rate of the employee for emergency hours worked outside of, or in addition to, their normal schedule. Hours worked under the condition described in this paragraph shall be

paid and cannot be accrued as compensation time. During designated disaster periods, exempt employees may be eligible for overtime pay as approved by the Mayor.

Work Records

- A. All non-exempt employees of Eagle Mountain City are required to maintain an accurate and legible record of all their hours worked for Eagle Mountain City on timecards. (Either in print form or electronic form).
- B. All non-exempt employees of the City shall complete and sign, as verification of accuracy, a timesheet, showing all hours worked, including approved overtime.
- C. All exempt employees shall complete and sign, as verification of accuracy, a work period record, showing any type of leave taken during such work period (either in print form or electronic form).
- D. Completed timesheets will be submitted to the employee's supervisor for approval. The timesheets should then be forward to the Human Resources ~~Director~~ Department for review and payment. Falsification of timesheets or failure of the employee to timely submit timesheets to the employee's supervisor will result in disciplinary action up to and including termination.

After-hour On-call/Call-out

- A. On-Call.
 - 1. One (1) employee from Water, Sewer, Parks, Streets, and or Stormwater will be on call for after-hours emergencies. These employees will be on call for an assigned period of time. During the period these employees are on call, they will be required to answer their cellular phone at any time and must remain within a ~~45~~-30 minute response time of the City for that period of time. In the event of an emergency, the on-call employee will be the first contact and will be notified through a call placed to their cellular phone.
 - 2. The on-call employee will receive additional compensation of one (1) hour of straight time for each day they are on call seven (7) hours for a period of one week. If the on-call employee is called out for an emergency after normal working hours, such hours will be paid at an overtime rate, 1.5 times their hourly rate, with a two-hour minimum.
- B. Call-Out.
 - 1. In the event that additional assistance is required beyond that which can be provided by the first contact on-call employee, other employees with technical expertise may be called out with the other on-call employees.

2. If an employee who is not the first contact is called out to provide additional assistance for an after-hour emergency, they will be compensated at the overtime rate of 1.5 times their hourly rate, with a two-hour minimum.

Safe Harbor Provision

- A. If an employee believes that they have not been appropriately compensated, or are subject to inappropriate deductions from their salary, the employee shall utilize the City's grievance procedure to resolve this matter.
 1. During the grievance process, if it is determined that the City was not appropriately compensating the employee or was otherwise making inappropriate deductions from an employee's salary, the City shall reimburse the employee for all compensation not paid or improperly deducted.
 2. If it is determined during the grievance process that the City failed to appropriately compensate the employee, or made improper deductions from an exempt employee's salary, the City shall take steps to correct the problems leading to the grievance.

Section III: Salary Planning

General Policy

The City is committed to maintaining wage ranges which are competitive with other Wasatch Front cities. ~~Every three years~~ Periodically, the Mayor, or designee, shall conduct a wage and benefits survey of cities of comparable size, or cities that provide similar services, to ensure that the City is offering competitive pay ranges. Annually, the Mayor, or designee, may conduct a wage and benefits survey of cities of comparable size or cities that provide similar services to ensure that the City is offering competitive pay ranges. Based on the market and classification analysis, the Mayor will review wage ranges and benefits and may recommend changes, as appropriate. The Mayor may make recommendations for market adjustments for specific job classifications or for the City as a whole.

Since City positions are not always equivalent with positions in cities of comparable size or cities that provide similar services, a classification analysis may also be done on each City position in conjunction with the market survey. The wage and benefit survey and classification analysis consider such factors as:

- A. Education and experience requirements;

- B. Supervisory and financial responsibilities;
- C. Level of risk in the position and the analytical requirements of the position;
- D. Prevailing rates of pay for similar employment in both public and private organizations;
- E. Cost of living factors;
- F. Other benefits received by employees; and/or
- G. The financial policy and economic conditions of the City.

New Employees Pay

Pay for newly hired employees shall normally be set at the minimum of the pay range assigned to a job classification. However, the Mayor may authorize pay for approved new hires as warranted by job qualification and experience within the range, subject to budget limitations.

Merit Increase

Please refer to Section III: Salary Planning- General Policy for information on wage and benefits surveys to ensure competitive pay ranges.

~~The City strives to recognize good performance and to give employees appropriate suggestions for improvement, when necessary. Consistent with this objective, an employee's performance will be evaluated by their supervisor, and the employee will receive a written evaluation at least annually. These written evaluations will be used in deciding the employee's merit increases each year.~~

~~Any merit increases employees receive will be based on their supervisor's evaluation and subject to budget limitations.~~

~~Selective Salary Adjustment~~

- ~~A. The Mayor or designee may recommend a selective salary adjustment in order to mitigate an inequity in pay ranges.~~
- ~~B. The Mayor or designee shall submit a written rationale supporting the recommendation to the City Council if the salary adjustment is above the budgeted amount.~~

~~Longevity Increase~~

~~The City may grant a longevity increase, subject to budget limitations.~~

Cost of Living Adjustments

Please refer to Section III: Salary Planning-General Policy for information on wage and benefits surveys to ensure competitive pay ranges

~~The City may grant a cost-of-living adjustment (COLA), subject to budget limitations. The COLA shall not exceed the new range maximum.~~

Promotion

- A. At the discretion of the Mayor or designee, a salary increase may be granted to an employee receiving a promotion. Such new salary shall be at least the minimum of the new range.
- B. The Mayor or designee may approve an increase up to the midpoint of the new range when a promotion results from a competitive recruitment to a new position level. Such an adjustment shall be based on exceptional qualification and subject to budget limitations.

~~Order of Salary Calculation~~

~~Multiple categories of pay increases awarded simultaneously shall be calculated in the following order:~~

- ~~A. Cost of living adjustment.~~
- ~~B. Merit.~~
- ~~C. Selective adjustment.~~
- ~~D. Promotion.~~
- E. Longevity.

Reclassification

- A. If the Mayor or designee reclassifies a position to a higher level, the Mayor or designee shall adjust the incumbent's salary to at least the minimum of the new range, based upon increased responsibility.
- B. A reclassification increase is subject to budget limitations.
- ~~C. If the Mayor or designee reclassifies a position to a lower level, the incumbent's salary shall remain the same. If the incumbent's salary exceeds the maximum of the new range, or provided the individual meets longevity status criteria (the longevity scale maximum), the incumbent is ineligible to receive a salary increase until the salary range or longevity scale increases to incorporate the incumbent's pay rate. An employee is ineligible to receive cost-of-living increases until the salary range increases.~~

Demotion

If an employee is demoted, either voluntarily or involuntarily, the Mayor may treat the employee's salary according to paragraph C in the Reclassification Section above, or reduce the salary to the applicable pay range.

Section IV: Benefits

Benefits

Employees are eligible for employee benefits as described in this section.

Workers' Compensation

- A. All employees are covered by Workers' Compensation, which provides medical reimbursement and disability benefits for job-related illness or injury. An employee does not accrue benefits while receiving Workers' Compensation payments. For exact compensation coverage, check the Workers' Compensation contract on file with the City.
- B. Employees may use accrued PTO to make up the difference between Workers' Compensation benefits and their base pay.
- C. An employee who sustains a bona fide, on-the-job injury may seek medical attention from a hospital or WorkCare, as appropriate. They must tell the doctor HOW, WHEN, and WHERE the accident occurred. The doctor will complete a medical report and copies of this report should be sent within seven (7) days to the insurance carrier, the Industrial Commission, and to the injured worker (*Please Note: do not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan*).
- D. Reporting the accident or illness is critical to qualification for payment under Workers' Compensation. If an employee is injured while on the job, no matter how minor, the circumstances should be reported to the Mayor or designee immediately. After the required report (copies of this form may be obtained by contacting the Human Resource Director) is filled out, a copy must be sent to the insurance carrier and to the Industrial Commission within seven (7) days of the date of injury.
- E. While on leave because of a bona fide, on-the-job injury or illness, an employee must contact their supervisor or the Mayor to report on their condition. Failure to provide the required medical status reports may result in revocation of the leave and/or disciplinary action, up to and including termination.
- F. All employees must return to work after the approval of the attending physician. A statement from the attending physician stating the employee is able to resume normal duties will be

required before returning to work. Failure to return to work when directed may result in disciplinary action, up to and including termination. An employee who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within their current job classification.

- G. At the time of final release or settlement of a Workers' Compensation claim, if no vacancy exists, and if a reasonable effort which has proven to be unsuccessful has been made to place the employee in another position, they may be terminated and paid any accrued benefits due to them.

Insurance

- A. Disability Insurance. The City provides disability insurance for benefit-qualified employees in lieu of the coverage typically provided by the social security system.
- B. Medical Health Insurance. The City provides health insurance for benefit-qualified employees. Subject to budget limitation, the City generally pays the full cost of single, double, or family coverage for the least expensive medical option offered by the City. Any full-time employee may carry a more expensive medical option by paying the difference in cost.
- C. Option for City to Make Additional Contributions to Employee Retirement Account. If an employee has health benefits through another health insurance plan and the benefits and evidence of such insurance are acceptable to the Mayor or designee, then upon written request by such employee, the City may at its option make an additional contribution into such employee's 401(k) or 457 retirement account maintained by the Utah State Retirement System in an amount equal to the premium of the City-sponsored health insurance plan for single coverage.
- D. Life Insurance. The City provides a basic life insurance policy for benefit-qualified employees free of charge.
- E. Insurance Termination and Conversion.
 - 1. Termination. When an employee is separated from employment with the City, the City will cease making contributions to the employee's insurance plans.
 - 2. Conversion. The City shall comply with the requirements of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985.

State and Federal Unemployment

All employees are generally covered by the benefits of State and Federal Unemployment.

Continuing Education

Employees are encouraged to obtain continuing education through attendance at job-related seminars. Requests for attendance must be approved in advance by the Mayor or designee.

- A. Required by City. When the City requires an employee to attend any education or training course, conference, seminar, or certification course, the City will pay for all associated costs including tuition or registration fees, authorized travel, meals, and lodging, and provide the necessary time off with pay.
- B. Encouraged by City. Employees are encouraged to further their education and training in areas that will enhance their job performance. Upon advance approval by the Mayor or designee, and upon successful completion of relevant training courses, employees shall be reimbursed for tuition fees, materials, and other necessary and approved expenses upon presentation of proper receipts up to a maximum of \$1,500 per City fiscal year, subject to budget availability (or as otherwise approved by the Mayor or designee as part of an employee's total compensation package). Proof of successful completion shall be submitted to the Mayor or designee and shall include one of the following:
 - 1. A certificate indicating successful course completion, if applicable.
 - 2. A grade point average of 2.0 or higher on a 4.0 (A, B, C, D) scale.
 - 3. A grade of pass on a pass/fail grading system.

Investment Account

The City does not participate with the social security system (specifically, the old-age survivor and disability insurance portion) but does participate in the hospital insurance portion. Subject to budget limitations, the City will match up to 6.2 percent of the employee's salary, when an employee makes a contribution into their City-approved investment account.

Retirement System

All City employees who are not part-time, temporary/seasonal employees and who receive at least one benefit normally provided by the City are enrolled in the Utah State Retirement Systems (URS) Public Employees Non-Contributory Retirement Plan. (This is in addition to their investment account in lieu of Social Security coverage.) The City will contribute the required payments for the Public Employees Non-

Contributory Retirement Plan. Full-time elected officials, taking office after June 30, 2011, are restricted to participation in the URS Tier 2 Defined Contribution Plan. Part-time elected officials are ineligible under Tier 2, so no statutory contributions are required.

Section V: Employee Code of Personal Conduct

Professionalism

The City is a professional association whose purpose, among others, is to provide professional services to its citizens. Its employees must adhere to high standards of public service that emphasize professionalism and courtesy. Employees shall efficiently and effectively carry out the work items assigned, maintain good moral conduct, and do their part in maintaining good relationships with citizens, fellow employees, and any members of the public while working and representing the City.

Privileged Information

City employees involved with information of significant public interest may not use this privileged information for personal gain, nor to benefit friends or acquaintances. If an employee has an outside interest which could be affected by any City plan or activity, this situation must be reported to the Mayor, or designee, immediately. Each employee is charged with the responsibility of ensuring only information that should be made available to the general public is released as defined in the Government Records Access and Management Act (GRAMA).

Confidentiality

Fellow employees have an unquestionable right to expect all personal information about themselves, their health, their family, and financial circumstances to be kept confidential. Every employee has an obligation to protect this confidence. Never discuss privileged information with others who are not authorized to receive it, either inside or outside the office.

Gifts and Gratuities

City employees are prohibited from soliciting or accepting any gift, privilege, gratuity, favor, entertainment, loan, or item of monetary value from any person seeking to obtain business with the City, or from any person within or outside the City employment whose interests may be affected by the employees' performance or nonperformance of official duties, except under circumstances allowed by the Utah Public Offices and Employee Ethics Act, Utah Code Ann. § 67-16-1, et seq.

Attendance

Regular attendance and punctuality are essential to providing high-quality work, service to customers, and to avoid extra work for fellow employees. The following information defines excused absences, unexcused/unauthorized absences, excessive tardiness, and excessive absences:

- A. Excused Absences. Excused absences may include but not be limited to personal illness, illness in the immediate family, bad weather that prohibits attendance, and important personal business that cannot be resolved after working hours.
- B. Unexcused/Unauthorized Absences. Unexcused/unauthorized absences are not tolerated. Any unexcused/unauthorized absence for any length of time may result in disciplinary action up to and including termination. When an employee is going to be late or will not be able to report to work, the employee must notify his supervisor prior to the scheduled work time. If the employee is ill or has an emergency, he should notify their supervisor as soon as possible on each day of absence
- C. Excessive Tardiness. Reoccurring and unapproved tardiness will not be tolerated. Employees are expected to be at work at the appointed time their shift begins. Department heads and supervisors are given flexibility to work with employees in establishing flexible shift assignments with approval of the Mayor or designee, so long as service levels are not compromised. Reoccurring tardiness may result in disciplinary action, up to and including termination.
- D. The City expects its employees to be at work at their appointed times. The City also understands that employees may need to take time off for personal matters, and, therefore, offers PTO leave in order for employees to attend to those matters. These leave options are benefits and privileges and approval of such may be subject to the needs of the City. Employees who excessively abuse these leave options may be subject to disciplinary action, including termination. If an employee's excessive absences are deemed by the supervisor and Mayor to be detrimental to the City and its ability to perform its services and responsibilities, which are detrimentally unattended to, disciplinary action may result, up to and including termination.

Appearance

In order to promote professionalism and quality customer service, the City has established the following minimum dress and grooming standards for all employees.

- A. Office Personnel. The City expects office personnel to present a favorable impression during any contact or possible contact with the public. All such employees are expected to maintain a neat, clean, and professional personal appearance. Standards of dress shall be appropriate to the job and the tasks to be accomplished. Office personnel shall, at a minimum, dress in casual business attire. Casual business attire shall mean clothing that is not unreasonably loose, baggy, revealing, provocative, sheer, tight-fitting, frayed, holey, torn, cutoff shorts, Bermudas, or capris. Plastic or rubber-type sandals (generally referred to as flip flops) are not allowed. Hats are not allowed. Extreme and distracting hair styles/or colors and clothing are not allowed. All jewelry must be conservative and businesslike in nature so that its presence does not distract from the nature of public services and employment. Tongue studs and other visible body piercing (other than ear piercings) and visible tattoos are not allowed at work or when representing the City. The City reserves the right to request the removal or covering of such body piercings and the covering of visible tattoos during office hours, or while representing the City.
- B. Building Inspectors, Public Works Field Personnel and Code Enforcement Officers. Building inspectors, public works field personnel, and code enforcement officers shall wear approved City uniforms during such time that they are regularly scheduled by the supervisor to work. Building inspectors, public works field personnel, and code enforcement officers shall not wear such uniforms during such times that they are not regularly scheduled by the supervisor to work. Building inspectors, public works field personnel, and code enforcement officers shall arrive at work at such times that they are regularly scheduled by the supervisor to work with clean, well-maintained, unsoiled, approved uniforms. Building inspectors, public works field personnel, and code enforcement officers who fail to comply with these rules are subject to disciplinary action, up to and including termination.
- C. Field Personnel. The City expects all other field personnel to present a favorable impression during any contact or possible contact with the public. Standard of dress shall be appropriate for the work assignment. Field personnel shall, at a minimum, wear shirts/blouses that cover their shoulders. The City supplies appropriate shirts for most field positions. Jeans are appropriate, as is rugged footwear that can handle daily work assignment demands. Clothing is likely and expected to become soiled during a day's assignments. However, employees are expected to arrive at work each morning with clean, well-maintained, unsoiled clothing. Unmaintained, permanently soiled, ragged-looking clothing is not acceptable. Hats with minimal or no wording/symbols may be worn under these same guidelines. Extreme and distractive hair

styles/colors and clothing are not allowed. Safety is paramount, and employees shall wear clothing that is considered safe for specific work assignments. Field employees are not allowed to wear earrings, necklaces, or nonmedical bracelets.

Smoking

In compliance with the Utah Indoor Clean Air Act, smoking is not permitted in City facilities. The City also prohibits smoking in City-owned vehicles. Employees smoking in any City facility or vehicle are subject to disciplinary action, up to and including termination. The use of e-cigarettes or other similar devices that provide a vapor of nicotine or other substance or simulate smoking are included in the definition of smoking in the Utah Clean Air Act. Accordingly, the use of e-cigarettes or any similar device will be treated the same as regular cigarettes, and anyone using e-cigarettes in a City owned building or vehicle will be subject to disciplinary action.

Personal Use of City Equipment and Facilities

- A. All equipment issued to an employee by the City shall be used only for City purposes and shall not be used by the employee, nor shall the employee allow anyone else to use said equipment, for personal or private uses. This general prohibition on the use of municipal equipment is subject to the following exceptions.
- B. Computer Equipment.
 - 1. Personal use of City-owned computer systems is permitted only when all of the following criteria are satisfied:
 - a. The use offers an opportunity for the employee to increase the employee's job-related knowledge and skills;
 - b. The employee is not compensated for the work performed, unless the employee has received prior written approval by the Mayor or designee;
 - c. The employee pays for the cost of consumables and other attendant expenses (for example, diskettes, paper, computer on-line/access charges, etc.);
 - d. The employee uses such computer system on the employee's personal time;
 - e. The employee does not use such computer system for permanent storage of data; and
 - f. Use does not conflict with the employee's City responsibilities or normal City business.

2. All data stored on, and software developed on, City-owned computer equipment is the property of the City and may be accessed, opened, read, archived, deleted, viewed/reviewed or monitored by the Mayor or designee at any time.
3. Employees, except as prompted by the City-owned computer system, are not permitted to establish or change passwords or any encryption on City-owned computer system without the prior written consent of their supervisor. Employees shall not disclose computer passwords.

C. Communication Systems/Computer System.

1. The City provides e-mail, voicemail, on-line subscriber services, the internet, intranet, website (Communications Systems), computers, printers, monitors, hardware, software (Computer System) to certain of its employees for their use to transact City business. The term Communications Systems may include Computer System, and the term Computer System may include Communications Systems.
2. Although the City recognizes that there will be incidental non-work-related use of Communication Systems or Computer System by its employees, these systems are intended to be used primarily for City purposes associated with the performance of each employee's job. Except as provided above, any use of the Communication Systems or Computer System for non-work-related purposes beyond limited incidental use is prohibited. All use must comply with this Manual. Any use of the Communications Systems or Computer System that adversely affects the operation of the Communications Systems or Computer System is prohibited. Employee will not be held responsible for unsolicited email that includes material (attachments, links, etc.) that would be considered prohibited pursuant to this Manual, provided the employee promptly deletes such email and does not forward such email to any other recipient.
3. The use of the Communication Systems or Computer System for the following purposes is prohibited:
 - a. Disparaging communications or jokes which are based on race, national origin, marital status, sex, sexual orientation, disability, age, religion, or any other characteristic protected under Federal, State or local law.
 - b. Communications that are lewd, vulgar, indecent, or obscene, or which contain sexual innuendo, metaphor or simile.
 - c. Communications that constitute libel, slander, or defamation.

- d. Downloading or sending or uploading of proprietary information, including copyrighted materials, trade secrets, proprietary financial information, or similar materials or media of unknown origin.
 - e. Accessing, storing, viewing/reviewing, downloading, copying, or sending pornographic or sexually explicit materials.
 - f. Gambling, wagering, or engaging in a lottery.
 - g. Gaming.
 - h. Shopping for items of a personal nature or items not City-related.
 - i. Knowingly introducing into the Computer System any piece of code used or intended to spy, copy, corrupt or destroy data, processes or programs (commonly referred to as virus, Trojan horse, worm, etc.).
 - j. Accessing chat rooms, message boards or any website not directly related to employee's duties.
 - k. Tampering with the configuration of antivirus software utilized by the Computer System without the prior written approval of the Mayor or designee.
 - l. Disabling or overloading the Computer System or related network or circumventing any system intended to protect the privacy or security of any user.
 - m. Installing or running any program or utility which reveals weaknesses in the security of the Computer System.
 - n. Accessing unauthorized or confidential information (including, but not limited to, protected, controlled, or private information as defined in GRAMA) for which access has not been granted to such person.
- 4. No software or hardware may be downloaded or copied (from the internet or otherwise), or installed without the prior written approval of the Mayor or designee.
 - 5. Information created, sent or retrieved through the Communication Systems or Computer System is generally regarded as public information. Employee should not expect that such information is private. In order to assure the proper and authorized use of the Communication Systems or Computer System, the City reserves the right to access, open, read, archive, delete, view/review, or monitor all of these systems, including stored communications. Examples of instances in which accessing or monitoring may be used include, but are not limited to, determine whether there is personal use, to determine whether copyrighted materials or trade secrets may have been transmitted, to determine

- whether sexually explicit materials have been accessed,; or to investigate other communications which may be illegal or otherwise contrary to this Manual.
6. Employees are expected to respect the confidentiality of messages sent to others. Employees may not access or review communications sent or received through any of the Communications Systems or Computer System that are not intended for or distributed to them, except for the purpose of monitoring as described above.
 7. All employees or departments having computers shall turn them off daily at the end of the work shift. The exceptions, of course, are those computers used to monitor or run the SCADA system, weather system, the sewer plant or the water systems. The monitors on the computers should also be turned off.
 8. The City will terminate access to the Communications Systems or Computer System of any employee or other user of the Communications Systems or Computer System who violates these rules.
 9. Any employee who fails to comply with these rules is subject to disciplinary action, up to and including termination. In addition, violation of this Manual may subject employees to civil or criminal liability.
 10. FAX and Copying Machines. Any employee desiring to use City-owned FAX or copying machines for items of a personal nature may do so after paying for such use at the published rate.
- D. Municipal Vehicles. Policies regarding municipal vehicles are set forth in the Eagle Mountain City's Fleet Policies and Procedure Manual. A copy of this document is set forth in an addendum to this Manual.
- E. Telephone calls.
1. Employees are expressly prohibited from making long-distance telephone calls of a personal nature on City-owned telephones.
 2. All employees will use City-owned telephones for local personal calls judiciously. Local telephone calls will be limited to necessity and must not disrupt the carrying out of employee responsibilities.
- F. Mobile Communication Devices. It is the policy of the City to provide City-owned mobile communication devices to selected personnel for the convenience of the City and employees in the performance of their official duties. City-owned cellular phones are intended for City business. Employees are discouraged from using these devices for personal use. It is recognized

that some incidental and minimal personal use may be required to save time and make the employee more efficient. Personal phone calls should be extremely limited in duration and frequency.

