EAGLE MOUNTAIN
CITY COUNCIL MEETING

August 4, 2020, 4:00 PM
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

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.

1.A PRESENTATION - Envision Utah Valley Visioning Project

2. CONCEPT PLANS

2.A DISCUSSION - Hoofbeats to Healing (Concept Plan and Rezone)
Hoofbeats to Healing Rezone Map and Concept Plan

2.B DISCUSSION - Rush Creek Development (Concept Plan)
Rush Creek Land Use Concept Plan
Rush Creek Neighborhood Residential 1 Concept Plan

3. AGENDA REVIEW

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

4. ADJOURN TO A CLOSED EXECUTIVE SESSION

The City Council will adjourn into a Closed Executive Session for the purpose of discussing the professional competency of an individual, pursuant to Section 52-4-205(1) of the Utah Code,

Annotated.

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

5. CALL TO ORDER

6. PLEDGE OF ALLEGIANCE

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. BOND RELEASES

10.A Sage Park Phase A, Plat 3 - Into Warranty
Sage Park Phase A, Plat 3 Bond Release Into Warranty Letter
Sage Park Phase A, Plat 3 Plat

11. MINUTES

11.A July 21, 2020 - Regular City Council Meeting
07.21.2020 City Council Minutes - DRAFT

12. RESOLUTIONS

12.A RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Policies and Procedures Manual to Adopt a Remote Work Program.
RES--Policies and Procedures Manual - Remote Work Program
Policies and Procedures Manual - Remote Work Program -- Redlined
Polices and Procedures Manual - Updated Format

12.B RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Cooperative Agreement between the Utah Department of Transportation and Eagle Mountain City for the Placement of Two Engine Brakes Restricted Signs on Wride Memorial Highway.
RES--Cooperative Agreement between UDOT and EMC for Engine Brakes Restricted Signs
Exhibit A: UDOT Agreement for Engine Brakes Restricted Signs

12.C RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement

between Mountainland Association of Governments and Eagle Mountain City to Provide Meal Services for the Senior Center.
RES--Contract Between MAG and EMC for Services Provided by Senior Center
Exhibit A: Contract for Services for Senior Center Meals

12.D RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Agreement between Eagle Mountain City, the City of Saratoga Springs, and Utah County for Substance Misuse Prevention Services and Communities That Care Prevention Model.
RES--Interlocal Agreement between EMC, Saratoga Springs, and Utah County - Communities that Care
Interlocal Agreement - Communities that Care

SCHEDULED ITEMS

13. ORDINANCES

13.A ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Rezoning the Marketplace at Eagle Mountain Town Center Property to a Mix of Commercial Community, MF1, and MF2.

BACKGROUND: *(Presented by Planning Staff)* The proposed Marketplace at Eagle Mountain Town Center project is an applicant-proposed rezone of the property, located on the northwest corner of Pony Express Parkway and Eagle Mountain Boulevard, to a mix of Commercial Community, MF1, and MF2. A public hearing was held on July 21, 2020 and the item was tabled.
Zoning Letter from Property Owner
Legal Description & Zoning Statement (pre-PC mtg)
Master Site Plan / Zoning Map
MVR & EM Properties MDP Map
Future Land Use Map 2-2020
06.09.2020 Planning Commission Minutes - Marketplace at Town Center
18-180 Zoning Exhibit - Updated 7-20-2020
Marketplace at Eagle Mountain Town Center - Updated 7-20-2020
Marketplace at Town Center Presentation
ORD--Marketplace at Town Center Rezone

14. AGREEMENTS

14.A AGREEMENT - Consideration of an Employment Contract for the Position of City Administrator.

BACKGROUND: *(Presented by Mayor Westmoreland)* With the recent announcement of City Administrator Ifo Pili accepting a city manager position in Las Cruses, New Mexico, it is proposed that Paul Jerome will fill the position of City Administrator, vacated by Mr.

Pili. The proposed agreement will take effect upon Mr. Pili's departure.
AGMNT--Eagle Mountain City- Paul Jerome City Administrator Agreement

15. CITY COUNCIL/MAYOR'S BUSINESS

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

16. 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.

17. COMMUNICATION ITEMS

17.A Upcoming Agenda Items

18. 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 31st 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	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **AUGUST 4, 2020**

TITLE:	DISCUSSION - Hoofbeats to Healing (Concept Plan and Rezone)
ITEM TYPE:	Discussion
FISCAL IMPACT:	
APPLICANT:	David Peterson, representing Excel Engineering

GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**
"Rural Density One" and "Parks and Open Space"	Residential	27.37	

PUBLIC HEARING:
No

PREPARED BY:
Pete Kane, Planning

PRESENTED BY:
Pete Kane

RECOMMENDATION:

BACKGROUND:
The applicant is seeking a rezone request from residential to agriculture on about 27.37 acres of land made up for the entirety of parcel 590060047 and a portion of parcel 590060046. A concept plan has been provided for review and feedback to develop the property as an equine-assisted therapy center. Under the current zoning, this type of use would not be permitted, but is a conditional use in the agriculture zone. The property is on the east side of Lake Mountain Road, north of 5000 N. The property has gone through previous rezoning and use considerations. Most recently in July 2018, the City Council approved rezoning of the property from agriculture to residential (under the previous code) with the following conditions:

Minimum lot size of 2.5 acres with the lots to be served by septic systems

- The main powerline corridor shall be preserved as open space for a possible future regional trail
- The applicant shall install raptor nesting boxes on the property, in consultation with Hawk Watch and the Eagle Mountain Kestrel Project
- Each lot shall have a minimum ½ acre building envelope
- A note shall be recorded against the plat stating that there are agricultural uses in the area

Per the concept plan, the existing single-family home on the property will remain. The applicant intends to construct a riding arena (about 44,000 square feet), a stall barn (about 28,500 square feet), a hay barn (about 6,000 square feet), and associated parking. A majority of the land would be used as fenced pasture for the horses.

This will be a work session discussion on the application and Planning Commission review. It will be brought to a public hearing with the City Council on August 18.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

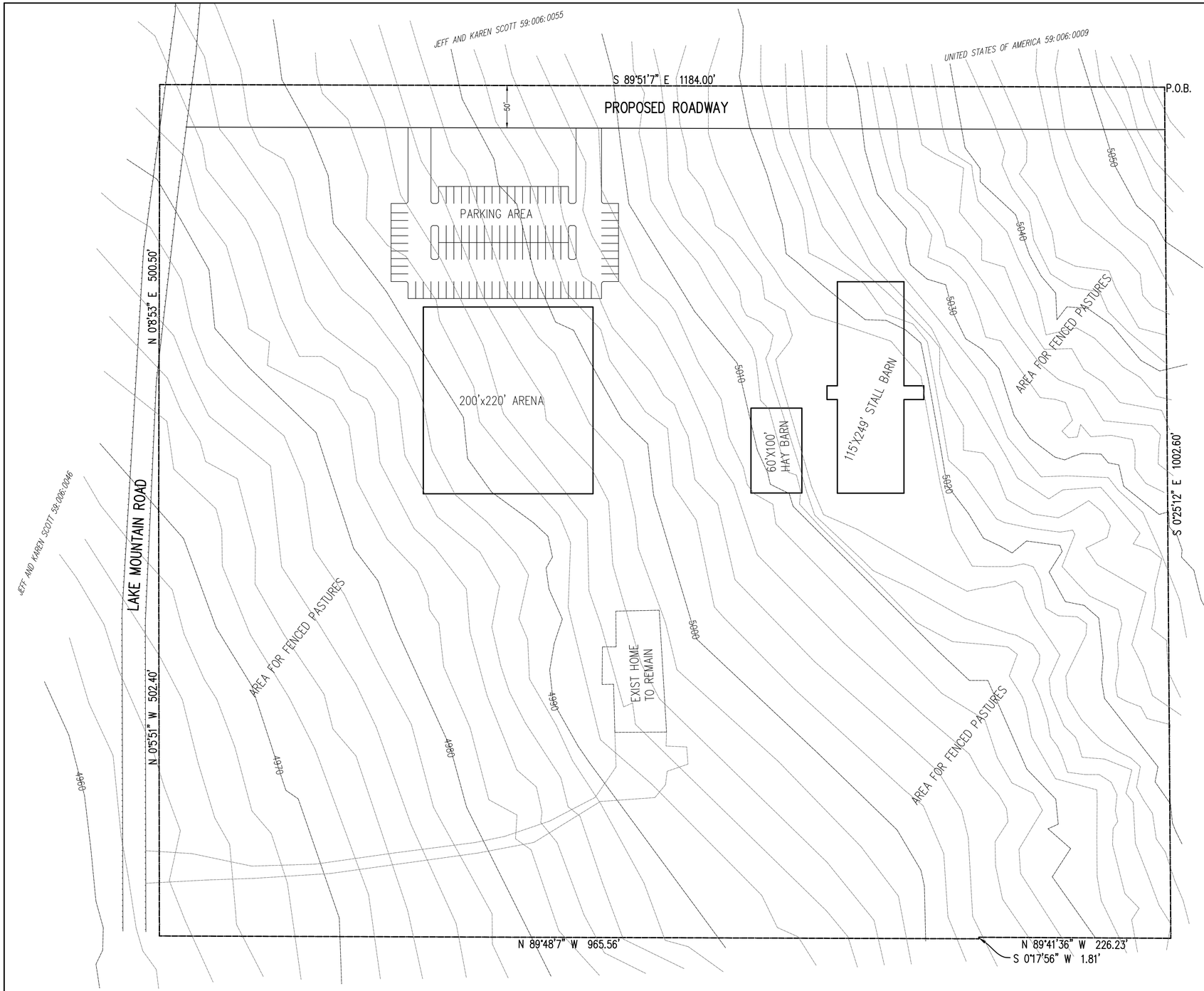
PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission recommends approval of the rezone application to City Council, for the reasons set forth in the staff report and in the meeting, with the following conditions:

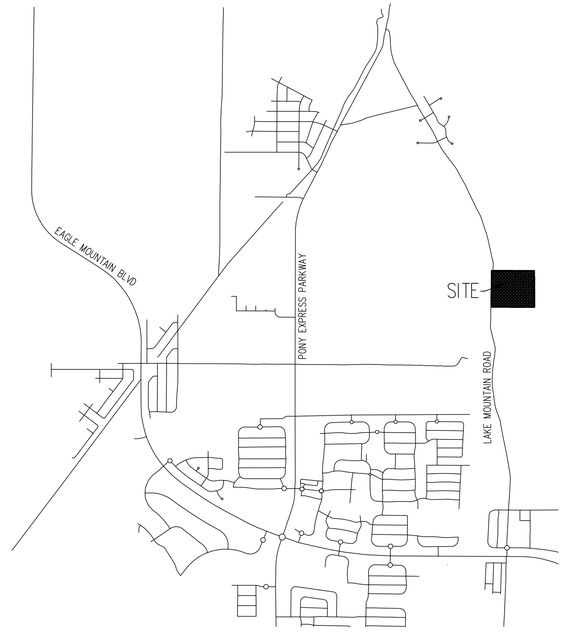
That the area of land within the powerline corridor be preserved as open space for a possible future regional trail; and

1. The applicant shall install raptor nesting boxes on the property, in consultation with Hawk Watch and the Eagle Mountain Kestrel Project. Unanimous vote (5-0)

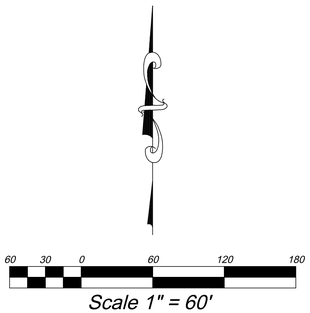
ATTACHMENTS:

Hoofbeats to Healing Rezone Map and Concept Plan





VICINITY MAP



PROPOSED ZONE: AGRICULTURE

ZONE DISTRICT COMPATIBILITY STATEMENT:

THE EXISTING ZONE FOR THIS PROPERTY IS RA2. THIS AGRICULTURAL/RURAL DENSITY ZONE IS INTENDED TO PRESERVE OPEN SPACE, ANIMAL RIGHTS AND A SEMI-RURAL CHARACTER. THE MINIMUM LOT SIZE IS 2.5 ACRES.

THE PROPOSED ZONE FOR THIS PROPERTY IS THE AGRICULTURE ZONE. SINCE THE PROPOSED AGRICULTURE ZONE IS ADJACENT TO A RURAL AGRICULTURAL ZONE, THE ANIMAL RIGHTS AND RURAL USES WILL BE COMPATIBLE.

REZONE LEGAL DESCRIPTION:

COMMENCING AT A POINT LOCATED NORTH 89°51'07" WEST 866.04 FEET FROM THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE S 00°25'12" E, A DISTANCE OF 1,002.60 FEET; THENCE N 89°41'36" W, A DISTANCE OF 226.23 FEET; THENCE S 00°17'56" W, A DISTANCE OF 1.81 FEET; THENCE N 89°48'07" W, A DISTANCE OF 965.56 FEET; THENCE N 00°05'51" W, A DISTANCE OF 502.40 FEET; THENCE N 00°08'53" E, A DISTANCE OF 500.50 FEET; THENCE S 89°51'07" E, A DISTANCE OF 1,184.00 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 1,192,129 SQUARE FEET OR 27.3675 ACRES, MORE OR LESS.

REVISIONS		
Rev.	Date	Description

EXCEL ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com

HOOFBEATS TO HEALING REZONE MAP

EAGLE MOUNTAIN UTAH

Drawn by: D.W.P.	EXISTING CONDITIONS, LAND USE AND CONCEPT PLAN	Scale: 1"=60'
Designed by: D.W.P.		Date: 06/16/20
Checked by: D.W.P.		C1

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **AUGUST 4, 2020**

TITLE:	DISCUSSION - Rush Creek Development (Concept Plan)
ITEM TYPE:	Discussion
FISCAL IMPACT:	
APPLICANT:	Dan Ford, representing Colliers International

GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**
Employment Center/Campus	Residential (old code)	234.14	

PUBLIC HEARING:
No

PREPARED BY:
Pete Kane, Planning

PRESENTED BY:
Pete Kane

RECOMMENDATION:
The City Council is recommended to review the concept plans and discuss the development intentions with the applicant. Any feedback provided by the City Council is non-binding and may be used by the applicant and property owner to guide them in the preparation of subsequent development applications (EMMC 16.15.050).

BACKGROUND:
The subject property includes three parcels of land (parcel 590340009 at 167.5 acres east of Eagle Mountain Blvd, parcel 590340010 at 28.31 acres southwest of Eagle Mountain Blvd, and parcel 590340011 at 38.33 acres west of Eagle Mountain Blvd). The property owner and applicant are looking to receive feedback on their land use concept plan and more-developed concept plan of the eastern portion for the future development of this property. The land use concept plan as outlined would include the following land uses: neighborhood residential 1 (77.95 acres), employment center/campus (40 acres), neighborhood commercial (11.58 acres), mixed use (32.09 acres), business park / industrial (40.78 acres), and UDOT highway (28 acres). The additional concept plan for the "neighborhood residential 1" portion of the property includes approximately 200 quarter-acre lots along with open space areas and pedestrian access routes. The overall density would be 2-3 units/acre.

ITEMS FOR CONSIDERATION:

CONNECTIVITY

The land use concept plan has limited information of potential lots and roadways for the western portion of the subject property, though there are some preliminary ideas demonstrated within the "neighborhood residential one" and "employment center/campus" portions. The concept roadways all have connections with existing or future roadways except for one connection at the center of the southern edge for the residential portion. This roadway is shown as a stub and will lead into the approved commercial storage development project. It'll be important that stub roads are connected to roadways within those areas rather than as terminated stubs or connections into parking lots. Overland Village 6 to the east has a trail connection that leads into the identified "Neighborhood Residential 1" but isn't currently incorporated into these concept plans. The road alignments in the concept plans do not match up with the Future Transportation Map.

FUTURE LAND USE COMPATIBILITY

The General Plan and Future Land Use Map as approved by the City designates all three parcels as "employment center/campus." This future land use is defined as "Focused employment center or college campus (e.g. regional medical center or larger employer with supporting businesses and retail surrounding) that is near future downtown/town center and its amenities. Convenient access to amenities and local/regional transportation networks." Some of the land uses identified within the concept plan meet this future land use designation. The "neighborhood residential 1" area noted in the plan (which would include the zoning districts of R1, R2, and R3) is not a compatible land use with the land use designation. The properties directly to the east and southeast of the subject property, however, have a land use designation of "neighborhood residential 1."

REQUIRED FINDINGS:

There are no required findings for concept plan applications.

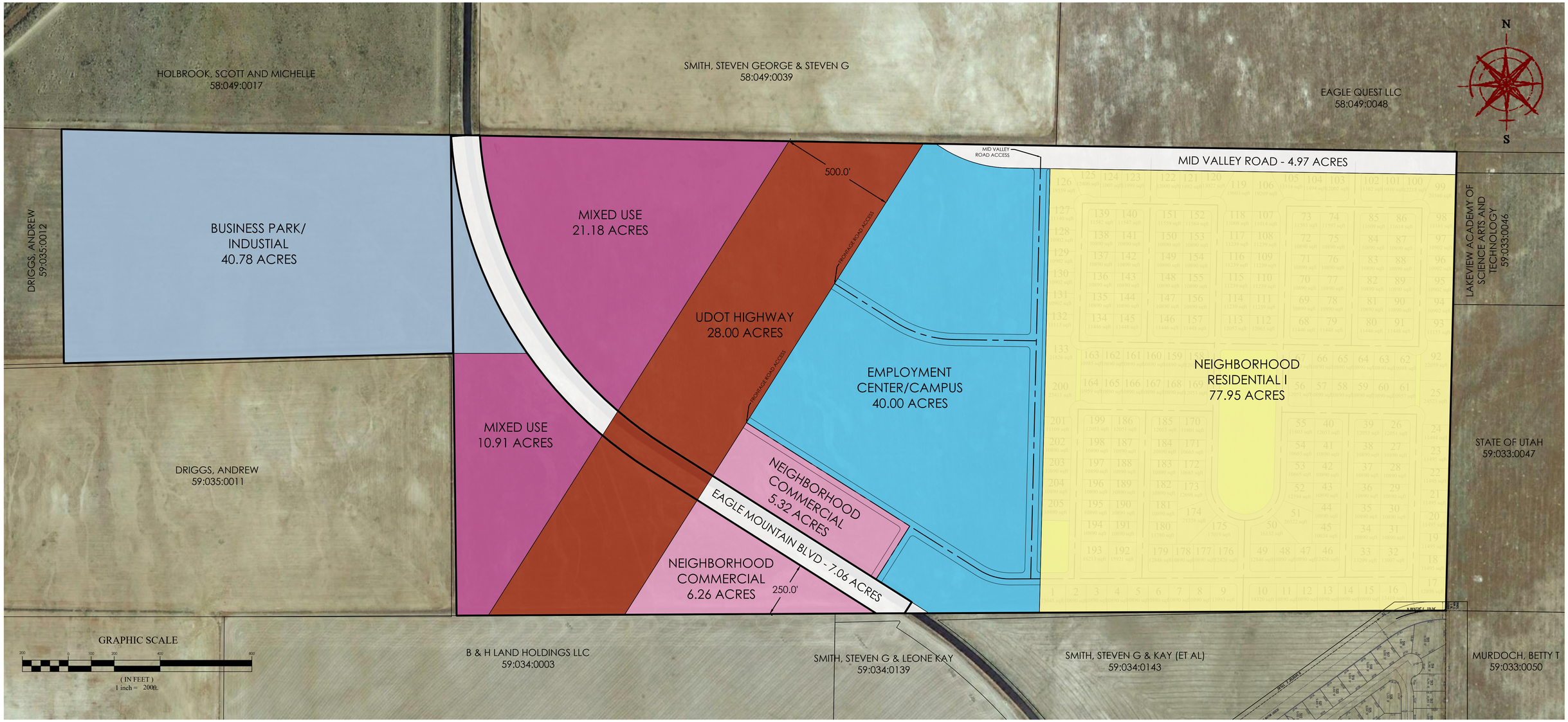
PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission reviewed the concept plans at their meeting on July 28, 2020. At that meeting, the commissioners provided the following feedback:

Concern about allocating a large area to residential that's been identified in the General Plan for an employment center/campus land use
- Discussion about a different residential product type (townhomes, multifamily) where the residential abuts commercial and employment center, rather than single-family dwellings
- Acknowledgement that land use designations in the General Plan that encompass significant land will likely need a mix of uses
- Questions about the road alignments in the plans not matching the city's transportation plan
- Notation that some of the land uses labeled on the concept plans are not land use categories from the General Plan
- Need for proper connection of the planned trail through Overland Village 6 to Cory B Wride Memorial Park
- Concern that "mixed use" was too vague

ATTACHMENTS:

Rush Creek Land Use Concept Plan
Rush Creek Neighborhood Residential 1 Concept Plan



NEIGHBORHOOD RESIDENTIAL I

77.95 acres will be set aside for approximately 200 quarter-acre lots accompanied with open space areas and pedestrian access routes. Density for this area would be 2-3 units/acre. This area will be located near approved residential areas to the south and east of the property and near the Overland community. This proposed land use will be directly adjacent to the future Lakeview Academy of Science, Arts & Technology and located near Frontier Middle School. Access to this neighborhood will be located from Desert Willow Drive and the Mid Valley Road future extension.

EMPLOYMENT CENTER/CAMPUS

40 acres of the total property will be designated as Employment Center/Campus. This use will have excellent circulation and vehicular access due to its adjacency to Eagle Mountain Blvd, the Mid Valley Road future extension, and the future UDOT highway and its associated frontage roads. The area would create jobs for nearby, local, and even non-local residents.

NEIGHBORHOOD COMMERCIAL

11.58 acres of the total property will be set aside for neighborhood commercial uses such as light office, retail, and professional services. This area would be directly adjacent to the Employment Center/Business Park area, the proposed storage commercial area south of the project boundary, the future UDOT highway, and the Neighborhood Residential Area. Given its proximity to the future highway and Eagle Mountain Blvd., this area is ideal as Neighborhood Commercial since it will serve nearby residents and employees.

MIXED USE

32.09 acres will be dedicated as a mixed use area. This area will be more flexible and designed based on commercial and residential market demand. The area will be directly adjacent to the future UDOT highway and feature a mix of neighborhood commercial areas, civic uses, office, retail, and residential areas. This area would help to bolster any residential or commercial needs and provide a variety of residential home products.

BUSINESS PARK/INDUSTRIAL

40.78 acres of the west portion of the property will be used as a Business Park/Industrial area located off of Eagle Mountain Blvd and near the future UDOT highway. Features within this site would be compatible to the surrounding Mixed Use areas and would avoid heavy and higher intensity industrial uses. Similar to the Employment Center/Campus, this area would provide economic opportunities in a low impact environment.

RUSH CREEK land use plan

EAGLE MOUNTAIN CITY, UTAH COUNTY
7/22/2020
20-0224

Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.

FOCUS© ENGINEERING AND SURVEYING, LLC

Z:_2020\20-0224 Rush Creek 80 Acre\design\20-0224 dwg\exhibits\20-0224 Land Use Exhibit.dwg

N

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GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150ft.

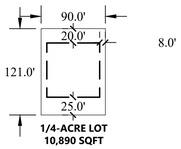
CONCEPT TABULATIONS

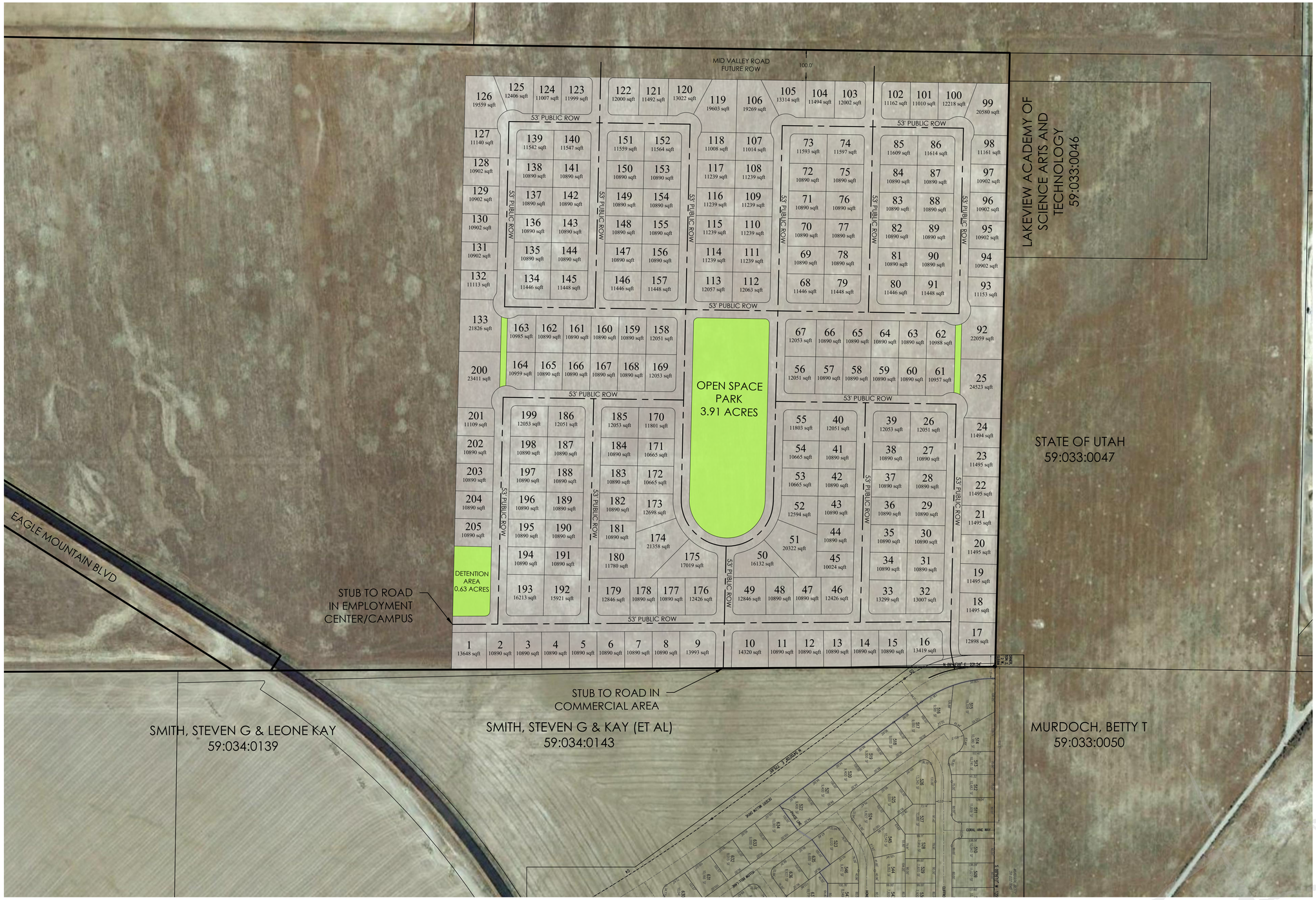
TOTAL ACREAGE	±77.95 ACRES
SINGLE FAMILY LOTS	205
TOTAL DENSITY	2.63 UNITS/ACRE
OPEN SPACE	4.74 ACRES
LOT SIZE AVERAGE	10,890+ SQFT

SUBDIVISION REQUIREMENTS

CUL-DE-SAC RADIUS:	50'
LOCAL ROW WIDTH:	53'
MINOR COLLECTOR WIDTH:	77'
BLOCK LENGTH:	1,000' 1,200' WITH WALKWAY
OPEN SPACE REQ:	900 SQFT PER LOT

TYPICAL LOT LAYOUT





RUSH CREEK concept plan B

EAGLE MOUNTAIN CITY, UTAH COUNTY
7/21/2020
20-0224

Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.

FOCUS ENGINEERING AND SURVEYING, LLC

Z:\...2020\20-0224 Rush Creek 80 Acre\design 20-0224\dwg\concept\20-0224 Concept B.dwg

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

Thursday, July 30, 2020

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

SUBJECT: **Sage Park phase "A" plat 3 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

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Sage Park phase "A" plat 3 Bond
Reduced/Revised

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

1st Bond Release		
Original Bond Amount:	$	489,124.19
Previous Release Amount:	$	-
Amount to Release this Period:	$	336,688.00
Amount Remaining in Bond :	$	152,436.19

Bond Releases Summary		
#1	$	336,688.00
#2	$	-
#3	$	-
#4	$	-
TOTAL	$	336,688.00

7/30/2020

							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	**SWPPP & SITE WORK**										
a	SWPPP	1	0	LS	$3,000.00	$0.00	0	0	100%	$0.00	$0.00
2	**ROADWAY IMPROVEMENTS**										
a	3 inch Surface Course	108442	0	SF	$1.20	$0.00	0	0	100%	$0.00	$0.00
b	6 inch Road base(also behind curb)	138900	0	SF	$0.55	$0.00	0	0	100%	$0.00	$0.00
c	9 inch sub-base(e-fill)(behind curb)	138900	0	SF	$0.75	$0.00	0	0	100%	$0.00	$0.00
d	30" curb & gutter	8221	0	LF	$21.00	$0.00	0	0	100%	$0.00	$0.00
e	8' multiuse path	3484	3484	LF	$36.00	$125,424.00	0	3484	100%	$125,424.00	$125,424.00
f	5' Sidewalk	7064	7064	LF	$26.00	$183,664.00	0	7064	100%	$183,664.00	$183,664.00
g	4" Asphalt (92' R.O.W.)	15830	0	SF	$1.50	$0.00	0	0	100%	$0.00	$0.00
h	8" road base (92' R.O.W.)	19330	0	SF	$0.65	$0.00	0	0	100%	$0.00	$0.00
i	12" road base (92' R.O.W.)	19330	0	SF	$0.90	$0.00	0	0	100%	$0.00	$0.00
j	Stop signs	7	7	EA	$200.00	$1,400.00	0	7	100%	$1,400.00	$1,400.00
k	Street signs	5	5	EA	$200.00	$1,000.00	0	5	100%	$1,000.00	$1,000.00
l	ADA ramps	14	14	EA	$650.00	$9,100.00	0	14	100%	$9,100.00	$9,100.00
m	Remove existing curb	1140	1140	LF	$5.00	$5,700.00	0	1140	100%	$5,700.00	$5,700.00
n	3" crushed rock (Pony Express Trail)	18500	18500	SF	$0.40	$7,400.00	0	18500	100%	$7,400.00	$7,400.00
o	Drive approach for trail	3	3	EA	$1,000.00	$3,000.00	0	3	100%	$3,000.00	$3,000.00
3	**CULINARY WATER**										
a	8" culinary water c-900 w/fittings	3745	0	LF	$28.00	$0.00	0	0	100%	$0.00	$0.00
b	Fire Hydrant	8	0	EA	$4,200.00	$0.00	0	0	100%	$0.00	$0.00
c	8" gate valves w/collars	12	0	EA	$1,400.00	$0.00	0	0	100%	$0.00	$0.00
d	16" culinary water c-900 w/fittings	614	0	LF	$42.00	$0.00	0	0	100%	$0.00	$0.00
e	Connect to existing 16" water line w/valve	1	0	EA	$2,500.00	$0.00	0	0	100%	$0.00	$0.00
f	Connect to existing 8" water line w/valve	3	0	EA	$500.00	$0.00	0	0	100%	$0.00	$0.00
g	3/4 inch water service	60	0	EA	$1,100.00	$0.00	0	0	100%	$0.00	$0.00
h	2" blow off	3	0	EA	$1,000.00	$0.00	0	0	100%	$0.00	$0.00
i	6" blow off	1	0	EA	$2,000.00	$0.00	0	0	100%	$0.00	$0.00
j	2" culinary landscape service	5	0	EA	$2,500.00	$0.00	0	0	100%	$0.00	$0.00
k	Relocate fire hydrant	3	0	EA	$1,000.00	$0.00	0	0	100%	$0.00	$0.00
4	**STORM DRAIN**										
a	15"ADS HP pipe	737	0	LF	$25.00	$0.00	0	0	100%	$0.00	$0.00
b	18" ADS HP pipe	1433	0	LF	$30.00	$0.00	0	0	100%	$0.00	$0.00
c	24" ADS HP pipe	589	0	LF	$38.00	$0.00	0	0	100%	$0.00	$0.00
d	Flared-end section	5	0	EA	$1,000.00	$0.00	0	0	100%	$0.00	$0.00
e	60" dia. Manholes	3	0	EA	$3,000.00	$0.00	0	0	100%	$0.00	$0.00
f	48" dia. Manholes	2	0	EA	$2,500.00	$0.00	0	0	100%	$0.00	$0.00
g	3x6 combo box	6	0	EA	$3,100.00	$0.00	0	0	100%	$0.00	$0.00
h	2x3 Catch Basin	13	0	EA	$2,300.00	$0.00	0	0	100%	$0.00	$0.00
i	Snout type 30r	1	0	EA	$800.00	$0.00	0	0	100%	$0.00	$0.00
j	Snout type 24r	1	0	EA	$600.00	$0.00	0	0	100%	$0.00	$0.00
k	Relocate existing 2x3 catch basin	5	0	EA	$1,000.00	$0.00	0	0	100%	$0.00	$0.00
l	Retention pond	12917	0	CY	$5.00	$0.00	0	0	100%	$0.00	$0.00
5	**SEWER**										
a	8" PVC Sewer pipe	2538	0	LF	$26.00	$0.00	0	0	100%	$0.00	$0.00
b	12" PVC Sewer pipe	594	0	LF	$32.00	$0.00	0	0	100%	$0.00	$0.00
c	48" dia. Manholes	10	0	EA	$2,600.00	$0.00	0	0	100%	$0.00	$0.00
d	60" dia. Manholes	1	0	EA	$2,800.00	$0.00	0	0	100%	$0.00	$0.00
e	4" sewer laterals	60	0	EA	$650.00	$0.00	0	0	100%	$0.00	$0.00
f	Connect to existing manhole	1	0	EA	$1,000.00	$0.00	0	0	100%	$0.00	$0.00
	TOTAL CONSTRUCTION COST					**$336,688.00**					
	Original 10% Bond Coverage					$152,436.19					
									Released this Period	$336,688.00	
	TOTAL BOND AMOUNT:					**$489,124.19**					

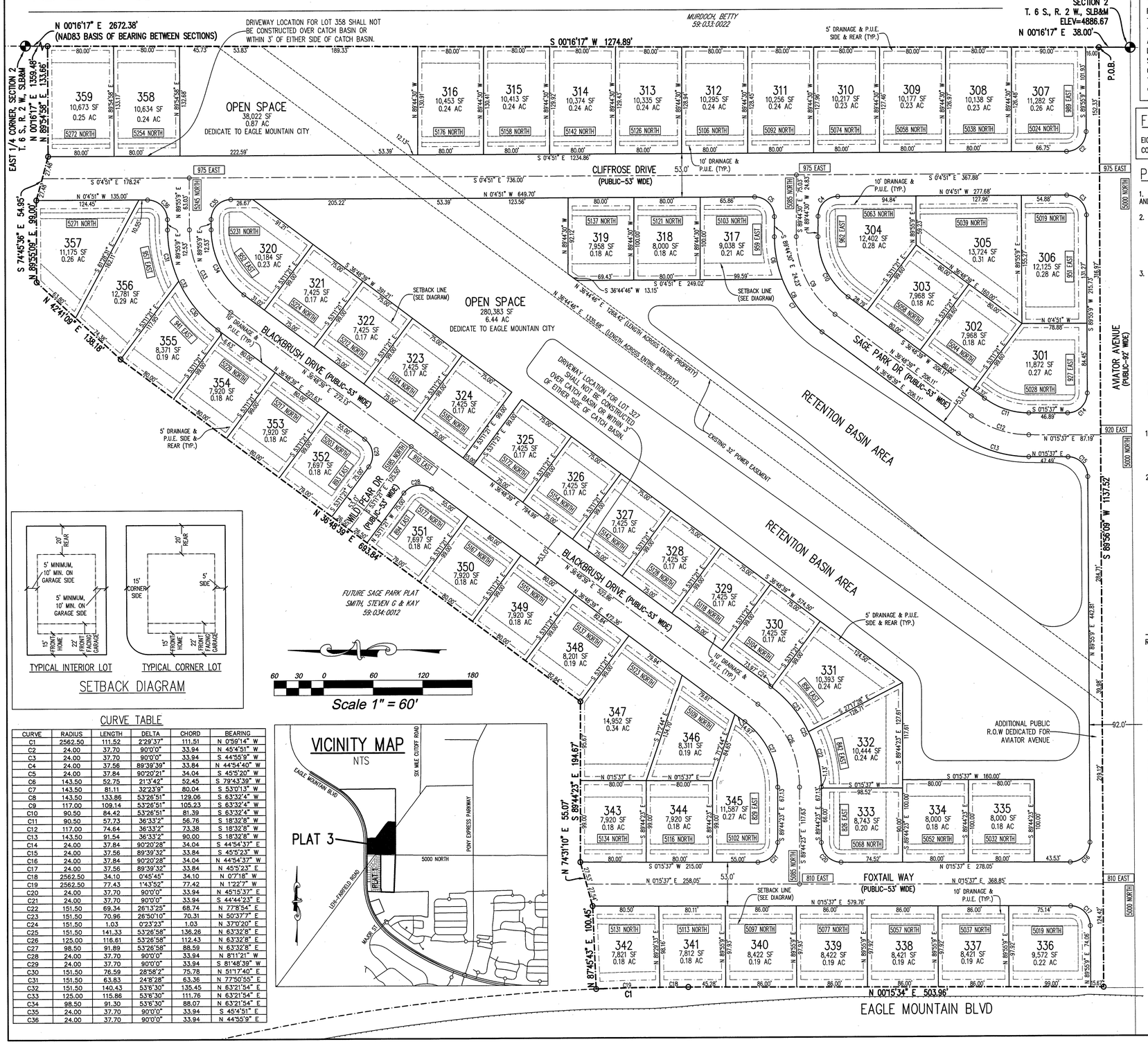
Christopher T. Trusty P.E.
Engineering Director

7/30/20
Date

Robert Ballif
Engineering Tech 1

7/30/2020
Date

SAGE PARK PHASE A - PLAT 3



PHASE A – PLAT 3 CALCULATIONS

TOTAL ACREAGE:	24.67 ACRES
BUILDABLE ACREAGE:	24.67 ACRES
TOTAL ACREAGE IN LOTS:	12.47 ACRES
RIGHT-OF-WAY AREA:	4.89 ACRES
TOTAL OPEN SPACE:	7.31 ACRES
TOTAL IMPROVED OPEN SPACE*:	6.58 ACRES
AVERAGE LOT SIZE:	9,207 SF/0.21 ACRES
LARGEST LOT SIZE:	14,952 SF/0.34 ACRES
SMALLEST LOT SIZE:	7,425 SF/0.17 ACRES
OVERALL DENSITY:	2.39 LOTS/ACRE
TOTAL # OF LOTS:	59 LOTS

*ONLY 75% OF RETENTION BASIN CAN BE COUNTED AS IMPROVED

FIRE NOTE:

EIGHT (8) FIRE HYDRANTS MEET IFC REQUIREMENTS. NO COMBUSTIBLE CONSTRUCTION UNTIL FIRE HYDRANTS ARE IN PLACE.

