NOTICE AND AGENDA
SANTA CLARA CITY COUNCIL MEETING
Wednesday, December 14, 2022
Time: 5:00 p.m.
AGENDA

Public Notice is hereby given that the Santa Clara City Council will hold a Regular Meeting in the City Council Chambers, located at 2603 Santa Clara Drive, Santa Clara, Utah on Wednesday December 14, 2022, commencing at 5:00 PM. The meeting will be broadcast via You Tube linked on our website at https://sccity.org/meetings.

1. **Call to Order**

2. **Opening Ceremony:**
   - Pledge of Allegiance: Ben Shakespeare
   - Opening Comments: Buddhist Community, Linda Van Wert (St. George Interfaith Council)

3. **Conflicts and Disclosures**

4. **Working Agenda:**

A. Public Hearing(s) 5:00 p.m.

B. Consent Agenda

1. Approval of Claims and Minutes:
   - Nov. 9, 2022 Regular City Council Meeting Minutes
   - Dec. 7, 2022, City Council Work Meeting Minutes
   - Claims through Dec. 14, 2022

2. Calendar of Events:
   - Dec. 28, 2022 Regular City Council Meeting
   - Jan. 4, 2023 City Council Work Meeting
   - Jan. 11, 2022 Regular City Council Meeting
   - Jan 25, 2022 Regular City Council Meeting

3. Cancel the Dec. 28, 2022 Regular City Council Meeting.

C. General Business:

1. Dowdle Presentation. Presented by David Halling, Dowdle Puzzle.

2. Discussion and action to approve the 2023 Santa Clara City Meeting Schedule. Presented by Chris Shelley, City Recorder.

3. Discussion and action regarding an update to the Santa Clara City Personnel Policy Manual. Presented by Brock Jacobsen, City Manager.

4. Discussion and action regarding approval for waterline replacement for Vineyard Drive Ph.1. Presented by Dustin Mouritsen, Public Works Director.

5. **Reports:**
   a. Mayor / Council Reports:

6. **Executive Session:**

7. **Adjournment:**

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodation during this meeting should notify the city no later than 24 hours in advance of the meeting by calling 435-673-6712. In accordance with State Statute and Council Policy, one or more Council Members may be connected via speakerphone or may by two-thirds vote to go into a closed meeting.

Zoom Meeting Participants: Participants on the Zoom call are limited to City Staff, Council Members, and applicants on the agenda. Email calendar invitations will be sent out in advance of the meeting. Instructions for each meeting will include the meeting ID, and password to join. When joining the meeting your screen name must show your full name. Each applicant will be accepted into the meeting when their item is up for discussion. Please contact Chris Shelley at (435)673-6712 Ext. 203 with any questions regarding public meetings.

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Santa Clara City limits on this 8th day of December 2022 at Santa Clara City Hall, on the City Hall Notice Board, at the Santa Clara Post Office, on the Utah State Public Notice Website, and on the City Website at http://www.sccity.org. The 2022 meeting schedule was also provided to the Spectrum on January 6, 2022.

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Chris Shelley – City Recorder

City of Santa Clara
Check Register
Checking 1889 - 11/09/2022 to 11/09/2022

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
AJ CONSTRUCTION	70127	Refund: 2001890	11/04/2022	11/09/2022	86.73	Refund: 2001890 - AJ CONSTRUCTION	531311-000 - ACCOUNTS RECEIVABL	
					$86.73			
CITY OF ST GEORGE - UTILITIES	70128	OCT 2022-SC LI	11/09/2022	11/09/2022	8,535.52	SNOW CANYON LINE OCT 22	515110-275 - SNOW CANYON OP CO	
CITY OF ST GEORGE - UTILITIES	70128	OCT 2022-WELL	11/09/2022	11/09/2022	7,488.91	SNOW CANYON WELL 6 OCT 2022	515110-271 - WELLS UTILITY COSTS	
CITY OF ST GEORGE - UTILITIES	70128	OCT 2022-WELL	11/09/2022	11/09/2022	5,603.62	SNOW CANYON WELL 7 OCT 2022	515110-271 - WELLS UTILITY COSTS	
CITY OF ST GEORGE - UTILITIES	70128	OCT 2022-WTR T	11/09/2022	11/09/2022	21,533.32	WATER TANK OCT 2022	515110-275 - SNOW CANYON OP CO	
					$43,161.37			
					$43,161.37			
CITY OF ST. GEORGE - MISC	70129	10797	11/01/2022	11/09/2022	3,087.07	Inv. #10797- POLICE DISPATCH FEES 2ND QTR F	104230-985 - COUNTY DISPATCH	
CITY OF ST. GEORGE - MISC	70129	10802	11/01/2022	11/09/2022	8,345.75	INV#10802-SCHOOL RES OFFICER 2ND QTR 202	104220-980 - SRO - ST. GEORGE	
					$11,432.82			
					$11,432.82			
COLE WEST DEVELOPMENT	70130	SAC210726152	11/08/2022	11/09/2022	500.00	BLDG MAIN DEP REF PERMIT 21-152	102570-000 - BLDG SITE MAINTENAN	
COLE WEST DEVELOPMENT	70130	SAC210726153	11/08/2022	11/09/2022	500.00	BLDG MAIN DEP REF PERMIT 21-153	102570-000 - BLDG SITE MAINTENAN	
COLE WEST DEVELOPMENT	70130	SAC210726154	11/08/2022	11/09/2022	500.00	BLDG MAIN DEP REF PERMIT 21-154	102570-000 - BLDG SITE MAINTENAN	
COLE WEST DEVELOPMENT	70130	SAC210726155	11/08/2022	11/09/2022	500.00	BLDG MAIN DEP REF PERMIT 21-155	102570-000 - BLDG SITE MAINTENAN	
COLE WEST DEVELOPMENT	70130	SAC210726156	11/08/2022	11/09/2022	500.00	BLDG MAIN DEP REF PERMIT 21-156	102570-000 - BLDG SITE MAINTENAN	
COLE WEST DEVELOPMENT	70130	SAC210806166	11/08/2022	11/09/2022	500.00	BLDG MAIN DEP REF PERMIT 21-166	102570-000 - BLDG SITE MAINTENAN	
COLE WEST DEVELOPMENT	70130	SAC210806167	11/08/2022	11/09/2022	500.00	BLDG MAIN DEP REF PERMIT 21-167	102570-000 - BLDG SITE MAINTENAN	
COLE WEST DEVELOPMENT	70130	SAC210806168	11/08/2022	11/09/2022	500.00	BLDG MAIN DEP REF PERMIT 21-168	102570-000 - BLDG SITE MAINTENAN	
COLE WEST DEVELOPMENT	70130	SAC210806169	11/08/2022	11/09/2022	500.00	BLDG MAIN DEP REF PERMIT 21-169	102570-000 - BLDG SITE MAINTENAN	
					$4,500.00			
					$4,500.00			
DERIVATIONAL, L.L.C.	70131	SAC210322052	11/08/2022	11/09/2022	500.00	BLDG MAIN DEP REFUND PERMIT 21-052	102570-000 - BLDG SITE MAINTENAN	
					$500.00			
DESSAULES, JOEL	70132	102522-BAIL RE	10/25/2022	11/09/2022	300.00	BAIL REFUND CASE 221200162	102560-000 - BAIL & RESTITUTION	
					$300.00			
FREEDOM MAILING SERVICES, IN	70133	43984	10/29/2022	11/09/2022	1,933.18	BILL PROCESSING & SHOP LOCAL INSERT	104130-370 - PROFESSIONAL SERVI	
					$1,933.18			
JOY MILES	70134	11822-JM	11/09/2022	11/09/2022	79.62	COURT INTERPRETER 11/08/2022	104120-330 - LEGAL SERVICES	
					$79.62			
PUBLIC EMPLOYEES LTD PROGR	ACH110922	2022-10 LTD	10/31/2022	11/09/2022	991.70	MONTHLY LTD PAYMENT	102235-000 - DISABILITY PAYABLE	
					$991.70			
SAPPHIRE HOMES	70135	1001	11/02/2022	11/09/2022	1,475.67	INV #1001-REMOVE & REPLACE SIDEWALK 1779	104410-413 - SIDEWALK/CURB/GUTT	
SAPPHIRE HOMES	70135	SAC211230251	11/08/2022	11/09/2022	500.00	BLDG MAIN DEP REF PERMIT 21-251	102570-000 - BLDG SITE MAINTENAN	
					$1,975.67			
					$1,975.67			
SENSIBA, DAVID	70136	110822-RESTITU	11/08/2022	11/09/2022	539.00	VICTIM RESTITUTION PAYMENT	102560-000 - BAIL & RESTITUTION	
					$539.00			
STELLA-JONES CORPORATION	70137	UMI-0272791	10/31/2022	11/09/2022	13,195.00	INV#UMI-0272791-WOOD POWER POLES	535310-466 - POWER LINES/POLES/	
					$13,195.00			
WASH. COUNTY WATER CONSER	70138	52904	11/01/2022	11/09/2022	4,509.96	INV 52904 - REG.PIPELINE BOND PAYMENT	515110-822 - DEBT PAYMENT TO WA	

City of Santa Clara
Check Register
Checking 1889 - 11/09/2022 to 11/09/2022

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
WASH. COUNTY WATER CONSER	70138	52910	10/31/2022	11/09/2022	5,761.87	INV 52910 - REGIONAL WATER SURCHARGES	513714-000 - REGIONAL WATER SUR	
					$10,271.83			
					$10,271.83			
WASHINGTON COUNTY SOLID WA	70139	134695	10/31/2022	11/09/2022	11,617.40	2817 UNITS-GARBAGE @ 12.24 & 2003 BLUCAN	103445-000 - RECYCLING CHARGE	
WASHINGTON COUNTY SOLID WA	70139	134695	10/31/2022	11/09/2022	34,480.08	2817 UNITS-GARBAGE @ 12.24 & 2003 BLUCAN	104130-311 - SOLID WASTE DISPOS	
					$46,097.48			
					$46,097.48			
WESTERN UNITED ELECTRIC SU	70140	6072841	10/31/2022	11/09/2022	11,336.88	Street Light Bases Vineyards PH 11	535310-254 - NEW SUBDIVISION EXP	
WESTERN UNITED ELECTRIC SU	70140	6073361	11/04/2022	11/09/2022	489.00	4 Point Junctions Vineyards PH 11	535310-254 - NEW SUBDIVISION EXP	
					$11,825.88			
					$11,825.88			
					$146,890.28			

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Check Register
Checking 1889 - 11/16/2022 to 11/16/2022

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
CHILD SUPPORT SERVICES	70141	111622-873789	11/14/2022	11/16/2022	206.77	CASEY-C000873789 PAY PERIOD END 11/16/22	102595-000 - GARNISMENTS PAYABL	
					$206.77			
DEERE CREDIT INC	70142	2713046	11/08/2022	11/16/2022	2,609.71	1T0310SLCHF321676 Lease Payment Backhoe	104410-740 - CAPITAL EQUIPMENT	
DEERE CREDIT INC	70142	2713046	11/08/2022	11/16/2022	2,609.71	1T0310SLCHF321676 Lease Payment Backhoe	515110-740 - CAPITAL EQUIPMENT	
DEERE CREDIT INC	70142	2713046	11/08/2022	11/16/2022	2,609.71	1T0310SLCHF321676 Lease Payment Backhoe	525210-740 - CAPITAL EQUIPMENT	
DEERE CREDIT INC	70142	2713046	11/08/2022	11/16/2022	2,609.71	1T0310SLCHF321676 Lease Payment Backhoe	535310-740 - CAPITAL EQUIPMENT	
					$10,438.84			
					$10,438.84			
EATON CORPORATION	70143	60803687	11/10/2022	11/16/2022	12,438.00	INV60803687-CONTROL PANEL HASSELL SUBST	535310-730 - IMPROVEMENTS	103
					$12,438.00			
GOODWIN, TIM & HOLLY	70144	Refund: 1085902	11/16/2022	11/16/2022	188.33	Refund: 1085902 - GOODWIN, TIM & HOLLY	531311-000 - ACCOUNTS RECEIVABL	
					$188.33			
MAXWELL PRODUCTS, INC	70145	23963	11/09/2022	11/16/2022	25,056.18	INV23963-ELASTOFLEX 670-CRACK SEALING	104410-410 - CRACK SEALING M&S	
					$25,056.18			
TWIN D INC.	70146	23397	10/20/2022	11/16/2022	29,959.50	INV 23397-CAMERA CITY SEWER SYSTEM	525210-370 - PROFESSIONAL SERVI	
					$29,959.50			
UTAH LOCAL GOVERNMENTS TR	ACH111522	1063227	11/15/2022	11/16/2022	1,329.23	ADD AND LIFE INSURANCE PREMIUMS	102252-000 - ULGT LIFE PAYABLE	
UTAH LOCAL GOVERNMENTS TR	ACH111522	1603228	11/15/2022	11/16/2022	99.25	EQUIPMENT PROPERTY ENDORSEMENT	104410-510 - INSURANCE & SURETY	
UTAH LOCAL GOVERNMENTS TR	ACH111522	1603229	11/15/2022	11/16/2022	4,158.04	WORKERS COMP MONTHLY FEE	102225-000 - WORKERS' COMPENSA	
UTAH LOCAL GOVERNMENTS TR	ACH111522	1603230/1567561	11/15/2022	11/16/2022	-197.50	2021 WORKERS COMP AUDIT & AUTO CREDIT	104410-510 - INSURANCE & SURETY	
UTAH LOCAL GOVERNMENTS TR	ACH111522	1603230/1567561	11/15/2022	11/16/2022	6,102.08	2021 WORKERS COMP AUDIT & AUTO CREDIT	102225-000 - WORKERS' COMPENSA	
					$11,491.10			
					$11,491.10			
WASHINGTON COUNTY TREASUR	70147	SC-PTAX-1 2022	11/14/2022	11/16/2022	3,029.20	SC-PTAX-1 - 2721 SANTA CLARA DRIVE - 2022	104130-510 - INSURANCE AND SURE	
					$3,029.20			
WESTERN UNITED ELECTRIC SU	70148	6073914	11/10/2022	11/16/2022	672.28	LED LIGHTS-PUB. WORKS & GENERATION BLD	104410-260 - BUILDING MAINTENAN	
WESTERN UNITED ELECTRIC SU	70148	6073914	11/10/2022	11/16/2022	672.28	LED LIGHTS-PUB. WORKS & GENERATION BLD	535310-260 - BUILDING MAINTENAN	
					$1,344.56			
					$1,344.56			
					$94,152.48			

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Checking 1889 - 11/30/2022 to 11/30/2022

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
AFLAC	ACH120122	586054	11/30/2022	11/30/2022	890.01	Billing	102253-000 - AFLAC PAYABLE	
					$890.01			
AJ CONSTRUCTION	70149	SAC220316039	11/28/2022	11/30/2022	500.00	BLDG MAIN DEP REF PERMIT 22-039	102570-000 - BLDG SITE MAINTENAN	
AJ CONSTRUCTION	70149	SAC220316040	11/28/2022	11/30/2022	500.00	BLDG MAIN DEP REF PERMIT 22-040	102570-000 - BLDG SITE MAINTENAN	
AJ CONSTRUCTION	70149	SAC220316041	11/28/2022	11/30/2022	500.00	BLDG MAIN DEP REF PERMIT 22-041	102570-000 - BLDG SITE MAINTENAN	
AJ CONSTRUCTION	70149	SAC220316042	11/28/2022	11/30/2022	500.00	BLDG MAIN DEP REF PERMIT 22-042	102570-000 - BLDG SITE MAINTENAN	
AJ CONSTRUCTION	70149	SAC220316043	11/28/2022	11/30/2022	500.00	BLDG MAIN DEP REF PERMIT 22-043	102570-000 - BLDG SITE MAINTENAN	
AJ CONSTRUCTION	70149	SAC220316044	11/28/2022	11/30/2022	500.00	BLDG MAIN DEP REF PERMIT 22-044	102570-000 - BLDG SITE MAINTENAN	
					$3,000.00			
					$3,000.00			
BLUE STAKES OF UTAH 811	ACH110222	UT202203132	11/30/2022	11/30/2022	214.20	EMAIL NOTIFICATIONS	535310-210 - SUBSCRIPTIONS & ME	
					$214.20			
BUCKS ACE SANTA CLARA	70150	1444	11/01/2022	11/30/2022	338.19	INV 1444 - GAS TRIMMER	104510-253 - REPAIRS & MAINTENA	
BUCKS ACE SANTA CLARA	70150	1449	11/02/2022	11/30/2022	106.22	INV 1449 - KNIFE SHARPENING, GLOVES	535310-250 - OPERATING SUPPLIES	
BUCKS ACE SANTA CLARA	70150	1498	11/14/2022	11/30/2022	16.88	INV 1498 - DUCT TAPE & FUSES	535310-250 - OPERATING SUPPLIES	
BUCKS ACE SANTA CLARA	70150	1507	11/16/2022	11/30/2022	77.39	INV 1507 - EXT CORD & ZIP TIES	104652-601 - GENERAL PROMOTION	
					$538.68			
					$538.68			
CANNON TECHNOLOGIES INC.	0	946582640	07/30/2022	11/30/2022	19,992.00	INV946582640 POWER METERS	535310-252 - SUPPLIES & METERS	89
CANNON TECHNOLOGIES INC.	0	947915852	10/19/2022	11/30/2022	8,976.00	INV947915852 WATER METER NODES	515110-461 - WATER METERS	89
CANNON TECHNOLOGIES INC.	0	947934757	10/18/2022	11/30/2022	510.00	INV947934757-water meter nodes	515110-461 - WATER METERS	89
CANNON TECHNOLOGIES INC.	0	967155663-2	08/30/2021	11/30/2022	-29,478.00	WATER NODE INSTALLATION CREDIT	513725-000 - MISCELLANEOUS	
					$0.00			
					$0.00			
CHILD SUPPORT SERVICES	70151	113022-873789	11/28/2022	11/30/2022	206.77	CASEY-C000873789 PAY PERIOD END 11/30/22	102595-000 - GARNISMENTS PAYABL	
					$206.77			
CITY OF ST GEORGE - S	70152	NOV 2022-SEWE	11/29/2022	11/30/2022	36,900.05	2917 SEWER CONNECTIONS @12.65 NOV 2022	525210-945 - SEWER TREATMENT -	
					$36,900.05			
COMPUTECH CONSULTING	70153	23442	11/22/2022	11/30/2022	5,663.50	Standard Management Suite Plus Remote updates,	104130-310 - IT SERVICES	
COMPUTECH CONSULTING	70153	23501	11/22/2022	11/30/2022	840.00	OCT 2022 CONSULTING AND IT SERVICES	104130-310 - IT SERVICES	
					$6,503.50			
					$6,503.50			
DR. ROBERT R. FOSTER, D.O. P.C.	70154	DEC 2022-MED	11/29/2022	11/30/2022	1,200.00	MEDICAL SERVICES DIRECTOR-EMS & FIRE	104230-370 - PROFESSIONAL SERVI	
					$1,200.00			
ERIC GENTRY	70155	NOV 2022-CITY	11/29/2022	11/30/2022	1,500.00	PROFESSIONAL SERVICES	104120-330 - LEGAL SERVICES	
					$1,500.00			
KATERING KONCEPTS, INC.	70156	2009530	11/30/2022	11/30/2022	2,905.00	2022 Staff Christmas Dinner-Dec 8, 2022	104130-999 - CONTINGENCY	
					$2,905.00			
SUNRISE ENGINEERING, INC.	70157	129819	11/08/2022	11/30/2022	2,701.25	CULINARY & IRRIGATION MASTER PLAN	515110-320 - ENGINEERING SERVIC	
SUNRISE ENGINEERING, INC.	70157	129863	11/15/2022	11/30/2022	884.50	SC DR WATER LINE IMPROVEMENT	515110-320 - ENGINEERING SERVIC	
SUNRISE ENGINEERING, INC.	70157	129870	11/09/2022	11/30/2022	90.00	MISC ENGINEERING	515110-320 - ENGINEERING SERVIC	
SUNRISE ENGINEERING, INC.	70157	129871	11/09/2022	11/30/2022	7,747.50	SC MPO WESTERN CORRIDOR PRELIM	104410-320 - ENGINEERING SERVIC	
					$11,423.25			
					$11,423.25			

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Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account	Activity Code
TAYLOR BUILT HOMES	70158	SAC210907196	11/28/2022	11/30/2022	500.00	BLDG MAIN DEP REFUND PERMIT 21-196	102570-000 - BLDG SITE MAINTENAN	
TAYLOR BUILT HOMES	70158	SAC210907197	11/28/2022	11/30/2022	500.00	BLDG MAIN DEPOSIT REFUND PERMIT 21-197	102570-000 - BLDG SITE MAINTENAN	
					$1,000.00			
					$1,000.00			
WESTERN UNITED ELECTRIC SU	70159	6074263	11/16/2022	11/30/2022	8,368.44	Street Light Heads Vineyards PH 11	535310-254 - NEW SUBDIVISION EXP	
WESTERN UNITED ELECTRIC SU	70159	6074684	11/22/2022	11/30/2022	1,590.20	1" CONDUIT/MISC SUPPLIES DESERT EDGE-QU	535310-254 - NEW SUBDIVISION EXP	
					$9,958.64			
					$9,958.64			
					$76,240.10			

SANTA CLARA CITY COUNCIL MEETING
WEDNESDAY, NOVEMBER 9, 2022
MINUTES

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Regular Meeting on Wednesday, November 9, 2022 at 5:00 p.m. in the City Council Chambers of the Town Hall at 2603 Santa Clara Drive, Santa Clara, Utah. Notice of the time, place and agenda of the meeting was provided to the Spectrum and to each member of the governing body by emailing a copy of the Notice and Agenda to the Spectrum and also, along with any packet information, to the mayor and each council member, at least two days before the meeting. The meeting will be broadcast via You Tube linked on our website at https://sccity.org/meetings.

Present: Mayor Rick Rosenberg
Council Members: Jarett Waite, Christa Hinton and Leina Mathis
City Manager: Brock Jacobsen
City Recorder: Chris Shelley

Others Present: Dustin Mouritsen, Public Works Director; Ryan VonCannon, Parks & Trails Deputy Director; Gary Hall, Power Director; Andrew Parker, Fire Chief; Jim McNulty, City Planner; Cody Mitchell, Building Official; Captain Rich Rogers, P.D. Father Dave Bittmann.

1. **Call to Order**: Mayor Rosenberg called the meeting to order at 5:00 p.m. He introduced himself and the City Council and excused Councilman Drake and Councilman Shakespeare who are both out of town.

2. **Opening Ceremony:**

   - Pledge of Allegiance: Jarett Waite
   - Opening Comments: Father Dave Bittmann, St. George Catholic Church (Interfaith Council)

3. **Conflicts and Disclosures: None.**

4. **Working Agenda:**

   A. Public Hearing(s): None.

   B. Consent Agenda:

   1. Approval of Claims and Minutes
      - Oct. 26, 2022 Regular City Council Meeting Minutes
      - Nov. 2, 2022 City Council Work Meeting Minutes
      - Claims through Nov. 9, 2022

   2. Calendar of Events
      - Nov. 23, 2022 Regular City Council Meeting/Cancelled

- Dec. 7, 2022 City Council Work Meeting
- Dec. 14, 2022 Regular City Council Meeting
- Dec. 28, 2022 Regular City Council Meeting

3. Cancel the November 23, 2022 Regular City Council Meeting.

Motion to Approve the Consent Agenda as presented.
Motion by Jarett Waite, seconded by Leina Mathis.
Voting Aye: Leina Mathis, Jarett Waite and Christa Hinton.
Voting Nay: None.
Motion Carried.

C. General Business:

1. Dowdle Presentation. Presented by David Halling from Dowdle Puzzle.

   - Mayor Rosenberg stated that David Halling had a death in his family so this item is requested to be tabled until the next City Council Meeting.

Motion to Table the Dowdle Presentation until the next City Council Meeting on Dec. 14, 2022.
Motion by Christa Hinton, seconded by Leina Mathis.
Voting Aye: Leina Mathis, Jarett Waite and Christa Hinton.
Voting Nay: None.
Motion Carried.

2. Consider approval of bid for waterline replacement on Santa Clara Drive and Truman Drive. Presented by Dustin Mouritsen, Public Works Director.

   - Dustin Mouritsen reported that Santa Clara Drive from Canyon View to Santa Clara Parkway and Truman Drive from Gubler to cul-de-sac is 6" Class 200 pipe that is aged and in need of replacement. The pipe is very thin walled and very shallow. The City will provide material, traffic control and asphalt removal and replacement. He said that the Contractor will install new 8" C900 waterline. There are 3 bids for material and labor with Ferguson Water Works being the low bid for material at $45,888.07 and Whitaker Construction being low bid for labor at $68,125.00. Our Streets department will saw cut, remove and install new asphalt for $17,140.00. The total amount would be $131,153.07. He said this was an item he put in the budget to get done. He said the contractor believes he can get started as soon as next week.
   - Jarett Waite asked if any other line would be put in at the same time such as for fiber or secondary water. Are there any opportunities for that?
   - Dustin Mouritsen said the fiber is going behind sidewalk and this will be out in the road. He said he has had both jobs blue staked. We will keep the old line in service until the new line is in. He said this is a technique that we have done several projects in the City the same way.
   - Christa Hinton asked if the line around where this is being replaced, is this same old pipe that we are going to need to replace as well.
   - Dustin Mouritsen said we are putting in the most modern pipe. It is called C900, and

we are upsizing it from 6" to 8". He said that this was a section that was missed when we redid the Heights. We couldn't quite afford it. This block has new pipe on either side.

Motion to Approve the bid from Ferguson Water Works for $45,888.07 for material and the bid from Whitaker Construction for labor for $68,125.00 and Santa Clara Streets Department for $17,140.00 for a total of $131,153.07 for waterline replacement on Santa Clara Drive and Truman Drive as presented.
Motion by Jarett Waite, seconded by Christa Hinton.
Voting Aye: Jarett Waite, Leina Mathis and Christa Hinton.
Voting Nay: None.
Motion Carried.

3. Consider approving a Site Plan for Swoon Interior Design, located at 3086 Santa Clara Drive. April & Bill Hickman applicants. Presented by Jim McNulty, City Planner.