- G. Postage Meters. No employee shall be allowed to use City-owned postage metering machines at any time for posting and mailing of any material of a personal nature.

Credit Cards

City credit cards shall be used for official business in accordance with the following procedures:

- A. Credit card use cannot in any fashion be used to avoid adopted Purchasing Policies. Employees shall use existing accounts with vendors.
- B. Credit card use shall be for bona fide emergencies (when time restraints do not allow for the Finance Department to issue a check), for making traveling reservations, or when the amount of the purchase is unknown (such as a lunch meeting expense, etc.).
- C. The credit card shall only be used by the card holder or authorized representative, and the card holder is personally responsible for all purchases made on such credit card.
- D. Upon receiving a credit card receipt, employees shall record the following information on the receipt: the general ledger account number; a description of the deductible of the expense (which shall include information required by the IRS to document the deductibility of such expense); and a signature. Employees shall submit the receipt to the Accounts Payable Clerk before the close of business on the next business day after the receipt of the credit card receipt that they work.
- E. Credit card shall not be used for personal purchases.
- F. Stolen or lost credit cards must be reported promptly to the Finance Department but in no event, later than the close of business on the next business day after the card is lost or stolen.

Outside Activities

City employees shall not use City-owned property in support of outside interests and activities when such use would compromise the integrity of the City or interfere with the employee's duties. Specifically, an employee who is involved in an outside activity such as a civic organization, church organization, committee unrelated to City business, public office, or service club, shall:

- A. Pursue the outside activity on the employee's own time.
- B. Pursue the outside activity away from City offices.
- C. Discourage any phone, mail or visitor contact related to the outside interest at City offices.

- D. Arrange for leave or compensatory time off in advance to pursue the outside interest during business hours.
- E. Except as allowed by policy, not use City-owned equipment or supplies for the outside interest.

Political Activity

- A. An employee shall not be directly or indirectly approached, asked, or coerced to support a political activity, whether funds or anything else of value or time are involved.
- B. An employee shall not engage in political activity during work hours, unless on approved leave.
- C. An employee shall not use City-owned equipment, supplies or resources (for example, diskettes, paper, computer online and access charges, etc.) when engaged in political activity.
- D. An employee shall not use, discriminate in favor of or against, any person or applicant for employment based on political activities, political opinion, or political affiliation.
- E. An employee shall not use the employee's title or position while engaging in political activity.
- F. The City shall comply with the requirements of Utah Code Ann. § 34-32-1.1.

Secondary Employee

- A. City employment is primary.
 - 1. Employment with the City shall be the employee's primary employment. City employees are permitted to engage in secondary or outside employment under the following guidelines. Outside employment must not be of a type that would reasonably give rise to criticism or suspicion of conflicting interests or duties.
 - 2. Employees are required to provide written notification to the Mayor or designee using the City form before starting any secondary or outside employment (or continuing secondary or outside employment after the effective date of this version of the Manual, and on an annual basis thereafter). This notification should include the following information:
 - a. The secondary employer's name, business name, and business address.
 - b. A general overview of the type of business engaged in by the secondary employer.
 - c. The specific duties engaged in by the employee at their secondary employment.
- B. City's approval process.
 - 1. The Mayor or designee shall review the information contained in the form and determine whether the employee's secondary employment is approved or denied. Factors to consider include, but are not limited to, the following:

- a. That the secondary employment reasonably articulates some factor or factors which could negatively impact their employment with the City. For example, that the secondary employment could reasonably be expected to be too physically or mentally draining on the employee.
 - b. That the secondary employment could invoke a conflict of interest with their employment with the City.
2. This decision shall be communicated in writing to the employee. The employee:
 - a. Shall abide by that decision.
 - b. May voluntarily resign their employment with the City.

Information Reporting

- A. Employees have a responsibility to formally inform appropriate administrative officials if they become aware of or reasonably suspect the waste of public funds, property, manpower, or a violation of law.
- B. Employees shall refrain from spreading information which is hostile to City operations or have reason to know is malicious, false, or frivolous. Employees are not to disclose, or induce others to disclose, confidential information acquired due to their position. Employees are not allowed to use confidential information for gain or benefit.
- C. Employees have a duty to participate in an investigation, hearing, inquiry, or other form of administrative review by the City arising from a report of the existence of any waste of public funds, property, manpower, or violation of law.

Use of Media/Media Requests

Employees may be subject to disciplinary action, up to and including termination of employment, if an employee either directly uses any form of media (print, broadcast, digital, and online services such as Facebook, MySpace, Twitter, blogs, etc.) or the employee provides information or content for use in any form of media that:

- A. Creates a harassing, demeaning, or hostile work environment for any employee;
- B. Indicates or implies that the employee has or may in the future discriminate against another employee in the context of their employment based on a classification protected by state or federal equal protection laws, including, but not limited to, race, sex, religion, national origin, physical disability or age;

- C. Disrupts the smooth and orderly flow of City work;
- D. Discloses non-public information related to the City or its operations;
- E. Discloses non-public information about any person or entity that has contracted with or provided information to the City;
- F. Places in doubt the honesty, reliability, trustworthiness, or sound judgment of the employee;
- G. Attacks, demeans or disparages another employee, the Mayor, or the City Council related to any City issue or matter in a manner that is threatening, abusive or unprofessional;
- H. Establishes or suggests that the employee has violated or may violate any policy of the City including, but not limited to, use of illegal drugs or other unlawful activity;
- I. Establishes or suggests that the employee is not making efficient use of the employee's time while the employee is at work; or
- J. Harms the goodwill and reputation of the City among the community at large.

All requests from the media shall be directed to and managed by the Public Information Director. The Public Information Director will then notify the Mayor regarding all such requests from the media. In the event the Public Information Director is unavailable, media requests will be directed to and managed by the City Administrator or, in his/her absence, the Assistant City Administrator.

Unless specifically authorized by the Mayor, City Administrator or Public Information Officer, employees shall not publish or otherwise provide information for use in any form of media in a manner that suggests or implies that it is an official position or policy of the City. Employees are encouraged to either refrain from publishing information that may violate this policy, or request guidance from the City Administrator prior to publishing any information that may violate this policy. Depending on the circumstances, failure to seek such guidance may be considered evidence of intent to conceal a violation of this policy and to hinder an investigation into the matter.

Securing City Offices

The last employee in City Hall after operational hours is responsible for securing the building. Employees who believe that they are the last employee in the building shall announce using the paging feature on the phone that they are securing the building unless another employee contacts them. Any other employee in the building shall notify the employee making the announcement that they are remaining and will take responsibility for securing the building. If no other employee responds to the

announcement, the employee shall check each outside door to ensure that they are locked. Employees shall also close and lock all doors to the different suites. Prior to leaving the building employees shall set the security system.

Section VI: Sexual/Gender Harassment

General Policy

It is the policy of the City that:

- A. The giving or withholding of tangible job benefits based on the granting of sexual favors (quid pro quo) and any behavior or conduct of a sexual/gender-based nature which is demeaning, ridiculing, or derisive and results in a hostile, abusive, or unwelcome work environment constitutes sexual harassment.
- B. Unlawful discrimination/harassment of employees of any type, on or off duty, based on sex/gender, subtle or otherwise, shall not be tolerated, and violators will be subject to disciplinary action, up to and including termination.
- C. Retaliation or reprisals are prohibited against any employee who opposes a forbidden practice, has filed a charge, testified, assisted, or participated in any manner in an investigative proceeding or hearing under this policy.
- D. False or bad faith claims regarding sexual or gender harassment shall result in disciplinary action, up to and including termination, against the accuser.
- E. Employees accused of sexual harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before any disciplinary action may be taken.
- F. Records and proceedings of sexual harassment claims, allegations, or investigations are confidential and shall be maintained separate and apart from the employee's personnel file. In the event that a complaint is substantiated, documents of disciplinary action shall be placed in the offending employee's personnel file.
- G. All employees, supervisors and management personnel shall receive training on the sexual/gender harassment policy and grievance procedures during orientation and in-service training.

Prohibited Conduct

- A. Any deliberate, unwanted, or unwelcome behavior of a sex/gender-based nature, whether verbal, nonverbal, or physical is prohibited.
- B. Two major categories of sexual/gender harassment are:
 - 1. Quid Pro Quo, or the granting or conditioning of tangible job benefits for the granting of sexual favors.
 - 2. Creating a hostile or unwelcome work environment, which can occur through any or all of the following general means.
 - a. Level One: Sex role stereotyping.
 - i. Assignments made or denied solely on the traditional historic perceptions regarding the types of jobs that specific gender may/should perform.
 - ii. Comments or written material reinforcing traditional historic perceptions regarding gender.
 - b. Level Two: Gender harassment/discrimination.
 - i. Intentional or unintentional behavior/conduct of a visual or verbal nature directed at a specific gender which is demeaning, ridiculing, or derisive.
 - ii. Creating an environment that demonstrates a demeaning, ridiculing, or derisive attitude toward a specific gender.
 - c. Level Three: Targeted or individual harassment.
 - i. Intentional behavior predicated on gender or expressing sexuality which is directed at a specific group or individual.
 - ii. Offensive conduct may be verbal, visual, or physical, including unwanted touching of a noncriminal nature.
 - d. Level Four: Criminal touching.
 - i. The intentional unwanted touching of the breasts, buttocks, or genitals of another.
 - ii. Forcible sexual abuse.

Types of Corrective Action

Any employee who is being sexually harassed or who has personal knowledge of clearly offensive conduct may address the issue either through the formal or informal processes described below:

- A. Informal Action.

1. Employees who are experiencing an unwelcome or hostile work environment at Level One, Level Two, or Level Three as described above may, if they so desire, choose to address that unwelcome behavior/conduct informally by notifying the individual responsible for the behavior of the behavior that is objectionable, that the conduct/behavior is unwelcome, and that future similar behavior will result in a formal complaint. Employees experiencing sexual harassment at this level are not required to use the informal process and may file a formal complaint, if they so desire.
 2. This notification may be:
 - a. Verbally, in person.
 - b. In writing, signed or unsigned.
 - c. Through a supervisor (or a higher-level supervisor if a supervisor is the employee engaging in the offensive behavior), verbally or in writing. The victim may:
 - i. Ask the supervisor for assistance in determining what to say and how to approach the offending employee.
 - ii. Request the supervisor to accompany the victim when the victim gives the offending employee notice.
 - iii. Ask the supervisor to give notice to the offending employee, accompanied by the victim.
 - iv. Ask the supervisor to provide notice to the offending employee alone.
- B. Formal Action.
1. Employees who are experiencing an unwelcome or hostile work environment which is clearly offensive or at Level Four as described above, or who have been subjected to quid pro quo-type sexual harassment, should address that unwelcome behavior/conduct through the formal remedial process.
 2. Formal complaints should be in writing and specify:
 - a. The identity of the victim.
 - b. The identity of the offending employee.
 - c. The offensive behavior that the employee engaged in.
 - d. The frequency of the offensive behavior.
 - e. Damage the victim suffered as a result of the offensive behavior.
 - f. How the victim would like the matter settled, or what the victim would like to see happen.

3. The victim will be allowed a reasonable amount of time during work to prepare a formal complaint.
4. The victim should submit formal written complaints to their immediate supervisor. If the immediate supervisor is the employee engaging in the offensive behavior, the formal complaint should be submitted to the next highest supervisor, the department head, the Mayor, or designee.
5. All information regarding a formal action shall be held in strict confidence.

Disciplinary Action

Employees found guilty of sexual harassment may face disciplinary action, up to and including termination, based on all the circumstances of the case, as well as the offending employee's work history.

Victim Protection

- A. Individual complaints, either verbal or written, are confidential.
- B. Victims of alleged sexual harassment shall not be required to confront the accused outside of a formal proceeding.
- C. The accused shall not contact the victim regarding the alleged harassment.
- D. Retaliation or reprisals are prohibited against any employee who opposed a practice forbidden under this policy, or who has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing.
 1. Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action, up to and including termination.
 2. Retaliation is an additional and separate disciplinary offense.
 3. Retaliation may consist of, but is not limited to, any of the following:
 - a. Open hostility.
 - b. Exclusion or ostracism.
 - c. Special or more closely monitored attention to work performance.
 - d. Assignment to demeaning duties not otherwise performed during the regular course of the employee's duties.
 4. Dating, sexual relationships, and/or romantic relationships between or among employees must not interfere with such employees' work. For purposes of this subsection, dating, sexual relationship, and/or romantic relationship include any form of physical intimacy and

cohabitation. The City expects employees who become involved in such relationships to exercise discretion and maturity in the manner in which they relate to each other at work. Dating, sexual relationships, and/or romantic relationships between or among employees of different levels of authority within the City may affect the morale of coworkers by creating actual or perceived favoritism and may create potential claims of discrimination or harassment. For these reasons, any party to such a relationship should not participate in formal or informal supervision, review, or evaluation of the other employee(s) in such relationship. The City reserves the right to alter work relationships of parties engaged in such relationships in order to limit their professional contact. Also, to avoid claims of sexual harassment or gender-based discrimination, except for employees who are married, an employee who is or becomes involved in such a relationship must immediately notify the Mayor or designee in writing of such relationship, and the writing must be signed by all employees intending to be involved in such a relationship. The Mayor or designee will then meet with such employees to discuss the impact of such relationship on the operations of the City. For purposes of this subsection, writing does not include an e-mail.

Section VII: General Safety

General Policy

The following general safety rules will apply in all agency workplaces. Each department may propose for approval by the Mayor, or designee, safety rules applicable to the specific nature of work in their area but not in conflict with these rules.

- A. Proper licensing and extreme caution are required by all employees operating any type of power equipment.
- B. Employees will use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, back supports, orange vests, and hard hats, if required or appropriate to the work performed.
- C. Employees will avoid wearing loose clothing and jewelry while working on or near equipment and machines. Long hair will be properly secured.
- D. All accidents, regardless of severity, personal or vehicular, shall be reported immediately to the supervisor/manager.
- E. Defective equipment will be reported immediately to the supervisor, Mayor, or designee.

- F. Employees will not operate equipment or use tools for which licensing and training has not been received.
- G. In all work situations, safeguards required by State and Federal laws and regulations will be provided.
- H. Employees are to report all dangerous situations that they witness throughout the City, whether employees are on or off duty. Employees that discover dangerous situations around the City are to do what is feasible to secure the situation and report the problem to the appropriate department immediately. Some dangerous situations include but are not limited to: defective sidewalks, broken curbs, hanging limbs, loose handrails, open manholes, sunken basins and sewers, missing signs, physical assaults, threatening behavior, etc.
- I. Warning coworkers of unsafe conditions or practices they are engaged in which could lead to or cause an accident.
- J. Due to the potential risk of serious injury or death, employees are prohibited from entertaining, or caring for, guests or family members in or around inherently dangerous work areas. These areas include, but are not limited to:
 - 1. Road repair.
 - 2. Construction areas.
 - 3. Vehicle maintenance areas.
 - 4. Swimming pools.
 - 5. Animal control.
 - 6. Power plants.
 - 7. Sewers.

Proper Use of City Equipment and Tools

The use of City equipment or tools for private purposes is strictly prohibited. However, reasonable use of City tools and equipment to protect property and preserve life is authorized.

- A. Employees shall be required to attend training provided by the City; including an explanation of job hazards, safety procedures and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job description. Employees may attend additional training, as approved by the City.
- B. Mobile communication devices shall not be used in situations that constitute an immediate hazard.

Section ~~VII~~ VIII: Alcohol- and Drug-free Workplace

General Policy

The purpose of this policy is to promote a drug free workplace as outlined in the [Federal Drug-free Workplace Act of 1988](#), ~~by providing a safe and productive work environment free from impaired performance caused by employee use or abuse of alcohol, controlled substances, and/or medication.~~

Employee Responsibilities

- A. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
- B. Any employee convicted under a Federal or State statute regulating controlled substances shall notify their supervisor and the Mayor within five (5) days after the conviction.
- C. No employee shall consume alcoholic beverages immediately before work, during work hours, while at work during breaks or lunches, or while on call for work.
- D. No employee shall be impaired by alcohol, illegal drugs, or medication during work hours.
- E. No employee shall represent the City in an official capacity while impaired by alcohol, illegal drugs, or medication.
- F. No employee using medication that may impair performance shall operate a motor vehicle or engage in safety-sensitive functions while on duty for the City.
- G. If an employee is using prescription or nonprescription medication that may impair performance of duties, the employee shall report that fact to their supervisor.
- H. An employee who has reason to believe that the performance of another employee is impaired by alcohol, illegal drugs, and/or medication shall immediately notify the Mayor or designee.

Disciplinary Action

Because of the serious nature of illegal use or abuse of alcohol, controlled substances, and/or medication, appropriate ~~employee~~ disciplinary action will be taken if an employee is found in violation of these policies, up to and including termination.

Section IX: Drug and Alcohol Testing

General Statement

To achieve a drug-free workplace, applicants and current employees of Eagle Mountain are required to participate in drug-testing; the frequency, type, and disciplinary response of drug tests will vary depending on whether the employee's position requires a CDL or is considered safety-sensitive.

~~A. It is the policy of the City that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance and/or the distribution, dispensation, possession, or use of alcohol in the workplace is expressly prohibited.~~

~~1. In order to achieve a drug-free workplace, employees in, and applicants for, safety sensitive positions shall be required to participate in all of the following alcohol and controlled substances testing:~~

~~a. When an applicant has been extended a conditional offer of employment but before beginning work.~~

~~b. When there is a reasonable suspicion to believe that the employee is in an impaired state.~~

~~c. When the employee has been involved in an on-duty accident or unsafe work practice.~~

~~d. On a random basis.~~

~~e. As a condition for return to duty after testing positive for controlled substances or alcohol.~~

~~f. As part of follow-up procedures to employment-related drug or alcohol violations.~~

~~2. In order to achieve a drug-free workplace, applicants for any positions shall, as a condition of employment, be required to participate in alcohol and controlled substance testing after the applicant has been extended a conditional offer of employment, but before beginning work.~~

A. Scope. This policy covers all employees of the City and applicants to the City.

B. Definitions.

1. Alcohol. Alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol, no matter how packaged or in what form the alcohol is stored, utilized, or found.

2. Controlled Substances. Controlled substances are defined by the Comprehensive Drug Abuse Prevention and Control Act as marijuana (THC), cocaine, phencyclidine (PCP), opiates, ~~and~~ amphetamines (including methamphetamine), or other substances which may only be legally obtained and used pursuant to a physician's prescription. Under Utah's Medical Cannabis Act,

legally-obtained medical cannabis is not considered a controlled substance for non-CDL and non-safety-sensitive employees in the State of Utah.

3. On-duty Accident. Any accident involving the loss of life or the issuance of a moving traffic citation to the employee or any on-the-job injury which requires medical attention.
4. Positive Test. Any test result showing a blood alcohol content (BAC) of 0.02 or greater, or the presence of any controlled substance in the test subject. According to the [Nondiscrimination for Medical Care or Government Employment](#) provision of Utah's Medical Cannabis Act, the presence of cannabis shall not count toward a positive test result for non-CDL or non-safety-sensitive employees who have legally obtained medical cannabis.
5. Refusal to Submit to Testing. Failure to provide an adequate breath or urine sample without a valid and verified medical explanation, after the employee has received notice that they are being tested and a breath or urine sample is required, or engaging in conduct that clearly obstructs the testing process.
6. Reasonable Suspicion. Knowledge sufficient to induce an ordinarily prudent and cautious person ~~man~~ under the circumstances to believe that a prohibited activity is occurring.
7. Safety-sensitive Duties. Any ~~duties requiring a Commercial Driver License (CDL)~~, firefighter or paramedic duties, law enforcement duties, ~~duties or positions deemed safety sensitive by the City or the United States Department of Transportation, or duties requiring a Commercial Driver License (CDL).~~

Drug Testing for CDL and Safety-sensitive Positions

To achieve a drug-free workplace, employees in and applicants for ~~positions deemed~~ safety-sensitive or ~~requiring a CDL~~ shall be required to participate in all the following alcohol and controlled substance testing according to the rules established by the ~~Federal Highway Administration~~ ~~United States Department of Transportation~~: pre-employment, reasonable suspicion, random, post-accident, return to duty, and follow-up.

- ~~a. When an applicant has been extended a conditional offer of employment but before beginning work.~~
- ~~b. When there is a reasonable suspicion to believe that the employee is in an impaired state.~~
- ~~c. When the employee has been involved in an on-duty accident or unsafe work practice.~~
- ~~d. On a random basis.~~
- ~~e. As a condition for return to duty after testing positive for controlled substances or alcohol.~~
- ~~f. As part of follow-up procedures to employment-related drug or alcohol violations.~~

A. Testing Notice

~~1. City employees who, under City requirements, hold CDLs or positions considered “safety-sensitive” are required under rules established by the Federal Highway Administration to be subjected to preemployment, reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing.~~

a. When conducting any of the above noted tests on CDL or safety-sensitive employees, the City shall provide the employee with the following notice:

- i. The drug and/or alcohol test you are being required to take is required under rules established by the Federal Highway Administration United States Department of Transportation pursuant to the Omnibus Transportation Employees Testing Act of 1991
- ii. If you refuse to submit to the required testing you may be subject to disciplinary action, up to and including termination.

B. Testing Types

1. Preemployment. Applicants with conditional offers from the City are required to submit to drug testing before performance of employment duties as outlined in CFR Title 49, Subtitle B, Chapter III, Subchapter B, Part 382.301.