PLAT NOTES:

1. ALL PUBLIC OPEN SPACE IS DEDICATED TO EAGLE MOUNTAIN CITY AND MAINTAINED BY THE CITY.
2. SETBACKS: FRONT=15'
   DRIVEWAY=22'
   REAR=20'
   CORNER=15'
   SIDE=15' TOTAL (5' MIN. & 10' ON GARAGE SIDE)
3. ALL FRONT-FACING GARAGES MUST BE 22' FROM PROPERTY LINE.

DIRECT COMMUNICATIONS

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.1Tariff.

Maggie Clifford 7/17/19
DIRECT COMMUNICATIONS DATE

ROCKY MOUNTAIN POWER

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-603(4)(c)(ii) 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, or
   (4) Any other provision of law

Del Edwards 7/14/19
ROCKY MOUNTAIN POWER DATE

DOMINION ENERGY

Dominion Energy approves this plat solely for the purposes 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 abrogation or waiver of any other existing rights, obligations, or liabilities provided by law or equity. This approval does not constitute acceptance, approval, or acknowledgement of any terms contained in the plat,including those set forth in the owners dedication and the notes, 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 17 day of July, 2019

Dominion Energy
By
Title Energy Accounting Rep

16692

SURVEYOR: AZTEC ENGINEERING INC.
491 N. 450 W.
OREM, UT. 84057
(801) 224-7308

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND IN LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

July 10, 2019
DATE

AARON D. THOMAS (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°16'17" EAST ALONG SECTION LINE 38.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 89°56'09" WEST ALONG THE NORTHERLY BOUNDARIES OF SAGE PARK PHASE A PLATS 1 & 2 A DISTANCE OF 1137.52 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF EAGLE MOUNTAIN BOULEVARD THE FOLLOWING TWO COURSES AND DISTANCES: 1) NORTH 00°15'34" EAST 503.96 FEET, AND 2) ALONG THE ARC OF A 2562.50 FOOT RADIUS CURVE TO THE LEFT 111.52 FEET THROUGH A CENTRAL ANGLE OF 02°29'37" (CHORD BEARS NORTH 00°59'14" WEST 111.51 FEET); THENCE NORTH 87°45'43" EAST, A DISTANCE OF 100.45 FEET; THENCE NORTH 74°31'10" EAST, A DISTANCE OF 55.07 FEET; THENCE SOUTH 89°44'23" EAST, A DISTANCE OF 194.67 FEET; THENCE NORTH 36°48'39" EAST, A DISTANCE OF 693.84 FEET; THENCE NORTH 42°41'09" EAST, A DISTANCE OF 138.18 FEET; THENCE NORTH 89°55'09" EAST, A DISTANCE OF 99.00 FEET; THENCE SOUTH 74°45'36" EAST, A DISTANCE OF 54.95 FEET; THENCE NORTH 89°54'58" EAST, A DISTANCE OF 133.66 FEET; THENCE SOUTH 00°16'17" WEST ALONG SECTION LINE A DISTANCE OF 1274.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,074,610 SQUARE FEET OR 24.6697 ACRES, MORE OR LESS.

BASIS OF BEARING = UTAH STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE

EAGLE MOUNTAIN CITY PLAT DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah, together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

OWNER(S):
PRINTED NAME OF OWNER

AUTHORIZED SIGNATURE(S)

EAGLE MOUNTAIN DEVELOPER PLAT DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah, together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

OWNER(S):
PRINTED NAME OF OWNER Patterson Construction Inc
James K. Patterson
its: President

AUTHORIZED SIGNATURE(S)

ENT 88723:2019 Map # 16692
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Sep 10 10:57 am FEE 168.00 BY DA
RECORDED FOR EAGLE MOUNTAIN CITY

ACKNOWLEDGMENT

On the 22 day of July, 2019 personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledged to me that the Owners Dedication was executed by them on behalf of the Owners.

MY COMMISSION EXPIRES 7-17-2021
NOTARY PUBLIC SIGNATURE

696013
COMMISSION NUMBER

Kent P. Smith
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT 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 4th DAY OF September, 2019

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED BY ENGINEER (SEE SEAL BELOW)

ATTEST BY CITY RECORDER (SEE SEAL BELOW)

FINAL PLAT 3

SAGE PARK PHASE A

SUBDIVISION

LOCATED IN THE SE CORNER OF SEC 2, TOWNSHIP 6S, RANGE 2W, S.L.B.&M.

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH

SCALE: 1" = 60 FEET

Surveyor's Seal — 7-10-19

Notary Public Seal — KENT P SMITH, NOTARY PUBLIC, STATE OF UTAH, COMMISSION# 696013, COMM. EXP. 07-17-2021

Engineer's Seal — No. 209052, CHRISTOPHER TODD TROSTY, 7-10-19, STATE OF UTAH

Clerk-Recorder Seal — CORPORATE SEAL, EAGLE MOUNTAIN, EST. 1996, STATE OF UTAH

Sec. 2-6-2W TU-038

SETBACK DIAGRAM

60 30 0 60 120 180

Scale 1" = 60'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	2562.50	111.52	2°29'37"	111.51	N 0°59'14" W
C2	24.00	37.70	90°0'0"	33.94	N 45°14'51" W
C3	24.00	37.70	90°0'0"	33.94	S 44°55'9" W
C4	24.00	37.56	89°39'39"	33.84	N 44°54'40" W
C5	24.00	37.84	90°20'21"	34.04	S 45°5'20" W
C6	143.50	52.75	21°3'42"	52.45	S 79°43'39" W
C7	143.50	81.11	32°23'8"	80.04	S 53°01'13" W
C8	143.50	133.86	53°26'51"	129.06	S 63°32'4" W
C9	117.00	109.14	53°26'51"	105.23	S 63°32'4" W
C10	90.50	84.42	53°26'51"	81.39	S 63°32'4" W
C11	90.50	57.73	36°33'2"	56.76	S 18°32'8" W
C12	117.00	74.64	36°33'2"	73.38	S 18°32'8" W
C13	143.50	91.54	36°33'2"	90.00	S 18°32'8" W
C14	24.00	37.84	90°20'28"	34.04	S 44°54'37" E
C15	24.00	37.56	89°39'32"	33.84	S 45°5'23" W
C16	24.00	37.84	90°20'28"	34.04	N 44°54'37" W
C17	24.00	37.56	89°39'32"	33.84	N 45°5'23" E
C18	2562.50	34.10	0°45'45"	34.10	N 0°7'18" W
C19	2562.50	77.43	1°43'52"	77.42	N 1°22'2" W
C20	24.00	37.70	90°0'0"	33.94	N 45°15'37" E
C21	24.00	37.70	90°0'0"	33.94	S 44°44'23" E
C22	151.50	69.34	26°13'25"	68.74	N 77°8'54" E
C23	151.50	70.96	26°50'10"	70.31	N 50°37'7" E
C24	151.50	1.03	0°23'23"	1.03	N 37°0'20" E
C25	151.50	141.33	53°26'58"	136.26	N 63°32'8" E
C26	125.00	116.61	53°26'58"	112.43	N 63°32'8" E
C27	98.50	91.89	53°26'58"	88.59	N 63°32'8" E
C28	24.00	37.70	90°0'0"	33.94	N 81°1'21" W
C29	24.00	37.70	90°0'0"	33.94	S 81°48'39" W
C30	151.50	76.59	28°58'2"	75.78	N 51°17'40" E
C31	151.50	63.83	24°8'28"	63.36	N 77°50'55" E
C32	151.50	140.43	53°6'30"	135.45	N 63°21'54" E
C33	125.00	115.86	53°6'30"	111.76	N 63°21'54" E
C34	98.50	91.30	53°6'30"	88.07	N 63°21'54" E
C35	24.00	37.70	90°0'0"	33.94	S 45°4'51" E
C36	24.00	37.70	90°0'0"	33.94	N 44°55'9" E

VICINITY MAP

NTS

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

July 21, 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; Steve Mumford, Assistant City Administrator/Community Development Director; Pete Kane, Long-Range Planning Manager; Jessa Porter, Planner; Fionnuala Kofoed, City Recorder; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Aaron Sanborn, Economic Development Director; Jeremy Cook, City Attorney; Brad Hickman, Parks and Recreation Director; Zac Hilton, Streets and Storm Drain Manager; Jeff Weber, Fleet and Facilities Operations Director; Linda Peterson, Communications Director; and Angela Valenzuela, Human Resource Manager.

1. CITY ADMINISTRATOR INFORMATION ITEMS

Mayor Westmoreland called the work session to order at 4:05 p.m.

2. AGENDA REVIEW

9. BOND RELEASES

9.A. Evans Ranch Plat F-1 - Out of Warranty

Councilmember Curtis stated the landscaping along Golden Eagle Road has not been completed and verified the landscaping is included in a separate bond.

City Engineer Chris Trusty stated staff was aware of the uncompleted landscaping.

Councilmember Clark verified the sidewalk damage repairs in this area have been completed.

12. ORDINANCES/PUBLIC HEARINGS

12.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Fiscal Year 2020-2021 Budget.

Assistant Administrator/Finance Director Paul Jerome presented the item. The General Fund increases include $35,000 for human resources management software, which will lead to an overall reduction in spending due to automating human resources processes and payroll restructuring. The

original budget included $30,000 for a partial year of the Accela Land Management software; the increase of $20,000 covers the full annual expense and user licenses and represents a timing reallocation of funds rather than an increase in the overall budget resulting in implementation savings.

The Enterprise Fund increases represent transfers from the Impact Fee Funds to the Enterprise Funds in the amount of $3,000,000 for a sewer plant expansion, $4,000,000 for the water/sewer building, and $13,000,000 Central Water Project (CWP) advance water share purchase. The sewer project will be funded through already budgeted impact fees and the budgeted amount includes infrastructure expansion and employee salaries. The City receives a 2.5 percent discount for purchasing two future years' worth of water shares in advance resulting in a $500,000 savings, which is a greater value than the interest the money would earn if retained in the water fund until needed. The CWP water shares are funded through developer advanced water rights purchases.

12.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning the Marketplace at Eagle Mountain Town Center Property to a Mix of Commercial Community, MF1, and MF2.

Assistant Administrator/Community Development Director Steve Mumford presented the item. The proposed project is located on approximately 39 acres at the northwest corner of Pony Express Parkway and Eagle Mountain Boulevard, and the property was zoned Commercial C-2 in the Eagle Mountain Properties Master Development Plan. The original master development agreement and the vesting of specific uses have expired.

The applicant has submitted a rezone request for the Commercial Community, Multifamily 1 (MF1), and Multifamily 2 (MF2) zones. The request considered by the Planning Commission on June 9, 2020 was to rezone the property to Commercial Community and MF2. The applicant has modified the proposal to change approximately 4.4 acres of the multifamily area to MF1. The concept master site plan includes a road connection on Raven Way and reduces the size of the multi-family areas from 11 acres to 9 acres.

Mr. Mumford stated that staff is drafting an open space zone, which may be appropriate for some of the City-owned areas in this project. The City-owned, stormwater retention area has been designed and intended for water runoff retention from the surrounding areas.

City Engineer Chris Trusty stated he understood the land had been dedicated to the City for that purpose prior to his tenure with the City. Mr. Mumford explained the area has always been intended for water retention, rather than park space.

Councilmember Gray expressed concerns regarding the detention area counting as open space, City compensation for providing water retention for the properties, and the ownership and maintenance of the stormwater parcel.

Mr. Mumford expressed favor for allowing the property to be used for water retention and said it will be beneficial to the City, as the area had been designed to retain the water for multiple developments and the City did not expect compensation from the developer. He explained the

developer will not receive open space credit for improvement of the land or compensation from the City for the property.

Councilmember Gray expressed concern that the City was providing a service to the developer without compensation, due to developers usually being responsible to provide water retention for their properties.

City Recorder Fionnuala Kofoed explained the area had been deeded to the City when the Eagle Park subdivision was recorded. Mr. Mumford clarified all of the properties benefitting from the stormwater parcel were originally owned by the same landowner/developer, and the land had been deeded to the City to serve as water retention for all of the original landowner's surrounding properties; thus, no additional compensation was necessary.

Ms. Kofoed explained the developer planned for a commercial development with a grocery store anchor to begin construction in 1998; although the development has been significantly delayed, the intent and purpose for the land, including the drainage, has not changed.

Mr. Mumford resumed his presentation of the item. The General Plan land use designation is Community Commercial, and the requested zones are consistent with this designation. The proposed use is reasonably compatible with adjacent land uses, can be accommodated with public services, will not overburden the City's service capacity, and is not expected to have a significant negative impact on surrounding property values. The traffic generated by the proposed use is within the capabilities of the streets serving the property.

For informational and comparative purposes, Mr. Mumford presented examples of other multi-family communities within the City. Willow Springs contains 300 units on 17.2 acres with a density of 17 units per acre, The Cove at Rock Creek contains 84 units on 6 acres with a density of 14 units per acre, Village at Porter's Crossing contains 94 units on 6 acres with a density of 15 units per acre, Trailhead Townhomes contains 65 units on 5.15 acres with a density of 12.5 units per acre, and Evans Ranch Townhomes contains 110 units on 9.2 acres with a density of 12 units per acre.

During the public hearing at the Planning Commission meeting on June 9, 2020, residents expressed concerns regarding the development of multifamily housing in the area increasing traffic but were in favor of the commercial development. The Planning Commission expressed concerns related to the proposed density of the multifamily area and a desire to connect a road to the neighborhood to the northwest and discussed whether a multifamily area would be feasible for commercial use in the future. The Planning Commission voted 4 to 0 (one Commissioner was absent from the meeting) to recommend approval to the City Council to rezone the entire project to Community Commercial.

Mr. Mumford stated the City Council could make the rezone approval contingent upon the approval of a development agreement including specific density limitations and timing requirements of the development of the anchor grocery store prior to the residential development.

Applicant representative Bill Gaskill stated his willingness to delay the residential development until after the opening of the anchor grocery store. He expressed concern that the approval process will prevent the grocery store from beginning construction as soon as desired and stated he would like to begin the commercial development as soon as possible. He said the originally proposed residential density for the project was 12.2 townhome units per acre with approximately 115 total units. Discussions during the previous meeting caused him to reevaluate the design. He moved the retention pond to improve road connectivity and maximize the developable commercial acreage; however, the area behind the grocery store is not viable for commercial development. He included the maximum density count available in accordance with the density standards allowed per the new residential MF1 and MF2 zones; however, he plans to develop townhomes and not utilize the maximum allowable density.

Councilmember Curtis requested clarification regarding the total desired density and purpose for requesting the MF2 zone, as townhomes are permitted in MF1.

Mr. Gaskill explained the MF1 zone permits up to 10 units per acre and the MF2 zone permits up to 20 units per acre. He estimates a density of 14 to 15 units per acre for the project.

Councilmember Curtis expressed concern regarding allowing high-density housing without knowing specifics regarding unit counts and stated his disfavor for high-density townhome projects.

Mr. Gaskill explained he had not included a site plan due to the residential project being delayed until the construction of the grocery store and the potential need for a redesign due to changes in project needs or design trends. He expressed a willingness to delay the approval of the number of units until site plan approval.

Councilmember Curtis stated his preference to rezone the entire area to Community Commercial with the possibility of rezoning a portion of the property to a residential zone in the future, once the density and site plan are available. This preference is due to the fact that the project has already undergone a 22-year delay, as well as previous issues with other unfinished commercial properties in the City.

Councilmember Burnham requested information regarding the applicant's plan for lot size buffering.

Mr. Gaskill said a masonry fence would be installed between the commercial and residential developments and stated willingness to adhere to City buffering and setback requirements.

Councilmember Burnham discussed the possibility of allowing multifamily residential units in the area as an appropriate use; however, she expressed hesitancy that permitting too much density in the area may increase traffic; mechanisms should be included in the approval to limit density.

Mr. Gaskill expressed willingness to design the site plan following the unit density desired by the Council.

Councilmember Love stated favor for the commercial development, roads, and trails, but expressed reluctance to approve the MF2 zone as she does not feel it is appropriate for the area.

Mr. Gaskill stated he believes the MF2 zone would be appropriate for the area per Municipal Code standards and the Future Land Use Map designations.

Councilmember Clark requested staff assistance to create a legal protection of City interest in allowing mixed residential and commercial areas. She expressed favor to rezone the entire area to Community Commercial to allow the commercial development to move forward and rezone a portion of the property to residential once a site plan is available. She concurred with concerns regarding permitting the residential development to be completed before the commercial, due to previous issues with past developments within the City.

City Attorney Jeremy Cook explained timing requirements that could be included in the development agreement to condition the approval of the residential development upon the completion of the commercial development.

Discussion ensued clarifying traffic patterns and the trail system within the development.

Councilmember Gray expressed concern that the road between the proposed MF1 and MF2 residential developments, connecting Eagle Mountain Boulevard and Pony Express Parkway, will be insufficient to support the commercial development, existing residents, and the maximum allowed density of 130 units on 9 acres.

Mr. Mumford stated that the maximum allowable density is 134 units, and explained the applicant added the road connecting Eagle Mountain Boulevard and Pony Express Parkway due to traffic flow concerns expressed by the Planning Commission. He said he believes the road is planned to be a 53-foot public right-of-way. He explained the traffic redesign addressed concerns regarding increasing through-traffic to existing neighborhoods. His preference is to install the road along the stormwater parcel connecting Raven Way to the road between the MF1 and MF2 residential developments, as long as the multifamily units do not front on or have direct access to the potential roadway.

Discussion ensued regarding traffic safety and parking concerns within the City near multifamily housing, potential solutions to mitigate traffic safety concerns for this project, and the appropriate number of units desired for the project.

Councilmember Clark expressed concern regarding buffering and hesitancy to rezone commercial property to residential based upon current City demographics. She does not want to forfeit future commercial development due to the limited amount of commercial space available in this area of the City.

Councilmember Love verified that traffic concerns are typically addressed during a master site plan approval and did not need to be resolved during the approval of a rezone application.

Councilmember Gray clarified his purpose for noting road connectivity concerns was due to the potential traffic impact of the requested density and stated his preference for condominium/apartment units with augmented open space over townhomes with minimal, unimproved open space used as a buffer. Mr. Mumford stated the Council may request additional open space or specify open space improvement requirements within townhome developments.

Councilmember Burnham stated the adjacent subdivision included a trail and park system that was not completed due to the developer's bankruptcy and suggested the completion of the trail system could be counted towards open space credit for this project.

Councilmember Curtis stated due to residential tier system standards, the City has an abundance 8- and 12-unit townhomes, and a lack of twin home and fourplex units.

Mr. Gaskill stated he is limited by the depth of the property; due to recent market trends, the grocery store will be smaller than expected and will not fully utilize the property depth. He stated he is unaware of an effective manner to commercially develop the rear of the property, due to the shape of the property and limited roadway frontage. He does not have sufficient funds to fully develop the property as commercial and desires to reach a compromise that allows him to develop the entire property. He will be unable to move forward with the commercial development, should the residential rezone be denied.

Councilmember Clark inquired if the property could include both single-family and multifamily zoning with a timing requirement to ensure the completion of the commercial development.

Mr. Gaskill stated his willingness to adhere to a timing requirement for the commercial development or opening of the grocery store, if the agreement was not subject to changes by a future Council. Single-family units would be difficult to develop, due to financial and frontage concerns. He requested the approval of density on the interior of the property and stated the shape and size of the land parcels will not allow for the maximum MF2 density and expressed his willingness to adopt creative solutions to address Council and community concerns.

Councilmember Curtis expressed concern that should the City Council approve the residential rezone, future amendments could negate the existing Council's conditions of approval. He recommended approving a rezone to Community Commercial only, or approving a rezone to commercial and residential uses with a condition that the residential area will be rezoned once the commercial development is completed.

Mr. Cook recommended tabling the item to draft a development agreement that includes the specific criteria and conditions desired by the City Council, such as density limits, road width requirements, and trail connectivity; this is preferable to a timing requirement, which would not address all of the Council's concerns. He stated future amendment requests can be denied, regardless of what is approved at this juncture.

Discussion ensued regarding potential language to include in the development agreement and possible housing types such as mixed-use or cottages.

Councilmember Burnham stated residents in the area want a grocery store and advocated for a compromise to mitigate resident and Council concerns with high-density housing, to permit the project to move forward.

Mr. Mumford presented acreage statistical information regarding other commercial and high-density housing areas for comparison and context to the proposed 29 acres of commercial development for this project; the commercial development in Saratoga Springs south of Crossroads Boulevard and west Redwood Road is 22 acres, the commercial development in Saratoga Springs north of Crossroads Boulevard and west of Redwood Road is 23 acres, and the commercial development in Eagle Mountain north of Pony Express Parkway and east of Porter's Crossing Parkway is 16 acres. He explained this project, due to its location, will not draw as much traffic and patronage as the areas in Saratoga Springs.

12.C. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Designating Certain Areas of the Sweetwater Industrial Park Under the Sweetwater Industrial Overlay Zone.

Mr. Mumford presented the item. The application requests the Sweetwater Industrial Overlay Zone for the majority of the 201-acre property, excluding the portions along Pony Express Parkway and Tiffany Lane. The Sweetwater Industrial Overlay Zone was created in 2015 as an alternative to an applicant-proposed development agreement. The property had been previously zoned Industrial in the Eagle Mountain Properties Master Development Plan; that agreement and the accompanying vesting for specific uses have expired. Most of the property is currently designated as Business Park/Light Industry on the General Plan's Future Land Use Map, except for the northwestern area that is designated Neighborhood Residential. The Sweetwater Industrial Overlay Zone contains a separate land use table. The approval criteria for the overlay include compliance with the General Plan, compatibility, City services, traffic generation, and property value considerations.

During the June 9, 2020, Planning Commission meeting, the Commissioners expressed concerns regarding the area of the proposed overlay, permitted and conditional uses within the overlay, the desire to rezone the area to the Light Manufacturing/Distribution (LMD) Zone, the applicant's plan for commercial use on the north end of the project, the sunset clause on the rezone of the overlay, the need to amend the overlay zone, and the desire to encourage businesses to develop in this area of the City. Mr. Mumford explained the LMD Zone was approved in June. The Planning Commission recommended approval with a vote of 4 to 0 (a Commissioner was absent from the meeting) of the Sweetwater Industrial Overly Zone on lot 1, lot 2, the 32.32-acre development area, the 10.28-acre development area, and the 2.67-acre development area.

Mr. Mumford expressed concern regarding the possibility to rezone the property to the LMD Zone because the desired use for the property is currently a prohibited use in the LMD Zone until standards are created; as a result, an LMD rezone for the property will delay development. He suggested options to rezone the application that will permit the project to move forward without additional delays and verified staff recommendations for the City Council to approve the Sweetwater Industrial Zone overlay for Lot 1 of the project.

Councilmember Curtis inquired if the City Council could rezone the property to the LMD Zone and approve satellite communications as a permitted use.

Mr. Cook recommended granting the overlay zone for Lot 1 and approving the LMD rezone for the remainder of the property at a future meeting, after Municipal Code standards have been updated to include the zone, if amenable to the applicant. Mr. Cook expressed concern regarding approving a zone not requested in an application due to public notification requirements and potential resident concerns.

Councilmember Love expressed concerns regarding aesthetics of metal buildings and advocated for higher industrial design standards than those allowed in the Sweetwater Industrial Overlay Zone.

Councilmember Curtis concurred with Councilmember Love regarding the reduced standards permitted in the Sweetwater Industrial Overlay Zone. He asked what the zone designation of the remainder of the property would be, should the Council only approve the overlay for Lot 1. Mr. Cook stated the City could determine to rezone the property to the LMD Zone at a future meeting; the master development plan with zoning has expired.

Mr. Mumford noted the options presented by the Councilmembers have not been discussed with the applicant, who has not had the opportunity to review the newly created LMD Zone.

Applicant representative Scot Hazard stated as the LMD Zone is not currently available on the City website, he has been unable to review the permitted uses to determine if the zone would meet his needs or be desirable. He said the property is located next to a sewer treatment plant that is unlikely to be relocated or attract higher standard uses due to the accompanying odors. He explained the request for the Sweetwater Industrial Overlay Zone is due to the desire for the reduced standards and increasing those standards to prohibit metal buildings would be cost preventative for the project. He stated LBiSat has a sensitive timeline due to contractual deadlines and a delay in approval could cancel the project. From a developer's viewpoint, unclear uses and standards place impediments to City development, and the area is not likely to attract high-end users. He stated his willingness to condition the rezone to the site plan approval.

Discussion ensued regarding desired design standards and aesthetics of metal buildings.

Mr. Hazard noted that City standards permit metal outbuildings in residential areas and expressed confusion that similar structures may be prohibited in industrial areas.

Councilmember Love clarified she does not have concerns regarding the elevations for LBiSat, but is concerned the area may attracting only metal building developments.

Councilmember Curtis clarified he approves of the Sweetwater Industrial Overlay Zone for this project; however, he has concerns regarding approving the overlay for the entire area.

Mr. Hazard stated he desires zoning with reduced standards for all of the property, except the areas fronting along major roadways; these areas will provide buffering and screening for the interior industrial uses.

12.D. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 16.50 Lot Line Adjustments and Chapter 16.55 Plat Amendments.

Mr. Mumford presented the item and explained the minor amendments to Municipal Code include a requirement to provide a Mylar and permit staff to approve minor lot line adjustments to simplify the process and save time. He stated the requirement will only slightly increase the cost to applicants while being of great benefit to staff and the City.

13. MOTION

13.A. MASTER SITE PLAN AND PRELIMINARY PLAT – Sweetwater Industrial Park

Mr. Mumford stated this item is the master site plan and preliminary plat for the Sweetwater Industrial Park project presented with the overlay rezone request. He explained that Municipal Code allows for an industrial preliminary plat to serve as master site plans and allows staff to approve final plats. The Planning Commission and City Council will still approve the site plans for each lot. The Planning Commission recommended approval 4 to 1 and the nay vote was due to concerns regarding the removal of landscaping medians along the major roadways.

Councilmember Curtis inquired regarding potential ramifications should the City Council approve the master site plan and deny the Sweetwater Industrial Overlay rezone. Mr. Cook clarified the master site plan is not contingent upon the rezone.

Councilmember Gray stated less-desirable uses, discussed during the rezone application, vary from one person to another. Discussion ensued regarding less-desirable uses.

Councilmember Curtis reiterated his concerns regarding the Sweetwater Industrial Overlay Zone.

14. MOTION

14.A. SITE PLAN – LBISat

Mr. Mumford presented the item for a proposed satellite communication facility located on 10 acres in the Sweetwater Industrial Park with the intention of being under the Sweetwater Industrial Overlay Zone, which includes communication facilities and towers as a permitted use. The final approval of this site plan is contingent upon the approval of the rezone. The applicant provided revised renderings with the addition of colored banding and windows to address concerns expressed by the Planning Commission and no outdoor storage requiring screening was planned for the site. He explained that the industrial zone includes commercial design standards that are highly encouraged but not required.

The Planning Commission recommended approval to the City Council with the following conditions: the applicant shall submit a lighting plan that complies with the dark sky outdoor lighting standards; the west side and the front of the building shall include more articulation and an increased mixture of materials, the final site plan approval is contingent on the approval of the Sweetwater Industrial Overlay Zone rezone, all signage will require a sign application and permit, and the trash enclosure shall be screened from the public street and designed with the same architectural materials as the building.

Councilmember Gray verified that the chain link fence met standards for industrial areas and inquired if the roads adjacent to the property are considered major roadways that require increased standards.

Mr. Mumford stated the City Council may require other fencing for screening purposes, otherwise chain link without vinyl slats is permitted. The City is installing a collector road along the western frontage; however, industrial areas have reduced fencing standards and the standards cited only apply to residential areas.

Mayor Westmoreland verified the style of fencing requested was due to security concerns.

Discussion ensued regarding fencing standards, proposed fencing standard updates, and fencing requirement variance along major roadways in residential, commercial, and industrial areas.

Mr. Hazard explained the requested chain link fencing with barbed wire is due to security standard requirements and other possible fencing materials to satisfy the security requirements is cost-prohibitive.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. The meeting was adjourned at 6:36 p.m.

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

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; Steve Mumford, Assistant City Administrator/Community Development Director; Pete Kane, Long-Range Planning Manager; Jessa Porter, Planner; Fionnuala Kofoed, City Recorder; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Aaron Sanborn, Economic Development Director; Jeremy Cook, City Attorney; Brad Hickman, Parks and Recreation Director; Zac Hilton, Streets and Storm Drain Manager; Jeff Weber, Fleet and Facilities Operations Director; Linda Peterson, Communications Director; and Angela Valenzuela, Human Resource Manager.

4. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:08 p.m.

5. PLEDGE OF ALLEGIANCE

City Recorder Fionnuala Kofoed led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- Eagle Mountain City will host a free firework display for the public on Friday, July 24, 2020. Fireworks will be launched near Wride Memorial Park. Parking is available at Frontier Middle School, Cedar Valley High School, and Wride Park. Please do not park in brush areas due to wildfire danger or on Pony Express Parkway. Please do not gather outside of vehicles at the park. The display will start at 10:00 p.m. and last for 20 minutes. Fireworks restrictions are in place in many areas of Eagle Mountain City. To access details and the restrictions map, please visit the city website, news section.

- The City offices and library will be closed Friday, July 24, 2020, in observance of the Pioneer Day holiday.

- The annual Eagle Mountain Resident Satisfaction Survey is available until July 31, 2020. Take the survey via the link on the City website, home page banner.

- Congratulations to Sydney Glass, Miss Eagle Mountain 2020; Olivia Huish, Eagle Mountain's Outstanding Teen 2020; and Brenda Van Wagoner, Eagle Mountain Woman of the Year.

- To receive City notifications, including emergency info, news, events, and traffic alerts, sign up at emcity.org/notifyme.

7. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:12 p.m.

Resident Zac Huish requested an alternative exit route and increased connectivity for the Sage Valley neighborhood due to safety concerns during emergencies and road closures. The previous alternate route, Airport Road, is now a private road. He also asked for benches or other seating to be installed at Sage Valley Park.

Councilmember Clark requested that staff research Airport Road becoming a private road, as she believed it had previously been maintained by the City.

Councilmember Gray stated staff and the City Council are aware of the issues concerning Airport Road and remedying concerns is a priority. He suggested a prescriptive easement may apply to Airport Road to permit public access. He expressed appreciation for the use of parks by residents

and requested that Parks and Recreation Director Brad Hickman explore options to fund the installation of benches at Sage Valley Park.

Administrative Assistant/Community Director Steve Mumford stated Airport Road was ranked last during the project idea stage with Mountainland Association of Governments (MAG) and due to the unlikelihood of the project being selected, it had not been included in the next funding selection stage in order to give priority to and increase the likelihood of obtaining funding for the expansion of Pony Express Parkway. The next round of MAG funding will be in a year and a half. The City can explore other funding options to expedite the project if desired.

Discussion ensued regarding funding options and opportunities for Airport Road improvement.

Assistant Administrator/Finance Director Paul Jerome stated the "regionally significant" factor may reduce the likelihood of receiving MAG funding for Airport Road and impact fees may need to be used to partially or fully fund projects like Airport Road and Eagle Mountain Boulevard installations or expansions.

Mayor Westmoreland closed the public comment at 7:23 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Burnham
Councilmember Burnham thanked Mr. Huish for his comments and expressed appreciation for resident participation.

Councilmember Clark
Councilmember Clark expressed appreciation for Mr. Huish and thanked staff for their efforts during challenging circumstances.

Councilmember Love
Councilmember Love encouraged Eagle Mountain residents to follow firework safety guidelines to prevent fires and injury and to follow COVID-19 prevention and safety guidelines.

Councilmember Gray
Councilmember Gray thanked Mr. Huish for his email comments and public statement and expressed his willingness to respond to resident concerns. He congratulated the rodeo pageant participants, past and present, and other award winners and thanked first responders for their efforts to keep residents safe.

Councilmember Curtis
Councilmember Curtis advocated for residents to employ kindness and courtesy in their interactions, even when their opinion or beliefs differ regarding pandemic response and prevention. He stated his appreciation of and desire for unity within the community.

Mayor Westmoreland

Mayor Westmoreland expressed appreciation for the Councilmembers' comments and echoed the desire for residents to treat each other with kindness. He recognized the United Fire Authority (UFA) and the Utah County Sheriff's Office for their involvement and leadership when responding to fires in Eagle Mountain and surrounding areas. He appreciated UFA's ability to authorize air support and to quickly acquire and deploy other resources.