   - Jim McNulty reported that April & Brian Hickman are requesting Site Plan Approval for Swoon Interior Design. The proposed plan includes converting the existing single-family home located at 3086 Santa Clara Drive into a business/professional office use which is permitted in the Historic District/Mixed Use Zone. He said this is a clean application and a fun project. He said the home is just over 1,100 sq ft in size and there is a partial basement that is approximately 300 sq ft that will be used for storage. The property is just under .5 acre in size. He stated that on September 1, 2022 the Heritage Commission had a chance to review this proposal and approve the Hickman's plan to paint the outdoor trim and exterior doors a shade of blue (SW Cyberspace) while leaving the brick the original color. He said the applicants propose to repair the existing wood shake shingle roof as well as painting the shed a matching color to tie in with the building. He stated that the zone itself requires a site plan review by both the Planning Commission and the City Council because it is in our Historic District. He reported that access to the property will be off Santa Clara Drive. There is an existing residential driveway along the east side of the home. A second access for the building is proposed along the west side of the site (see concept plan). This includes a 25' paved driveway with 6 parking spaces. One (1) ADA parking space will be required for the business with an unloading areas on either side of the space up to the ramp on the site which will be concrete. An ADA ramp providing access into the building will also be required. They have been working with our Building Official, Cody Mitchell, on meeting the requirements for that ramp. All of the spaces, other than the ADA space will be 9' by 9' parking spaces. He reported that the other parking spaces shown on the Site Plan will incorporate the same design as the driveway. Each parking space will be required to have a parking stop as shown on the Site Plan. Additionally, standard parking spaces are required to be 9' x 18'. An existing driveway access is located on the east side of the building. City staff is recommending that this be signed as "Private Parking Only". The project is required to have a minimum of 4 parking spaces for the proposed business or professional office use as per Chapter 17.32. The Site Plan also includes additional employee/guest parking (11 spaces) behind the building. He reported that the final landscape plan will be required to comply with City Ordinance #22-05 (Water Efficient Landscaping & Conservation Standards). The Site Plan includes a Landscape Legend for the project. City staff will work with the applicants to make sure that any new

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landscaping proposed meets city requirements. The Site Plan also includes the location of two (2) large sycamore trees to remain along the property frontage. He spoke about outdoor lighting. Chapter 17.32.070 allows for parking lot light standards with a maximum height of 16 feet (16') using indirect, hooded light sources. However, the applicants are not proposing parking lot light standards. They are proposing a decorative light that would be attached to the building that is screened and directed downward as per the code requirements. He talked about the signage. Chapter 17.45 allows for signs in a Historic District. At this time, the applicants have proposed a decorative pole sign allowed by City code. The proposed sign is six (6) feet in height with a sign area of approximately 6 square feet per side. The proposed sign was reviewed and approved by the Heritage Commission. He said that as far as neighborhood response we have not received any. The City Council agenda has been posted on the City website as well as City Hall, the local Post Office, and local library. We have met all the State code requirements for a public meeting for a site plan in this zoning district. He said that on October 27, 2022, the Planning Commission reviewed the Site Plan and forwarded a recommendation of approval to the City Council. City Staff recommends that the City Council grant Site Plan Approval for Swoon Interior Design located at 3086 Santa Clara Drive subject to the following conditions:

1. That the applicant be required to comply with the recommendations from all City reviewing departments.
2. That the project be built according to the approved Site Plan as discussed in the staff report.
3. That the "Period Cottage" style building design remain in place. That the exterior revisions as approved by the Heritage Commission be allowed.
4. That a minimum of 4 parking spaces (including 1 ADA space) be provided for the site as per Chapter 17.32 of City code. That the additional employee/guesting parking spaces (11 spaces) be allowed behind the building. That a parking stop be put in place for each parking space.
5. That the final landscape plan be required to comply with City Ordinance #22-05 (Water Efficient Landscaping & Conservation Standards). That the two (2) large sycamore trees along the property frontage remain in place.
6. That all outdoor lighting complies with Chapter 17.32 of City code.
7. That the project signage complies with Chapter 17.45 of City code. That the proposed decorative pole sign be allowed.
8. That the applicant be required to work with the Building Official to be compliant with all building code requirements.

He stated that the applicants have been working with the Building Official already.

- Christa Hinton asked if the employee parking is on the west side only.
- Jim McNulty said the parking to the west side is for the people visiting the business. The east side to the north and the east would be employee and other visitor parking. The owner may utilize the existing driveway and shed. The public access is on the west side.
- Mayor Rosenberg said that on the photograph simulation the sign is shown to be hanging out over the sidewalk. He asked if it is going to be back, so it doesn't overhang.
- Jim McNulty said it has to be 2 ft back from the edge of the sidewalk.
- Leina Mathis said we looked at some renderings at Heritage Commission when it came through of the color schemes. She said the blue coloring is really pretty. April has done a really good job.

Motion to Approve a Site Plan for Swoon Interior Design, located at 3086 Santa Clara Drive subject to Planning Commission recommendations and approval of Heritage Commission as presented. April & Bill Hickman applicants.
Motion by Leina Mathis, seconded by Christa Hinton.
Voting Aye: Jarett Waite, Christa Hinton and Leina Mathis.
Voting Nay: None.
Motion Carried.

5. **Reports:**

A. **Mayor / Council Reports**

Leina Mathis:
- She thanked Staff for their help of the upcoming Samichlaus Abend & Tree Lighting scheduled for Dec. 6 at 6:30 p.m. We will light the tree at 7 p.m. She said we are starting to do some advertising for this.

Jarett Waite:
- He attended a CEC meeting. The new director of the CEC is doing a lot of behind-the-scenes work. We are working on the rebranding. One suggestion is CUT TV (Community and Utah Tech TV).

Christa Hinton:
- She said it was a great Housing Action Coalition meeting last week. The Mayor did a great job on the panel and there was lots of good information.

Mayor Rosenberg:
- He had a meeting with the Water District the other night. The discussion was about secondary irrigation and the Canal companies. There is also some potential information from the Fish and Wildlife Service that may result in some changes to the Virgin River biological opinion that we need to be concerned about. They are in the process of creating a small group that would have a representative from each community that could meet weekly in the foreseeable future to try and hammer out some of these issues with the water rights, the Canal Company, the regional reuse funding applications and the potential changes from the Fish and Wildlife Service. He said that he volunteered for that service. He said he will be working closely with Dustin Mouritsen and Matt Ence and Brock Jacobsen and giving the Council updates periodically as far as any progress being made there. The pending ordinance on the water conservation will probably be coming back in December to the Work Meeting for discussion.
- Leina Mathis asked if the Mayor got a call back from Ron Thompson.
- Mayor Rosenberg said he did and if the reajudicaiton happens our shares would be reduced by whatever is reduced of the whole. It could have a significant impact. We are working on a solution to that if the irrigation company would be cooperative. We are meeting with the irrigation company in between now and the end of the month to talk about some options. He said every shareholder could have the potential to lose water even if they are using it because of the non-use that is in the system. It is important and

he is hoping we can get some cooperation from the irrigation canal company so that risk can go away. The Water District is still on track to have the ordinances and the will-serve process in place by the first of the year so our culinary water will-serve letters process can be enacted and should be on schedule. There is still a lot of work to do on the secondary and the reuse. That will be forth coming.
- The Flood Control Authority has their budget hearing on Nov. 15. We will know about any Flood Control Authority projects after that. He said he anticipates the projects that are on there will be approved.

Brock Jacobsen:
- The Staff Christmas Party is on December 8.
- The City Council may have a special meeting on Wed. Nov. 30.

Captain Rogers:
- The Police Department has had a very busy month. A lot of it has to do with special events that have been going on. We are still taking care of a couple of Tuacahn shifts.
- We have three officers that are on light duty due to injury or pregnancy.
- In October the Vineyards go hit pretty hard with young adults stealing packages. Fourteen homes were involved with that. Due to an officer noticing some young adults riding bikes and trying to carry packages about 2 a.m. in the morning, he was able to stop them and talk to them and give out citations. By the end of that night there were fourteen homes that had called in with packages missing. There were about 100 items stolen. We were able to locate the young adults through a lot of "Ring" doorbell watching and we were able to identify them and get search warrants on a home. We ended up recovering over 70 items that were stolen and then several items that were stolen out of St. George.
- We had another case in which a there was a vehicle burglary, and a wallet was taken out of that and credit cards. One of our officers was able to follow the credit. Before the credit card had been turned off it had been used at several locations so our officer was able to go and watch videos and it led to locating the suspect at a hotel in St. George. We served a search warrant there and were able to return the items that were stolen plus some other items from St. George. There were 11 theft charges, 10 unlawful uses of a financial card, 2 warrants, 2 drug charges, 2 child endangerment charges and some other charges just from this case. Our School Resource Officer, John Ward is the one that located the young adult in the morning. He was just filling in for us. Officer Ray is the one that tracked down that wallet and went to multiple businesses and hotels looking for video surveillance.
- Their Offices in Town Hall will be ready once the painting is done.

Ryan VonCannon:
- He attended the Utah Outdoor Recreation Strategic Plan Workshop put on by Utah State University. There were representatives from State and National Park Rangers and City Council members from all around southwest Utah. There was a discussion about what was the biggest threats to our outdoor recreation area. The top two across the board were overuse and lack of education. USU is putting a two-year plan together to try to come up with some solutions to help alleviate those problems. He said one suggestion was to have one common website for all of the recreation in Utah.
- We had another Utah Tech class come out on Oct. 22. They worked up at Gubler

cleaning out the planters. There were 27 students who worked for 2 hours.
- Last Wednesday the Parks Department attended the Greens Conference.
- We have a big tournament this weekend. They are using all of our fields.
- Veterans Day is Friday. All of the flags are up at the cemetery.
- Dec. 17 is the Wreaths Across America ceremony at 10 a.m.
- Mayor Rosenberg said this is a neat program and highly recommended that the Council and Staff attend this ceremony.

Gary Hall:
- The control panels on the two old generators are getting upgraded so they will be identical to the two new generators. Engine 1 is almost done. They are trying to get it all done by next week. Eaton Company will be here next week to start the new Skada system install. They are going to try to be done by Thanksgiving.
- They interviewed a candidate for hire, and he seems to be a good candidate. He is an apprentice who has enough hours to be a third year but is only a second-year step. He has enough hours that we feel good about hiring him. Then we should be staffed.

Dustin Mouritsen:
- He met with the MPO today and put in a couple of projects for the 2027 funding that is coming up for the completion of the design of the Western Corridor and the joint project with Ivins for EA and 60% design on Hamblin Parkway. We will find out on Dec. 7 if either one or both of the projects were selected. He will keep Council up to date on that.
- Mayor Rosenberg asked where the Hamblin Parkway goes. From where to where?
- Dustin Mouritsen said it goes from Hwy 91 to Black Desert. SITLA and Black Desert are completing that portion of Snow Canyon Parkway.
- Mayor Rosenberg asked if there have been any more attempts with the Frei's Fruit Stand to get rid of the parking out on the street.
- Dustin Mouritsen said he met with them about 3 months ago and they just won't budge.
- Mayor Rosenberg asked if we are to the point where we mandate it. It is getting scary. We have presented them some options but at some point in time we need to remove that diagonal parking that is on the street and incorporate some turning lanes and it would be nice to have it done by the time the fruit stand opened on Memorial Day.
- Dustin Mouritsen said they are not against removing that parking. Vickie doesn't want to lose that on street parking for her little store there.
- Mayor Rosenberg said we may want to set something up with them again to discuss how this can be done before Memorial Day.

Chief Parker:
- We are about halfway done through our ISO. We have done some pre-survey work and we are working with the Water Department. There are seven packets that we have to go through, and we are about halfway through that. Dec. 13 is the day they will come and do that update for us.
- Nov. 28 is the next CERT instruction and training. It is a 6 or 7 week course through FEMA and citizens will get a certificate out of it. We have about 30 participants right now.
- We have a couple of burn projects. We will be doing the project at Tobler Park on Nov. 19. We have another project the following Saturday. He said if there are any other

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projects out there, let him know.
- Mayor Rosenberg asked Chief Parker to take pictures of the project that they are doing on the river. That helps with keeping the funding coming.

6. **<u>Executive Session</u>: None.**

7. **<u>Adjournment</u>:**

Motion to adjourn by Leina Mathis.
Seconded by Christa Hinton with all members present voting aye.
Meeting Adjourned at 5:38 p.m.

_____ Date Approved: _____
Chris Shelley – City Recorder

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SANTA CLARA CITY COUNCIL SPECIAL MEETING
WEDNESDAY, NOVEMBER 30, 2022
MINUTES

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Special Meeting on Wednesday, November 30, 2022, at 5:00 p.m. in the City Council Chambers of the Town Hall at 2603 Santa Clara Drive, Santa Clara, Utah.

Notice of the time, place and agenda of the meeting was provided to the Spectrum and to each member of the governing body by emailing a copy of the Notice and Agenda to the Spectrum and also, along with any packet information, to the mayor and each council member, at least two days before the meeting. The Meeting will be available to view live steam on the YouTube link: https://www.youtube.com/channel/UCxLBLm30-XLqM1AEmhpcMA.

Present:	Mayor Rick Rosenberg
Council Members:	Ben Shakespeare, Christa Hinton, Jarett Waite, Denny Drake and Leina Mathis
City Manager:	Brock Jacobsen
City Recorder:	Chris Shelley

Others Present: Dustin Mouritsen, Public Works Director; Cody Mitchell, Building Official; Ryan VonCannon, Parks & Trails Deputy Director; Gary Hall, Power Director; Andrew Parker, Fire Chief; Matt Ence, City Attorney; Jim McNulty, City Planner; Jennifer Kohler; Heidi Kohler; Richard Kohler

1. **Call to Order**: Mayor Rosenberg called the meeting to order at 5:01 p.m. He welcomed everyone and introduced himself and the City Council.

2. **Opening Ceremony:**

   - Pledge of Allegiance: Ben Shakespeare
   - Opening Comments: Ben Shakespeare

3. **Conflict and Disclosures: None.**

4. **Working Agenda:**

   A. Public Hearing(s):

   1. Public Hearing to receive public comment regarding an amendment to the Santa Clara City Pole Attachment Fees. Presented by Gary Hall, Power Director.

      - Gary Hall said the last Pole Attachment Agreement was done in the 1980's so it is time update the agreement with new wording and policies with cable TV and the communications companies that are attaching to our power poles. With that we are going

to upgrade some of the fees. We are going to match what St. George City is charging for their fees. His report states, "Santa Clara City Power is requesting approval of a new Pole Attachment Agreement with associated fees. The Pole Attachment Agreement is an agreement between the City and communication companies to attach their cables to city owned power poles. To the best of my knowledge, the current agreement was drafted in the 1980's and has not been updated. I have taken St George City's agreement and revised it to fit our needs and have sent it to Matt Ence for review. He has returned it to me with his approval. The current fees are $12.00 per pole attachment, per year and there is no application fee that I am aware of. I am requesting to increase the attachment fee to $20.00 per attachment, per year and an application fee of $250. The application fee is to cover administrative costs to review the application and to cover site visits to inspect the attachments. These fees match St George's fees." He said the fee covers up to 20 poles. This is for new attachments.
- Mayor Rosenberg asked Matt Ence, City Attorney, if he has looked over the agreement.
- Matt Ence said yes. He stated that he wanted to acknowledge Dustin Mouritsen's patience. He waited a long time to get through this. He said that we went through this and updated a few things for Santa Clara City but otherwise it reflects St. George's agreement and policies generally speaking.

p.m. Public Hearing Opened.
- No public comment.
p.m. Public Hearing Closed.

B. General Business:

1. Discussion and action regarding an amendment to the Santa Clara City Pole Attachment Fees. Presented by Gary Hall, Power Director.

- Mayor Rosenberg told the Council that they have seen the agreement and heard public input and asked them if they had any questions for the Staff regarding the agreement.
- Ben Shakespeare asked if the permit fee is a one-time fee.
- Gary Hall said yes.
- Mayor Rosenberg said the annual fee of $20.00 is per year. They will have to pay that every year.
- Gary Hall said they will be billed annually for however many attachments they have in the City.
- Christa Hinton asked about the people that are paying $12.00 a year right now. Will they have to pay $20.00, or will they be staying at $12.00?
- Gary Hall said they will go up to $20.00 but they won't have to pay the application fee since they are already there, but the attachment fee will go up for existing customers.

Motion to Approve an amendment to the Santa Clara City Pole Attachment Fees and the Pole Attachment Fees agreement. The attachment fees will be raised to $20.00 annually for the attachment fees and an application fee will be added of $250.00 as presented.
Motion by Denny Drake, seconded by Ben Shakespeare.
Voting Aye: Jarett Waite, Christa Hinton, Ben Shakespeare, Leina Mathis and Denny Drake.

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Voting Nay: None.
Motion Carried.

2. Consider amendment to settlement agreement between the City and The Inn at Santa Clara, LLC, and Richard & Jennifer Kohler, to allow status quo to remain with respect to the stairs at Building A, the Inn at Santa Clara. Presented by Richard & Jennifer Kohler.

   - Matt Ence gave an introduction to this item. He reminded everyone present about the context that this is being presented in and explained why this was put on the agenda the way it was. The Kohler's have requested an opportunity to have a full hearing before the City Council. They have expressed their feelings that they have not had that opportunity in the past and in a recent mediation with them we have agreed that we would bring this back to the City Council for the Councils' consideration. The first item on the agenda is to consider any kind of an amendment to the settlement agreement. The context that this is coming back to the City in is we have a signed settlement agreement. It was signed in March 2022. It is our position that the Kohler's are essentially in default under that agreement because the 8 months that they had under the agreement to make a change, or an alternative proposal has passed. We are giving them this opportunity to come back and ask the Council if the Council would consider amending that agreement. He said the second item is if the Council decides that it is not willing to make a change to the settlement agreement, there is the option under the settlement agreement to consider an alternative proposal under what is referred to as "Option 2". The deadline for that under the settlement agreement has expired because it was an 8-month deadline but we agreed to give the Kohler's this final opportunity to make a presentation to the City Council and make a proposal for any alternatives that they want to propose to the Council for resolving the issues that have been expressed to them before by the City and that would be the second item on the agenda or Item 3 on the agenda. The City Council is free to make any motions or decisions on these items as Council sees fit after the presentation has been given from the Kohler's. The one proposal we have received from the Kohler's is to add stairs to the north end of Building A. They have actually submitted a Building Permit Application for that. Cody Mitchell, Building Official, has done a preliminary review on that option. Whether that is a proposal that the Kohler's are going to discuss tonight or whether they have other proposals is up to them.
   - Richard Kohler, Santa Clara, said the Council should have received, via email, a copy of comments he made from a booklet published by the State of Utah called "Ground Rules". He said the booklet is the handbook to Utah land regulations. He went through the items in the booklet. He said the settlement agreement requires them to meet the underlying provisions of State law (paragraph 17). He said using this handbook he wants to outline for the Council the provisions of State law.
   - Denny Drake asked Mr. Kohler if he is talking about procedure that dealt with the agreement that he signed.
   - Richard Kohler said what they are appealing is the entire procedure of appeal under State law.
   - Denny Drake said and yet he accepted and signed the document that was presented to him.
   - Richard Kohler said because the document says that the agreement must comply with

State law.
- Denny Drake said he was complying with State law when he signed the agreement.
- Richard Kohler said yes, he is relying on the agreement that they will follow State law.
- Denny Drake said we agreed with attorneys and Mr. Kohler's attorney that this was complying with that. He said the Mr. Kohler's attorneys reviewed it and he reviewed it, and we have a signed document by Mr. Kohler accepting that.
- Richard Kohler said he doesn't have an attorney representing them at this time.
- Denny Drake said but he did when the document was created.
- Matt Ence said he isn't sure there was an attorney involved on Richard's side when we did this settlement agreement. They were represented by counsel for a period of time, which is one of the reasons he got involved in this is because we were responding to the Kohler's counsel. But by the time we signed the settlement agreement Mr. Kohler had terminated that representation.
- Denny Drake said this doesn't help him with the decision that we are reviewing the process that has already been approved signed by Mr. Kohler.
- Richard Kohler said that in that agreement that they signed it said that whatever they do it must meet State law.
- Denny Drake asked what he has done. Anything?
- Richard Kohler said this is what they are saying right now. They are bringing to Council a summary of this handbook of the requirements of State law that apply. Those provisions of State land use law and appeals apply to this project.
- Denny Drake said kept you doing from what you agreed to do.
- Richard Kohler said no, under the agreement in their opinion they are allowed to bring Council an "Option 2" that complies with State law, with local ordinance and with the building code and they are using the handbook and have pulled paragraphs out of it to explain how it applies to them.
- Mayor Rosenberg said that Mr. Kohler is indicating that as part of the review for Option 2, we should be following these ground rules. He stated that is the next item on the agenda, that we will consider Option 2. He said this item is considering amending the settlement agreement between the City and The Inn at Santa Clara, LLC, and Richard & Jennifer Kohler, to allow status quo to remain with respect to the stairs at Building A. He said that decision was done and dealt with in the development agreement and the first item is to allow that status quo to remain with respect to the stairs. The City Council needs to make a decision on that whether you want to listen to the full argument on the next agenda item first, that decision has to be made first.
- Matt Ence told Richard Kohler it might be helpful for the Council if he would state clearly what he is asking for. If he is asking for things to remain as they currently are or what his proposal is or what he is asking for the City Council to do.
- Richard Kohler said the letter that he wrote to Matt Ence on Nov. 18, 2022 requested that they wanted to do a number of things per the settlement agreement. They wanted to discuss Option 2 and under that option they think they have an argument that Matt Ence has labeled "status quo" and the term "status quo" does not appear in the settlement agreement.
- Matt Ence said that is correct. He said he refers to "status quo" as a shorthand for leaving things as they are.
- Richard Kohler said they believe that their argument falls under Option 2 for a new

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proposal. He said Matt Ence used "status quo" to mean anything that doesn't need a building permit as status quo and only things that need a building permit are Option 2. He said they take issue with that. He said they don't believe that is the plain language in the settlement agreement. There are no words "status quo". There is no distinction between building permit and no building permit under an alternative proposal. He said what he is doing is making that Option 2 argument. He said he doesn't think it is correct to put this other item first.
- Mayor Rosenberg said that this discussion he is starting is consideration of Option 2.
- Richard Kohler said he believes it is.
- Brock Jacobsen, City Manager, asked what he is proposing in Option 2. What is his proposal as an alternate.
- Richard Kohler said he wants to demonstrate that Option 2 meets all the provisions of State law, local ordinance and the building code and it is compliant and therefore it can be approved.
- Denny Drake asked him what can be approved. What is the proposal.
- Brock Jacobsen said the Council wants to know what the proposal is and then he can go through why he feels that meets the code.
- Richard Kohler said he thinks it is important to do it in the order he would like to do it in.
- Ben Shakespeare asked for a copy of the settlement agreement. He said he was in that meeting for the settlement agreement, and it was very clear what the intent of the Council was. He said that Mr. Kohler copied and pasted and typed what the ombudsman has in the handbook.
- Richard Kohler said from the Ground Rules handbook he has made an index and he will discuss things in order.
- Christa Hinton asked if he is proposing an amendment to the settlement agreement.
- Richard Kohler said he doesn't believe that this is an amendment to the settlement agreement but that this is Option 2.
- Christa Hinton asked if we should make a motion on this item then.
- Denny Drake said we would be leaving the settlement agreement alone and completion of that settlement agreement is based on his Option 2.
- Matt Ence suggested that the Council have Richard Kohler make is presentation and then it is important that the Council take action on both items that are on the agenda but let's reserve any action until the presentation and discussion are done and the Council can decide at that point whether an amendment to the agreement is warranted or not and Council can take action accordingly.
- Richard Kohler said he will begin with "Civil Statement from State law". He read that even the City must follow its own rules as it administers the land use regulations process. He said he then makes an argument and when there are multiple arguments, he numbered them. He said his first argument is the Building Official is the enforcing officer of Santa Clara. He said the dispute started in May 2021. He said they came before Council for the first time in March 2022. He said that is a long time to not have anyone hear their appeal in any way. He said the City Code states that the Building Official is the enforcing officer. He said they were unable to have conversations with the Building Official during that entire period. He stated that he asked Matt Ence if they could meet with the Building Official and the City Planner and Matt said no because there is no reason to do that. He

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said that is an appeal they feel they have always had a right to do.
- Matt Ence said they have a pending building permit application.
- Richard Kohler said that the Planning Staff is the land use authority. He said they are in front of Council because this appeal they are making for their project, they are saying they have done things correctly and they have had rights to appeal, but it hasn't been allowed and the State law says they have rights to appeal. In the City Ordinance, 17.10.030 says that the Building Official is the land use authority as a duty and if the person receiving a notice of violation doesn't think it is right, they have the right to appeal to the Building Official and wanted to in May 2021 and had they been able to do that they wouldn't be before Council and the whole problem would have gone away because the Building Official would have told them what the rule is on the purported violation.
- Denny Drake said if it would have been the same as to what he (Richard Kohler) and the City Council agreed to then what would be the difference.
- Richard Kohler said this was when Corey Bundy was the Building Official, May 2021, but they weren't allowed to talk to him.
- Denny Drake said if the decision were the same, what difference does it make because his opinion would have been reviewed by the City Council if we disagreed. He is just a referring body. The same with the land use authority.
- Richard Kohler said that is not true. The City Code says the Building Official is the land use authority. He makes a ruling and if he says you are right then it is done.
- Denny Drake said if doesn't come back to Council if it is not according to the plan Mr. Kohler presented. It comes back to us if it's not.
- Richard Kohler said if they receive the violation to go to the City's Building Official and have him make the decision. He said that never happened. He said they were not allowed to do that.
- Denny Drake said he is having a hard time with the agreement the Kohler's signed having any effect on what Mr. Kohler is presenting tonight.
- Richard Kohler said had they been able to do that the whole ten months never would have happened because the decision by the land use authority would have been given to them, but they didn't get one because they had no opportunity. He said that was a violation of State law.
- Denny Drake said they still had the opportunity before they signed the agreement to disagree. They didn't have to comply with that.
- Richard Kohler said Denny Drake can't presume that all the events between May 2021 and this last March would have happened had they had the opportunity. He said they were denied that appeal.
- Brock Jacobsen said they may have gotten that same outcome. Mr. Bundy may have given them the exact same response that Council gave him. He said that Mr. Bundy didn't speak with the Kohler's because they retained an attorney.
- Richard Kohler said they did not.
- Matt Ence said he wanted to provide some useful context to the Council on this. He said that one of the fundamental disagreements that we have had with Richard throughout this whole dispute has really been what the issues that the City have raised are building code issue or whether they are zoning issues. That is at the heart of what Richard is talking about. When the Kohler's reached out to the City through their attorney in May 2021 one

of the reasons we informed the Kohler's not to communicate with other Staff members at that time was because they had contacted the City through an attorney and so the City responded through its attorney, which is himself. In those communications with their attorney, one of the things he communicated to them was that it was the City's view that the issues with the way the property was constructed go back to the original zone change approval, it was a PD zone change that was approved in October 2016 with a General Plan Amendment that happened at the same time the City Council approved them both, and the context of that approval and the basis for it was some representations that were made by Richard Kohler at that time. What Richard is arguing is from his perspective these are building code issues.
- Richard Kohler said it is not a building code issue.
- Matt Ence said he will withdraw that. He said that from the City's perspective this is a zoning issue that goes back to approvals that were given by the City Council and the Building Official is not an appeal body for the City Council when it makes legislative decisions. He said that is the City's position.
- Richard Kohler asked the Council if they are acting now as a legislative body or an appeal authority. He said he believes they are an appeal authority. That is the only way it is possible they can come before them. Because the Council is acting as an appeal authority, they are bound by the prior approval that the Kohler's received, the zoning approval and building permit and all the other approvals they received from the City. The Council can't make new legislation or add conditions or add things now that they hadn't done then in 2016 and 2018.
- Matt Ence asked if the Council would like him to respond to that.
- The Council all agreed that they would.
- Matt Ence said his response to that is that when the issues with the property are violations of the conditions upon which the zone change was approved the only way to resolve that without the Kohler's fixing those issues is for the City Council to make new legislative action to change the conditions.
- Richard Kohler said that is not true because the City's zoning ordinance says their first appeal if they received an alleged violation is to the Building Official pursuant to the provisions of the land use authority in the City's zoning ordinance. He said had they done that they wouldn't be before Council now.
- Denny Drake said had they been in compliance there wouldn't be that issue now either. He said the Mr. Kohler made an agreement and hasn't lived up to the agreement. The process was done legally and what he is presenting is just his opinion as his facts.
- Richard Kohler said it is not his opinion.
- Denny Drake said it is his interpretation of this book.
- Richard Kohler said he can't site State law and the City's zoning ordinance and say it is his opinion.
- Denny Drake said it is his opinion. He is interpreting his opinion as to how it is to be done. We are the elected body by the people. The final decision for the City of Santa Clara is ours and not a City employee who is representing the City Council as a Building Inspector or a Building Authority. We are the final say.
- Richard Kohler asked then what is the provision in the zoning ordinance that says that the Building Official is the land use authority.
- Denny Drake said it says that he is the enforcing officer. That doesn't mean that he is

the authority that does both. The City Council reviews anything that goes on according to zoning.
- Richard Kohler said that if you want to take the position that, that citation he made of the zoning ordinance is not true that's okay, but it is there and is not his interpretation of what it says.
- Denny Drake said it is his interpretation because he is saying because the Building Official is the enforcer, he has control of the zoning ordinance. That is not true. He enforces the ordinance, and we review what he does as the legislative body and elected officials of Santa Clara.
- Richard Kohler said that's not true because the appeal happens in steps. Their first appeal according to the City ordinance is to the land use authority which was Corey Bundy, the Building Official. It doesn't involve the City Council.
- Denny Drake said and that's why they didn't complete the 8-month period of doing what they assigned themselves to do and agreed to do when they signed the document.
- Richard Kohler said they have the right under the agreement that explains State law the requirements for their project, it explains the City ordinance that they meet and the building provisions that they do or don't meet. They have that opportunity.
- Denny Drake said Richard had that opportunity and have had it for over two years. He knew he was in violation and there was a violation written to him and he had a settlement agreement signed by him.
- Richard Kohler said they haven't been able to discuss it with anyone except Council.
- Denny Drake asked why he signed the agreement.
- Richard Kohler said because he had no other options.
- Denny Drake said he didn't have to sign the agreement and he certainly had an option.
- Richard Kohler said that under the agreement he has Option 2 which he is doing now.
- Mayor Rosenberg said no, he is explaining a bunch of other stuff. He said he would really like to see and hear Option 2.
- Richard Kohler said he is explaining that they comply with State law and local ordinance and building code and he has that right under Option 2. It doesn't say "status quo".
- Mayor Rosenberg asked what Option 2 is.
- Richard Kohler said it is an alternative proposal before the City Council.
- Mayor Rosenberg asked if we are going to argue semantics instead of deciding what we are going to do on the building. The options are to correct it so he can comply with the ordinance.
- Richard Kohler talked about paragraph 18 and 16 of the settlement agreement. He said they should just read it. One is about State law and the other is about the local ordinances and building codes.
- Jarett Waite said that Richard is stating that things in this booklet are State law, but he doesn't believe that is true.
- Richard Kohler said they aren't State law, but this is used to explain State law.
- Jarett Waite said it is really good advice but not actual code.
- Richard Kohler said it is a general guideline explanation.
- Jarett Waite asked if Richard is saying to comply with the agreement, he can bring this book into the discussion because this is State law.
- Richard Kohler said it is a simplified way for him to introduce the principles of State