2. Reasonable Suspicion. When a designated supervisor makes a determination that there is reasonable suspicion to believe that an employee performing or assigned to safety-sensitive positions is using, is under the influence of or, or is in possession of alcohol or controlled substances, the employee shall be subject to drug/alcohol testing according to the rules outlined in CFR Title 49, Subtitle B, Chapter III, Subchapter B, Part 382.307.

a. The supervisor making the determination that reasonable suspicion exists shall submit written documentation setting forth the specific, contemporaneous articulate observations concerning the appearance, behavior, speech, or body odors of the employee which resulted in the reasonable suspicion determination. Reasonable suspicion of use of a controlled substance may also be based on observation of indications of the chronic and withdrawal effects of controlled substances.

- i. The required observations underlying reasonable suspicion testing must be made by a supervisor or City official who has received at least two (2) hours of training on the physical, behavioral, speech, and performance indicators of alcohol and drug use.

- ii. Observations underlying the reasonable suspicion testing must be documented in writing and signed by the supervisor or City-designated official within twenty-four (24) hours, or before the results of the test are announced, whichever is ~~later~~ **earlier**.
 - iii. Reasonable suspicion testing may not be conducted by the same supervisor who makes the reasonable suspicion determination.
 - b. Special requirements associated with reasonable suspicion alcohol testing.
 - i. Alcohol testing is authorized only if the observations set forth above are made during, just proceeding, or just after the performance of safety-sensitive functions.
 - ii. If an alcohol test is not administered within two (2) hours following the identification of reasonable suspicion, the supervisor shall prepare and maintain documentation stating why the test was not administered within two (2) hours.
 - iii. If an alcohol test is not administered within eight (8) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer an alcohol test and shall prepare and maintain documentation stating why the test was not administered within eight (8) hours.
 - c. Special requirements associated with reasonable suspicion drug testing. If a drug test is not administered within thirty-two (32) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer a controlled substance test and shall prepare and maintain documentation stating why the test was not administered within thirty-two (32) hours.
 - d. Upon required testing due to reasonable suspicion, the employee tested shall not engage in the operation of any City equipment or engage in any employment-related duties, which their supervisor deems dangerous to themselves or others, until the results of the tests are received and the employee is released back to work by the Mayor or designee.
3. Random: Employees assigned to, or performing, safety-sensitive duties are subject to random drug/alcohol tests **according to the rules outlined in [CFR Title 49, Subtitle B, Chapter III, Subchapter B, Part 382.305](#)**.
- a. Random tests shall be both of the following:
 - i. Unannounced.

- ii. Reasonably spread throughout the year.
- b. Each employee within a testing pool must have an equal chance of being tested each time a random test is conducted.
- c. Random Testing for CDL Drivers.
 - i. CDL drivers may be subjected to random alcohol testing only while performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.
- d. Drug tests may be performed at any time the driver is on duty.
- e. ~~Pool-Testing~~ Consortia: The City may join a consortium with testing pools large enough ~~so~~ that the City's CDL drivers are always subject to random testing, and the required annual testing rate shall be met by tests conducted ~~of all drivers~~ within the pool.
 - i. If ~~and when~~ the City chooses to join a drug/alcohol testing consortium, the City shall designate a liaison to coordinate with the testing consortium and obtain and maintain all of the following records and information:
 - a. How the random selection pool was assembled.
 - b. The method of selection and notification of drivers.
 - c. The location of collection sites.
 - d. Methods of reporting the test results on each driver.
 - e. Summary reports on the consortium's program showing that the consortium tested at the prescribed minimum annual rates for alcohol and/or controlled substances.
- 4. Post-Accident: An employee involved in an on-duty accident or unsafe work practice is subject to drug testing according to the rules outlined in [49 CFR, Subtitle B, Chapter III, Subchapter B, Part 382.303](#).
- 5. Return to Duty. Employees who have tested positive previously are required to test again as a precondition to a return to duty according to [49 CFR Part 40, Subpart O](#).
- 6. Follow-up Testing. Employees who have violated this policy and continue to work for the City shall be subject to follow-up drug/alcohol testing for a period of not less than one (1) year and not to exceed sixty (60) months according to the rules outlined in [49 CFR Part 40, Subpart O](#).

- a. Employees subject to follow-up testing will be tested a minimum of six (6) times in the first (1st) twelve (12) months following their return to duty.
- b. Follow-up testing beyond one (1) year shall be based on a need assessment provided by a substance abuse professional.

Prohibited Conduct

C. Consequences of Positive Test

1. Alcohol.

- a. If any alcohol test result shows a BAC of 0.04 or greater, the employee shall be removed from, and cannot return to, a safety-sensitive function until, at a minimum, all ~~of~~ the following are met:
 - i. The employee undergoes evaluation by a substance abuse professional, and where necessary, rehabilitation.
 - ii. The substance abuse professional determines that the employee has successfully complied with any required rehabilitation.
 - iii. The employee undergoes a return-to-duty test with a result of less than 0.02 BAC.
- b. If an employee's test results show a BAC of greater than 0.02, but less than 0.04, the employee shall not be permitted to perform any safety-sensitive functions for at least twenty-four (24) hours.

- 2. Drug/Controlled Substances. If a drug test result shows that the employee has misused a controlled substance, the employee shall be removed from, and cannot be returned to, a safety-sensitive position until, at a minimum, all of the following are met:
 - a. The employee undergoes evaluation by a substance abuse professional, and where necessary, rehabilitation.
 - b. The substance abuse professional determines that the employee has successfully complied with any required rehabilitation.
 - c. The employee undergoes a return-to-duty test with a verified negative test result for controlled substances.

Drug Testing Policy for Non-CDL or Non-safety-sensitive Positions

To comply with the requirements of the Federal Drug-free Workplace Act of 1988, the City maintains the right to perform the following drug tests for non-CDL and non-safety-sensitive employees: pre-employment, reasonable suspicion, post-accident, return to duty, and follow-up.

A. Testing Notice.

- ~~2. Before performing any alcohol or drug test authorized by this policy, the City, through its designated representative, shall notify the employee being tested, verbally or in writing, that the drug test whether the test being administered is required by the Omnibus Transportation Employees Testing Act of 1991, or whether it is required by this policy.~~
- ~~3. City employees who are not required by the City to hold a CDL, but who are employed in safety-sensitive positions, while not subject to testing under Federal statute, are subject to preemployment, reasonable suspicion, random, post-accident, return to duty, and follow-up drug and alcohol testing under this policy.~~
 - a. When conducting any of the above noted tests on non-CDL or non-safety-sensitive employees, the City shall provide the employee with the following notice:
 - i. The drug and/or alcohol test you are being required to take is required by the policies and procedures of the City.
 - ii. If you refuse to submit to the required testing you may be subject to disciplinary action, up to and including termination.

Prohibited Conduct.

- ~~1. Employees shall not use, be under the influence of (0.02 BAC), or be in possession of alcohol while on duty, on City premises or while in City vehicles. City premises includes buildings, parking lots, grounds and vehicles owned by the City, or personal vehicles being used for City business.~~
- ~~2. Employees shall not use, be under the influence of, be in possession of, or be in such a condition as to test positive for alcohol (0.02 BAC) or controlled substances while on duty, on City premises, or while in City vehicles. City premises includes buildings, parking lots, grounds and vehicles owned by the City or personal vehicles being used for City business.~~
- ~~3. Employees using, possessing, distributing, or dispersing, or being alcohol or illegally obtained controlled substances at the workplace under the influence of alcohol or illegal or illegally obtained/used controlled substances shall be subject to questioning and disciplinary action, up to and including termination.~~

- ~~4. Any employee violating this policy may be subject to disciplinary action, up to and including termination. (Does this need to be repeated so often?)~~

B. Types of Testing

1. Preemployment Testing. Applicants with conditional offers from the City are required to submit to drug testing before performance of employment duties.
2. Reasonable Suspicion Testing. When a designated supervisor makes a determination that there is reasonable suspicion to believe that an employee performing or assigned to non-safety-sensitive positions is using, is under the influence of, or is in possession of alcohol or controlled substances, the employee shall be subject to drug/alcohol testing.
~~Random Testing for Non-CDL Safety-sensitive Employees.~~
~~a. Non-CDL safety-sensitive employees may be subjected to random alcohol and drug tests any time the employee is on duty.~~
3. Post-Accident. If an employee incurs an on-the-job injury and requires medical attention, the employee will be required to submit to drug/alcohol testing.
4. Return to Duty. Employees who have tested positive previously are required to test again as a precondition to a return to duty.
5. Follow-up Testing. Employees who have violated this policy and continue to work for the City shall be subject to follow-up drug/alcohol testing for a period of not less than one (1) year and not to exceed sixty (60) months.
~~a. Employees subject to follow-up testing will be tested a minimum of six (6) times in the first (1st) twelve (12) months following their return to duty.~~
~~b. Follow-up testing beyond one (1) year shall be based on a need assessment provided by a substance abuse professional.~~

C. Testing Procedures

1. While drug tests for non-CDL or non-safety-sensitive employees are not required by federal regulation ~~for non-CDL or safety-sensitive employees~~, the City intends to follow the same procedures and requirements for testing as outlined in the Federal Regulations for CDL and safety-sensitive positions detailed above.
2. Non-CDL and non-safety-sensitive employees are to be offered an opportunity to declare their use of legally obtained prescription drugs, which may influence their test results, to their direct supervisor before participating in a drug test. Employees will be required to show their current Medical Cannabis Card, if applicable.

D. Consequences of a Positive Test

1. An employee with a positive drug or alcohol test result will be subject to return-to-duty and follow-up testing procedures outlined for CDL and safety-sensitive positions. Incompliance with these testing procedures can result in disciplinary action, up to and including termination.

General

General.

~~The City maintains the right to conduct unannounced inspections of City-owned property, vehicles, workstations, equipment, desks, cabinets, etc.~~

- A. The City maintains the right to utilize detection methods necessary for the enforcement of this policy including blood, urine, or other tests, and the use of electronic detection equipment and trained animals.
- B. Failure to cooperate with these detection methods or inspections is grounds for disciplinary action, up to and including termination.
- C. Employees may direct any questions regarding this policy to the Human Resource Department Director.

D. Rehabilitation

- a. Through any of these detection methods or on their initiative, if an employee tests positive or seeks rehabilitation treatment, the City will pay for an initial substance abuse evaluation.
- b. The City encourages employees to enroll in a counseling or rehabilitation program. An employee will be required to sign a document agreeing to the following conditions in order to remain employed with full rights and benefits:
 - a. Any employee for whom treatment is recommended will be responsible for costs not covered by insurance. The employee will be required to use leave in the following order: long-term sick, compensatory time, and PTO leave until all leave is expended. The City will pay the employee's benefit package during the allotted treatment time, but not wage supplements during this time. Each incident will be reviewed on a case-by-case basis.
 - b. If a required treatment or rehabilitation program involves confinement, the employee's position may be held for the determined length of the treatment and the employee restored to their former position upon

successful completion of the substance abuse rehabilitation. Each incident will be reviewed on a case-by-case basis.

Section X: Utah OSHA Requirements

General Policy

It is the policy of the City to maintain an environment which is in compliance with all Federal and State worker safety laws and regulations and free from any recognizable hazard which is likely to cause death or serious injury to any employee.

Posting UOSHA Notices

The City will post all required UOSHA notices in conspicuous places (such as employee bulletin boards or where similar notices are usually posted).

Inspection Procedures

All employees should follow the procedures listed below in the event an inspector from UOSHA presents themselves on the jobsite.

- A. If an inspector arrives on the jobsite, an employee should understand that he/she is not authorized to offer any information requested by the inspector.
- B. The employee will inform the inspector that the employee will contact his/her supervisor, Mayor, or designee, who will accompany the inspector during any inspection.
- C. The Mayor should make sure that all employees know who they are required to contact, including all alternates, in the event an UOSHA inspector shows up on the jobsite.
- D. If the UOSHA inspector does not reveal the appropriate credentials at the outset of the inspection, the Mayor or designee should ask the inspector to reveal his/her credentials and should examine them before allowing an inspection of the jobsite.
- E. The Mayor or designee should not refuse an inspection of the jobsite where the inspector does not have a warrant to inspect.
- F. If the credentials are appropriate, and before beginning the inspection, the Mayor or designee should ask the inspector the reason the inspection is being conducted. If it is routine, no further requests are required. If the inspection was due to an employee complaint, the Mayor or designee should request a copy of the complaint to inform the City concerning any safety

problems. Under no circumstances should the information received on an employee complaint be used for disciplinary action against the complaining employee, as this type of action is prohibited by law.

- G. The Mayor or designee should accompany the inspector during the entire inspection of the jobsite.
- H. The Mayor or designee should take notes throughout the entire inspection. The Mayor or designee should note every comment and observation made by those participating in the inspection. The Mayor or designee accompanying the inspector should not volunteer any unsolicited information.

Accident Reporting Procedures

- A. Employees who are injured in connection with employment, regardless of the severity of the injury, must immediately notify their supervisor, Mayor, or designee, who will ensure prompt and qualified medical attention is provided and all required UOSHA reports are completed. Employees who do not and/or will not accept qualified medical attention when directed by their supervisor, Mayor, or designee, may be subject to disciplinary action, up to and including termination.
- B. The Mayor or designee will investigate the job-related injury to determine the cause of the injury.
- C. The City shall contact UOSHA within the time required by UOSHA of the occurrence of any job-related death, disabling, serious, or significant injury, and/or any occupational disease.
- D. The City shall file the required report with UOSHA within the time required by UOSHA after first knowledge or notification of an injury or occupational disease resulting in medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job. Minor injuries such as scratches and cuts do not need to be reported to UOSHA if they require only minor first-aid treatment.
- E. The City shall keep a copy of the UOSHA report in their UOSHA file.
- F. The City shall give the employee a copy of the UOSHA report and explain the employee's rights and responsibilities concerning the work-related injury or occupational disease.
- G. If an employee later dies as a result of work-related injury, the City shall file a report with UOSHA within the time required by UOSHA.

Section XI: Confined Space Entry

General Policy

The City has a written confined space entry policy. Employees may obtain a copy of such policy from the Mayor, designee, or appropriate department head.

Section XII: Family and Medical Leave Act

General Policy

- A. The Family and Medical Leave Act (FMLA) grants eligible employees the statutory right to take up to 12 weeks of unpaid, job-protected leave for specified family and medical reasons. An employee's leave will be calculated on a calendar-year basis. Job protection includes continuation of health insurance benefits.
- ~~B. The Family and Medical Leave Act of 1993 (FMLA) requires the City to provide up to a total of twelve (12) workweeks of unpaid leave during any twelve-month (12-month) period for eligible employees at the time of the birth or adoption of a child, or at the time of a serious health condition affecting the employee or a family member. An employee's leave year will be calculated on a calendar-year basis.~~
- ~~C. A single public agency is defined under Section 3(x) of the FLSA to include the City.~~
- ~~D. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a medical facility or continuing treatment by a health care provider.~~
- ~~E. Intermittent leave or a reduced leave schedule for medical reasons can be taken under this policy when medically necessary. Intermittent leave or a reduced leave schedule to care for a new child can be taken only if the employee and the City mutually agree to that arrangement.~~
 - ~~1. Intermittent leave is leave that is not taken consecutively.~~
 - ~~2. A reduced leave schedule is a leave schedule that reduces the usual number of hours per workweek or hours per workday.~~

Eligibility

To be eligible for FMLA leave, an employee must:

- A. Have been employed for at least twelve (12) months by the City.
- B. Have been employed for at least one thousand two hundred fifty (1,250) hours of service with the City during the previous twelve (12) months.
- ~~C. Be employed by the City, who employs at least fifty (50) people within a seventy-five-mile (75-mile) radius around the worksite.~~

- D. To care for the employee's child after birth, or placement for adoption or foster care. Spouses who both work for the City are limited to 12 weeks of FMLA leave for the birth or adoption of a child or to care for a sick parent. However, if the FMLA leave is requested for either the husband's or the wife's own serious health condition, or the serious health condition of the couple's child, such single limit does not apply.
- E. To care for employee's child, spouse, or parent who has a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a healthcare provider.
- F. For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) that makes an employee unable to perform one or more essential functions of the employee's job.
- G. Military family leave also provides certain military family leave entitlements. You may take FMLA leave for specified reasons related to certain military deployments. Additionally, you may take up to 26 weeks of FMLA leave in a single 12-month period to care for a covered servicemember with a serious injury or illness.
- ~~H. Experience any qualifying exigency (as the Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.~~

~~Servicemember Family Leave applies to an eligible employee who is the spouse, son, daughter, parent, or next-of-kin of a covered servicemember, and the eligible employee shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for a service member.~~

Eligible employees should make requests for family and medical leave to Human Resources and notify supervisors in writing, at least 30 days in advance for foreseeable event(s) and as soon as practical for unforeseeable event(s).

Leave Options

When taking FMLA leave for your own serious health condition, the City requires employees to use all accrued paid leave before going on unpaid leave status. Prior to taking FMLA leave to care for a spouse or other family member, the City requires employees to use all accrued paid leave before going on unpaid leave status.

- A. An eligible employee may take leave consecutively or intermittently for qualifying conditions. If intermittent or reduced leave is needed, employees are strongly encouraged to schedule their leave so it does not unduly disrupt city operations.
- B. Men and women have the same right to take FMLA leave to bond with their child but it must be taken within one year of the child's birth or placement and must be taken as a continuous block or leave unless the employer agrees to allow intermittent leave (for example, a part-time schedule).

Notice and Medical Certification Requirements

When an employee notifies the City of their request for FMLA leave, the City will provide the employee with an Employer Response to Employee Request for Family and Medical Leave Form (Form WH-381). The City ~~may require the employee to provide advanced leave notice and medical certification~~ will require all employees requesting leave under this policy to complete the applicable certification of healthcare provider form (Form WH-380) and return it to Human Resources within 15 working days. ~~Employees who are required to provide medical certification will use a Certification of Physician or Practitioner Form (Form WH-380).~~ Human Resources will process the certification and provide the employee with the notice of eligibility rights and responsibilities form and designation notice. Additionally, FMLA leave may be denied if the following requirements are not met:

- A. If the employee foresees the need for an FMLA-covered purpose, the employee must provide at least thirty (30) days' advance notice to the City. If the 30-day notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.
- B. The City may request that the employee provide the City with a medical certification by the health care provider of the employee or the employee's family member. If the City is not satisfied with the original certification, the City may require a second (2nd) or third (3rd) opinion, and they will both be at the City's expense.
- C. If the employee took the FMLA leave for his/her own serious medical condition, then he/she must obtain a medical certification "fitness-for-duty certification" from their healthcare provider as proof that the employee is able to resume work. If the employee is unable to return due to illness, they may qualify for long-term disability.

- D. An employee on designated FMLA leave will have absences related to that qualifying event count toward the total eligible 12 weeks of FMLA leave by recording time off as FMLA in the time keeping system.

Benefits and Employment Status

- A. Subject to terms, conditions, and limitations of the applicable health insurance plans, the City will continue to contribute premiums in accordance with established policy during an employee's approved FMLA leave. The employee must continue to pay any portion of the premiums that the employee would typically pay if not on leave, either through payroll deduction or in person. The City has the right to recover health insurance premiums if the employee does not return from FMLA leave as outlined in 29 C.F.R. § 825.213(a). ~~During the FMLA leave, the City will maintain the employee's health benefits coverage under any group health plan that the employee has with the City. However, if the employee fails to return to work after FMLA leave, the City shall recover its share of health coverage premiums paid for such employee on unpaid FMLA leave, unless the employee's reason for not returning to work is~~
 - ~~1. The continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or~~
 - ~~2. Other conditions beyond employee's control as outlined in 29 C.F.R. § 825.213(a).~~
- B. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's FMLA leave. However, no seniority or other benefits will accrue during ~~the~~ unpaid FMLA leave.
- C. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Under limited circumstances, an employee who qualifies as a "key" employee under the law may be denied reinstatement after FMLA leave. Upon requesting FMLA, or at a later time if appropriate, the affected employee will be notified of their key employee status if there is any possibility that they may be denied reinstatement after their leave.

Section XIII: Leaves of Absence

Absent without Leave

- A. Any unauthorized absence of an employee from duty shall be grounds for disciplinary action, up to and including termination.
- B. Any employee who is absent for three (3) or more consecutive workdays without authorized leave shall be deemed to have voluntarily resigned their position and employment without notice. Where extenuating circumstances are found to have existed, however, such absence may be covered by the Mayor, or designee, by subsequent grant of leave with or without pay as the circumstances dictate.
- C. Use of unpaid leave may indicate that an employee's absenteeism is excessive and is therefore discouraged; unless otherwise required by law, such as military or family medical leave. Excessive absenteeism, besides the ones mentioned above, may result in disciplinary action including up to termination.
- D. Full time employees may donate PTO to another benefited employee in need at an hour for hour rate. All donations shall be voluntary and may only be used on an as needed basis, after all other leave has been exhausted. All donations must comply with current IRS guidelines permitting PTO donations for medical emergencies only.

Paid Time Off Leave

The City grants paid time off to its full-time employees.

- A. Full-time: Full-time employees accrue paid time off based on the length of service since their hire date, as follows:
 - 1. For the first two (2) years of service, 144 hours of PTO shall accrue at the rate of 5.54 hours bi-weekly.
 - 2. For 2-5 years of service, 156 hours of PTO shall accrue at the rate of 6 hours bi-weekly.
 - 3. For 5-10 years of service, 168 hours of PTO shall accrue at the rate of 6.47 hours bi-weekly.
 - 4. For 10+ years of service, 180 hours of PTO shall accrue at the rate of 6.93 hours bi-weekly.
- B. Part-time: Part-time employees do not accrue PTO but may be allowed leave without pay, if approved in advance by an employee's supervisor.
- C. Temporary/Seasonal: Temporary/seasonal employees do not accrue PTO but may be allowed leave without pay, if approved in advance by an employee's supervisor.

- D. Pay in Lieu of PTO: Employees may accrue PTO, but payments will not be made in lieu of taking PTO, except for accrued PTO at the time of separation from employment. PTO payout hours will be capped at 240 hours.
- E. Vacation Scheduling: Vacations may be taken as weekly periods, individual days or even hourly increments as long as the periods chosen receive advanced departmental approval. For employees not working in public safety activities or except in emergency situations, vacation time should be requested in writing or via e-mail and scheduled with the employee's supervisor, preferably seven (7) days in advance. For employees engaged in public safety activities, vacation time should be scheduled with the employee's supervisor the December of the previous year in which the vacation is scheduled. The City reserves the right to schedule vacation leave for an employee.
- F. Accrued PTO: No more than three hundred twenty (320) hours of PTO leave may be accrued. Any accrued PTO leave in excess of the three hundred twenty (320) hours will be forfeited every January 1 of the year following the calendar year in which the three hundred twenty (320) hours were accrued.
- G. Vacation usage will be tracked by the Mayor or designee using attendance forms, and/or using the electronic timekeeping system in place.