CONSENT AGENDA

9. BOND RELEASES

10. CHANGE ORDERS

10.A. Digital Sign Change Order #1 – Yesco

11. MINUTES

11.A. July 7, 2020 – Appeals Board Meeting

11.B. July 7, 2020 – Regular City Council Meeting

MOTION: ***Councilmember Curtis moved to approve the consent agenda. 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

12. ORDINANCES/PUBLIC HEARINGS

12.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Fiscal Year 2020-2021 Budget.

Mr. Jerome reviewed the details presented during work session.

Councilmember Curtis requested clarification regarding the approval of the human resource software budget amendment.

Mr. Jerome explained when the budget amendment was added to the agenda, he believed the software contract was scheduled for this meeting. He was later informed the contract is still undergoing legal review, which delayed the inclusion of the item on the agenda for this meeting. Where the budget amount and basic terms of the contract are known by the City Council and staff desires to move forward with the project due to the myriad benefits of the software to employees, Mr. Jerome determined to retain the item in the budget amendment. He cited examples of the inclusion of items in the overall budgeting process before the finalization of contracts.

Ms. Kofoed explained the contract would usually not require Council approval since it was under $40,000; however, the item was brought forward because it had not been budgeted. She stated the contract does not need to return to the City Council for approval, but the Council may request to see it, if desired.

Councilmember Curtis inquired regarding the term of the contract. City Attorney Jeremy Cook verified the term of the contract is one year.

Mayor Westmoreland opened the public hearing at 7:42 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 Curtis moved to approve an Ordinance of Eagle Mountain City, Utah, approving the First Amendment to the Fiscal Year 2020-2021 Budget. 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.***

12.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning the Marketplace at Eagle Mountain Town Center Property to a Mix of Commercial Community, MF1, and MF2.

Councilmember Gray suggested reviewing the rezone once a site plan returns to the City Council.

Councilmember Clark recommended approving a rezone to Residential Commercial (RC) and Multifamily 1 (MF1), to reduce density, with a commercial completion requirement prior to residential development. She expressed concern regarding the difficulty in visualizing the density without a site plan.

Councilmember Burnham stated her preference to require a maximum unit number rather than a density limitation to allow some product type flexibility for the developer; however, she was unsure of the desired unit number to require.

Councilmember Love expressed her willingness to support either method to reduce the maximum allowable density and discussed number unit projections per the various zone density standards.

Councilmember Curtis expressed concern regarding requiring a number of units due to the potential for the geographical limitations of the property requiring setback and lot sizing adjustments to achieve the maximum number of permitted units. He advocated for stipulating a unit number and the desired zone designation.

Discussion ensued regarding the preferred zone designation, unit number limitations and product design standards permitted in the multifamily zones, commercial development completion triggers prior to permitting residential development, concerns reducing the density with zoning through limiting the number of units may result in a reduction in open space, concern regarding the high

density allowed in the Multifamily 2 (MF2) Zone, and concern the applicant will maximize the allowable density permitted in the zone designation.

Mr. Cook stated a master development agreement (MDA) is necessary to include a developmental trigger requirement and requested direction to ensure the elements that are desired by the Council are included in the agreement.

The City Council directed staff to include a development trigger requirement, zone designation, maximum number of units, and an expiration date in the MDA. Mr. Cook recommended the inclusion of additional details in the development agreement such as conditioning housing types by location, if desired by the Council.

Councilmember Clark and Burnham recommended making the rezone approval contingent upon an approved MDA. Councilmember Burnham advocated for balancing the responsibility of the Council to ensure amenable terms in the contract with consideration of time constraints in order to move the project forward within the preferred construction window of the anchor grocery store.

Discussion ensued regarding average and maximum zone density allowances in relation to lot size requirements.

Councilmember Gray expressed concerns that the applicant may not be amenable to the terms desired by the Council. Discussion ensued regarding options to balance City and developer needs.

Councilmember Curtis expressed his preference to approve rezone and site plan applications independently.

Councilmember Clark asked if the rezone approval could be contingent upon the approval of the MDA and the site plan. Mr. Cook stated the MDA could include examples of housing substantially similar to the product desired by the Council.

Discussion ensued regarding product types permitted in the zone, desired and undesirable product types, and maximum density allowance.

Councilmember Gray expressed concern regarding the undeveloped land along the northern edge of the property. Councilmember Burnham stated the forty-foot wide buffer had been intended for trail and open space by the original developer. Mr. Mumford clarified the property is City-owned and the City could require the development of the land as part of the open space improvements.

The Councilmembers debated concerns regarding zone designation preferences in relation to maximum density and desired product types, and the potential for density transfer should a portion of the property be sold or donated. Councilmember Burnham recommended including a provision to prohibit density transfers in the MDA.

Applicant representative Bill Gaskill stated his preference to return to Council with a site plan and stated he cannot move forward with the commercial projects until an agreement is reached regarding the residential properties. He expressed his desire to produce a plan amenable to all

parties and concurred a master site plan would be beneficial. He reiterated that the Planning Commission had tabled the master site plan until the City Council approved the rezone application and requested direction on how to best move forward, due to the City Council requesting to see the master site plan before approving the rezone application.

Mayor Westmoreland opened the public hearing at 8:24 p.m. The following public comments were submitted via email and were read during the meeting.

Verle Patterson: "Looking at the Master Site Plan I see a retail/commercial plot east of the Autumn Ridge Subdivision north of PAD "L" Tire store. Between plots 23 and 24 there is a City easement for drainage that runs directly into the proposed parking lots for the said Retail/commercial plot. It was my understanding that this easement was also to be used as an access to the trail system and access to future developments to the east. The Master site plan does not address this access. I am especially concerned because I own the plot directly north of this easement #24."

Mr. Gaskill stated he had been unaware the area was a trail easement until informed by staff. He stated he intended to preserve a storm drain line under the area and expressed his willingness to install a trail on the easement and connect the trail to the trail system. Mayor Westmoreland directed staff to include the trail installation with the master site plan and preliminary plat to be reviewed by the Planning Commission.

Kathy Bitter "The City currently has the parcel listed as Commercial. To hold to an expired MDA is not only wrong, it will cause problems in the future. With many other properties as well. Please respect the City and recognize that the rezone is required, not simply requested. I live in the Eagle Park subdivision, just north of the parcel. While having commercial close to home may be nice, I think having Multi-Family housing, especially of the listed densities, is a bad move. Our homes on Osprey have a field behind them. To develop is expected, but putting in 40 units is too much. Please keep the MF1 portion as single family homes, not high density. The MF2 portion is also too dense for our area. Adding approximately 80 more units in 4 acres, who will be using our streets for travel access, school access, park access, etc. will put a burden on the homes that live on the thoroughfares, like me. I think a gradual shift is warranted, but our homes are .2-.3 acre lots. If the MF1 area is made single family homes, with smaller lots, then the MF2 area, with the divider road is made MF1, with a limit to townhomes, not 3 story condos, it would be a nice shift, provide some residential, and create a buffer to the commercial areas."

Mayor Westmoreland closed the public hearing at 8:30 p.m.

Mr. Gaskill stated his preference to return to the City Council with a site plan rather than agreeing to rezone to a zone that will limit the product type for the development.

Mr. Mumford expressed concern regarding the recommendation for the applicant to return with a site plan prior to the City Council approving the rezone application due to the Planning Commission tabling the master site plan until the City Council approved the rezone application. He asked if the site plan could instead only return to the City Council as a concept plan as a part of the MDA for the rezone approval.

Mr. Cook stated the master development agreement could include an exhibit of the proposed multifamily development; however, a site plan needs to also go to the Planning Commission.

Discussion ensued regarding the approval process timeline, motion approval options, and granted rights with plan approvals.

Mr. Cook recommended tabling the item to allow time to work with the applicant and bring an updated plan back to the City Council. An updated site plan will return to the Planning Commission for review.

Mr. Gaskill reiterated he is unable to move forward on the commercial portion of the project until the residential development issues are resolved and concurred with tabling the item.

Discussion ensued regarding concerns with developers converting commercial development to residential in the past, but only completing the residential portion.

MOTION: ***Councilmember Love moved to table an Ordinance of Eagle Mountain City, Utah, rezoning the Marketplace at Eagle Mountain Town Center property to a mix of Commercial Community, Multifamily 1, and Multifamily 2 until a master development agreement, including an exhibit of a sample site plan of the residential portion of the development, is submitted to the City Council. Councilmember Gray seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.***

12.C. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Designating Certain Areas of the Sweetwater Industrial Park Under the Sweetwater Industrial Overlay Zone.

Mr. Mumford reviewed the details presented during work session.

Councilmember Love verified that approving the Sweetwater Industrial Overlay Zone for Lot 1 only would permit the applicant to move forward with the LBiSat project.

Mr. Mumford explained the desired use for satellite communication towers is an allowed use in the Sweetwater Industrial Overlay Zone and is a special use in the LMD Zone; all special uses are designated as prohibited until use standards are developed and approved. The difficulty in rezoning the entire property to the LMD Zone is that the applicant has not requested the LMD Zone, nor has he been able to review the LMD Zone standards to determine if the zone was appropriate for his needs.

Mr. Cook advocated against rezoning the entire property to the LMD Zone, as the applicant has not had time to review the zone, and said if the Council does not wish to delay the application, the best course forward is to approve the LMD Zone and the Sweetwater Industrial Overlay for Lot 1 and to table the rest of the application. He explained the City Council may approve the master site

plan and preliminary plat prior to the rezone application, as it is still subject to zoning and does not approve any uses.

Mayor Westmoreland opened the public hearing at 8:56 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.

Applicant representative Scot Hazard stated the approval of the Sweetwater Industrial Overlay on Lot 1 is beneficial and will allow the project to move forward. He said the LMD Zone appears to address his needs and requested to discuss it further with staff to ensure the zone allows his desired uses, once the standards are defined, before approving the LMD Zone for the remainder of the property.

Councilmember Curtis expressed his willingness to work with the applicant and to amend the new zone as needed to address the needs of desired uses and to meet City goals.

MOTION: ***Councilmember Curtis moved to approve an Ordinance of Eagle Mountain City, Utah, rezoning Lot 1 of the Sweetwater Industrial Park to Light Manufacturing/Distribution with the Sweetwater Industrial Overlay Zone for the LBiSat project, and to table the rezone for the remainder of the property until the applicant determines if the Light Manufacturing/Distribution Zone is amenable for the remaining property. The motion includes the following conditions:***

1. ***Automobile sales and/or services shall be a permitted use;***
2. ***Convenience stores shall be a permitted use;***
3. ***Electronic data management businesses shall be a permitted use;***
4. ***Laundry and dry-cleaning establishments shall be prohibited;***
5. ***Manufactured homes developments shall be prohibited;***
6. ***Motels and hotels shall be prohibited;***
7. ***Other manufacturing businesses shall be a permitted use; and***
8. ***Restaurants and banks (with drive-through service facilities) shall be prohibited.***

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.

12.D. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 16.50 Lot Line Adjustments and Chapter 16.55 Plat Amendments.

Mayor Westmoreland opened the public hearing at 9:07 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 Gray moved to approve an Ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Chapter 16.50 Lot***

Line Adjustments and Chapter 16.55 Plat Amendments. Councilmember Love seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.

13. MOTION

13.A. MASTER SITE PLAN AND PRELIMINARY PLAT – Sweetwater Industrial Park

Mr. Mumford reviewed the information presented during work session and explained the Future Land Use Map includes the following major roadways that impact this project: Pony Express Parkway, a 122-foot wide minor arterial road, on the east side; the road referred to as Tiffany Lane, a 152-foot wide major arterial road, on the north side; and a 77-foot or 94-foot north-south collector road through the project shown as 1020 East on the site plan. The master site plan indicates a dedication of 76 feet on the north, 61 feet on the east, and 77 feet along the collector road through the project.

The master site plan includes Lot 1 and Lot 2, as well as other development areas separated by roads. A preliminary utility plan has been included with the proposal that includes public utilities, streetlights, and fire hydrant locations. Storm drainpipes are included on the utility plan, and a grading and drainage plan has also been provided. All development areas are accessible from the planned roads, and a parcel is being provided for access to the Miller and Sanderson properties in the southeast corner of the project. A traffic impact study would be difficult to perform at this stage. The City Engineer will require a traffic impact study with each site plan application, where necessary. He explained a traffic study was not required at this time due to the variance in traffic impact depending upon the desired use and a traffic study could be required in the future.

MOTION: ***Councilmember Curtis moved to approve the Sweetwater Industrial Park master site plan and preliminary plat with the following conditions:***

1. ***An appropriate landscaping plan for the park strips throughout the development, including street trees and consistent landscaping, shall be submitted; medians are not required adjacent to the north on Tiffany Lane and the east on Pony Express Parkway; and***
2. ***A master development plan shall not be required (EMMC 16.10.030).***

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. MOTION

14.A. SITE PLAN – LBISat

Mr. Mumford reviewed the item presented during work session.

Applicant Rodger M. Lyman described the appearance and planned layout for the satellite antennas and explained that larger antennas use less power and generate more revenue. The largest antennas

will be approximately nine meters in diameter, are not high off the ground, and will face south to southwest.

Councilmember Love verified the satellite antennas are under the 50-foot maximum structure Sweetwater Industrial Overlay height standard.

Councilmember Clark asked if the satellites will interfere with Ham radios. Mr. Lyman stated the antennas are required to receive Federal Communications Commission (FCC) approval for all communication channel use.

MOTION: ***Councilmember Burnham moved to approve the LBiSat site plan with the following conditions:***

1. ***The applicant shall submit a lighting plan that complies with the dark sky lighting standards (EMMC 17.56);***
2. ***All signage shall require a sign application and permit;***
3. ***The trash enclosure shall be screened for the public street and designed with the same architectural materials as the building; and***
4. ***The building articulation design shall be in accordance with the updated renderings provided to the City Council.***

Councilmember Love 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. CITY COUNCIL/MAYOR'S BUSINESS

None.

16. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Clark

Councilmember Clark stated that approximately 12 people attended the Be Ready Eagle Mountain meeting and discussed fire safety and prevention. She is looking forward to additional upcoming safety and prevention events.

Councilmember Gray

Councilmember Gray said he is working with staff on the Parks Master Plan and park needs. He said the seniors are actively holding lunches and are maintaining communications via email.

Councilmember Curtis

Councilmember Curtis stated the Eagle Mountain Arts Alliance is holding story walks on Wednesdays at Nolen Park from 9:00 a.m. to 8:00 p.m. starting on July 22, 2020 and ending August 12, 2020.

Councilmember Love

Councilmember Love expressed appreciation to the Planning Commission. She said the Youth Council is on a summer break and she looks forward to working with them in the fall.

Councilmember Burnham

Councilmember Burnham said that she and Senior Management Analyst Evan Berrett are working with the Utah Transit Authority and Mountainland Association of Governments on a traffic study consultant selection committee. She said the library expansion is underway.

17. COMMUNICATION ITEMS

17.A. Financial Report

17.B. Upcoming Agenda Items

18. ADJOURNMENT

MOTION: ***Councilmember Gray moved to adjourn the meeting at 9:33 p.m. 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 9:33 p.m.

Approved by the City Council on August 4, 2020.

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Fionnuala B. Kofoed, MMC
City Recorder

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **AUGUST 4, 2020**		
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Policies and Procedures Manual to Adopt a Remote Work Program.		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	N/A		
APPLICANT:	City Staff		
GENERAL PLAN DESIGNATION N/A	**CURRENT ZONE** N/A	**ACREAGE** N/A	**COMMUNITY** N/A

PUBLIC HEARING:
No

PREPARED BY:
Angela Valenzuela, Admin

PRESENTED BY:
Angela Valenzuela

RECOMMENDATION:
Staff recommends the City Council approve a Resolution of Eagle Mountain City, Utah, amending the Policies and Procedures Manual to adopt a Remote Work Program.

BACKGROUND:
The Polices and Procedures Manual has been reformatted to incorporate recent amendments and a copy of the manual is attached for reference. Future amendments will be presented in sections instead of including the entire manual.

Staff began researching a Remote Work Program policy at the start of the COVID-19 pandemic. City employees have been very productive while working from home, and staff would like to create a policy authorizing remote work schedules.

Recently, a poll was completed for 28 local cities regarding their telecommuting practices during the pandemic. Most of these cities have implemented a remote work policy that allows employees, at discretion of the city, to remain working remotely, even after the pandemic. It is believed that this option will increase the productivity and morale of Eagle Mountain City employees.

ITEMS FOR CONSIDERATION:

N/A

REQUIRED FINDINGS:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

RES--Policies and Procedures Manual - Remote Work Program
Policies and Procedures Manual - Remote Work Program -- Redlined
Polices and Procedures Manual - Updated Format

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 4th day of August, 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 4th day of August, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____
Fionnuala B. Kofoed, MMC
City Recorder

Posted to City bulletin boards on _____by _____ .

Exhibit A

3.30 | Demotion

Last Revision: --/--/----

If an employee is demoted, either voluntarily or involuntarily, the Mayor, or designee, may treat the employee's salary according to Section 3.25 | Reclassification, Paragraph C, or reduce the salary to the applicable pay range.

4.05 | Workers' Compensation

Last Revision: --/--/----

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~~ Department) 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. If the injury is something of a serious nature, broken bones, hospitalization, fatality, etc., then the Industrial Commission needs to be notified within 8 hours by the Employer.

E. While on leave because of a bona fide, on-the-job injury or illness, an employee must contact their supervisor, ~~or the~~ Mayor, or designee, 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.

4.10 | Insurance

Last Revision: --/--/----

A. Disability Insurance. The City provides long-term 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.

4.21 | Remote Work Program

Last Revision: --/--/----

A. The Remote Work Program (RWP) is a management tool that may be used to increase productivity and morale of employees, boost efficiency in the use of space, reduce operational costs, lessen the environmental impact of vehicle travel, and accommodate special needs of eligible employees.

B. The City encourages the use of the RWP where it will be a mutual benefit of employees, the City, and the City's stakeholders. The RWP is not an employee benefit intended to be available to all City employees; rather, it is a work option used at the department's discretion, such as flexible work

schedules and alternative work schedules.

C. The RWP allows eligible employees to work from home or from another location for all or part of the workweek.

D. Remote work is not a Citywide benefit or entitlement, and in no way changes the terms and conditions of employment with the City.

E. Remote work is a regular or temporary agreement between employees and the City to work from a non-office location. Either an employee or a supervisor can suggest remote work as a possible work arrangement.

F. Eligibility: To be eligible, employees must meet the following criteria:

1. Probation Period. Successfully complete new hire probation prior to start date of remote work, unless remote work is mandated as part of the job description.
2. Suitability. The employee and supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful remote work employees.
3. Job Responsibilities. The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for remote work.
4. Work History. Employee must have demonstrated the capability to work productively without direct supervision. For example, consistent high performance, excellent attendance, a positive attitude toward assigned work, self-motivation, and no relevant discipline problems in the employee's work history.
5. Recommendation. The employee's immediate supervisor must recommend the employee for eligibility through the Remote Work Application.

G. To be considered for remote work, employees must submit a completed Remote Work Application to Human Resources.

H. If the Remote Work Application is approved, the employee will be required to sign a Remote Work Agreement, which is approved by the Supervisor, Department Head, Human Resources, and the City Administrator, or designee.

I. Remote work may be discontinued at any time at the request of the City or employee.

J. Remote working is a privilege rather than a universal employee benefit or right. The City has the right to offer remote work to an employee and to unilaterally terminate a Remote Work Agreement at any time. Employees do not have a property interest in remote work. In no circumstances are employees entitled to due process related to any City decision on remote work issues, including approvals, denials, or a City decision to discontinue a Remote Work Agreement, and all such decisions are not grievable.

K. The RWP is a voluntary program unless specifically stated as a condition of employment. Employees may decline remote work if the option is presented. The employee may also discontinue the arrangement at any time, unless otherwise specified in the Remote Work Agreement.

L. Remote work may be temporarily suspended due to the City's operational needs.

M. Supervisors should monitor the work environment for any negative effects a remote work assignment may have on the workload or morale of the co-workers of the remote worker, and may need to suspend or terminate the remote work assignment to ensure equal workloads and harmonious relations amongst staff.

4.25 | Investment Account

Last Revision: --/--/----

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.



Eagle Mountain City

2020 Employee Policies and Procedures Manual

Prepared by the Human Resources Department
Last Revision: July 7, 2020.

For questions regarding the content of this manual, please contact the Human Resources Manager at 801-789-6604

EAGLE MOUNTAIN

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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 City employees 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 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

POLICIES & PROCEDURES

1. Equal Employment Opportunity

1.00 | General Policy Last Revision: --/--/----

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.

1.05 | Supervisor Responsibilities Last Revision: --/--/----

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.

1.10 | Employee Responsibilities Last Revision: --/--/----

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.

2. Employment Classifications/Compensation

2.00 | General Policy Last Revision: --/--/----

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.

2.05 | Employment Classifications

Last Revision: 07/07/2020

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 Department.

2.10 | Employment Status

Last Revision: --/--/----

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

2.15 | Workweek/Work Period

Last Revision: --/--/----

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.

2.20 | Workdays

Last Revision: 07/07/2020

A. Office and Clerical: Monday – Friday, 7:30 a.m. to 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.

2.25 | Work Hours

Last Revision: --/--/----

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

2.30 | Attendance

Last Revision: --/--/----

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.

2.35 | Breaks and Lunch Periods

Last Revision: 07/07/2020

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.

2.40 | Compensatory Time Off

Last Revision: --/--/----

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.

2.45 | Overtime Pay/Special Situations Last Revision: 07/07/2020

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 4 or more hours, such employee will:

   1. Receive regular holiday pay, 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.

2.50 | Work Records

Last Revision: 07/07/2020

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 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.

2.55 | After-hour On-call/Call-out

Last Revision: 07/07/2020

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 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.

2.60 | Safe Harbor Provision Last Revision: --/--/----

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.

3. Salary Planning

3.00 | General Policy Last Revision: 07/07/2020

The City is committed to maintaining wage ranges which are competitive with other Wasatch Front cities. 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. 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.

3.05 | New Employees Pay

Last Revision: 07/07/2020

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.

3.10 | Merit Increase

Last Revision: 07/07/2020

Please refer to Section 3.00 | General Policy for information on wage and benefits surveys to ensure competitive pay ranges.

3.15 | Cost of Living Adjustments

Last Revision: 07/07/2020

Please refer to Section 3.00 | General Policy for information on wage and benefits surveys to ensure competitive pay ranges.

3.20 | Promotion

Last Revision: --/--/----

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.

3.25 | Reclassification

Last Revision: 07/07/2020

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, the incumbent is ineligible to receive a salary increase until the salary range increases to incorporate the incumbent's pay rate.

3.30 | Demotion

Last Revision: --/--/----

If an employee is demoted, either voluntarily or involuntarily, the Mayor, or designee, may treat the employee's salary according to Section 3.25 | Reclassification, Paragraph C, or reduce the salary to the applicable pay range.

4. Benefits

4.00 | Benefits

Last Revision: --/--/----

Employees are eligible for employee benefits as described in this section.

4.05 | Workers' Compensation

Last Revision: --/--/----

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 Department) 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. If the injury is something of a serious nature, broken bones, hospitalization, fatality, etc., then the Industrial Commission needs to be notified within 8 hours by the Employer.
E. While on leave because of a bona fide, on-the-job injury or illness, an employee must contact their supervisor, Mayor, or designee, 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.

4.10 | Insurance

Last Revision: --/--/----

A. Disability Insurance. The City provides long-term 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.

4.15 | State and Federal Unemployment

Last Revision: --/--/----

All employees are generally covered by the benefits of State and Federal Unemployment.

4.20 | Continuing Education

Last Revision: --/--/----

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; or
    3. A grade of pass on a pass/fail grading system.

4.21 | Remote Work Program

Last Revision: --/--/----

A. The Remote Work Program (RWP) is a management tool that may be used to increase productivity and morale of employees, boost efficiency in the use of space, reduce operational costs, lessen the environmental impact of vehicle travel, and accommodate special needs of eligible employees.
B. The City encourages the use of the RWP where it will be a mutual benefit of employees, the City, and the City's stakeholders. The RWP is not an employee benefit intended to be available to all City employees; rather, it is a work option used at the department's discretion, such as flexible work schedules and alternative work schedules.
C. The RWP allows eligible employees to work from home or from another location for all or part of the workweek.

D. Remote work is not a Citywide benefit or entitlement, and in no way changes the terms and conditions of employment with the City.

E. Remote work is a regular or temporary agreement between employees and the City to work from a non-office location. Either an employee or a supervisor can suggest remote work as a possible work arrangement.

F. Eligibility: To be eligible, employees must meet the following criteria:

1. Probation Period. Successfully complete new hire probation prior to start date of remote work, unless remote work is mandated as part of the job description.
2. Suitability. The employee and supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful remote work employees.
3. Job Responsibilities. The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for remote work.
4. Work History. Employee must have demonstrated the capability to work productively without direct supervision. For example, consistent high performance, excellent attendance, a positive attitude toward assigned work, self-motivation, and no relevant discipline problems in the employee's work history.
5. Recommendation. The employee's immediate supervisor must recommend the employee for eligibility through the Remote Work Application.

G. To be considered for remote work, employees must submit a completed Remote Work Application to Human Resources.

H. If the Remote Work Application is approved, the employee will be required to sign a Remote Work Agreement, which is approved by the Supervisor, Department Head, Human Resources, and the City Administrator, or designee.

I. Remote work may be discontinued at any time at the request of the City or employee.

J. Remote working is a privilege rather than a universal employee benefit or right. The City has the right to offer remote work to an employee and to unilaterally terminate a Remote Work Agreement at any time. Employees do not have a property interest in remote work. In no circumstances are employees entitled to due process related to any City decision on remote work issues, including approvals, denials, or a City decision to discontinue a Remote Work Agreement, and all such decisions are not grievable.

K. The RWP is a voluntary program unless specifically stated as a condition of employment. Employees may decline remote work if the option is presented. The employee may also discontinue the arrangement at any time, unless otherwise specified in the Remote Work Agreement.

L. Remote work may be temporarily suspended due to the City's operational needs.

M. Supervisors should monitor the work environment for any negative effects a remote work assignment may have on the workload or morale of the co-workers of the remote worker, and may need to suspend or terminate the remote work assignment to ensure equal workloads and harmonious relations amongst staff.

4.25 | Investment Account

Last Revision: --/--/----

The City does not participate with the social security system. 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.

4.30 | Retirement System

Last Revision: --/--/----

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.

5. Employee Code of Personal Conduct

5.00 | Professionalism

Last Revision: --/--/----

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.

5.05 | Privileged Information

Last Revision: --/--/----

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).

5.10 | Confidentiality

Last Revision: --/--/----

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.

5.15 | Gifts and Gratuities

Last Revision: --/--/----

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.

5.20 | Attendance

Last Revision: --/--/----

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 his 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 the appointed times. The City also understands that employees may need to take time off for personal matters, and, therefore, offers PTO leave 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.

5.25 | Appearance

Last Revision: --/--/----

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.

5.30 | Smoking

Last Revision: --/--/----

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.

5.35 | Personal Use of City Equipment and Facilities

Last Revision: 07/07/2020

A. Eagle Mountain City prohibits the use of City IT, computer, and telephone resources for personal for-profit business, religious or political activities, or for personal financial benefit outside of employment. Offensive (i.e. pornographic), harassing, discriminatory, or illegal (i.e. gambling) activities are prohibited. Personal use of software or applications that disrupt or distract the conduct of City business due to volume, timing, or frequency are considered an unacceptable uses of City resources. The

personal use of social networking applications (e.g. Facebook, Twitter, Instagram, and LinkedIn) is not permitted during work time**.**

B. Computers. See Section 23.10 | IT and Computer Security.

C. Personal Use of Printers, Photocopy and Fax Machines. Photocopiers and printers are primarily reserved for City use; however, personal copies and printed materials can be made at a cost of 10 cents per page. Fax machines and scanning devices can be also be used according to the fee schedule approved by the City Council.

D. City Vehicles. Policies regarding municipal vehicles are set forth in Appendix E: Fleet Policies and Procedure Manual.

E. Telephones. Long-distance telephone calls of a personal nature on City-owned telephones are prohibited; local phone calls for personal use are to be made judiciously.

F. Mobile Phones. 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. Personal use of City phones is discouraged; however, the City recognizes some incidental personal use may occur. Personal phone calls should be limited in duration and frequency. Costs associated with applications downloaded to City cell phones are the financial responsibility of the user assigned to the cell phone. Downloaded applications should not be offensive, harassing, discriminatory or illegal (i.e. gambling) in content. Applications with security vulnerabilities should be uninstalled.

G. Non-City Use of Equipment. City equipment may only be used for official purposes, except when rented for personal use. Specific City equipment may be rented after hours, on weekends, and on government holidays for personal use by employees and the public, based upon the fee schedule set by the City Council. Equipment may not be rented for commercial uses. The availability of equipment is subject to the discretion of the department head who is responsible for the equipment. Renters of City equipment must abide by the terms of the rental agreement.

H. City-Issued Credit or Purchasing Card. A City credit or purchasing card may be issued to certain employees to assist in handling City purchases or travel costs. Please refer to Section 5.40 | Credit Cards to learn more about appropriate credit card use.

I. Administrative or Staff Time. Employees should not ask administrative or clerical staff to use City time to work on assignments or perform tasks which are not City-related or are for personal use or gain.

5.40 | Credit Cards Last Revision: 07/07/2020

A. By requesting a City credit card, each applicant acknowledges that they have read and understand Section 5.40 | Credit Cards, in its entirety. These procedures provide information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled monthly and miscellaneous information about the program.

B. To obtain a City credit card, the employee must complete an Eagle Mountain Credit Card Holder Acceptance Agreement (Appendix A). All requests will be processed through the Finance Department with final approval by City Administration. The cardholder's signature on the Acceptance Agreement indicates that the cardholder understands the intent of the program and agrees to adhere to the guidelines established for credit card policies and procedures.

C. Upon receipt of an approved credit card, it is the responsibility of the cardholder to sign the back of the issued card. Applicants are responsible for the security of the card issued and the transactions made with the card. The credit card is issued in the name of the applicant and it will be assumed that any purchases made with the card will have been made by the applicant. The cardholder is the only person entitled to use the card issued. Failure to comply with the guidelines established for the program may result in severe consequences, up to and including termination of employment.

D. Cardholder Responsibility. It is the responsibility of the cardholder to ensure the following. Failure to follow the policy may result in loss of card privileges, repayment of funds, suspension, or termination.

1. Read and understand Section 5.40 | Credit Cards;
2. Sign the Credit Card Holder Acceptance Agreement (Appendix A);
3. Make only authorized purchases as prescribed by the City's Purchasing Policy and approved departmental budget;
4. Retain receipts for all transactions. In the absence of a receipt, a statement must be made and signed by the cardholder explaining the absence of the receipt. This statement must be signed and approved by the employee's department head or City Administration;
5. Reconcile the credit card statement upon its arrival. All reconciliations, statements, and receipts for each transaction are due to the cardholder's department head by the first week of the month following the transaction;
6. Keep the credit card and the corresponding account information secure. Immediately report any lost or stolen credit card and/or account information to the cardholder's department head and the Finance Department; and

7. Report fraudulent charges or any discrepancies in the credit card statement in a timely manner to the cardholder's department head.

E. Treasurer Responsibilities. It is the responsibility of the Treasurer to:
   1. Request and oversee the issuance of new credit cards through the Finance Department and City Administration. The credit limit will be determined at the discretion of the City Administration;
   2. Inform the City Administration when limit change or when cancellations are needed due to personnel changes;
   3. Pay credit cards immediately upon receipt;
   4. Reconcile credit card statements within 15 days of payment due date;
   5. Review the cardholder's reconciliation and transactions for completeness, accuracy, and compliance with the City's policies and procedures;
   6. Address the cardholder about questionable transactions for clarification purposes;
   7. Report any misuses of credit cards immediately to the City Administration; and
   8. Ensure that the Treasurer's Office receives copies of receipts, if sales tax has been paid, to facilitate reimbursement from the State

F. Approved Credit Card Purchases. The following purchases are approved for credit card use by the City:
   1. Business-related uses, subscriptions, seminars, dues, books;
   2. Office supplies, furniture;
   3. Small tools (purchase/rental), electrical, safety and building maintenance supplies;
   4. Vehicle maintenance supplies; and
   5. Certain allowable travel expenditures:
      a. Conference registrations or seminar rooms;
      b. City sponsored group gatherings; and
      c. Hotel rooms.

G. Prohibited Credit Card Purchases. The following purchases are strictly prohibited from being purchased using a City credit card:
   1. Any merchant, product, or service normally considered to be inappropriate use of City funds;
   2. Purchase of items for personal use or consumption;
   3. Purchasing in violation of the Purchasing Policy;
   4. Capital equipment purchases/repair;
   5. Gift cards/certificates;
   6. Alcohol;

7. Fuel for fleet vehicles unless traveling outside of Utah. The City gas card should be used for fuel purchases;
8. Splitting a purchase to remain under purchasing policy limits; and
9. Consultants, including the following:
    a. Architects;
    b. Engineers;
    c. Attorneys and Attorney's fees; and
    d. Medical, including hospital/doctor visits.

H. Built-In Restrictions. Credit limits for credit lines are dependent upon the supplier. If you find over time that these limits are too low to accommodate your monthly requirements, please contact a member of the City Council to review the limit given. The City can block, if necessary, certain suppliers' Merchant Category Codes. Please refer to the Finance Department regarding issues with a possible blocked card.

I. Reconciliation and Payment. The Eagle Mountain Credit Card Program carries City, not individual, liability. Credit card invoices will be paid by the Treasurer as outlined in this section. The cardholder will not be required to pay the monthly statement using personal funds. The program does not impact the cardholder's personal credit rating in any way.
    1. The cardholder is required to obtain and retain all receipts for goods and services purchased when using the credit card. If purchases are made via phone, mail, e-mail or other electronic means, the supplier must include an itemized receipt with the date when the product is shipped. This itemized receipt is the only original documentation specifying whether sales tax has been paid against the purchase.
    2. Each cardholder will receive a statement identifying all transactions made against the card during the previous billing cycle. The statement must be reconciled against the receipts for accuracy. The reconciled statement is to be sent to the cardholder's department head for review and approval. The cardholder's activity may be audited at any time.

J. Disputed Transactions. Disputes on credit cards must be identified in writing to the issuing credit card company within 60 days of the monthly statement date. If a dispute is not identified in writing within 60 days of the monthly statement date, the issue must then be resolved between the City and the supplier. The cardholder is responsible to identify possible disputed or fraudulent transactions on the monthly statement provided to them for reconciliation. If an audit is conducted on the cardholder's account, the cardholder must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, the cardholder is responsible for showing that the error or dispute resolution

process was completed. It is the cardholder's responsibility to immediately notify their Department Head if there is a possible dispute on an issued credit card.

K. Employee Termination. Upon notice of a cardholder terminating his current employment, the cardholder's supervisor is responsible to take possession of the card and any outstanding original receipts. The supervisor should immediately notify the Finance Department to notify the card issuer and close the account.

5.45 | Outside Activities

Last Revision: --/--/----

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; and
E. Except as allowed by policy, not use City-owned equipment or supplies for the outside interest.

5.50 | Political Activity

Last Revision: --/--/----

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.

5.55 | Secondary Employee

Last Revision: --/--/----

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; and
   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.

5.60 | Information Reporting

Last Revision: --/--/----

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.

5.65 | Use of Media/Media Requests Last Revision: --/--/----

A. 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:
   1. Creates a harassing, demeaning, or hostile work environment for any employee;
   2. 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;
   3. Disrupts the smooth and orderly flow of City work;
   4. Discloses non-public information related to the City or its operations;
   5. Discloses non-public information about any person or entity that has contracted with or provided information to the City;
   6. Places in doubt the honesty, reliability, trustworthiness, or sound judgment of the employee;
   7. 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;
   8. 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;
   9. Establishes or suggests that the employee is not making efficient use of the employee's time while the employee is at work; or
   10. Harms the goodwill and reputation of the City among the community at large.