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law. He said they don't want to hire an attorney and are not interested in suing the City. They are interested in having an appeal heard here.
- Denny Drake asked if he is looking to have the Building Official review it with our TRC and then they refer whatever they are going to do to the City Council and then the City Council make a decision. He asked if that is what Mr. Kohler is asking.
- Richard Kohler said the provision he cited in the City zoning ordinance does not say that the Building Official will give them a decision and then refer it to the City Council. It says that he is the land use authority, and he gives them a decision and it is done. He said that is what the ordinance says and that is what the land use authority means, and appeal means.
- Ben Shakespeare said if he is going to take that position it could be argued the other way.
- Mayor Rosenberg said if he is looking for a decision from the Building Authority why is he here.
- Richard Kohler said this is a complaint that he has. We were not allowed to go to the Building Official and they were banned from having this appeal.
- Mayor Rosenberg asked how he can appeal a decision that hasn't be issued. He asked if Mr. Kohler has submitted all the required documents to get a decision by the Building Official. If he hasn't submitted a complete application, they are not due a decision by the Building Official.
- Richard Kohler said they have received from Brock Jacobsen verbally and probably in writing a notice of violation. He said that when they received it, they had a right, according to the ordinance, to appeal the decision of the Building Official.
- Brock Jacobsen said he is citing 17.10.030 D. It says on D that if the person responsible for the alleged violation denies that a violation exists, he can appeal the decision of the Building Official. Not to the Building Official but the decision of the Building Official.
- Richard Kohler said the Building Official would make the decision that could be appealed. He said that didn't happen and they didn't get to go to the Building Official and appeal.
- Brock Jacobsen said he thinks that when they were put on violation the Building Official was part of that decision and that is why he let Mr. Kohler know there was a violation that existed, so the decision was made by the Building Official. Now Mr. Kohler is appealing the decision of the Building Official, which was that a violation exists, and he is denying that a violation exists.
- Richard Kohler said the land use authority ordinance says that the Planning Staff shall be the land use authority, so they were going to the Building Official who at the time was Corey Bundy who at the time was the Building Official and the Planning authority and they were going to the TRC, but they weren't able to do that. He said that is the land use authority they should have gone to.
- Brock Jacobsen talked about the things they are able to review in TRC and in that and when changing to a PD zone Planning Staff would not make that decision. That decision would come back to Council as they are the ones who approve a PD zone change.
- Richard Kohler said they got the notice of violation in 2021. The land use authority is the Planning Staff but rather than having that appeal they couldn't talk to those people because they weren't allowed to talk to them.
- Matt Ence said the reason he steered Richard back to the City Council is because the

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violation that he was given notice of was a violation of the zoning approval. That is how is has always been communicated to him. That has always been the City's position. This was Richard's second opportunity to come and present to the Council and make his argument.
- Richard Kohler said that in March they were given to purported zoning violations. One has to do with parapet heights and the other has to do with the setbacks. He said the Planning Staff reviews setbacks and it is their responsibility. He said they couldn't go to them but should have been able to.
- Jarett Waite said he is missing one part in the ordinance. It says, "setbacks of one foot or less". That is really minor changes that they can review based on this. He said that is his concern as a Council member. This is more than a one-foot difference from on the plans.
- Richard Kohler said it is about a foot. He said at that time it was not deemed to be a violation. He said they weren't stopped and continued with construction under the site plan that was reviewed. He said if it had been noted as a violation this was in 2019 and they were told it was a violation in 2021. He said they had no notice to do otherwise.
- Jarett Waite said that the Planning Staff can only review minor changes and a stairwell in a setback and which side the stairwell should be on are pretty major things that the Council would want to review. He said we have had this issue with other planning development plans where a developer comes to the Council, and we go through the whole process and then they come back and want to change something then they can come back to the Council and amend their original PD.
- Richard Kohler said the difference is before they build it, they have notice that it is an issue. He said they didn't. He said they should still have the right to appeal.
- Denny Drake said that is his interpretation. He said the Council is the legislative body who is elected by the people and makes the decisions for Santa Clara. Not a Planning Commissioner and not a Building inspector but it is the elected officials by the people. That is who the authority lies with.
- Richard Kohler said when they come before the Council and ask for their approval that is right but when they come with an appeal the ordinance says to go to the land use authority which is the Planning Staff.
- Denny Drake said this isn't an appeal. It is an agreement that Mr. Kohler signed. He read some of the options that were given to Mr. Kohler that he has done nothing with, but he signed this agreement. He asked how he can justify not completing what he agreed to do. He said he can't do that and legally signed this document. He shouldn't have signed it if he wasn't willing to do what he committed to do. He said there are a number of options in the agreement.
- Richard Kohler said that Option 2 said it doesn't limit if they build something or not. He said it allows them to have this discussion.
- Denny Drake said Mr. Kohler had the opportunity of doing Option 1, 2 or 3 and he did nothing. We gave Mr. Kohler eight months to comply with that and in that eight-month period he did nothing other than to prepare a document to argue against what is already signed and agreed to by him.
- Richard Kohler said he met with State representatives in the ombudsman office during that time and prepared documents to do this now.
- Denny Drake said for Mr. Kohler to tell the Council what he is going to do with Option

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- Richard Kohler asked the Council to look at Item 3 on Page 4. He said it states about the shift of the property line. He said they hired a surveyor. He stated that there are two site plan documents; one is dated Nov. 2018 and the setback to the silo was 2ft. 9in. and the setback to the south wall Arrowhead Trail building was 10ft. to the stairs at the time. He said they changed it once they got the survey. He stated that 3ft. disappeared from their property once they got the survey. He said they had prepared, for the building permit, the first site plan, that Matt Ence recognizes. The second site plan had to be prepared subsequent to the survey and it adjusted. He said they moved the silo from 2ft. 9in. to 5ft. away from the property line wall. He said what they did with building A, the Arrowhead Trail building, was move the corner of the building to 13ft. from the property line wall. He said at the time the building corners were located and poured in concrete that was the situation. The property line was considered by the City and them to be where it has always been. He said in the summer of 2019 they poured the concrete. At that time Corey Bundy was the Building Official and the Planning Director and he feels that Mr. Bundy had the authority to approve minor variances and he did that. He said that he told them that and also told them that the setback on the south property line was probably about 2ft. He said that if the property shifted 3ft. they would still have 2ft. He said that was deemed acceptable. He said they were approved by the Staff, and they had no notice they were doing anything wrong. He asked if it was fair that someone later, 2 years to tell them that they did it wrong. He feels it is correct what they did. He continued to quote what he stated as State law from the handbook. He said where there are ambiguities and confusing language, they are to be resolved in favor of the use of the property. He said from their point of view they are doing things properly. He said things changed but they didn't do it without drawings and inspections. He said they continued to do the things they had a duty to do. He said he thinks that State law says there is a duty to resolve those confusing directions in their favor. He said that Matt Ence recently wrote to them that "critical of the building permit plan, the plan submitted to the City and approved by Corey Bundy are contradictory in some respects but it the primary site plan (the one adjusted by the survey) that's where the property lines are". He said the confusion shouldn't abrogate their rights to have the building where it is.
- Matt Ence asked about the site plan that reflects the current layout/measurements. He said his concern with that is that he cannot locate anything in the City's records that shows that Corey Bundy approved that site plan.
- Richard Kohler said he will address that. The next thing he wanted to discuss was public clamor. He said their zoning was approved in 2016 and their building permit was approved in November 2018 and their construction was mostly complete by July 2021. He stated that they received notice from the City of the purported violations in May 2021 when all they were doing was the landscaping. He said it was not timely in terms of the complaint. He said they relied on the approval of the City to their detriment because of when they were notified of this purported violation. He said when it came was not fair and they can't change at that point. He said that in August Matt Ence told him that he has had residents contacting him in recent weeks to find out what was going on. He said that Matt said the City and City Council members have a delicate balance to strike and the longer this goes on the more pressure builds up from the residents and the more difficult it may be for this to be reach an outcome which will be manageable for them (the

Kohler's) as the City can defend against residents' complaints. He said he brought this up because State law says (he got this information, again, from the handbook) that public clamor is not sufficient evidence upon which to base an administrative decision. He feels it clearly is. He said it is a two year late administrative decision. He feels like this is where it went astray. The City is hearing the public clamor and they say something has to be done by them (the Kohler's) even though they have done everything according to the building permit and zoning approval. He feels public clamor is the primary reason for the dispute and it shouldn't have been. He said that those who serve as land use authority must afford due process to the applicant. He read a provision from the building code that said that this code shall not require changes in the construction document/drawing. Construction or designated occupancy of the structure for which the lawful building permit has been issued. He said that is their situation. They have built it according to the lawful building permit that they have, and the building code says they can't make changes to it. It is a lawful building permit. He said the City is making changes and making changes they have to do that are not on the building permit.
- Denny Drake said that is depending on which building plan you see. One didn't have the southern stairwell.
- Richard Kohler said that goes back to the current confusion. The only site plan that works is the one where they are shown just where they are today. It was the one that was used prior to the concrete pours.
- Denny Drake said that because of the zoning request from the first site plan is why they got their zoning and yet they did not build it according to the first plan submitted. The northern stairwell was on the original plan, not the southern stairwell.
- Richard Kohler said no, the zoning approval has two staircases on it.
- Denny Drake said not the one he saw.
- Mayor Rosenberg said it intermixes. Some plans have two, some plans have one. There is no rhyme or reason. He said that the detail plans that he sees come from after the preliminary zoning site plan. The detail plans show no stairwell on the south and a 10ft. setback and surveyed boundary lines after the survey. He said he is trying to figure out where all these detail plans came from.
- Richard Kohler said there is only one site plan that shows the survey line on it.
- Mayor Rosenberg said it is an error. The design error on the plan.
- Richard Kohler said they had reasonable assumption that the survey line and the property line were coincidence. He said the City's surveyor said that was not the case. He said there is only one site plan that has the survey line and the block wall on it. He said there is only one site plan after the survey. That is the only one they could have drawn.
- Mayor Rosenberg said so all these other plans are all bogus and bad. He asked if that site plan was ever given to the City. He said this wasn't resolved because this was ignored in this case.
- Richard Kohler said they got the new survey and prepared a new site plan which took about a month, and they moved the physical corner of the stairway one foot. He said this is the site plan that existed and got built in 2019. He said they can't change that and that was approved by the Building Official inspecting, and he believes it was also approved by the TRC because Corey Bundy would have taken it there.
- Matt Ence asked if there is any documentation.

- Richard Kohler said there is possibly missing documents.
- Brock Jacobsen said it would only come back to TRC if Mr. Kohler came back to TRC. It wouldn't come back after Council approved the site plan. It would have just gone through Mr. Bundy for approval of the building permit.
- Richard Kohler said the Mark Weston, the Planning Commission director, reviewed the site plan. He said they have some email communication that he did. He said that site plan existed and was used for construction and deemed to be in compliance by Building Officials.
- Matt Ence asked if Richard had a copy of the site plan.
- Richard Kohler said that Matt has a copy of it. He said it was sent with one of Michael Dunn's letters.
- Denny Drake asked what Richard would like to have happen.
- Richard Kohler said what the thinks he can demonstrate is for a lot of the issues the City has raised that they are in compliance with the zoning code, State law and the building code. He said they got put in the historic district so at that time it allowed them to apply for a setback in the historic district for a side yard of zero feet. He thinks that they should, under the settlement agreement, have that remedy to solve the problem. That they should be able to have the remedy of the Council telling him he did things correctly and that they have the right to go before the Historic District Commission and get a setback to what it is.
- Denny Drake asked if Mr. Kohler wants the settlement agreement done away with.
- Richard Kohler said no, within the settlement agreement.
- Denny Drake asked what he is going to do within the settlement agreement.
- Richard Kohler said they are going to have that action taken by the Historic Commission or the City Council that it is okay that it is where it is now.
- Denny Drake asked how the Council can have that authority when it is just a land use. He said that Option 2 still hasn't be explained other than Mr. Kohler wants it left the way it is, and we appeal to the Historical Commission for a setback. He said he doesn't see that in Option 2 so which option is Mr. Kohler talking about.
- Richard Kohler said it is in Option 2.
- Denny Drake read Option 2, "Consider an alternative proposal to resolve the issues with the stairs and terrace at Building A." He said he hasn't heard one thing that resolves that issue. He read from the agreement, "Mr. Kohler acknowledges that the City's concerns were communicated to him at the Public Council meeting held March 8. Review of any proposal by the City Council will be in a public meeting. Any construction proposed by Mr. Kohler under this option will also require review by the City Building Official and probably the issuance of a building permit if required by the Building Official. Mr. Kohler understands that. If any proposal made under this option is not accepted by both the City Council and the Building Official, then he will be required to elect one of the other two options available under this section 3 in order to fulfill this agreement." He said Option 2 requires them to build something.
- Richard Kohler said it says, "if required by the Building Official". He said there are options in Option 2 that don't require construction.
- Denny Drake said that it says that if he doesn't do it, which he hasn't done, that it refers to Option 3. He asked what he is going to do under Option 3. He said he hasn't heard anything that resolves the issue of the stairwell and the mezzanine area.

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- Richard Kohler said they are resolving it because they have always had a right, with their place in the historic district to have a setback of as little as zero feet.
- Denny Drake said there is nothing that says that at all in the settlement agreement.
- Ben Shakespeare said he wanted to read from the minutes of the City Council meeting in March. He said he hoped that Mr. Kohler has read this because these are his words. He read, "Mr. Kohler said he understands the City Council's reluctance to not have a design accompanying the settlement agreement." He said we spent a lot of time talking about design before we agreed to the settlement agreement. He said Mr. Kohler was reluctant because he needed to close on his loan. He continued to read, "The value to them of finishing the roof and pool is great enough that they are not just going to do anything. They would prefer that they could accompany the rooms and separate the occupancy of the rooms which would allow them to close their construction loan and give them time and energy to put money where it belongs finding the resolution. He said he thinks he should contact Council members individually to get direction on what the resolution should be. He feels like he doesn't have enough information and he doesn't think the Council has enough from what he is hearing." He said the meeting went on for a long time talking about the 5-7ft. screen wall that was discussed on the stairs as well as raising the parapet 3ft. He said that never once in the meeting was Mr. Kohler saying that his proposal was to come back and do nothing.
- Richard Kohler said to not put words in his mouth. He said that all along he believed that he had this option he is presenting tonight.
- Ben Shakespeare said the minutes go on and on. Mr. Kohler is putting words in the Councils' mouths, and he is saying that his option all along was to do nothing and argue what has already been argued for a year and a half.
- Richard Kohler said his belief was that Option 2 allows him to come to Council and do what he is doing to argue on behalf of his right, under State law, the building code and the local ordinance.
- Ben Shakespeare said that was argued for five pages of minutes. He said we have had this argument. He is rehashing everything we did on March 9, 2022. He said he was at that meeting and was part of the discussion. At the end of the meeting, we discussed the intent and the purpose of the settlement agreement and there were multiple options, but Mr. Kohler's exact words were, "Give me time to put together a proposal on an option". Not to argue something we already argued for an entire night.
- Richard Kohler said he thinks he said he wants to give the Council more information. That is what he is doing. He said he doesn't think he ever said he is going to give new construction.
- Ben Shakespeare said his words were that he wants to come up with a design. He read those words in the minutes. He said a design isn't to come back and argue State law. We have had this discussion.
- Richard Kohler said the settlement agreement requires him to comply with State law and comply with the zoning ordinance and the building code. He doesn't believe there is physical construction that does all of those.
- Ben Shakespeare said we discussed the 5-7ft. fence that was proposed. We discussed tinting the glass rail. We discussed planting against the wall. We discussed moving the stairs to the north side. All of these discussion are in those minutes from March 9, 2022. He said we then followed up with Mr. Kohler's comment that he needs time, and he

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needs to close his construction load. He said he was very sympathetic to Mr. Kohler to give him time. He said if a letter had come to the City Council that stated he needed additional time the Council would have been sympathetic to that, but we are making the same arguments that he can read in the minutes.
- Richard Kohler asked if Ben is saying that Option 2 requires them to build something.
- Ben Shakespeare said yes.
- Richard Kohler said then why does it say that they may or may not have to do a building permit.
- Ben Shakespeare said because it has to be proposed. We had no design. He said the Kohler's had a proposal with the support of the Council originally. He had a drawing with of 5-7ft. on the stairs and he thinks the Council was ready to approve that and then it came back to a structure on the fence and the Council was not acceptable to that.
- Richard Kohler said he is happy to explain why Option 1 is not viable.
- Ben Shakespeare said he already explained it on March 9. It is already in the minutes. We have had this discussion. He said Mr. Kohler is proposing as if the intent was that he could come back and argue State law and the code. That was never the discussion in the minutes as to what it was in March. He said he is looking at the facts in the documents and going off what is in the minutes. He said he doesn't have this mysterious site plan. He has plans that show stairs on both sides and all the minutes and what we discussed in March, which meeting he was at. He said it is a fairly simply resolution from a construction side.
- Richard Kohler said in his belief the only way he can meet State law and the building code is Option 2.
- Ben Shakespeare said he would disagree with that. He said Mr. Kohler's argument isn't to construct something but to leave it as is and that was never, ever a discussion point in this, and Mr. Kohler never would have the support for that from the legislative body.
- Matt Ence said assuming that Richard is correct that Option 2 allows him to make a proposal, which is to do no construction. Option 2 also requires that that option be approved by the City Council. We can argue about what this says and whether he can do no construction, but he has a body of people that he needs to convince so he suggested that he convince them and don't argue with them.
- Ben Shakespeare said that on March 9 that was never an option. He talked about how the discussion was tinting, railing, planting. Never once was doing nothing a proposal.
- Richard Kohler said that when they came to the meeting on March 9, there were two outstanding items on the agenda, the setbacks and the heights of the parapet walls. He said that is what they came to appeal.
- Mayor Rosenberg said it was the stairs and the setback.
- Richard Kohler said that roughly halfway through the meeting they said they couldn't do what was in the drawings because it is prohibited by the City's zoning ordinance because it was taller than 9ft.
- Matt Ence said he needs to correct that. That was Richard's interpretation. We said the Building Official had looked at it and agreed it could be built. He said that was clearly stated. He told Mr. Kohler to not say he couldn't do it because of the City's ordinances. The City said he could do it and we put it in the agreement as an option.
- Richard Kohler said that Cody Mitchell and Jim McNulty made an argument that as it was classified as an arbor it could be done. He said they have a building permit and a

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zoning approval which do not show anything 17ft. tall. He said they don't believe they can legally do that and be in compliance with their original zoning approval. They further don't believe that the City Council acting as an appeal authority is going to vote that they should or have to build something that is above the height limit and not on the zoning approval document. He said those drawings become their zoning law. He said they literally can't do that. He said he made the argument in the first place so they could get their occupancy permit. He said they didn't have any other options. He said that on Page 6 it says that an appeal must be provided from every administrative decision to a local appeal authority. He stated that in December 2021 Cody Mitchell gave them a letter saying he denied the occupancy permit and referred to Matt Ence's October letter which requires them to build a wall they can't build legally. He said the City Council's and City Attorney's actions collectively are requiring them to do something else that requires another building permit. He said that after December they tried to have an attorney in their behalf to have an appeal to the correct board of appeals. He stated they filled out an appeals form to be heard by the board of appeals. He said a lot of problems he is having is that the Council is naturally the legislative body for Santa Clara and can make any law they want and deal with however they want but as an appeal authority they are constrained. The Council should be acting on just the fact of the documents he is telling the Council about and not on imposing a solution that they can't legally even build. He said to the extent the Council wants to impose that, it is not right or according to State law or the local ordinance or the building code. He said that Matt Ence told them they can't go to the board of appeals. The difference between the two bodies are that the board of appeals composed of builders, architects, engineers, surveyors, former building officials and people familiar with how building codes operate. He says he feels that is the correct appeals for him by the ordinances and the building code.
- Christa Hinton said that we have the settlement agreement before us, and we were all in the same meeting in March. It says, "Alternative Proposal" which means it should be something different than what he had originally proposed. She said she would like to hear that. She said she wants to go off of the settlement agreement that he signed. She said she would be interested to hear in the alternative proposal an application has been filed by the co-owner.
- Richard Kohler said he doesn't want that voted on until we vote on this.
- Christa Hinton asked what we are voting on. Mr. Kohler is rehashing things we have already talked about. She said she agrees with Councilman Shakespeare that we have already talked about all of these things. She said she would like to talk about the settlement agreement. Is he proposing an amendment to the settlement agreement? Is he proposing an alternative proposal under Option 2?
- Richard Kohler said he is proposing under Option 2 something that satisfies the State law, local zoning ordinances and the building code.
- Leina Mathis asked what the something is that he is proposing.
- Richard Kohler said he outlined it by saying they have been in the historic district, and they have zero setbacks.
- Mayor Rosenberg said if the Historic Commission approves it and he hasn't submitted any application or fee for their approval. He told Mr. Kohler that he has had more than an hour. He said he would like to hear the co-applicant's position. He asked Mr. Kohler to have a seat. Mr. Kohler has had more than an hour and we seem to be hashing the

same old stuff. He said if he wants to make an application to the Historic Committee then make said application. They will review it and submit a recommendation.
- Brock Jacobsen said they are a recommending body so they cannot grant that. It would just be a recommendation to come back.
- Jim McNulty, City Planner, said not on setbacks.
- Mayor Rosenberg asked if they reviewed setbacks in March.
- Jim McNulty said no.
- Mayor Rosenberg said then even in March that was not an option. When they signed this document that wasn't an option. That is done. He asked Mr. Kohler to sit down so we can hear from the co-applicant.
- Richard Kohler began to raise his voice and talk over the Mayor.
- Mayor Rosenberg said he has four Staff here and they can physically remove Mr. Kohler from the building, and he will so instruct them unless Mr. Kohler would please sit down and let us listen to the co-applicant.
- Richard Kohler continued to talk in a loud voice.
- Mayor Rosenberg told Mr. Kohler he is done. He has been given ample opportunity. He had Bob Flowers and staff escort Mr. Kohler from the council chambers.
- Jennifer Kohler, 1190 Heights Drive, apologized to the Council for taking so much of their time. She said she feels like this is an exercise in compassion on the Council's part. She said you can tell how important it is for her husband to be heard. He doesn't feel like he us able to communicate his point of view and be understood and he is so convinced his point of view is valid that it will be you agreeing with him, and he will feel heard. She said her point of view to what brings us here is different than her husband's. Her point of view comes from an ethical point of view. He is interested in regulation and legal procedures. She said her focus is on their ethical obligation to be the best possible neighbors they can be. She said on that point she feels they have not performed as well as necessary. She said they neglected to fully take into account their neighbors' privacy concerns and communicate with them in a timely way. She said that for 3 years she was completely out of her depth and overwhelmed during the construction period. She stated that she and her husband were both very surprised when their neighbors expressed that they were upset. She said if she had been better at communicating before that that wouldn't have happened. Her desire to act in an ethical manner remains the same, whether or not the City Council approves or agrees with the regulation in law. It is a separate issue. She said she prefers to do it in a voluntary manner but if it is compelled then that is the case. She said she would like to make a request under Option 2 of the settlement agreement with the City from earlier this year. She is requesting that in lieu of Option 1 that was approved earlier, Option 2 would be an additional staircase located in the north end of the Arrowhead building. That would serve all of the maintenance work and any potential visitors. The existing staircase on the south end would remain and be for the exclusive use of the permanent residents. The second staircase located on the north end would provide some measure of privacy for their neighbors the Crams, who share the longest property wall with them. This Option 2 is the one they prefer over Option 1. In a text message of November 20, they pointed out that the approved Option 1, screen wall, does not offer them any additional privacy as the screen wall would not be installed in their direction. Option 2 also provides, in case of emergency, a second exit from the roof via the existing stairs, which would be a plus. She said there are drawings