Holiday Leave

- A. The City provides 10 paid holidays each calendar year to all full-time employees. The employee may take his/her holiday on the nearest regularly scheduled workday in the same pay period, if approved by his/her supervisor. The ten (10) paid holidays consist of the following:
 - 1. New Year's Day: January 1
 - 2. Dr. Martin Luther King, Jr. Day: Third Monday in January
 - 3. Presidents Day: Third Monday in February
 - 4. Memorial Day: Last Monday in May
 - 5. Independence Day: July 4
 - 6. Pioneer Day: July 24
 - 7. Labor Day: First Monday in September
 - 8. Thanksgiving Day: Fourth Thursday in November
 - 9. Christmas Eve: December 24
 - 10. Christmas Day: December 25

- B. Shift Work Holidays: Those employees on shift work may have to work on recognized holidays.
- C. General employees who are called back to work on City-recognized holidays will be paid for the holiday and for the hours worked.
- D. When a non-exempt employee is unable to take a holiday on the scheduled day, the holiday must be taken within 30 days of the scheduled holiday. When an exempt employee is unable to take a holiday on the scheduled day, the holiday must be taken within 90 days of the scheduled holiday.
- E. Holiday pay will not be paid if it is the employee's first or last day of employment.

Sick Leave

The City recognizes that the inability to work because of illness or injury may cause economic hardship. For this reason, the City provides PTO leave to full-time employees for illness or injury for employees and immediate family, which is limited to spouse and dependents.

- A. Employee shall, as soon as practicable, notify his/her supervisor in the event that he/she is ill on the job or is sick and cannot come to work on a given day. If employees expect to be absent for more than three (3) workdays as a result of an illness, injury, or disability, employee should submit a written request to their supervisor as far in advance of employee-anticipated leave date as practical. In the event of extended or numerous sick days (absences 3 consecutive days or more), employee may be required by the supervisor to submit a medical statement from the attending physician. When employee absence is due to an emergency, employee or a member of the employee's immediate family should inform the employee's supervisor as soon as is practical.
- B. Employees who have long-term sick hours accrued from previous years can use it for any illnesses, FMLA, or injuries that prevent them from working for more than 4 days (40 hours) consecutively.

Maternity Leave

An employee who becomes pregnant, or whose legal or common law spouse becomes pregnant, may continue working prior to the birth of the child until such time as the employee can no longer satisfactorily perform the essential functions of his/her duties. The Mayor or designee may grant an employee annual PTO, and/or leave without pay for this period of absence. Regulations governing annual PTO and leave without pay will apply.

During a maternity leave period in excess of thirty (30) calendar days, an employee's annual PTO, and/or time toward their performance evaluation, if applicable, shall not accrue.

The City may fill vacancies created by maternity leave with temporary or provisional appointments. At the expiration of the maternity leave, the employee shall return to the same position where feasible, or to a similar position. Failure of the employee to return to work at the expiration of maternity leave shall be considered a voluntary resignation of their position and employment without notice.

Injury Leave

Any employee injured on the job, however slightly, must report the fact immediately to his/her supervisor and the Mayor. It shall be the duty of the supervisor, Mayor, or designee to obtain information regarding the accident or injury and to complete and submit such reports as are required. Unused PTO or long-term sick leave may be granted in accordance with applicable rules and regulations. During injury leave periods, PTO leave, or time toward yearly performance evaluation shall not accrue, unless an exception is granted by the Mayor. However, injury leave for periods greater than six (6) months shall in no case be granted. Furthermore, eligibility for such leave requires conformance with all Workers' Compensation regulations.

Emergency Leave

The Mayor or designee may allow an employee reasonable time off, not to exceed three (3) working days with pay, in case of an emergency. Time will be charged to the employee's PTO leave, or accrued compensatory time. The Mayor shall have the authority to grant longer leaves in unusual circumstances in which an emergency exists. During an emergency leave period in excess of thirty (30) calendar days, an employee's annual PTO leave, or time toward their yearly performance evaluation, if applicable, shall not accrue.

Military Leave

~~It is the policy of the City not to discriminate against persons because of their service in the Armed Forces Reserve, the National Guard, or other uniformed services. (See UTAH CODE ANN. § 39-3-1, et seq.). Employees who are ordered to active duty who are members of the Armed Forces Reserve, the National Guard, or other uniformed services shall be granted special compensation equal to the difference between the employee's salary paid by the Armed Forces Reserves, National Guard, or other uniformed services for active duty (but not annual or weekend encampment), and the employee's regular salary, if the employee's regular salary is more than the salary paid by the Armed Forces Reserves, National Guard, or other uniformed services for active duty. In addition, an employee shall be granted a leave of absence~~

~~for active military service in any branch of the Armed Forces of the State of Utah or the United States and shall be, on timely request, be restored to the same position or to an equivalent position, which the person held immediately prior to the commencement of active military service, as provided in UTAH CODE ANN. § 39-3-1, et seq. Unless it is otherwise impossible or unreasonable, an employee shall on receipt of his/her orders for active military service in the uniformed services, promptly give notice of such to his/her supervisor and Human Resources Director to leave the employment position to perform active military service in the uniformed services.~~ To qualify for military leave and reemployment, an employee must, when possible, give notice of the anticipated military service. Upon receipt of orders for active or reserve duty, an employee must notify their department manager and Human Resources immediately. It is preferable for a copy of the employee's military orders to be included with the notification.

In accordance with the "Uniformed Services Employment and Reemployment Rights Act" (USERRA), eligible full-time employees who perform service in the uniformed services (as defined by USERRA) are entitled to a military leave of absence from their current positions, subject to the limitations and restrictions set forth in federal and state laws and City policy.

Employer contributions for participation in a 401k or 457 retirement programs will be administered as per USERRA guidelines.

Jury Leave

An employee may be granted leave with full pay when performing jury duty or when required to serve as a witness in any City litigation in any municipal, County, State, or Federal court, or before an administrative tribunal. Any compensation, including travel and expense allowance, received by the employee must be turned back to the City. Paid leave will not be granted when the employee is serving as their own witness in financial and related suits which they have initiated.

Funeral Leave

The Mayor or designee shall grant ~~an~~ a full time employee up to three (3) ~~consecutive~~ days of funeral leave with pay to attend the funeral of the employee's legal or common law spouse, child, step-child, daughter- or son-in-law, parent, step-parent, grandchild, mother- or father-in-law, sister- or brother-in-law, grandparent, spouses' grandparent, brother or sister. Funeral leave shall not be charged against accrued annual PTO leave.

Administrative Leave with~~out~~ Pay

- A. While performing authorized duties, an employee may be granted administrative leave with pay to perform authorized duties in connection with City business, attend trade or professional meetings which relate to official duties, participate in recognized and authorized training programs, or facilitate the needs of the City.
- B. Pending possible disciplinary action, an employee may be granted administrative leave with pay pending the outcome of an investigation undertaken to determine if disciplinary action against the employee is warranted.

Leave without Pay

- A. The Mayor may grant an employee leave without pay for a specified period of time, not to exceed one (1) year. At the expiration of the leave without pay, the employee shall return to the same position, where feasible, or to a similar position. Failure of the employee to return to work at the expiration of leave without pay shall be considered a voluntary resignation of his/her position and employment without notice.
- B. Leave without pay shall not constitute a break in service. However, during a leave without pay period in excess of thirty (30) calendar days, an employee's PTO shall not accrue.
- C. Leave without pay may be granted:
 - 1. For education purposes when the employee's course of study will be of direct benefit to the City, the absence will not be a hardship for his/her department, and the employee agrees to return to work at the end of the leave without pay period;
 - 2. To attend funerals not covered by the funeral leave policy;
 - 3. To attend to an ill or injured member of the employee's immediate family when the absence is not covered by PTO leave.
- D. Employees are expected to apply for leave without pay in advance and in writing, providing as much detail about the absence as possible so that the Mayor may decide whether the leave without pay is warranted.

Documentation of Leave

Some of the above absences must be supported by a copy of the official paperwork causing the absence. Such paperwork must be submitted to the Mayor or designee as soon as possible. In some cases where

official paperwork is not available, the Mayor or designate representative may request that the employee supply additional information in writing to support the absence.

Section XIV: Grievance Procedures

General Policy

- A. Employees who perceive that they have a grievance against the City should exhaust the administrative procedure set forth in this section before addressing their grievance through any other forum. An employee may file a grievance about any perceived work-related injustice or oppression resulting from an act, occurrence, omission, condition, or unfair labor practice. Issues addressable through the grievance process means those items that are not of a disciplinary nature and include:
 - 1. Employee-supervisor relationships.
 - 2. Duty assignments not affecting job classification.
 - 3. Shift and job location assignments.
 - 4. Working conditions.
 - 5. Practices affecting granting of leave.
- B. Grievances should be resolved at the lowest administrative level possible. Employees and supervisors shall attempt to resolve grievances informally by discussing the grievance issues before any formal written grievance is filed. If an employee fails to timely file a formal written grievance with the Human Resources Director, then the employee loses his/her rights to pursue the matter as a grievance, even if the employee is attempting to resolve the grievance informally. Each employee pursuing a formal grievance must prepare and submit a separate written grievance/appeal. Written grievances shall contain, at a minimum, the following information:
 - a. Name of the employee.
 - b. Date the occurrence or action underlying the grievance occurred.
 - c. Nature of the grievance.
 - d. Historical information related to the grievance.
 - e. Requested resolution.
 - f. Signature of the employee filing the grievance and date filed.
- C. Employees will be allowed a reasonable amount of time during work to prepare written grievances. Employee grievances must be filed within ten (10) days of the occurrence or event

giving rise to the grievance, or within ten (10) days of when the employee acquires knowledge of the occurrence or event giving rise to the grievance, but in no event later than three (3) months after the occurrence or event giving rise to the grievance.

- D. At each level of the grievance process, after an administrator has received an employee grievance, the administrator shall have ten (10) working days to respond in writing to the grievance.
- E. If an administrator is unable to answer the grievance within the specified time period due to extenuating circumstances, the administrator may take an additional ten (10) working days to answer the grievance if they notify the employee in writing of the exigent circumstances and that the extension is being exercised. If the grievance remains unresolved or the decision is considered unacceptable, the employee may appeal the decision to the next level of appeal.
- F. Absent exigent circumstances, if the supervisor fails to respond within the allotted time, the employee may proceed to the next level of appeal.
- G. Only the issues presented in the original grievance may be considered throughout the appellate process. A grievance and any necessary appeals shall be processed through the following chain of command, if applicable:
 - a. City Administrator.
 - b. Mayor.
 - c. Employee Appeal Board.

Confidentiality

Generally, records and documents regarding a grievance will be classified as a private document under the Government Records Access Management Act.

Filing

No document relating to a grievance shall be placed in the employee's personnel file.

Section XV: Disaster Response Planning

General Policy

The City has developed an Emergency Operation Plan. All employees are expected to adhere to the Emergency Operation Plan to the maximum extent possible and practicable.

Section XVI: Employee Hiring

Employment

Job descriptions defining the essential functions of the vacant position shall be drafted and adopted before the vacancy is posted or otherwise advertised internally or externally.

Recruitment

All recruitment shall be conducted in accordance with the City's equal opportunity guidelines.

- A. Internal Promotions. It is the City's policy to give first consideration to current employees desiring to fill an open job position.
- B. External Advertising.
 - 1. Only the Mayor or designee is authorized to place advertisements and respond to inquiries from employment agencies and/or job applicants.
 - 2. Each Job Opening Notice should contain a statement indicating that the City is an equal opportunity employer.
 - 3. Job Opening Notices may be advertised in the appropriate media, and through any other channels the Mayor or designee deems appropriate.
 - 4. All Job Opening Notices must specify the name and the office of the person from whom Job Applications are to be obtained, the name and office of the person to whom completed applications are to be returned, and the deadline for filing an application.

Selection

- A. Nepotism. The City restricts and, in some cases, prohibits the hiring and promotion of a current employee's relatives to avoid actual or perceived conflicts of interest. The City will exercise sound business judgment in the placement of related employees in accordance with Utah Code Ann. §§ 52 3-1 through 4. Employees may not participate in the hiring or supervision of their own relatives, except when specifically permitted under State law. No relative of any current City employee may be hired unless the head of each involved employing department agrees that it will not cause a conflict or other problem in either department. Department heads may place additional restrictions on the hiring or supervision of relatives specific to their own department.
- B. Employment of Minors. It is the policy of the City that no one under the age of sixteen (16) shall be hired for any position. Employees 16 and 17 years of age shall only be employed in compliance

with applicable requirements and shall not be employed in any occupation which the Secretary of Labor “shall find and by order declare to be particularly hazardous or detrimental to their health and well- being” as set forth in WH Publication 1330, entitled “Child Labor Requirements in Nonagricultural Occupations” or its successor.

- C. Rehires. Job applications received from former employees will be processed using the same procedures and standards that govern all other nonemployee applications. The Mayor or designee will review the former employee’s personnel records and the circumstances surrounding termination of previous employment with the City.
 - 1. Former employees who have been terminated for cause, or who voluntarily resign while facing disciplinary action, are not eligible for rehire.
 - 2. Applicants who are rehired shall be required to serve a probationary period.
- D. Job Applications. All interested job applicants shall complete a Job Application.
 - 1. All applications and resumes received for the job opening will be forwarded to the Mayor or designee. Upon receipt, each application and resume will be marked with the date it was received and placed in an applicant’s file for at least two (2) years.
 - 2. Job applications shall be signed by the job applicant and the truth of all information contained therein shall be certified by the job applicant’s signature. The job applicant shall provide a copy of required certified educational transcripts either with the application or upon hire.
- E. General Aptitude Test Battery (GATB). If the City deems it necessary, job applicants will be required to take the GATB. If the City deems the GATB is necessary, then it may be administered by the Utah Department of Workforce Services. When the City requires the GATB for job applicants, the City will ensure that reasonable accommodations are made for disabled applicants.
- F. Other Tests. Job Applicants may be required to take other tests which the City deems necessary for a specific position. Job applicants for certain positions may require skills for which a known level of competence must exist such as mathematics or timed typing tests. When the City uses other ability tests, the City shall make reasonable accommodations for disabled applicants.
- G. Job Applicant Disqualification. An application may be rejected for, but not limited to, the following reasons. When the Job Applicant:
 - 1. Does not meet minimum qualifications established for the position.
 - 2. Is physically or mentally unable to perform the essential duties and responsibilities of the position with, or without, reasonable accommodation(s) (determined only after a conditional

- offer of employment, pending the results of a medical examination, has been extended to a job applicant).
3. Has falsified a material fact or failed to complete the application.
 4. Has failed to timely file the application.
 5. Has an unsatisfactory employment history or poor work references.
 6. Has failed to attain a passing score, if an examination is required.
- H. Interviewing.
1. The Mayor or designee will select applicants to interview from applicants who are not disqualified and who have passed the preliminary screening tests. Job-related duties and qualifications will provide the basis for initial screening of job applicants. During the interview, all job applicants should be advised that any and all of the information provided will be verified.
 2. Individuals conducting job interviews shall only ask questions that pertain to the job position. In addition, during the interview, each interviewer completes an Interview Guide which is consistent with the City's Equal Employment Opportunity policy.
- I. Reference Checks. In order to facilitate references checks, written permission shall be obtained from the applicant using the Applicant's Consent to Release Information Form. The City may contact the references for each job applicant and ask job-related questions which include similar questions for each job applicant checked, using City's Telephone and Written Reference Check Questionnaires.

Placement

- A. Job Offers. Except for job placements (i.e., city attorney, city engineer, city treasurer, and city recorder) that require advice and consent of the City Council, after a job applicant is approved by the City, the Mayor or designee shall notify the successful job applicant of their conditional selection through a written Job Offer Letter. The written conditional Job Offer Letter shall clearly state the job description, salary conditions, and any provisional conditions of employment (i.e., successfully passing drug/alcohol tests). Additionally, the written conditional Job Offer Letter shall clearly state that the offer is not accepted until the candidate signs the written conditional Job Offer Letter and returns it to the City by the requested date. The original Job Offer Letter is then filed in the employee's file, and a copy is given to the new employee during orientation. Written conditional Job Offer Letters should also include the following:

1. A clear statement of the job description.
 2. The employee's starting salary. Starting salary offers for exempt positions shall be figured for a specified period, such as a two (2) week period. Starting salary offers for nonexempt positions shall be figured at an hourly wage.
 3. The employee's job title.
 4. The employee's supervisor.
 5. Any relocation commitments, if applicable.
 6. Employment is at-will.
 7. The employee's starting date.
 8. The length of the employee's probationary period.
 9. Notice that employment is contingent upon passing a background examination, drug tests, medical/physical examinations, etc.
- B. Job Rejection Letters. Within five (5) working days after the job offer has been accepted, non-selected job applicants may be notified. The Mayor or designee may send a Job Rejection Letter to each job applicant who was not selected for a job opening.
- C. Medical Examinations. Once the City has extended a conditional job offer to the job applicant, a medical interview or examination may be conducted by a health professional chosen by the City to determine a job applicant's ability to fulfill essential job-related requirements. Only the Mayor or designee may authorize such interviews or physical examinations. All costs for required medical interviews or physical examinations will be borne by the City. The prospective employee must sign a written release of this information to the City.
- D. Reinstatements. Employees who are reinstated into the City may maintain their original anniversary date for seniority purposes, as well as for those benefit programs governed by the anniversary date. The policy will be as follows:
1. Layoffs. Employees who terminate because of reduction in work force will maintain their original anniversary date for seniority purposes if they are reemployed by the City within one (1) year after date of termination.
 2. Voluntary resignations. Employees who voluntarily terminate their employment with the City may maintain their original anniversary date, subject to Mayor's approval, if they are reemployed by the City within six (6) months after date of termination.
- E. Hiring New Employees.

1. Required for All Employees: The Mayor or designee is responsible for having new employees fill out all preemployment forms, benefit applications, enrollment forms and providing basic information on the City's policies and a copy of this Manual.
 2. Additional Requirement for All Part-time, Temporary, and Seasonal Employees Only: If applicable, the Mayor or designee is responsible for filling out a Part-Time/Temporary/Seasonal Employment Agreement.
- F. Orientation. Newly hired City employees shall complete all documentations required by law and receive an orientation.
- G. Probationary Period.
1. All new employees shall be subject to a six-month (6-month) probationary period. During this period, probationary employees may be terminated with or without notice for any or no reason without any right to due process, notice, explanation, or appeal in connection with said termination.
 2. Probationary periods begin on the first day of employment and continue for six (6) months. Management will provide guidance to probationary employees so they understand work requirements.
 3. An employee on probation shall have a performance evaluation at the end of the probationary period. This performance evaluation may be used to provide information to both the employee and management regarding the employee's performance. A performance evaluation and the results of such evaluation shall not obligate management to a particular course of action relative to the probationary employee, nor shall it create any property/due process rights for the probationary employee relative to their job/position.
 4. Employees that apply for and are moved to another position either through transfer or promotion are subject to a new probationary period of six (6) months. During this period, probationary employees may be terminated with or without notice for any or no reason without any right to due process, notice, explanation, or appeal in connection with said termination.

Volunteers

- A. City employees shall not be a volunteer with respect to official City-sponsored events or functions, such as Pony Express Days.

- B. A City employee may volunteer to perform other types of services for the City or the City's benefit if such services are not the same type of services which the employee is employed to perform for the City. For purposes of this subsection, the phrase "same type of services" means similar or identical services determined by City administration or designee after review of the volunteer status checklist submitted by the proposed volunteer. The decision of City Administrator or designee may not be appealed.
- C. Court-ordered community service volunteer labor is not authorized and shall not be accepted by the City unless specifically approved by the Mayor or designee on a case-by-case basis.
- D. The Mayor may establish the volunteer programs.
- E. The Mayor or designee shall develop guidelines for use of volunteers.
- F. Prior to accepting any volunteer services, the Mayor and the volunteer shall sign a Volunteer Agreement defining the nature and terms of the volunteer services.
- G. All volunteers for the municipality shall be recorded on a volunteer roster approved by the Mayor.
- H. A volunteer shall be provided the protections as an employee of City for:
 - 1. Workers compensation benefits for compensable injuries sustained by the volunteer while acting in the scope of employment.
 - 2. Operating City-owned vehicles or equipment only when the volunteer is properly licensed and authorized to do so.
 - 3. Liability insurance coverage offered to employees.
- I. Volunteer service experience will be recognized for determining minimum qualifications for an employment position with City.

Section XVII: Disciplinary Action

General Policy

- A. It is the policy of the City that management will inform its employees about what is expected at work, what constitutes employee misconduct or failure to perform, and what the employee's rights are, if disciplined.
- B. It is the responsibility of all employees to observe rules of conduct necessary for the proper operation of the City. Administrative procedures have been established for the handling of disciplinary measures when required. All such measures shall follow the presentation of charges to the employee.

- C. Disciplinary action, up to and including termination, may be imposed for misconduct or failure to perform.
- D. Written documentation concerning employee disciplinary action imposed will become a permanent part of an employee's personnel record.

Types of Disciplinary Action

- A. Verbal Warning.
 - 1. Whenever grounds for disciplinary action exist, and the supervisor, Mayor, or designee determines that more severe action is not immediately necessary, the deficiency demonstrated should be verbally communicated to the employee.
 - 2. Whenever possible, sufficient time for improvement should precede additional disciplinary action.
 - 3. Whenever possible, documentation regarding the verbal warning shall be made and permanently placed in the employee's personnel file.
- B. Written Reprimand.
 - 1. Whenever grounds for disciplinary action exist, the supervisor, Mayor, or designee may reprimand an employee by issuing to the employee an Employee Written Reprimand Notification setting forth the reason(s).
 - 2. A copy of the Employee Written Reprimand Notification, signed by the department head, Mayor, or designee and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the department head, Mayor, or designee, will so state.
- C. Suspension.
 - 1. Whenever grounds for disciplinary action exist, the Mayor or designee may suspend an employee with or without pay for up to, but not exceeding, thirty (30) calendar days for cause.
 - 2. When suspending an employee, the Mayor or designee shall follow the due process proceedings hereinafter set forth in the section, entitled Imposing Disciplinary Action.
 - 3. On or before the effective date of the suspension, the Mayor or designee shall furnish the employee with a written Employee Suspension Notification setting forth the reason(s) for suspension.