B. 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.

C. 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.

5.70 | Securing City Offices

Last Revision: --/--/----

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.

6. Sexual/Gender Harassment

6.00 | General Policy

Last Revision: --/--/----

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.

6.05 | Prohibited Conduct

Last Revision: --/--/----

A. Any deliberate, unwanted, or unwelcome behavior of a sex/gender-based nature, whether verbal, nonverbal, or physical is prohibited. Two major categories of sexual/gender harassment are quid pro quo and creating a hostile or unwelcome work environment. :

B. Quid Pro Quo, or the granting or conditioning of tangible job benefits for the granting of sexual favors.

C. Creating a hostile or unwelcome work environment can occur through any or all of the following general means.

1. Level One: Sex role stereotyping.
    a. Assignments made or denied solely on the traditional historic perceptions regarding the types of jobs that specific gender may/should perform.
    b. Comments or written material reinforcing traditional historic perceptions regarding gender.
2. Level Two: Gender harassment/discrimination.
    a. Intentional or unintentional behavior/conduct of a visual or verbal nature directed at a specific gender which is demeaning, ridiculing, or derisive.
    b. Creating an environment that demonstrates a demeaning, ridiculing, or derisive attitude toward a specific gender.
3. Level Three: Targeted or individual harassment.
    a. Intentional behavior predicated on gender or expressing sexuality which is directed at a specific group or individual.
    b. Offensive conduct may be verbal, visual, or physical, including unwanted touching of a noncriminal nature.
4. Level Four: Criminal touching.

a. The intentional unwanted touching of the breasts, buttocks, or genitals of another.
b. Forcible sexual abuse.

6.10 | Types of Corrective Action

Last Revision: --/--/----

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. 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. This notification may be:
   1. Verbally, in person.
   2. In writing, signed or unsigned.
   3. 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:
      a. Ask the supervisor for assistance in determining what to say and how to approach the offending employee.
      b. Request the supervisor to accompany the victim when the victim gives the offending employee notice.
      c. Ask the supervisor to give notice to the offending employee, accompanied by the victim.
      d. Ask the supervisor to provide notice to the offending employee alone.

B. Formal Action. 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.
   1. 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.

2. Victims will be allowed a reasonable amount of time during work to prepare formal complaints.
3. Victims 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.
4. All information regarding a formal action shall be held in strict confidence.

6.15 | Disciplinary Action

Last Revision: --/--/----

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.

6.20 | Victim Protection

Last Revision: --/--/----

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.
E. 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.

7. General Safety

7.00 | General Policy Last Revision: --/--/----

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; and
7. Sewers.

7.05 | Proper Use of City Equipment and Tools

Last Revision: 02.04.2020

A. 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.

B. 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.

C. Mobile communication devices shall not be used in situations that constitute an immediate hazard.

8. Alcohol and Drug-free Workplace

8.00 | General Policy

Last Revision: 07/07/2020

The purpose of this policy is to promote a drug free workplace as outlined in the Federal Drug-free Workplace Act of 1988.

8.05 | Employee Responsibilities

Last Revision: --/--/----

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, or designee, 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.

8.10 | Disciplinary Action

Last Revision: 07/07/2020

Because of the serious nature of illegal use or abuse of alcohol, controlled substances, and/or medication, appropriate disciplinary action will be taken, up to and including termination.

9. Drug and Alcohol Testing

9.00 | General Statement

Last Revision: 07/07/2020

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).

9.05 | Drug Testing for CDL and Safety-sensitive Positions

Last Revision: 07/07/2020

A. 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. When conducting any of the above noted tests on CDL or safety-sensitive employees, the City shall provide the employee with the following notice:
   1. The drug and/or alcohol test you are being required to take is required under rules established by the United States Department of Transportation pursuant to the Omnibus Transportation Employees Testing Act of 1991.
   2. If you refuse to submit to the required testing you may be subject to disciplinary action, up to and including termination.

B. Preemployment Testing**.** 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.

C. Reasonable Suspicion Testing. 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.
   1. 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.
   2. 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.
   3. 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.
   4. Reasonable suspicion testing may not be conducted by the same supervisor who makes the reasonable suspicion determination.
   5. Special requirements associated with reasonable suspicion alcohol testing.
      a. 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.

b. 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.

c. 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.

6. 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.
7. 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.

D. Random Testing. 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.

1. Random tests shall be both of the following:
   a. Unannounced; and
   b. Reasonably spread throughout the year.
2. Each employee within a testing pool must have an equal chance of being tested each time a random test is conducted.
3. Random Testing for CDL Drivers.
   a. 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.
   b. Drug tests may be performed at any time the driver is on duty.
4. 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.

a. 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 of the following records and information:
   i. How the random selection pool was assembled.
   ii. The method of selection and notification of drivers.
   iii. The location of collection sites.
   iv. Methods of reporting the test results on each driver.
   v. Summary reports on the consortium's program showing that the consortium tested at the prescribed minimum annual rates for alcohol and/or controlled substances.

E. Post-Accident Testing. 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.

F. Return to Duty Testing. 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.

G. 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.
   1. 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.
   2. Follow-up testing beyond one (1) year shall be based on a need assessment provided by a substance abuse professional.

H. Consequences of Positive Alcohol Test.
   1. 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:
      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 result of less than 0.02 BAC.
   2. 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.

I. Consequences of a Positive Drug/Controlled Substance Test. 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:
   1. The employee undergoes evaluation by a substance abuse professional, and where necessary, rehabilitation.
   2. The substance abuse professional determines that the employee has successfully complied with any required rehabilitation.
   3. The employee undergoes a return-to-duty test with a verified negative test result for controlled substances.

9.10 | Drug Testing Policy for Non-CDL or Non-safety-sensitive Positions

Last Revision: 7/07/2020

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. 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.
   1. The drug and/or alcohol test you are being required to take is required by the policies and procedures of the City.
   2. If you refuse to submit to the required testing you may be subject to disciplinary action, up to and including termination.

B. Preemployment Testing. Applicants with conditional offers from the City are required to submit to drug testing before performance of employment duties.

C. 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.

D. Post-Accident Testing. If an employee incurs an on-the-job injury and requires medical attention, the employee will be required to submit to drug/alcohol testing.

E. Return to Duty Testing. Employees who have tested positive previously are required to test again as a precondition to a return to duty.

F. 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.

G. Testing Procedures.

1. While drug tests for non-CDL or 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 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.

H. Consequences of a Positive Test. 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.

I. General. 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. Failure to cooperate with these detection methods or inspections is grounds for disciplinary action, up to and including termination. Employees may direct any questions regarding this policy to the Human Resource Department.

J. 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.

10. Utah OSHA Requirements

10.00 | General Policy Last Revision: --/--/----

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.

10.05 | Posting UOSHA Notices Last Revision: --/--/----

The City will post all required UOSHA notices in conspicuous places (such as employee bulletin boards or where similar notices are usually posted).

10.10 | Inspection Procedures Last Revision: --/--/----

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.

10.15 | Accident Reporting Procedures

Last Revision: --/--/----

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.

11. Confined Space Entry

11.00 | General Policy

Last Revision: --/--/----

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.

12. Family and Medical Leave Act

12.00 | General Policy

Last Revision: 07/07/2020

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.

12.05 | Eligibility

Last Revision: 07/07/2020

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.

12.10 | Qualifying Leave

Last Revision: 07/07/2020

A. 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.

B. 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.

C. 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.

D. 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.

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).

12.15 | Leave Options

Last Revision: 07/07/2020

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).

12.20 | Notice and Medical Certification Requirements

Last Revision: 07/07/2020

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 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. 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.

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.

12.25 | Benefits and Employment Status

Last Revision: 07/07/2020

~~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).

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 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.

13. Leaves of Absence

13.00 | Absent without Leave

Last Revision: 07/07/2020

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.

13.05 | Paid Time Off Leave

Last Revision: --/--/----

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.

13.10 | Holiday Leave

Last Revision: 07/07/2020

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.

13.15 | Sick Leave

Last Revision: --/--/----

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.

13.20 | Maternity Leave

Last Revision: --/--/----

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.

13.25 | Injury Leave

Last Revision: --/--/----

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.

13.30 | Emergency Leave

Last Revision: --/--/----

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.

13.35 | Military Leave

Last Revision: 07/07/2020

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.

13.40 | Jury Leave

Last Revision: --/--/----

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.

13.45 | Funeral Leave

Last Revision: 07/07/2020

The Mayor, or designee, shall grant a full time employee up to three (3) 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.

13.50 | Administrative Leave with Pay

Last Revision: 07/07/2020

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.

13.55 | Leave without Pay

Last Revision: --/--/----

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.

13.60 | Documentation of Leave Last Revision: --/--/----

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.

14. Grievance Procedures

14.00 | General Policy Last Revision: --/--/----

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:
   1. Name of the employee.
   2. Date the occurrence or action underlying the grievance occurred.
   3. Nature of the grievance.

4. Historical information related to the grievance.
5. Requested resolution.
6. 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:
   1. City Administrator.
   2. Mayor.
   3. Employee Appeal Board.

14.05 | Confidentiality

Last Revision: --/--/----

Generally, records and documents regarding a grievance will be classified as a private document under the Government Records Access Management Act.

14.10 | Filing

Last Revision: --/--/----

No document relating to a grievance shall be placed in the employee's personnel file.

15. Disaster Response Planning

15.00 | General Policy Last Revision: --/--/----

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.

16. Employee Hiring

16.00 | Employment Last Revision: --/--/----

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.

16.05 | Recruitment Last Revision: --/--/----

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.

16.10 | Employment Last Revision: --/--/----

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.

16.15 | Placement

Last Revision: --/--/----

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.

16.20 | Volunteers

Last Revision: --/--/----

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.

17. Disciplinary Action

17.00 | General Policy Last Revision: --/--/----

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.

17.05 | Types of Disciplinary Action

Last Revision: --/--/----

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.

17.10 | Causes for Disciplinary Action

Last Revision: --/--/----

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.

17.15 | Conducting an Investigation

Last Revision: --/--/----

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.

17.20 | Imposing Disciplinary Action

Last Revision: --/--/----

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.

17.25 | Appeal Procedures

Last Revision: --/--/----

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.

18. Termination of Employment

18.00 | Types of Termination Last Revision: --/--/----

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."

18.05 | Required Notice Prior to Termination

Last Revision: --/--/----

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.

18.10 | Termination Procedures

Last Revision: --/--/----

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:
      a. Selection should be based upon the employee's ability to perform the work assignments within the affected department.
      b. Seniority should govern the selection when ability is equal.
      c. Temporary/seasonal and probationary employees should be laid off first.
      d. Full-time and part-time employees should be the last to be laid off, when possible, in inverse order of their length of service.
      e. 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.
      f. The City should carefully explain to the employee what the options are (such as COBRA and retirement plan options).
      g. 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.

18.15 | COBRA

Last Revision: --/--/----

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.

19. Reimbursable Expenses

19.00 | General Policy

Last Revision: --/--/----

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.

19.05 | Training and Conferences

Last Revision: --/--/----

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.

19.10 | Travel Policy

Last Revision: 07/07/2020

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 outside of City offices.

A. 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

B. Definitions.
   1. Local Area Travel: Local travel is defined as being less than one hundred miles one way with no overnight stay required.
   2. Out-of-Area Travel: Any travel by a City employee exceeding 100 miles one way.
   3. Overnight Travel: Any travel requiring or necessitating an overnight stay away from the employee's home.
   4. Out-of-State Travel: Any travel requiring the employee to leave the State of Utah.

C. Guidelines.
   1. 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.
   2. City personnel may attend professional development training as approved by their Department Director and/or the City Administrator or their assigned designee.
   3. 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.
   4. 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.
   5. 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.
   6. 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.

7. Overnight travel and any associated expenditure of funds must be made according to the procedures outlined below:
    a. 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.
    b. 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.
    c. Hotel costs for travel occurring along the Wasatch Front will not be reimbursed unless approved in advance by the City Administrator.
    d. 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.
    e. 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.).
    f. 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. Employees who have been issued a City credit card, may use it to pay for approved travel related meals. Employees must retain all receipts related to such purchases. In the event that the daily total expense for meals is greater than the allowable per diem amount, the difference will be repaid by the traveling employee or reported as taxable wages on the employees W-2.

g. 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.

8. 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.
9. 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.
10. 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.
11. Exact receipts are required for approved expenses. Receipts and mileage must be submitted on a Mileage and Expense Report obtainable from the Finance Department.
12. 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.
13. The City will reimburse City personnel for out-of-pocket expenses for gasoline and other necessary expenses when driving a City vehicle, if approved.
14. 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.
15. Incidental Expenses - Incidental expenses are not considered part of a meal per diem reimbursement and, therefore, substantiation is required. Incidental expenses include ground transportation, parking, and related tips; fax, telephone, internet, or copy charges; and other business-related expenses. Other tips are not reimbursable.
16. Employee expenses paid by other entities – Eagle Mountain City employees that provide services to other entities either formally or informally may represent the interest of those entities as well as Eagle Mountain City while traveling on official Eagle Mountain City business. Where possible, the shared benefit of the employee activities while traveling should be determined and costs of that travel proportionally split between the benefiting entities.

17. If any employee travel-related expenses are paid directly by another entity, those payments must be documented and disclosed to Eagle Mountain City. Any travel-related expenses that are paid by another entity must not be submitted to Eagle Mountain City for reimbursement to the employee. In such circumstances Eagle Mountain City will reimburse the employees for travel related costs and then bill the other entity the proportional share of those travel-related costs, or the other entity will bill Eagle Mountain City for its proportional share of the travel-related costs paid by the other entity.
18. If an employee receives a per diem allowance prior to traveling and is not able to travel, the employee will return those funds to Eagle Mountain City. If upon review of travel expenses inappropriate or fraudulent expenses have been incurred the employee may be subject to disciplinary action including recovery of funds, inability to travel, suspension or termination.

20. Record Keeping

20.00 | General Policy Last Revision: --/--/----

Federal law requires employers to keep detailed data about their employees.

20.05 | Confidentiality Last Revision: --/--/----

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.

20.10 | Personnel Files Requirements Last Revision: --/--/----

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.
1. Verification that the employee worked, full time or part time, for the City during a stated period.
2. A description of the position held.
3. Verification that the employee achieved a given salary range.

20.15 | Other Files Requirements

Last Revision: --/--/----

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 a 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.

20.20 | Maintaining Sexual harassment Complaint Files

Last Revision: --/--/----

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.

20.25 | Medical Information

Last Revision: --/--/----

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).

20.30 | Salary/Wage Requirements

Last Revision: --/--/----

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.

20.35 | Other Requirements

Last Revision: --/--/----

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.

21. Payroll Administration

21.00 | Pay Periods

Last Revision: --/--/----

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.

21.05 | Paydays Last Revision: --/--/----

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.

21.10 | Minimum Wage/Salary Last Revision: --/--/----

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.

21.15 | Pay Deductions Last Revision: --/--/----

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.

22. Website Live Chat Policy

22.00 | General Policy Last Revision: 08/20/2019

A. Definitions.

1. Agent. Any City employee or elected official representing the City through the Live Chat tools on the City website.
2. Chat. 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.
3. Chat Session. 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.
4. Customer. Any individual who initiates a chat session with a City agent.
5. Discrimination. 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.
6. Forwarding. 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.

7. Harass or Harassment. 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.
8. Live Chat. A chat session happening in real-time on the City website via the Live Chat tool.
9. Script. A prepared text to be used in conversation.
10. Transient Communication. Any record with temporary value and serves to convey information of temporary importance. Transient communications are not retained.

B. 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.

22.05 | Personal Information and Payments

Last Revision: 08/20/2019

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.

22.10 | Retention

Last Revision: 08/20/2019

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.

22.15 | Discrimination

Last Revision: 08/20/2019

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.

22.20 | Communication Practices

Last Revision: 08/20/2019

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.

22.25 | Work Hours and Safeguards

Last Revision: 08/20/2019

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.

22.30 | Handling Improper Conversations

Last Revision: 08/20/2019

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. ln 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.

22.35 | Other General Policies

Last Revision: 08/20/2019

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.

22.40 | Penalties

Last Revision: 08/20/2019

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.

23. Fraud Prevention

23.00 | Cash Receipting and Deposits

Last Revision: 07/07/2020

The City intends to establish a uniform control design for all City departments that receive cash. This policy has been developed by the Treasurer with input received from the Finance Department and external auditors, and has been approved by the City Council who ultimately is responsible for the overall design and implementation of organizational controls. Over time, it is expected this policy will be adjusted for changes in systems and organizational structure, at which time the Treasurer will propose changes to the City Council for review and approval.

A. Cash Receipts at Separate Individual Locations.
    1. All funds received are entered into the accounting system at the time of the transaction or if the transaction occurs at a location without access to the accounting system the funds will be logged into a pre-numbered receipt book with enough detail to determine where/who the funds came from, the purpose for receiving the funds, the method of payment; cash, check, credit card etc., and designate the appropriate account. Manual receipts should have three copies: a customer copy, a Treasurer's Office copy, and a location copy.

2. At the end of each day, the person responsible for receiving cash will close out their cash drawer, reconcile the system generated report to the cash in the drawer, place cash, checks and credit card receipts received along with the report in a deposit bag and either deliver it to the Treasurer's Office or place it in a secure (locked) place for deposit or use on the next business day.
3. Void/adjusted transactions. If a transaction needs to be voided or adjusted, it should be done by someone who does not receive cash. If an office does not have enough employees to have adjustments made by a supervisor that doesn't receive cash, two employees will sign off on the adjustment or voided transaction explaining the circumstances causing the adjustment. If the location is using a manual receipt book, all copies of the receipt should be present for any voided receipt. The system should be designed to generate a report of all adjusted/voided transactions to facilitate monitoring of this process.
4. Every effort should be made to ensure large quantities of cash are not on hand at any location overnight. If a location has a large transaction or series of transactions leaving cash on hand over $1,000, the deposit should be made in the same day.
5. When deposits are made with the Treasurer's Office, the employee making the deposit will turn over the funds and watch as it is counted, receive a receipt detailing the amount, date of receipt and the signature of the Treasurer's Office employee who took custody of the funds. This receipt will be returned to the location and kept with the receipt records. Any discrepancy in the funds being deposited and the supporting documentation should occur when custody of the funds changes.
6. A clerk enters the deposit into the accounting system, delivers the deposit to the Treasurer to review and commit the batch, and then delivers the batch to the Finance Director, or designee, who does a final review of the batch and takes funds to the bank.
7. The City will install and maintain surveillance systems in offices receiving funds.
8. Mail will be opened in the presence of two or more employees and any correspondence containing payments will be removed and processed prior to distributing mail to individual persons or departments.

B. Deposits with Treasurer.
1. Treasurer's Office employee (Clerk) will receive funds, count the funds, compare the amount received to the supporting documentation provided and give a receipt to the employee who turned over the funds with the amount received, date and that employees name and signature.
2. An employee from the Treasurer's Office enters the information from the deposit into the Accounting system.

3. At the end of each day, the Treasurer will review the batches from Clerks, match the total to the total receipts in the accounting system, and create a deposit slip (deposit information should be sufficiently detailed to allow a reviewer to trace individual transactions from satellite locations into the deposit and verify that the funds were received by the bank).
4. Copies of deposit slips are maintained and used to reconcile bank statements to the accounting records.
5. Department heads for departments that collect cash should review the revenue recorded into the accounting system with their copy of the deposits to ensure correct recording of cash.

23.10 | IT and Computer Security

Last Revision: 07/07/2020

The City furnishes computers and access to e-mail and Internet for employees' use in conducting City business. The purpose of this policy is to establish basic rules for employees' use of the City's computer system, including the Internet and email.

A. Internet and E-mail Use Policies.
   1. Employees should not expect or assume any privacy regarding the content of email communications. The City reserves the express right to monitor and inspect the activities of the employee while accessing the Internet at any time, including reading and using employee emails. In addition, all software, files, information, communications, and messages (including emails) downloaded or sent via the Internet using City resources are the City's records and property of the City; such records are subject to potential review and disclosure under the public disclosure law of the State of Utah. Even after an email message has been "deleted," it may still be possible to retrieve it.
   2. Internet use must comply with applicable laws and City policies including but not limited to all Federal and State laws, and City policies governing sexual harassment, discrimination, intellectual property protection, privacy, public disclosure, confidentiality, misuse of City resources, information and data security.
   3. Some individuals may find information on the Internet offensive or otherwise objectionable. Individual users must be aware that the City has no control over available information on the Internet and cannot be responsible for the content of information.
   4. Violation of this policy is grounds for disciplinary action, up to and including termination.
B. Prohibited Uses of the Internet. The following is a non-exclusive list of prohibited uses of the Internet and email:

1. Commercial Use. Any form of commercial use of the Internet is prohibited;
2. Solicitation. The purchase or sale of personal items or non-business items through advertising on the Internet is prohibited;
3. Discrimination/Harassment. The use of the Internet to send messages or other content that is harassing, derogatory or unlawfully discriminatory to employees, citizens, vendors or customers is prohibited;
4. Political. The use of the Internet for political purposes is prohibited;
5. Aliases/Anonymous Messages/Misrepresentation. The use of aliases or transmission of anonymous messages is prohibited. Also, the misrepresentation of an employee's job title, job description, or position with the City is prohibited;
6. Social Networking Sites. The accessing and/or creation of social networking sites, such as Facebook, Twitter, Instagram, Blogs and similar sites is prohibited for non-City business purposes;
7. Instant Messaging;
8. Misinformation/Confidential Information. The release of untrue, distorted, or confidential information regarding City business is prohibited;
9. Viewing or Downloading of Non-business-related Information. The accessing, viewing, distribution, downloading, or any other method for retrieving non-City related information is prohibited. This includes, but is not limited to, entertainment sites, pornographic sites, sexually explicit sites, chat rooms and bulletin boards;
10. Unauthorized attempts to access another's network or e-mail account;
11. Display or transmission of sensitive or proprietary information to unauthorized persons or organizations;
12. Spamming email accounts from the City's email services or City machines.

C. Computer System Use Policies. The City's computer system permits employees to perform jobs, share files, and communicate internally and with selected outside individuals and entities in the performance and conduct of City business. Employees are prohibited from gaining unauthorized access to another employee's email messages, or sending messages using another employee's password.
   1. To prevent potential City liability, it is the responsibility of all Internet users to clearly communicate to the recipient when the opinions expressed do not represent those of the City.
   2. The City has the capability and reserves the right to access, review, copy, modify and delete any information transmitted through or stored in its computer system. The City may disclose all such information to any party (inside or outside the City) it deems appropriate and in accordance with applicable law. Accordingly, employees should not use the computer system to send, receive or

store any information they wish to keep private. Employees should treat the computer system like a shared file system–with the expectation that files sent, received or stored anywhere in the system will be available for review by any authorized representative of the City for any purpose, as well as the public if a proper request is made for public records.

3. Good judgment should always be employed in using the City's email and Internet systems. Employee email messages may be read by someone other than the person(s) to whom they were sent. Emails inconsistent with the City's policies are to be avoided. Accordingly, employees should create and send only courteous, professional, and businesslike messages that do not contain objectionable offensive or potentially discriminatory material.
4. Caution should be taken in transmitting confidential information on the computer system. Employees should use due care in addressing email messages to assure messages are not inadvertently sent to the wrong person inside or outside the City. Email creates a written record subject to court rules of discovery and may be used as evidence in claims or legal proceedings. Once sent, email cannot be retracted. Even after deletion at a workstation, email can be retrieved and read.
5. The safety and security of the City's network and resources must always be considered when using the Internet. Any programs from a non-current source (i.e., software that is not purchased in original diskette or CD ROM format) or which involve executable or binary files must not be downloaded or installed without prior permission from an employee's direct supervisor and without being properly scanned for viruses. Employees are not to share or reveal individual passwords to anyone or change their computer's password without permission from a direct supervisor.
6. Nothing in this chapter prohibits the use and access of the described systems for bona fide law enforcement and investigation purposes. The City Council has the right to restrict or prohibit any employee from Internet access or computer use for violation of these policies. 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.

D. 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.

E. 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.

23.20 | Hotline

Last Revision: 07/07/2020

A. Introduction. The Eagle Mountain City Hotline provides an avenue for citizens, including public employees and contractors, to report improper governmental activities including:
   1. Waste or misuse of public funds, property, or manpower;
   2. Violations of a law, rule, or regulation applicable to the government;
   3. Gross mismanagement;
   4. Abuse of authority;
   5. Unethical conduct.

B. Filing a Complaint. Complaints may be submitted in writing using the attached form. Complainants may also submit any evidence that supports the complaint. Essential information includes specifics on 'who, what, where, when' as well as any other details that may be important such as information on other witnesses, documents, and pertinent evidence. Due to limited resources Eagle Mountain City is unable to accept complaints that are not supported by evidence or provide a means for us to investigate the problem further. At a minimum, please use the form as a guide to ensure the necessary information is provided. Submit complaints via the following methods:
   1. Email: hotline@emcity.org;
   2. US Mail: 1650 Stagecoach Run, Eagle Mountain, UT 84005;
   3. Complainants may call the hotline at (801) 794-3970 for more information.

C. City Processing of a Hotline Complaint. After receipt of the complaint, the Internal Auditor will review the allegation and any evidence provided by the complainant.
   1. The list below represents some of the factors that are considered during the screening and prioritization process.
      a. Does the complaint involve actions by a person subject to the Eagle Mountain City's authority?
      b. Does the complaint pertain to improper governmental activities? Disagreements with management decisions or actions taken by elected officials that are within the law will not be investigated.
      c. Has the complainant taken appropriate steps to resolve the issue with the City? If the City is not responsive, the concern relates to top management, or the complainant desires anonymity, consideration will be increased.
      d. What is the timing and frequency of alleged improper activity? Allegations of improper activities that are recent and/or on-going may receive a higher priority.
      e. Should the allegation be investigated by another entity? Are there other agencies that have oversight of the complaint? Is a member of the governing body or the audit committee being accused?
      f. Can the complaint be efficiently and effectively investigated? Overly broad or vague complaints or complaints where evidence is unavailable may be declined or receive a low priority.
   2. The Internal Auditor communicates to the Audit Committee:
      a. The allegation of the complaint;
      b. Any facts supporting or refuting the complaint;
      c. A recommendation based upon preliminary inquiry.

3. Audit Committee decides the appropriate next action (if a member of the Audit Committee is the subject of the complaint they may not be included in this process):
    a. Discontinue the investigation;
    b. Continue with the investigation;
    c. Refer the investigation to another agency.
4. If the investigation proceeds, the audit committee sets the following:
    a. Time and resource budget;
    b. Scope of the audit.
5. Internal Auditor completes the audit.
6. Internal Auditor creates a report outlining the work performed and conclusions.
7. Internal Auditor provides the report to the Audit Committee.
8. Audit Committee reports investigation results to the whole governing body (if a separate audit committee exists).
9. Governing body addresses any findings noted in the report

D. Whistleblower Protection. Utah Code § 67-21-3 prohibits public employers from taking adverse action against their employees for reporting government waste or violations of law in good faith, to the appropriate authorities. A public entity employee, public body employee, legislative employee, or judicial employee, is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the conduct to the City (see Utah Code § 67-21-3(1)(b)(iv)(A) for more information).

E. Confidentiality. The identity of the complainant is considered protected information under the Utah Government Records Access and Management Act (GRAMA) and will be kept confidential if requested by the complainant. (See Utah Code Section 67-3-1(15)).

F. Complaints may be submitted anonymously to the Hotline. However, it is preferable that the complainant provide their name and contact information to allow for follow-up questions and reporting the results back to the complainant. Whistleblower protections do not apply to anonymous complaints.

23.25 | Reporting Fraud or Abuse

Last Revision: 07/07/2020

A. Definition. “Improper governmental action" means any action by a City employee:
    1. That is undertaken in the performance of the employee's official duties, whether the action is within the scope of the employee's employment; and

2. That is in violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety or is a gross waste of public funds

B. Reporting Fraud or Abuse.

1. Employees who become aware of improper governmental actions should raise the issue first with their supervisor. If requested by the supervisor, the employee shall submit a written report to the supervisor, or to some person designated by the supervisor, stating in detail the basis for the employee's belief that an improper governmental action has occurred. Where the employee reasonably believes the improper governmental action involves his or her supervisor, the employee may raise the issue directly with the City Administrator or such other person as may be designated by the City Administrator to receive reports of improper governmental action.
2. In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate department with responsibility for investigating the improper action.
3. The supervisor, City Administrator, or the designated role by the City Administrator shall take prompt action to assist Eagle Mountain City in properly investigating the report of improper governmental action. Eagle Mountain City officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing. After an investigation has been completed, the employee reporting the improper governmental action shall be advised of a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.
4. City employees may report information about improper governmental action directly to the Human Resources, Audit Committee, or the designated role by the City Administrator with responsibility for investigating the improper action if the employee reasonably believes that an adequate investigation was not undertaken to determine whether an improper governmental action occurred, or that insufficient action has been taken to address the improper governmental action or that for other reasons the improper governmental action is likely to recur.
5. City employees who fail to make a good faith attempt to follow procedures in reporting improper governmental action shall not receive the protections provided by Eagle Mountain City in these procedures.

C. Complaints, Investigations, Review and Enforcement.

1. Any person may file a complaint alleging a violation of this policy.

2. The complaint shall be in writing and shall, except as described in section C below, be signed by the complainant. The written complaint should state the nature of the alleged violation(s), the date(s), time and place of each occurrence, and name of the person(s) charged with the violation(s). The complaint shall be filed with the City Administrator, or the designated role by the City Administrator who shall provide a copy to the person charged with a violation. The complainant shall provide the City Administrator, or the designated role by the City Administrator with all available documentation or other evidence to demonstrate a reason for believing that a violation has occurred.
3. This policy is intended to protect employees who choose to come forward in good faith with complaints about governmental actions and conduct of Eagle Mountain City employees. Anonymous complaints have the potential to subject the person who is the subject of the complaint to an investigation that may, at the least, cause stress and embarrassment, and may, at most, result in discipline or termination of employment. Eagle Mountain City is reluctant to begin an investigation based on an anonymous complaint because evidence will be difficult to obtain and verify, and it will be impossible to assess the complainant's credibility. Complainants and whistleblowers have protection from retaliation under Eagle Mountain City policy. A thorough investigation of complaints is Eagle Mountain City's goal. It may not be possible to conduct a thorough investigation when a complainant remains anonymous. Therefore, Eagle Mountain City reserves the right to decline to investigate any complaint that is provided anonymously.
4. If a complaint is received anonymously it shall be directed to Internal Audit for a recommendation on the processing of the complaint. Upon review of the complaint, the Internal Auditor will recommend to the Audit Committee either that the complaint has no merit or that it should be investigated. Such a recommendation will be made within ten (10) days of receipt of the complaint, if possible. Upon receipt of the Internal Auditor's recommendation the Audit Committee shall make the final determination on whether to continue the investigation, end the investigation, or refer the matter to an outside entity.
5. Within thirty (30) days after receipt of a complaint, the Internal Auditor, or another person appointed by the Audit Committee shall conduct a preliminary investigation. If the [Internal Auditor] or a member of the Audit Committee or the governing board are implicated in the complaint, the Audit Committee will determine an independent person who will conduct the investigation. Criminal allegations will be referred to the proper law enforcement agency.
6. If the Internal Auditor determines, after preliminary investigation, that there are no reasonable grounds to believe that a violation has occurred, the Internal Auditor shall advise the Audit

Committee to dismiss the complaint. If the Audit Committee does dismiss the complaint, it shall do so in writing, setting forth the facts and provisions of law upon which the dismissal is based, and shall provide a copy of the written dismissal to the complainant, to the person charged with the violation and to the governing board.

23.30 | Conflicts of Interest

Last Revision: 07/07/2020

A. City officers and employees individually commit themselves in their official capacity to ethical, businesslike, and lawful conduct, including appropriate use of their authority and decorum at all times. Officers must avoid even the appearance of impropriety to ensure and maintain public confidence in the City. Officers and employees owe a fiduciary duty to the City and must not act in a manner that is contrary to that duty or to the interests of the City. Officers and employees must place the interests of the City over their own personal interests with respect to the governance, policy, strategic direction and operations of the City.

B. It is the intent of the City Council to meet and exceed those protections against conflicts of interest contained in State law. Under this policy, a conflict of interest arises when an officer or employee has a personal interest in a matter that is or may be in conflict with or contrary to the City's interests and objectives to such an extent that the officer or employee is or may not be able to exercise independent and objective judgment within the context of the best interest of the City. For the purposes of this policy, an officer's or an employee's "personal interest" includes those of his or her relatives, business associates or other persons or organizations with whom he or she is closely associated.

C. The following provisions shall serve as a guide to officers and employees with respect to the affairs of the City:

   1. City officers or employees shall not receive, accept, take or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person or entity if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action, or judgment, or be considered as part of a reward for action or inaction. Officers are required to submit a report to the City Council and the City's Internal Auditor of the actual or estimated value of any gifts or casual entertainment received as an officer or as an employee that exceeds $50.00.
   2. The complete confidentiality of proprietary business information must be respected at all times. Officers and employees are prohibited from knowingly disclosing such information, or in any way using such information for personal gain or advancement, or to the detriment of the City, or to

individually conduct negotiations or make contacts or inquiries on behalf of the City unless officially designated by the City Council.

3. Officers and employees are prohibited from acquiring or having a financial interest in any property that the City acquires, or a direct or indirect financial interest in a supplier, contractor, consultant, or other entity with which the City does business. This does not prohibit the ownership of securities in any publicly owned company except where such ownership places the officer in a position to materially influence or affect the business relationship between the City and such publicly owned company. Any other interest in or relationship with an outside organization or individual having business dealings with the City is prohibited if this interest or relationship might tend to impair the ability of the officer(s) or employee(s) to be independent and objective in his or her service to the City.
4. If members of the immediate family of an officer or of an employee have a financial interest as specified above, such interest shall be fully disclosed to the City Council which shall decide if such interest should prevent the City from entering into a particular transaction, purchase, or engagement of services. The term "immediate family" means officer's spouse, parent, dependent children, and other dependent relatives.
5. When a conflict of interest exists, the officer or employee shall publicly declare the nature of the conflict and may recuse him or herself on any official action involving the conflict.
6. Officers and employees may not realize, seek, or acquire a personal interest in a business that does business with the City.
7. Officers shall complete a Conflict of Interest Disclosure Form annually by the end of January. This form shall be signed and notarized. Completed forms shall be submitted to the Recorder's Office and made available to the public upon request.
8. The Recorder's Office shall provide copies of all completed forms to the City Council at the end of January each year.
9. The City Council shall review all completed forms and consider the disclosures. The City Council should make changes to assignments, duties, or contracts deemed appropriate to eliminate or mitigate conflicts of interest within the City.

23.35 | Ethical Behavior

Last Revision: 07/07/2020

A. Prohibited Conduct - Disqualification from acting on City Business. No current employee or officer, as specified, shall:

1. Engage in any transaction or activity, which is, or would to a reasonable person appear to be, in conflict with or incompatible with the proper discharge of official duties, or which impairs, or would to a reasonable person appear to impair, the employee's independence of judgment or action in the performance of official duties and fail to disqualify him or herself from official action in those instances where conflict occurs;
2. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any matter upon which the employee is required to act in the discharge of his or her official duties, and fail to disqualify him or herself from acting or participating;
3. Fail to disqualify him or herself from acting on any transaction which involves Eagle Mountain City and any person who is, or at any time within the preceding twelve (12) month period has been a private client of his or hers, or of his or her firm or partnership;
4. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any contract or transaction to which Eagle Mountain City or any Eagle Mountain City agency may be a party, and fails to disclose such interest to the appropriate authority prior to the formation of the contract or the time Eagle Mountain City or City agency enters into the transaction; provided, that this paragraph shall not apply to any contract awarded through the public bid process in accordance with applicable law.