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submitted for a building permit.
- Matt Ence expressed his appreciation to Mrs. Kohler for her work on trying to resolve these issues. He has spent some time with her, and our conversations have always been constructive. He asked about her proposal. He has heard reports recently that there have been events held at the Inn where people attending the events have been on the south stairs. Under the settlement agreement one of the things that was agreed was that the stairs to the roof would be off limits until the issue was resolved. If Option 2 is approved by the City Council, what measures would Mrs. Kohler put in place to prevent that from happening in the future? He said there are privacy concerns from the neighbors on the south side because this has been a large part of the reasons for the things we have discussed.
- Jennifer Kohler said he is speaking of one particular event. It was a wedding reception and two younger adolescent boys without permission walked up the back stairs unto the roof. Heidi (her daughter that is helping manage) discovered that quickly and chased them off of the stairs. In order to prevent that from happening again, they would want to put a gate at the bottom of the stairs. She said they would have to secure that.
- Matt Ence said he isn't sure the gate is reflected in the plans that were submitted for the building permit so that would be something that would have to be changed.
- Jennifer Kohler said okay, that is a reasonable request.
- Mayor Rosenberg asked if the plans show increasing the height of the parapet wall to the 7ft.
- Jennifer Kohler said no. The plan she has proposed so far is just dealing with an additional staircase. She said she has heard several comments requesting a staircase on that end of the building. For the neighbors behind them that was their preference.
- Mayor Rosenberg said he likes having the permanent, public access to the roof being on the north side. That is a good move. That goes back closer to the plans there were originally submitted. The height of the parapet wall was also a concern in the zoning, raising it to 7ft. Is that also part of the proposal or could it be?
- Jennifer Kohler said it definitely could be.
- Christa Hinton asked if she would also consider a gate at the top to close off that private staircase.
- Mayor Rosenberg said it could be labeled a fire exit. The exit could still be accessible, but it wouldn't be public.
- Ben Shakespeare said the original proposal showed a 5-7ft. screening element. He said he thought it was replacing that glass rail. He asked why not simply screen the stair and raise the parapet. He said the comment back from this in the meeting was it would be too cost prohibitive. He said moving the stairs would be as cost prohibitive as simply screening. His concern is that. It seems like simply raising the screen on the south side and raising the parapet is cheaper than building a stair.
- Mayor Rosenberg said if they have the 7ft. parapet and the gate or door that separated the stairway from the deck area they would have the duo fire egress.
- Ben Shakespeare said the concern all the way through this was providing screening to the activity that would be on the roof and that access. In the agreement it was communicated by Mr. Kohler that he can have this done by the end of May. He said this is a very easy fix to a solution that has been made bigger than it needs to be. If we move the stair and keep the stair and gate what is there and get the parapet, he thinks it meets

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the intent of everything we had discussed back in March.
- Matt Ence said this is ultimately up to the Council.
- Mayor Rosenberg asked if there is anything we are missing.
- Matt Ence said not under the settlement agreement.
- Leina Mathis said she likes Jennifer Kohler's options. It is a good fix. She said she thinks it accomplishes all that was required initially. She would like to see a timeframe put on it.
- Mayor Rosenberg said we need two things. We need the plans modified to reflect what we discussed and then we need a commitment on when it will be done.
- Jennifer Kohler said that is reasonable. Her plan would be to take personal responsibility for executing that so she would be the contact person. She said she would like to get some bids on what she is going to do and then sign a contract and then provide the timeline of when that gets accomplished.
- Mayor Rosenberg asked if she can get back to us by the first of the year with the plans and the schedule.
- Jennifer Kohler said yes, she can.
- Christa Hinton asked to clarify if we are talking about just the stairwell or the stairwell and the parapet.
- Mayor Rosenberg said the stairwell, the parapet, the emergency exits and everything we discussed would be shown on the plans with a schedule for completion and if we could get that back to us by the first of the year, we can review it at our first meeting in January. He asked if that would require amending the agreement.
- Matt Ence said yes, it would, but we can do that.
- Mayor Rosenberg said the Council action in January would be to amend the agreement to facilitate that plan and schedule.
- Matt Ence said that the time periods have run under the settlement agreement and that is important because given the history he doesn't have any confidence that Mr. Kohler is going to go along with this. We need to know and have that assurance that both parties on board and if this is something the Council wants to approve it is going to have to be subject to a signature from both parties.
- Jennifer Kohler said that is a reasonable expectation.
- Mayor Rosenberg asked if we need to take action on either item (Item 2 and 3) at this point.
- Matt Ence said yes, we need formal action. The time has already run under the current agreement and so until we get an amendment signed by all parties the Kohler's are in default under the current agreement. If the Council directs us to do an amendment and extend the time, we will do that but until that gets done and signed, they will remain in default and that is not going to change until those signatures are on the page.
- Mayor Rosenberg said we will give them a 30-day grace. If they don't get what we have asked for by the first of January, then we will pursue avenues of default under the agreement.
- Ben Shakespeare said that under the agreement the 8 months was completion of the construction. There is going to be some time in there as to getting plans submitted and we would have to allow the time.
- Mayor Rosenberg said that is what he is hoping to get with the plans is a completion schedule that will include all that.

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- Christa Hinton asked if we are looking for a deadline to sign the amendment first.
- Mayor Rosenberg said what he is asking for is a 30-day grace period for them to prepare the plans as we have requested tonight including the relocating of the stairwell, extending the height of the terrace wall, creation of emergency gates to the south stairwell and a schedule for completion of when that would happen and we would give them 30 days to submit that and that would be incorporated into the amendment that would be on our agenda early in January.
- Matt Ence said those things need to be part of a written agreement.
- Brock Jacobsen said he would add a longer period so 30 days would only give them 2 ½ weeks to get that done. He suggested 45 days.
- Ben Shakespeare said we want to Kohler's to succeed and find something that works for the applicant. It just doesn't feel like it needed to be this. We want the project to be successful and we are down to the details so we should allow them the time that they need. We want to make this as easy as possible.
- Jennifer Kohler said that after 3 years in the project she feels capable of managing this.
- Matt Ence said if we want to bring this back for the first meeting in January, which is January 11, we obviously need some time to get anything to the City Council prior to that. Should we set a deadline of January 4, which is a week before and that way we can get it in the Council packet and get it in the agenda.
- Jennifer Kohler said she is okay with that and that gives her time.
- Leina Mathis asked if we are tabling Item 2 and 3 tonight.
- Matt Ence said no. It is important that the City take action tonight. The again explained the two items on the agenda tonight. He said it seems pretty clear that the Council is not interested in Item 2, amending the settlement agreement so he proposes the Council make a motion to either deny that or take no action on that, but he said some action and vote is important. On Item 3, because we are doing this under Option 2, that would fall under Item 3 on the agenda, and he would look for a motion from the Council putting into place this timetable that we talked about for an amendment to the agreement and allow this as an alternative under Option 2 subject to final approval. We need to see those plans.
- Ben Shakespeare said that on Item 2 there was nothing provided to approve or deny so he thinks that no action is the right thing.

Motion to Take No Action on an amendment to settlement agreement between the City and The Inn at Santa Clara, LLC, and Richard & Jennifer Kohler, to allow status quo to remain with respect to the stairs at Building A, the Inn at Santa Clara as presented.
Motion by Ben Shakespeare, seconded by Christa Hinton.

- Matt Ence asked for a clarification. He said he would interpret Ben's motion as saying that Ben heard no proposal that he could approve for an amendment.

Amended Motion to Take No Action because there was no proposal that could be approved for the amendment on an amendment to settlement agreement between the City and The Inn at Santa Clara, LLC, and Richard & Jennifer Kohler, to allow status quo to remain with respect to the stairs at Building A, the Inn at Santa Clara as presented.
Motion by Ben Shakespeare, seconded by Christa Hinton.
Voting Aye: Jarett Waite, Christa Hinton, Leina Mathis, Ben Shakespeare.

Voting Nay: None
Motion Carried.

3. Consider an alternative proposal to resolve the issues with the stairs and terrace at Building A, the Inn at Santa Clara, under "Option 2" of the settlement agreement between the City and The Inn at Santa Clara, LLC, and Richard & Jennifer Kohler. Presented by Presented by Richard & Jennifer Kohler.

Motion to Approve an extension to the settlement agreement for the applicant to propose an alternative proposal to resolve the issues with the stairs and terrace at Building A, the Inn at Santa Clara, under "Option 2" of the settlement agreement between the City and The Inn at Santa Clara, LLC, and Richard & Jennifer Kohler as presented. That extension will be through January 4, 2023. In "Option 2" the applicant will provide the design for the north stairwell on Santa Clara Drive, the raising of the parapet on the south side and the gates and emergency egress to the south stairwell.

- Matt Ence said he didn't hear in the motion that that would need to include a proposed timetable for completion.

Amended Motion to Approve an extension to the settlement agreement for the applicant to propose an alternative proposal to resolve the issues with the stairs and terrace at Building A, the Inn at Santa Clara, under "Option 2" of the settlement agreement between the City and The Inn at Santa Clara, LLC, and Richard & Jennifer Kohler as presented. That extension will be through January 4, 2023. In "Option 2" the applicant will provide the design for the north stairwell on Santa Clara Drive, the raising of the parapet on the south side and the gates and emergency egress to the south stairwell and the applicant providing a proposed construction completion timetable.
Motion by Ben Shakespeare, seconded by Leina Mathis.

- Christa Hinton asked if we need to say that the timetable needs to be approved by Council.
- Matt Ence said that what is being proposed is that the City will take no action on the default on the agreement until that time to allow the Kohler's to submit those items and then on January 11 at the meeting that Option 2 alternative will be brought to Council with an amendment to the settlement agreement for the City Council to approve.

Voting Aye: Ben Shakespeare, Christa Hinton, Jarett Waite, and Leina Mathis.
Voting Nay: None
Motion Carried.

- Ben Shakespeare said there needs to be no access to the roof until it is complete.
- Mayor Rosenberg said it can't be used until it is finished and approved.
- Cody Mitchell said that is correct but we made an exception on the CO.
- Mayor Rosenberg asked if the CO included the use of the upstairs.
- Cody Mitchell said there shouldn't be public access.
- Mayor Rosenberg said that will be granted when it is complete. It can't be approved for

public access until the actual construction is complete and it is signed off on.
- Matt Ence asked Jennifer Kohler if she knows how to contact him and she is welcome to submit anything to him and he will make sure it gets where it needs to go. He can send her an email.

4. Personnel Policy update discussion. Presented by Brock Jacobsen, City Manager.

- Brock Jacobsen said we last went through this back in 2014 and Staff started going through this during this calendar year and made some changes to the Personnel Policy manual and he wanted to bring that before Council for review and adoption. He stated that many of the changes were just minor changes of where something would go such a through interviews and applications. He said there are a few bigger changes we made to the policy manual. One of them on page 16 is in regard to hiring placement and stages. Item 9 says, " Notice that employment is contingent upon passing a background examination, drug tests, medical/physical examinations, etc. At the discretion of the City Manager and/or Mayor, credit checks will be performed (e.g. department heads and those who handle city funds). Where credit checks are used, a written release shall be obtained from the Applicant, approving obtaining the credit check, and releasing the City from liability for obtaining the credit check, or using its results in making an employment determination." We are striking everything after "physical examination, etc." to the end. We have never done credit checks and he said he doesn't even know why we would. He said there is also a change on how we do thing. On page 32 it talks about timecards. Everything is electronic now, so we took out physical timesheets. Everything is handled electronically. We added in a couple of places where the approval process could be done by the City Manager or designee. If the City Manager is not available, we can assign that to someone. We specified (page 63) in employment classification and compensation under 2B under part-time hours that it is 29 hours or less per week. On page 64 we specified the work week to the time frame and also workdays that change based on season with the crews out in the field. In the summertime they start earlier, 6 a.m. and work until 4:30 p.m. and the other part of the year it is 7 a.m. to 5:30 p.m. On page 64 Item 7 we struck out "without approval by the City Manager" under "breaks". On page 64, Item 2 it says, "Lunch: Is unpaid. One-half (1/2) hour unpaid lunch period during a standard workday. Length of lunch breaks vary by department. Employees should contact their director to find out their department's policy." We are striking after the first sentence where it begins, "Length of lunch breaks vary by department". It will be a 30-minute lunch across the board for everybody. On page 69 under Salary Planning, we are striking all of Item 3 out. We have a pay policy that we are trying to work through right now. On Item 4 we added, "The City, upon approval of the Mayor & City Council, shall adopt merit increase guidelines subjected to funding in approved budget. We also struck out, "effective July 1 of each calendar year subject to funding in the approved budget". On page 70 Item B we added, "Permanent full-time and part-time employees are eligible to receive a merit increase. Employees on probation are not eligible." He said that under Item 5 they struck, "B. The City Manager shall submit a written rationale supporting the recommendation to the Mayor & City Council." On Item 7 we struck out B. "The City Manager, with the concurrence of the Mayor & City Council, 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 the availability of funds." On page 74 Item 3 we struck out "St. George community" and added "Washington County". On Item E we added, "or credit card". On Item F we updated the per diem, "The amount of fifty-nine dollars ($59.00) shall be granted as the maximum daily per diem allowance for City employees engaged in travel on the City's behalf" and added "These amounts will be paid in advance, after an approved of travel request." On page 78, Continuing Education, we have adjusted this to state: "Employees are encouraged to further their education and training in areas that will enhance their job performance. Under this program, educational assistance may be provided for courses offered by approved institutions of learning such as accredited colleges, universities, and technical and vocational/trade schools. All full-time employees may be eligible to participate in furthering their education subject to at least one year employment with the city and budget allowance. Requests for continuing education must be approved in advance by the City Manager and Department Head." On Item B we added, "Courses must not interfere with your job responsibilities and must be taken on your time. The City will reimburse 75% of tuition and fees for upon proof of successful completion. ($3,000 maximum reimbursement per fiscal year)". We will have to decide how much we will budget in general.

- Ben Shakespeare said this could be anything and anyone who wants to enroll and get a degree.
- Brock Jacobsen said yes. He said this should be something that would enhance their job performance. It also states in there, "If you are eligible for reimbursement from any other source (e.g., government sponsored program or scholarship), you may see assistance under the City's education assistance program, but you will only be reimbursed for the difference between the amount received from the other funding source and the actual course cost up to the maximum allowable reimbursement. To be eligible for reimbursement, you must submit an "Education Reimbursement Form" to your department head prior to the scheduled commencement of your course(s), receive written approval from your department head, be actively employed by the City at the time of course completion and receive a qualifying grade/certificate. Employees who voluntarily terminate employment with the City within one year of receiving tuition reimbursement must reimburse the City for assistance received during their last year of employment with the City." He said on page 80, Uniform Allowance, we added "If an employee who receives a purchase of City provided uniforms, upon his/her resignation or termination with the City, the cost of those uniforms will be prorated for the year ending employment and monies will be paid back to the City." On page 83 Leaves of Absence, we struck out, "but they shall not be eligible to use accrued leave until satisfactorily completing the probationary period and have been promoted to permanent status. The minimum probationary period shall be six (6) months." We added Part E, "Vacation time is accrued on the second pay period of each month." We struck out all of Item F, "An individual who starts work between the first (1st) and the fifteenth (15th) of the month will receive credit for that month. An individual who starts work between the sixteen (16th) and the last day of the month will accrue leave time beginning on the first (1st) day of the following month. On the first (1st day of the following month. Employees will be eligible to use leave which they have accrued after they have successfully completed the probationary period in the (1st) first year of permanent employment requests." On Item

H we struck out the last sentence, "Those employees who have earned in excess of two hundred & forty hours (240) prior to the adoption of this policy shall be compensated for those hours which are in excess." We don't need that at this time. We added in Item M, "with the approval of the City Manager". We made it the City Manager's discretion to make that decision. On Item 3 we are adding in holidays Juneteenth and Columbus Day. That would bring it to 14 holidays which is consistent with our neighboring cities. We struck out on Part C, "Part-time employees are not eligible for Holiday pay; however, City Council may approve specified Holiday Pay based on the approved budget each FY. Holiday pay for permanent part-time employees shall be 5 hours per holiday." He said the last major change to the policy manual is on page 90 Sick Leave. This talks about the sick leave buy out. We added, "Employees who have reached the maximum allowable sick leave accrual (960 hours) may buyout up to twelve days for the year without dropping below 960 hours." The buyout is a check and runs through payroll.
- Ben Shakespeare asked if this is a normal policy.
- Brock Jacobsen said some do it this way and others do it other ways.
- Mayor Rosenberg asked what we do in the event of termination.
- Brock Jacobsen said that if someone is terminated, we only payout vacation or comp time. They don't get any sick leave buyout or if they resign or retire. This only happens if you are employed.
- Jarett Waite said it talks about that on page 89 Item F.
- Brock Jacobsen explained the proposed holidays. He said they are consistent with the neighboring cities. They are doing the same holidays.
- Ben Shakespeare asked about the amount of vacation the employees get.
- Brock Jacobsen explained that vacation is accrued years 1-5 (2 weeks a year). At years 6-11 they get 3 weeks, and 12 plus is 4 weeks with a maximum accrual of 240 hours of vacation that can be carried over from each fiscal year starting on July 1. There is no buy out on that.
- Ben Shakespeare asked if this was discussed with department heads going through this.
- Brock Jacobsen said that each department had a representative on the committee, and we sat down and went through it. They were instructed to visit with the people in their department and get their thoughts and they met over multiple months and then directors have also discussed it in our meetings.
- Ben Shakespeare said his only comment is this will allow basically 2 months' vacation, holidays, sick and everything else. He said in the private sector they would rather be paid. He said with about 18% time off that is going to have to be supplemented with additional employees. He said it seems in a time when we are short staffed is that a good thing. Maybe it is not a problem. He said there is a balance, and you need time off. Are we having to hire additional personnel for the time off. He said this is something to consider.
- Brock Jacobsen said there is probably mixed feeling on that. He doesn't feel that we get put in a predicament as Staff in not having Staff. It has happened on a rare occasion. The Staff really likes the sick leave buyout, so they use their vacation for sick times.
- Ben Shakespeare said he doesn't think it would cost the City any more money to express to the employees that we would rather have them here working knowing we wouldn't have to fill a position to replace them.
- Christa Hinton asked if Ben is suggesting a buyout for vacation.

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- Ben Shakespeare said if they have the time off and it is all taken, is that requiring additional hire.
- Brock Jacobsen said they had a discussion about vacation. We have multiple people every year that don't get through their vacation and they lose it. We felt that where we are at is good. We do encourage people to take vacations because they need it. They need time away. Our fear would be that people don't use their vacations.
- Ben Shakespeare said it is actually cheaper to pay overtime and buyout and things like that then it is to add employees for cover for those people. But a private sector is different than a public sector. He said he wouldn't be opposed to looking at something like this. It is something to think about.
- Jarett Waite asked a question about "Work Days" on page 64. Are burials and tournaments are contemplated in that? Burials are often on Fridays and Saturdays and tournaments are often on weekends.
- Brock Jacobsen said if they work a tournament, they can get paid overtime for the additional time or they can comp it. They could also flex their time. This is under the direction of the director. The burials are done by who is on call and they get paid overtime.
- Jarett Waite asked if that needed to be contemplated in that section.
- Brock Jacobsen said we can add it in. On page 66 it talks about call back time but doesn't get into specifics. We can specify for weekend work. We can add in an Item D to include weekends. He said this will be brought back on December 14 to the City Council.

5. Pending Water Ordinance discussion.

- Mayor Rosenberg said the Water District is working on the will serve letter requirements and the water surcharge requirements. It is probably not going to happen by January 1. Once we get it, it will still have to go through the City approval process with an amendment to the Rural Water Supply Agreement. There has been a lot of discussion on the surcharge and some other changes inside the water supply agreement with the District. There are seven cities involved in that. The will serve letters are described as part of that process. He asked when our pending ordinance expires.
- Matt Ence said he thinks it is sometime in January.
- Mayor Rosenberg asked if that can be extended.
- Matt Ence said the six months in the State code is a pretty hard line. You could make an argument to readopt for six months, and you would have to make all the same findings and justify why you are doing it again. There are risks to it. It is more likely that someone could successfully challenge it.
- Mayor Rosenberg said the water rights are still in a state of flux too. There is a couple of options that have been discussed about mandating a developer to bring water rights with him to facilitate his development and what that would do to the cost of the water rights going forward as a City. He said he doesn't have a definite direction on what is the best way to do there. He is trying to work something out with the irrigation company. He has submitted some information to Matt, Brock and Dustin about how it was done in La Verkin. They worked out an agreement with the La Verkin irrigation company years ago. They purchased all of the shares in exchange for a water delivery contract between

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the city and the irrigation company. All the shares were held by the city and protected from reajudication because the city can bank those shares. That is a way to protect the water rights. He wants to have this discussion with the Santa Clara Irrigation Company. He said he is not thinking there will be a lot of reception there. Right now, we own 10% of the company. If the readjudication came today the State would look at the actual irrigated area and would reduce the companies' rights by whatever they didn't have area to irrigate, and we would lose a proportion of share of whatever the company took. If we are counting on that water, and then they readjudicate, we don't have that water. He talked about a water agreement and having terms in the agreement where the water has to stay in the City and the City can't sell it to anybody else. There would be incentives to keep the water local and protect it. The City would own and maintain the entire system so costs would go up. Everything would be metered, and we would collect rates on the irrigation water that's sold. We are working on that. He said there are nine entities that study the flows of the Colorado River, and they show that the river flow is decreasing, and it is fairly significant. There is a direct correlation between those Colorado River models and the Virgin River model. We can anticipate future reductions in the amount of surface water available to the Water District from the Virgin River. He said if you project this out, we've got enough water, based on all the existing growth, to get us to about 2040 unless the snowpack increases and the river flows come back. He said it is concerning. We need to start thinking about bending the growth curve. There are seven representatives on the water committee and all the cities in the water supply agreement are involved in it. We are not ready for a pending ordinance. He said we may need to let our temporary ordinance expire. If we need to, we can put a new one in and change some wording on it.
- Matt Ence said if we have a pretty good idea of what the program is going to look like better than we did six months ago, maybe we craft a new pending ordinance that is more specific and reflects more of what we expect we can maybe justify it. It will have new justification because we know more. He said he will give it some thought.
- Mayor Rosenberg said for him to give it some thought. He has the draft. We are meeting next week and in a week he will know more. He will forward information to Matt. Let's look at the date that needs to be enacted and we can try and do something before that day.
- Matt Ence said especially if we can come up with something that is more narrowly defined and less vague.
- Mayor Rosenberg said the standby fees is something he wants to pursue. He talked about a service fee that would be collected by the City. There would be a monthly fee billed to the owner of the lot. He asked Dustin, Gary and Matt to see if they can find an ordinance and start thinking about what the cost would be and what the monthly fee would be for those things that are in the ground and not being used and they haven't paid their fees on it. He said he will come back with some more information and if anyone has questions or ideas forward it to him.
- Jarett Waite asked if we need to ask our new legislator to run a bill that allows us to bank water shares and we could always be protected.
- Mayor Rosenberg said the cities could be priority owners inside the company.

6. Monument Signs and Menu Boards discussion. Presented by Jim McNulty, City

Planner.
- Jim McNulty reported that currently, wall signs require Planning Commission approval within the PDC Zone. However, monument signs can be approved by City Staff, or can be referred to the Planning Commission within this zoning district. Additionally, Staff would like to discuss Menu Boards for a drive-in or drive-up restaurant with the Council. He discussed several monuments that have gone up recently. He stated that Chapter 17.44.110, Monument Signs: currently allows for monument signs to be approved by City Staff, or as may be referred to the Planning Commission. The Planning Commission has asked Staff to look at requiring that monument signs in the PDC Zone come to them for approval. Currently, walls signs in the PDC Zone are required to go to PC for approval. He said it makes sense that monuments signs would also require PC approval. He said it would be a good idea to make some changes to the monument signs. He is proposing 8ft. in height and that the base match the building materials and that we put a provision in the code Section 17.44.110C(1)(d) to include language which requires a minimum base height of 1' with the requirement of utilizing materials and colors that match the building. The base will be required to run the entire horizontal length of the sign and shall contain no sign copy. The base shall be designed to blend in with any proposed berming or contouring of the property. He said he is also recommending changes to the allowable square footage of a monument sign which is currently allowed up to 100 square feet to consider a reduction to 80 square feet rather than 100 square feet. He would like to have better provisions in place to limit the signage. He also said that currently, the Sign Code doesn't have any provisions in place for Menu Board Signs and City Staff would like to add this to the sign code. He suggested that a definition will need to be created such as "A sign located at a drive-in or drive-up window restaurant." City Staff would recommend allowing for two (2) freestanding or wall mounted menu boards per business. City Staff recommends a maximum sign area of 24 square feet per sign. Also, City Staff recommends a maximum sign height of eight (8) feet freestanding menu signs and that these signs be located on site to not impair traffic visibility.
- Ben Shakespeare asked if Jim has research other areas to see if this is consistent with other areas.
- Jim McNulty said he has, and some cities are limiting the height to 6ft. We could do a little more limiting and say 7ft. He asked Council if they are comfortable with the menu signs we have right now.
- The Council all said they are.
- Jim McNulty said we will go back through the Planning Commission and then bring it back to Council in a month or two. He will probably bring it back to Council in February.

5. <u>Adjournment</u>:

Motion to adjourn by Jarett Waite.
Seconded by Ben Shakespeare with all members present voting aye.
Meeting Adjourned at 8:15 p.m.

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_____ Date Approved: _____

Chris Shelley – City Recorder

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Item 2

2603 Santa Clara Drive | Santa Clara, UT 84765 | (435) 673-6712

CITY OF SANTA CLARA FOUNDED 1854

City Council Action Application

Summary

Edit

Meeting Action Item Application

MEETING TYPE	CITY COUNCIL
DATE SUBMITTED	November 30, 2022
REQUESTED MEETING DATE	December 14, 2022
APPLICANT	Chris Shelley
SUBJECT	2023 Santa Clara City Meeting Schedule.
BACKGROUND DESCRIPTION	Every year the City Meeting Schedule is to be posted with the Spectrum News Paper, the Public Notice Website, City Website, Library, City Hall, Post Office and two other locations in the city. This needs to be is done the 1st of January so that we are in compliance with Utah Code 52-4-202(2)(a). Staff recommends approval.
PROPOSED RECOMMENDATION	Approval

2603 Santa Clara Drive | Santa Clara, UT 84765 | (435) 673-6712

CITY OF SANTA CLARA FOUNDED 1854

FILE UPLOAD	
APPROVED BY LEGAL DEPARTMENT (DROP-DOWN SELECT)	N/A
APPROVED IN BUDGET? (DROP-DOWN SELECT)	N/A
APPROVED BY CITY FINANCE DEPARTMENT? (DROP-DOWN SELECT)	N/A
REQUESTED BY	Chris Shelley

Previous Submit Save Draft

VIEW/EDIT ALL CITY COUNCIL ACTION ITEM APPLICATIONS

CITY OF SANTA CLARA
NOTICE OF PUBLIC MEETINGS
2023

City Council:
Regular Meetings

- 2nd and 4th Wednesday of each month at 5:00 p.m. with the exception of the Thanksgiving and Christmas Holidays.

Regular Work Meeting

- 1st Wednesday of each month at 5:00 p.m. with the exception of the Thanksgiving and Christmas Holidays.

Planning & Zoning Commission/Land Use Authority:

- 2nd and 4th Thursday of each month at 5:30 p.m. with the exception of the Pioneer Day, Thanksgiving, and Christmas Holidays.

Heritage Commission:

- 1st Thursday at 4:00 p.m. - Quarterly: January, April, July & December.

Economic Development Commission:

- 4th Tuesday of each month at 5:00 pm.

City Council may call Special Meetings When needed.