4. A copy of the Employee Suspension Notification, signed by the Mayor or designee and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the Mayor or designee will so state.
5. An employee on suspension shall be responsible for making full employee contributions to their employee medical insurance benefits.
6. An employee on suspension shall continue to be eligible to receive City retirement, health, dental, disability and life insurance programs, subject to the employee's paying the employee portion of insurance premiums to continue coverage through the period of suspension.

D. Demotion.

1. Whenever grounds for disciplinary action exist, the Mayor or designee may demote or reduce in grade an employee for cause or provide for reasonable accommodation in appropriate circumstances, which may include reduction in pay concurrent with demotion or reduction in grade.
2. When demoting an employee, the Mayor or designee shall follow the due process proceedings hereinafter set forth the section, entitled Imposing Disciplinary Action.
3. On or before the effective date of the demotion, the Mayor or designee shall furnish the employee with a written Employee Demotion Notification setting forth the reason(s) for demotion.
4. A copy of the Employee Demotion Notification, signed by the Mayor or designee and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the Mayor or designee will so state.

E. Transfer.

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

F. Termination.

1. Whenever grounds for disciplinary action exist, the Mayor or designee may terminate an employee for cause.
2. When terminating an employee for cause, the Mayor or designee shall follow the due process proceedings hereinafter set forth in the section, entitled Imposing Disciplinary Action.

3. On or before the effective date of the termination for cause, the Mayor or designee shall furnish the employee with a written Employee Termination Notification setting forth the reason(s) for termination.
4. A copy of the Employee Termination Notification, signed by the Mayor or designee and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the Mayor, or designee, will so state.

Causes for Disciplinary Action

- A. Causes for disciplinary action, up to and including termination, may include, but are not limited to, the following:
 1. Violation of the laws of the State of Utah or the United States, other than minor traffic offenses.
 2. Violation of the code of personal conduct.
 3. Conduct which endangers the peace and safety of others or poses a threat to the public interest.
 4. Unjustified interference with work of other City employees.
 5. Misconduct.
 6. Malfeasance.
 7. Misfeasance.
 8. Nonfeasance.
 9. Incompetence.
 10. Negligence.
 11. Insubordination.
 12. Failure to perform or maintain skills.
 13. Inadequate performance of duties.
 14. Unauthorized absence or tardiness.
 15. Falsification or unauthorized alteration of records.
 16. Violation of City policies or executive orders.
 17. Falsification of employment application.
 18. Discrimination in hiring, assignment, or promotion.
 19. Sexual harassment or filing a false sexual harassment claim.
 20. Violation of this Manual.

21. Use of alcohol or drugs, other than medication prescribed by a physician, that affect job performance.
22. Falsifying City Records.
23. Except for a supervisor submitting a time slip for an employee, knowingly marking the time slip of another employee, authorizing one's time slip to be marked by another employee, unauthorized alteration of a time slip.
24. Unauthorized possession of firearms, weapons, or explosives on City-owned property (provided, however, for purposes of this subsection, police officers or an employee who has been issued a permit or temporary permit by the State of Utah to carry a concealed firearm are authorized to possess a firearm on City-owned property).
25. Carelessness which affects the safety of personnel.
26. Threatening, intimidating, coercing, or interfering with fellow employees on the job, or the public at large.
27. Theft or removal of any City property or the property of any employee from the work area premises without proper authorization.
28. Gambling, wagering, or engaging in a lottery while on City business.
29. Misusing, destroying, or damaging any City property or the property of any employee.
30. Deliberately restricting work output of themselves or others.
31. Drinking any alcoholic beverage during the workday or being under the influence of illicit drugs or alcohol during the workday.
32. Sleeping during working hours.
33. Fighting (verbal or physical) on City premises, or while on City business, or in a City uniform.
34. Any act which might endanger the safety or lives of others.
35. Failure to provide evidence of identity and employment eligibility within three (3) business days of the date employment begins, or receipt for the application of documents within three (3) business days of the date employment begins and production of actual documents within ninety (90) calendar days of the date employment begins.
36. Accessing, storing, or viewing/reviewing, downloading, copying, or sending child pornography or pornographic or sexually explicit material on City-owned equipment, including, but not limited to, computers, cell phones, or facsimile machines.
37. Violation of the uniform policy.

Conducting an Investigation

- A. The Mayor or designee may conduct an investigation into the allegations which form the grounds for disciplinary action.
- B. During an investigation to determine the facts upon which disciplinary action may be imposed, the Mayor or designee may place an employee on paid administrative leave.
- C. Disciplinary action shall not be imposed until an informal pre-disciplinary hearing, with appropriate written notice, has been completed by the Mayor or designee. The investigation shall include an opportunity for the employee to respond to the allegations.

Imposing Disciplinary Action

- A. The Mayor or designee shall conduct disciplinary action in a consistent manner.
- B. Each employee shall be afforded prior access to City's rules, policies, and procedures.
- C. The employee shall receive timely notice of the pre-disciplinary meeting, overview of allegations, and potential disciplinary action.
- D. Prior to imposing disciplinary action, the employee shall have the opportunity to review the disciplinary action with the Mayor or designee. The employee shall have the opportunity to respond to the allegations. The employee's written response, if any, and other related documents shall be placed in the employee's personnel file.
- E. In determining the type and severity of the disciplinary action, the Mayor or designee may consider aggravating and mitigating circumstances which include, but are not limited to, the repeated nature of misconduct or failure to perform; prior disciplinary action imposed; the severity of the misconduct or failure to perform; the employee's work record; the effect on City operations; and/or the potential of the misconduct or failure to perform to harm person(s) or property.
- F. For disciplinary action other than a verbal reprimand, the department head, Mayor, or designee shall notify the employee in writing of the findings of the investigation/pre-disciplinary hearing. The written statement shall include:
 - 1. The grounds for disciplinary action, including a description of the specific misconduct or failure to perform for which the disciplinary action is being imposed.
 - 2. Any prior disciplinary action imposed.
 - 3. The disciplinary action to be imposed.
 - 4. The effective date and duration of the disciplinary action.

- 5. The corrective action necessary, if any, for the employee to avoid further disciplinary action.
- G. Suspension, demotion, transfer, or termination of an employee shall require the approval of the Mayor.
- H. The Mayor or designee shall complete the employee's performance evaluation form and shall cause it to be permanently placed in the employee's personnel file.

Appeal Procedures

- A. The following employees do not have appeal rights:
 - 1. An officer appointed by the Mayor or other person or body exercising executive power in the municipality (City Administrator);
 - 2. A police chief of the City;
 - 3. A deputy police chief of the City;
 - 4. A fire chief of the City;
 - 5. A deputy or assistant fire chief of the City;
 - 6. A head of a municipal department;
 - 7. A deputy of a head of a municipal department;
 - 8. A probationary employee of the City;
 - 9. A part-time employee of the City; or
 - 10. A seasonal employee of the City.
- B. Employees have no verbal warning appeal rights.
- C. Employees have no written reprimand appeal rights.
- D. Employee Appeal Board. Employees have the right to first appeal the disciplinary process and action imposed by the Mayor or designee to an Employee Appeal Board as established by City ordinance (with the exceptions noted above):
 - 1. If an employee is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any reason, the employee may appeal the discharge, suspension without pay, or involuntary transfer to a board to be known as the Employee Appeal Board.
 - a. An employee shall exhaust the employee's rights under that grievance procedure before appealing to the Employee Appeal Board.
 - 2. Each appeal shall be taken by filing written notice of the appeal with the City Recorder within ten (10) days.

- a. Upon the filing of an appeal, the City Recorder shall forthwith refer a copy of the appeal to the Employee Appeal Board.
- b. Upon receipt of the referral from the City Recorder, the Employee Appeal Board shall forthwith commence its investigation, take and receive evidence, and fully hear and determine the matter which relates to the cause for the discharge, suspension, or transfer.
- c. An employee who is the subject of the discharge, suspension, or transfer may:
 - i. Appear in person and be represented by counsel;
 - ii. Have a public hearing;
 - iii. Confront the witness whose testimony is to be considered; and
 - iv. Examine the evidence to be considered by the Employee Appeal Board.
- d. Each decision of the Employee Appeal Board shall be certified to the City Recorder within fifteen (15) days from the date the matter is referred to it, except as provided below.
 - i. For good cause, the Employee Appeal Board may extend the fifteen-day (15-day) period under to a maximum of sixty (60) days, if the employee and the City both consent.
- e. If it finds in favor of the employee, the Employee Appeal Board shall provide that the employee shall receive:
 - i. The employee's salary for the period of time during which the employee is discharged or suspended without pay; or
 - ii. Any deficiency in salary for the period during which the employee was transferred to a position of less remuneration.
- f. A final action or order of the Employee Appeal Board may be appealed to the Court of Appeals by filing with that court a notice of appeal.
 - i. Each notice of appeal under Subsection (6)(a) shall be filed within thirty (30) days after the issuance of the final action or order of the Employee Appeal Board.
 - ii. The Court of Appeals' review shall be on the record of the Employee Appeal Board and for the purpose of determining if the Employee Appeal Board abused its discretion or exceeded its authority.

Section XVIII: Termination of Employment

Types of Termination

Any involuntary termination or termination of any employee who is allowed to resign, in lieu of an involuntary termination, should be reviewed with legal counsel before termination is pursued or a resignation is accepted to ensure the employee's due process rights are not violated.

- A. Retirement. Voluntary termination at the end of an employee's career.
- B. Voluntary Resignation. When an employee wishes to leave the City, they will complete a Notice of Voluntary Resignation Form and present it to the Mayor or designee.
- C. Resignation in Lieu of an Involuntary Termination Agreement. The Mayor or designee may conclude that an employee should be involuntarily terminated for no reason (for probationary employees and Department Heads) or for cause. If involuntary termination proceedings have begun but have not been completed and an employee suggests that they would like to voluntarily resign, the Mayor or designee may agree to a Resignation In Lieu Of An Involuntary Termination Agreement.
- D. Involuntary Termination. The Mayor or designee may conclude that an employee should be involuntarily terminated for no reason (for probationary employees and Department Heads) or for cause.
- E. Reductions in Force/Layoffs. Whenever it is necessary to reduce the number of employees in the City because of lack of work or lack of funds, the City may attempt to minimize layoffs by readjustment of personnel through reassignment of duties in other work areas.
- F. Medical. The Americans with Disabilities Act (ADA) prohibits illegal discrimination by an employer against an otherwise qualified individual with a disability. Consequently, an employee should not be terminated for medical reasons without prior consultation with legal counsel.
- G. Death. If an employee of the City dies, their estate receives all pay due and any earned and payable benefits as of the date of death.
- H. All the types of termination described above shall sometimes be referred to in this Manual as "separation from employment."

Required Notice Prior to Termination

- A. All employees, including at-will employees, must notify the City at least two (2) weeks before retiring or voluntarily resigning to be eligible for the following:
 - 1. Receive pay for unused, accrued PTO leave.
 - 2. For rehire.

- B. The City does not have a requirement to give any prior notice to an employee before terminating their employment with the City.
- C. Unused leaves of absence shall be paid as provided in Section XIII with respect to separation from employment.

Termination Procedures

- A. A Notice of Voluntary Resignation Form, signed by the employee and the Mayor or designee, may be utilized in Voluntary Resignations.
- B. Involuntary Terminations/Separations for Cause require the City to provide their terminating employees with written notification of due process. At-Will Involuntary Terminations (for probationary employees and department heads) do not require the City to provide their terminating employees with written notification of due process.
- C. A Resignation in Lieu of an Involuntary Termination Agreement, signed by the employee and the Mayor or designee, may be utilized in negotiated terminations. A Resignation In Lieu of an Involuntary Termination Agreement does not require the City to provide their terminating employees with written notification of due process.
- D. The following steps should be taken for Voluntary Retirements:
 - 1. Employees who desire retirement should notify the City three (3) months prior to the anticipated retirement date.
 - 2. The City should communicate the status of each employee's retirement benefits. Upon request for retirement benefits, the City should notify the administrator of the retirement program and the appropriate Federal and State regulatory agencies.
 - 3. The City should carefully explain to the employee what the options are (such as COBRA and retirement plan options).
 - 4. The City should give the employee ample time to review the retirement plan.
 - 5. The City should have the employee sign a release or a declaration statement to the effect that they are electing retirement of their own free will.
- E. The following steps should be taken for Reductions in Force/Layoffs:
 - 1. Determine whether the City is required to follow statutory guidelines related to the reduction in force/layoff. If the City is required to follow statutory guidelines, policy, procedure and actual practice must comply with said guidelines.

2. If the City is facing a possible reduction in labor force, the City should explain the situation to its employees, advising them of the possibility that reductions in force/layoffs may become an economic necessity for City.
 3. In the selection of employees for the City's reduction in force/layoff, the following guidelines should be considered:
 - i. Selection should be based upon the employee's ability to perform the work assignments within the affected department.
 - ii. Seniority should govern the selection when ability is equal.
 - iii. Temporary/seasonal and probationary employees should be laid off first.
 - iv. Full-time and part-time employees should be the last to be laid off, when possible, in inverse order of their length of service.
 - v. Before any reduction in force/layoff, the City should determine whether it is subject to the requirements of the Worker Adjustment and Retraining Notification Act, 29 U.S.C. 2101, et seq.
 - vi. The City should carefully explain to the employee what the options are (such as COBRA and retirement plan options).
 - vii. If the City cannot give advanced notice of a reduction in force/layoff to the employee, two weeks' severance pay may be given in lieu of notice for a bona fide reduction in force/layoff.
 4. Written reduction in force/layoff notices should contain the following information:
 - a. Statement that separation from employment is based on reduction in force/layoff.
 - b. Anticipated date of layoff.
 - c. Any options regarding employee placement in another position.
- F. Outstanding Pay.
1. The City shall arrange for distribution of any paychecks with respect to employees separated from employment, including paying for unused leaves of absence as provided in Section XIII.
 2. Final payment is payable as follows:
 - a. A Voluntary Resignation. Within one (1) workday of effective resignation date.
 - b. An Involuntary Termination/Separation for Cause. Within one (1) workday of last day worked.
- G. The terminating employee must return any supplies, equipment, or uniforms which are the property of the City to the City at termination.

- H. All terminated employees should complete an exit interview form with the Mayor or designee. The exit interview form should be signed by the employee and the Mayor or designee.

COBRA

Any employee who is eligible for benefits that is separated from employment is entitled to a continuation of insurance coverage and notice pursuant to COBRA or other applicable laws or regulations.

Section XIX: Reimbursable Expenses

General Policy

With prior approval, legitimate expenses will be reimbursed by the City to the employee. Receipts should be required to reimburse the employee. Reimbursement may be in the form of petty cash, an addition to a paycheck, or a separate check. Records must be kept reflecting the amount of reimbursement each employee has received.

Training and Conferences

If required to attend training seminars, conferences, briefings, or to gather information, an employee will be compensated, in addition to paying any tuition or fees, at the rate of one and one-half (1.5) times their regular workday pay, if hours worked exceed forty (40) hours in that week.

Travel Policy

The travel policy of the City of Eagle Mountain provides guidance for City personnel related to their attendance at conferences, conventions, seminars, and other training opportunities.

Purpose

To provide guidelines whereby City personnel may travel to increase their knowledge and effectiveness, keep current on new developments, and infuse new and innovative practices and procedures into the City's various work functions.

Definitions

- A. Local Area Travel: Local travel is defined as being less than one hundred miles one way with no overnight stay required.
- B. Out-of-Area Travel: Any travel by a City employee exceeding 100 miles one way.
- C. Overnight Travel: Any travel requiring or necessitating an overnight stay away from the employee's home.
- D. Out-of-State Travel: Any travel requiring the employee to leave the State of Utah.

Guidelines

- A. Travel shall be limited by budget constraints and restricted to training that is appropriate and beneficial to the City and its business functions. Travel shall be done in as cost-conscious and efficient a manner as reasonable.
- B. City personnel may attend professional development training as approved by their Department Director and/or the City Administrator or their assigned designee.
- C. The number of City personnel traveling to the same conference, convention, seminar, or training session shall be kept to a minimum. Special training needs requiring a group to attend shall be approved by the City Administrator.
- D. City personnel attending a conference, convention, seminar, or training session shall share any and all pertinent information with other employees upon their return. Methods of imparting this information to others may range from a formal training session to an informal discussion in a department staff meeting.
- E. Department Directors shall be responsible to see that personnel within their respective departments comply with the travel policies and procedures and stay within the approved travel appropriation.
- F. Prior to traveling, a travel authorization form shall be completed and delivered to the City Finance Director or assigned designee. The authorization form must be signed by the employee and approved by the employee's Department Director and/or the City Administrator or their assigned designee.
- G. Overnight travel and any associated expenditure of funds must be made according to the procedures outlined below:
 - 1. Housing. The City will provide hotel accommodations at the government rate or single room conference rate. An itemized hotel bill must be submitted with the final travel authorization.

Room service will fall under the per diem guidelines. City business phone calls will be covered but should be kept to a minimum. The individual will be responsible to pay for in-room movies and other hotel services. Multiple employees attending the same conference shall each have their own room, unless the employees expressly choose to share a room.

2. Ground Transportation. The City will pay the cost of necessary ground transportation. City personnel are expected to secure the least expensive means of appropriate transportation under the circumstances. Receipts must be submitted for reimbursement.
 3. Hotel costs for travel occurring along the Wasatch Front will not be reimbursed unless approved in advance by the City Administrator.
 4. Airfare. The City will pay the cost of the economy class airfare. Flight arrangements should be made so that arrival times allow for sufficient rest to fully participate for and benefit from the conference, convention, seminar, or training session. The employee's travel itinerary and other supporting cost documentation must be submitted for reimbursement.
 5. Mileage. If airline service is available to the conference, convention, seminar, or training session and the employee elects to drive, the mileage reimbursement shall not exceed the cost of airfare, standard rental car, and other applicable costs (such as airport parking, etc.).
 6. Meals. The City allows a daily meal per diem for each day of business-related travel. Certain cities have been classified as "premium" cities and have a higher daily meal per diem. The full per diem may not be claimed if a meal is provided as part of a conference, convention, seminar, or training session. For a listing of destination cities and their applicable daily per diem rates, please contact the Accounts Payable Office or go online to www.gsa.gov. A Department Director may choose to pay an amount lower than the daily per diem as circumstances dictate but may not exceed it.
 7. Entertainment. The City will not pay for any entertainment expenses (i.e. golf, city tours, sporting events, cultural arts events, concerts, etc.) that are not included as part of the basic seminar/conference registration fee.
- H. For business travel exceeding 100 miles one way that does not require an overnight stay, a lunch per diem is available. Please contact the Human Resources Office for the applicable per diem rate or go online to www.gsa.gov.
- I. City personnel may receive a cash advance for travel expenses up to \$300. Amounts in excess of \$300 must be approved by the City Administrator.

- J. Local area travel that has a multiple-day conference requiring more than one round trip to the conference site will not be considered local travel and will require authorization from the City Administrator.
- K. Exact receipts are required for approved expenses. Receipts and mileage must be submitted on a Mileage and Expense Report obtainable from the Finance Department.
- L. Local travel expenses between the employee's home and assigned work location are not reimbursable. However, if employees are required by business necessity to travel from home to a site other than their assigned work location, the City will reimburse them for the difference between the mileage of their normal commute to their assigned work location and the total miles driven on business.
- M. The City will reimburse City personnel for out-of-pocket expenses for gasoline and other necessary expenses when driving a City vehicle, if approved.
- N. Costs incurred for traveling companions who are not City personnel will be considered ineligible expenses and will not be reimbursed. There is an exception for spouses of City personnel who are expected to participate in the event for which the travel is required. Such exceptions must first be approved by the City Administrator.

Section XX: Record Keeping

General Policy

Federal law requires employers to keep detailed data about their employees.

Confidentiality

Employee records are maintained in compliance with the law.

- A. Confidentiality must be maintained at all times with access limited to employees and their supervisory chain.
- B. The City's policy is that only relevant, job-related information is maintained on its employees, that such information is held in strict confidence, and that access is limited only to those who require it for legitimate business reasons.
- C. Employees have the opportunity to review their own files in the presence of the Mayor or designee on City premises during regular business hours.

Personnel Files Requirements

A. General.

1. Personnel files are maintained on each employee and kept by the Human Resources Department only. The record copy (original) of all appropriate personnel information, as set forth hereafter, related to an employee shall be filed in the employee's personnel file.
2. No information from any record placed in an employee's personnel file will be communicated to any person or organization except by the Mayor or designee.
3. Employees or their representative designated by a power of attorney may examine the employee's personnel file upon request during normal working hours at the City. When a supervisor requires access to the personnel file of an employee under their supervision for the handling of personnel matters, the supervisor must obtain authorization from the Mayor or designee.

B. Contents.

1. An employment record, including the employee's job application, resume, interview forms, Employee's Withholding Allowance Certificate (Form W-4), etc.
2. A signed copy of the employee's acknowledgment of receiving a copy of this Manual and the performance standard for the position the employee currently occupies.
3. Election form to disclose or keep confidential the employee's home address and home telephone number.
4. All personnel action forms, including:
 - a. Performance evaluations.
 - b. Promotions or transfers.
 - c. Salary rate changes.
 - d. Disciplinary action taken. The employee will be asked to sign the disciplinary action form. If the employee refuses to sign this form; the Mayor or designee will so state.
5. Any information the employee wants included in response to any of the above actions.
6. Records of citations for excellence or awards for good performance.
7. Record of any other pertinent information having a bearing on the employee's status.

- ### C. Employee Information/Change of Employee Status.
- Employees are responsible for ensuring that personal employee information contained in their personnel files is current and accurate. Employee information (any change in number of dependents, marital status, address, telephone

number, etc.) should be updated by completing an Employee Information/Change of Status Form and giving it to the Mayor or designee to file in his/her personnel file.

- D. Giving References. City limits information given in a reference to the following.
 - a. Verification that the employee worked, full time or part time, for the City during a stated period.
 - b. A description of the position held.
 - c. Verification that the employee achieved a given salary range.

Other Files Requirements

Records related to the items listed below should be kept for a period of at least one (1) year. In addition, records should be examined annually to keep the files current and to save those records that management feels should be kept longer.

- A. Job applications.
- B. Test papers completed by job applicants or candidates for any position.
- C. Results of any preemployment physical exam and mobility exams should be kept for a period of at least four (4) years.
- D. Any advertisements or notices relating to job openings, promotions, training programs, or opportunities for overtime work.
- E. Records of promotion, demotion, transfer, selection for training, layoff, rehire, or termination of any employee. These should also be signed by the employee.