B. Prohibited Conduct - Improper Use of Official Position. No current employee or officer, as specified, shall:

1. Use his or her official position for a purpose that is, or would to a reasonable person appear to be primarily for the private benefit of the employee, rather than primarily for the benefit of Eagle Mountain City; or to achieve a private gain or an exemption from duty or responsibility for the employee or any other person;
2. Use or permit the use of any person, funds, or property under his or her official control, direction, or custody, or of any City funds or property, for a purpose which is, or to a reasonable person would appear to be, for something other than a legitimate purpose.
3. Except in the course of official duties, assist any person in any transaction where the employee's assistance is, or to a reasonable person would appear to be, enhanced by that employee's position with the City; provided that this subsection shall not apply to: any employee appearing on his or her own behalf or representing himself or herself as to any matter in which he or she has a proprietary interest, if not otherwise prohibited by ordinance;
4. Regardless of prior disclosure thereof, have a financial interest, direct or indirect, personally or through a member of his or her immediate family, in a business entity doing or seeking to do

business with Eagle Mountain City, and influence or attempt to influence the selection of, or the conduct of business with that business or entity.

C. Prohibited Conduct – Accept Gifts or Loans. No current employee or officer, as specified, shall:

1. Ask for or receive, directly or indirectly, any compensation, gift, gratuity, or thing of value, or promise thereof, for performing or for omitting or deferring the performance of any official duty; except that the following shall be allowed:
    a. Unsolicited flowers, plants, and floral arrangements;
    b. Unsolicited advertising or promotional items of nominal value, such as pens and notepads;
    c. Unsolicited token or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
    d. Unsolicited food items given to a department when the contents are shared among employees and the public;
    e. Unsolicited items received for the purpose of evaluation or review provided the officer or employee has no personal beneficial interest in the eventual use or acquisition of the item by the City;
    f. Information material, publications, or subscriptions related to the recipient's performance of official duties;
    g. Food and beverages consumed at hosted receptions where attendance is related to official duties;
    h. Meals, beverages, and lodging associated with retreats or other meetings where the official serves as a representative, designee or is otherwise assigned to another organization or entity from the City;
    i. Travel costs, lodging, and tuition costs associated with City-sanctioned training or education when not provided by a private entity under contract with the City.
    j. Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization and other officials or employees of similar agencies are in attendance;
    k. Unsolicited gifts from dignitaries from another entity or other jurisdiction that are intended to be personal in nature;
    l. Campaign contributions; and
    m. Unsolicited gifts with an aggregate economic value of $50.00 or less from a single source in a calendar year received either directly or indirectly by the official or employee.

D. Disclose Privileged Information. No current employee or officer, as specified, shall disclose or use any privileged or proprietary information gained by reason of his or her official position for the immediate or anticipated personal gain or benefit of the employee or any other person or entity; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request.

E. Financial or Beneficial Interest in Transactions. Regardless of prior disclosure an employee or officer may not participate in or benefit from (personally or through his or her family) a contract or agreement where that employee or officer acted as an agent of Eagle Mountain City. This includes receiving compensation, gratuity or other benefit from an interested party of an agreement or contract with Eagle Mountain City.

F. Nepotism. No current employee or officer, as specified, shall violate Utah Code § 52-3, which prohibits employment of relatives, with few exceptions.

G. Misuse of Public Resources or Property. No current employee or officer, as specified, shall violate Utah Code § 76-8-4, which delineates the unlawful use of public funds and destruction of property, including records.

H. Outside Employment. No current employee or officer, as specified, shall retain secondary employment outside of Eagle Mountain City employment, which, as determined by the City Council and according to Utah Administrative Code R477-9-2:

1. Interferes with an employee's performance.
2. Conflicts with the interests of Eagle Mountain City or the State of Utah.
3. Gives reason for criticism or suspicion of conflicting interests or duties.

I. Political Activity. Except as otherwise provided by law:

1. The partisan political activity, political opinion, or political affiliation of an applicant for a position with Eagle Mountain City may not provide a basis for denying employment to the applicant.
2. An Eagle Mountain City officer's or employee's partisan political activity, political opinion, or political affiliation may not provide the basis for the officer or employee's employment, promotion, disciplinary action, demotion, or dismissal.
3. An Eagle Mountain City employee may not engage in political campaigning or solicit political contributions during hours of employment.
4. An Eagle Mountain City officer or employee may not use City equipment while engaged in campaigning or other political activity.
5. An Eagle Mountain City officer or employee may not directly or indirectly coerce, command, or advise another City officer or employee to pay, lend, or contribute part of the officer's or

employee's salary or compensation, or anything else of value to a political party, committee, organization, agency, or person for political purposes.

6. An Eagle Mountain City officer or employee may not attempt to make another officer or employee's employment status dependent on the officers or employee's support or lack of support of a political party, affiliation, opinion, committee, organization, agency, or person engaged in political activity.

J. An Eagle Mountain City employee who has filed a declaration of candidacy may:
   1. Be given a leave of absence for the period between the primary election and the general election; and
   2. Use any vacation or other leave available to engage in campaign activities.

K. Neither the filing of a declaration of candidacy nor a leave of absence under this section may be used as the basis for an adverse employment action, including discipline and termination, against the employee.

L. Nothing in this chapter shall be construed to:
   1. Prohibit an Eagle Mountain City officer or employee's voluntary contribution to a party or candidate of the officer or employee's choice; or
   2. Permit an Eagle Mountain City officer or employee partisan political activity that is prohibited under federal law.

M. No Eagle Mountain City officer or employee shall solicit or participate in soliciting any assessment, subscription, or contribution to any political party during working hours on the premises of any Eagle Mountain City property.

N. No Eagle Mountain City officer or employee shall promise any appointment to any position with Eagle Mountain City as a reward for any political activity.

O. An Eagle Mountain City employee who is elected to an office with Eagle Mountain City name shall terminate City employment prior to being sworn into the elected office.

P. Fair and Equal Treatment.
   1. No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive public office because of such person's race, color, age, religion, sex, national origin, or functional limitation as defined by applicable state or federal laws, if otherwise qualified for the position or office.
   2. No Eagle Mountain City officer or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

Q. Prohibited Conduct After Leaving Eagle Mountain City.

1. No former employee shall, during the period of one (1) year after leaving Eagle Mountain City office or employment:
2. Disclose or use any privileged or proprietary information gained by reason of his/her City employment for his/her gain or anticipated gain, or for the gain or anticipated gain of any person, unless the information is a matter of public knowledge or is available to the public on request;
3. Assist any person in proceedings involving an agency of Eagle Mountain City with which he/she was previously employed, involving a matter in which he or she was officially involved, participated or acted in the course of duty;
4. Represent any person as an advocate in any matter in which the former employee was officially involved while an Eagle Mountain City employee;
5. Participate as a competitor in any competitive selection process for a City contract in which he or she assisted the City in determining the project or work to be done or the process to be used.

APPENDICES

Appendix A: Credit Card Holder Acceptance Agreement

Credit Card Holder Acceptance Agreement

The following Credit Card Acceptance Agreement must be signed by all Eagle Mountain City employees with access to a credit card.

I understand that Eagle Mountain City has authorized my use of a credit card for authorized expenditures on its behalf. In accepting and/or using the card, I agree to be bound by the terms and conditions which follow.

1. I will use the card issued to me for the payment of authorized expenses consistent with my organizational responsibilities and to satisfy the needs of my department and Eagle Mountain City.
2. I will not use the card to obtain cash advances.
3. I understand that I am the only authorized card user and accept the responsibility and accountability for the protection and proper use of the card.
4. I will not use the card for personal use or for any other non-City purposes.
5. I understand that all purchases shall be made in accordance with applicable purchasing and credit card policies and procedures approved by the City Council.
6. I understand that I will be responsible for the timely reconciliation of all credit card transactions charged to my assigned card.
7. I understand that I am responsible to provide appropriate documentation/receipts for credit card transactions charged to my assigned card.
8. I will surrender my assigned card to the City Administrator in the event of my separation from Eagle Mountain City.
9. I understand that any charges against my assigned card that are not properly identified or not allowed by Eagle Mountain City shall be paid by me by check, United States currency or salary deduction. I further understand that any employee who has been issued a card shall not use the card if any disallowed charges are outstanding and shall surrender the card upon demand of the City Administration.
10. I will immediately report any stolen or lost card to my department head.

I understand that any variance and/or violation of the above conditions will result in cancellation of my assigned credit card. Misuse of the card could result in disciplinary action and/or personal liability for unapproved charges. All City credit cards are subject to examination by external and internal auditors.

I HAVE READ AND I UNDERSTAND THE ABOVE CONDITIONS.

Name: _____ Department: _____

Signature: _____ Credit Card #: _____

Appendix B: Hotline Reporting Form

Hotline Reporting Form

Email completed form to hotline@emcity.org or mail to Eagle Mountain City, 1650 E Stagecoach Run, Eagle Mountain, UT 84005

Complainant Information:

Complainant to remain anonymous: ☐ Yes ☐ No	
Complainant would like a response: ☐ Yes ☐ No	
Complainant Name:	
Check One: ☐ Elected Official ☐ City Employee ☐ Citizen/Contractor	
Date Submitted:	
Home Address:	
Phone:	Email:
Work Address and Information (if applicable):	

Information Concerning the Complaint (please complete one form for each separate complaint)

Each improper action should be noted separately and be supported with reliable and sufficient evidence. Supplying detailed information contributes to a thorough and efficient investigation. This form is designed to help you supply the needed information.

Who is the person(s) the complaint is against? (Please provide name, position, agency, division, and phone #)
Who is the above person's supervisor? (Please provide name, position, and phone#)

What is the assertion of improper governmental activity? Please describe in detail.
When did the event(s) take place? Please include dates, time, and frequency.
Where did the event(s) occur?
Are there any other persons who might provide information or who witnessed the event? If so, what are their names, positions, agencies, divisions, and their contact information?
Is there evidence that can be examined or documentation that can be reviewed? (Please provide any available documentation)
How do you know about the improper action? Did you see it occur? Did you see documentation indicating it occurred? Did you hear about it from someone else?
What specific law or state regulation has been violated?

Please attach to the email supporting documentation, details and ANY and ALL other information available to support the complaints or concerns.

Appendix C: Annual Conflict of Interest Disclosure Form

Annual Conflict of Interest Disclosure Form

The following disclosures are required to be made annually by all officers of Eagle Mountain City, pursuant to Utah Code Annotated 17-16a-6, 7, and 8. If additional space is needed, please use a separate sheet of paper. Per statute, the information provided shall be kept on file with the City Council and may be subject to disclosure to the public.

I, _____ am the duly elected/appointed

_____ of Eagle Mountain City.

1) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which are subject to the regulation of Eagle Mountain City, and within such business entities, I hold the following positions:

Business Entity Name: Position within Business Entity:

_____

_____

_____

Ownership of a substantial interest is defined in U.C.A. 17-16a-3(8) as an interest of 10% or more of the shares of a corporation, or a 10% or more ownership interest in other entities, legally or equitably held or owned by the officer, the officer's spouse, or the officer's children.

*Note: There is no case law or statutory guidance as to what constitutes a business entity "subject to regulation of the City." A business which is simply issued a business license by the City may or may not be deemed by a court, administrative agency, an auditor, or member of the public to be an entity regulated by the City. Businesses regulated by interlocal agencies of which the City is a member may or may not be deemed to be a business regulated by the City (i.e., a restaurant subject to regulations imposed by an interlocal agency).

A business entity which requires a conditional use permit to operate may more likely be deemed to be a business entity regulated by the City than a business that simply receives a business license from the City.

2) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which do business with or anticipate doing business with Eagle Mountain City.

Business Entity Name: Position within Business Entity:

_____

_____

_____

Please note that pursuant to U.C.A. §17-16a-7, an officer must disclose his or her interest or involvement in such an entity immediately prior to any discussion in an open and public meeting pertaining to business that the City may do with any such entity, regardless of whether a disclosure of interest or involvement in the business was made in this document.

3) The following personal interests or investments of mine create a potential or actual conflict between my personal interest and my public duties:

_____

_____

_____

* * * OPTIONAL DISCLOSURES * * *

4) The following disclosures of other business interests, investments, and other matters are not required to be made by law, but are made with the intent to more fully disclose other interests that may be deemed relevant to the administration of public duties, or in furtherance of my intent to provide a more complete disclosure of my economic or personal activities, or for other reasons:

_____

_____

_____

DATED THIS _____ DAY OF _____, _____.

By: _____

Title/Office: _____

SWORN TO AND SUBSCRIBED BY ME

THIS _____ DAY OF _____, _____.

_____

NOTARY PUBLIC

Appendix D: Annual Ethics Pledge

Annual Ethics Pledge

The following pledge is required to be made annually by all officers and employees of Eagle Mountain City: I, _____ am the duly elected/appointed

_____ of Eagle Mountain City.

I pledge to adhere to the code of ethics as approved by the City Council. These topics include, but are not limited to: improper use of official position, accepting gifts or loans, disclosing privileged information, retaining a financial or beneficial interest in a transaction, nepotism, misuse of public resources or property, outside employment, political activity, fair and equal treatment, and conduct after leaving office or employment. Additionally, I pledge to disclose all conflicts of interest on the conflict of interest disclosure form. I understand that state statute and City ordinance provide for penalties for violation of specific unethical behavior. Signing this document verifies that I have been provided time to read applicable statutes and ordinances, as well as the Eagle Mountain City code of ethics.

DATED THIS _____ DAY OF _____, _____.

By: _____

Title/Office: _____

SWORN TO AND SUBSCRIBED BY ME

THIS _____ DAY OF _____, _____.

_____

NOTARY PUBLIC

Appendix E: Fleet Policies and Procedures Manual

Fleet Policies and Procedures Manual Table of Contents

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1. General

1.00 | Purpose Last Revision: 02/04/2020

The purpose of this policy is to ensure the safety of those individuals who operate City fleet units, and to provide guidance on the proper use of all City fleet units. It is the driver's responsibility to operate the unit in a safe manner and to drive defensively to prevent injuries and property damage. As such, Eagle Mountain City endorses all applicable State motor vehicle regulations relating to driver responsibility. Each driver is expected to drive in a safe and courteous manner. The attitude one takes when behind the wheel is the single most important factor in driving safely.

1.05 | Guiding Policy Last Revision: 02/04/2020

Eagle Mountain City shall provide for central management of its fleet units, including their purchase, ownership, replacement, and disposal. All maintenance and repair services for City fleet units and equipment shall be done in house, unless determined by the Fleet Supervisor that maintenance or repair service be outsourced. All fuel services will be outsourced.

City fleet units shall be provided and utilized only when required to conduct City business.

City fleet units shall be managed in accordance with the lifecycle approach to material management, and with the principles of cost-effectiveness and prudence.

To maximize cost-effectiveness, City fleet units shall be periodically evaluated. Eagle Mountain City shall strive to meet fleet unit replacement goals. The Fleet Policy and Procedures Manual will be reviewed and revised every three to five years, as needed.

Authorized operators of City fleet units shall be required to operate them responsibly. No City fleet unit will be operated with a known safety deficiency.

2. Responsibilities

2.00 | City Facility/Operations Director Last Revision: 02/04/2020

The City Facility/Operations Director or his/her designee is responsible for planning, directing, managing, coordinating, and supervising programs for the acquisition, assignment, utilization, maintenance, repair,

replacement, and disposal of City fleet units. Provides fuel cards for City fleet units. May delegate the responsibility for implementing and complying with the provisions of this policy to the City Fleet Supervisor.

2.05 | City Fleet Supervisor

Last Revision: 02/04/2020

The City Fleet Supervisor or his/her designee shall be responsible for the following:

A. Accept any delegated authority of implementing and complying with the provisions of this policy from City Facility/Operations Director;
B. Review fleet purchasing and specification issues with the Assistant City Administrator which require additional clarification or conflict resolution;
C. Ensure City fleet acquisitions minimize the cost of acquisition, operating, and repairs; and maximize resale value;
D. Maintain the following information:
    1. The name, date of birth, driver license number, and assigned City fleet unit of all authorized operators;
    2. Accidents involving City fleet units; and
    3. City fleet unit registration and warranty information.
E. Enforce authorized operator eligibility and oversee disciplinary action in conjunction with the appropriate department director;
F. Ensure that all City fleet units are properly titled and licensed to Eagle Mountain City;
G. Arrange for authorized operator training, testing, and certification;
H. Facilitate authorized operator abidance of fleet policies and procedures (e.g.: provide tire gauges, training, etc.);
I. Monitor vehicle usage and determine the suitability of replacing vehicles and equipment;
J. Dispose of fleet units when maintaining the unit becomes uneconomical. As units reach target miles/hours for replacement, the City Fleet Supervisor shall prepare a technical and cost evaluation with a repair/replace analysis to determine if units are to be retained, disposed of, or reassigned;
K. Develop replacement criteria and schedules for each fleet unit and class of fleet unit. All City fleet units acquired and maintained shall be targeted for replacement according to industry standards. The guidelines shall be used as a basis for developing the useful life of units for chargeback purposes, and for programming future departmental vehicle and motorized equipment requirements. The guidelines shall be based on time and/or mileage and shall be measured against actual fleet usage;
L. Produce monthly and annual expense reports, and expense projections for the annual budget process;

M. Annually monitor and evaluate the condition of City fleet units;
N. Establish a preventative maintenance program. The program should incorporate manufacturers' maintenance standards and preventative maintenance tasks directed towards energy efficiency, including regular filter changes, tune ups, and proper tire pressure. Preventative maintenance shall be scheduled to ensure minimum fleet unit downtime;
O. Notify departments on a monthly basis of fleet units past due for scheduled preventative maintenance;
P. Track fleet unit and parts warranties;
Q. Administer maintenance and service contracts to ensure the City receives proper service levels. The City Fleet Supervisor shall obtain bids annually for ongoing maintenance services and mechanic work contracts;
R. Advise departments in developing specifications for new or replacement fleet units; and
S. Make recommendations on fleet unit policies and procedures.

2.10 | Department Directors/Department Heads

Last Revision: 02/04/2020

Department Directors and Department Heads shall carefully assess department needs to minimize fleet size and shall plan fleet unit usage to maximize efficiency and minimize mileage driven; ensure units requested for acquisition and use within his/her department are of the appropriate size and only include items/accessories which are operationally required; reinforce City usage rules and discipline authorized operators for violations of policies; and ensure that department employees inspect assigned vehicles as required and schedule preventative maintenance.

2.15 | Authorized Operators

Last Revision: 02/04/2020

Abide by City usage rules. Assume complete responsibility for the care of assigned fleet units. Operators shall report deficiencies discovered, which are beyond the authorized operator's capability to correct, to the City Fleet Supervisor for repairs. When using a fleet unit with a gross weight over 26,000 pounds, authorized operators are required to complete and turn in a pre-trip inspection form. Authorized operators will operate all City fleet units in accordance with the restrictions or limitations imposed upon their respective driver license.

Authorized operators shall perform daily inspections of his/her assigned fleet unit. Daily inspections shall include, but not be limited to, the following safety items, depending upon fleet unit type:

A. Foot and emergency brake;

B. Head, tail, and brake lights;
C. Turn signals;
D. Tire pressure and tire condition;
E. Windshield wipers;
F. Mirrors;
G. Visual damage (dents, large scratches, cracked windows, etc.);
H. Ensure the GPS module is plugged in.
I. Water and oil levels (required to be checked daily for fleet units with a gross weight over 26,000 pounds; fleet units with a gross weight under 26,000 pounds shall be checked when refueling the unit, at a minimum).

3. General Policies and Procedures

3.00 | Authorized Operator Eligibility Last Revision: 02/04/2020

To operate a City fleet unit, employees shall have a valid driver license for the type and class of unit being operated. Employees shall submit their name, date of birth, and driver license number to the Human Resource Department. The City shall provide the relevant employee information to the Utah Local Governments Trust (Trust) to obtain the employee's motor vehicle record from the Utah Driver License Division; the Trust will send updated motor vehicle records for all employees to the Human Resources Department on a monthly basis. If an operator does not have a valid driver license, his/her authority to operate a City fleet unit shall be withdrawn until the license is valid. It is the responsibility of authorized operators to notify the City Fleet Supervisor and Human Resource Coordinator if his/her driver license status changes. Operating a City fleet unit with a suspended or revoked driver license may be grounds for termination. Upon hiring, new employees must complete the City's Defensive Driver Training before operating a City fleet unit. All employees shall attend Defensive Driver Training annually.

The City has adopted an age restriction for authorized operators' eligibility for the following fleet units:

Vehicles with a gross weight less than 26,000 pounds and trailers with a gross weight less than 10,000 pounds must be operated by employees 18 years of age and older. The Mayor or City Administrator may grant an exception that allows employees 17 years of age to drive these vehicles when department directors make such a recommendation based upon unusual circumstances.

3.05 | Licensing

Last Revision: 02/04/2020

All City fleet unit licenses, titles, and registrations shall be maintained according to Federal, State, and local laws. All City vehicles must maintain a valid copy of the vehicle registration and insurance card.

3.10 | Usage

Last Revision: 02/04/2020

Authorized operators shall be aware of the following City fleet unit usage rules:

A. City fleet units shall only be used for official City business.
B. All State and Local laws must be obeyed.
C. The use of a City fleet unit while under the influence of intoxicants and/or other drugs which could impair driving ability is forbidden, and is sufficient cause for discipline, up to and including termination of employment.
D. No driver shall operate a City fleet unit when his/her ability to do so safely has been impaired by illness, fatigue, injury, or prescription medication.
E. City fleet units shall not be operated by authorized operators who have consumed alcoholic beverages in the previous eight hours, or by those who are under the influence of drugs that may diminish one's ability to drive.
F. Conservative driving habits, such as gradual acceleration and strict adherence to Federal, State, and local driving and traffic laws shall be implemented by authorized operators of City fleet units.
G. All occupants of City fleet units shall wear safety belts at all times.
H. Drivers shall complete calls while the City fleet unit is parked and/or use the phone in a hands-free mode via a headset or speaker. While driving, attention to the road and safety shall always take precedence over conducting City business over the phone.
I. Headlights shall be used two hours before sunset and two hours after sunrise, during inclement weather, or at any time when a distance of 500 feet ahead of the fleet unit cannot be seen clearly.
J. Drivers are responsible for the security of City fleet units assigned to them. The fleet unit engine must be shut off, ignition keys removed, and doors locked whenever the unit is left unattended.
K. City fleet units shall be respected, protected, and not misused or abused by authorized operators.
L. Operators shall seek opportunities to minimize City fleet unit idling time.
M. Smoking, including the use of electronic cigarettes, and chewing tobacco are not allowed in City fleet units.

N. City fleet units shall not be taken home or leave the corporate limits of Eagle Mountain City outside of an authorized operator's normal duty hours, unless he/she qualifies for on-call or take-home status (see After-Hour On-Call/Take-Home Use within this policy), or as otherwise approved by the Mayor or his/her designee. During duty hours, a department director may authorize City fleet units to leave the corporate limits of Eagle Mountain City for official business.
O. City fleet units shall be operated safely and within unit design standards.
P. City fleet units shall be refueled properly.
Q. Passengers in City fleet units are prohibited, unless the passengers are:
    1. Other City employees;
    2. Other persons engaged in or advising on matters relating to City services or improvements;
    3. Other persons who are being transported as part of an approved activity; or
    4. Other persons who have been approved in writing in advance by the appropriate department director, the City Administrator, or the Mayor.
R. Passengers shall follow all City rules while in City fleet units. The responsibility of passengers following all City rules lies on the authorized operator of the City fleet unit.

Unless otherwise authorized, the following are examples of the unauthorized use of a City fleet unit:

A. Transporting family, friends, pets, associates or other persons who are not City employees, or who are not serving the interests of the City.
B. Transporting hitchhikers.
C. Transporting acids, explosives, hazardous materials, and flammable materials when not specifically related to employment duties.
D. Extending the length of time that the City fleet unit is in the operator's possession beyond the time needed to complete the official purposes of the trip.
E. Generally, except when approved, or when necessary for the performance of employment duties, the use of a City fleet unit for activities such as shopping, participating in sporting events, hunting, fishing, or any activity that is not included in the employee's job description, is not authorized.
F. Using a City fleet unit for personal convenience, such as when a personal vehicle is not operational.

3.15 | Identification

Last Revision: 02/04/2020

City fleet units shall be plainly marked with the Eagle Mountain City logo except when the following conditions apply:

A. Fleet equipment that is too small for the City logo, or
B. Those vehicles approved by the City Administrator, or designee.

3.20 | Misuse and Abuse

Last Revision: 02/04/2020

Damage to a City fleet unit caused by willful conduct or negligence on the part of the authorized operator shall be cause for disciplinary action. Such disciplinary action may include restitution for the cost of repairs, suspension or revocation of operating privileges, or termination.

3.25 | Defensive Driving Guidelines

Last Revision: 02/04/2020

A. Drivers are required to maintain a safe following distance at all times. Drivers shall keep a two-second interval between their vehicle and the vehicle immediately ahead. During slippery road conditions, the following distance shall be increased to at least four seconds.
B. Drivers must yield the right-of-way at all traffic control signals and signs requiring them to do so. Drivers shall be prepared to yield for safety's sake at any time. Pedestrians and bicycles in the roadway always have the right-of-way. School zone speed limits must be followed.
C. Drivers must never exceed posted speed limits. In adverse driving conditions, drivers must reduce speed to a safe operating speed that is consistent with the conditions of the road, weather, lighting, and volume of traffic. Tires can hydroplane on wet pavement at speeds as low as 40 mph.
D. Turn signals must be used while going into traffic and before every turn or lane change.
E. When passing or changing lanes, drivers must view the entire vehicle in the rear-view mirror before pulling in front of said vehicle.
F. Drivers must be alert of other vehicles, pedestrians, and bicyclists when approaching intersections. Drivers may never speed through an intersection on a caution light. When the traffic light turns green, drivers must look both ways for oncoming traffic before proceeding.
G. When waiting to make left turns, drivers must keep the City fleet unit wheels facing straight ahead to ensure the City fleet unit will not be pushed into the lane of oncoming traffic if rear ended.
H. When stopping behind another vehicle, drivers must leave enough space to view the rear wheels of the car in front. This allows room to go around the vehicle if necessary and may prevent the City fleet unit from being pushed into a vehicle ahead of the City fleet unit, if rear-ended.
I. Drivers shall avoid backing where possible, but when necessary, drivers shall keep the distance traveled to a minimum and be particularly careful. Drivers shall check behind the City fleet unit before

backing and shall back to the driver's side. Drivers shall not back around a corner or into an area of no visibility.

3.30 | Accident Resolution

Last Revision: 02/04/2020

Accidents occurring in a City fleet unit shall be determined preventable or non-preventable through careful review of the accident police report and any other means by the department head, Human Resources, and the Fleet Supervisor. Should the accident be determined to be preventable, the following shall be imposed and enforced:

A. After one preventable accident within a five-year period, the authorized operator shall be required to attend a risk management-approved driver safety program.
B. After the second preventable accident within a five-year period, the authorized operator shall be required to attend, at their own expense, a State-certified or nationally-recognized defensive driving course.
C. Involvement in three preventable accidents within a five-year period shall be cause for disciplinary action, which may include loss of driving privileges. If operating a City fleet unit is an essential function of the authorized operator's position, the authorized operator may be terminated.

3.35 | Custodial Responsibility

Last Revision: 02/04/2020

Custodial responsibility of each City fleet unit will be assigned to the department for its intended use. The department head, or designee, will be responsible for the maintenance and upkeep of the City fleet units assigned to the department or division. Use of City fleet units will be delegated by the department head, or designee.

3.40 | Cleaning and Preventative Maintenance

Last Revision: 02/04/2020

Each department is responsible for maintaining the cleanliness of their assigned City fleet unit. City fleet units shall be cleaned at regularly scheduled intervals. Each department is responsible for keeping up with the preventative maintenance schedule outlined by the City Fleet Supervisor. For further details about repairs and preventative maintenance, see Maintenance and Repair Procedures in this manual.

3.45 | Fuel

Last Revision: 02/04/2020

Citywide contracts for retail fuel dispensing services have been established. Operators are required to use the contracted vendor fuel cards. To the degree possible, fuel cards should be issued for specific City fleet units, and not for individual operators. This will allow for fuel cost monitoring for specific units.

Unless specifically prohibited by manufacturer warranty or recommendations, all City fleet units operating on gasoline shall use regular unleaded gasoline. Higher octane blends (marketed as premium, super-unleaded, plus, etc.) are prohibited for use in City fleet units. Diesel vehicles are required to use Type 1 diesel fuel. City fleet units shall only be refueled at self-service islands or central fueling facilities.

3.50 | Modification

Last Revision: 02/04/2020

All requests for City fleet unit modifications shall be approved by the appropriate department director and transmitted to the City Fleet Supervisor in writing by the end of the budget year. Department directors will not install, nor allow to be installed, any additional electrical or electronic equipment such as stereo, CB radios, lights, light chargers or radio chargers in any City fleet unit. Equipment of this type must be installed by an approved City vendor. Radar detectors are strictly prohibited in City fleet units.

3.55 | Acquisition

Last Revision: 02/04/2020

Prior to fleet unit acquisition, the using department shall conduct a needs analysis to determine the minimum size vehicle or equipment needed to meet departmental requirements.

All purchases shall be the most cost-efficient purchase possible, and acquired City fleet units shall provide the best possible support of City operations. Acquisition criteria shall include maintenance costs, repair costs, operating costs, and resale value.

3.60 | Reporting Requirements

Last Revision: 02/04/2020

Authorized operators shall enter accurate mileage when fueling City fleet units. Department heads shall submit City fleet usage data at the end of every month to the City Fleet Supervisor.

3.65 | In the Event of an Accident

Last Revision: 02/04/2020

In the event of an accident involving a City fleet unit, operators must complete the following steps:

A. If there are any injuries, call 911. If there are no injuries, contact Dispatch: 801.794.3970

B. Contact City Operations Director: 801.420.2327
C. Contact Supervisor
D. Report accident to the City Recorder's Office: 801.789.6611
E. Provide current vehicle registration and insurance forms to investigating authority.
F. If the operator is at fault in the accident, the City Fleet Supervisor or the operator's supervisor must take the operator directly to Work Med for a drug test (1091 W. South Jordan Pkwy Suite 500, South Jordan, Utah 84095, 385.887.7200). Please see Human Resources for other approved locations.
G. If the operator has a Commercial Driver License, he/she must submit to a post-accident drug test, as required by Federal Motor Carrier Safety Administration Regulation §382.303: Post-accident Testing.
H. The operator's supervisor may require the operator to submit to a drug test, regardless of fault.

3.70 | Post-accident Testing

Last Revision: 02/04/2020

An employee who is subject to post-accident testing shall remain readily available for such testing or shall be deemed to have refused to submit to testing. The results of tests conducted by Federal, State, or local law enforcement officers having independent authority to conduct tests to detect alcohol or controlled substances may be used by the City to meet post-accident testing requirements. Upon required testing due to an accident or reasonable cause, the employee tested shall not engage in the operation of any City equipment or in any employment-related duties, which his/her supervisor deems dangerous to him/herself or others until the results of the tests and received and the employee is released back to work by the Mayor or City Administrator.

Time frames for alcohol testing and consequences of failure to test:

A. If the test is not administered within two hours following the accident, the supervisor shall prepare and submit documentation stating why the test was not administered within two hours.
B. If the test is not administered within eight hours following the accident, the supervisor shall cease attempts to administer an alcohol test and shall prepare and submit documentation stating why the test was not administered within eight hours.

Time frames for controlled substance testing and consequences of failure to test:

A. If the test is not administered within eight hours following the accident, the supervisor shall prepare and submit documentation stating why the test was not administered within eight hours.

B. If the test is not administered within thirty-two hours following the accident, the supervisor shall cease attempts to administer an alcohol test and shall prepare and submit documentation stating why the test was not administered within thirty-two hours.

3.75 | Discipline

Last Revision: 02/04/2020

The authority to operate a City fleet unit may be suspended or revoked by the City Fleet Supervisor for any of the following reasons:

A. The operator does not have an up-to-date driver license;
B. The operator has been involved in three or more preventable accidents during a five-year period;
C. The operator has received five or more citations for violating motor vehicle laws during a five-year period;
D. The operator has misused or illegally operated (based on citizen complaints) a City fleet unit three times during a five-year period;
E. The operator does not report usage data to his/her department director and/or the City Fleet Supervisor; or
F. The operator has not obeyed City fleet unit usage rules.

3.80 | GPS Tracking Devices

Last Revision: 02/04/2020

The City Fleet Supervisor will supply each City fleet unit with a GPS tracking device. The GPS tracking device is supplied for the protection of the authorized operator and shall remain plugged in.

3.85 | Mileage Reimbursement

Last Revision: 02/04/2020

It is City policy that an employee uses a City vehicle to conduct City business. If a City vehicle is not available and an employee is required to use his/her personal vehicle on City business, the employee will be reimbursed at the current IRS approved rate. If the employee chooses to use a personal vehicle for travel, the employee will only be reimbursed actual fuel charges. A receipt must accompany any requests for fuel reimbursement. The employee shall submit a request for reimbursement based upon this record.

3.90 | Use of Personal Vehicle

Last Revision: 02/04/2020

Employees using their personal vehicle for City business are required to carry no-fault and liability insurance on their personal vehicle in the minimum amounts mandated by Utah law. Employees are

encouraged to carry adequate collision and liability insurance to cover damage to their vehicle or injuries in the event of an accident. City insurance will only cover potential liability of the City.

4. Maintenance and Repair Procedures

4.00 | General

Last Revision: 02/04/2020

Vehicle maintenance includes inspection, lubrication, adjustments, cleaning, testing and replacing vehicle components which have failed or are on the verge of failure. These actions will be performed on a scheduled, periodic basis, which is called a preventative maintenance cycle, or on an unscheduled basis, which is referred to as breakdown or unscheduled maintenance.

4.05 | Preventative Maintenance or In Disrepair but Operational

Last Revision: 02/04/2020

Operators who notice a need for preventative maintenance or repair shall contact the City Fleet Supervisor or Fleet Technician and provide the fleet unit number and repair(s) required. The City Fleet Supervisor shall prepare a fleet unit work order and coordinate the repair(s).

4.10 | Vehicle in Disrepair and not Operational

Last Revision: 02/04/2020

For City fleet units in disrepair and not operational, the authorized operator shall call the City Fleet Supervisor and provide the authorized operator name, unit number, location of unit, and symptoms. The City Fleet Supervisor shall arrange towing of the unit.

4.15 | Repairs Complete Notification

Last Revision: 02/04/2020

The City Fleet Supervisor will notify the assigned department upon completion of repairs.

4.20 | After-hours Fleet Support

Last Revision: 02/04/2020

After-hours fleet support will be provided for emergencies only. Authorized operators requiring emergency fleet support shall contact the City Fleet Supervisor. If the City Fleet Supervisor cannot be contacted, the requesting operator shall contact his/her department director.

4.25 | After-hours Towing Service

Last Revision: 02/04/2020

The City Fleet Supervisor shall provide after-hours towing service to departments that provide 24-hour City service. The City Fleet Supervisor shall provide the authorized operator or the department director with contact information to request after-hour services.

5. After-hour On-call/Take-home Use Policy

5.00 | Purpose

Last Revision: 02/04/2020

The purpose of this policy is to establish the rules and procedures governing the assignment, use, and reporting requirements of City take-home fleet units. The policy has been created with consideration of the City's insurance through the Utah Local Governments Trust. This policy is not intended to create any individual right or cause of action not already existing and recognized under State or Federal law.

No City fleet unit shall be taken home by any employee at any time for any reason except when the employee is scheduled to be on call after hours and lives within 30 minutes of the City's limits, or as otherwise approved by the Mayor or his/her designee.

5.05 | Employee Eligibility

Last Revision: 02/04/2020

A department head may recommend a take-home fleet unit for an employee if the following criteria are met:

A. The employee is the primary operator of the fleet unit;
B. The employee resides within 30 minutes of Eagle Mountain City limits;
C. The employee is authorized to drive a City fleet unit; and
D. The employee has not had his/her driving privileges revoked.