Agendas of all city meetings, both regularly scheduled and special or work meetings, are sent to the Spectrum and posted at the Santa Clara Town Hall, the Santa Clara Post Office and on the Public Notice Website at http://utah.gov/pmn/index.html at least 24 hours prior to the meeting time.

All meetings are held in the Santa Clara Town Hall, 2603 Santa Clara Drive, Santa Clara, Utah unless otherwise noticed on the meeting agenda.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations, including auxiliary communicative aids and services, during any of these meetings, should notify the City Recorder Chris Shelley at 673-6712 at least 24 hours prior to the meeting.

This notice is published in compliance with Utah Code 52-4-202(2)(a).

Chris Shelley
City Recorder

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen

CITY OF
SANTA CLARA
FOUNDED 1854

City Council
Denny Drake
Leina Mathis
Ben Shakespeare
Jarett Waite
Christa Hinton

CITY COUNCIL

Meeting Date: December 14, 2022 **Agenda Item: 3**

Applicant: Santa Clara City **Requested by:** Brock Jacobsen

Subject: Personnel Policy Manual

Update

Description:

For the last 7 months staff has been reviewing and recommending updates to the policy manual. Staff feels the updates give clarity to policies and updates policies to stay current with changes in local government.

Recommendation: Approval **Attachments:**

Cost: 0.00

Legal Approval: No

Finance Approval: N/A

Budget Approval: N/A

2603 Santa Clara Drive, Santa Clara, Utah 84765

Phone (435) 673-6712 Fax (435) 628-7338

PERSONNEL POLICIES

ANDPROCEDURES MANUAL

FOR

Santa Clara City

Adopted May 13, 1999
Amended November l0, 2010
Amended August 13, 2014
Amended December 14, 2022

PREFACE

It is the policy of Santa Clara 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 Santa Clara City and its employees. **TIDS MANUAL IS NOT, AND SHALL NOT BE CONSTRUED AS, AN EXPLICIT OR IMPLIED CONTRACT, SHALL NOT MODIFY ANY EXISTING AT-WILL STATUS OF ANY SANTA CLARA CITY EMPLOYEE, AND SHALL NOT CREATE ANY DUE PROCESS REQUIREMENT IN EXCESS OF FEDERAL OR STATE CONSTITUTIONAL OR STATUTORY REQUIREMENTS. THE TERM AT-WILL MEANS EMPLOYEES CAN TERMINATE OR BE TERMINATED AT WILL. EXCEPTIONS ARE EMPLOYEES HAVING WRITTEN CONTRACTS SIGNED BY THE MAYOR OF SANTA CLARA CITY.**

It is also the policy of Santa Clara 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, Santa Clara 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's status, and will ensure that applicants and employees are treated without unlawful regard to these characteristics.

Additionally, it is the policy of Santa Clara 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 Santa Clara City by enlisting the help of all employees to ensure that public and work areas are free of hazardous conditions.

Santa Clara City reserves the right to change any of its policies and/or procedures at any time in the future for any reason. Therefore, if your have suggestions or comments concerning the content of this manual, please submit them, in writing, to Santa Clara's City Manager for review.

INTRODUCTION

Welcome,

Santa Clara City's Personnel Policies and Procedures Manual is simply a written guide for management and staff. This manual not only outlines City policy on the various phases of the employer-employee relationship, it also indicates how policy is to be administered. Consequently, each employee is able to use this Manual as a guide when policy needs to be applied to a given situation. As an employee of Santa Clara City you will be expected to read, understand, and follow the policies and procedures contained in this manual.

Experience has shown that written policies promote consistency, continuity, and understanding within an organization. Written policies also aid in consistently achieving fair and equitable interpretation of policy. Employees always feel a deeper understanding of their role in the organization when they realize that policies are uniformly administered. Please be advised that it is the obligation of each employee of the City to conduct themselves in conformity with the principle of Equal Employment Opportunity at all times. All employment activities including, but not limited to, advertising, recruitment, hiring, promotion, demotion, transfer, disciplinary action, layoff, termination, compensation, and training, shall be conducted without unlawful regard to race, color, religion, sex, nation origin, age or disability.

And finally, no employee, officer, agent or other representative of Santa Clara 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 Personnel Policies and Procedures Manual.

Rick Rosenberg
Mayor

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SECTION I: EQUAL EMPLOYMENT OPPORTUNITY (EEO)

1. GENERAL POLICY. It is the policy of Santa Clara City to comply with Equal Employment Opportunity standards in all phases of personnel administration: Position structuring, recruitment, examination, selection, appointment, placement, training, upward mobility, discipline, etc. without unlawful regard to race, color, religion, sex, age, physical, sexual orientation, marital status or mental disability, national origin or veteran status.

2. SUPERVISOR RESPONSIBILITIES. The City Human Resource Manager will ensure that Santa Clara City is in compliance with all of the personnel policies and procedures in this manual, including all EEO standards. Additionally, the City Human Resource Manager will ensure that each employee receives a copy of this Personnel Policies and Procedures Manual and that the employee signs and dates a Policy Statement and Acknowledgment Form (see Sample# I for details) stating receipt of the manual. The City will then file the signed and dated Policy Statement and Acknowledgment Form in the employee's personnel file.

3. EMPLOYEE RESPONSIBILITIES. Employees are responsible for informing themselves about the policies, practices, and benefits set forth in Santa Clara City's Personnel Policy and Procedures Manual by reading them and, if necessary, asking that they be explained to them. Additionally, all employees are required to sign and date a Policy Statement and Acknowledgment Form stating receipt of this manual.

SECTION II: PROTECTION FROM CONTRACTOR CAUSED LOSSES/LIABILITIES

1. **GENERAL POLICY.** Santa Clara City will take all necessary precautions and steps in written contracts to prevent loss and liability arising from entering relationships with independent contractors using the Hold Harmless Agreement (see Sample #2 for details), which is a part of the Indemnity Provision Contract, or the entire Indemnity Provision Contract (see Sample# 3 for details).

2. SUPERVISOR RESPONSIBILITIES.

   A. To ensure that no work is performed by any private contractor until:

      (1) A written contract between Santa Clara City and the contractor has been entered into and signed by both parties.

      (2) The signed written contract has been co-signed by the city recorder.

      (3) All contractors are licensed with the State of Utah, where licensing is required to perform the applicable services.

   B. Each contract with a private contractor should contain indemnity/hold harmless clauses which provide that:

      (1) All contracts must contain indemnity and defense provisions in which the contractor assumes all liability arising out of work performed by the contractor or their officers, employees, agents, and volunteers.

      (2) All contractors must provide evidence that they have acquired and maintain comprehensive general liability coverage, including liability insurance covering the contract concerned, prior to the execution of the contract.

      (3) Santa Clara City and its officials, employee's, agents and volunteers must be named as additional insured on the liability insurance policy.

   C. Each contract with a private contractor should contain provisions that ensure the contractor is carrying workers compensation insurance coverage.

      (1) The City should require evidence of Workers Compensation insurance (or evidence of qualified self-insurance) from all contractors.

      (2) The City should have the contractor show evidence of the contractors Workers Compensation coverage to Santa Clara City.

SECTION III: EMPLOYEE HIRING

1. EMPLOYMENT. Position Descriptions (see Sample# 4 for details) defining the essential functions of the vacant position shall be drafted and adopted before the vacancy is posted or otherwise advertised internally or externally.

2. RECRUITMENT. All recruitment shall be conducted in accordance with City equal opportunity guidelines.

   A. Internal Promotions. It is City policy to give first consideration to current agency employees desiring to fill an open job/position. Accordingly, absent an emergency, positions shall be posted at City Hall and other City facilities for 2 days prior to notifying the public.

   B. External Advertising.

      (1) Only the City Manager, or designee, is authorized to place advertisements and respond to inquiries from employment agencies and/or position applicants.

      (2) Each Position Opening Notice (see Sample# 5 for details) should contain a statement indicating that Santa Clara City is an equal opportunity employer.

      (3) Position Opening Notices may be advertised in the appropriate media, and through any other channels the City Manager or designee deems appropriate, on at least two (2) separate days.

      (4) All Position Opening Notices and Position Applications are to be obtained, and returned, prior to the deadline for filing an application through the HR office.

      (5) Advertisements may state that applicants residing in Santa Clara City or the surrounding area will be given hiring preference.

3. SELECTION.

   A. Nepotism. It is the policy of the City to comply with the provisions of Utah' s Anti-Nepotism Act, Utah Code 52-3-1.

   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.

C. Rehires. Applications received from former employees will be processed using the same procedures and standards that govern all other non-employee applications. The City Manager, 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. Applications. All interested applicants shall complete an application (see Sample # 6 for details).

(1) All applications and resumes received for the position opening will be forwarded to the City Recorder ~~City Manager, 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 one (1) year.

(2) Applications shall be signed by the applicant and the truth of all information contained therein shall be certified by the applicant's signature. The applicant shall provide a copy of required certified educational transcripts either with the application or upon hire.

E. Tests. Applicants may be required to take tests which the City deems necessary for a specific position. 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 ability tests, Santa Clara shall make reasonable accommodations for disabled applicants.

F. Applicant Disqualification. An application may be rejected for, but not limited to, the following reasons. When the 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 an 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.

G. Interviewing.

(1) Directors in each department ~~The City Manager, or designee~~, will select applicants to interview from those who have passed the preliminary screening test applications. Position related duties and qualifications will provide the basis for initial screening of applicants. During the interview, all applicants should be advised that any and all of the information provided will be verified.

(2) Individuals conducting interviews shall only ask questions that pertain to the position. The Pre-Employment Inquiry Guide (see Sample# 7 for details) should be reviewed by the interviewer before the interview begins. In addition, during the interview each interviewer completes an Interview Guide (see Sample# 8 for details) which is consistent with Santa Clara City's Equal Employment Opportunity policy.

(3) Department Heads shall be appointed by the City Manager with the advice and consent of the Mayor & City Council.

H. 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 (see Sample# 9 for details). The City may contact the references for each applicant and ask position-related questions, which include similar questions for each applicant checked; using the City's Telephone and Written Reference Check Questionnaires (see Samples# 10 and 11 for details).

4. PLACEMENT.

A. Position Offers. After an applicant is approved for hire, the City Manager or designee shall notify the successful applicant of their conditional selection through a written Position Offer Letter (see Sample# 12 for details). The written conditional Position Offer Letter shall clearly state the position description, salary conditions, and any provisional conditions of employment (i.e., successfully passing drug/alcohol tests). Additionally, the written conditional Position Offer Letter shall clearly state that the offer is not accepted until the candidate signs the written conditional Position Offer Letter and returns it to the City by the requested date. The original Position Offer Letter is then filed in the employees

file and a copy is

given to the new employee during orientation. Written conditional Position Offer Letters should also include the following:

(1) A clear statement of the position description.

(2) The employees 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 non-exempt positions shall be figured at an hourly wage.

(3) The employee's position title.

(4) The employee's supervisor.

(5) Any relocation commitments, if applicable.

(6) Santa Clara City's at-will employment policy.

(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. ~~At the discretion of the City Manager and/or Mayor, credit checks will be performed (e.g. department heads and those who handle city funds). Where credit checks are used, a written release shall be obtained from the Applicant, approving obtaining the credit check, and releasing the City from liability for obtaining the credit check, or using its results in making an employment determination.~~

B. Position Rejection Letters. Within five (5) working days after the position offer has been accepted, non-selected applicants may be notified. The City Manager, or designee, may send a Position Rejection Letter (see Sample# 13 for details) to each applicant who was not selected for a position opening.

C. Medical Examinations. Once the City has extended a conditional offer to the applicant, a medical interview or examination may be conducted by a health professional chosen by Santa Clara City to determine an applicant's ability to fulfill essential position related requirements. Only the City Manager 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.

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 re-employed 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 City Manager, Mayor and/or City Council approval, if they are re-employed by the City within six months after date of termination.

E. Hiring New Employees.

(1) Required for All Employees: The City Recorder/Human Resources Manager ~~Manager, or designee,~~ is responsible for having new employees fill out all pre-employment forms, benefit applications, enrollment forms and providing basic information on City policies concerning pay, vacation, holidays, and sick leave, benefits, parking and work hours during the employee' s first day of work.

(2) Additional Requirement for All Part Time, Temporary, and Seasonal Employees Only: If applicable, the City Recorder/Human Resources Manager ~~City Manager, or designee~~, is responsible for filling out a Part Time/Temporary/Seasonal Employment Agreement (see Sample# 14 for details).

(3) Additional Requirement for Employment of Minors, employers may protect themselves from unintentional violation of the child labor provisions by keeping on file an employment or age certification for each minor employed to show that the minor is the minimum age for the position.

(a) Minors shall be employed and scheduled in conformance with existing child labor laws and compulsory school attendance laws.

(b) Unless otherwise exempt, a minor employee must be paid according to the statutory minimum wage rate and overtime provisions (currently one and one half {1/2} times the employees regular wage after forty {40} hours worked in a work week) of the Fair Labor Standards Act of 1938, as amended.

(c) Employees sixteen (16) and seventeen (17) years old are subject to

Department of Labor Orders when working in any occupations 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.

F. Orientation. Newly hired City employees shall complete all required paperwork and receive an orientation within their first three (3) days of work.

(1) In accordance with the Immigration Reform and Control Act of 1986, all new employees shall provide proof of identity and employment status by completing an Employment Eligibility Verification. The employee must sign under penalty of perjury that they are a U.S. citizen, a lawful permanent resident alien, or an alien otherwise authorized for U.S. employment.

(2) All new employees shall complete and sign a Form W-4 Federal Withholding Statement.

(3) All new employees should be given a tour of the workplace with a brief overview of City's rules and benefits. The employee should complete a New Employee Orientation Form (see Sample Number# 17 for details).

(4) During the probationary period, all such employees may be terminated with or without cause with the approval of the Department Head, or City Manager.

G. Probationary Period.

(1) All new employees shall be subject to a six (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 position. A probationary period may be extended at the discretion of the City.

5. VOLUNTEERS.

A. Court Ordered Community Service Volunteer Labor is authorized and shall be accepted at Santa Clara City and determined by the City Manager on a case-by-case base.

B. The City Manager, with approval of the Mayor & City Council, may establish volunteer programs.

C. The City shall develop guidelines for use of volunteers.

D. Prior to accepting any volunteer services, the City and the volunteer shall enter into and sign a Memorandum of Understanding Agreement defining the nature and terms of the volunteer services.

E. A volunteer shall be provided the protections as an employee of Santa Clara 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 when the volunteer is properly licensed to do so.

F. Volunteer service experience will be recognized for determining minimum qualifications for employment with Santa Clara City.

SECTION IV: ALCOHOL AND DRUG FREE WORKPLACE

I. GENERAL POLICY. The purpose of this policy is to implement the Federal Drug Free Workplace Act of 1988 by providing for a safe and productive work environment that is free from impaired performance caused by employee use or abuse of alcohol, controlled substances, and/or medication.

2. EMPLOYEE RESPONSIBILITIES.

A. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.

B. Any employee cited under a federal or state statute regulating controlled substances shall notify their supervisor and the City Manager within 48 hours after the citation.

C. No employee shall consume alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.

D. No employee shall be impaired by alcohol, illegal drugs, or medication during work hours.

E. No employee shall represent Santa Clara City in an official capacity while under the influence of 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 non-prescription 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 their supervisor who shall notify the City Manager.

I. No employee shall smoke or use tobacco within the state mandated distance from buildings, parks etc.

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

SECTION V: SAFETY SENSITIVE POSITION DRUG TESTING (CDL DRIVERS)

1. GENERAL STATEMENT.

A. It is the policy of Santa Clara City that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance and/or the distribution, dispensation, possession, or use of alcohol in the workplace is expressly prohibited.

(1) In order to achieve a drug-free workplace, employees in, and applicants for, safety sensitive positions (see Sample# 18 for details) shall be required to participate in all of the following alcohol and controlled substances testing:

(a) When an applicant has been extended a conditional offer of employment but before beginning work.

(b) When there is a reasonable suspicion to believe that the employee is in an impaired state.

(c) When the employee has been involved in an on-duty accident or unsafe work practice.

(d) On a random basis.

(e) As a condition for return to duty after testing positive for controlled substances or alcohol.

(f) As part of follow-up procedures to employment related drug or alcohol violations.

(2) Applicants for all other positions shall, as a condition of employment, be required to participate in alcohol and controlled substances' testing after the applicant has been extended a conditional offer of employment but before beginning work.

B. Scope. This policy covers all employees of and applicants to Santa Clara City.

C. 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 according to Utah Code Annotated 58-37-2 (as amended), (which may only be legally used pursuant to a prescription lawfully obtained.

(3) On - Duty Accident. Any accident involving the loss of life, injury or property damage, or the issuance of a moving traffic citation to the employee or other vehicle related accidents, while on duty for the City.

(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.

(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 engages 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 duties requiring a Commercial Driver's License (CDL), Firefighter Duties (expand), Law Enforcement Duties (expand), any other duties or positions deemed safety sensitive.

2. POLICY.

A. Testing Notice.

(I) Before performing any alcohol or drug test authorized by this policy the City, through its designated representative shall notify the employee being tested, verbally or in writing, whether the test being administered is required by the Omnibus Transportation Employees Testing Act of 1991, or whether it is required by this policy.

(2) City employees who, under Santa Clara City requirements, hold CDLs are required under rules established by the Federal Highway Administration to be subjected to pre-employment, reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing.

(a) When conducting any of the above noted tests on CDL employees, Santa Clara 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 Federal Highway Administration 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.

(3) City employees who are not required by Santa Clara City to hold a CDL, but who are employed in safety sensitive positions, while not subject to testing under federal statute, are subject to pre-employment, reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing under this policy.

(a) When conducting any of the above noted tests on non-CDL safety sensitive employees, the City shall provide the employee with the following notice:

[I] The drug and/or alcohol test you are being required to take is required by the policies and procedures of Santa Clara City.

[2] If you refuse to submit to the required testing, you may be subject to disciplinary action, up to and including termination.

B. Pre-Employment Testing. Santa Clara City requires a final applicant selected for a position with the city to undergo an alcohol and drug screen test to detect the presence of alcohol and illegal drugs or controlled substances in the body. Refusal to take such a test shall be grounds for denial of employment. An applicant who tests positive for controlled substances or whose test detects a BAC of .02 or higher may be denied employment with the city.

(1) Drug and alcohol testing shall be conducted after the selected applicant has been extended a conditional offer of employment but before beginning work.

(2) All of City Position announcements and conditional offers of employment

shall contain the following notice:

(a) All applicants selected for employment with Santa Clara City shall be required to take a drug and alcohol test with negative results as a precondition of employment.

(3) If the final applicant tests positive for drugs or alcohol as set forth above or refuses to submit to testing as defined by this policy, the conditional offer of employment shall be withdrawn in writing and the applicant shall not be employed by the City.

C. Reasonable Suspicion Testing.

(I) 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, under the influence, in possession of alcohol or controlled substances, the employee shall be subject to drug/alcohol testing.

(a) The supervisor making the determination that reasonable suspicion exists shall submit written documentation setting forth the specific, contemporaneous articulable observations concerning the appearance, behavior, speech or body odors of the driver which resulted in the reasonable suspicion determination.

[I] Observations underlying the reasonable suspicion testing must be documented in writing and signed by the supervisor or City designated official within twenty-four (24) hours or before the results of the test are announced, whichever is later.

[2] Reasonable suspicion testing may not be conducted by the same supervisor who makes the reasonable suspicion determination.

(2) Special requirements associated with reasonable suspicion alcohol /drug testing.

(a) Alcohol and/or Drug testing is authorized only if the observations set forth above are made during, just proceeding, or just after the performance of safety sensitive functions.

(3) 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 City Manager.

E. Random Testing.

(1) Employees assigned to, or performing, safety sensitive duties are subject to random drug/alcohol tests.

(2) Random tests shall be both of the following:

(a) Unannounced.

(b) Reasonably spread throughout the year.

(3) Each employee within a testing pool must have an equal chance of being tested each time a random test is conducted.

(4) 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.

(5) Random Testing for Non-CDL Safety Sensitive Employees. Non-CDL safety sensitive employees may be subjected to random alcohol and drug tests any time the employee is on duty.

(6) Pool Testing - Consortiums.

(a) Santa Clara City may join a consortium with testing pools large enough so that City CDL drivers are always subject to random testing and the required annual testing rate shall be met by tests conducted of all drivers within the pool.

(b) If and when Santa Clara 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.

[2] The method of selection and notification of drivers.

[3] The location of collection sites.

[4] Methods of reporting the test results on each driver.

[5] Summary reports on the consortiums program showing that the consortium tested at the prescribed minimum annual rates for alcohol and/or controlled substances.

F. General.

(I) Santa Clara City encourages employees who have a determined the need to enroll in a counseling or rehabilitation program. An employee will be required to sign a document agreeing to the following conditions in order to remain employed with full rights and benefits:

(a) Any employee for whom treatment is recommended will be responsible for costs not covered by insurance. The employee will be required to use accrued compensatory time, annual vacation leave, and then sick 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 his former position upon successful completion of the substance abuse rehabilitation. Each incident will be reviewed on a case-by-case basis.

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 five (5) years.

(I) Employees could be subject to follow up testing at a minimum of six (6) times in the first 1st year following their return to duty.

(2) Follow-up testing beyond one (I) year shall be based on a need assessment

provided by a substance abuse professional.

H. General.

(1) Santa Clara City maintains the right to conduct unannounced inspections of City owned property, workstations, equipment, desks, cabinets, etc. There are no expectations of privacy with regard to inspection of such places.

(2) Santa Clara 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.

(3) Failure to cooperate with these detection methods or inspections is grounds for disciplinary action up to and including termination of employment.

(4) Employees may direct any questions regarding this policy to the City Manager.

SECTION VI: SEXUAL/GENDER HARASSMENT

1. GENERAL POLICY. It is the policy of Santa Clara City that:

   A. The giving or withholding of tangible position 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, investigations, or resolutions are confidential and shall be maintained separate and apart from the 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.

2. PROHIBITED CONDUCT.

   A. Any deliberate, unwanted, or unwelcome behavior of a sex/gender-based nature, whether verbal, non-verbal, or physical is prohibited.

   B. Two major categories of sexual/gender harassment is:

      (I) Quid Pro Quo, or the granting or conditioning of tangible position benefits or the granting of sexual favors.

(2) Creating a hostile or unwelcome work environment, which can occur through any or all of the following general means.

(a) Level One: Sex role stereotyping.

[1] Assignments made or denied solely on the traditional historic perceptions regarding the types of positions that specific gender may/should perform.

[2] Comments or written material reinforcing traditional historic perceptions regarding gender.

(b) Level Two: Gender harassment/discrimination.

[1] Intentional or unintentional behavior/conduct of a visual or verbal nature directed at a specific gender which is demeaning, ridiculing, or derisive.

[2] Creating an environment that demonstrates a demeaning, ridiculing, or derisive attitude toward a specific gender.

(c) Level Three: Targeted or individual harassment.

[1] Intentional behavior predicated on gender or expressing sexuality which is directed at a specific group or individual.

[2] Offensive conduct may be verbal, visual, or physical, including unwanted touching of a non-criminal nature.

(d) Level Four: Criminal touching.

[1] The intentional unwanted touching of the breasts, buttocks, or genitals of another.

[2] Forcible sexual abuse.

3. TYPES OF CORRECTIVE ACTION. Any employee who is being sexually harassed or who has personal knowledge of clearly offensive conduct may address the issue either through the formal or informal processes described below:

A. Informal Action.

(1) Employees who are experiencing an unwelcome or hostile work

environment at Level One, Level Two, or Level Three as described above may, if they so desire, choose to address that unwelcome behavior/conduct informally by notifying the individual responsible for the behavior of the behavior that is objectionable, that the conduct/behavior is unwelcome, and that future similar behavior will result in a formal complaint. Employees experiencing sexual harassment at this level are not required to use the informal process and may file a formal complaint if they so desire.

(2) This notification may be:

(a) Verbally, in person.

(b) In writing, signed or unsigned.

(c) Through a supervisor, verbally or in writing. The victim may:

[1] Ask the supervisor for assistance in determining what to say and how to approach the offending employee.

[2] Request the supervisor to accompany the victim when the victim gives the offending employee notice.

[3] Ask the supervisor to give notice to the offending employee, accompanied by the victim.

[4] Ask the supervisor alone to provide notice to the offending employee.

B. Formal Action.

(1) Employees who are experiencing an unwelcome or hostile work environment which is clearly offensive or at Level Four as described above, or who have been subjected to quid pro quo type sexual harassment, should address that unwelcome behavior/conduct through the formal remedial process.

(2) Formal complaints should be in writing and specify:

(a) The identity of the victim.

(b) The identity of the offending employee.

(c) The offensive behavior that the employee engaged in.

(d) The frequency of the offensive behavior.

(e) Damage the victim suffered as a result of the offensive behavior.

(3) The victim will be allowed a reasonable amount of time during work to prepare a formal complaint.

(4) The victim should submit formal written complaints to their immediate supervisor. If the immediate supervisor is the employee engaging in the offensive behavior, the formal complaint should be submitted to the next highest supervisor, the department head, the mayor, or designee.

4. DISCIPLINARY ACTION. Employees found guilty of sexual harassment may face disciplinary action up to, and including, termination based on all the circumstances of the case, as well as the offending employees work history.

5. MAINTAINING COMPLAINT FILES.

A. Information related to any sexual harassment complaint, proceeding, or resolution shall be maintained in a separate and confidential sexual harassment complaint file. This information shall <u>not</u> 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 City Manager, or designee.

C. Participants in any sexual/gender harassment proceeding/investigation shall treat all information related to that proceeding/investigation as confidential.

6. VICTIM PROTECTION.

A. Individual complaints, either verbal or written, are confidential.

B. Victims of alleged sexual harassment shall <u>not</u> 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 employees' duties.

SECTION VII: EMPLOYEE CODE OF CONDUCT

1. PROFESSIONALISM. Santa Clara 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 are required to carry out efficiently the work items assigned at their responsibility, to maintain good moral conduct, and to do their part in maintaining good relationships with their supervisors and fellow employees, the public, ~~and other member employees~~ and officials.

2. PRIVILEGED INFORMATION. Santa Clara 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 City Manager or designee ~~Mayor~~ 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.

3. CONFIDENTIALITY. Employees have the right to expect all personal information about themselves, their illness, their family and financial circumstances to be kept confidential, except where the law allows, or calls for disclosure (i.e., court subpoena or order). 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.

4. GIFTS AND ORATUITIES. Santa Clara City employees are prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan or item of monetary value from any person seeking to obtain business with the City, or from any person within or outside City employment whose interests may be affected by the employee's performance or nonperformance of official duties. City employees will not accept gifts or gratuities except under circumstances allowed by the Utah Employee Ethics Act 67-16.

5. ATTENDANCE. Regular attendance and punctuality are essential to providing high quality work, service to customers, and to avoid extra work for fellow employees. Therefore, when the employee is going to be late or will not be able to report to work, the employee must notify their supervisor prior to the scheduled work time. If the employee is ill or has an emergency, they should notify their supervisor as soon as possible on each day of absence. Constant tardiness and absenteeism will result in disciplinary action and be reflected in performance evaluations.

6. APPEARANCE. Santa Clara City reserves the right to expect its employees to present a favorable impression during any contact with the public. All employees are expected to maintain a neat and clean personal appearance. Standards of dress shall be appropriate to

the position and the tasks to be accomplished.