Maintaining Sexual harassment Complaint Files

- A. Information related to any sexual harassment complaint or proceeding shall be maintained in a separate and confidential sexual harassment complaint file. This information shall not be placed or maintained in an employee's personnel file.
- B. Information contained in the sexual harassment complaint files shall be released only with the written authorization of the victim and the Mayor or designee.
- C. Participants in any sexual/gender harassment proceeding/investigation shall treat all information related to that proceeding/investigation as confidential.

Medical Information

Information relating to medical information shall be maintained in a separate and confidential medical information file. Information in this file includes all written or orally obtained information pertaining to medical issues, FMLA forms, medical and dental enrollment forms which contain health-related information, health statements, applications for additional life insurance, and any other medical information. Information regarding the results from fitness for duty evaluations shall be maintained in a separate file (file separate from personnel file and medical information file).

Salary/Wage Requirements

The FLSA requires the City to keep all of the following data on all employees for a period of at least three (3) years.

- A. Employee's sex.
- B. Time and day workweek begins.
- C. Hours worked each day and total hours worked each week.
- D. Total daily or weekly straight-time earnings.
- E. Total additions to or deductions from wages paid each pay period, including an explanation of items that make up additions and deductions.
- F. Date of payment and pay period covered.
- G. Total overtime above regular compensation for workweek.

Other Requirements

There are record keeping requirements under other Federal and State laws over which the personnel record keeping function has jurisdiction:

- A. Occupational Safety and Health Act (OSHA) record of injuries.
- B. Employee Retirement Income Security Act (ERISA) record of pensions.
- C. The Immigration Reform and Control Act (IRCA) of 1986 requires verification of status forms to be kept for three (3) years after the person is hired or for one (1) year after employment is terminated, whichever is later.

Section XXI: Payroll Administration

Pay Periods

The FLSA requires wages be calculated on a weekly basis for employees not working in public safety activities. The FLSA requires wages be calculated on a recurring period of work that is not less than seven (7) consecutive days nor more than twenty-eight (28) consecutive days for employees working in public safety activities. All employees shall be paid bi-weekly.

Paydays

All employees will be paid by check or direct deposit on a biweekly basis (26 times annually), usually on Thursday. If a scheduled payday falls on a City-observed holiday, employees will usually be paid on the day preceding the holiday.

Minimum Wage/Salary

The FLSA requires that the City pay an employee at least the minimum wage as a gross wage/salary, minus the legally required pay deductions.

Pay Deductions

The City is permitted to make deductions authorized by their employees and in compliance with the FLSA. Improper deductions should be reported immediately to the affected employee's supervisor. Further, the City shall comply with the requirements of Utah Code Ann. § 34-32-1.1.

Section XXII: Website Live Chat Policy

Definitions

- A. "Agent" is any City employee or elected official representing the City through the Live Chat tools on the City website.
- B. "Chat" is a two-way conversation held between an agent and another individual on a digital platform such as the Live-Chat platform used on the City website.
- C. "Chat Session" is the digital conversation between a customer and agent, with its beginning being initiated at the time a customer requests assistance and ending when the customer disengages from the chat tool.
- D. "City" is Eagle Mountain City.
- E. "Customer" is any individual who initiates a chat session with a City agent.

- F. “Discrimination” is the act of selectively and deliberately altering the normal customer service practices to demean, degrade, or otherwise commit harm to individuals of a race, sex, age, disability, religion, veteran status, or other federally protected classes.
- G. “Forwarding” is the act of one agent orchestrating the disengagement of a chat with a customer following the initiation of a new agent being presented to continue the conversation.
- H. “Harass or Harassment” is unwelcome conduct that is severe or pervasive enough to create an environment where a reasonable person would feel intimidated, threatened, abused, or annoyed. Conduct can include offensive jokes, slurs, epithets or name calling, threats of physical assault to an individual or members of their family, intimidation, ridicule or mockery, insults or put-downs, and interference with work performance.
- I. “Live Chat” is a chat session happening in real-time on the City website via the Live Chat tool.
- J. “Script” is a prepared text to be used in conversation.
- K. “Transient Communication” is any record with temporary value and serves to convey information of temporary importance. Transient communications are not retained.

Purpose

The policies found herein are intended to ensure proper use of Live Chat functionality found on the Eagle Mountain City website. When followed, the policies aid in the reduction of risk of a poor customer service experience, inadvertently transmitting or retaining sensitive information, or creating improper expectations of the use of the tool. Live Chat is a very powerful capability that can be a significant component in communication with residents or otherwise, but it also requires careful management.

Personal Information and Payments

- A. Agents should at no time share personal information with the customer including their personal contact information, address, age, and so forth. Agents are permitted to share their work phone number and email to improve support, as needed.
- B. Agents should at no time request personal information from the customers, except information necessary for serving the customer such as a service address, account number, name, and basic contact information.
 - 1. Any personal information collected for the purpose of serving the customer should not be retained or shared by the agent except with other City employees who are providing assistance.

- C. Payment information is not to be shared on the Live Chat tool. If a customer requests to make a utility payment or other payment, they are to be directed to the online means of payment such as Xpress Bill Pay, or the Agent should provide a call-in number for the customer to make a payment over the phone.

Retention

- A. Live Chat sessions shall be treated as transient communications. Any logs of chat sessions with customers shall be removed daily.
- B. Agents shall not keep records on their computers, in print or otherwise, of any chat logs.
 - 1. Exception when customers are being evaluated for a potential ban from the Live Chat tool and records of conversations become necessary in properly assessing that decision.
 - 2. Chat transcripts may begin to be preserved beginning with the first transcript that contains harassment as defined herein or any other improper conduct described in this policy.
 - 3. Chat transcripts to be preserved for evaluation of a ban should be marked for retention within the chat tool.
 - 4. Individuals that are banned but do not reside within Eagle Mountain City may have records destroyed following the decision.
 - 5. Records of the decision to ban a customer that resides in Eagle Mountain City including the chat session transcripts that led to the decision must be retained for two years.

Discrimination

- A. Agents should not discriminate by demeaning, ignoring, or otherwise providing substandard service to those of a particular race, sex, age, disability, religion, veteran status, or other federally protected classes.
- B. Agents should not transfer a customer to another agent based on race, sex, age, disability, religion, veteran status, or other federally protected classes.

Communication Practices

- A. Agents shall maintain a behavior of professionalism in conversations with all customers.
 - 1. Agents shall maintain a high level of professionalism in their communication, avoiding casual speaking.

2. Agents should refrain from sharing opinions on the City, City staff or elected officials, businesses, policies, and so forth.
 3. Positive attitudes should prevail, ensuring that professionalism also includes a courteous, kind, and respectful interaction.
- B. Agents should always remain honest and transparent. In instances where it is inappropriate to share information, or the agent does not have the full information needed to provide an adequate or accurate response, the agent should refer the customer to a staff member or other entity as required that would have the answers needed.
 - C. Agents should not use profanity or other vulgar language at any time.
 - D. Agents should respond quickly to Live Chat requests, treating an incoming request the same as an incoming phone call. If an Agent must leave his/her computer for more than five minutes, he/she should change the status on the Live Chat tool to *offline* to not receive additional Live Chat requests until he/she has returned.
 - E. Management of time dedicated to phone calls, Live Chat, and in-person conversations is the responsibility of the supervisor who may elect to dedicate staff to certain communication channels permanently or for periods of time or allow staff to balance all three.
 1. Communication priorities are as follows:
 - a. In-person communication;
 - b. Phone calls;
 - c. Live chats
 2. As with typical phone conversations, a request for a customer to hold can be used. If all staff are occupied and cannot quickly respond to a Live Chat request, an agent should communicate the following or something similar: "We are currently assisting others at this time and cannot immediately respond. If you are able to wait, someone will be with you shortly; otherwise you are welcome to send an email to [department email address]."
 - a. Agents should not frequently be offline but instead remain online for most of their workday. Agents who are unable to be online for most of their workday may be removed as an agent.
 - F. Agents may engage in up to three Live Chat sessions concurrently after meeting performance requirements.

1. Agents will start with one Live Chat session at a time. If after 100 chats, their satisfaction score is over 80% and their first response time is under one minute, they may begin to chat with two customers concurrently.
 2. Agents who maintain an 80% satisfaction score and a first response time under one minute after 500 chats will be permitted to chat with up to three customers concurrently.
 3. Agents whose scores fall below the performance levels indicated will need to step down to a lower number of concurrent chats until performance improves.
- G. If a customer becomes unresponsive for more than two minutes, the agent should verify the customer is still present and kindly make them aware that the chat session will be terminated for inactivity after two further minutes. If inactive for four total minutes, the agent may recommend to the customer to reach back out or call at a suggested phone number, and then terminate the chat session.
- H. Agents may forward customers to other agents who may be able to provide greater assistance on a particular topic.
1. Agents should ensure that the customer was successfully transferred.
- I. Customers requiring service in another language should be transferred to bilingual agents, when available.
- J. Agents should not in any way harass a customer.
1. Additionally, customers are not permitted to harass agents. If an agent believes they are being harassed, they should contact a supervisor and retain the chat transcript. The supervisor will determine if the harassment warrants further action and address the needs of the harassed agent.
 2. In cases where customers continue to harass after being asked to cease, a supervisor may request the agent transfer the chat to him/her in an attempt to resolve the issue. If the customer continues the harassment, the supervisor may authorize the ban of the customer from the Live Chat tool.
 - a. Agents are not permitted to ban customers without first speaking with their supervisor.

Work Hours and Safeguards

- A. Agents are only permitted to accept Live Chat requests during established work hours.
1. The last chat session should begin no later than 30 minutes prior to closing time.
- B. Agents are not permitted to click on any links shared by a customer.

- C. Supervisors should daily select random Live Chats to examine for improper conduct, customer service quality, and any trends of common questions that might require preparing a response template or using other communications methods to educate the public.

Handling Improper Conversations

- A. Customers may at times request to chat with an agent about a subject in which they have no expertise, familiarity, or is otherwise more appropriate for a different department. In these cases, the Agent should advise the customer of the appropriate department and share a link to the page associated with that department from within the City website.
- B. If customers are requesting to discuss topics that are completely unrelated to City operations, the Agent should ask the customer if they have any question related to City operations. If they have no question, the Agent should kindly inform the customer of the purpose of the Live Chat tool, recommend they request a chat again when they have a question that would benefit from the Live Chat tool, and then terminate the chat.

Other General Policies

- A. Agents are permitted to create and use scripts to expedite the response to frequently asked questions.
- B. Agents are not emergency dispatchers. Customers reporting medical, police, or fire emergencies should be directed to immediately call 911 if there is risk to life or property. If there is no risk to life or property, they should be advised to call the appropriate non-emergency line. Customers reporting City emergencies including fallen or ruptured utilities, damaged roads, flooding, or otherwise should be advised to immediately call 801-789-5959.

Penalties

- A. Supervisors shall evaluate penalties for actions contrary to policy on a case-by-case basis.
- B. Agents are encouraged to self-report when they have not adhered to policy to receive further training.
- C. Should an Agent violate policy in more than one occasion, a supervisor may elect to suspend the Agent from using the Live Chat tool or permanently prohibit use if deemed appropriate.

Section VIII: Alcohol- and Drug-free Workplace

General Policy

The purpose of this policy is to promote a drug free workplace as outlined in the [Federal Drug-free Workplace Act of 1988](#).

Employee Responsibilities

- A. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
- B. Any employee convicted under a Federal or State statute regulating controlled substances shall notify their supervisor and the Mayor within five (5) days after the conviction.
- C. No employee shall consume alcoholic beverages immediately before work, during work hours, while at work during breaks or lunches, or while on call for work.
- D. No employee shall be impaired by alcohol, illegal drugs, or medication during work hours.
- E. No employee shall represent the City in an official capacity while impaired by alcohol, illegal drugs, or medication.
- F. No employee using medication that may impair performance shall operate a motor vehicle or engage in safety-sensitive functions while on duty for the City.
- G. If an employee is using prescription or nonprescription medication that may impair performance of duties, the employee shall report that fact to their supervisor.
- H. An employee who has reason to believe that the performance of another employee is impaired by alcohol, illegal drugs, and/or medication shall immediately notify the Mayor or designee.

Disciplinary Action

Because of the serious nature of illegal use or abuse of alcohol, controlled substances, and/or medication, appropriate disciplinary action will be taken if an employee is found in violation of these policies, up to and including termination.

Section IX: Drug and Alcohol Testing

General Statement

To achieve a drug-free workplace, applicants and current employees of Eagle Mountain are required to participate in drug-testing; the frequency, type, and disciplinary response of drug tests will vary depending on whether the employee's position requires a CDL or is considered safety-sensitive.

- A. Scope. This policy covers all employees of, and applicants to, the City.
- B. Definitions.
 - 1. Alcohol. Alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol, no matter how packaged or in what form the alcohol is stored, utilized, or found.
 - 2. Controlled Substances. Controlled substances are defined by the [Comprehensive Drug Abuse Prevention and Control Act](#) as marijuana (THC), cocaine, phencyclidine (PCP), opiates, amphetamines (including methamphetamine), or other substances which may only be legally obtained and used pursuant to a physician's prescription. Under [Utah's Medical Cannabis Act](#), legally-obtained medical cannabis is not considered a controlled substance for non-CDL and non-safety-sensitive employees in the State of Utah.
 - 3. On-duty Accident. Any accident involving the loss of life or the issuance of a moving traffic citation to the employee or any on-the-job injury which requires medical attention.
 - 4. Positive Test. Any test result showing a blood alcohol content (BAC) of 0.02 or greater, or the presence of any controlled substance in the test subject. According to the [Nondiscrimination for Medical Care or Government Employment](#) provision of Utah's Medical Cannabis Act, the presence of cannabis shall not count toward a positive test result for non-CDL or non-safety-sensitive employees who have legally obtained medical cannabis.
 - 5. Refusal to Submit to Testing. Failure to provide an adequate breath or urine sample without a valid and verified medical explanation, after the employee has received notice that they are being tested and a breath or urine sample is required, or engaging in conduct that clearly obstructs the testing process.
 - 6. Reasonable Suspicion. Knowledge sufficient to induce an ordinarily prudent and cautious person under the circumstances to believe that a prohibited activity is occurring.

7. Safety-sensitive Duties. Any firefighter or paramedic duties, law enforcement duties, duties or positions deemed safety sensitive by the City or the United States Department of Transportation, or duties requiring a Commercial Driver License (CDL).

Drug Testing for CDL and Safety-sensitive Positions

To achieve a drug-free workplace, employees in and applicants for positions deemed safety-sensitive or requiring a CDL shall be required to participate in all the following alcohol and controlled substance testing according to the rules established by the United States Department of Transportation: pre-employment, reasonable suspicion, random, post-accident, return to duty, and follow-up.

A. Testing Notice

1. When conducting any of the above noted tests on CDL or safety-sensitive employees, the City shall provide the employee with the following notice:
 - a. The drug and/or alcohol test you are being required to take is required under rules established by United States Department of Transportation pursuant to the [Omnibus Transportation Employees Testing Act of 1991](#)
 - b. If you refuse to submit to the required testing you may be subject to disciplinary action, up to and including termination.

B. Testing Types

1. Preemployment. Applicants with conditional offers from the City are required to submit to drug testing before performance of employment duties as outlined in [CFR Title 49, Subtitle B, Chapter III, Subchapter B, Part 382.301](#).
2. Reasonable Suspicion. When a designated supervisor makes a determination that there is reasonable suspicion to believe that an employee performing or assigned to safety-sensitive positions is using, is under the influence of, or is in possession of alcohol or controlled substances, the employee shall be subject to drug/alcohol testing according to the rules outlined in [CFR Title 49, Subtitle B, Chapter III, Subchapter B, Part 382.307](#).
 - a. The supervisor making the determination that reasonable suspicion exists shall submit written documentation setting forth the specific, contemporaneous articulate observations concerning the appearance, behavior, speech, or body odors of the employee which resulted in the reasonable suspicion determination. Reasonable suspicion of use of a controlled substance may also be based on observation of indications of the chronic and withdrawal effects of controlled substances.

- i. The required observations underlying reasonable suspicion testing must be made by a supervisor or City official who has received at least two (2) hours of training on the physical, behavioral, speech, and performance indicators of alcohol and drug use.
 - ii. Observations underlying the reasonable suspicion testing must be documented in writing and signed by the supervisor or City-designated official within twenty-four (24) hours, or before the results of the test are announced, whichever is earlier.
 - iii. Reasonable suspicion testing may not be conducted by the same supervisor who makes the reasonable suspicion determination.
- b. Special requirements associated with reasonable suspicion alcohol testing.
 - i. Alcohol testing is authorized only if the observations set forth above are made during, just proceeding, or just after the performance of safety-sensitive functions.
 - ii. If an alcohol test is not administered within two (2) hours following the identification of reasonable suspicion, the supervisor shall prepare and maintain documentation stating why the test was not administered within two (2) hours.
 - iii. If an alcohol test is not administered within eight (8) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer an alcohol test and shall prepare and maintain documentation stating why the test was not administered within eight (8) hours.
- c. Special requirements associated with reasonable suspicion drug testing. If a drug test is not administered within thirty-two (32) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer a controlled substance test and shall prepare and maintain documentation stating why the test was not administered within thirty-two (32) hours.
- d. Upon required testing due to reasonable suspicion, the employee tested shall not engage in the operation of any City equipment or engage in any employment-related duties, which their supervisor deems dangerous to themselves or others, until the results of the tests are received and the employee is released back to work by the Mayor or designee.

3. Random: Employees assigned to, or performing, safety-sensitive duties are subject to random drug/alcohol tests according to the rules outlined in [CFR Title 49, Subtitle B, Chapter III, Subchapter B, Part 382.305](#).
 - a. Random tests shall be both of the following:
 - i. Unannounced.
 - ii. Reasonably spread throughout the year.
 - b. Each employee within a testing pool must have an equal chance of being tested each time a random test is conducted.
 - c. Random Testing for CDL Drivers.
 - i. CDL drivers may be subjected to random alcohol testing only while performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.
 - d. Drug tests may be performed at any time the driver is on duty.
 - e. Consortiums. The City may join a consortium with testing pools large enough that the City's CDL drivers are always subject to random testing and the required annual testing rate shall be met by tests conducted within the pool.
 - i. If the City chooses to join a drug/alcohol testing consortium, the City shall designate a liaison to coordinate with the testing consortium and obtain and maintain all the following records and information:
 - a. How the random selection pool was assembled.
 - b. The method of selection and notification of drivers.
 - c. The location of collection sites.
 - d. Methods of reporting the test results on each driver.
 - e. Summary reports on the consortium's program showing that the consortium tested at the prescribed minimum annual rates for alcohol and/or controlled substances.
4. Post-Accident: An employee involved in an on-duty accident or unsafe work practice is subject to drug testing according to the rules outlined in [49 CFR, Subtitle B, Chapter III, Subchapter B, Part 382.303](#).
5. Return to Duty. Employees who have tested positive previously are required to test again as a precondition to a return to duty according to [49 CFR Part 40, Subpart O](#).

6. Follow-up Testing. Employees who have violated this policy and continue to work for the City shall be subject to follow-up drug/alcohol testing for a period of not less than one (1) year and not to exceed sixty (60) months according to the rules outlined in [49 CFR Part 40, Subpart O](#).
 - a. Employees subject to follow-up testing will be tested a minimum of six (6) times in the first (1st) twelve (12) months following their return to duty.
 - b. Follow-up testing beyond one (1) year shall be based on a need assessment provided by a substance abuse professional.
- C. Consequences of Positive Test
 1. Alcohol.
 - a. If any alcohol test result shows a BAC of 0.04 or greater, the employee shall be removed from, and cannot return to, a safety-sensitive function until, at a minimum, all the following are met:
 - i. The employee undergoes evaluation by a substance abuse professional, and where necessary, rehabilitation.
 - ii. The substance abuse professional determines that the employee has successfully complied with any required rehabilitation.
 - iii. The employee undergoes a return-to-duty test with a result of less than 0.02 BAC.
 - b. If an employee's test results show a BAC of greater than 0.02, but less than 0.04, the employee shall not be permitted to perform any safety-sensitive functions for at least twenty-four (24) hours.
 2. Drug/Controlled Substances. If a drug test result shows that the employee has misused a controlled substance, the employee shall be removed from, and cannot be returned to, a safety-sensitive position until, at a minimum, all of the following are met:
 - a. The employee undergoes evaluation by a substance abuse professional, and where necessary, rehabilitation.
 - b. The substance abuse professional determines that the employee has successfully complied with any required rehabilitation.
 - c. The employee undergoes a return-to-duty test with a verified negative test result for controlled substances.

Drug Testing Policy for Non-CDL or Non-safety-sensitive Positions

To comply with the requirements of the Federal Drug-free Workplace Act of 1988, the City maintains the right to perform the following drug tests for non-CDL and non-safety-sensitive employees: pre-employment, reasonable suspicion, post-accident, return to duty, and follow-up.

A. Testing Notice.

1. When conducting any of the above noted tests on non-CDL or non-safety-sensitive employees, the City shall provide the employee with the following notice:
 - a. The drug and/or alcohol test you are being required to take is required by the policies and procedures of the City.
 - b. If you refuse to submit to the required testing you may be subject to disciplinary action, up to and including termination.

B. Types of Testing

1. Preemployment Testing. Applicants with conditional offers from the City are required to submit to drug testing before performance of employment duties.
2. Reasonable Suspicion Testing. When a designated supervisor makes a determination that there is reasonable suspicion to believe that an employee performing or assigned to non-safety-sensitive positions is using, is under the influence of, or is in possession of alcohol or controlled substances, the employee shall be subject to drug/alcohol testing.
3. Post-Accident. If an employee incurs an on-the-job injury and requires medical attention, the employee will be required to submit to drug/alcohol testing.
4. Return to Duty. Employees who have tested positive previously are required to test again as a precondition to a return to duty.
5. Follow-up Testing. Employees who have violated this policy and continue to work for the City shall be subject to follow-up drug/alcohol testing for a period of not less than one (1) year and not to exceed sixty (60) months.

C. Testing Procedures

1. While drug tests for non-CDL and non-safety-sensitive employees are not required by federal regulation, the City intends to follow the same procedures and requirements for testing as outlined in the Federal Regulations outlined in the Federal Regulations for CDL and safety-sensitive positions detailed above.
2. Non-CDL and non-safety-sensitive employees are to be offered an opportunity to declare their use of legally obtained prescription drugs, which may influence their test results, to their

direct supervisor before participating in a drug test. Employees will be required to show their current Medical Cannabis Card, if applicable.