The City Administrator or his/her designee provides final approval for take-home fleet units. Any exceptions to this policy must be approved in writing by the relevant department head.

5.10 | Definitions

Last Revision: 02/04/2020

A. Administration. The Eagle Mountain City Administrator or Assistant City Administrator.
B. Assignment/Reporting Requirements for Take-Home Fleet Units. Employees that are assigned a take-home City fleet unit, whether for daily use or on an on-call basis, must be recommended by the department head and approved by Administration.

C. Exempt Vehicles. According to Federal guidelines and for purposes of tax calculation, certain vehicles and equipment are exempt from increased tax liability. This exemption means that the taxable income of the employee assigned an exempt vehicle will not be affected.

D. Exempt Qualified Nonpersonal Use Vehicle. Any vehicle that is not likely to be used more than minimally for personal purposes because of its design. Qualified nonpersonal use vehicles generally include the following vehicles:

1. Clearly marked police and fire vehicles;
2. Unmarked vehicles used by law enforcement officers, if the use is officially authorized;
3. Qualified specialized utility repair trucks;
4. Ambulances or hearses, used for their specific purpose;
5. Vehicles designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds;
6. Delivery trucks with seating for the driver only, or the driver plus a folding jump seat; and
7. Passenger busses with a capacity of at least 20 passengers, used for their specific purpose

Example: An on-call snowplow driver's taxable income will not be affected if the take-home vehicle is equipped with plow, salt, and cover.

Use of a qualified nonpersonal use vehicle, including commuting, is excludable to the employee, and recordkeeping and substantiation by the employee are not required by the IRS. Reg. § 1.274-5T(k); Reg. § 1.132-5(h)

E. Home Storage. The storage of a City fleet unit at an employee's residence during non-business hours.

F. Non-Exempt Vehicles. According to Federal guidelines and for purposes of tax calculation only, vehicles that do not meet the criteria of exempt vehicles are classified as non-exempt. An employee assigned a non-exempt vehicle will incur a tax liability as required by the Federal government.

G. Official City Purpose. Official City business assigned by an employee's supervisor, department head, City Administration, or the Mayor.

H. Personal Use. Any use of a City fleet unit other than an official City purpose.

I. Take-Home Fleet Unit. Any fleet unit that is owned, leased, rented or otherwise under the care, custody or control of Eagle Mountain City, and is taken from the City premises after normal working hours to remain in home storage overnight for the use of a City employee for an official City purpose. Take-home fleet units are either assigned to an employee by the department head, or used by employees for on-call purposes.

J. Tax Liability. An employee who has a non-exempt, assigned take-home vehicle will have an assessment, as set by the Federal government each year, added to his/her taxable income. The assessed amount is added to the employee's taxable income only for the purpose of calculating tax liability. The employee assigned the use of a non-exempt take-home vehicle will be responsible for the tax on the assessed amount.

5.15 | General Provisions

Last Revision: 02/04/2020

A. Only City employees with a valid State of Utah driver license that is appropriate for the vehicle to be operated are authorized to operate City fleet units. Non-City employees may not operate City fleet units at any time.
B. The employee to which a non-exempt take-home vehicle is assigned will incur the tax liability prescribed by the Internal Revenue Service.
C. The City reserves the right to search fleet units at any time, for any purpose. Employees have no expectation of privacy in City fleet units. Use of a City fleet unit is a privilege of employment, not a right.
D. Employees authorized to take a City fleet unit home must drive the fleet unit to and from work by the most direct route, without deviation. The location of home storage for a City fleet unit must be within 30 minutes of Eagle Mountain City limits, unless approved in writing by Administration.
E. Use of a City fleet unit for going to and from lunch shall be restricted to within the limits of Eagle Mountain City or Saratoga Springs, if able to do so within an allowed lunch break. Supervisors may grant an exception to this policy if the operator is attending a meeting or conference.
F. Carpooling while commuting between work and home in a City fleet unit is prohibited. This restriction includes carpooling with other City employees. Other employees or non-employees may ride in a City fleet unit for official City purposes.
G. Employees must avoid situations that would give rise to a legitimate complaint, such as blocking streets, driveways, etc.
H. City employees involved in accidents in a City fleet unit while not on official City business are responsible for all liabilities arising from the accident.
I. Employees may receive authorization from their department head to take a City fleet unit home for the purpose of leaving from home to travel for an official City purpose.

J. Notwithstanding any other provisions of this policy, Administration may authorize an employee to use a City fleet unit at any time for any purpose that is deemed necessary for the conduct of an official City purpose.

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **AUGUST 4, 2020**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Cooperative Agreement between the Utah Department of Transportation and Eagle Mountain City for the Placement of Two Engine Brakes Restricted Signs on Wride Memorial Highway.
ITEM TYPE:	Agreement
FISCAL IMPACT:	$2,000
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 adopts a resolution of Eagle Mountain City, Utah, approving a Cooperative Agreement between the Utah Department of Transportation and Eagle Mountain City for the Placement of Two Engine Brakes Restricted Signs on Wride Memorial Highway.

BACKGROUND:
The City has requested and been approved for the installation of two Engine Breaks Restricted signs on Wride Memorial Highway in the White Hills area. Eagle Mountain Municipal Code Chapter 8.15 Noise states the act of operating any motor vehicle with a dynamic breaking device engaged is unlawful, except for the avoidance of imminent danger.

The agreement stipulates that UDOT will install the signs and the City shall reimburse UDOT for all design, materials, equipment, and labor expenditures associated with the installation. It is anticipated the reimbursement cost will be approximately $1,000 per sign.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

RES--Cooperative Agreement between UDOT and EMC for Engine Brakes Restricted Signs

Exhibit A: UDOT Agreement for Engine Brakes Restricted Signs

RESOLUTION NO. R- -2020

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A COOPERATION AGREEMENT BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION AND EAGLE MOUNTAIN CITY FOR THE PLACEMENT OF TWO ENGINE BRAKES RESTRICTED SIGNS ON WRIDE MEMORIAL HIGHWAY

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Cooperation Agreement between the Utah Department of Transportation and Eagle Mountain City for the Placement of Two Engine Brakes Restricted Signs, 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 Cooperation Agreement between the Utah Department of Transportation and Eagle Mountain City for the Placement of Two Engine Brakes Restricted Signs, as set forth more specifically in Exhibit A.

2. The Cooperation Agreement between the Utah Department of Transportation and Eagle Mountain City for the Placement of Two Engine Brakes Restricted Signs 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 4th day of August, 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 4th day of August, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____

Fionnuala B. Kofoed, MMC
City Recorder

Posted to City bulletin boards on _____by _____.

Exhibit A

Engine Brake Restriction on SR-73
Eagle Mountain City
Federal ID No. 841371095

COOPERATIVE AGREEMENT

This Cooperative Agreement, made and entered into this _____ day of _____, 2020, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, herein referred to as "**UDOT**" or the "**DEPARTMENT**", and **EAGLE MOUNTAIN CITY**, herein referred to as "**CITY**", a municipal corporation in the State of Utah,

WITNESSETH:

WHEREAS, the **CITY** has requested and been approved for the installation of two Engine Brakes Restricted signs on SR-73 at approximately Mile Post 22.27 and 23.80; and

WHEREAS, **CITY** Municipal Code Chapter 8.15 NOISE states the act of operating any motor vehicle with a dynamic braking device engaged, except for the avoidance if imminent danger, is unlawful; and

WHEREAS, the **CITY** has committed to enforce the Code through local law enforcement.

NOW THEREFORE, it is agreed by and between the parties as follows:

PART A -- Initial Installation:

1. Acquisition and installation of the signs will be done by **UDOT**. The **CITY** shall reimburse the **DEPARTMENT** for all design, materials, equipment, and labor expenditures associated with the installation of the signs according to **UDOT** Policy 06C-24 (effective February 9, 2006 and revised March 19, 2015). This will be done upon presentation of invoice for said work. It is anticipated the reimbursement cost will be approximately $1,000.00 per sign.

PART B -- Ongoing Maintenance:

1. The **CITY** may request replacement sign(s) through the **UDOT** Region Three office. The **DEPARTMENT** may also decide if any of the signs should be replaced. In either case, the **DEPARTMENT** will acquire the new sign(s) and replace them. According to **UDOT** Policy 06C-24, the **CITY** shall reimburse **UDOT** for all design, materials, equipment, and labor expenditures associated with maintenance of the signs. This will be done upon presentation of invoice for said work. This applies only under conditions of normal weathering, vandalism, or untraceable damage due to traffic crash.

2. Maintenance or repair costs due to traceable damage, such as a traffic crash, shall be billed by **UDOT** directly to the responsible party or parties.

3. If the **CITY** decides the engine brake restriction is no longer necessary, it shall notify the **UDOT** Region Three office. The **DEPARTMENT** will rescind the regulation and remove the signs and associated material at no cost to the **CITY**.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

By_____

Title_____

Date_____

(IMPRESS SEAL)

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

By_____

Title_____

Date_____

****

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By _____
Region Traffic Operations Engineer

Date _____

By _____
Region Director

Date _____

APPROVED AS TO FORM:

This From Agreement has been previously approved as to form by the office of Legal Counsel for the Utah Department of Transportation.

COMPTROLLER OFFICE

By _____
Contract Administrator

Date _____

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **AUGUST 4, 2020**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement between Mountainland Association of Governments and Eagle Mountain City to Provide Meal Services for the Senior Center.
ITEM TYPE:	Resolution
FISCAL IMPACT:	$2,415.16 for the 2-year Contract
APPLICANT:	

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
N/A	N/A	N/A	N/A

PUBLIC HEARING:
No

PREPARED BY:
Lianne Pengra, Recorder's Office

PRESENTED BY:
Fionnuala Kofoed, City Recorder

RECOMMENDATION:
Staff recommends the City Council adopts a resolution of Eagle Mountain City, Utah, approving a an agreement between Mountainland Association of Governments and Eagle Mountain City to Provide Meal Services for the Senior Center.

BACKGROUND:
The agreement is identical to the one-year agreement signed by the City in July 2019, with the exception that the proposed term is for two years.

Below is the annual cost breakdown including the amounts MAG will reimburse and the City's allotment for the meal service.

Service Category	Units	Rate	MAG Reimbursement	City Portion	Total
Information & Assistance	30	$0.75 each	$22.50	$15.08	$37.58
Meals Site Management	110	$25 per day	$2,750.00	$900.00	$3,650.00
Meals Provided	3,400	$0.30 per meal	$1,020.00	$292.50	$1,312.50
Totals			**$3,792.50**	**$1,207.58**	**$5,000.08**

ITEMS FOR CONSIDERATION:
N/A

REQUIRED FINDINGS:
N/A

PLANNING COMMISSION ACTION/RECOMMENDATION:
N/A

ATTACHMENTS:

RES--Contract Between MAG and EMC for Services Provided by Senior Center

Exhibit A: Contract for Services for Senior Center Meals

RESOLUTION NO. R- -2020

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A CONTRACT BETWEEN MOUNTAINLAND ASSOCIATION OF GOVERNMENTS AND EAGLE MOUNTAIN CITY FOR SERVICES PROVIDED BY SENIOR CENTER

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Contract between Mountainland Association of Governments and Eagle Mountain City for Services Provided by Senior Center, 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 Contract for Services Provided by Senior Center, as set forth more specifically in Exhibit A.

2. The Contract for Services Provided by Senior Center 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 4th day of August, 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 4th day of August, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____

Fionnuala B. Kofoed, MMC
City Recorder

Posted to City bulletin boards on _____by _____.

Exhibit A

MAG
Expert Resources. Enriching Lives.

CONTRACT FOR SERVICES PROVIDED BY SENIOR CENTER

1. **CONTRACTING PARTIES**: This contract is between Mountainland Association of Governments, 586 East 800 North, Orem, Utah 84097, referred to as MAG, and Eagle Mountain City, 1650 E. Stagecoach Run, Eagle Mountain, UT 84005, referred to as CONTRACTOR.

2. **PURPOSE AND SCOPE OF CONTRACT**: To provide access and nutrition services to individuals who are 60 years of age and older (including spouses of any age of such individuals) as described in Part II.

3. **CONTRACT PERIOD**: This Contract is effective as of July 1, 2020 and terminates on June 30, 2022, unless terminated sooner in accordance with the terms and conditions of this Contract.

4. **PART I**: General Provisions

5. **PART II**: Description of Services

6. **PART III**: Contract Costs, Billing, and Payment Information

7. **CONTRACTOR HAS NOT ALTERED THIS CONTRACT**: By signing this Contract, the Contractor represents that neither it nor its employees or representatives have in any way altered the language or provisions in the Contract, and that this contract contains exactly the same provisions that appeared in this document and its attachments when MAG originally sent it to the Contractor.

8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED**:

   A. All documents specified in this Contract and its attachments; MAG's Standard Operating Procedure;

   B. All statutes, regulations, or governmental policies that apply to the Contractor or to the services performed under this contract, including any applicable laws relating to fair labor standards, the safety of the Contractor's employees and others, zoning, business permits, taxes, licenses, and incorporation or partnership. The Contractor acknowledges that it is responsible for familiarizing itself with these laws and procedures and complying with them.

9. **AUTHORITY OF PERSON SIGNING FOR THE CONTRACTOR**: The Contractor represents that the person who has signed this Contract on behalf of the Contractor has full legal authority to bind the Contractor and to execute this Contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR:

Contractor Signature Date

Type/Print Contractor's Name and Title

WITNESS:

Witness Signature Date

Employee or officer authorized by contractor to sign reports and invoices (if not already signatory above).

Signature Date
Please print or type name.

MAG:

Andrew K. Jackson Date
Executive Director

APPROVED AS TO COMPLIANCE WITH AREA PLAN:

Heidi DeMarco Date
Director, Aging and Family Services Dept.

APPROVED AS TO AVAILABILITY OF FUNDS:

Garret Henderseon Date
Contracts Manager

APPROVED AS TO FORM:

Robert J. Schumacher Date
Attorney at Law
Legal Counsel

PART I - GENERAL PROVISIONS

1. **PROTECTION AGAINST LIABILITY- GOVERNMENTAL ENTITY**

   A. Contractor and the Utah Governmental Immunity Act: Consistent with the terms of the Governmental Immunity Act (Title 63, Chapter 30 of the Utah Code), the Contractor and DHS/MAG are each responsible and liable for any wrongful or negligent acts which that party itself commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act. If the Contractor has a subcontractor, that subcontractor shall comply with the insurance and indemnification requirements of this Contract, unless the subcontractor is also a Utah governmental entity, in which case this paragraph (a) shall apply.

   B. Indemnification: Regardless of the type of insurance required by this section, the Contractor and (where applicable, the Subcontractor) shall provide the following indemnification:

   Indemnification by the Contractor and Sub-contractor: The Contractor and DHS/MAG shall defend, hold harmless and indemnify each other and their respective employees, agents, volunteers and invitees from and against all claims resulting from their negligent or wrongful conduct under this Contract, but in no event shall the indemnification obligation of either party exceed the amount set forth in Section 63-30-34 of the Utah Governmental Immunity Act or any similar statute in effect when a judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. This Contract shall not be construed with respect to third parties as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. If the Subcontractor is a governmental entity of the State of Utah, this paragraph shall apply.

   The Contractor shall provide MAG with a copy of its liability insurance.

2. **WORKER'S COMPENSATION ACT:** The Contractor and its subcontractors shall comply with the Utah Workers' Compensation Act (Title 34A, Chapter 2 of the Utah Code) which requires employers to provide workers' compensation coverage for their employees. Contractor will provide MAG with a copy of the insurance and provide MAG with a copy of its sub-contractors' worker's compensation insurance.

3. **EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN:** The Contractor shall use qualified personnel to perform all services in conformity with the requirements of this Contract and generally recognized standards. The Contractor represents that it has developed an emergency management and business continuity plan that allows the Contractor to continue to operate critical functions or processes during or following an emergency, and the Contractor acknowledges that DHS/MAG may rely upon this representation. The Contractor shall evaluate its emergency management and business continuity plan at least annually, and shall modify that plan as appropriate.

4. **COMPLIANCE WITH LICENSING STANDARDS AND OTHER LAWS:** The Contractor represents that it currently meets all applicable licensing standards and other requirements of federal and state law, and all applicable ordinances of the city or county in which services or care is provided. The Contractor shall continue to comply with all such applicable standards, requirements and ordinances during the term of this Contract, and if the Contractor fails to do so, MAG may terminate this Contract immediately.

5. **COMPLIANCE WITH DHS' PROVIDER CODE OF CONDUCT:** The Contractor shall follow and enforce DHS' Provider Code of Conduct. The DHS Provider Code of Conduct may be found at the following web site: http://hspolicy.utah.gov/files/dhs/5-%20Security/5-3-%20Provider%20Code%20of%20Conduct.pdf.

6. **RESTRICTIONS ON CONFLICTS OF INTEREST**: The purpose of this Section is to assure that the goods and services provided to MAG under this Contract afford MAG a commercially reasonable level of quality and cost. These provisions prohibit Contractors and anyone acting on their behalf from using their employment with the State of Utah or MAG or their relationship with others, including potential subcontractors, to enter into any transaction or arrangement that is improper or gives the appearance of being improper because of that person's State or MAG's employment or relationship with a third party.

7. **MONITORING AND REPORTING REQUIREMENT FOR CONFLICT OF INTEREST**:

   A. Contractor certifies by signing this contract that the goods to be provided are of a commercially reasonable level of quality and cost and Contractor's employment of relationship with MAG, the State of Utah, or anyone else is not improper or gives the appearance of being improper.

   B. Give MAG a Disclosure Form that identifies any existing and new conflicts of interest that relate to this Contract and are worth $2,000.00 or more, and then obtain prior approval from MAG before entering into transactions or decisions involving these conflicts of interest.

8. **RECORD-KEEPING AND REPORTING REQUIREMENTS:** The Contractor shall retain all records related to this Contract in accordance with the rules and regulations of the Utah Government Records Access and Management Act ("GRAMA": Title 63, Chapter 2 of the Utah Code). In addition, the Contractor shall comply with all reporting requirements of this Contract. The Contractor shall maintain or shall supervise the maintenance of all records necessary for the proper and efficient operation of the programs covered by this Contract, including records relating to applications, determination of clients' eligibility (if applicable), the provision of services and administrative costs, and any other records, such as statistical and fiscal records, necessary for complying with the reporting and accountability requirements of this Contract.

9. **RETENTION AND DESTRUCTION OF RECORDS RELATED TO THIS CONTRACT:** The Contractor shall retain all records related to this Contract for at least the following periods of time:

   A. **Protecting DHS/MAG's Continuing Access Rights to Contract-Related Records.** The Contractor acknowledges that DHS/MAG is entitled to have ready access to all records relating to this Contract, and the Contractor shall not do anything to limit or interfere with DHS/MAG's access rights, except as expressly provided by law. DHS/MAG and the Contractor acknowledge, however, that entities other than DHS/MAG may also have access rights to the records, especially if those entities provided part of the funding for the programs or services covered by this Contract.

   B. **Permission for Early Destruction of Records.** The Contractor shall not destroy or relocate any records relating to this Contract or the services provided under this Contract for the six-year period defined in subsections (a) and (b) of this Paragraph ("Retention and Destruction of Records Related to This Contract"), unless the Contractor gives MAG thirty days' written notice and obtains MAG's prior written consent to the proposed destruction or relocation of the records. (As used in this Paragraph, the term "relocate" means to move the records to a site which is not either the site where the Contractor provides the services under this Contract or a site operated by the Contractor in the geographic area covered by this Contract.) As a condition of consenting to the Contractor's early destruction or relocation of the records, MAG may require the Contractor to provide MAG with photocopies of the records, and the Contractor shall pay for the costs of photocopying the records, or the Contractor shall deliver the originals to MAG at the Contractor's own expense.

   C. **Method for Destruction of Client Records.** If the contractor maintains any client records under this Contract, and if this Contract or MAG retention schedule indicates that such client records are to be destroyed after a certain period of time, the Contractor shall shred or burn the records to protect client confidentiality. In the case of electronic records, the Contractor shall use a technique of destroying the records that adequately prevents unauthorized persons from reading or accessing the records. If the Contractor is unsure whether a particular technique will adequately destroy the electronic records, the Contractor shall consult with MAG and its technical specialists before using that technique.

10. **GENERAL ACCESS TO THE CONTRACTOR'S RECORDS:** The Contractor shall provide DHS/MAG with ready access to any records produced or received by the Contractor in connection with the services or programs provided under this Contract, unless such access is expressly prohibited by state or federal law. The Contractor acknowledges that some of its records, including this Contract, may be available to the public and to the Contractor's clients pursuant to GRAMA and other state and federal laws, including the federal "Protection and Advocacy for Individuals with Mental Illness Act," 42 U.S.C §§□□ 10801 *et seq*. Therefore, upon receiving a request for records or information from any individual or entity other than DHS/MAG, the Contractor shall immediately notify MAG about the request. Except as otherwise directed by DHS/MAG or authorized by this Paragraph (5), the Contractor's non-governmental subcontractors and any Contractor or governmental subcontractor that lacks expertise in responding to GRAMA requests shall consult with DHS/MAG before responding to a record request to determine the appropriate response under this Contract and federal and state laws, including GRAMA. In such circumstances, if the requested records come within the scope of GRAMA and if DHS/MAG so requests, the Contractor shall deliver copies of the requested records to DHS/MAG, and allow DHS/MAG to respond directly to the records-request.

11. **AUDITORS' AND MONITORS' ACCESS TO THE CONTRACTOR'S RECORDS:** Upon request, the Contractor shall allow independent, state and federal auditors or contract reviewers to have access to any records related to this Contract, including all financial records (such as accounting records and supporting documentation) for audit review and inspection.

12. **MONITORING OF CONTRACTOR'S PERFORMANCE**: MAG shall have the right to monitor the Contractor's performance of all services under this Contract. Monitoring of Contractor's performance shall be at the complete discretion of MAG, who will rely on the criteria set forth in this Contract. Performance monitoring may include both announced and unannounced visits.

13. **CONTRACT RENEGOTIATIONS OR MODIFICATIONS**: The parties may amend, modify or supplement this Contract only by a written amendment signed by the parties and approved by MAG. The amendment shall be attached to the original signed copy of this Contract. MAG shall not pay for any services provided by the Contractor unless such payments are specifically authorized by this Contract or an approved written amendment to this Contract.

14. **CONTRACT TERMINATION**:

    A. **Right to Terminate Upon Thirty Days Notice.** Either party may terminate this Contract, with or without cause, in advance of the Contract's expiration date by giving the other party at least thirty (30) days written notice.

    B. **Immediate Termination.** In addition, if the Contractor's violation of this Contract creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows MAG to terminate the Contract immediately for a violation of that provision, MAG may terminate this Contract immediately by notifying the Contractor in writing.

    C. **Cooperative Efforts to Protect the Clients.** If either party elects to terminate this Contract, both parties will use their best efforts to provide for uninterrupted client services.

    D. **Processing Payments and Records Access After Termination.** Upon termination of the Contract, the parties shall use the financial and accounting arrangements set forth in this Contract to process the accounts and payments for any services that the Contractor rendered before the termination. In addition, the Contractor shall comply with the provisions of this Contract relating to the Contractor's record-keeping responsibilities, and shall ensure that the Contractor's staff properly maintains all records (including financial records and any client treatment records).

E. **Attorneys' Fees and Costs.** If either party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the action or failure to act of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.

F. **Remedies for Contractor's Violation.** The Contractor acknowledges that if the Contractor violates the terms of this Contract, MAG is entitled to avail itself of all available legal, equitable and statutory remedies, including money damages, injunctive relief and debarment as allowed by state and federal law.

15. **GRIEVANCE PROCEDURES**: The Contractor shall have a grievance procedure in place and shall notify MAG of any grievance submitted to the Contractor by any participant of the program covered by this Contract.

16. **REVIEW OF CONTRACTOR'S REPORTS AND BILLS:** All billings and reports submitted by the Contractor will be reviewed by MAG at MAG's discretion.

17. **STANDARD OPERATING PROCEDURE:** Contractor agrees to comply with MAG's Department of Aging and Family Services Standard Operating Procedure.

18. **LOBBYING:** If you are required to disclose lobbying activities and/or expenditures under 31 UCS Section 1352, complete a Disclosure of Lobbying Activities form, available upon request from MAG.

19. **CHANGE IN SENIOR CENTER DIRECTOR:** Contractor shall notify MAG of the vacancy in the Center Director's position.

20. **CITING MAG IN ADVERTISING:** In all written and oral discussions or advertising for the programs covered by this contract (including all brochures, flyers, informational materials, interviews and talk shows), the CONTRACTOR shall acknowledge that MAG and the Department of Human Services provided for the programs.

21. **TRAINING**: The Center staff shall attend an annual training meeting if offered by MAG.

PART II: DESCRIPTION OF SERVICES AND ADDITIONAL CONDITIONS – UTAH COUNTY CENTER

1. **POPULATION TO BE SERVED**:
For Older Americans Act services: Individuals 60 years of age and older (including spouses of any age of such individuals) with social and/or economic need, targeting low income minorities.

2. **METHODS OF PROVISION**:
Services shall be provided as specified below. A unit of service is described hereafter for each service, and shall form the basis for payment and evaluation by MAG.

3. **SPECIFIC SERVICES**:

SERVICE CODE	SERVICE NAME	DESCRIPTION	UNIT OF SERVICE
CMM	Congregate Meals Site Management	All activities that are connected to the overall management of the meals site, including, but not limited to, supervision of kitchen staff, preparation of meal site, and the serving of meals.	1 UNIT = 1 DAY 1 UNIT = 1 MEAL SERVED

4. **FOCAL POINT OBLIGATION**: The Contractor agrees, whenever it has been designated by MAG in the approved area plan as a focal point as defined by the Older Americans Act or pursuant to Federal rules, that it will perform all focal point tasks for its designated community required by MAG, with special emphasis on establishing linkages with, and coordinating in behalf of, the older residents of its community, all services available for such older persons.

5. **SPECIAL MEAL CONSIDERATIONS**: The Contractor agrees, whenever it is under contract to provide meal service to eligible older persons, that it will offer meals on the same basis as they are provided to elderly recipients, to individuals providing volunteer services during the meal hours and to individuals with disabilities who reside at home with and accompany older individuals who are eligible under the Older Americans Act.

6. **IMPOSITION OF FEES**: The CONTRACTOR will not impose any fees upon client given services under this contract except as authorized by MAG.

7. **COMPLIANCE WITH OLDER AMERICANS ACT:** CONTRACTOR will comply with all provisions of Public Law 89-73, Older Americans Act of 1965 with all amendments thereto that have been passed into law, and with responsibilities of service providers required by Public Law 100-175, Older Americans Act Amendments of 1987 and 1992, as specified hereafter, and shall:

   (a) Provide the area agency, in a timely manner, with statistical and other information which the area agency requires in order to meet its planning coordination, evaluation and reporting requirements established by the State;

(b) Specify in the space immediately below how the provider intends to satisfy the service needs of older low income minority and older persons residing in rural areas:

_____

_____

_____

_____

_____

(c) Provide recipients with an opportunity to contribute to the cost of the service;

(d) With the consent of the older person, or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger;

(e) Where feasible and appropriate make arrangements for the availability of services to older persons in weather related emergencies;

(f) Assist participants in taking advantage of benefits under other programs;

(g) Assure that all services funded hereunder are coordinated with other appropriate services in the community and that these services do not constitute an unnecessary duplication of services provided by other sources; and

(h) Comply with all policies, procedures and/or directives addressing service providers and subcontractors and specified within the current Standard Operating Procedures Manual of the MAG Department of Aging and Family Services, and any additions, revisions or deletions thereto as notified by MAG.

8. **OPPORTUNITY FOR CONTRIBUTION:** Contractor shall (a) Provide each older person with an opportunity to contribute voluntarily to the cost of the service; (b) Protect the privacy of each older person with respect to his or her contributions; (c) Establish appropriate procedures to safeguard and account for all contributions; (d) Use all supportive services contributions only to expand the services provided under this part; and (e) Use all nutrition services contributions only to expand services as provided under section 307(a)(13)(C)(ii) of the Older Americans Act; and (f) Comply with MAG policies relative to settling and handling of suggested contribution amounts. Contractor may not deny any older person a service because the older person will not or cannot contribute to the cost of the service.

9. **PRIORITY OF SERVICE:** Persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of services under this contract.

10. **THE SPOUSE** of the older person regardless of age or condition may received a home-delivered meal if, according to criteria determined by MAG, receipt of the meal is in the best interest of the homebound older person.

PART III: CONTRACT COSTS, BILLING AND PAYMENT INFORMATION

1. **CONTRACTOR'S SPECIFICS:**

   a. Billing name and address of the Contractor:
   Eagle Mountain City Hall
   1650 E Stagecoach Run
   Eagle Mountain, UT 84005

   b. Address/location where the services will be provided:
   Eagle Mountain Senior Center
   1680 E Heritage Drive
   Eagle Mountain, UT 84005

2. **CONTRACT PAYMENT:** MAG agrees to reimburse the Contractor in accordance with following table, upon receipt of itemized billing for approved service activities given and supported by information contained on reimbursement forms supplied by MAG. The line item allocations for services under this Contract are specified in the following table:

SERVICE CATEGORY	UNITS	RATE	MAG	LOCAL MATCH	TOTAL
Information & Assistance	30	.75/each	$22.50	$15.08	$37.58
Meals Site Management	110	$25.00/Day	$ 2,750.00	$ 900.00	$ 3,650.00
Meals Provided	3,400	.30/Meal	$ 1,020.00	$ 292.50	$ 1,312.50
TOTAL			$3,792.50	$ 1,207.58	$ 5,000.08

   If the Contractor experiences a shortfall in operating revenues due to a decline in the number of meals served, the Contractor may request a one-time adjustment to the reimbursement rates through contract amendment. MAG will consider such adjustment based on balance of contract and available revenues.

3. **METHOD AND SOURCE OF PAYMENTS TO THE CONTRACTOR:** To obtain payment for the services provided under this Contract, the Contractor shall submit to MAG, on a monthly basis, an itemized billing for its authorized services, together with supporting documentation. The Contractor shall bill MAG only for actual costs allowable under the federal and DHS cost principles referred to in Part IV ("Cost Accounting Principles and Financial Reports"), and the Contractor shall maintain records that adequately support the allowability of these costs.

4. **BILLING DEADLINES:** The Contractor shall submit all billings and claims for services rendered during a given billing period within TEN (10) days after the last date of that billing period. All final billings under a contract must be received within TEN (10) days of termination of the contract, regardless of the billing period. If the Contractor fails to meet these deadlines, MAG may deny payment for such delayed billings or claims for services.

   MAG's Fiscal Year is from July 1 through June 30. The Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 10th of the following fiscal year, regardless of the termination date of the contract. MAG may delay or deny payment for services performed in a given fiscal year if it receives the Contractor's billing for those services later than July 10th of the following fiscal year.

5. **NON-FEDERAL MATCH:** For those contracts requiring a non-federal match, that match shall comply with the provisions of Title 45 of the Code of Federal Regulations, Part 74, Sub-part G.

6. **OVERPAYMENTS, AUDIT EXCEPTIONS AND DISALLOWANCES:** If an independent CPA audit or a fiscal review by DHS/MAG determines that MAG has over-paid the Contractor for services under this Contract because: (a) the Contractor's expenditures under this Contract are ineligible for reimbursement as they were not authorized by this Contract; or (b) the Contractor's expenditures are inadequately documented, the Contractor shall immediately refund such excess payments to MAG upon written request. Furthermore, MAG shall have the right to withhold any or all subsequent payments under this or other contracts with the Contractor until MAG fully recoups any overpayments made to the Contractor.

7. **PAYMENT WITHHOLDING:** MAG may withhold funds from the Contractor for contract non-compliance, failure to comply with MAG directives regarding the use of public funds, misuse of public funds or monies, or failure to comply with state and federal law or policy in the Contractor's subcontracts with private providers. If an audit finding or judicial determination is made that the Contractor or its subcontractor misused public funds, MAG may also withhold funds otherwise allocated to the Contractor to cover the costs of any audits, attorney's fees and other expenses associated with reviewing the Contractor's or the subcontractor's expenditure of public funds. MAG shall give the Contractor prior written notice that the payment(s) will be withheld. The notice shall specify the reasons for such withholding and the actions that the Contractor must take to bring about the release of any amounts withheld.

8. **SENIOR MEAL DONATIONS:** The Contractor shall remit all senior meal and supplemental liquid meal donations to MAG on a monthly basis.

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **AUGUST 4, 2020**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Agreement between Eagle Mountain City, the City of Saratoga Springs, and Utah County for Substance Misuse Prevention Services and Communities That Care Prevention Model.
ITEM TYPE:	Resolution
FISCAL IMPACT:	$5,000
APPLICANT:	

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Linda Peterson, Admin

PRESENTED BY:
Linda Peterson

RECOMMENDATION:
Staff recommends that the City Council approves an Interlocal Agreement between Eagle Mountain City, the City of Saratoga Springs, and Utah County for substance misuse prevention services and Communities That Care prevention model.

BACKGROUND:
The City of Saratoga Springs initiated this agreement to better define their city's processes related to Communities That Care as they directly supervise the program coordinator. All three entities share a desire to improve communication regarding the objectives and goals of the program, as well as a more specific reporting and information sharing process so that everyone is aware of what is happening with the program and the needs in our communities.

The annual budget contribution for Eagle Mountain City and Saratoga Springs does not change. Utah County has increased their contribution by $1,000.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

RES--Interlocal Agreement between EMC, Saratoga Springs, and Utah County - Communities that Care

Interlocal Agreement - Communities that Care

RESOLUTION NO. R- -2020

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AN INTERLOCAL AGREEMENT BETWEEN EAGLE MOUNTAIN CITY, CITY OF SARATOGA SPRINGS, AND UTAH COUNTY FOR SUBSTANCE MISUSE PREVENTION SERVICES AND COMMUNITIES THAT CARE PREVENTION MODEL

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Interlocal Agreement between Eagle Mountain City, City of Saratoga Springs, and Utah County for Substance Misuse Prevention Services and Communities that Care Prevention Model, 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 Agreement between Eagle Mountain City, City of Saratoga Springs, and Utah County for Substance Misuse Prevention Services and Communities that Care Prevention Model, as set forth in Exhibit A.

2. The Interlocal Agreement between Eagle Mountain City, City of Saratoga Springs, and Utah County for Substance Misuse Prevention Services and Communities that Care Prevention Model 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 4th day of August, 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 4th day of August, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____

Fionnuala B. Kofoed, MMC
City Recorder

Posted to City bulletin boards on _____by _____.

Exhibit A

Agreement No. 2020 - _____

INTERLOCAL COOPERATION AGREEMENT WITH SARATOGA SPRINGS CITY AND EAGLE MOUNTAIN CITY FOR SUBSTANCE MISUSE PREVENTION SERVICES AND COMMUNTIES THAT CARE PREVENTION MODEL

THIS AGREEMENT, made and entered into this ____day of _____ 2020, by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, by and through the Utah County Health Department, 151 South University Avenue, Suite 3200, Provo, Utah 84601, the municipality of, EAGLE MOUNTAIN, 1650 Stagecoach Run, Eagle Mountain, UT 84005, and the municipality of, SARATOGA SPRINGS CITY, 1307 North Commerce Drive, #200, Saratoga Springs, Utah, 84045, a municipal corporation and a political subdivision of the State of Utah.

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, were authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, Utah County, Eagle Mountain City, and Saratoga Springs City, within Utah County, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Interlocal Cooperative Agreement for joint or cooperative action.

NOW THEREFORE, in consideration of the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Effective Date; Duration.

This Agreement shall become effective July 1, 2020 and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by a majority of the governing bodies of all of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from July 1, 2020 hereof until June 30, 2021. This Interlocal Cooperation 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, the Eagle Mountain City Attorney, and the Saratoga Springs City Attorney. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. Administration of Interlocal Cooperation Agreement.