7. SMOKING. In compliance with the Utah Indoor Clean Air Act smoking is not permitted in City facilities. (Ord. 2007-13§ 2: Ord. 2002-23 § 2: Ord.95-64) Including City Parks, City maintained park strips and City Cemetery per City Ordinance. Santa Clara City also prohibits smoking in City owned vehicles.

8. PERSONAL USE OF CITY OFFICE ITEMS.

A. Computer Equipment.

(I) Personal use of City owned computer systems is permitted only when all of the following criteria are met.

(a) The use offers an opportunity for the employee to increase the employee' s position-related knowledge and skills.

(b) The employee is not compensated for the work performed, unless the employee has received prior written approval by the City Manager, or designee.

(c) The employee pays for the cost of consumables and other attendant expenses (diskettes, paper, computer on-line/access charges, etc.).

(d) The employee uses the computer system after hours, or on the employee's personal time.

(e) The employee does not use the computer system for permanent storage of data.

(f) Use does not conflict with the employee's responsibilities or normal City business.

(g) The use has been approved by the City Manager, or designee.

(2) All data stored on, and software developed on, City owned computer equipment is the property of Santa Clara City and may be viewed / reviewed by the City Manager, or designee, at any time.

(3) No pornography or sexually explicit material shall be accessed, stored, or viewed/reviewed on City owned computer equipment.

B. Postage Meters. No employee shall be allowed to use City owned postage

metering machines at any time for posting and mailing of any material of a personal nature.

C. 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 employee rate which is in effect at the time of use.

D. Telephone calls.

(I) Employees are expressly prohibited from making long distance telephone calls of a personal nature on City owned telephones.

(2) All employees will use City owned telephones for local personal calls judicially. Local telephone calls will be limited to necessity and must not disrupt the carrying out of employee responsibilities.

9. PURCHASING. Santa Clara City shall comply with all applicable federal laws and regulations, state laws, and city ordinances and resolutions regarding purchasing for the City.

10. TIMECARDS

A. All non-exempt employees of Santa Clara City are required to maintain an accurate and legible record of all their hours worked on approved electronic time sheets.

B. Electronic time sheets will be signed and dated by the employee, and forwarded to the appropriate Department Head, for review.

C. Department Head will then be responsible for the completion and submittal of Department Electronic Time Sheets to the City Manager or designee for review and payment.

11. CREDIT CARDS. City credit cards shall be used for official business only and shall not be used for the personal convenience of an employee.

12. OUTSIDE ACTIVITIES. City employees shall not use City owned property in support of outside interests and activities. 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 annual leave or compensatory time off in advance to pursue the outside interest during business hours.

E. Except as provided in paragraph 8, not use data processing equipment, postage metering machines, copiers or other City owned equipment, or supplies for the outside interest.

13. POLITICAL ACTIVITY.

A. An employee shall not be coerced to support a political activity, whether funds or time are involved.

B. An employee shall not engage in political activity during work hours.

C. An employee shall not use City owned equipment, supplies or resources, and other attendant expenses (~~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.

E. An employee shall not use the employee's title or position while engaging in political activity which shall give the impression of City liability or endorsement of any political position or person.

14. SECONDARY EMPLOYMENT.

A. Santa Clara City employment is primary.

(1) Employment with Santa Clara 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 give rise to criticism or suspicion of conflicting interests or duties or interfere with the employee's ability to effectively carry out his or her duties to the City.

(2) Employees are required to provide written notification to the City Manager using the Employees Notice of Secondary Employment (see Sample # 19 for details) before starting any secondary or outside employment. This notification should include the following information:

(a) The employers name, business name, and business address.

(b) A general overview of the type of business engaged in by the secondary employer.

(c) The specific duties engaged in by the employee at their secondary employment.

B. Santa Clara City's approval process.

(1) The City Manager or designee shall review the information contained in the Employees Notice of Secondary Employment 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 Santa Clara 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 Santa Clara City.

(2) This decision shall be communicated in writing to the employee, using the same Employees Notice of Secondary Employment. The employee:

(a) Shall abide by that decision.

(b) May appeal the decision to the Mayor & City Council, whose decision shall be final.

(c) May voluntarily resign their employment with Santa Clara City.

15. ANTI-NEPOTISM

It shall be the policy of Santa Clara City to comply with the Anti-Nepotism provisions of the Utah Code, Annotated 1953, 52-3-1, or other applicable State Law.

SECTION VIII: DISCIPLINARY ACTION

I. GENERAL POLICY.

A. It is the policy of the Santa Clara City that management will inform its employees about what is expected at work, what constitutes employee misconduct, 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 City government. 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.

D. Written documentation concerning employee disciplinary action imposed will become a permanent part of an employee's Personnel Record.

2. TYPES OF DISCIPLINARY ACTION.

A. Verbal Warning.

(I) Whenever grounds for disciplinary action exist, and the City Manager or Department Head determines that more severe action is not immediately necessary, the deficiency demonstrated should be verbally communicated to the employee, including the required changes needed to correct the problem.

(2) Whenever possible, sufficient time for improvement should precede additional disciplinary action.

B. Written Reprimand.

(I) The City Manager or Department Head may reprimand an employee. The City shall furnish the employee with an Employee Written Reprimand Notification (see Sample# 20 for details) setting forth the reason(s).

(2) A copy of the Employee Written Reprimand Notification, signed by the City Manager or Department Head and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the City will so state.

C. Suspension.

(1) The City Manager may suspend an employee with or without pay for up to, but not exceeding, thirty (30) calendar days for cause. Suspensions may be recommended by Department Heads.

(2) When suspending an employee, the City shall follow the due process proceedings hereinafter set forth in paragraph 5 of this section, entitled, imposing Disciplinary Action.

(3) On or before the effective date of the suspension, the City shall furnish the employee with a written Employee Suspension Notification (see Sample# 21 for details) setting forth the reason(s) for suspension.

(4) A copy of the Employee Suspension Notification, signed by the City Manager and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the City Manager will so state.

(5) An employee on suspension shall be responsible for making full employee contributions to their employee medical insurance benefits if suspended without pay.

D. Demotion.

(l) The City Manager may demote an employee for cause or provide for reasonable accommodation in appropriate circumstances. In situation involving Department Heads, all action shall require the advice and consent of the Mayor & City Council.

(2) When demoting an employee, the City Manager shall follow the due process proceedings hereinafter set forth in paragraph 5 of this section, entitled, Imposing Disciplinary Action.

(3) On or before the effective date of the demotion, the City Manager shall furnish the employee with a written Employee Demotion Notification (see Sample# 22 for details) setting forth the reason(s) for demotion.

(4) A copy of the Employee Demotion Notification, signed by the City Manager and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form, the City Manager

will so state.

E. Transfer.

(I) The City Manager may transfer an employee by furnishing the employee with a written Employee Transfer Notification (see Sample# 23 for details). Transfers are generally conducted upon recommendation of Department Heads. The transfer of Department Head personnel shall be conducted only upon the advice and consent of the Mayor & City Council.

(2) A copy of the Employee Transfer Notification, signed by the City Manager and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the City Manager will so state.

F. Termination.

(1) The City Manager, generally with recommendation of the Department Head, may terminate an employee for cause. The termination of Department Heads shall be conducted only upon the advice and consent of the Mayor & City Council.

(2) When terminating an employee for cause, the City Manager shall follow the due process proceedings hereinafter set forth in paragraph 5 of this section, entitled, Imposing Disciplinary Action.

(3) On or before the effective date of the termination for cause, the City Manager shall furnish the employee with a written Employee Termination Notification (see Sample# 24 for details) setting forth the reason(s) for termination.

(4) A copy of the Employee Termination Notification, signed by the City Manager and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the City Manager will so state.

3. CAUSES FOR DISCIPLINARY ACTION.

A. Causes for disciplinary action, up to and including termination, may include, but are not limited to, the following:

(I) 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. "See Section VII"

(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 maintain skills.

(13) Inadequate performance of duties.

(14) Unauthorized or excessive absence or tardiness.

(15) Falsification or unauthorized alteration of records.

(16) Violation of City policies.

(17) Falsification of employment application.

(18) Discrimination in hiring, assignment, or promotion.

(19) Sexual harassment.

(20) Violation of the Personnel Policies and Procedures.

(21) Use of alcohol or drugs, other than medication prescribed by a physician, that affect position performance.

(22) Falsifying City Records.

(23) Unauthorized possession of firearms, weapons, or explosives on City owned property, with the ~~obvious~~ exception of police officers.

(24) Carelessness which affects the safety of personnel.

(25) Threatening, intimidating, coercing, or interfering with fellow employees on the job, or the public at large.

(26) Theft or removal of any City property or the property of any employee from the work area premises without proper authorization.

(27) Gambling or engaging in a lottery at any City work area.

(28) Misusing, destroying, or damaging any City property or the property of any employee.

(29) Deliberately restricting work output of themselves or others.

(30) Drinking any alcoholic beverage during the workday or being under the influence of illicit drugs or alcohol during the workday.

(31) Sleeping during working hours, except as approved.

(32) Fighting (verbal or physical) on City premises, or while on City business, or in a City uniform.

(33) Any act which might endanger the safety or lives of others.

4. CONDUCTING AN INVESTIGATION.

A. The City Manager, 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 City Manager, or designee, may place an employee on administrative leave, with or without pay.

C. Disciplinary action shall not be imposed until an informal pre-disciplinary hearing, with appropriate written notice, has been completed by the City Manager, or designee. The investigation shall include an opportunity for the employee to respond to the allegations.

5. IMPOSING DISCIPLINARY ACTION.

A. The City Manager, or designee, shall conduct disciplinary action in a consistent manner.

B. Each employee shall be afforded prior access to Santa Clara 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 City Manager, or designee. The employee shall have the opportunity to respond to the allegations. The employees written response, if any, and other related documents shall be placed in the employees' personnel file.

E. In determining the type and severity of the disciplinary action, the City Manager, or designee, may consider aggravating and mitigating circumstances which include, but are not limited to, the repeated nature of misconduct; prior disciplinary action imposed; the severity of the misconduct; the employees work record; the effect on City operations; and/or the potential of the misconduct to harm person(s) or property.

F. For disciplinary action other than a verbal reprimand, the City, 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 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 City Manager. except that disciplinary action involving a Department Head shall require the advice and consent of the Mayor and City Council.

H. The City Manager, or designee, may note the disciplinary action on their personal notes at the time the disciplinary action is imposed and/or on the employee's performance evaluation form.

6. APPEAL PROCEDURES.

A. Probationary and part time/seasonal employees have no appeal rights.

B. Employees have no verbal warning appeal rights.

C. Employees have no written reprimand appeal rights.

D. When appealing to an Appeals board: Upon written receipt of an Employee Demotion, Transfer, ~~or~~ Termination Notice, permanent employees have the right to first appeal the disciplinary process and action imposed by the City Manager to an Appeals Board (exceptions include Probationary Employees and part-time/seasonal employees).

(1) An employee must submit their written notice of appeal to the City Manager within ten (10) days or an employee will be deemed to have waived all appeal rights.

(2) The Appeals Board shall be made up of five (5) members.

(a) Two (2) of the members will be from the City Council. The Appeals Board Chairperson will be the Mayor.

(b) Two (2) of the members will be employee representatives. Employee representatives will be elected by popular vote. Each City employee will vote for two (2) employee representatives. The top two (2) vote-receivers will become the employee representatives.

(3) If the Appeals Board overturns the Employee Disciplinary Action:

(a) The Appeals Board may also reinstate up to fifteen (15) days loss of pay associated with the Employee Disciplinary Action.

(b) The City Manager shall remove the record of the disciplinary action from the employee's personnel file.

(4) If the Appeals Board upholds the Employee Disciplinary Action, the employee has no additional appeal rights. The decision of the Appeals Board shall be final.

SECTION IX: GRIEVANCE PROCEDURES

1. GENERAL POLICY.

A. Employees who perceive that they have a grievance against Santa Clara City shall exhaust the administrative procedure set forth in the body of this policy 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 throughout the grievance process include, but are not limited to:

(I) Employee-supervisor relationships.

(2) Duty assignments not affecting position classification.

(3) Shift and position 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. 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:

(I) 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.

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) Immediate Supervisor.

(2) Department Head.

(3) City Manager.

(4) Mayor.

(5) City Council.

~~H.~~ The decision of the City Council constitutes the final level of the appeals process. ~~and is final and cannot be appealed.~~

2. CONFIDENTIALITY. Written Grievance Forms (see Sample# 25 for details) shall be private data under the government Records Access Management Act of the State of Utah. The Mayor or City Council may declare the grievance documents to be confidential and/or order the entire record, or any part of it, sealed.

3. FILING.

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

B. If any disciplinary action against an employee is rescinded as a result of the grievance process, the City Manager shall remove the record of the disciplinary action from the employee's personnel file.

C. If any disciplinary action against an employee is modified as a result of the grievance process, the unmodified record of the disciplinary action shall be removed from the employees personnel file and the modified record of the disciplinary action shall be placed in the employees' personnel file.

SECTION X: TERMINATION OF EMPLOYMENT

I. TYPES OF TERMINATION. Any involuntary termination or termination of any employee who is allowed to resign, in lieu of an involuntary termination, should be reviewed with legal counsel before termination is pursued or a resignation is accepted to ensure the employee's due process property 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 Santa Clara City, they will complete a Notice of Voluntary Resignation Form (see Sample# 26 for details) and present it to the Department Head or City Manager.

C. Resignation in Lieu of an Involuntary Termination Agreement, the Department Head and/or City Manager may conclude that an employee should be involuntarily terminated for no reason (for probationary employees) 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 City Manager may agree to a Resignation In Lieu Of an Involuntary Termination Agreement (see Sample# 27 for details).

D. Involuntary Termination: The City Manager may conclude that an employee should be involuntarily terminated for no reason (for probationary employees) 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, Santa Clara 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 a 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 Santa Clara City dies, their estate receives all pay due and any earned and payable benefits as of the date of death.

2. REQUIRED NOTICE PRIOR TO TERMINATION.

A. All employees, including at-will employees, must notify Santa Clara City at least two (2) weeks before retiring or voluntarily resigning to be eligible:

(1) To receive pay for unused, accrued vacation leave (if applicable).

(2) For rehire.

B. Santa Clara City does not have a requirement to give any prior notice to an employee before terminating their employment with the City.

3. TERMINATION PROCEDURES

A. A Notice of Voluntary Resignation Form, signed by the employee and the City Manager, shall 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) 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 City Manager, 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 in advance.

(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 state and federal 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 shall have the employee sign a release, including a declaration statement, to the effect that they are electing retirement of their own free will, and will accept the contractual benefits due and release the City of all other claims.

E. The following steps shall 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, Santa Clara City shall explain the situation to its employees, advising them of the possibility that reductions in force/ layoffs may become an economic necessity.

(3) In the selection of employees for reduction in force/layoff, the following guidelines should first be considered in the order stated regarding (a-d) below.

(a) Selection shall be based upon the employee's ability to perform the work assignments within the affected department.

(b) Seniority shall govern the selection when ability is equal.

(c) Emergency, temporary, and probationary employees should be laid off first.

(d) Permanent employees should be the last to be laid off, when possible, in inverse order of their length of service.

(e) The City shall carefully explain to the employee what the options are (such as Cobra and Retirement Plan Options).

(f) 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 reductions in force/layoffs 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 which may be due the employee, including pay for any hours worked but not paid; pay for unused, accrued vacation leave (if applicable).

(2) Under Utah State law, the required timing of the final payment at termination is:

(a) A Voluntary Resignation. Within one (1) workday of effective resignation date.

If the employee does not have a written contract for a definite period and resigns the employer's employment, the wages earned and unpaid become due and payable on the next regular payday.

(b) An Involuntary Termination/Separation for Cause. Within one (1) workday of last day worked.

When there is an Involuntary Termination/Separation for Cause the unpaid wages of the employee become due immediately. The unpaid wages are due within 24 hours of the time of separation at the specified place of payment.

(c) Unused, accrued vacation leave (if applicable) will always be paid for terminations of employment involving Reductions in Force/Layoffs, Medical Reasons, and Deaths, however, the value of such benefit may be offset against any sum or damages owed to the City.

G. The terminating employee will return any supplies or equipment, which are the property of the City to Santa Clara City at termination.

H. All terminating employees shall complete an Exit Interview Form (see Sample# 28 for details) with the City Manager, Department Head, or designee. The Exit Interview Form shall be signed by the employee and the City Manager, Department Head, or designee.

4. COBRA. Any employee who is eligible for benefits, that is separated from the City is entitled to a continuation of insurance coverage per the mandates of the Consolidated Omnibus Budget Reconciliation Act of 1985 or COBRA plan. (See Sample # 29 for details).

A. Federal Public Law 99-272 (which became effective July 1, 1986, and is known as COBRA) requires that all employers of twenty (20) or more full-time employees

offer a continuation of group insurance coverage to individuals who fall under one of the following qualifying events:

(1) Termination of employment (other than for gross misconduct), for a maximum continuation period of eighteen (18) months.

(2) Reduction of work hours below eligibility requirement, for a maximum continuation period of eighteen (18) months.

(3) Dependent coverage terminated due to death of employee, for a maximum continuation period of thirty-six (36) months.

(4) Divorce or legal separation from employee, for a maximum continuation period of thirty-six (36) months.

(5) Spouse or dependent of Medicare eligible employee, for a maximum continuation period of thirty-six (36) months.

(6) Dependent child who ceases to be a dependent under the generally applicable requirements of the group plan, for a maximum continuation period of thirty-six (36) months.

B. Under the Act, a qualifying individual is entitled to continued group insurance coverage identical to that which is provided to similarly situated beneficiaries to whom a qualifying event has not occurred. Individuals who are entitled to continued benefits under COBRA guidelines are required to pay the entire premium required under the policy during the entire period of the continued coverage. The premium a qualifying individual will be required to pay may not exceed one hundred and two percent (102%) of the applicable premium, for any period of continued coverage. Failure to pay the monthly premium will result in a cancellation of the insurance.

C. The insurance benefits offered under the COBRA guidelines will be terminated if, and when any of the following occur:

(I) A qualifying individual fails to pay the premium at the time it is required.

(2) A qualifying individual becomes eligible for coverage under any other group insurance plan due to employment or remarriage.

(3) At the expiration of a qualifying individuals maximum continuation period.

D. The offer of continued insurance coverage under COBRA is made independent of

any other offer to continue insurance that may be required under any applicable state law.

E. A qualifying individual has sixty (60) days from the termination date of their current coverage to decide whether to continue their insurance coverage under this plan. If they decide to apply for the continued coverage, all due and owing premiums must be paid before coverage will be granted. If they fail to apply for coverage within the sixty (60) days, they will have waived their rights to continuation of coverage under the COBRA guidelines. They are not required to apply for or accept coverage under COBRA.

SECTION XI: RECORD KEEPING

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

2. CONFIDENTIALITY. Employee records are maintained in compliance with the law.

   A. Confidentiality must be maintained at all times, with access limited to employees and their supervisory chain, or via court order or subpoena.

   B. Santa Clara City's policy is that only relevant, position-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 City Manager, or designee, on City premises during regular business hours.

3. PERSONNEL FILES REQUIREMENTS.

   A. General.

      (1) Personnel files are maintained on each employee and kept by the City. 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 City Manager, or designee.

      (3) Employees, or their representative designated in writing, may examine the employee's personnel file upon request during normal working hours at Santa Clara City Hall. 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 City Manager, or designee.

   B. Contents.

      (1) An employment record; including the employees' application, resume, interview forms, Employment Eligibility Verification (Form I-9), Employees Withholding Allowance Certificate (Form W-4), etc.

(2) A signed copy of the employee's acknowledgment of receiving a copy of the personnel policies and procedures 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

(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) Annual records of any leave accrued and taken.

(8) 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.) shall be updated by completing an Employee Information/Change of Status Form (see Sample# 30 for details).

D. Giving References. Santa Clara City limits information given in a reference to the following.

(1) Verification that the employee worked, full-time or part-time, for Santa Clara City during a stated period.

(2) A description of the position held.

(3) Verification that the employee achieved a given salary range.

4. OTHER FILES REQUIREMENTS. Records related to the items listed below shall 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. Position applications.

B. Test papers completed by applicants or candidates for any position.

C. Results of any pre-employment physical exam and mobility exams should be kept for a period of at least four (4) years.

D. Any advertisements or notices relating to position 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.

5. SALARY/WAGE REQUIREMENTS. The Federal Labor Standards Act (FLSA) requires Santa Clara City to keep all of the following data on all employees for a period of at least three (3) years.

A. Employees gender. ~~sex.~~

B. Time and day work week 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 work week.

6. OTHER REQUIREMENTS. There are record keeping requirements under other federal and state laws over which the personnel record keeping function has jurisdiction:

A. Occupational Safety and Health Act (OSHA) record of injuries.

B. Employee Retirement Income Security Act (ERISA) record of pensions.

C. The Immigration Reform and Control Act (IRCA) of 1986 requires verification of status forms to be kept for three (3) years after the person is hired or for one (1) year after employment is terminated, whichever is later.

SECTION XII: PERFORMANCE EVALUATIONS

1. GENERAL POLICY.

A Performance evaluations will consist of a review between the supervisor and the employee using the City's Performance Evaluation Form or other approved form. (Ex. Sample # 31).

B. It is the policy of the City that employee evaluations be conducted in a manner which will ensure fair treatment and an objective evaluation of employee performance.

C. Goal setting is critical for the development of performance plans and standards. Goals define in broad terms the underlying purpose of a given activity or set of activities.

D. Objectives specify what should be achieved during an employee's employment with the City.

E. There are certain fundamental principles which govern the establishment of goals, objectives, and performance standards.

(1) Participatory Goal Setting. In setting goals and objectives of employees, the supervisors should seek to involve employees in the process.

(2) Outline Results to be achieved. There should be room for flexibility. The supervisor should discuss with the employee how much will be done, when it needs to be completed, and what resources will be required.

(3) Relate to Organizational Objectives and Goals. In the process of initially formulating performance plans, each employee should be provided with the larger picture and how their work contributes to the organization. This is the responsibility of each supervisor.

(4) Define Objectives. Objectives must be clearly defined and understood by both employees and their supervisors. There must be clear agreement on resources to be made available, periodic reviews and other related control activities.

(5) Give Support. Employees should understand that they will be fully supported by their supervisors in pursuing the achievement of the mutually agreed upon objectives and standards.

(6) The above policies are guidelines that shall not be deemed a breach of employment agreement by the City, if not followed.

2. PERFORMANCE PLANS.

A. When time and circumstances permit, supervisors should complete a written performance plan with their new employees prior to their assignment to their workstation. When circumstances do not permit, supervisors should complete a written performance plan with their new employees as soon as possible given the existing constraints. Performance planning is a continuing and collaborative process in which employees and their supervisors:

(1) Jointly identify objectives for the next performance evaluation period.

(2) Define priorities and performance standards for the next performance period.

(3) Compare progress against expectations and revise the plan, when necessary.

B. The performance plan shall include goals and objectives, mutually acceptable performance standards, and a prioritization of goals and objectives.

C. Both employees and their supervisor shall sign the performance plan. The employee shall receive a copy from their supervisor who shall retain a copy. In the event of a dispute, the supervisor's decision shall control.

3. PERFORMANCE STANDARDS.

A. Performance standards and expectations shall be established for each employee. Employees shall participate in the establishment of performance standards and expectations relevant to their positions.

B. Employees shall be advised of how they are performing in relation to established standards.

C. Performance evaluations are an ongoing process which requires that supervisor and subordinates meet periodically to discuss achievements, review performance and mutually agree on strategies to eliminate performance deficiencies. This ongoing process culminates in the written evaluation at the end of the annual performance evaluation period.

D. Employees shall be made aware of the time frames and actions to be taken to

improve performance and to increase the value of service.

E. Employees shall know what role their supervisors shall play in providing them with assistance toward improved performance.

F. Employees shall have the right to prepare relevant comments to accompany their evaluations however, the final decision of the Supervisor shall control.

4. PERFORMANCE RATINGS.

A. Each employee evaluation shall provide an overall performance rating which can be equated to one of the following:

(1) Unsatisfactory. Performance fails to meet the minimum requirements of the position. Unsatisfactory progress has been made in response to corrective action. Removal from the job/position or termination is recommended.

(2) Marginal. Performance does not meet all requirements of the job/position. Some satisfactory progress has been made in response to corrective action.

(3) Satisfactory. Performance meets all requirements of the job/position.

(4) Good. Performance exceeds all requirements of the job/position.

(5) Exceptional. Performance consistently far exceeds all requirements of the job/position.

5. PERFORMANCE PERIODS.

A. Probationary employees.

(1) Employees on probation shall have performance evaluations following the end of their probationary period.

(2) The performance evaluations may be used to provide information to both the employee and management regarding the employee's performance.

(3) Probationary employees should understand that their performance evaluations and the results of such evaluations shall not obligate the City to a particular course of action relative to probationary employees, nor shall it create any property/due process rights for probationary employees relative to their jobs/positions.

B. Permanent employees.

(1) Performance evaluations will be completed annually on a schedule approved by the City Manager.

(2) Although a salary adjustment never automatically follows a performance evaluation, the performance evaluation will be included as a component of any future compensation increase.

6. CONFIDENTIALITY.

A. Completed performance evaluations shall permanently remain in the employee' s personnel file and become a part of the private information of that file.

B. Performance evaluations may be used in decisions concerning advancement, future training needs; performance related salary adjustments and contested disciplinary actions.

SECTION XIII: EMPLOYMENT CLASSIFICATIONS/COMPENSATION

1. GENERAL POLICY. Santa Clara City will pay at least minimum wages and overtime to all employees except those who are specifically exempt from minimum wage and overtime under the Fair ~~h1ir~~ Labor Standards Act (FLSA) of 1938 and as provided for within this policy manual. Santa Clara 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 Fair Labor Standards Act of 1938 and the Equal Pay Act of 1963.

2. EMPLOYMENT CLASSIFICATIONS. There are four classifications of employees within Santa Clara City:

   A. Full-time. An employee hired for an indefinite period in a position for which the normal work schedule is forty (40) hours per week. Full-time employees qualify for City benefits.

   B. Part-time. An employee hired for an indefinite period in a position for which the normal work schedule is ~~less than forty~~ twenty-nine hours (29) or less per week. Part-time employees ~~hired after June 30, 2005,~~ do not qualify for City benefits.

   C. Temporary. An employee hired for a position which is required for only a specific, known duration, usually less than six (6) months. Temporary employees do not qualify for City benefits.

   D. Seasonal. An employee hired for a position which is required for no more than 6 months. Seasonal employees do not qualify for City benefits.

3. EMPLOYMENT STATUS. To facilitate provisions of the Fair Labor Standards Act, employees shall also be classified as either exempt or non-exempt, with respect to eligibility for overtime payment. They shall be defined as:

   A. Exempt. Positions of a managerial, administrative, or professional nature, as prescribed by Federal and State Labor Statutes shall be exempt from minimum wage and mandatory overtime payment regulations.

   B. Nonexempt. Positions of a clerical, technical, or service nature, as defined by Federal and State Labor Statutes, which are covered by provisions for minimum wage and mandatory overtime payment regulations.

4. WORK WEEK.

A. Begins at 12:00 a.m. on Thursday.

B. Ends on Wednesday at 11:59 p m. ~~12:00 p.m. (midnight).~~

5. **WORKDAYS.**

A. Full Time: Monday - Thursday or as specifically designated.

1. Parks, Public Works and Power Departments summer hours are from May 1st thru September 1st from 6:00 am to 4:30 pm
2. Parks, Public Works and Power Departments fall hours are from September 2nd thru April 30th from 7:00 am to 5:30 pm.

B. Part Time: As directed.

C. Employees engaged in "public safety" activities, such as Law Enforcement and Fire Protection Departments: shall be as directed.

6. ATTENDANCE. Employees shall be in attendance at their workstations during normal working hours.

7. BREAKS AND LUNCH PERIODS.

A. Full-time:

~~(1)~~ Breaks: Two (2) optional fifteen (15) minute paid breaks during a standard workday. Breaks cannot be used to extend the lunch period or shorten an employee's work hours. ~~without approval by the City Manager.~~

~~(2)~~ Lunch: Is unpaid. One-half (1/2) hour unpaid lunch period during a standard workday. ~~Length of lunch breaks vary by department. Employees should contact their director to find out their department's policy.~~

B. Part-time: As directed.

C. Employee breaks and lunch periods will be taken at the discretion of the Department Head and/or City Manager 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 given for the extra time worked.

E. Employees engaged in public safety activities, such as Police and Fire Departments as directed.

8. HOURS OF WORK.

A. The minimum number of hours normally worked for full-time employees is 40 hours per week.

B. Hours May 1st – September 1st 6:00 am. - 4:30 pm..

9. SALARY ADMINISTRATION.

A. OVERTIME: It shall be the general policy of the City to not have employees work frequent or considerable overtime hours. However, the City Manager or Department Head may authorize employees to work overtime when necessary in order to meet emergency situations or operating needs. Overtime shall be compensated at a rate of one and one-half the regular wage to full-time employees who work in excess of 40 hours during a given work week. Paid vacation, sick leave, or compensation time will not be included in calculating hours for overtime payment. Employees who take it upon themselves to work overtime without proper prior authorization place themselves in jeopardy of disciplinary action.

B. COMPENSATORY TIME: ~~There may be occasions when overtime pay is restricted due to budget limitations or when Department Heads determine time off in lieu of overtime is appropriate. In such cases,~~ Compensatory time off will ~~may~~ be granted at the rate of one and one-half hours for each hour of overtime worked. The maximum compensatory time which may be accrued is eighty (80) hours. Compensatory time cannot be cashed in unless approved by the City Manager and if budgetary means are available. This approval will only be made in extreme circumstances. Once budgetary allocations for overtime have been exhausted, compensatory time shall be given for all overtime work. It shall be the responsibility of each Department Head to monitor their individual budgets and to assure budgetary and administrative compliance. All compensatory time earned must be used within six months of being earned. Department Heads should work with employees to schedule time off.

C. CALL BACK: All employees called back to work during their scheduled work week shall be entitled to Call Back compensation for actual time worked, but in no instance will the employee be compensated for less than one hour. All call back time is counted as overtime.

D. ON CALL: A schedule of On Call status employees shall be prepared in advance and maintained by the Department Head or designee. ~~Public Works Director.~~ Employees assigned to On Call status shall be compensated at the rate of $25.00 ~~15~~ per twenty-four-hour period for each weekday and $50.00 ~~25~~ per twenty-four-hour period for each weekend day and holiday for such time as they are required to be On Call. If staff works four tens, ~~than~~ there are three weekend days (Friday, Saturday and Sunday). If staff works five eights there are two weekend days

(Saturday and Sunday). Such employees must be able to respond and arrive on scene within one hour. Only one employee shall be on call during any given period of time.

E. Employees who work on one of the fourteen ~~twelve~~ approved paid city holidays will be compensated by receiving pay for the number of hours of their normal shift in addition to holiday pay (10 hours). (Not to exceed 10 hours holiday pay

SECTION XIV: SALARY PLANNING

1. GENERAL POLICY. The City Manager, in conjunction with the Mayor & City Council, shall be responsible for the development and maintenance of a uniform and equitable pay plan for Santa Clara City which shall consist of minimum and maximum rates of pay for each position and such intermediate steps as deemed necessary and equitable. Salaries shall be linked directly to the position classification plan and may take into consideration the following factors:

   A. Ranges of pay for other positions.

   ~~B.~~ Prevailing rates of pay for similar employment in ~~both~~ local public organizations. ~~public and private organizations.~~

   C. Cost of living factors.

   D. Other benefits received by employees.

   E. The financial policy and economic conditions of Santa Clara City.

2. PAY PLAN DEVELOPMENT AND ALLOCATION.

   A. The City Manager, or designee, shall conduct a study of salary levels and shall make adjustment recommendations to the Mayor & City Council at least every three (3) years. Implementation of adjustments are subject to the availability of funds.

   B. The City shall assign each position to a pay range.

3. ~~APPOINTMENT.~~

   ~~A. Pay for newly hired employees shall normally be set at the minimum of the pay range assigned to a position class. However, the City Manager may approve hires up to 25% above the minimum, as warranted by position qualifications and experience subject to the availability of funds. Upon the recommendation of the City Manager and subsequent approval of the City Council, new hires may be approved above the 25% minimum of the pay range assigned to a position class. (Amended 2/25/04)~~

4. MERIT INCREASE.

   ~~A.~~ The City, upon approval of the Mayor & City Council, shall adopt merit increase guidelines subjected to funding in approved budget. ~~effective July 1 of each calendar year subject to funding in the~~

~~approved budget.~~

B. Permanent full-time and part-time employees are eligible to receive a merit increase. Employees on probation are not eligible.

C. Employee's at or above the pay range maximum and employee's whose performance is rated less than successful, shall not be eligible to receive a merit increase.

D. The City Manager or Department Head must complete an employee's performance evaluation prior to a merit increase.

5. SELECTIVE SALARY ADJUSTMENT.

A. The City Manager may recommend a selective salary adjustment in order to mitigate an inequity caused by merit increase freeze or other similar circumstances.

~~B. The City Manager shall submit a written rationale supporting the recommendation to the Mayor & City Council.~~

C. A selective adjustment is subject to the availability of funds.

6. COST OF LIVING ADJUSTMENTS. The Mayor & City Council may grant a cost-of-living adjustment (COLA), based on the Social Security Cost of Living Adjustment.

7. PROMOTION.

A. An employee receiving a promotion may ~~will~~ receive a salary increase to be determined by the Department Head and City Manager. If the New salary is below the minimum of the new range, it shall at least be increased to the new minimum.

~~B. The City Manager, with the concurrence of the Mayor & City Council, 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 the availability of funds.~~

C. All increases are subject to the availability of funds and the approved budget.

8. ORDER OF SALARY CALCULATION. Multiple categories of pay increases awarded simultaneously shall be calculated in the following order:

A. Cost of living adjustment.

B. Merit.

C. Selective adjustment.

D. Promotion.

9. REASSIGNMENT. Except when due to a demotion or a disciplinary action, an employee who is reassigned shall be paid at least the same salary received prior to the assignment.

10. RECLASSIFICATION.

A. If the City reclassifies a position to a higher level, the City Manager shall adjust the incumbent salary to at least the minimum of the new range.

B. A reclassification increase is subject to the availability of funds.

C. If the City 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. An employee is ineligible to receive cost-of-living increases until the salary range increases.

11. DEMOTION. If an employee is demoted, either voluntarily or involuntarily, the City Manager may treat the employee's salary according to paragraph 10.C. above or reduce the salary to the applicable pay range.

12. BENEFITS.

A. Suspended Employee.

(1) An employee suspended for disciplinary reasons shall continue to be eligible to receive City benefits subject to the conditions set forth in paragraph 12.A. (2) below.

(2) The employee shall pay the employee portion of insurance premiums to continue coverage through the period of suspension.

SECTION XV: PAYROLL ADMINISTRATION

1. PAY PERIODS. Payday shall be bi-weekly on the Friday following the end of the pay period. Wages shall be calculated on a periodic basis consisting of fourteen (14) days.

2. PAY DAYS. Santa Clara City pay days are as follows.

   A. Every two (2) weeks.

   B. Pay is done via direct deposit only.

3. MINIMUM WAGE/SALARY. The Fair Labor Standards Act requires that the City pay an employee at least the minimum wage, as a gross wage/salary, minus the legally required pay deductions.

4. PAY DEDUCTIONS. Santa Clara City is permitted to make deductions authorized by their employees. The following is a checklist of payroll deductions:

   A. Itemized Deductions.

      (I) Mandatory:

         (a) Social Security.

         (b) Federal Tax.

         (c) State Tax.

      (2) Optional:

         (a) Major Medical Insurance.

         (b) Dental/Vision

         (d) Garnishment.

         (e) Group Life Insurance.

         (f) Pension Fund.

         (g) Life Insurance

         (h) Other

5. SEVERANCE PAY

When a full-time employee is separated from City employment due to a reduction in force through no fault of the employee, and when such separation requires immediate action thereby not permitting a two-week notice, the employee shall be paid two weeks' severance pay in lieu of the two-week notice.

6. PAY ADVANCEMENT

The City will not make pay advances to employees. ~~unless approved by the City Manager. Earned annual leave will be used as collateral for the advance. A consideration for advance pay is based on unique or emergency situations and is at the sole discretion of the City to make any such determination.~~

SECTION XVI: REIMBURSABLE EXPENSES

1. GENERAL POLICY. With prior approval, legitimate expenses will be reimbursed by Santa Clara City to the employee. Receipts should be required to reimburse the employee. Reimbursement may be in the form a check ~~of petty cash~~, in ~~an~~ addition to a paycheck, or a separate check. Records must be kept reflecting the amount of reimbursement each employee has received.

2. TRAINING AND CONFERENCES. If required to attend training seminars, conferences, briefings, or gather information; an employee will be compensated, in addition to paying any tuition or fees, at the rate of one and one-half (1/2) times their regular workday pay if hours worked exceed forty (40) hours in that week.

3. TRAVEL POLICY.

   A. All travel outside of the Santa Clara City/~~St George Community~~ Washington County limits shall be authorized by the City Manager. A log of all such travel exceeding a thirty (30) mile radius of the City shall be kept. This log shall include the reason for the trip, the time the employee departed, and the time the employee returned, and vehicle used.

   B. Travel for legitimate City purposes in City vehicles may be authorized when the use of the vehicle does not detract from the operational needs of the City. Overnight use of City vehicles for travel purposes shall be authorized by the City Manager or designee.

   C. All hotel or other sleeping accommodations and airplane or other travel accommodations shall be arranged in advance for overnight trips and paid in advance of the trip. If such payment in advance is not possible, Santa Clara City shall reimburse to the employee the cash amount of the cost of such sleeping and travel accommodations after receiving the appropriate receipts to verify that the employee has expended their own money for such purposes. Failure to produce a receipt in such circumstances will necessitate the withholding of reimbursement. Receipts for hotel accommodations shall be turned into the City by the employee as a verification of attendance no matter what the form of payment.

   D Use of an employee's personal vehicle may be authorized when circumstances warrant. The employee shall keep track of the mileage associated with the approved travel and submit a request for reimbursement to the City Manager based upon this record. The mileage rate will be consistent with the established rate used for Internal Revenue Service travel deductions.

   E. All registration fees, etc., will be paid in advance by check or credit card. If this is not possible, the employee will be reimbursed for their own expenditure for registration fees,

etc. after presentation of a valid receipt in conjunction with previously authorized travel.

F. The amount of fifty-nine dollars ($59.00 ~~40.00~~) shall be granted as the maximum daily per diem allowance for City employees engaged in travel on the City's behalf. No per diem shall be authorized for spouses of employees or others traveling with the employee at their own expense. Receipts shall not be required for per diem advancements or compensation unless the employee requests reimbursement above the authorized amount.

G. Travel that requires less than a full day shall be compensated by the following specific per diem allowances:

(1) Breakfast: Twelve dollars ($12.00), when departing before 8:00 am

(2) Lunch: Seventeen dollars ($17.00)

(3) Dinner: Thirty dollars ($30.00) when returning after 6:00 pm

~~(3)~~ These amounts will be paid in advance, after ~~may be either an advance after~~ submission of an approved ~~of~~ travel request. ~~or reimbursed after presentation of receipts.~~

SECTION XVII: BENEFITS

I. WORKER' COMPENSATION.

A. All employees are covered by workers compensation which provides medical reimbursement and disability benefits for position-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 Manager ~~Mayor,~~ or designee.

B. Employees may use accrued vacation or sick leave to make up the difference between workers compensation benefits and their base pay.

C. Medical Attention. An employee who sustains a bona fide, on-the-position injury may seek medical attention from the medical facility of their choice. 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-position injuries or illness to the regular medical plan).

D. Initial Reporting of Illness or Injury. 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 City immediately. After Form 122 is filled out, a copy must be sent to the Human Resources, insurance carrier, and a copy must be sent to the Industrial Commission within seven (7) days of the date of injury.

E. Reporting while off the job. While on leave because of a bone fide, on-the-position injury or illness, an employee must contact their supervisor to report on their condition a minimum of once per week. Failure to provide the required medical status reports may result in revocation of the leave and/or immediate termination.

F. Return to Service. 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 immediate 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 position classification.

G. At the time of final release or settlement of a worker's 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.

2. SOCIAL SECURITY/FICA. All employees whether full-time, part-time, or temporary are covered by the benefits of Old Age, Survivors, and Disability Insurance as provided for by law. Contributions of the employee and City will be made in accordance with the provision of the law.

3. INSURANCE.

A. Medical Health Insurance. It is the policy of Santa Clara City to pay the cost of health insurance for:

(1) Each individual full-time employee and all of their immediate & dependent family.

(2) Medical Health Insurance will be made available to full-time employees per the requirements of the City's health insurance provider.

B. Life Insurance. A basic life insurance policy is provided free of charge for each employee at the City's expense. This is included in the package with the health insurance.

C. Insurance Termination, Transition, and Conversion.

(1) Termination. When an employee is terminated from employment with Santa Clara City, the City will cease making contributions to the employee's insurance plans.

(2) Transition. In cases requiring longer than three (3) months, arrangements may be made with the City for the employee to pay the additional premiums required. Both Medical/Health Insurance and Life Insurance may be converted on termination in accordance with the terms of the individual policies. This is an individual responsibility that should be made directly between the individual employee and the City.

(3) Conversion.

(a) The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 is available for those employees who resign or are terminated from employment or if work hours are reduced which makes the employee no longer eligible to participate in the state group health insurance plans. Employees may have the right to continue to participate in a COBRA program through the state for

up to eighteen (18) months at the employee's expense, subject to current state and federal law.

(b) Eligible dependents may also extend coverage, at their expense, for up to thirty-six (36) months in state health insurance plans in the event of the employee' s death, divorce, legal separation, or entitlement to Medicare benefits, or when a child ceases to be eligible for coverage as a dependent under the terms of the plan, subject to current state and federal law.

4. STATE AND FEDERAL UNEMPLOYMENT. All employee's whether regular, part-time, or temporary are covered by the benefits of State and Federal Unemployment.

5. CONTINUING EDUCATION. Employees are encouraged to further their education and training in areas that will enhance their job performance. Under this program, educational assistance may be provided for courses offered by approved institutions of learning such as accredited colleges, universities, and technical and vocational/trade schools. All full-time employess may be eligible to participate in furthering their education subject to at least one year employment with the city and budget allowance. ~~obtain continuing education through attendance at position related seminars.~~ Requests for continuing education ~~attendance~~ must be approved in advance by the City Manager and~~/or~~ Department Head.

A. Required by Santa Clara City. When the City requires an employee to attend any education or training course, conference, seminar, or certification course, the City will provide the necessary time off with pay and will reimburse the employee for all associated costs including tuition or registration fees, authorized travel, meals, and lodging.

B. ~~Encouraged by Santa Clara City.~~ Employees are encouraged to further their education and training in areas that will enhance their ~~position~~ job performance. Courses must not interfere with your job responsibilities and must be taken on you time. The City will reimburse 75% of tuition and fees for upon proof of successful completion. ($3,000 maximum reimbursement per fiscal year) ~~Upon advance approval by the Department Head and City Manager for final approval, 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.~~ Proof of successful completion will include one of the following:

(1) A certificate indicating successful course completion, if applicable.

(2) A grade point average of 2.7 or higher on a 4.0 (A, B, C, D, F) scale.

(3) A grade pass on a pass/fail grading system.

If you are eligible for reimbursement from any other source (e.g. government sponsored program or scholarship), you may see assistance under the City's education assistance program but you will only be reimbursed for the difference between the amount received from the other funding source and the actual course cost up to the maximum allowable reimbursement.

To be eligible for reimbursement, you must submit an "Education Reimbursement Form" to your department head prior to the scheduled commemencment of your course(s), receive written approval from your department head, be activley employed by the City at the time of course completion and receive a qualifying grade/certificate.

Employees who voluntarily terminate employment with the City within one year of receiving tuition reimbursement must reimburse the City for assistance received during their last year of employment with the City.

~~Funds must have been budgeted and approved for the current fiscal year.~~

~~C.~~ ~~Employees who benefit from training and education programs at the expense of the City shall enter into a commitment to work one month for every $1,000.00 contributed towards their training and/or education. Should an employee elect to leave the employ of the City prior to their tenure completion or official retirement, they shall be required to reimburse the City for that portion of the cost for the~~

~~training and/or education not covered by tenure completion.~~

6. RETIREMENT SYSTEM.

A. All full time City employees are covered by the Utah State Retirement Systems, unless otherwise authorized by the Mayor & City Council according to State Law. (This is in addition to their Social Security coverage).

B. The cost of this program is paid for by the City in the percentages set by action of the Mayor & City Council.

7. UNIFORM ALLOWANCE

A. For those employees required to wear uniforms, the City shall provide as a benefit to the employee the uniforms. The City reserves the right to decree other policy on a case-by-case basis.

B. Uniforms are furnished in the performing of one's duty; however, they are not to be worn while off-duty or at City sponsored social functions or similar events.

C. If an employee who receives a purchase of City provided uniforms, upon his/her resignation or termination with the City, the cost of those uniforms will be prorated for the year ending employment and monies will be paid back to the City.

SECTIONXVIII: FAMILYANDMEDICALLEAVEACT(FMLA)

1. GENERAL POLICY.

   A. The Family and Medical Leave Act of 1993 requires many employers, including public agencies to provide up to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for eligible employees at the time of the birth or adoption of a child or at the time of a serious health condition affecting the employee or a family member.

   B. A single public agency is further defined under Section 3(x) of the Federal Labor Standards Act to include Santa Clara City.

   C. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a medical facility or continuing treatment by a health care provider.

   D. Intermittent leave or a reduced leave schedule for medical reasons can be taken under this policy when medically necessary. Intermittent leave or a reduced leave schedule to care for a new child can be taken only if the employee and the City mutually agree to that arrangement.

      (1) Intermittent leave is leave that is not taken consecutively.

      (2) A reduced leave schedule is a leave schedule that reduces the usual number of hours per work week or hours per workday.

2. ELIGIBILITY. To be eligible for FMLA leave, an employee must:

   A. Have been employed for at least twelve (12) months by the employer.

   B. Have been employed for at least one thousand two hundred fifty (1,250) hours of service with that employer during the previous twelve (12) months.

   C. Be employed by an employer who employs at least fifty (50) people within a seventy-five (75) mile radius around the work site.

3. LEAVE OPTIONS. At either the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

4. NOTICE AND MEDICAL CERTIFICATION REQUIREMENTS. When an employee notifies the City of their request for FMLA leave, the City will provide the employee with an Employer Response to Employee Request for Family and Medical Leave Form (Form WH-381) (see Sample# 34 for details). Santa Clara City may require the employee to

provide advanced leave notice and medical certification. Employees who are required to provide medical certification will use a Certification of Physician or Practitioner Form (see Sample# 35 for details). Additionally, FMLA leave may be denied if the following requirements are not met:

A. The employee ordinarily must provide thirty (30) days advance notice when the leave is foreseeable. When this is not possible, the employee should provide such notice as is possible.

B. The employee may be required to provide the employer with medical certification to support a request for FMLA leave because of a serious health condition. If the employer requires a second (2nd) or third (3d) opinion, they will both be at the employer's expense.

C. A fitness for duty report is required before an employee returns to work with the employer, if the FMLA leave pertains to the employee.

5. BENEFITS AND EMPLOYMENT STATUS.

A. During the FMLA leave, the employer must maintain the employee' s health benefits coverage under any group health plan that the employee has with the employer.

B. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's FMLA leave. However, no seniority or other benefits will accrue during the 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.

SECTION XIX: LEAVES OF ABSENCE

1. ABSENT WITHOUT LEAVE.

   A. Any unauthorized absence of an employee from duty shall be grounds for disciplinary action, up to and including termination.

   B. Any employee who is absent for three (3) or more consecutive workdays without authorized leave shall be deemed to have voluntarily resigned their position and employment without notice. Where extenuating circumstances are found to have existed, however, such absence may be covered by the City Manager, by subsequent grant of leave with or without pay as the circumstances dictate.

2. ANNUAL VACATION LEAVE.

   A. Each permanent, full-time employee shall receive annual vacation leave at the following rate:

      (1) For one (1) month thru five (5) years of service, (80 hours) of annual vacation leave shall accrue at the rate of .833 days per month for each month worked.

      (2) From six (6) years thru ten (10) years of service, (120 hours) of annual vacation leave shall accrue at the rate of 1.25 days per month for each month worked.

      (3) Beginning with (11) years of service, (160 hours) of annual vacation leave shall accrue at the rate of 1.66 days per month for each month worked.

   ~~B.~~ New employees shall accrue annual vacation leave from the date of hire.~~, but they shall not be eligible to use accrued leave until satisfactorily completing the probationary period and have been promoted to permanent status. The minimum probationary period shall be six (6) months.~~

   C. Part-time employees shall not accrue annual vacation leave.

   D. Persons hired on an emergency, part-time basis, seasonal, temporary or contract basis shall not accrue annual vacation leave.

   E. Vacation time is accrued on the second pay period of each month.

   ~~F.~~ ~~. An individual who starts work between the first (1st) and the fifteenth (15th) of the month will receive credit for that month. An individual who starts work between the sixteen (16th) and the last day of the month will accrue leave time beginning on the first (1st) day of the following month.~~

~~on the first (1st) following month. Employees will be eligible to use~~
~~day of the~~
~~leave which they have accrued after they have successfully completed the~~

~~probationary period in the (1st) first year of permanent employment. requests.~~

~~G. Each department head will issue approval or disapproval on all annual vacation leave requests.~~

H. The maximum annual vacation leave which can be accrued and carried forward from fiscal year to fiscal year is two hundred & forty (240) hours. Any accrued annual vacation leave in excess of two hundred & forty (240) hours shall be forfeited on July first (1st of the year following the fiscal year (July 1 to June 31) in which the leave was accrued. ~~Those employees who have earned in excess of two hundred & forty hours (240) prior to the adoption of this policy shall be compensated for those hours which are in excess.~~

I. A holiday which falls during an employee's annual vacation leave shall be counted as a paid holiday and not as annual vacation leave.

J. An employee who is separated from employment may be compensated for all accrued annual vacation leave.

K. Official annual vacation leave records will be maintained by the City.

L. The Department Head and/or City Manager shall determine if leave requests should be granted or denied. If denied, the Department Head and/or City Manager will notify and explain the reason to the employee, who may then select another date for leave. Each Department Head may use whatever method of scheduling leave requests they feel is necessary as long as the methods are reasonable, fair and consistent.

M. Prior Service Time: Career service employees with prior work experience in the same type of work in which they are presently engaged may with the approval of the ~~Mayor & City Council~~ City Manager count their total service time to determine their days of annual leave earned.

3. HOLIDAY LEAVE.

A. Holidays which apply to full time employees are:

(1) New Year's Day.....January 1st

(2) Human Rights Day.....3rd Monday in January

(3) President's Birthday .....3rd Monday in February

(4) Memorial Day .....Last Monday in May

(5) Juneteenth Day..... 19th of June

(6) Independence Day .....July 4th

(7) Pioneer Day .....July 24th

(8) Labor Day..... 1st Monday in September

(9) Columbus Day..... 2nd Monday in October

(10) Veteran's Day.....November 11th

(11) Thanksgiving Day ..... 4th Thursday in November

(12) Thanksgiving Day (day after).....4th Friday in November
~~(In Lieu of Columbus Day)~~

(13) Christmas Day .....December 25th

(14) Christmas Day (day after) ..... December 26th

B. If any of the above holidays fall on a Saturday, then the proceeding Friday is the holiday and offices will be closed. If any of the above holidays fall on Sunday, then the following Monday is the holiday and offices will be closed. Department needs and staffing, employees may choose to take an adjusted day off work or receive Holiday pay.

~~C. Part-time employees are not eligible for Holiday pay; however, City Council may approve specified Holiday Pay based on the approved budget each FY.~~

~~Holiday pay for permanent part-time employees shall be 5 hours per holiday.~~

4. SICK LEAVE.

A. Sick leave is a privilege and not a right of employment. Department Heads must use discretion in approving sick leave, while at the same time, insisting that sick person remain off the job. Abuse of the sick leave privilege will be grounds for disciplinary action. Accumulated sick leave remains the property of the city. To abuse the sick leave privilege is comparable to theft. If from month-to-month employees consistently utilize sick leave, they may become suspect of policy abuse. Employees who become suspect of sick leave abuse will be in jeopardy of receiving an unsatisfactory rating in performance due to loss of work time

B. Use of sick leave. Sick leave may be used at any time with approval of the Department Head and/or City Manager for any of the following reasons:

(1) When the employee is unable to perform their regular duties or other

temporary work to which they may be assigned.

(2) Visits to hospitals, clinics, doctor's and dentists' offices for diagnosis or

treatment of illness or injury or examination.

C. Eligibility. Sick leave shall be available to all full-time permanent employees, and probationary employees. Seasonal, temporary, provisional, and emergency employees are not eligible for sick leave. ~~Sick leave will not be granted to new employees during their probationary period of employment, except for emergency circumstances.~~

D. Accrual. Sick leave is accrued at the rate of one day per month or twelve (12) days per year. The employee will begin to accrue sick leave immediately upon being hired. Sick leave shall not accrue if an employee is in a leave-without-pay status. Sick leave shall accrue to a maximum of (960 hours).

E. Advance sick leave is not allowed.

F. Termination. Retiring, resigning or otherwise terminated employees shall not be compensated for unused accrued sick leave.

G. Payments.

(1) In order to qualify for sick leave payments, an employee must notify the Department Head and/or City Manager as soon as possible The City should also be kept advised of the employee's progress and expected date of return to duty.

(2) Any absence for illness beyond accrued sick leave will result in the employee being carried on annual vacation leave status until all annual vacation leave has expired, then be carried in a leave-without-pay status.

H. Certification of Illness. For sick leave in excess of three (3) consecutive working days, or if abuse of sick leave is indicated, the City may require a certificate from the attending physician stating that such illness prevented the employee from working.

I. Reporting Absences. An employee will be paid only when the employee (or a member of his immediate family if the employee is incapacitated) notifies the City as soon as possible) The City may request a doctors release any time they question the reasonableness of an absence of three (3) day or more. This type of request should be the exception, not the rule.

J. Holidays occurring while a permanent employee is on sick leave shall not be charged against sick leave.

K. Wellness Program ~~Sick Leave Buyout~~. Sick leave buyout will be paid in November

of each calendar

year. In order for an employee to participate in the annual sick leave buyout he/she must have done the following:

(1) Have accrued 30 or more days of sick leave.

(2) Bank six (6) of the 12 sick days accrued during the current year.

(3) If an employee has complied with the previous 2 steps, he/she may request a buyout of up to six (6) days of their 12 unused sick leave days accrued during the current year; without dropping below 30 days.

(4) Employees who have reached the maximum allowable sick leave accrual (960 hours) may buyout up to twelve days for the year without dropping below 960 hours.

5. EMPLOYEE SICK LEAVE POOL. (Amended by Resolution 2007-0SR adopted on 5/9/07.

A. Purpose. To provide a pool of sick leave hours for Employees that will be absent from work for an extended period of time, because of severe injury or illness and have exhausted their own vacation / comp time / and sick leave.

B. Establishment. The pool shall be established for the benefit of an employee at the discretion of the City Council.

C. Donations. Employees that wish to donate hours to the pool must meet the following criteria:

(1) Accrued greater than 80 hours of sick leave.

(2) Maintain at least 80 hours after the donated hours.

(3) Complete and sign a sick leave hour donation form.

(4) Hours are donated on an hour for hour basis.

D. Limits. Employees may donate hours subject to the accompanying limits:

(1) Employees with 81 - 260 hours of accrued sick leave may donate up to 20 hours per year per employee to the pool.

(2) Employees with greater than 260 hours of accrued sick leave may donate up to 40 hours per year per employee to the pool.

E. Access. The pool is accessible to employees that meet these criteria:

(1) All available vacation / comp time/ sick leave have been exhausted by the employee.

(2) The employee must have written documentation of the injury or illness from his / her medical doctor and supply ongoing documentation if use of the pool is granted.

(3) City Council approval must be sought and granted for use of the pool.

(4) Requests for use of the sick leave pool can be made 1 time during a 2-year period per employee.

(5) An employee is eligible and limited to use 90 days (3 months) of sick leave from the pool during a 2-year period.

F. Management. The pool will be managed according to these guidelines:

(1) The pool will be established at the discretion of the City Manager or designee ~~City Council~~ for the benefit of an employee.

(2) Hours will be contributed on a voluntary basis from other employees of the City.

(3) Unused hours will be returned to the employees that have donated hours based on the percentage of the total pool that they contributed.

(4) Any sick leave donated to the pool by an employee will not be counted against them for the annual sick leave buyout option.

6. MATERNITY LEAVE.

A. 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 their duties. ~~The City, may grant an employee annual vacation leave, sick leave, and/or leave without pay for this period of absence~~. Regulations governing annual vacation leave, sick leave, and leave without pay will apply.

B. During a maternity leave period in excess of thirty (30) calendar days, an employee's annual vacation leave, sick leave, and/or time toward their performance evaluation, if applicable, shall not accrue.

C. 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.

~~7. EMERGENCY LEAVE. The City may allow a permanent or probationary 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 sick leave, annual vacation leave, or accrued compensatory time. The Mayor & City Council shall have the authority to grant longer leaves in unusual circumstances in which an emergency exists. During an emergency leave period in excess of three (3) calendar days, an employee's annual vacation leave, sick leave, or time toward their yearly performance evaluation, if applicable, shall not accrue.~~

8. MILITARY LEAVE. Full-time employees who are members of the U.S. Armed Forces may request military leave when ordered to military service. Any combination of accrued leave or leave without pay may be requested. An employee may not claim salary for non-- working days spent in military training or for traditional weekend training. A full-time employee shall be granted leave with compensation for the difference in salary for active duty, for service in the National Guard or in the Armed Forces reserves for the purpose of fulfilling annual field training. Paid military leave shall not exceed ten (10) working days in anyone (1) calendar year. (Utah State Code 39-3-1 & -2).

Any compensation, including travel and expense allowance received by the employee must be turned back to Santa Clara City.

An employee on military leave is eligible for any service awards or non-performance administrative leave the employee would otherwise be eligible to receive. An employee is entitled to re-employment rights and benefits including leave accrual to which the employee would have been entitled had the employee not been absent due to military service. An employee entering military leave may elect to have payment for annual leave deferred.

In order to be reemployed, an employee shall present evidence of release from official military orders under honorable conditions, and

- For service less than 31 days, return at the beginning of the next regularly scheduled work period on the first full day after release from service unless impossible or unreasonable through no fault of the employee: or
- For service of more than 30 days but less than 181 days, submit a request for reemployment within 14 days of release from service, unless impossible or unreasonable through no fault of the employee: or
- For service of more than 180 days, submit a request for reemployment within 90 days of release from service.

An employee shall be placed in a position in the following order of priority:

If the period of service was for less than 91 days, the employee shall be placed:

- In the same position the employee held on the date of the commencement of the service in the uniformed services; or

- In the same position the employee would have held if the continuous employment of the employee had not been interrupted by the service.

If the period of service was for more than 90 days, the employee shall be placed:

- In a position of like seniority, status and salary, of the position the employee held on the date of the commencement of the service in the uniformed services; or

- In a position of like seniority, status, and salary the employee would have held if the continuous employment of the employee had not been interrupted by the service.

When a disability is incurred or aggravated while on official military orders, DASIA will adhere to the Uniformed Services Employment and Reemployment Rights Act (USERRA), United States Code, Title 38, Chapter 43.

The cumulative length of time allowed for reemployment may not exceed five years.

A full-time employee who is a member of the National Guard or Military Reserves and is on official military orders is entitled to military leave not to exceed 120 hours each calendar year, including travel time. An employee shall give notice of official military orders as soon as possible.

9. JURY LEAVE. A permanent or probationary employee may be granted leave with full pay when performing jury duty or when required to serve as a witness in any 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 his own witness in financial and related suits which he has initiated.

10. FUNERAL LEAVE. The City shall grant an 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, stepchild, daughter or son-in-law, parent, stepparent, grandchild, mother or father-in- law, sister or brother-in-law, grandparent, spouse's grandparent, brother or sister. Funeral leave shall not be charged against accrued annual vacation or sick leave unless in excess of the three days with prior approval by the City Manager.

11. ADMINISTRATIVE LEAVE WITH PAY.

A. While performing authorized duties. A permanent or probationary 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 City.

B. Pending possible disciplinary action. A permanent or probationary 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.

12. LEAVEWITHOUTPAY.

A. The City 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 their position and employment without notice.

B. A leave without pay shall not constitute a break in service. However, during a leave without pay period, an employee's annual vacation leave, sick leave, and time toward their performance evaluation, if applicable, shall not accrue.

C. Leave without pay shall be granted:

(1) For education purposes when the employee' s course of study will be of direct benefit to the City, their absence will not be a hardship for their 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 sick leave.

F. 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 City may decide where the leave without pay is warranted.

13. DOCUMENTATION OF LEAVE. Some of the above absences must be supported by a copy of the official paperwork causing the absence. Such paperwork must be submitted to the City, or their designated representative, as soon as possible.

SECTION XX: GENERAL SAFETY

1. GENERAL POLICY. The following general safety rules will apply in all agency work places. Each work unit may prepare separate 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 position, such as safety glasses, gloves, toe guards, back supports, 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.

   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 Safety Orders will be provided.

   H. Due to the potential risk of serious injury or death, employees are prohibited from entertaining, or caring for, guests or family members in or around inherently dangerous work areas. These areas include, but are not limited to:

      (1) Road repair.

      (2) Construction areas.

      (3) Vehicle maintenance areas.

      (4) Swimming pools.

      (5) Animal control.

      (6) Power plants.

      (7) Sewers.

2. PROPER USE OF CITY EQUIPMENT AND TOOLS. The use of City equipment or tools for private purposes is strictly prohibited.

A. Employees shall be required to attend training provided by the City; including an explanation of position hazards, safety procedures and training on all equipment, tools, etc., necessary for the accomplishment of the employee's position description. Employees may attend additional training as approved.

B. A commercial driver's license (CDL) is required for operators of commercial motor vehicles. No individual shall be allowed to operate such vehicles unless they have a current commercial driver's license in their possession. This license is required pursuant to the Commercial Motor Vehicle Safety Act, signed into law on October 27, 1986. Employees must renew their commercial driver's license at four (4) year intervals.

C. Operators and passengers in a business-use vehicle equipped with seat belts must wear them when the vehicle is in operation, and all employees operating vehicles shall observe all local traffic laws.

D. Employees shall keep the agency vehicles which are used by them clean, presentable, and serviceable. Employees receiving car allowances shall also keep their vehicles clean, presentable, and serviceable.

SECTION XXI: UTAH OSHA REQUIREMENTS

1. GENERAL POLICY. It is the policy of Santa Clara City to maintain an environment which is free from any recognizable hazard which is likely to cause death or serious injury to any employee through open communication with all employees.

2. POSTING UOSHA NOTICES. Santa Clara City will post all required UOSHA notices in conspicuous places (such as employee bulletin boards or where similar notices are usually posted). Employees may obtain additional information from the City when they have questions about any of the standards which are provided under UOSHA.

3. INSPECTION PROCEDURES. All employees should follow the procedures listed below in the event an inspector from UOSHA presents themselves on the job site.

   A. If an inspector arrives on the job site, an employee should understand that they are not authorized to offer any information requested by the inspector.

   B. The employee will inform the inspector that the employee will contact the City Manager or Department Head, who will accompany the inspector during any inspection.

   C. The City 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 job site.

   D. If the UOSHA inspector does not reveal the appropriate credentials at the outset of the inspection, the City should ask the inspector to reveal their credentials and should examine them before allowing an inspection of the job site.

   E. The City should not refuse an inspection of the job site where the inspector does not have a warrant to inspect.

   F. If the credentials are appropriate, and before beginning the inspection, the City Manager and/or Department Head 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, a copy should be requested. (Please Note: Under no circumstances should the information received on an employee complaint be used for disciplinary action toward an employee as this type of action is prohibited by law).

   G. The City Manager and/or Department Head should accompany the inspector during the entire inspection of the job site.

   H. Notes should be taken throughout the entire inspection.

4. ACCIDENT REPORTING PROCEDURES.

A. Employees who are injured in connection with employment, regardless of the severity of the injury, must immediately notify the City Manager and/or Department Head 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 shall be subject to disciplinary action, up to and including termination.

B. The City will investigate the position related injury to determine the cause of the injury.

C. Santa Clara City shall contact UOSHA within twelve (12) hours of the occurrence of any position related death, disabling, serious, or significant injury, and/or any occupational disease.

D. Santa Clara City shall file the required report with UOSHA within seven (7) days 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 position. Minor injuries such as scratches and cuts do not need to be reported to UOSHA if they require only minor first-aid treatment.

E. Santa Clara City shall keep a copy of the UOSHA report in their UOSHA File.

F. Santa Clara 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, Santa Clara City shall file a report with UOSHA within seven (7) days of first knowledge or notification of the death.

SECTION XXII: CONFINED SPACE ENTRY

1. GENERAL POLICY. Santa Clara City shall have a written confined space entry policy, if required in accordance with Volume 29 Code of Federal Regulation 1910.146.

2. REQUIREMENTS. When required, the written confined space entry policy shall include at least the following:

   A. Annual training on confined space issues.

   B. A review of potential confined spaces.

   C. A permitting system for entering permit-required confined spaces.

   D. A rescue plan for managing confined space incidents.

   E. Protocols for managing contractors doing work in Santa Clara City's confined spaces.

   F. A list of the appropriate personal protective equipment and hardware (hoists, winches, gas monitors, respirators, and ventilation gear) required for safe entry and exit.

SECTION XXIII: DISASTER RESPONSE PLANNING

1. GENERAL POLICY. Santa Clara City shall comply with the Emergency Operations Plan as adopted by the City.

SECTION XXIV: APPENDIX

SANTA CLARA CITY

POLICY STATEMENT AND ACKNOWLEDGMENT FORM

1. I have received my copy of the Personnel Policies and Procedures Manual which outlines the policies, practices and benefits of Santa Clara City. I accept responsibility for informing myself about these policies by reading them and, if necessary, by asking that they be explained to me.

2. Since the information in this Personnel Policies and Procedures Manual is necessarily subject to change, it is understood that the information that I have received may be changed or replaced by other policies and procedures which the City may change time to time.

3. For Probationary Employees, I understand and agree that my employment with Santa Clara City may be terminable at-will, meaning that either myself or the City may terminate the employment relationship at any time for any reason. I understand that neither myself nor the City has any obligation to base a termination decision on anything other than intent not to continue the employment relationship. No one has promised me that my employment will only be terminated for cause, or only for any particular reason, or will only be terminated through some particular process or procedure above, beyond, or in addition to such due process as may be required by Federal or State constitutional and statutory requirements.

4. I understand and agree that no one at Santa Clara City has authority to offer me employment on terms different from what is stated in this manual, and I understand and agree that no one in the City is authorized to promise in the future that the terms of my employment will be different from what is stated in this manual.

_____	_____	_____
Signature of Employee	Printed Name of Employee	Date

SANTA CLARA CITY

HOLD HARMLESS AGREEMENT
(FOR INDEPENDENT CONTRACTORS)

1. Whereas [Company Name] desires to enter into a contact with Santa Clara City, and in consideration of Santa Clara City=s willingness to contract with [Company Name], the compensation set forth below and other good and valuable consideration, I [Company Representative=s Name], as the duly authorized agent of [Company Name] herewith agree to indemnify and hold Santa Clara City, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of City or its officers, officials, agents, or employees, or any person or persons.

2. I further agree and bind [Company Name] to conduct and be financially responsible for any and all environmental testing and cleanup measures required by any state or federal law or regulatory agency in connection with the use of said property.

3. I acknowledge that I have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Hold Harmless/ Release of Liability Agreement.

4. I understand and agree that, by signing this Hold Harmless *I* Release of Liability Agreement, I relinquish all rights or claims to adjudication or recourse which I may be entitled to in relation to any damages or injury that may arise out of the above-described activities.

5. I warrant that I enter into this agreement with full knowledge of the meaning and future effect of the promises, releases, and waivers contained herein.

6. I warrant that I have entered into the releases and waivers contained in the agreement voluntarily and that I make them without any duress or undue influence of any nature by any person.

7. I agree to assume all risk, chance or hazard that any loss sustained by me may be greater or more extensive than is known, anticipated or expected.

_____	_____	_____
Contractors Signature	Printed Name of Contractor	Date

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen

CITY OF
SANTA CLARA
FOUNDED 1854

City Council
Denny Drake
Leina Mathis
Ben Shakespeare
Jarett Waite
Christa Hinton

CITY COUNCIL

Meeting Date: December 7, 2022 **Agenda Item:** 2

Applicant: Dustin Mouritsen **Requested by:** Dustin Mouritsen

Subject: Vineyard Drive

Phase 1

Description:
Consider approving the Vineyard Drive Phase 1 construction drawings, cost estimates and timeline.

Recommendation: Discussion **Attachments:**

Cost: 0

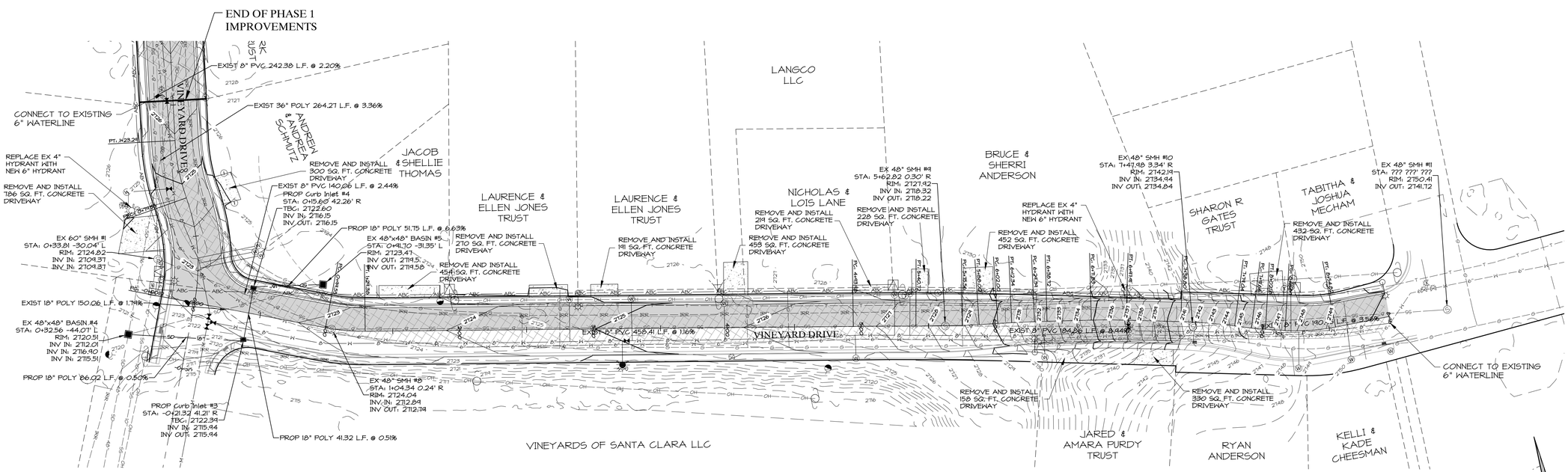
Legal Approval: N/A

Finance Approval: Yes

Budget Approval: Yes

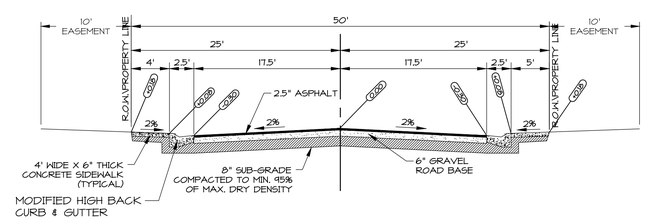
2603 Santa Clara Drive, Santa Clara, Utah 84765

Phone (435) 673-6712 Fax (435) 628-7338



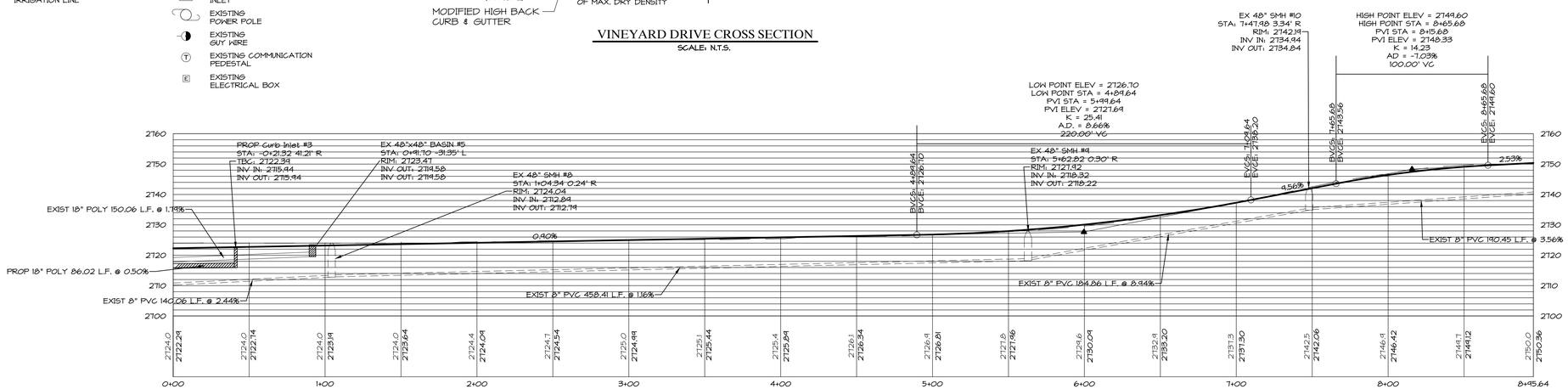
UTILITY LEGEND

- EXISTING WATER LINE (SIZE INDICATED ON PLAN)
- EXISTING SEWER LINE (SIZE INDICATED ON PLAN)
- EXISTING STORM DRAIN LINE (SIZE INDICATED ON PLAN)
- EXISTING OVERHEAD POWER
- EXISTING COMMUNICATION LINE
- EXISTING GAS LINE
- EXISTING IRRIGATION LINE
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING IRRIGATION VALVE
- EXISTING IRRIGATION METER
- EXISTING SEWER MANHOLE
- EXISTING CURB INLET
- EXISTING POWER POLE
- EXISTING GUY WIRE
- EXISTING COMMUNICATION PEDESTAL
- EXISTING ELECTRICAL BOX



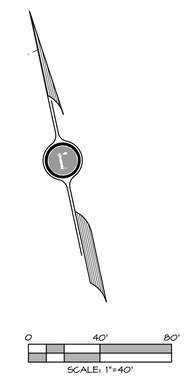
VINEYARD DRIVE CROSS SECTION

SCALE: N.T.S.



VINEYARD DRIVE

HORIZ. SCALE = 1" = 40'
VER. SCALE = 1" = 20'



DATE:	11/30/22
JOB NO.:	12454-21-001
DESIGNED BY:	AMH
CHECKED BY:	JAB
DWG:	Const Dwgs

DATE | REVISIONS

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

PLAN/PROFILE - VINEYARD DRIVE EAST
FOR
VINEYARD DRIVE S.I.D. IMPROVEMENTS
SANTA CLARA
UTAH

SHEET
1.0
1 OF 1 SHEETS

Rosenberg Associates
352 East Riverside Drive, Suite A-2
St. George, Utah 84790

PROJECT	12454-21-001
PREPARED	Allen Hall
DATE	November 30, 2022

Opinion of Probable Construction Costs

Vineyard Drive Phase 1 S.I.D. Improvements

Santa Clara, Utah

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Mobilization	Lump	1	$17,368.00	$17,368.00
2	Traffic Control & SWPPP	Lump	1	$10,000.00	$10,000.00
3	Earthwork	Cy	802	$6.00	$4,812.00
4	Mill Existing Asphalt	Sq Ft	26,307	$0.15	$3,946.05
5	Remove and Dispose Existing Concrete	Sq Ft	4,273	$3.00	$12,819.00
6	2.5" Hot Asphalt Mix	Sq Ft	21,872	$1.93	$42,212.96
7	Type II Roadbase (6" Thickness)	Sq Ft	21,872	$1.00	$21,872.00
8	30" Curb & Gutter	L.F.	1,257	$18.00	$22,626.00
9	4' Sidewalk	Sq Ft	5,028	$6.00	$30,168.00
10	4" Thick Concrete Driveway	Sq Ft	4,273	$6.00	$25,638.00
11	Connect to Existing 6" Class 200 Waterline	Each	2	$500.00	$1,000.00
12	8" C-900 PVC Water Line	L.F.	1,055	$40.00	$42,200.00
13	8" x 8" Tee	Each	1	$1,000.00	$1,000.00
14	8" Bends	Each	8	$500.00	$4,000.00
15	8" Gate Valves	Each	5	$2,406.00	$12,030.00
16	6" Fire Hydrant	Each	3	$4,879.00	$14,637.00
17	3/4" Water Services	Each	14	$2,000.00	$28,000.00
18	18" Poly Storm Drain	L.F.	179	$60.00	$10,740.00
19	Single Curb Inlet Catch Basin	Each	6	$4,122.00	$24,732.00
20	Power Trench and Services	L.F.	843	$55.97	$47,182.71
21	Street Signs	Each	6	$425.00	$2,550.00
				Total Estimated Project Cost	***$347,353.72***
				Engineering	$32,998.57
				10% Contingency	$34,735.37
				Total Estimated Project Cost	***$415,087.66***

*The user of this opinion of cost understands that **Rosenberg Associates** has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing; and the opinions of probable construction costs are made on the basis of professional judgment and experience. **Rosenberg Associates** makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the above.*

Rosenberg Associates
352 East Riverside Drive, Suite A-2
St. George, Utah 84790

PROJECT	8219-22-021
PREPARED	Emmitt Younger
DATE	November 29, 2022

Engineer's Estimate - Public Improvements

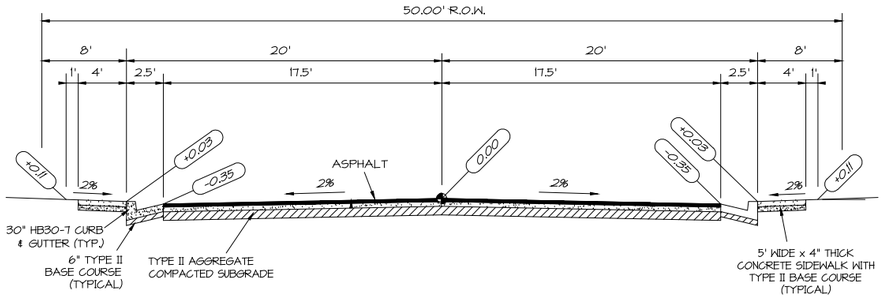
Vineyards Drive

Santa Clara, Utah

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	2.5" Hot Asphalt Mix	Sq Ft	2,990	$1.75	$5,232.50
2	Type II Roadbase (6")	Sq Ft	2,990	$1.00	$2,990.00
3	RU30 Curb & Gutter	L.F.	363	$20.00	$7,260.00
4	4' Sidewalk	Sq Ft	1,455	$6.00	$8,730.00
6	Remove & Replace Concrete Driveway	Sq Ft	1,747	$10.00	$17,470.00
7	1' Sawcut Asphalt	L.F.	360	$5.00	$1,800.00
6	Remove Concrete Driveway	Sq Ft	257	$10.00	$2,570.00
18	Single Curb Inlet Catch Basin	Each	1	$4,122.00	$4,122.00
20	15" Poly Storm Drain Pipe	L.F.	0	$40.00	$0.00
				Total Estimated Public Improvements Cost	**$50,174.50**

*The user of this opinion of cost understands that **Rosenberg Associates** has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing; and the opinions of probable construction costs are made on the basis of professional judgment and experience. **Rosenberg Associates** makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the above.*

VINEYARD PUBLIC IMPROVEMENTS

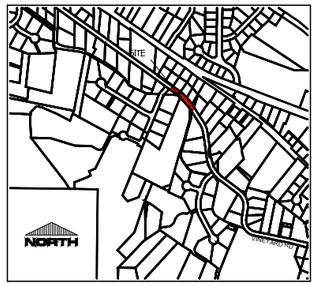


TYPICAL 50' R.O.W.

SCALE: NONE

0 30' 60'

SCALE: 1"=30'



VICINITY MAP

SCALE: NONE

Santa Clara, UTAH

LEGEND

- PROPOSED TBC
- PROPOSED SIDEWALK
- RIGHT OF WAY
- ROADWAY CENTERLINE
- PLANNED IMPROVEMENTS
- EXISTING ASPHALT
- PROPOSED ASPHALT
- PLANNED CONCRETE
- PROPOSED CONCRETE
- CUT/ REMOVE

PROJECT ENGINEER

ROSENBERG ASSOCIATES
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UT 84790

CONTACT: JARED BATES
(435) 673-8586

811

Know what's below. Call before you dig.

NOTICE:
EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

DATE:	11-24-22
JOB NO.:	8461-22-006
DESIGNED BY:	ETY
CHECKED BY:	JAB
DWG:	PUBLIC IMPRO.

REVISIONS

DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 EAST RIVERSIDE DRIVE, SUITE A-2 ST. GEORGE, UTAH 84790
PH (435) 673-8586, FX (435) 673-8397
WWW.RACIVIL.COM

PUBLIC IMPROVEMENTS FOR VINEYARD RD
SANTA CLARA UTAH