D. Consequences of a Positive Test

1. An employee with a positive drug or alcohol test result may be subject to the return to duty and follow-up testing procedures outlined for CDL and safety-sensitive positions. Incompliance with these testing procedures can result in disciplinary action, up to and including termination.

General

- A. The City maintains the right to utilize detection methods necessary for the enforcement of this policy including blood, urine, or other tests, and the use of electronic detection equipment and trained animals.
- B. Failure to cooperate with these detection methods or inspections is grounds for disciplinary action, up to and including termination.
- C. Employees may direct any questions regarding this policy to the Human Resource Department.
- D. Rehabilitation
 1. Through any of these detection methods or on their initiative, if an employee tests positive or seeks rehabilitation treatment, the City will pay for an initial substance abuse evaluation.
 2. The City encourages employees to enroll in a counseling or rehabilitation program. An employee will be required to sign a document agreeing to the following conditions to remain employed with full rights and benefits:
 - a. Any employee for whom treatment is recommended will be responsible for costs not covered by insurance. The employee will be required to use leave in the following order: long-term sick, compensatory time, and PTO leave until all leave is expended. The City will pay the employee's benefit package during the allotted treatment time, but not wage supplements during this time. Each incident will be reviewed on a case-by-case basis.
 - b. If a required treatment or rehabilitation program involves confinement, the employee's position may be held for the determined length of the treatment and the employee restored to their former position upon successful completion of the substance abuse rehabilitation. Each incident will be reviewed on a case-by-case basis.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 7, 2020**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement between Utah County and Eagle Mountain City for Disbursement from the Coronavirus Relief Fund.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
PUBLIC HEARING: No PREPARED BY: Paul Jerome, Admin PRESENTED BY:	RECOMMENDATION: BACKGROUND: On March 27, 2020, President Trump signed the Coronavirus Aid, Relief and Economic Security (CARES) Act. The Federal Government provided \$1.25 billion to Utah State and local governments through the Coronavirus Relief Fund (CRF) included in the CARES Act. \$111.6 million was paid directly to Utah County, and the County Commission has allocated \$45,815,190.95 to eligible recipients within the County. Payments from the CRF may only be used to cover costs that are necessary expenditures incurred due to the public health emergency that were not accounted for in the budget most recently approved as of March 27, 2020 and were incurred between March 1, 2020 and December 30, 2020. ITEMS FOR CONSIDERATION: REQUIRED FINDINGS: PLANNING COMMISSION ACTION/RECOMMENDATION:		

ATTACHMENTS:

RES--Interlocal Agreement between Utah County and EMC for
Coronavirus Relief Fund Disbursement

Exhibit--COVID-19 Interlocal Cooperation Agreement Final

RESOLUTION NO. R- -2020

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN
UTAH COUNTY AND EAGLE MOUNTAIN CITY FOR
DISBURSEMENT FROM THE CORONAVIRUS RELIEF FUND**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Interlocal Cooperation Agreement between Utah County and Eagle Mountain City for Disbursement from the Coronavirus Relief Fund, as set forth more specifically in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Interlocal Cooperation Agreement between Utah County and Eagle Mountain City for Disbursement from the Coronavirus Relief Fund, as set forth in Exhibit A.
2. The Interlocal Cooperation Agreement between Utah County and Eagle Mountain City for Disbursement from the Coronavirus Relief Fund is hereby approved as set forth more specifically in Exhibit A.
3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of July, 2020.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah
on this _____ day of _____, 2020.

Those voting aye:

☐ Donna Burnham

☐ Melissa Clark

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

Those voting nay:

☐ Donna Burnham

☐ Melissa Clark

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

Fionnuala B. Kofoed, MMC
City Recorder

Posted to City bulletin boards on _____ by _____.

Exhibit A

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND
LOCAL ENTITY FOR DISBURSEMENT FROM THE CORONAVIRUS RELIEF FUND**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (“Agreement”) effective the 15th day of June, 2020 by and between Utah County, a political subdivision of the State of Utah (“County”) and Eagle Mountain City, a political subdivision of the State of Utah (“Recipient”) (collectively “parties”).

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (“Interlocal Act”), Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Interlocal Act, the parties desire to work together through joint and cooperative action that will benefit the residents of Recipient and County; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Interlocal Act; and

WHEREAS, earlier this year the United States of America began battling a public health emergency known as Coronavirus Disease 2019 (“COVID-19”). On March 27, 2020 and in response to COVID-19, President Trump signed the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”); and

WHEREAS, the Federal Government provided \$1.25 billion to Utah state and local governments through the Coronavirus Relief Fund (“CRF”) included in section 5001 of the CARES Act. Based on the distribution formula in the CARES Act, \$934.8 million was paid to the State of Utah (“State”), \$203.6 million was paid directly to Salt Lake County, and \$111.6 million was paid directly to Utah County (the “County Allocation”). State and local governments can only use the CRF payments to respond to the COVID-19 pandemic. While the County is not required to distribute a portion of its \$111.6 million payment to local entities, the County Commission have elected to share a portion with local entities within Utah County; and

WHEREAS, the CARES Act provides that payments from CRF may only be used to cover costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to COVID–19, (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

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

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this

Agreement. The term of this Agreement shall be from the effective date hereof through December 31, 2020.

This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office and the attorney for Recipient. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, County, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk/Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

Section 3. PURPOSE

This Agreement has been established and entered into between the County and Recipient to provide CRF funds to the Recipient from the County Allocation to respond to the COVID-19 pandemic.

Section 4. CRF FUNDING AMOUNTS

1. From the County Allocation, \$20 million will be set aside for economic support, to be overseen and recommended by a seven-member committee chosen by the Council of Governments (“COG”) within Utah County and then allocated by the County in accordance with the recommendation. This \$20 million shall be known as “Part 1” of the County Allocation and shall only be expended as authorized by the CARES Act including the costs incurred by County to administer this Part 1. This seven-member committee shall comply with the Utah Open and Public Meetings Act, Utah Code, Title 52, Chapter 4.
2. From the County Allocation, \$45,815,170.95 will be set aside for eligible recipients who may receive an allocation up to the maximum amount listed in the Available Funds for Cities and Unincorporated County document attached hereto as Exhibit “A” and incorporated herein by this reference. This \$45,815,170.95 shall be known as “Part 2” of the County Allocation. This amount may be subject to revision by the County due to federal mandate or by an order of a court of law. If Recipient places any CRF funds in an interest-bearing account, Recipient must expend the interest earned on CRF funds in accordance with the requirements of the CARES Act or return the interest earned to County. If Recipient received funds to reimburse or otherwise cover the costs of permissible expenditures, as described in Section 5, from any other sources other than the County Allocation, then Recipient shall provide an accounting to County of all such funds from the other sources and repay to County such funds up to an amount equal to the Recipient’s portion of the County’s Allocation. Recipient acknowledges

that it shall receive no funds from the County outside of those CRF funds in the County Allocation.

3. From the County Allocation, \$45,815,170.95 will be set aside for the County. This \$45,815,170.95 shall be known as “Part 3” of the County Allocation.

Section 5. PERMISSIBLE USE OF CRF FUNDING

The CARES Act and additional guidance issues by the United States Treasury Department provides that CRF funds may only be used to cover costs that meet the following conditions:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
 - a. The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency.
 - b. CRF Funds may NOT be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute.
 - c. The expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending the CRF funds.
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the Recipient; and
 - a. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially

different use from any expected use of CRF funds in such a line item, allotment, or allocation.

- b. The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the Recipient, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by the Recipient in response to the COVID-19 public health emergency.
 - c. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
- a. A cost is “incurred” when the Recipient has expended funds to cover the cost.

These provisions and guidance are current as of May 26, 2020. The Recipients accepting funds must agree to adhere to any additional current or future Federal or State legislative guidance regarding spending, reporting, or any other matter related to CRF funds. Further, the Recipients shall require that any subgrantee to which it awards CRF funds adhere to the CARES Act and any current or future guidance related to the CRF funds. Federal guidance has been updated regularly and can be found at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.

Section 6. TIME PERIOD

The Recipient has until **November 2, 2020** to expend the CRF funds and provide the necessary documentation of the expenditure of the CRF funds to County. CRF funds provided by the County that are not expended on eligible expenditures on or before **November 2, 2020**, must be returned to the County on or before 5:00 P.M. MST, **November 9, 2020**, so that the County will have time to reallocate and expend the funds before they expire on December 30, 2020. The Recipient

may petition the County to retain allocated, but unspent CRF funds, after the **November 2, 2020** date, with approval from the County. Any requests for exceptions shall be emailed to Peter Brown, Finance Manager COVID Project, in the Utah County Clerk/Auditor's Office, peterb@utahcounty.gov, before 5:00 P.M. MST, November 2, 2020.

Section 7. REPORTING ON USE OF CRF FUNDS

The Recipient shall retain documentation related to any uses of the CRF funds, including but not limited to invoices and/or sales receipts. All payroll expenditures must illustrate compliance with CARES Act by detailed, daily documentation. Any subgrants made by the Recipient shall similarly require, as a term of the grant, that the subgrantee shall retain documentation and shall produce such documentation to the Recipient and the County upon request.

Consistent with County's responsibilities for the management of CARES funds distributed to it and in accordance with being subject to the Federal Single Audit Act, Recipient shall be prepared to submit receipts and HR records if requested in connection with an audit. All receipts should be individually accompanied (either physically or by PO number) by an explanation form that will be provided by the County that will need to explain how the expenses respond to the "reasonably necessary" justification of the CARES Act Coronavirus Relief Fund (CFR). The Recipient is required to report CRF expenditures at the detailed transaction level on a quarterly basis or data uploaded to Transparent Utah if available for use by County and Recipient. CRF Funds will be identified using function codes specified for these CRF funds in the Uniform Chart of Accounts for Local Government of Utah (revised June 2020) and related resources provided by the Office of the State Auditor. The Recipient is also required to provide summary and detailed documentation supporting

the use of CRF Funds upon request of County, state, federal, or independent auditors. The County may request additional reporting if necessary.

Section 8. ACCOUNTABILITY FOR THE USE OF CRF FUNDS

If County, state, or federal audit findings determine that any CRF funds were expended by the Recipient in violation of the requirements of the CARES Act and request repayment of those CRF funds, the Recipient shall provide funds to the County for repayment to the Federal Government as required by the CARES Act. If the County is forced to repay the funds because the Recipient is unwilling or unable to repay the funds, the amount paid by the County will become a past due obligation of the Recipient to the County and may be collected as such.

Section 9. AVAILABILITY OF CRF FUNDS

It is expressly understood and agreed that the obligation of the County to proceed under this Agreement is conditioned upon the availability of CRF funds remaining in the County Allocation. If the CRF funds anticipated for the continuing fulfillment of the Agreement from the County Allocation are, at any time, not forthcoming or insufficient, either through the failure of the Federal government to provide or if CRF funds are not otherwise available to the County, the County shall have the right upon ten (10) working days written notice to the Recipient, to terminate this Agreement without damage, penalty, cost, or expense to the Recipient of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

It is also expressly understood and agreed that any disbursement of CRF funds to

Recipient shall be considered an advance payment from County to Recipient subject to repayment of those CRF funds. Recipient shall either submit to County the appropriate justification documents of funds under the CARES Act or repay the CRF funds to the County. If the Recipient is unwilling or unable to repay any portion of the CRF funds which are not expended as required herein, that amount of the CRF funds will become a past due obligation of the Recipient to the County and may be collected as such.

Section 10. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty (60) days after providing written notice of termination to the other party. The Parties of this Agreement agree to bring current, prior to termination, any financial obligation incurred in the exercise of its rights and obligations set forth herein.

Section 11. INDEMNIFICATION

To the fullest extent permitted by law, Recipient shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, audits, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Recipient shall also pay any litigation and appeal expenses that County incurs, including attorney's fees, penalties, and interest arising out of or related to the Agreement. Recipient shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. [Recipient is not responsible for](#)

[other Recipient's or County's misuse of Parts 2 and 3 of the County Allocation.](#) County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, audits, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement. Both Recipient and County agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. Recipient's obligations under this provision shall survive the expiration or other termination of this Agreement.

Section 12. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County Clerk/Auditor of County and with the official keeper of records of Recipient and shall remain on file for public inspection during the term of this Agreement.

Section 13. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 14. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and

approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 15. SEVERABILITY

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 16. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 17. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 18. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 19. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

Section 20. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 21. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 22. COUNTERPARTS AND FACSIMILE SIGNATURES

The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.

Section 23. SUB-RECIPIENT REQUIREMENTS

By virtue of terms and conditions of the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. CRF funds received through this Agreement make Recipient a sub-recipient of the federal grant.

As Recipient is a Sub-recipient of the grant monies, and as such, shall have no authorization, express or implied, to bind County to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County, except as herein expressly set forth. Recipient as Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of CRF funds received from the County for these necessary COVID-19 related purchases. Persons employed by the County and acting under the direction of the County shall not be deemed to be employees or agents of Recipient.

- a) All Recipient's records with respect to any matters covered by this Agreement shall be made available to the County, State of Utah, and the Comptroller General of the United States or any of their authorized representatives.
- b) Failure of Recipient to comply with the above requirements will constitute a violation of this Agreement and may result in the withholding of future payments.
- c) Local governments or non-profit organizations that expend \$750,000 or more in total federal financial assistance (from all sources) in the Recipient's fiscal year shall have a Single Audit completed.

- d) All Sub-recipient's, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, State of Utah, County and/or the General Accounting Office.
- e) To comply with 2 C.F.R. § 200.331 the County as the pass-through entity is providing the following required information:

Subrecipient Name	Eagle Mountain City
Subrecipient DUNS number	[City DUNS]
Federal Award Identification Number	Not Available
Federal Award Date	March 27, 2020
Subaward Period of Performance Start & End Date	March 1, 2020 – December 30, 2020
Amount of Federal Funds Obligated by this action by the County to the Subrecipient	\$2,764,142.90
Total Amount of Federal Funds Obligated to the Subrecipient by the County including the current obligation	\$2,764,142.90
Total Amount of the Federal Award committed to the Subrecipient by the County	\$2,764,142.90
Federal award project description	Project description: Through this subaward, Utah County will provide Covid-19 relief funding for direct support for cities in Utah County, direct support relating to expenditures “reasonably necessary” to help combat the spread of Covid-19.
Name of Federal awarding agency	United States Department of the Treasury
Name of pass-through entity	Utah County Government
Contact information for awarding official of the pass-through entity	Utah County Auditor’s Office Attn: Peter Brown, CARES Act Finance Manager 100 East Center Street, Suite 3600 Provo, UT 84606 Phone: 801.851.8222 Email: PeterB@UtahCounty.gov
CFDA Number and Name	21.019
Is the award for Research and Development?	No
Indirect cost rate for the Federal award	None

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Recipient as Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

UTAH COUNTY

Authorized by Resolution No. 2020-____, authorized and passed on the____day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By:_____
NATHAN IVIE, Vice-Chair

ATTEST: AMELIA POWERS GARDNER
Utah County Clerk/Auditor

By:_____
Deputy

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
DAVID O. LEAVITT

Utah County Attorney

By:_____
Deputy County Attorney

RECIPIENT

Authorized by Resolution No._____, authorized and passed on the_____day of
_____, 2020.

By:_____

MAYOR

ATTEST: _____

City/Town Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

City/Town Attorney



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 7, 2020**

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Adopting Chapter 17.51 Warehouse Farming Overlay Zone.		
ITEM TYPE:	Development Code Amendment		
FISCAL IMPACT:	N/A		
APPLICANT:	City Staff & Planning Commission		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Steve Mumford, Planning

PRESENTED BY:

Steve Mumford, Assistant City Administrator & Community Development Director

RECOMMENDATION:

BACKGROUND:

This proposal was discussed by the City Council on June 2nd and 16th.

Chapter 4-41a-406 of the Utah Code Annotated states that "if a municipality's or county's zoning ordinances provide for an industrial zone, the operation of a cannabis production establishment shall be a permitted industrial use in any industrial zone unless the municipality or county has designated by ordinance, before an individual submits a land use permit application for a cannabis production establishment, at least one industrial zone in which the operation of a cannabis production establishment is a permitted use." The same applies to at least one agricultural zone.

The proposed overlay zone accomplishes the requirements of the State Code as long as it is approved for specific property within the city. An alternative option would be to include it as a permitted use (or a special use) in an industrial zone and an agricultural zone; however, that could leave it open to be placed in an agriculture zone close to residences.

This proposal has been on hold since November awaiting feedback from the State Department of Agriculture and Food. The manager of the Industrial Hemp & Medical Cannabis Program was too busy to review our draft code and too busy to have a discussion. The new manager, Cody James, recently responded quickly to my request and provided feedback. His suggestions have been incorporated into the proposal, and are shown in underline or strikethrough. He also stated that the proposal does not conflict with current Utah Code for Medical Cannabis Production Establishments, which can be found here: <https://le.utah.gov/xcode/Title4/Chapter41A/4-41a.html>.

State Code contains caps on the number of certain medical cannabis establishments. Cultivators are capped at 8 by statute and pharmacies are capped at 14. The other two types of establishments, processors and labs, do not have a maximum number allowed. Currently all 8 cultivator licensees are up and running and there are approximately 11 processors that are licensed. Three of the 14 pharmacies are open.

Based on the Council's discussion at the June 16th hearing, the proposed zoning code now includes:

- Language regarding preferred locations for the overlay
- Adjusted setback requirements to 1,000 feet for all listed instances
- Set building height limit to 35 feet in all cases
- Added a filtration/ventilation requirement

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

Development Code Amendments are legislative decisions and are considered valid if reasonably debatable and not illegal.

PLANNING COMMISSION ACTION/RECOMMENDATION:

On November 12, 2019, the Planning Commission recommended approval of a Warehouse Farming Overlay Zone. This item has been

on hold awaiting feedback from the State. After finally receiving feedback we feel it is now ready to be presented for approval.

ATTACHMENTS:

[ORD--EMMC Chapter 17.51 Warehouse Farming Overlay Zone](#)

[Exhibit A: EMMC Chapter 17.51 Warehouse Farming Overlay](#)

ORDINANCE NO. O- -2020

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
ADOPTING EAGLE MOUNTAIN MUNICIPAL CODE,
CHAPTER 17.51 WAREHOUSE FARMING OVERLAY ZONE**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to adopt Eagle Mountain Municipal Code, Chapter 17.51 Warehouse Farming Overlay Zone, as described in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider adopting Eagle Mountain Municipal Code Chapter 17.51 Warehouse Farming Overlay Zone.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 7th day of July, 2020.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 7th day of July, 2020.

Those voting aye:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

Those voting nay:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

Those excused:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

Fionnuala B. Kofoed, MMC
City Recorder

Posted to City Bulletin Boards on _____ by _____.

Exhibit A

17.51 Warehouse Farming Overlay Zone

17.51.010 Purpose and Objective

17.51.020 Definitions

17.51.030 Allowed Uses

17.51.040 Setbacks

17.51.050 Standards

17.51.010 Purpose and Objective

The purpose and objective of this chapter is to allow for large scale farming/cultivation operations within enclosed structures with reasonable separation from residential and other incompatible land uses. This overlay creates standards for warehouse farming operations, ensuring compatibility with surrounding land uses.

This overlay shall only be applied to Agricultural and Industrial Zones as defined in EMMC 17.20 and 17.40. This overlay shall not abut or adjoin a residential zoning district as defined in EMMC 17.25. This overlay shall be applied to areas of the city so that development within in it under this chapter will not unreasonably negatively impact the use of land in the adjoining district(s). Preferred overlay zoning locations include those with existing agricultural or industrial uses that include similar negative impacts such as odor, noise, and traffic (e.g. a sewage treatment facility or food processing plant). The standards and processes of the base or underlying zone(s) shall be applicable unless superseded by this zone's standards.

17.51.020 Definitions

"Cannabis production establishment" means a person and/or facility that grows or intends to grow cannabis and holds a valid cannabis cultivation facility license issued by the State of Utah in accordance with Title 4-41a of the Utah Code Annotated.

"Warehouse Farm" means using indoor farming techniques and environmental control features, including but not limited to control of light, humidity, temperature, and fertigation to grow crops indoors. Also referred to as "vertical farming" and "hydroponic farming."

17.51.030 Allowed Uses

In addition to the allowed uses in the underlying zone the following uses shall be allowed within the Warehouse Farming Overlay Zone as permitted uses in accordance with standards provided in EMMC 17.21.060.

A. Cannabis Production Establishment or Cannabis Cultivation Facility

B. Warehouse Farm

17.51.040 Setbacks

- A. Warehouse Farms are required to comply with the setback provisions in the underlying zone, unless modified setbacks are approved by the City Council.
- B. Cannabis Production Establishment: In addition to complying with underlying setback provisions shall also be set back a minimum of one thousand feet (1,000') from:
 - 1. Schools (public or private)
 - 2. Religious buildings (including churches, synagogues, mosques, and/or any other place of worship)
 - 3. Daycares or preschools
 - 4. Any public or private park
 - 5. Any property zoned predominantly for residential uses
 - 6. The nearest dwelling unit (even if located within a zone not primarily for residential development)

Distances will be measured following the shortest route of ordinary pedestrian or vehicular travel.

17.51.050 Standards. The following standards are intended to provide detail regarding the structures located within the Warehouse Farming Overlay Zone.

- A. Architectural Standards:
 - 1. Buildings shall maintain a contemporary appearance. Architectural detailing shall feature clean lines and elements, vertical and horizontal articulation or modulation (stepping portions of the façade), and use of textures and materials to reduce the apparent scale of large building walls. Metal may be used along with other building materials.
 - 2. Warehouse farming shall take place inside permanent structures and shall not be allowed in shipping containers (stacked or unstacked), unless located inside a larger permanent structure.
- B. Building Heights: Buildings shall be no taller than thirty-five feet.
- C. Cannabis Cultivation Standards. A Cannabis Production Establishment shall also comply with the following standards:
 - 1. Maintain full compliance with all state regulations;
 - 2. Provide a single, secure public entrance;
 - 3. Provide a security system with a backup power source that detects and records entry into the cannabis production establishment and provides notice of an unauthorized entry to law enforcement when the cannabis production establishment is closed;

4. A lock or equivalent restrictive security feature on any area where the cannabis production establishment stores cannabis or a cannabis product.
5. Outdoor signs on the building may include only the cannabis production establishment's name and hours of operation and a green cross. Signs must also comply with all regulations in EMMC 17.80.
6. Utilize an air filtration and ventilation system or odor mitigation technology (such as activated carbon filtration and electrostatic precipitation or negative ion generation) to appropriately mitigate odors from impacting surrounding uses. The system shall prevent odors generated from the facility from escaping onto neighboring properties, such that the odor cannot be reasonably detected by a person of normal sensitivity at the property line.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 7, 2020**

TITLE:	Sunset Flats - Alternative Fencing Request		
ITEM TYPE:	Motion		
FISCAL IMPACT:	N/A		
APPLICANT:	Susan Palmer		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	COMMUNITY N/A

PUBLIC HEARING:

No

PREPARED BY:

Michael Hadley, Planning

PRESENTED BY:

Sunset Flats

RECOMMENDATION:

BACKGROUND:

This is a proposal to allow a type of vinyl fencing along Bobby Wren Blvd which is a collector road along the south Sunset Flats development.