The parties to this Agreement do not contemplate nor intend to establish an Interlocal entity under the terms of this Interlocal Cooperation Agreement. The parties do agree that,

pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, that Utah County shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties.

Section 3. Purposes

This Agreement is established for the following purposes:

a. To coordinate with Saratoga Springs City to employ a part-time (20 hours per week, 52 weeks per year) Communities that Care (CTC) Coordinator and provide technical support to maintain the CTC prevention model within Saratoga Springs City and Eagle Mountain City.

b. To provide funding to Saratoga Springs City to employ a CTC coordinator as follows: Utah County will provide Saratoga Springs City with fourteen thousand dollars ($14,000.00) for the CTC Coordinator position/costs and four thousand dollars ($4,000.00) for coalition capacity building for the period of July 1, 2020 through June 30, 2021. Saratoga Springs City will provide a yearly minimum match of five thousand dollars ($5,000.00) if approved by the annual Saratoga Springs City Council budget process. Eagle Mountain City will provide a yearly minimum match of five thousand dollars ($5,000.00) if approved by the annual Eagle Mountain City Council budget process.

c. To maintain and increase capacity of the Communities that Care system within Saratoga Springs City and Eagle Mountain City and to work with Utah County Health Department to ensure the CTC model is being implemented with fidelity through the five phases of CTC as referenced in this hyperlink: http://www.communitiesthatcare.net/.

d. To reduce youth problem behaviors as found in the Hawkins and Catalano Risk and Protective Factor Model.

Section 4. Manner of Financing.

This Interlocal Cooperation Agreement and the joint, cooperative actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Interlocal Cooperation Agreement. The funds provided are primarily to be used for:

1. CTC coordinator position costs/salary.
2. Trainings associated with coalition coordinator and coalition members for approved travel costs.
3. Any additional prevention activities as described in the CTC model or community action plan pending approval from Utah County Health Department.

Section 5. Coalition Capacity Building Funding

The funds appropriated for coalition capacity building can be used for the following:

1. CTC coalition training costs directly related to benchmarks and action plans.
   a. CTC module trainings
   b. State CTC trainings
   c. Food/mileage/supplies

2. Travel/Training, including but not limited to Utah Fall Substance Abuse Conference

and National Prevention Network Conference for coordinator and coalition members
   a. Mileage, airfare, per diem, registration, lodging and transportation

3. Town hall/community education events
   a. Advertising, food and recognition awards, coalition needs

4. Workgroup activities
   a. Evaluation contract
   b. Data collection
   c. Meeting costs

5. Minor equipment under $600.00

Section 6. Interlocal Requirements

1. The liaison for the City of Saratoga Springs shall perform the supervisory role over the CTC Coordinator position.
2. The City of Saratoga Springs shall perform payroll for the CTC Coordinator.
3. The City of Saratoga Springs shall calculate costs and invoice the program for performing managerial and administrative tasks related to payroll and accounts payable.
4. Organize an annual coordination meeting, consisting of the Saratoga Springs and Eagle Mountain liaisons, the County Prevention Coordinator and the CTC Coordinator.
5. Provide annual training resources for the Saratoga Springs and Eagle Mountain liaisons.
6. Complete and provide all meeting minutes, third-party data and program reports related to the CTC program to the Saratoga Springs and Eagle Mountain liaisons.
7. Establish, implement and evaluate a CTC Annual Plan and Goals for Eagle Mountain/Saratoga Springs programs.
8. Present the prior year annual report to the Saratoga Springs and Eagle Mountain City Councils, and obtain approval from both elected bodies of the upcoming year annual plan.
9. Present a mid-year report to the Saratoga Springs and Eagle Mountain City Councils on program progress and completed benchmarks.
10. CTC Coordinator shall attend state/county CTC trainings as prioritized by the Utah County Health Department and Coordinator, and provide the Saratoga Springs and Eagle Mountain liaisons with an annual schedule of conferences and trainings.
11. CTC Coordinator shall attend regular coordination meetings with the Saratoga Springs and Eagle Mountain liaisons, as well as other related coordination meetings.
12. Incorporate CTC benchmarks and phases as foundation of fidelity.
13. Develop and use by-laws and organizational structure to direct coalition.
14. Billings and claims for covered services must be submitted by the **20th of each month**. Billings and claims received by the 20th will reflect requested reimbursements for the previous month**. Final year-end billings must be submitted on or before July 10th**. Billings and claims for final payments received after **July 10, 2021** will not be considered for payment.
15. An annual narrative report (1 page) identifying completed benchmarks and current status of action plan due June 30, 2021, provided to Utah County Health Department, Eagle Mountain and Saratoga Springs cities.

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Section 7. CTC Coordinator Annual Evaluation

1. The liaison for the City of Saratoga Springs shall conduct an annual review and professional goal setting with the CTC coordinator, adhering to the City of Saratoga Springs's standardized employee evaluation, after obtaining feedback from the Eagle Mountain liaison and the County liaison.
2. The CTC Coordinator is eligible for up to an annual 5% increase that shall be funded by the annual contributions of each of the respective participating parties.
3. An annual review of the CTC Coordinator position shall be conducted by Saratoga Spring City.

Section 8. Property Used in Joint and Cooperative Undertaking.

There will be no real or personal property acquired, held, and used pursuant to this Interlocal Cooperation Agreement.

Section 8. Methods of Termination.

This Interlocal Cooperative Agreement shall automatically terminate at the end of its term herein pursuant to the parameters of Section 1 of this Agreement. The parties to this Agreement may also withdraw from participation herein by giving at least thirty days' notice to each of the other party to this Agreement. Any notice of termination or notice of withdrawal shall be served upon each of the parties to this Agreement.

Section 9. Indemnification.

All parties are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101, et seq., as amended. By entering into this Agreement, neither party waives by this Agreement any defenses or limits of liability available under the Governmental Immunity Act of Utah, or any other applicable federal, state, or common law. Nothing in this Agreement shall be construed as an assumption of any duty for the benefit of any third-party. Subject to, and without waiving any immunities under applicable federal, state, or common law, including those described above, each party shall assume and retain liability and responsibility for the claims, losses, damages, injuries, or other liabilities arising out of the acts, omissions, or negligence of its own officers, employees, agents, and contractors in an amount not to exceed the damage limits in Utah Code Ann., Section 63G-7-604, as amended.

Section 10. Filing of Interlocal Cooperation Agreement.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County, and with the official keeper of Saratoga Springs City records, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 11. Adoption Requirements.

This Interlocal Cooperation Agreement shall be (a) approved by the executive body or officer 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 12. Agreements.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by a resolution of the legislative 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 13. Severability.

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation 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 Interlocal Cooperation Agreement unenforceable.

Section 14. Governing Law.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section15. Committees.

The parties may establish from time to time such committees as shall be deemed appropriate and necessary.

Section 16. Headings.

Section headings are for convenience of reference only and shall not be considered any interpretation of the Interlocal Cooperation Agreement.

Section 17. Entire Agreement.

This Interlocal Cooperation Agreement contains the entire agreement of the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties to it.

Section 18. Execution by Counterparts.

This Interlocal Cooperation Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with Utah County.

Section 19. Sub-recipient Requirements.

By virtue of terms and conditions of the Federal Substance Abuse Prevention and Treatment block grant that funds the services purchased through this Agreement, Saratoga Springs City becomes a sub-recipient of the federal grant.

CFDA #: 93.959

As Saratoga Springs City is a Sub-recipient of the grant monies, and as such, shall have no authorization, express or implied, to bind Utah County to any agreements, settlements, liability, or

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understanding whatsoever, and agrees not to perform any acts as agent for the County, except as herein expressly set forth. The Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the County for these contract services. Persons employed by the County and acting under the direction of the County or shall not be deemed to be employees or agents of Independent Contractor.

a) All Saratoga Springs City records with respect to any matters covered by this Agreement shall be made available to the County, DSAMH and the Comptroller General of the United States or any of their authorized representatives

b) Failure of the Saratoga Springs city to comply with the above requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

c) In accordance with OMB Circular A-133, *Audits of State, Local Governments and Non-Profit Organizations*, state and local governments or non-profit organizations that expend $500,000 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, Utah County, Department of Drug and Alcohol Prevention and Treatment, any pass-thru entity and/or the General Accounting Office

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. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County and program administrator 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.

[Signatures on following page]

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WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement on the dates listed below:

Utah County Authorized by Resolution No. 2020-_____, authorized and passed on the _____ day of _____ 2020.

Saratoga Springs City Authorized by Resolution No. _____, authorized and passed on the _____ day of _____ 2020.

Eagle Mountain City Authorized by Resolution No. _____, authorized and passed on the _____ day of _____ 2020.

APPROVED AND ADOPTED this ___ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
Tanner Ainge Chairman Date

ATTEST:
AMELIA POWERS
Utah County Clerk/Auditor

By: _____
Deputy Date

APPROVED AS TO FORM:
DAVID LEAVITT
Utah County Attorney

By: _____
Deputy County Attorney Date

SARATOGA SPRINGS CITY

By: _____
Mayor Date

ATTEST:
By: _____
Saratoga Springs City Recorder Date

EAGLE MOUNTAIN CITY

By: _____
Mayor Date

ATTEST:
By: _____
Eagle Mountain City Recorder Date

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EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **AUGUST 4, 2020**

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Rezoning the Marketplace at Eagle Mountain Town Center Property to a Mix of Commercial Community, MF1, and MF2.
ITEM TYPE:	Rezone
FISCAL IMPACT:	
APPLICANT:	Bill Gaskill

GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**
Community Commercial	Commercial C-2 (Expired EM Properties MDA)	Approx. 39 Acres	South Town

PUBLIC HEARING:
No

PREPARED BY:
Steve Mumford, Planning

PRESENTED BY:
Steve Mumford (Assistant City Administrator & Community Development Director)

RECOMMENDATION:
A motion to approve may be made if the application complies with the rezone criteria found in the city code, along with conditions of approval that address areas of concern, which may include (but are not limited to) reasonable residential density limitations (see EMMC 17.90.070).

A motion to approve the rezone on a portion of the property or a modification to the requested rezone may be made if it complies with the rezone criteria found in the city code.

A motion to deny the rezone request may be made if the application doesn't comply with the rezone criteria. We do not recommend this action.

A motion to table may be made with specific directions to give an applicant time to fully comply with the rezone approval criteria found in the city code.

BACKGROUND:
UPDATE: After a public hearing and a lengthy discussion, this application was tabled by the City Council at the July 21st meeting with a request to bring back a development agreement and a concept plan for the residential area.

The approx. 39-acre Marketplace at Eagle Mountain Town Center project, to be located at the northwest corner of Pony Express Parkway and Eagle Mountain Boulevard, was reviewed by the Planning Commission in January and discussed by the City Council in February. The property was zoned Commercial C-2 in the Eagle Mountain Properties Master Development Plan. The master development agreement for that project has expired, which means any vesting of specific uses for the property is also expired, since the uses were defined as part of the master development agreement. So, although the property owner disputes this claim (see attached letter), the applicant has submitted this rezone request to rezone to the Commercial Community, MF1, and MF2 zones.

The rezone request considered by the Planning Commission on June 9th was for Commercial Community and MF2. The applicant has modified the proposal to change a portion of the multi-family area to MF1 instead (approx. 4.4 acres), since it will be located closer to existing homes in the Eagle Park neighborhood. See "Items for Consideration" section for details on these zones. The concept master site plan map also now includes a road connection into the existing road to the northwest (Raven Way) and reduced the size of the multi-family areas from about 11 acres down to 9 acres (not counting the large stormwater retention pond area, which is being reconfigured).

ITEMS FOR CONSIDERATION:

GENERAL PLAN / FUTURE LAND USE MAP

This property is designated as Community Commercial on the City's Future Land Use and Transportation Corridors map. The General Plan states that Community Commercial is *"small to medium sized commercial clusters with a variety of office, retail, and professional services. Residential units may be an accessory use to any of these types of commercial development, but may not be a stand-alone development in these areas. Located near or along major transportation hubs and/or corridors. Serves up to 2.5 mile radius/network."* (General Plan pg 53)

The Commercial Community zone in this location clearly complies with the General Plan. The MF2 and MF1 zones, if seen as an accessory use to the commercial in this location (depending on the size, density, etc.), could be considered appropriate as well. The

Council could also consider that the MF2 and MF1 zones may only be appropriate in the Neighborhood Residential Three land use category, and can require a General Plan Amendment, if necessary (EMMC 17.25.020).

COMMERCIAL COMMUNITY ZONE (EMMC 17.35.020B)
The Commercial Community zone is intended to provide areas of commercial retail, office, and services located near transportation hubs and major intersections and designed to buffer neighboring residential areas. Developments should incorporate coordinated circulation, architecture, and landscaping, and a balance of uses oriented to local residents and passing motorists. This location appears to be an excellent fit for this zone.

MF1 ZONE (EMMC 17.25.020E2)

The MF1 zone is for "footprint" single-family homes (not on fee simple lots; sometimes defined as patio homes), twin homes, duplexes, triplexes, and townhomes with no more than six units per building, with common/shared open space between buildings, and a homeowners' association that maintains the open space. The maximum density is 10 dwelling units per acre.

MF2 ZONE (EMMC 17.25.020F1)
The MF2 zone is for townhomes, condominiums, and apartments with no more than 12 units per building. Developments in this zone should be within immediate walking distance of a park, retail/office development, transit facilities, or adjacent to major roadways or intersections. The maximum density is 20 dwelling units per acre.
This area appears to be within walking distance of a couple of parks, adjacent to retail/office development, and adjacent to a major intersection of two major roads (minor arterials).

REZONE APPROVAL CRITERIA (EMMC 17.90.060)
The following are the approval criteria in the City Code in relation to rezone applications:

(A) Compliance with General Plan

The requested zones are consistent with the land uses shown on the general plan's future land use and transportation corridor map, and comply with the policies and provisions of the City General Plan.

(B) Compatibility Determination

The proposed uses and densities will be reasonably compatible with adjacent land uses and the pattern of proposed uses and densities will appropriately buffer potentially incompatible uses from others based on the assumption that the proposed uses and densities will comply with this title, including the performance standards designed to help ensure land compatibility.

(C) City Services

The proposed use can be accommodated with public services and will not overburden the City's service capacity.

(D) Traffic Generation

Traffic generation by the proposed use is within capabilities of streets serving the property.

(E) Property Values

The proposed use is not expected to have a significant negative impact on surrounding property values.

EMMC 17.90.070 states that *"In order to ensure that future development is compatible with surrounding neighborhoods, and to provide notice to property owners of limitations and requirements for development of property, conditions may be attached to any rezone application approval which restrict or specifically designate the land uses, dwelling unit density, building square footage, lot sizes, or height of structures."*

REQUIRED FINDINGS:

A rezone is a legislative decision and is considered valid if reasonably debatable and not illegal. The criteria for approval for a

rezone are listed in EMMC 17.90.060 and in this report.

PLANNING COMMISSION ACTION/RECOMMENDATION:
On June 9th the Planning Commission held a public hearing and discussed this proposal. One email from a resident was reviewed during the public hearing, which expressed concern regarding the development of multifamily in the area and the resulting increase to traffic and was in favor of the commercial development. Commissioners expressed concern related to the proposed density of the multi-family area in this location (quite a bit higher than previously proposed), as well as a desire to connect a road to the neighborhoods to the northwest. They also discussed whether the multi-family area would be feasible for commercial use in the future. See the attached meeting minutes (pages 10-12) for more details.

Ultimately the Planning Commission voted (4-0, 1 absent) to recommend approval to the City Council of the proposed rezone, rezoning the entire project to Community Commercial (rather than the requested MF2 zoning).

The applicant has made adjustments to the proposal in response to the Commission's concerns. See earlier sections of this report for more details.

ATTACHMENTS:

Zoning Letter from Property Owner
Legal Description & Zoning Statement (pre-PC mtg)
Master Site Plan / Zoning Map
MVR & EM Properties MDP Map
Future Land Use Map 2-2020
06.09.2020 Planning Commission Minutes - Marketplace at Town Center
18-180 Zoning Exhibit - Updated 7-20-2020
Marketplace at Eagle Mountain Town Center - Updated 7-20-2020
Marketplace at Town Center Presentation
ORD--Marketplace at Town Center Rezone

Monte Vista Ranch, L.C.

1754 E Cedar Trails Way
Eagle Mountain, Utah 84005

April 23, 2020

City of Eagle Mountain
Attn: Steve Mumford
1650 E Stagecoach Run
Eagle Mountain, Utah 84005

Re: Rezone Application

Dear Mr. Mumford:

Monte Vista Ranch, L.C. and its agents ("**Monte Vista**") are currently seeking preliminary plat approval from Eagle Mountain (the "**City**") for approximately 39.09 acres on the northwest corner of Eagle Mountain Boulevard and Pony Express Parkway (the "**Property**"). The requested preliminary plat approval for the Property is related to the commercial project Marketplace at Eagle Mountain Town Center. While going through this process, you have requested that a Rezone Application be filed for Property to change the zoning of the Property to a commercial zone.

Monte Vista will comply with the request to sign and submit the rezone application, to facilitate your amended processes and to move the project forward. However, the full intention of this letter is to record and establish that Monte Vista does not agree or concede that the Property is zoned as anything other than a commercial zone. By submitting the rezone application as requested by the City, Monte Vista does not waive any rights or claims in support of its position that the Property already has vested zoning rights for commercial use.

Respectfully,

Christine E. Giordano, Esq.

Acknowledged and Received By:

_____
Steve Mumford
Date: _____

Marketplace at Eagle Mountain Town Center

Legal Description
Parcel: 59:044:0082
Legal Description: COM N 570.74 FT & E 90.47 FT FR S 1/4 COR. SEC. 12, T6S, R2W, SLB&M.; N 18 DEG 55' 24" E 177.94 FT; N 18 DEG 55' 24" E 533.77 FT; S 88 DEG 57' 7" W 1703.74 FT; ALONG A CURVE TO L (CHORD BEARS: S 63 DEG 12' 8" E 482.96 FT, RADIUS = 9950.49 FT) ARC LENGTH = 483.01 FEET; ALONG A CURVE TO R (CHORD BEARS: N 6 DEG 32' 3" W 21.42 FT, RADIUS = 20 FT) ARC LENGTH = 22.60 FEET; N 25 DEG 50' 15" E 90.11 FT; ALONG A CURVE TO R (CHORD BEARS: N 70 DEG 18' 43" E 167.72 FT, RADIUS = 119.69 FT) ARC LENGTH = 185.83 FEET; ALONG A CURVE TO L (CHORD BEARS: S 65 DEG 27' 12" E 83.74 FT, RADIUS = 9725 FT) ARC LENGTH = 83.74 FEET; S 24 DEG 18' 0" W 226.45 FT; ALONG A CURVE TO L (CHORD BEARS: S 68 DEG 23' 48" E 929.07 FT, RADIUS = 9950.49 FT) ARC LENGTH = 929.41 FEET TO BEG TO BEG. AREA 12.888 AC.

Parcel: 59:044:0081
Legal Description: COM N 1243.99 FT & E 321.28 FT FR S 1/4 COR. SEC. 12, T6S, R2W, SLB&M.; N 18 DEG 55' 24" E 28.66 FT; ALONG A CURVE TO L (CHORD BEARS: N 10 DEG 0' 28" E 538.91 FT, RADIUS = 1749.46 FT) ARC LENGTH = 541.06 FEET; N 1 DEG 22' 57" E 9.64 FT; N 89 DEG 50' 58" W 25.78 FT; S 1 DEG 12' 23" W 9.72 FT; ALONG A CURVE TO R (CHORD BEARS: S 2 DEG 27' 33" W 76.53 FT, RADIUS = 1750 FT) ARC LENGTH = 76.54 FEET; W 391.09 FT; N 251.34 FT; S 89 DEG 57' 53" W 1199.87 FT; S 101.6 FT; E 305.8 FT; S 306 FT; W 306 FT; N 407.6 FT; S 89 DEG 57' 53" W 189.01 FT; S 1 DEG 21' 47" W 752.08 FT; ALONG A CURVE TO L (CHORD BEARS: S 61 DEG 44' 39" E 23.49 FT, RADIUS = 9950.49 FT) ARC LENGTH = 23.49 FEET; N 88 DEG 57' 7" E 1703.74 FT TO BEG. AREA 26.205 AC.

Marketplace at Eagle Mountain Town Center

Vicinity Map:

See attached vicinity map from Utah County Assessor.

Existing Conditions:

A property survey has been provided to the City as part of our master site plan approval.

Land Use Maps:

See updated master conceptual site plan.

Zoning Districts:

We are asking for a rezone to Commercial Community for the entire parcel.

In the past the property has been zoned Commercial within the Eagle Mountain Properties MDA. Recently the City has asked the landowner to rezone the property, as it claims that the prior MDA has expired and no under lying zoning rights are existing. The Property Owner disputes this claim, but is allowing us to move forward with the rezone request (see letter attached).

The rezone to Commercial Community is consistent with current future land use maps, and given the location of the property, should be a compatible land use for the property as it is located on the main intersection within the City, lending to a natural location for Commercial Community.

Osprey Way

Raven Way

EAGLE PARK SUBDIVISION PHASE 1

OPEN SPACE

N 89°58'07" E 1488.53'

737.80'

Potential Roadway

Storm Water Pacel
2.161 ac

MF1
4.442 ac

MF2
4.514 ac

Office A
6,000 sf
0.644 ac

222.18'

160.00'

S 22°11'53" E 177.09'

EAGLE PARK ENTRY ROAD

S 89°49'41" E 228.56'

ENCUMBRANCE EASEMENT

PARCEL 3
"TO CENTER WIDTH"

Office B
6,000 sf
0.934 ac

Retail Office C
6,000 sf Footprint
2 story
12,000 sf
0.781 ac

Retail Office D
6,000 sf Footprint
2 story
12,000 sf
0.827 ac

Pad A
6,000 sf
1.02 ac

Pad B
5,018 sf
1.01 ac

Pad C
7,200 sf
1.23 ac

Pad D
3,300 sf
1.08 ac

Pad E
4,118 sf
0.827 ac

Pad F
4,425 sf
1.51 ac

Retail A
3,900 sf
0.726 ac

Grocery
57,202 sf
5.841 ac

Building A
11,000 sf
1.010 ac

Building B
6,900 sf

Retail
7,200 sf

Commercial
3.513 ac

Retail
5,975 sf

Commercial
0.845 ac

Pad L
Tire Store
6,651 sf
1.264 ac

Pad K
7,200 sf
0.942 ac

Pad J
2,601 sf
0.856 ac

Pad I
2,800 sf

Pad H
2,400 sf

Pad G
2,800 sf
1.236 ac

20' Drainage Easement Per Autumn Ridge Phase 1

Proposed Trail

SUBDIVISION PHASE 1

AUTUMN RIDGE

P.O.S. C

N 1°21'47" E

Scale: 1" = 80'

80' 0 80' 160'

Δ = 18°01'18"
R = 1724.00'
L = 542.26'
LC = 540.03'
N 9°55'57" E

Δ = 0°04'34"
R = 9939.00'
L = 13.20'
LC = 13.20'
S 61°39'27" E

Δ = 2°55'26"
R = 9939.00'
L = 507.21'
LC = 507.16'
S 63°09'27" E

Street Light (typ)

Existing Right-of-Way

Proposed Street Widening

Δ = 1°04'41"
R = 9939.00'
L = 187.03'
LC = 187.02'
S 65°09'31" E

Eagle Mountain Boulevard

Fence, Landscape Screen or Berm Required Between Parking/Drive Aisles & Street

Δ = 4°40'34"
R = 9939.00'
L = 811.17'
LC = 810.94'
S 68°02'09" E

Pony Express Parkway

Δ = 90°40'58"
R = 90.00'
L = 142.44'
LC = 128.04'
N 64°17'05" E

Street Light (typ)

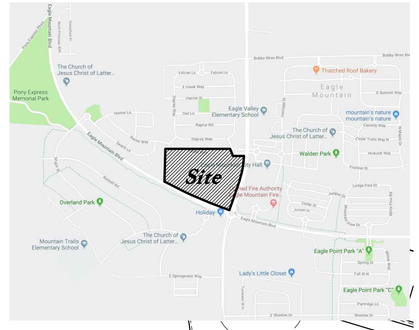
Fence, Landscape Screen or Berm Required Between Parking/Drive Aisles & Street

Existing Right-of-Way

Proposed Street Widening

122.0'
Eagle Mountain Boulevard Right-of-Way
61.0' Half Width | 61.0' Half Width
20.0' Parkstrip (including 8' path) | 2.5' C&G | 8.0' Parking | 12.0' Drive Lane | 12.0' Drive Lane | 13.0' Median | 12.0' Drive Lane | 12.0' Drive Lane | 8.0' Parking | 2.5' C&G | 20.0' Parkstrip (including 8' path)

152.0'
Pony Express Parkway Right-of-Way
76.0' Half Width | 76.0' Half Width
28.5' Parkstrip | 2.5' C&G | 12.0' Turn Lane/ Emergency | 12.0' Drive Lane | 12.0' Drive Lane | 18.0' Existing Median | 12.0' Drive Lane | 12.0' Drive Lane | 12.0' Turn Lane/ Emergency | 2.5' C&G | 28.5' Parkstrip



Vicinity Map
Not to Scale

REV	DATE	DESCRIPTION

Designed by: DA
Drafted by: DC
Client Name:
Inland Wasatch Group, LC

18-180 Master Site Plan

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 - AWAengineering.net

Master Site Plan

Marketplace at Eagle Mountain Town Center

Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

LICENSED PROFESSIONAL ENGINEER
NO. 265772
DAVID G. ANDERSON
STATE OF UTAH

30 Jun, 2020

SHEET NO.
C1.0

W:\18-180 Eagle Mountain City Center\dwgs\18-180 Master Site Plan.dwg, 6/30/2020 7:49:38 AM, 1:1, DC

RESIDENTIAL

MIXED-USE RESIDENTIAL /COMMERCIAL

PARKS & OPEN SPACE

AIRPARK

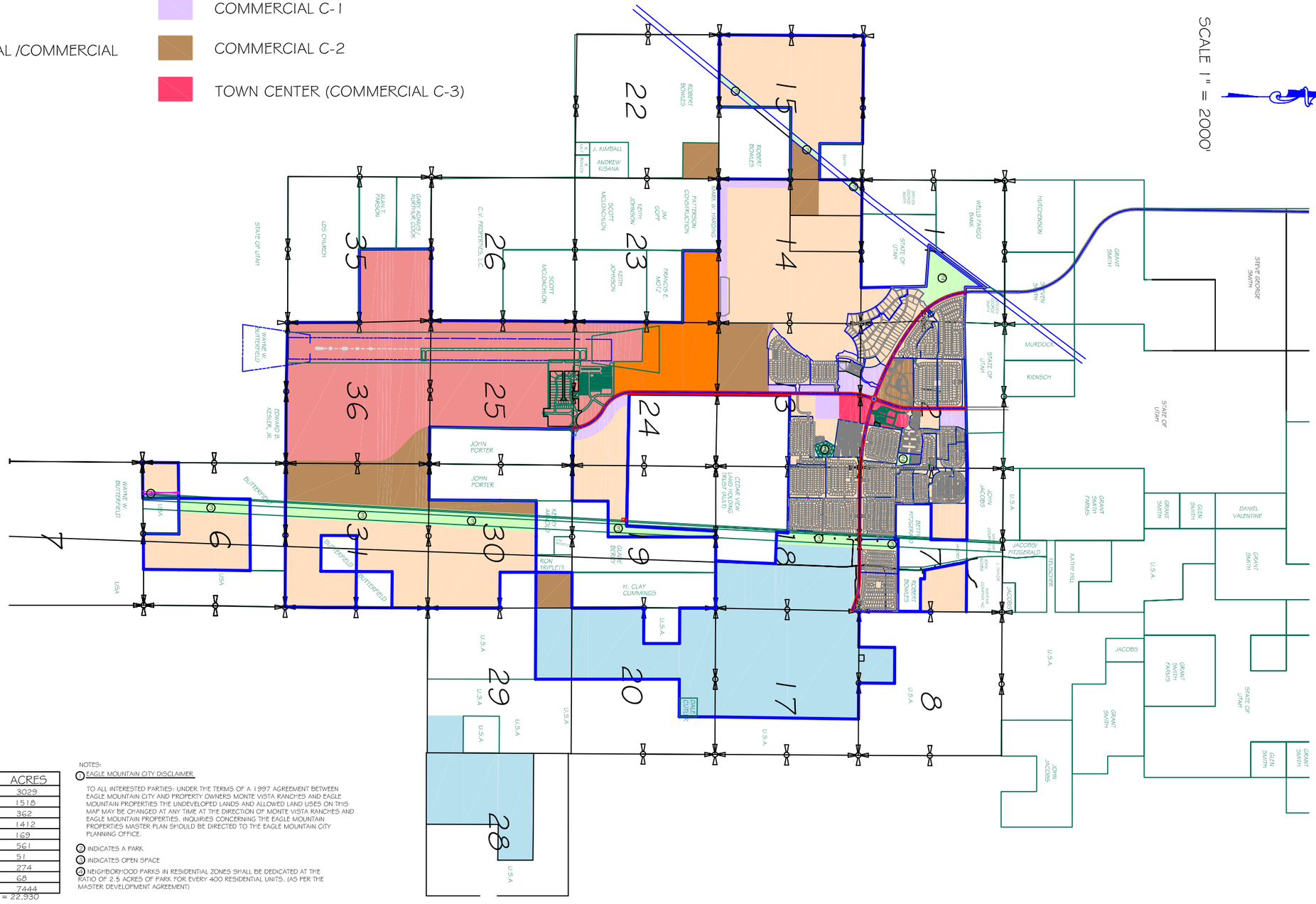
INDUSTRIAL

COMMERCIAL C-1

COMMERCIAL C-2

TOWN CENTER (COMMERCIAL C-3)

SCALE 1" = 2000'



	LAND USE	ACRES
	RESIDENTIAL	3029
	MIXED-USE RESIDENTIAL/COMMERCIAL	1518
	PARKS & OPEN SPACE	362
	AIRPARK	1412
	COMMERCIAL C-1	169
	COMMERCIAL C-2	561
	TOWN CENTER (COMMERCIAL C-3)	51
	INDUSTRIAL	274
	ROADS (EAGLE MNT. BLVD & SWEETWATER)	68
	TOTAL	7444

*** TOTAL APPROVED RESIDENTIAL UNITS = 22,930

NOTES:

1. EAGLE MOUNTAIN CITY DISCLAIMER

TO ALL INTERESTED PARTIES: UNDER THE TERMS OF A 1997 AGREEMENT BETWEEN EAGLE MOUNTAIN CITY AND PROPERTY OWNERS MONTE VISTA RANCHES AND EAGLE MOUNTAIN PROPERTIES THE UNDEVELOPED LANDS AND ALLOWED LAND USES ON THIS MAP MAY BE CHANGED AT ANY TIME AT THE DIRECTION OF MONTE VISTA RANCHES AND EAGLE MOUNTAIN PROPERTIES. INQUIRIES CONCERNING THE EAGLE MOUNTAIN PROPERTIES MASTER PLAN SHOULD BE DIRECTED TO THE EAGLE MOUNTAIN CITY PLANNING OFFICE.

(P) INDICATES A PARK

(O) INDICATES OPEN SPACE

(4) NEIGHBORHOOD PARKS IN RESIDENTIAL ZONES SHALL BE DEDICATED AT THE RATIO OF 2.5 ACRES OF PARK FOR EVERY 400 RESIDENTIAL UNITS. (AS PER THE MASTER DEVELOPMENT AGREEMENT)

MCM ENGINEERING, INC.

CIVIL / STRUCTURAL / LAND SURVEYING

Customer: MONTE VISTA RANCH/LEGENDS LAND & RANCH

Drawn by: SKF Approved by: MCM Project no.: 06006

Z:\06006 walden-masterplan amend\dwg\MASTERUPDATE.dwg 5/31/2007 2:56:22 PM MDT

REVISION DATE:	REVISED BY:	REVISION DESCRIPTION:
4-21-06	SKF	CHECKED/CHANGED ACREAGES
5-31-07	SKF	PLANNING COMMISSION RECOMMENDATIONS
12/6/07	SKF	EAGLE MOUNTAIN CITY REDLINES

PROJECT: MONTE VISTA RANCH, LC & EAGLE MOUNTAIN PROPERTIES,LLC - MASTER DEVELOPMENT- LAND USE MAP; EAGLE MOUNTAIN, UTAH

SHEET TITLE: 2006 AMENDMENT (PROPOSED IN 2006 APPROVED BY CC JUNE 19, 2007)

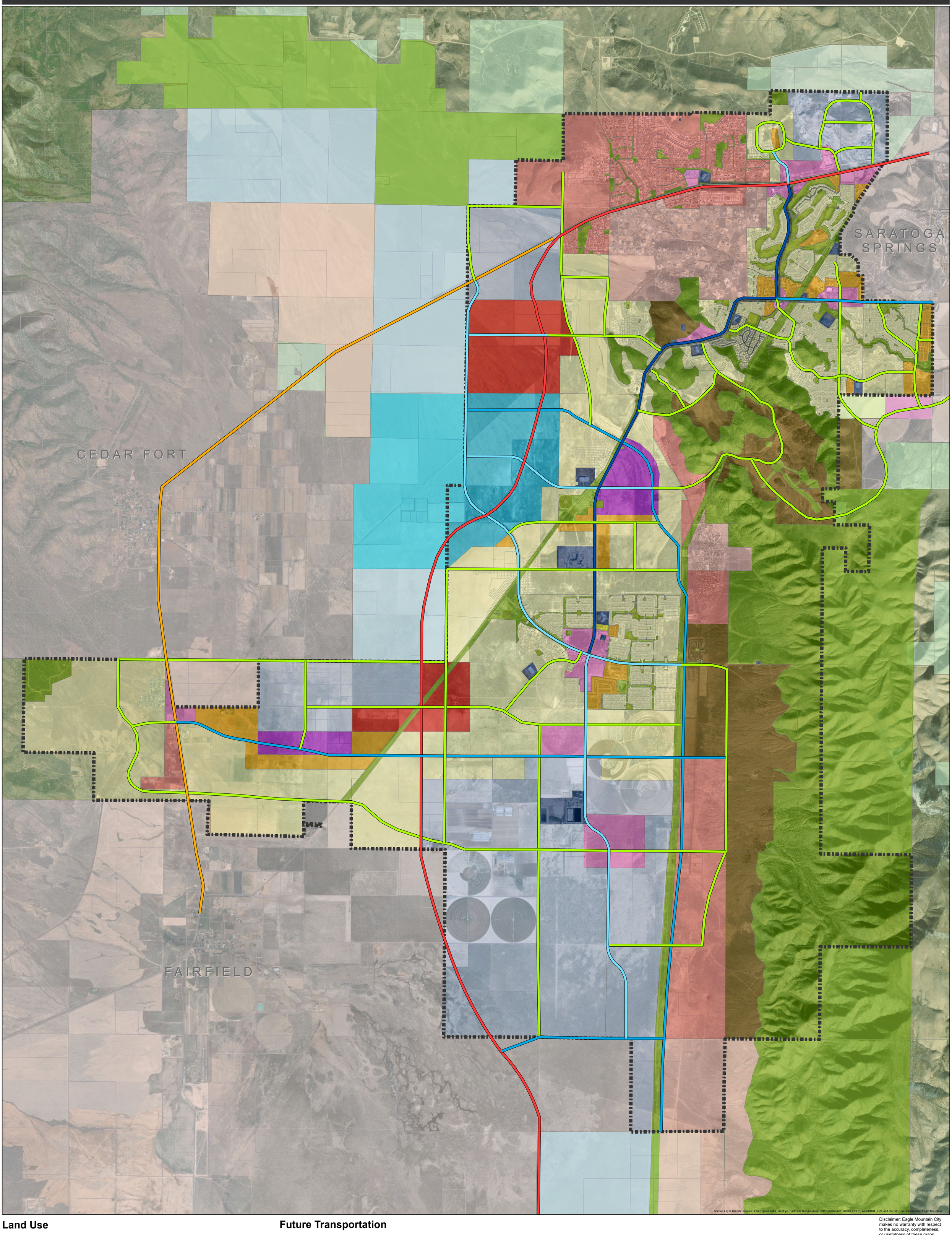
SHEET NO.: 1/1

P.O. BOX 159, HEBER CITY, UTAH 84032 (435) 654-0939 FAX (435) 654-3650

Future Land Use & Transportation

General Plan Map

January 2020



Land Use

- Foothill Residential
- Rural Density One
- Rural Density Two
- Neighborhood Residential One
- Neighborhood Residential Two
- Neighborhood Residential Three
- Community Commercial
- Town Center Mixed Use
- Regional Commercial
- Employment Center Campus
- Business Park/Light Industry
- Civic Uses and Schools
- Parks and Open Space

Future Transportation

- Freeway
- Highway
- Parkway
- Major Arterial
- Minor Arterial
- Collector

EAGLE MOUNTAIN

N W E S

0 0.5 1 2 Miles

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Eagle Mountain

Disclaimer: Eagle Mountain City makes no warranty with respect to the accuracy, completeness, or usefulness of these maps. Eagle Mountain City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these maps or any of the information contained herein. Portions may be copied for incidental uses, but may not be resold.