ITEMS FOR CONSIDERATION:

Alternative Fencing Plan to use reinforced vinyl fencing.

City code states the following along arterial and collector rights of way:

GENERAL FENCING PROVISIONS EMMC 17.60.120 .

R. Collector and Arterial Fencing Standards. It shall be the responsibility of the property owner and/or developer to build and the responsibility of the property owner or HOA to maintain at their own expense a wall or fence consistent with the standards found in this chapter and EMMC 16.35.090 for side and rear property lines along collector and arterial roadways.

1. Residential developments designed with rear or side lot lines abutting an arterial road or collector road right-of-way shall install privacy fencing consistent with the Eagle Mountain collector and

arterial fencing standards found in this title and EMMC 16.35.090 along the rear and/or side lot lines abutting an arterial or collector road. Developer applicants are required to install privacy fencing prior to any building permits being issued in that phase of development. After fencing is installed it shall be maintained in good repair and a consistent manner by the property owner.

3. Residential Arterial and Collector Road Fencing Standards. All arterial and collector road residential fencing shall be built with:

- a. Six-inch by six-inch cedar posts that are crowned and routed on top;
- b. One-inch by four-inch and two-inch by four-inch nailer board on the top and bottom of fence;
- c. Two-inch by four-inch cap board on top;
- d. One-inch by six-inch slats;
- e. One-inch by eight-inch and two-inch by eight-inch nailer board 30 inches below top of fence.

4. Alternative Standards. Residential developers may propose alternative standards for arterial and collector road fencing within their project to be approved by the Eagle Mountain city council. Any alternative standard fencing shall be for a durable quality fence/wall as defined by EMMC 16.35.090. Adopted alternative standards and the neighborhoods to which they apply shall be added to this title.

PRIVACY FENCING 16.35.090

Residential developments designed with rear or side lot lines abutting an arterial road or collector road right-of-way shall install privacy fencing of consistent height (no less than six feet), material and color, and of durable quality along the rear or side lot lines of all lots with a rear or side lot line abutting an arterial or collector road. Developer applicants are required to install privacy fencing prior to any building permits being issued in that phase of development. The city council shall be authorized to require a specific material and color for the fencing in a development agreement.

“Durable quality” shall mean fencing of stone, masonry, decorative concrete, or wood-alternative composite material. Wood fencing (with six-inch by six-inch posts) may be permitted if an HOA enters

into a maintenance agreement to keep the fence in good repair. Vinyl fencing shall not be allowed along rear or side lot lines abutting an arterial or collector road. [Ord. O-06-2017 § 2 (Exh. A); Ord. O-17-2010 § 2 (Exh. A); Ord. O-27-2006 § 2 (Exh. A § 7.9); Ord. O-07-2006 § 2 (Exh. 1 § 7.9); Ord. O-23-2005 § 3 (Exh. 1(2) § 7.9)].

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[05.20.2020 Sunset Flats Bobby Wren Blvd Fence Presentation](#)

[01.02.2018 City Council Minutes - Sunset Flats MDA & MDP](#)

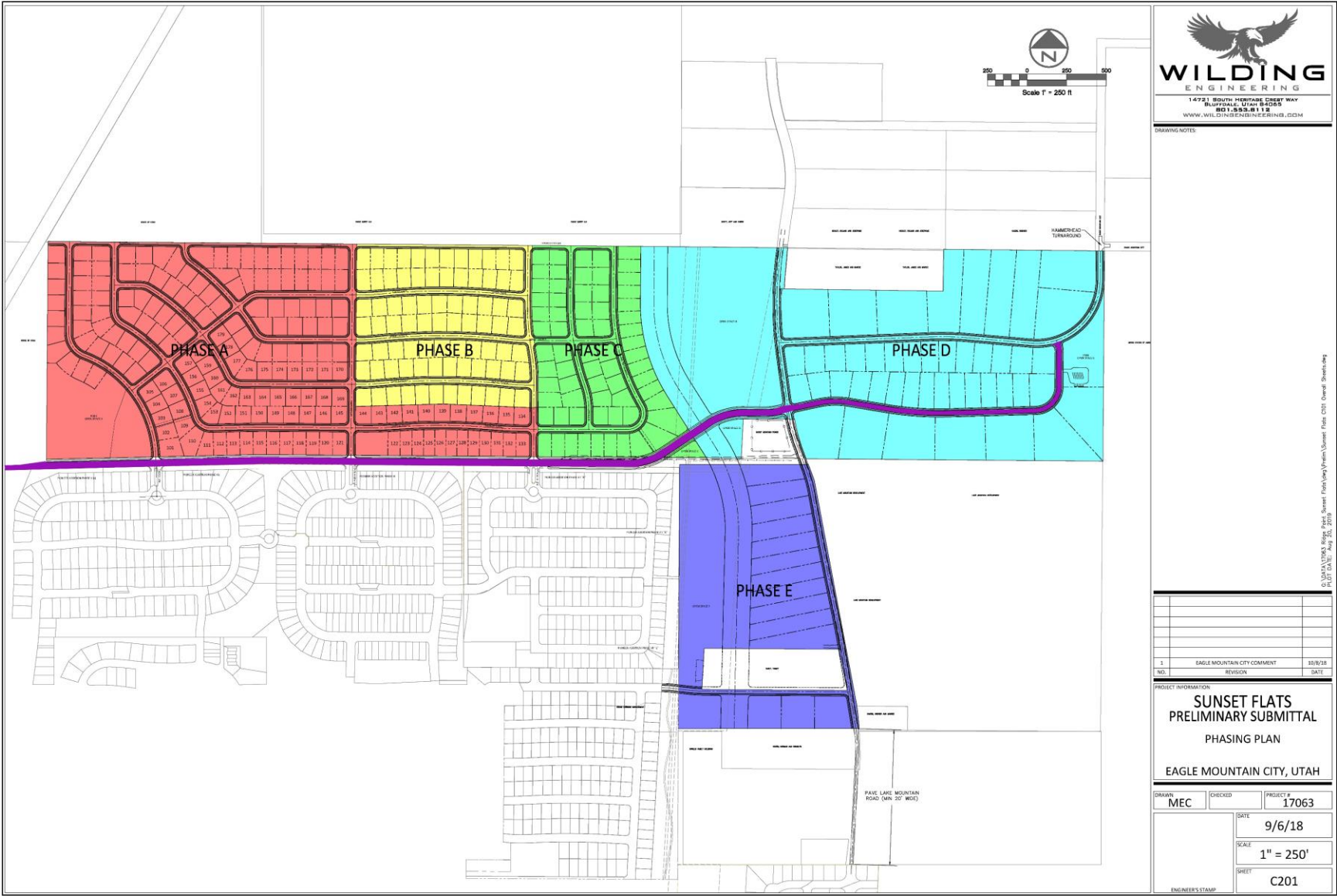


Sunset Flats

RIDGEPOINT MANAGEMENT GROUP

BOBBY WREN BLVD FENCING PROPOSAL

Phasing Map – Bobby Wren Blvd Highlighted in Purple



National Vinyl Products



- Email: info@nvpfence.com
- Call or Text/Fax
T: 435-623-2750
F: 435-623-2751
- Born from the success of the largest Utah vinyl fence company that installed what is believed to be the first vinyl fence in Utah in 1993, NVP began manufacturing its own line of NVP® brand vinyl fence and rail in 2004.
- National Vinyl Products knows vinyl fence. We've been in the shoes of the homeowner, installer, and material distributor. We understand your needs, and with that knowledge, we manufacture a product that will meet and exceed your expectations.
- **Disclaimer:** These are only examples provided in this presentation. The fence on Bobby Wren Blvd. will not necessarily be from this manufacturer.



GUARANTEED.

Our lifetime warranty gives you long term confidence and is transferable.



DURABLE.

Your fence will not peel, rot, blister, rust, flake, corrode or abnormally change colors.



STRONG.

We utilize a proprietary blend of the highest grade of raw materials to create fences that exceed industry durability testing standards.



MAINTENANCE-FREE.

Once installed you never have to stain, paint, or worry about your fence rotting. Ever again.



ECO-FRIENDLY.

Utilizing the latest in technology, we are able to utilize recycled fence material. This lowers our environmental footprint with no impact to durability or quality.



MADE IN THE USA.

We have been manufacturing vinyl in Utah since 2004, which means you get high performance materials backed by a US company.

Examples From National Vinyl Products



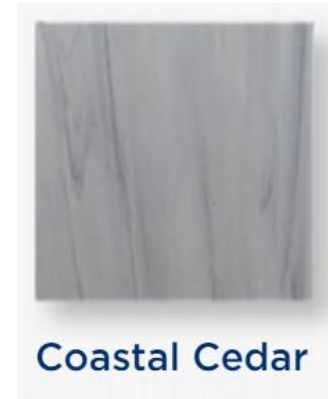
Style:
Solid 6' Privacy, Heavy Duty Vinyl



Color Options:
Driftwood or Coastal Cedar



Driftwood



Coastal Cedar

National Vinyl Products: High-Wind Testing



Introducing our thicker wall posts that can withstand gusts of up to **100 mph**.

If you have customers in high-wind areas, we recommend our new premium .175" wall posts. Your customers will thank you after the next windstorm, and you will thank us with fewer repair problems!

Do you install fences in a high-wind area? In some areas of the country .135" and .150" wall posts will buckle when facing winds upwards of 80-90 mph. NVP has come up with a solution for extreme weather and wind conditions: thicker posts!

Our testing has proven that our thicker posts resist buckling at the ground. For example, in a 100 mph storm, panels may still blow out. However, this will result in a much easier repair job for you. (It's always easier repair panels rather than posts.)

National Vinyl Products: High-Wind Testing



Tips for building fences with higher wind ratings:

1. Order .175" wall posts from NVP.
2. Always use U-channel, screwed to each post with three equally-spaced screws.
3. Install fences on closer post-spacings. Our testing shows that installing on 6' on centers yields 10-15 mph better performance than 8' spacing.

In a high wind, only the panels blewout making your repair job much easier!



Benefits of a thicker .175 wall post:

- Increased wind performance
- Reduced need for steel stiffeners
- Quicker, less costly storm repair
- Greater impact strength
- Stronger gate-support

Our high-wind posts come in white and tan.

Homeland Vinyl Products Inc.



- Email: <http://homelandvinyl.com/contact/>
- Call or Text/Fax
T: (800) 999-6813
F: (205) 854-3677
- Homeland Vinyl Products, Inc. creates a wide range of high quality residential and commercial vinyl products including vinyl fence, vinyl deck, vinyl railing, and specialty products. Our products provide unparalleled longevity and ease of maintenance that your customers will enjoy for years to come. Read more about the advantages of our products and how they can improve your customer's property.
- **Disclaimer:** These are only examples provided in this presentation. The fence on Bobby Wren Blvd. will not necessarily be from this manufacturer.

Product Quality:

Homeland's products are proudly manufactured in the USA to the highest quality standards.

Homeland is a recognized leader in the PVC extrusion industry of fence, deck, and rail.

Homeland stands behind its products and provides a limited lifetime warranty for its fence, rail, and deck products.

Innovation:

Homeland's commitment to the production of new, innovative and proprietary products includes substantial investments in production technology, tooling, and engineering.

Examples From Homeland Vinyl Product, Inc.



Style:

Solid 6' Privacy, Heavy Duty Vinyl

Color Options:

Honey Maple or Chai Gray



Honey Maple - Homewood® -
No Texture (Fence & Rail)

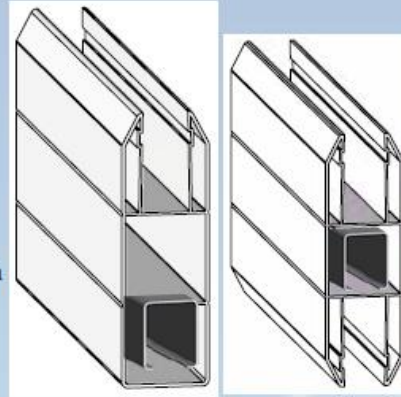


Chai Gray - Homewood® - No
Texture (Fence & Rail)

Proper Insert Placement & Orientation Is Important !

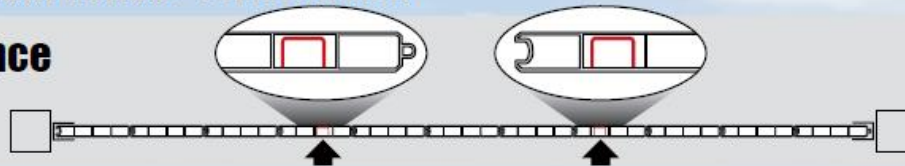
A. 5-1/2", 7" and 8" Nexus or Gorilla Pocket Rail & Mid-Rail

Proper steel insert orientation
shown for bottom rail.
Reverse for top rail.

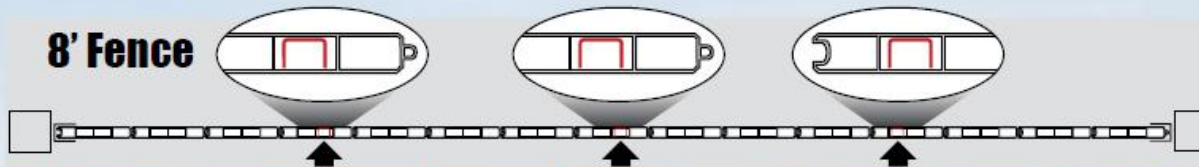


B. Vertical Fence - Top Down View

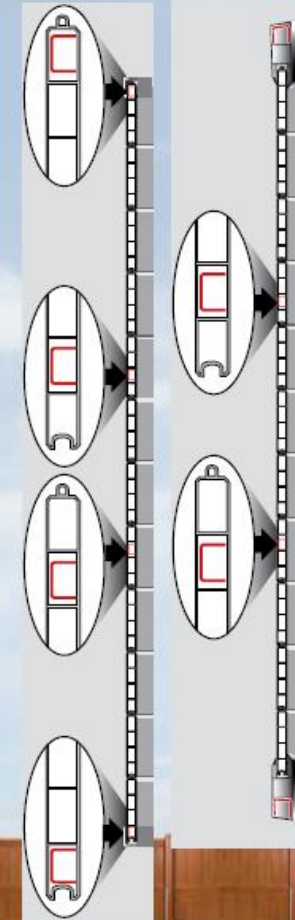
6' Fence



8' Fence



C. Horizontal Fence



Councilmember Curtis asked how this proposed facility would compare to the one proposed by the YMCA. Mr. Pili said this would be smaller, but additional phases could be added later. It would be managed by a third party, not by City staff.

Councilmembers asked if the facility would be large enough to meet the City's needs. Mr. Pili stated it would be too small, but was as much as the City could afford without bonding. City staff would analyze whether the facility would be close enough to the City's needs to be worth building.

Councilmembers were concerned that residents of the adjoining neighborhood wouldn't have the level of amenities as other subdivisions.

Councilmember Burnham was concerned about drainage and other issues often found in small-lot neighborhoods.

2. AGENDA REVIEW – The City Council will review items on the Consent Agenda and Policy Session Agenda.
13. A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Approving the Sunset Flats Master Development Plan.

B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving the Sunset Flats Master Development Agreement.

Planning Manager Mike Hadley stated this item was originally brought before the Council in September, 2017 and was denied. The City Council later approved that the developer could resubmit a plan as extensive changes had been made to the project. Open space under the powerline corridor was removed, as well as a commercial storage area and multifamily homes. The number of lots was reduced from 688 to 384. A debris basin was added to the Trailhead Park and a 7-acre park was added in the southeast corner of the project.

14. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending Chapters 17.80, Sign Regulations and Sign Permits, and 17.25, Side Yard Setbacks, of the Eagle Mountain Municipal Code.

Mr. Hadley explained that this change was requested by the Planning Commission. The proposal was to require a 10' setback on the garage side of each home and a 5' setback on the other side. The change would give each lot a useful amount of space, so a car or an RV could be pulled back from the front yard.

Neighborhood Improvement Officer Diane Liberti stated the amendment to the signage ordinance changed the temporary signage program from a sticker system to an online registration. Ribbons and balloons would be prohibited in public rights-of-way because they leave a lot of debris behind when people don't take them down. Ms. Liberti said a temporary sign could be used as a memorial.

Discussion ensued on prohibiting or limiting memorial ribbons and how to explain that to residents. Ms. Liberti stated ribbons on private property would be allowed. She also reviewed all the ways the public was being educated about signage regulations.

- MOTION:** *Councilmember Gricius moved to appoint Joye Roberts to the Senior Citizen Advisory Council for a term ending December 31, 2021. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.*
- MOTION:** *Councilmember Gricius moved to appoint Karen Scott to the Senior Citizen Advisory Council for a term ending December 31, 2021. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.*
- MOTION:** *Councilmember Curtis moved to appoint Marsha Taylor to the Senior Citizen Advisory Council for a term ending December 31, 2021. Councilmember Gricius seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.*
- MOTION:** *Councilmember Burnham moved to appoint Wanda Magnus to the Senior Citizen Advisory Council for a term ending December 31, 2021. Councilmember Gricius seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.*

City Recorder Fionnuala Kofoed administered the oath of office to all the appointees.

CONSENT AGENDA

10. MINUTES
 - A. December 5, 2017 – Regular City Council Meeting
11. BOND RELEASE – Into Warranty
 - A. Spring Run Phase A Plat 2
12. BOND RELEASES – Out of Warranty
 - A. Skyline Ridge Phase 1B
 - B. Skyline Ridge Phase 1D

- MOTION:** *Councilmember Burnham moved to approve the Consent Agenda. Councilmember Clark seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.*

SCHEDULED ITEMS

PUBLIC HEARING

13. A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Approving the Sunset Flats Master Development Plan.

Mayor Westmoreland opened the public hearing at 7:34 p.m.

Marci Taylor lived right next to the proposed development. She asked why lots were tiered from two acres directly to half an acre, without a one-acre tier. She requested a buffer between her property and the development, to maintain the Taylors' privacy and keep other homes' yards and debris out of their view. She said the development further south of her property looked terrible and wasn't being kept clean, and she didn't want more of that. She also showed pictures of the wash running through her property, which had flooded and damaged homes in the past.

Mayor Westmoreland asked what Ms. Taylor suggested to solve the problem with the wash.

Ms. Taylor responded she wanted the wash kept clear so the water wouldn't be blocked at the lower end.

James Taylor said he wanted the engineers and developers to address the drainage so people could be protected. He appreciated the nicer lots that were developed recently. He said Mayor Giuliani of New York City had a "broken window policy," which said if blighted buildings were repaired, people would improve the surrounding area. He felt developers had been allowed to build unsightly, unsafe developments and asked the Council to approve better-quality developments in the future.

Jody Hooley read an email she sent earlier to City officials. The main points were:

- She wanted lots on Lake Mountain Road to be five acres.
- She wanted more consistent transitions between lot sizes.
- She wanted the washes taken care of to prevent run-off damage to properties.
- She objected to the trailhead park.

The full text of the email is attached to these minutes.

Mayor Westmoreland closed the public hearing at 7:47 p.m.

Planning Manager Mike Hadley said the proposed Sunset Flats Master Development Plan, located on the northeast corner of the intersection of Bobby Wren Boulevard and Pony Express Parkway, included 384 single family lots on 206.65 acres, with a density of 1.89 dwelling units per acre. On September 5, 2017 the City Council reviewed the original Sunset Flats Master Development Plan and denied the application. The applicant revised the plan, removing the multi-family units, substantially reducing the overall number of units, removing the commercial storage component, including a connection to the road serving the high school, and reducing and combining the amount of improved open space.

The applicants also added a debris basin to the trailhead park. Councilmember Gricius asked Mr. Trusty if that would be enough to address the drainage issues. Mr. Trusty said that was the intent, but he would have to look at the property to be sure.

Councilmember Clark asked why the staff report said there were no major or minor channels associated with the project. Mr. Mumford asked Mr. Taylor to point out on the projected wall map exactly where the wash was.

Mr. Trusty said if the wash was collecting local water run-off, that would be part of the property that's owned by the applicant and they would have to address it. Mr. Mumford said it would be addressed with the preliminary plat for the eastern portion of the project.

Councilmember Gricius thanked the applicants for making so many changes to the original plan. She was sure it made the project less lucrative, but it was a great improvement for the City.

Mike Carlson of Wilding Engineering said the applicants were glad to bring the revised plan to the Council. The changes they made were a benefit to the project and would be a benefit to the City. They had discussed the wash and would address the drainage issues.

Councilmember Burnham said this area was a migratory bird habitat and asked how the applicants planned to address that. Mr. Carlson said the revision increased the unimproved open space, including all the area under the powerline corridor.

Councilmember Burnham stated it was difficult for recreational users to determine what land was private and what was public.

Economic Development Manager Aaron Sanborn said the City planned to create maps and signage for the trails and accesses this year.

Mayor Westmoreland addressed Ms. Hooley and Ms. Taylor about lot-size transitions, saying the transition code had been revised, just not in time to affect this development.

Councilmember Clark asked Mr. Carlson if there would be anything such as an HOA or CC&Rs to address upkeep of the properties. Mr. Carlson said no decision had been made, but it would be discussed.

MOTION: *Councilmember Gricius moved to adopt an ordinance of Eagle Mountain City, Utah, approving the Sunset Flats Master Development Plan. Councilmember Clark seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.*

MOTION: *Councilmember Gricius moved to adopt a resolution of Eagle Mountain City, Utah, Approving the Sunset Flats Master Development Agreement, with the condition that the applicants work with staff on drainage and runoff issues. Councilmember Reaves seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Stephanie Gricius and Benjamin Reaves. The motion passed with a unanimous vote.*

PUBLIC HEARING

14. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending Chapters 17.80, Sign Regulations and Sign Permits, and 17.25, Side Yard Setbacks, of the Eagle Mountain Municipal Code.

Mr. Hadley explained the amendment to Chapter 17.25 Side Setbacks, increased the side yard setback to at least ten feet on the garage side of each house. The total setback would remain 15 feet.