To all interested parties: Under the terms of a 1997 agreement between Eagle Mountain City and property owners Monte Vista Ranches and Eagle Mountain Properties, the undeveloped lands and allowed land uses within the Eagle Mountain Properties Master Development may be changed at any time at the direction of Monte Vista Ranches and Eagle Mountain Properties. Inquiries concerning the Eagle Mountain Properties Master Plan should be directed to Eagle Mountain Planning Office

Commissioner Wright explained the reason for the area he proposed for the industrial overlay approval was to allow the development of lot one and two and for the applicant to move forward to the City Council for feedback regarding the application. He expressed concern with approving the Sweetwater Industrial Overlay on any area within the City and stated the preference to apply the LMD or Industrial Zone at a future date once the zone has been approved with the desired standards for industrial development within the City.

MOTION: ***Commissioner Wright moved to recommend approval to the City Council of the Sweetwater Industrial Overlay Zone rezone for the following areas: lot 1, lot 2, the 32.24-acre development area, the 10.28-acre development area, and the 2.67-acre development area with the following conditions:***

1. ***Automobile sales and/or services shall be a permitted use;***
2. ***Convenience stores shall be a permitted use;***
3. ***Electronic data management businesses shall be a permitted use;***
4. ***Laundry and dry-cleaning establishments shall be prohibited;***
5. ***Manufactured homes developments shall be prohibited;***
6. ***Motels and hotels shall be prohibited;***
7. ***Other manufacturing businesses shall be a permitted use; and***
8. ***Restaurants and banks (with drive-through service facilities) shall be prohibited.***

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

Commissioner Wood recessed the meeting from 8:49 to 8:59 p.m.

7. Action Items: Marketplace at Eagle Mountain Town Center

7.A. PUBLIC HEARING -- Marketplace at Eagle Mountain Town Center (Rezone)

Mr. Mumford presented the item. The application was reviewed by the Planning Commission in January and discussed by the City Council in February. The property is located at the northwest corner of Pony Express Parkway and Eagle Mountain Boulevard and was zoned commercial C-2 in the Eagle Mountain Properties Master Development Plan. The master development agreement has expired. The applicant is requesting a rezone of approximately 27 acres to Commercial Community and approximately 14.5 acres to the Multifamily 2 Zone.

The property is designated as Community Commercial on the City's Future Land Use and Transportation Corridors map. Residential units may be an accessory use to any of these types of commercial development but may not be a stand-alone development in these areas. The Commercial Community zone in this location complies with the General Plan. The proposed Multifamily Two Zone, if seen as an accessory use to the commercial in this location, depending on the size, density, etc., could be considered appropriate as well.

The Commercial Community Zone is intended to provide areas of commercial retail, office, and services located near transportation hubs and major intersections and is designed to buffer

neighboring residential areas. The proposed Multifamily 2 area appears to be within walking distance of parks, adjacent to retail/office development, and adjacent to a major intersection of two major roads (minor arterials).

The requested zones are consistent with the land uses shown on the General Plan's Future Land Use and Transportation Corridor Map and comply with the policies and provisions of the General Plan. The proposed uses and densities will be reasonably compatible with adjacent land uses, and the pattern of proposed uses and densities will appropriately buffer potentially incompatible uses. The proposed use can be accommodated with public services and will not overburden the City's service capacity, and traffic generation by the proposed use is within capabilities of streets serving the property. The proposed use is not expected to have a significant negative impact on surrounding property values.

Commissioner Wood expressed concern regarding driving through the multifamily housing development to access the commercial locations due to no northern access to the Autumn Ridge subdivision.

Mr. Mumford stated 20 feet of improved landscape buffering along the property line between commercial and single-family lots or single-family to multifamily lots is required to meet the transitioning standards. He stated the west side of the project needs more open space in addition to the trail connection. He stated a preference for improved connectivity throughout the City; however, connectivity through neighborhoods to major roadways may increase traffic and raise concerns for residents. He stated the storm water parcel presents difficulties for road installation in the northwest corner of the project.

Applicant representative Bill Gaskill stated the applicant does not oppose a road connection to the northwest corner of the project; however, discussions with the City Council indicated a road was not desired in the area.

Commissioner Pengra inquired regarding the increase in high density acreage from the previously presented site plan.

Mr. Gaskill explained the addition of the road connection from the roundabout to Eagle Mountain Boulevard had been in response to feedback from the City Council and resulted in further redesign including the removal of the single-family units across the northern property line and the consolidation of the unusable acreage surrounding the storm drain pond. He stated the intention was to relocate, not increase the multifamily acreage.

Commissioner Wright stated favor for connectivity to the neighborhoods to the northwest of the property from Raven Way to Eagle Mountain Boulevard. He inquired regarding the volume of multifamily proposed for the project.

Mr. Gaskill indicated his expertise and focus is on the commercial properties. He said the Multifamily 2 zoning would be more appropriate for the location of the residential parcels. He explained he added the public road between the multifamily areas to prevent a large block of multifamily housing. He stated he has not calculated the density or designed a plan but is

considering townhomes for the location and indicated he would consult with a builder to determine the best housing type for the areas.

Mr. Gaskill explained in response to feedback from the previous meetings with the Planning Commission and the City Council, he discussed the project with his brokers and engineers and determined to create a business park environment. The area proposed for multifamily units is not visible from the main roadways. He said the owner of the property owns other land in the City with better visibility and viability for commercial property than the northwest portion of this property. The owner does not want to withhold more suitable commercial property from potential buyers in order to attempt to sell all the lots in this project, and the office environment is changing and experiencing demand setbacks due to the COVID-19 pandemic. He expressed the opinion that the land proposed for multifamily would not sell as office space and would remain undeveloped for a long period of time.

Commissioner Wood compared the layout to a similar location in Midvale, Utah, and stated the Midvale location has several layers of commercial properties in the area similar to that proposed for multifamily. He stated preference to delay development until commercial uses are found for the property instead of granting a rezone of a portion of the property to residential.

Commissioner Wood opened the public hearing at 9:28 p.m.

An email communication received from Reagan Peck expressed concern regarding the development of multifamily in the area and the resulting increase to traffic and stated favor for commercial development for the area.

Commissioner Wood closed the public hearing at 9:29 p.m.

Commissioner Pengra stated he understands the desire for multifamily units to compliment a commercial area. He said his calculations indicated the acreage for the multifamily discussed earlier had been relocated as opposed to increasing, but the density has increased. He stated although he does not object to higher density housing, the proposal for that many multifamily units to be ancillary to the retail space is not the best option for this area.

Commissioners Wright and Everett concurred with the preference to maintain the area as commercial zone.

MOTION: ***Commissioner Everett moved to recommend approval to the City Council of the Marketplace at Eagle Mountain Town Center rezone, rezoning the entire project to Community Commercial. Commissioner Wright seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Christopher Pengra. The motion passed with a unanimous vote.***

7.B. PUBLIC HEARING – Marketplace at Eagle Mountain Town Center (Master Site Plan and Preliminary Plat)

Mr. Mumford explained options regarding the item as the master site plan and preliminary plat are no longer relevant, because the residential portion was recommended to be excluded from approval during the previous motion.

Mr. Mumford presented the item for the benefit of the public. The application was reviewed by Planning Commission January 28, 2020 and was recommended for approval with conditions. Several significant changes have been made to the proposal to try and resolve concerns of the Planning Commission and City Council. This is an applicant-proposed commercial and multi-family project on approximately 39 acres located northwest of the large roundabout at Eagle Mountain Boulevard and Pony Express Parkway. This project includes a grocery store, grocery expansion area, several retail and office pad sites, a future commercial area, and approximately 12 acres of multi-family residential. The City is not responsible if, over time, the project is unable to service a possible user due to undersized utilities, roadways, or other infrastructure. If upgrades to such facilities are necessary, they will be borne solely by the applicant.

Commissioner Wood opened the public hearing at 9:50 p.m.

An email communication received from Reagan Peck expressed concern regarding the development of multifamily in the area and the resulting increase to traffic and stated favor for commercial development for the area.

Commissioner Wood closed the public hearing at 9:51 p.m.

Commissioner Wood suggested tabling the item to allow the applicant to receive feedback from the City Council regarding the rezone before moving forward with changes.

Applicant representative Bill Gaskill stated the site plan would not change if the entire property is rezoned to Community Commercial. He said he could not speak to whether the applicant would accept the rezone or not. Mr. Gaskill stated the only change to the site plan would be designating the multifamily residential area to future commercial.

Commissioner Wood stated should the design not change, concerns regarding connectivity issues in the northwest corner would need to be addressed.

Mr. Gaskill stated concerns regarding the connectivity could be addressed with a condition to allow for the site plan to move forward.

Commissioner Wood stated he would like to see the road connection to Raven Way and the lighting plan before making a recommendation regarding the site plan to the City Council.

Mr. Gaskill stated the lighting plan for the public right-of-way had been submitted that did not include the interior lighting.

Commissioner Wood clarified his preference to table the item is due to the connectivity to Raven Way and potential concerns could change depending upon whether residential or commercial developments were approved for the northwest area of the project.

Mr. Mumford stated the Planning Commission could condition the connectivity to Raven Way and the commercial development in lieu of the multifamily residential in the approval recommendation for the site plan. He stated he was worked extensively on the project and the applicant has been willing to connect to Raven Way and expressed the opinion the concerns could be addressed with this application to allow the project to move forward.

Commissioner Pengra stated the road connection to Raven Way is his only concern.

Commissioner Wright inquired regarding the difference in elevations between the grocery store and the other businesses. Mr. Gaskill stated the elevations were created before they received the elevations for the grocery store last week. He explained the grocery store is a cinderblock building and the material is not suitable for the smaller buildings. He expressed a willingness to revise the elevations to be more in harmony with the design of the anchor grocery store.

Commissioner Wright stated that in fairness to the applicant, the Planning Commission could move the application forward with conditions outlining their concerns.

Commissioner Everett stated his inclination was to table the application but expressed a willingness to move the application forward with conditions.

Commission Wood expressed concern that recommending an incomplete application to the City Council would not fulfil their responsibility as a Planning Commission.

Commissioner Pengra stated the site plan applies to the areas indicated on the site plan and the lighting plan and landscaping consistency could be included as a condition.

Commissioner Wright stated it perhaps would be better to see the road connections before moving the application forward.

Commissioner Pengra stated the Planning Commission did not express more valuable insight regarding road connectivity than staff and the City Council that would merit the delayal of the project and his concerns centered on the implementation of the connectivity as opposed to the design specifics of the road layout.

MOTION: ***Commissioner Wood moved to table the Marketplace at Eagle Mountain Town Center master site plan and preliminary plat until the rezone has been reviewed and decided upon by the City Council. Commissioner Everett seconded the motion. Those voting aye: Matthew Everett, Brett Wright, and Rich Wood. Those voting nay: Christopher Pengra. The motion carried with a vote of 3:1.***

Commissioner Wood directed the applicant to review connecting Raven Way to Eagle Point Entry Road and stated the Commission does not want to approve the master site plan until the rezone is finalized.

Osprey Way

Raven Way

EAGLE PARK SUBDIVISION PHASE 1

OPEN SPACE

N 89°58'07" E 1488.53'

737.80'

EAGLE PARK SUBDIVISION PHASE 1

ANTHEM RIDGE SUBDIVISION PHASE 1

F.O.S.C.

N 1°21'47" E

Potential Roadway

MF1
4.442 ac

Storm Water Parcel
2.161 ac

MF2
4.514 ac

Office A
6,000 sf
0.644 ac

S 22°11'53" E 177.09'

S 89°49'41" E 228.56'

EAGLE PARK ENTRY ROAD

EASEMENT AGREEMENT

TO BE USED AS "ENTRY FEATURE"

Office B
6,000 sf
0.934 ac

Retail Office C
6,000 sf
Restaurant
2 Story
12,000 sf
0.781 ac

Retail Office D
6,000 sf
Potential
2 Story
12,000 sf
0.827 ac

Pad A
6,000 sf
1.02 ac

Pad B
5,018 sf
1.01 ac

Pad C
3,200 sf
1.23 ac

Pad D
3,300 sf
1.08 ac

Pad E
4,118 sf
0.822 ac

Pad F
4,425 sf
1.51 ac

Retail A
3,900 sf
0.726 ac

Grocery
57,803 sf
5.241 ac

Building A
11,000 sf

Building B
6,400 sf

Commercial
3.513 ac

Retail
7,200 sf

Retail
7,200 sf

Retail
5,975 sf

Commercial
0.615 ac

Pad L
Tire Store
8,651 sf
1.264 ac

Pad K
1,200 sf
0.842 ac

Pad J
2,800 sf
0.856 ac

Pad I
5,400 sf
1.010 ac

Pad H
2,000 sf
1.236 ac

Pad G
2,000 sf

20' Drainage Easement Per Autumn Ridge Phase

Δ = 18°01'18"
R = 1724.00'
L = 542.26'
LC = 540.03'
N 9°55'57" E

Δ = 0°04'34"
R = 9939.00'
L = 13.20'
LC = 13.20'
S 61°39'27" E

Δ = 2°55'26"
R = 9939.00'
L = 507.21'
LC = 507.16'
S 63°09'27" E

Δ = 1°04'41"
R = 9939.00'
L = 187.03'
LC = 187.02'
S 65°09'31" E

Δ = 4°40'34"
R = 9939.00'
L = 811.17'
LC = 810.94'
S 68°02'09" E

Eagle Mountain Boulevard

Δ = 90°40'58"
R = 90.00'
L = 142.44'
LC = 128.04'
N 64°17'05" E

S 18°56'56" W 657.97'

Pony Express Parkway

Scale: 1" = 80'

80' 0 80' 160'

Legend

MF2 (13.014 ac)

Community Commercial (29.233 ac)

Site

Vicinity Map
Not to Scale

NO.	DESCRIPTION	DATE

Designed by: DA
Drafted by: DC
Client Name:
Inland Wasatch Group, LC

18-180 Zoning Exhibit

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 AWAengineering.net

Zoning Exhibit

Marketplace at Eagle Mountain Town Center

Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

LICENSED PROFESSIONAL ENGINEER
NO. 265772
DAVID G. ANDERSON
STATE OF UTAH

20 Jul, 2020

SHEET NO.
EX

J:\18-180 Eagle Mountain City Center\dwgs\18-180 Zoning Exhibit.dwg, 7/20/2020 6:40:15 AM, 1:1, DC

Marketplace at Eagle Mountain Town Center

Legal Description
Parcel: 59:044:0082
Legal Description: COM N 570.74 FT & E 90.47 FT FR S 1/4 COR. SEC. 12, T6S, R2W, SLB&M.; N 18 DEG 55' 24" E 177.94 FT; N 18 DEG 55' 24" E 533.77 FT; S 88 DEG 57' 7" W 1703.74 FT; ALONG A CURVE TO L (CHORD BEARS: S 63 DEG 12' 8" E 482.96 FT, RADIUS = 9950.49 FT) ARC LENGTH = 483.01 FEET; ALONG A CURVE TO R (CHORD BEARS: N 6 DEG 32' 3" W 21.42 FT, RADIUS = 20 FT) ARC LENGTH = 22.60 FEET; N 25 DEG 50' 15" E 90.11 FT; ALONG A CURVE TO R (CHORD BEARS: N 70 DEG 18' 43" E 167.72 FT, RADIUS = 119.69 FT) ARC LENGTH = 185.83 FEET; ALONG A CURVE TO L (CHORD BEARS: S 65 DEG 27' 12" E 83.74 FT, RADIUS = 9725 FT) ARC LENGTH = 83.74 FEET; S 24 DEG 18' 0" W 226.45 FT; ALONG A CURVE TO L (CHORD BEARS: S 68 DEG 23' 48" E 929.07 FT, RADIUS = 9950.49 FT) ARC LENGTH = 929.41 FEET TO BEG TO BEG. AREA 12.888 AC.

Parcel: 59:044:0081
Legal Description: COM N 1243.99 FT & E 321.28 FT FR S 1/4 COR. SEC. 12, T6S, R2W, SLB&M.; N 18 DEG 55' 24" E 28.66 FT; ALONG A CURVE TO L (CHORD BEARS: N 10 DEG 0' 28" E 538.91 FT, RADIUS = 1749.46 FT) ARC LENGTH = 541.06 FEET; N 1 DEG 22' 57" E 9.64 FT; N 89 DEG 50' 58" W 25.78 FT; S 1 DEG 12' 23" W 9.72 FT; ALONG A CURVE TO R (CHORD BEARS: S 2 DEG 27' 33" W 76.53 FT, RADIUS = 1750 FT) ARC LENGTH = 76.54 FEET; W 391.09 FT; N 251.34 FT; S 89 DEG 57' 53" W 1199.87 FT; S 101.6 FT; E 305.8 FT; S 306 FT; W 306 FT; N 407.6 FT; S 89 DEG 57' 53" W 189.01 FT; S 1 DEG 21' 47" W 752.08 FT; ALONG A CURVE TO L (CHORD BEARS: S 61 DEG 44' 39" E 23.49 FT, RADIUS = 9950.49 FT) ARC LENGTH = 23.49 FEET; N 88 DEG 57' 7" E 1703.74 FT TO BEG. AREA 26.205 AC.

Marketplace at Eagle Mountain Town Center

Vicinity Map:

See attached vicinity map from Utah County Assessor.

Existing Conditions:

A property survey has been provided to the City as part of our master site plan approval.

Land Use Maps:

See updated master conceptual site plan.

Zoning Districts:

We are asking for a rezone to Commercial Community for a portion of the property and to rezone portions to MF2 and MF1, as designated in the master site plan included with the application.

In the past the property has been zoned Commercial within the Eagle Mountain Properties MDA. Recently the City has asked the landowner to rezone the property, as it claims that the prior MDA has expired and no under lying zoning rights are existing. The Property Owner disputes this claim, but is allowing us to move forward with the rezone request (see letter attached).

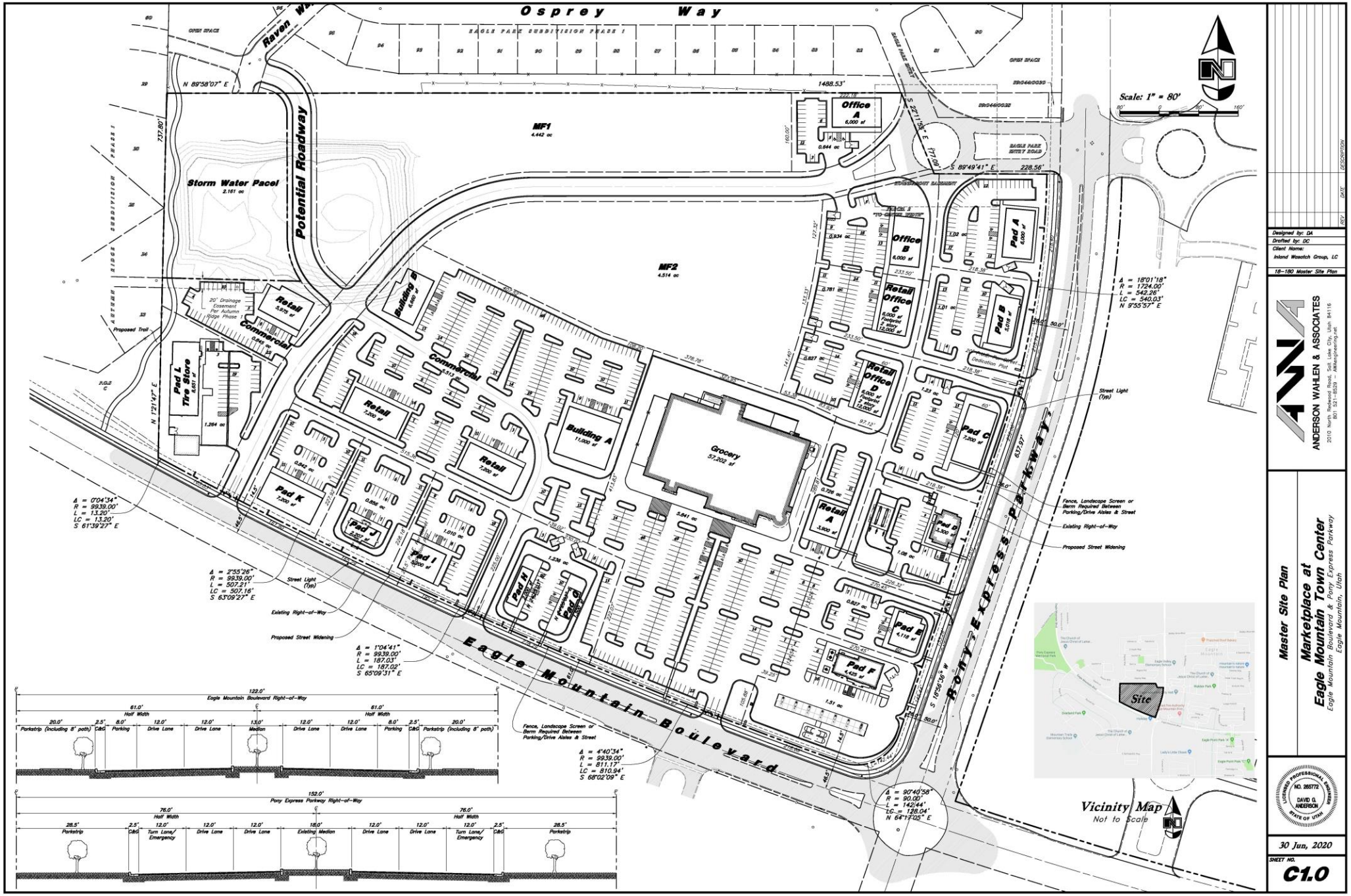
The rezone to Commercial Community and MF2/MF1 is consistent with current future land use maps. While the General Plan shows the property as Community Commercial, the description for Community Commercial in the General Plan states “Residential units may be an accessory use to any of these types of commercial development, but may not be a stand-alone development in these areas.”

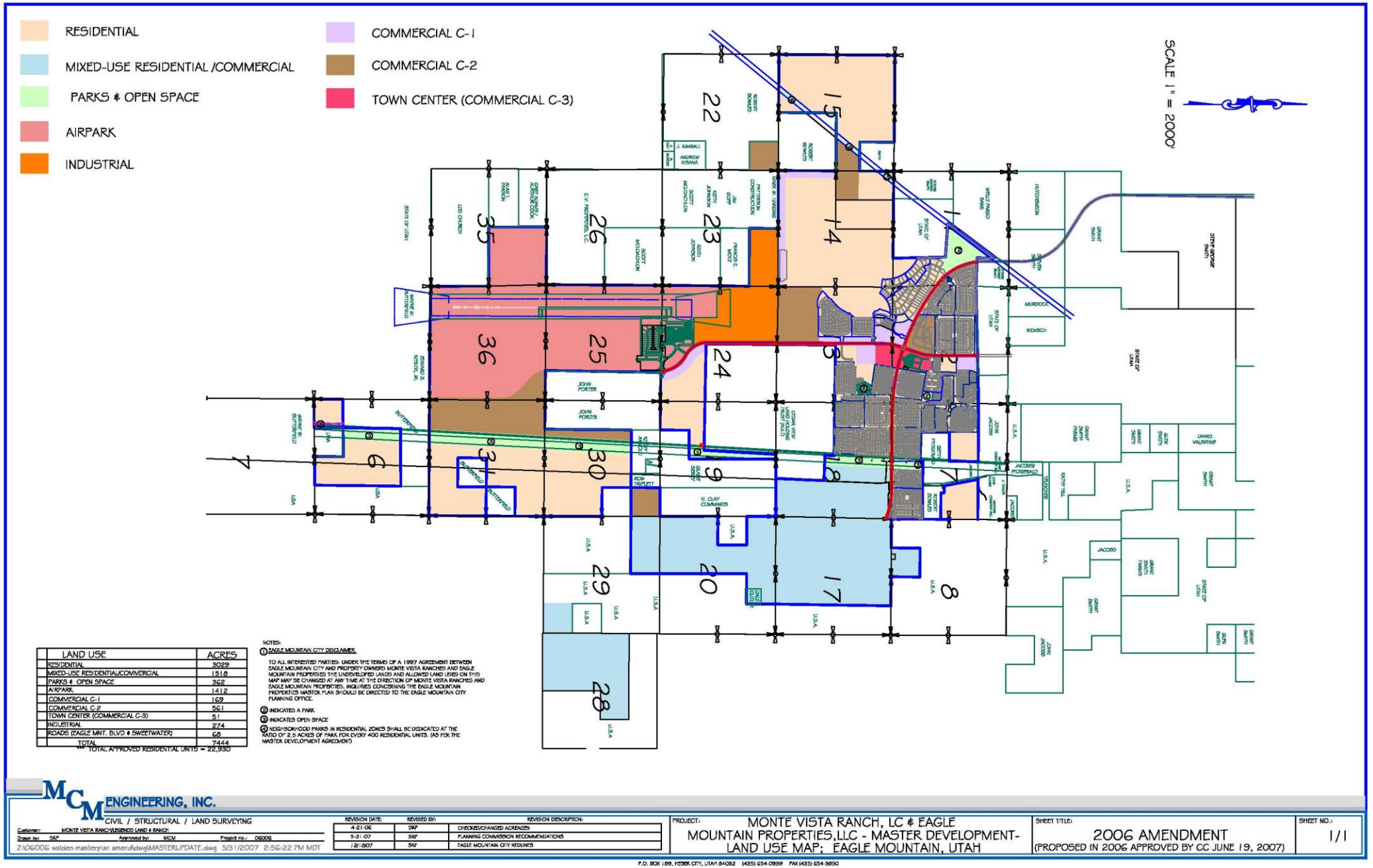
MARKETPLACE AT EAGLE MOUNTAIN TOWN CENTER

Rezone

Overview

- Project was reviewed by Planning Commission in January and discussed by City Council in February
- Proposed project is located on approximately 39 acres at the northwest corner of Pony Express Parkway and Eagle Mountain Boulevard
- Property was zoned Commercial C-2 in Eagle Mountain Properties Master Development Plan
  - *Master Development Agreement has expired; any vesting of specific uses is expired*
- Applicant has submitted rezone request to rezone to Commercial Community, MF1, and MF2 zones
- Rezone request considered by Planning Commission on June 9th was for Commercial Community and MF2
  - *Applicant has modified proposal to change a portion of the multi-family area to MF1 (approx. 4.4 acres)*
- Concept Master Site Plan Map includes a road connection into Raven Way and reduces size of multi-family areas from 11 acres to 9 acres


Osprey Way
Raven Way
Potential Roadway
Storm Water Pacel
2.161 ac
MF1
4.442 ac
MF2
4.514 ac
Office A
6,000 sf
Office B
6,000 sf
Retail Office C
6,000 sf Footprint
2 story
12,000 sf
Retail Office D
6,000 sf Footprint
2 story
12,000 sf
Pad A
6,000 sf
Pad B
5,000 sf
Pad C
7,200 sf
Pad D
3,300 sf
Pad E
4,116 sf
Pad F
4,125 sf
Retail A
3,200 sf
Grocery
57,202 sf
Building A
11,000 sf
Building B
5,000 sf
Retail
7,200 sf
Retail
5,875 sf
Commercial
5,815 sf
Commercial
5,840 sf
Pad L
Tire Store
5,651 sf
Pad K
7,200 sf
Pad J
3,200 sf
Pad I
5,200 sf
Pad H
4,000 sf
Pad G
4,000 sf
Eagle Mountain Boulevard
Pony Express Parkway
Scale: 1" = 80'
Vicinity Map
Not to Scale
Site
Master Site Plan
Marketplace at Eagle Mountain Town Center
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah
ANDERSON WAHLEN & ASSOCIATES
30 Jun, 2020
SHEET NO.
C1.0


RESIDENTIAL
MIXED-USE RESIDENTIAL /COMMERCIAL
PARKS & OPEN SPACE
AIRPARK
INDUSTRIAL
COMMERCIAL C-1
COMMERCIAL C-2
TOWN CENTER (COMMERCIAL C-3)
SCALE 1" = 2000'
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Customer: MONTE VISTA RANCH/LANDINGS LAND & RANCH
Drawn by: SKP Approved by: MCM Project no.: 06006
Z:\06006 walden-masterplan amend\dwg\MASTERUPDATE.dwg 5/31/2007 2:56:22 PM MDT
REVISION DATE | REVISED BY: | REVISION DESCRIPTION:
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SHEET TITLE: 2006 AMENDMENT (PROPOSED IN 2006 APPROVED BY CC JUNE 19, 2007)
SHEET NO.: 1/1
P.O. BOX 159, HEBER CITY, UTAH 84032 (435) 654-0838 FAX (435) 654-3650

Items to Consider

- General Plan / Future Land Use Map
  - *Property is designated as Community Commercial and complies with the General Plan*
- Rezone Approval Criteria
  - *Compliance with General Plan*
    - Request zones are consistent with land uses shown on Future Land Use and Transportation Map
  - *Compatibility Determination*
    - Proposed uses and densities will be reasonably compatible with adjacent land uses
  - *City Services*
    - Proposed use can be accommodated with public services and will not overburden City's service capacity
  - *Traffic Generation*
    - Traffic generation by proposed use is within capabilities of streets serving the property
  - *Property Values*
    - Proposed use is not expected to have a significant negative impact on surrounding property values

Planning Commission Recommendation

- Planning Commission held a public hearing and discussed proposal on June 9, 2020
  - *Email from resident was reviewed expressing concerns regarding the development of multifamily in the area resulting in an increase of traffic (was in favor of commercial development)*
  - *Commissioners expressed concerns related to proposed density of multi-family area and a desire to connect a road to neighborhood to the northwest*
    - They also discussed whether multi-family area would be feasible for commercial use in the future

- Planning Commission voted 4-0 (1 absent) to recommend approval to the City Council of the proposed rezone, rezoning the entire project to Community Commercial

ORDINANCE NO. O-____-2020

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH REZONING CERTAIN LANDS KNOWN AS MARKETPLACE AT TOWN CENTER

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to rezone certain lands known as Marketplace at Town Center, as set forth more specifically on 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 rezoning of certain lands known as Marketplace at Town Center, as set forth on Exhibit A.

2. The lands depicted and described on Exhibit A are hereby rezoned to the uses as set forth more specifically on Exhibit A.

3. This Ordinance shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 4th day of August, 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 4th day of August, 2020.

Those voting aye:	Those voting nay:	Those excused:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

_____
Fionnuala B. Kofoed, MMC
City Recorder

Posted to City bulletin boards on _____by_____.

Exhibit A

AGREEMENT
between
EAGLE MOUNTAIN CITY
and
PAUL JEROME
for
CITY ADMINISTRATOR SERVICES

This Agreement is effective on last day of service of current City Administrator Ifo Pili and is between Eagle Mountain City, a municipal corporation of the State of Utah (the "**City**") and Paul Jerome ("**Mr. Jerome**"). This Agreement is entered with reference to the following facts.

The Mayor and City Council of Eagle Mountain City believe that it is in the best interests of the public to engage a City Administrator to assist in the administration of the municipal work of Eagle Mountain City. Mr. Jerome is selected by the Mayor of the City to fill the office of City Administrator.

The parties desire to enter into a contract for the services of Mr. Jerome as City Administrator to define the compensation and other terms under which Mr. Jerome is willing to serve as City Administrator of the City.

NOW, THEREFORE, in consideration of the mutual promises and compensation provided for herein, the parties agree as follows:

1. The City hereby employs Mr. Jerome as its City Administrator to perform the duties of City Administrator set forth in this Agreement and in the Personnel Policies and Procedures and job description formally adopted by Eagle Mountain City now and in the future and other duties as assigned.

2. Mr. Jerome will be paid salary compensation in the amount of $126,892.00 annually. A salary review will be completed after one year. Mr. Jerome shall be entitled to participate in City employee benefit plans including long-term sick leave and PTO. Unless otherwise agreed to in writing by the parties, Mr. Jerome shall be entitled to the following benefits:

a. Mr. Jerome shall receive family coverage for dental and vision insurance as well as the standard offered Family Life Insurance plan. Mr. Jerome shall also be eligible for the City disability insurance plan and the long-term insurance care plan.

b. The City shall pay the Utah Retirement System's contribution as allowed and approved from time to time into the Utah Retirement System Pension Plan. The City will

also pay up to 6.2% of the annual gross salary into a qualified 401-k, 457 or IRA plan through the Utah Retirement System.

c. The City will pay dues on behalf of Mr. Jerome to professional organizations that will benefit the City, such as the International City Manager's Association.

3. Mr. Jerome shall use his personal vehicle for City business and shall be paid a monthly car allowance of $500.00 per month. Mr. Jerome may receive permission for unusual circumstances to use a City vehicle.

4. 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 this Agreement is terminated by the City without cause, Mr. Jerome shall be entitled to six (6) months salary as severance damages.

5. Mr. Jerome shall devote all of his professional time to the duties of City Administrator of Eagle Mountain City and shall not hold a separate part-time job or perform services other than volunteer, religious, social or other community services so long as Mr. Jerome is employed by the City. Exceptions to this requirement shall be considered and if approved, be in writing approved by the Mayor.

6. Mr. Jerome shall work under the direction of the Mayor of Eagle Mountain City in the administration of City affairs; however, Mr. Jerome shall be responsive to requests of members of the City Council so long as such requests do not interfere with the administrative duties required by the Mayor in the performance of the administration of the City.

7. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.

8. This Agreement constitutes the entire understanding and agreement between the parties, and supersede any previous agreement, representation, or understanding between the parties relating to the subject matter hereof.

9. The provisions of this Agreement are not severable, and should any provision hereof be deemed void, unenforceable or invalid, such provision shall effect the remainder of this Agreement, and shall provide grounds for dissolution of the Agreement at the option of the parties in the exclusive discretion of each of them.

10. Any waiver by any party hereto of any breach of any kind or character what so ever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

11. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

12. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

13. In the event of default on the part of any party to this Agreement, that party shall be liable for all costs and expenses incurred by the other parties in enforcing the provisions of this Agreement, whether or not legal action is instituted.

EAGLE MOUNTAIN CITY

ATTEST:

By: _____
Tom Westmoreland, Mayor

_____
Fionnuala B. Kofoed, MMC
City Recorder

_____
Paul Jerome

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **AUGUST 4, 2020**

TITLE:	Upcoming Agenda Items
ITEM TYPE:	Communication Item
FISCAL IMPACT:	
APPLICANT:	

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Fionnuala Kofoed, Recorder's Office

PRESENTED BY:

RECOMMENDATION:

BACKGROUND:

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS: