



HIGHLAND CITY COUNCIL AGENDA

TUESDAY, AUGUST 20, 2024

Highland City Council Chambers, 5400 West Civic Center Drive, Highland Utah 84003

VIRTUAL PARTICIPATION

YouTube Live: <http://bit.ly/HC-youtube>

Email comments prior to meeting: council@highlandcity.org

7:00 PM REGULAR SESSION

Call to Order: Mayor Kurt Ostler

Invocation: Council Member Scott L. Smith

Pledge of Allegiance: Council Member Ron Campbell

1. UNSCHEDULED PUBLIC APPEARANCES

Please limit comments to three minutes per person. Please state your name.

2. CONSENT ITEMS

Items on the consent agenda are of a routine nature. They are intended to be acted upon in one motion. Items on the consent agenda may be pulled for separate consideration.

- a. **Approval of Meeting Minutes General City Management**
Stephannie Cottle, City Recorder
June 11, 2024 - Site Tour
- b. **Approval of Meeting Minutes General City Management**
Stephannie Cottle, City Recorder
July 16, 2024
- c. **Amended Reimbursement Agreement for Millhaven Development (Pressure Reducing Valve and Canterbury Trail Connection) General City Management**
Jeff Murdoch, Assistant Public Works Director
The City Council will consider approving an amended contract with Millhaven Development LLC to reimburse them for the increased cost of installing a Pressure Reducing Valve (PRV) and the Canterbury trail connection.

3. ACTION ITEMS

- a. **ACTION: Alpine Highway Fence - Program Terms and Fence Material and Contractor General City Management**
Rob Patterson, City Attorney/Planning & Zoning Administrator
The City Council will consider modifying the approved Alpine Highway Fence Reimbursement Program related to program terms and approved fence material and contractor.

b. ACTION: 6400 West Culinary Pipe Connection *General City Management*

Jeff Murdoch, Assistant Public Works Director

The City Council will consider approving a contract with Skip Dunn & Sons Excavation connecting a 10' Culinary water main in 6400 West that is necessary for proper looping and system connectivity.

4. EXPEDITED ITEMS

Items in this section are to be acted upon by City Council. These items have been brought before Council previously. The report and presentation may be abbreviated.

a. ORDINANCE: Fencing Setbacks for Double-Fronted Lots *Land Use (Legislative)*

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will consider amending the City's fencing regulations related to double-fronted lots.

5. DISCUSSION ITEMS

Items in this section are for discussion and direction to staff only. No final action will be taken.

a. Verizon Cell Tower Lease *General City Management*

Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will discuss the potential to lease property within Mitchell Hollow Park to Verizon for a new cell tower.

b. Personnel Policies Update - Administrative Comp Leave & City Property When An Employee Leaves Employment *General City Management*

Erin Wells, City Administrator

The City Council will consider recommended edits and clarifications to the City Personnel Policies related to Administrative comp leave and how the City is allowed to charge for City property an employee retains when they leave employment.

6. COMMUNICATION ITEMS

Communication items will be informational only. No final action will be taken.

a. Naming of the New Park *Kurt Ostler, Mayor, Erin Wells, City Administrator*

b. Sign Code Staff Enforcement Practice *Jay Baughman, Assistant City Administrator/Community Development Director*

c. Council Policies and Procedures & Annual Conflict of Interest Statements *Erin Wells, City Administrator*

d. Community Development Update *Jay Baughman, Assistant City Administrator/Community Development Director, Rob Patterson, City Attorney/Planning & Zoning Administrator*

7. CLOSED MEETING

The City Council may recess to convene in a closed meeting to discuss items, as provided by Utah Code Annotated §52-4-205.

ADJOURNMENT

In accordance with Americans with Disabilities Act, Highland City will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at (801) 772-4505 at least three days in advance of the meeting.

ELECTRONIC PARTICIPATION

Members of the City Council may participate electronically during this meeting.

CERTIFICATE OF POSTING

I, Stephannie Cottle, the duly appointed City Recorder, certify that the foregoing agenda was posted at the principal office of the public body, on the Utah State website (<http://pmn.utah.gov>), and on Highland City’s website (www.highlandcity.org).

Please note the order of agenda items are subject to change in order to accommodate the needs of the City Council, staff and the public.

Posted and dated this agenda on the 15th day of August, 2024.

Stephannie Cottle, CMC, City Recorder

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS.



HIGHLAND CITY COUNCIL MINUTES

Tuesday, June 11, 2024

Waiting Formal Approval

6:00 PM SITE TOUR

The site tour was posted on the Utah State Public Meeting Website at least 24 hours prior to the tour.

COUNCIL MEMBERS:

Mayor Kurt Ostler	Present
Brittney P. Bills	Present
Ron Campbell	Present
Doug Cortney	Present
Kim Rodela	Present
Scott L. Smith	Present

CITY STAFF PRESENT: City Administrator Erin Wells, Assistant City Administrator/Community Development Director Jay Baughman, City Attorney/Planning & Zoning Administrator Rob Patterson, City Engineer/Public Works Director Andy Spencer

The City Council attended a site tour at the following locations:

Spring Creek: 9900 North Mountain View Drive
Freedom Elementary trail: 10363 N 6680 W
New Canterbury Trail: 6580 W Avery Ave

At the above-listed locations the Council and staff observed different fence styles, placement of fences, and discussed potential changes in fencing regulations.

The Council then travelled to Mountain Ridge Park located at 5691 W 10400 N. The Council and staff discussed site conditions and current and additional amenities for the park.

The site tour ended at 8:30 pm.

I, Stephannie Cottle, City Recorder of Highland City, hereby certify that the foregoing minutes represent the approved minutes of the tour held on June 11, 2024. This document constitutes the official minutes for the Highland City Council site tour.

Stephannie Cottle, CMC
City Recorder



HIGHLAND CITY COUNCIL MINUTES

Tuesday, July 16, 2024

Waiting Formal Approval

Highland City Council Chambers, 5400 West Civic Center Drive, Highland Utah 84003

7:00 PM REGULAR SESSION

Call to Order: Mayor Kurt Ostler

Invocation: Council Member Kim Rodela

Pledge of Allegiance: Council Member Doug Cortney

The meeting was called to order by Mayor Kurt Ostler as a regular session at 7:02 pm. The meeting agenda was posted on the Utah State Public Meeting Website at least 24 hours prior to the meeting. The prayer was offered by Council Member Ron Campbell and those in attendance were led in the Pledge of Allegiance by Council Member Doug Cortney.

PRESIDING: Mayor Kurt Ostler

COUNCIL MEMBERS:

Brittney P. Bills	Present
Ron Campbell	Present
Doug Cortney	Present
Kim Rodela	Present (arrived at 7:10 pm)
Scott L. Smith	Present

CITY STAFF PRESENT: City Administrator Erin Wells, Assistant City Administrator/Community Development Director Jay Baughman, City Attorney/Planning & Zoning Administrator Rob Patterson, Deputy City Recorder Heather White, Finance Director David Mortensen, City Engineer/Public Works Director Andy Spencer, Fire Chief Brian Patten, Communications Specialist Brooklyn Wild

OTHERS PRESENT: Jon Hart, Lewis Gunter, Paula Forbes, Ron Armstrong, David Lamb, Wesley Warren, Liz Rice, Amy Tams, Bryan Irving, Cindy Hansen, April Slade, Megan Slade, Greg Slade, Pam Muir, Angelo & Tracy, Barb Lamb, Amber Bonner, Ambrey Gordon, Glen Judd, Emron Shoots, Kevin Tams, Lewis Gunter

1. UNSCHEDULED PUBLIC APPEARANCES

Please limit comments to three minutes per person. Please state your name.

Bryan Irving stated he owns property on 11100 North, and he is seeking a City Code amendment that would allow his employees to park their personal cars at the property, where they then use a business vehicle for their job. He stated that this application will be submitted to the City Council at their next meeting, and he simply wanted to introduce the item to the Council for their consideration. He provided the Mayor and Council with a packet of information explaining his request.

Paula Forbes stated her comments relate to the proposal to split the Alpine School District (ASD). She moved to the area from another State 30 years ago and she has noticed instances where the older population did not want to vote to support things that would help the younger population. She later became a teacher in the ASD and is now retired after teaching for 25 years; her grandchildren attend schools in the ASD, and she has followed this issue closely and the number one recommendation from the consultants hired by the ASD is that the District remain in-tact because it is 'stronger together' and resources can be pooled to provide adequate support for programming District-wide. The second option, a two-way split, was the next best option in terms of economics for taxpayers. However, she does not believe the three-way split will be good for the cities that it will impact, and she encouraged the Council to consider opportunities for changing legislation to include the two-way split as an option for residents to vote on this November.

Council Member Kim Rodela arrived at the meeting at 7:10 p.m.

Lewis Gunter stated he lives in the Canterbury South neighborhood, and he is interested in traffic calming matters in the City. He stated Canal Boulevard is very useful for his family, but he has never understood why it is a 30 mile per hour road and he is concerned about the installation of speed bumps. The road is incredibly wide, one of the widest in Highland, with a 12-foot lane, 13-foot shoulder, and 7-foot space between the road and sidewalk. He compared this to Highway 92, which has a 10-foot shoulder and 5-foot park strip, but the speed limit is 45 to 50 miles per hour. The next comparable road is Alpine Highway, with a 22-foot space between cars and sidewalks, but also includes a 12-foot bike lane. He stated the speed bumps on Canterbury South are problematic given that the speed limit is already very low, and the road is very wide. The use of the speed bumps will essentially waste 3,300 human hours every year. He noted that his family often finds another route to avoid the speed bumps, which defeats the purpose of what is a great through-street for people in the area. He asked the Council to consider removing the speed bumps and to use a speed study known as the 85th percentile speed study; this is best practice for setting speed limits for roads that are safe.

David Lamb stated he is a resident on Canal Boulevard and for years this road has been an issue, and it has never been adequately addressed. The City's own Master Plan clearly states that the road was mis-designed and is dangerous. There are sidewalk problems because they are not continuous along the entire canal. Those living close to or on the road have made observations about the speed on the road; people are driving between 50 and 80 miles per hour, and this is very dangerous. He is not concerned about reducing the speed to 40, but anything above 50 is not appropriate. He stated that there have been six to eight accidents on the road that have resulted in cars ending up in residential yards; this is unheard of in other neighborhoods in the state. He stated past City Councils have studied this issue and have made promises to residents; the sidewalk is not complete, and the area is dangerous. Tests and surveys of the area that have been done by City staff to date is disingenuous and manipulative. This issue must be reconsidered, or an alternate speed mitigation program must be proposed.

Wesley Warren addressed the topic of splitting the Alpine School District (ASD); he recently had a chance to talk to someone who oversaw the Jordan School District split in recent years and he discussed things that he wished he had known when he was going through that process. One of those things is constant and clear communication and transparency with all parties involved, especially residents and teachers. There were a lot of concerns from teachers about how the split will impact them; there were many concerns from parents as well and the individual involved in the Jordan split wished that he would have improved his communication with those groups to mitigate a lot of the fear and uncertainty involved with the split. He also noted that after the split, there was a large legal cost that had to be split between the new districts and there could have been things done to avoid these costs. He encouraged the Highland City Council, and the legislative bodies of the other cities involved to be transparent and open in their communication with their constituents and with the staff of the schools that will be impacted by a potential split.

Mayor Ostler said a public hearing regarding the school district split will be held later during tonight's meeting.

Greg Slade stated he wished to follow up on the Council's action during the July 2 meeting regarding the ninja course at Mountain Ridge Park. He found notes that he took during a meeting in September of 2021 where the Council Members talked about a small area on the west side of the park with skateboard-type amenities, and perhaps use of a three-acre area on the west side of park for additional parking. Anything that would generate noise, would be moved to the east side of the park to keep it away from the adjacent neighborhood and houses. He stated that in hindsight, the ninja park seems to have appeared sometime after 2022, but disappeared from the plans that were visible to residents. The residents never felt they had a proper opportunity to address the ninja course; the discussion and decision were rushed, and he again asked that the City pause work on the park in order to employ a professional park planner to help staff and the Council make data driven decisions.

Barb Lamb stated she is tired of the lip service residents have gotten from the Council over a number of years. She is grateful for the speed bumps on Canal Boulevard, but she does not think it is fair for the City to get input from people regarding the speed bumps at this point. The people who are providing input do not live there and have not seen the carnage from accidents that have occurred on the road as a result of drag racing and unsafe trail crossings on the roads. Animals have been killed and people have been injured; many children have nearly been hit. She asked if the Council is going to do something to stop the unsafe conditions that have been a problem for a long time. She does not want to watch someone die. The trail is crossing one of the biggest roads in the City and the crossing is in a very dangerous place near a curve with limited sight distance. She lives on the road and has seen the impact the speed bumps have had; they have made a positive difference, and a permanent solution should be implemented. This matters to the people who live on the street, whose lives and property are in danger.

2. CONSENT ITEMS

Items on the consent agenda are of a routine nature. They are intended to be acted upon in one motion. Items on the consent agenda may be pulled for separate consideration.

- a. **Approval of Meeting Minutes** *General City Management* *Stephannie Cottle, City Recorder*
June 4, 2024
- b. **ORDINANCE: Officer Residency Amendment** *Municipal Code Update (Legislative)* *Rob Patterson, City Attorney*
The City Council will consider repealing two provisions of the municipal code that require appointed City officers to reside within Highland.
- c. **Interim City Engineer Appointment** *General City Management* *Kurt Ostler, Mayor*
The City Council will consider consenting to the appointment of Tavis Timothy as the interim City Engineer until a full-time City Engineer is appointed.

Council Member Smith asked to pull item 2b from the consent agenda.

Council Member Cortney MOVED that the City Council approve consent item 2a, the meeting minutes from June 4, 2024, and item 2c, Interim City Engineer Appointment.

Council Member Rodela SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>

<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion carried 5:0

Council Member Smith referenced agenda item 2b; he acknowledged that none of the City's current officers live in Highland, but he has been approached by residents who believe that officers should live in the City. In the future, as the City is interviewing potential employees, he would like for there to be some encouragement for them to live in Highland City. He stated there is a feeling in the community that Highland is being run by people who do not live here and that could be problematic.

Mayor Ostler stated that in the past, there was a requirement for some officials to live in or move to Highland within 60 days of their appointment. It would be nice for senior officers to live in the City, but the higher property values have kept them from relocating here.

Council Member Campbell stated that requiring officers to live in Highland restricts the City's ability to hire the best person for the job. Council Member Smith agreed; he supports removing the residency requirement but would like officers to be encouraged to live in the City.

Council Member Doug Cortney MOVED that the City Council adopt and approve the proposed ordinance repealing appointed City Officer residency requirements.

Council Member Rodela SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion carried 5:0

3. ACTION ITEMS

- a. **PUBLIC HEARING: School District Public Hearing** *General City Management*
Brittney Bills, Council Member, Rob Patterson, City Attorney/Planning & Zoning Administrator
The City Council will conduct a public hearing regarding the proposal to create a "central" school district (Alpine, American Fork, Cedar Hills, Draper, Highland, Lehi) from Alpine School District.

Council Member Bills emphasized that no decisions regarding the creation of a Central School District have been made; tonight is an opportunity for additional public input and none of the information that will be presented tonight is an indictment of Alpine School District. She then used the aid of a PowerPoint presentation to introduce the item; Central School District (CSD) is the temporary name for a potential new school district in northern Utah County. If voters approve a ballot initiative in November, a future school board will decide the permanent name of the school district. The initiative is being coordinated via an interlocal agreement between Alpine, American Fork, Cedar Hills, Draper (the portion that is in Utah County), Highland, and Lehi. There is another interlocal agreement for cities in western Utah County – Eagle Mountain, Saratoga Springs, Fairfield, and Cedar Fort to potentially create a new district from the Alpine School District, but that action is independent of the action to which Highland City is a party. The cities within the potential new CSD boundaries conducted

a feasibility study to assess the financial impacts of a new district. The study analyzed enrollment and taxable value, the general fund, capital projects fund, and debt service fund of the District, and taxes. The assumptions made to complete the study include the following:

- The final tax impact would depend on decisions of a potential future school board.
- The Central School District has a slightly higher taxable value per student compared to the existing Alpine School District.
- Future taxable values will be influenced by actual growth, future development, and property tax changes.
- Future property tax revenues could be impacted by the potential establishment of redevelopment areas.

The study analyzed two scenarios to forecast the expenditures and revenue of the potential CSD. The first scenario used the percentage increase in student enrollment and the second scenario used the percentage of facilities costs. The findings of the study were that the CSD is a viable alternative and property owners could experience less of a future tax burden if they separated from the ASD.

Council Member Bills then presented graphics illustrating the timeline and public process pertaining to the initiative, after which she concluded by emphasizing that administrative decisions regarding funding and financing, educational programs, personnel benefits and compensation, facilities operations and maintenance, etc. would be made by a future school board elected directly by voters in the six CSD cities. No commitments will be made at this time regarding these future board decisions.

Council Member Smith stated that if the ASD is broken into two or three smaller districts, it seems there would be greater representation for each community. Council Member Bills stated that is correct; if the district were to be broken into three districts, there would be three School Boards that represent the communities that are part of the new districts. She added that if one of the two new district initiatives passes this year, the ASD will cease to exist and will need to be recreated or reorganized. Mayor Ostler stated that is correct; he summarized discussions that have been taking place at the State level regarding the legislation that gives cities the opportunity to put an initiative on the ballot regarding school district reorganization.

Council Member Bills stated one of the questions she is asked most frequently is why it is not possible for the current ASD to stay intact and for the issues that have led to this situation to be worked out. She stated that is not really an option any longer because the western cities have also chosen to consider the creation of a new District. Highland and the cities that are considering creation of the CSD would not have the ability to tell the western Utah County cities to stop their process. She added she has heard comments that the two-district split is no longer an option, but she does not believe that is correct because if either the west or north interlocal agreements were to fail, the other could proceed and a second district would be created.

Council Member Campbell stated it seems to be pretty well established that the initiative in western Utah County will pass and Highland needs to decide if it wants to remain with the area to be reorganized as the Alpine School District or to be part of the creation of the third district. He asked that residents consider that fact when they decide how they will vote on this matter if it is added to the upcoming election ballot in November.

Mayor Kurt Ostler opened the public hearing at 7:48 p.m.

Emrin Shoots stated she taught school in the Alpine, Murray, and Nebo School Districts; there is a new bill adopted in the last few years that provides an opportunity to increase the number of school board representatives from seven to nine. This is another way to increase representation for residents in a school district. She has taught for a large and small school district and there is a reason she has spent most of her time in the large school district and this is because 'big ships float the best when the waters are rocky'. She taught in the Murray School District during the recession, and it was a very difficult time; teachers received pay cuts while Alpine School District's compensation remained fairly stable. She also has a good understanding of licensing of software and if the ASD splits, the costs for electronic support service will increase. She agreed there is a good chance that

the west cities will split from the ASD, and she believes this will actually benefit the cities left in the ASD. There will be very moderate student growth and a strong tax base. However, if the second split is made and the CSD is created, the costs will only increase. The ASD has the infrastructure to split two ways within minimal impact to infrastructure; a third split will require new building that has not been planned for and included in the study of the matter. The costs to the taxpayers will be significantly more than what they are now. She encouraged the City to wait to see the outcome of the split in the west before deciding whether to proceed with the creation of the CSD. If the ASD is split into three districts, it will hurt the kids in the District.

Kevin Tams stated that he supports and loves the teachers in the ASD, and he wished more could be done to express that support. He stated he is eager to do the right thing and he feels the community is currently in a good position. Greater representation is always a benefit. The facilities in the community are fairly old, with Lone Peak High School having the oldest gymnasium in the District. He is excited about the split, but he does believe it will cost the taxpayers more money. He thinks it is the right time to proceed, but he advised the City's leaders to be prepared for tax increases that will come as a result.

Amber Bonner stated she lives in Cedar Hills, and she was the school board representative for this area two years ago. When she was on the Board in 2021, there was a lot of study about a school board split and the consequences of such. She offered to share information she has from those discussions, which included consideration of bonding needs in different areas of the District. She has seen significant division among the Board regarding the needs and wants of different areas of the District and because of that, she is supportive of the three-way split. She feels this area is best suited to stay with Lehi because the students in this area have the same needs. She noted ASD is an amazing District with wonderful staff and she does not want them to feel undervalued, but the division on the Board is impacting students and parents. She noted that if the split receives voter support in November, there will be a three-year period during which the Board will be elected, and decisions will be made regarding infrastructure and staffing. This will ensure sufficient time for staff of the current ASD to understand the implications of the split.

Paula Forbes asked what has happened with the taxes in Canyons School District.

Ambrey Gordon stated she had the unique opportunity to be present of the Parent Teachers Association (PTA) at West Field Elementary last year; even though the school is located in Alpine, half of the students come from Highland. She encountered a lot of problems with the ASD because of its size. There is inadequate representation for this area of the District and resources have been cut for this area. She stated that the CSD will not be a small district, but local representation will be increased, and tax dollars can be spent in the community they are generated in. The split will make it possible to increase service to students and parents.

Glen Judd stated he is from Alpine, and he noted that the ASD has made it clear that they want to shut down programs and services at schools in this area and that is a direct result of the lack of adequate representation for this area of the District. He is in favor of a split for that reason.

Mayor Kurt Ostler closed the public hearing at 8:02 p.m.

Mayor Ostler then addressed Ms. Forbes question regarding Canyons School District; it his understanding that the creation of that District was not amicable and that could have led to the new legislation in the State that governs district splits or reorganization. He stated that a feasibility study regarding the split has been conducted and the findings indicated the amount of financial liability the new districts would assume if they separate from ASD. He stated when the different cities have met together to discuss the potential splits, there has been discussion about trying to have four high schools per district. If the CSD is split, it is estimated to have about 35,000 students.

Council Member Bills stated that it is her understanding that one school board member in the ASD currently

represents more people than the state representative for Highland does. She reiterated that the legislation that has been enacted since the Jordan School District split, which led to the creation of the Canyon's School District, will help to address many of the issues that occurred in that process. She added that most important to her is that all of the people involved in discussions about the school district split care deeply about students. She encouraged everyone to read the study documents regarding the possible split and make their own decisions based upon the factual information that has been presented.

b. PUBLIC HEARING: Urban Deer Program *General City*

Management Stephannie Cottle, City Recorder

The City Council will hold a public hearing and consider the continuation of an Urban Deer Program within Highland City limits.

City Administrator Wells explained Highland City has facilitated an Urban Deer Program since 2013. The intent of the program was two-fold: first, to decrease the number of deer on the roads; and second, to assist residents with deer who are destroying expensive landscaping. She presented charts showing data on the number of deer harvested (reported by our contractor) and the number of deer on the road (reported by the Department of Wildlife Resources (DWR)).

While data has not shown conclusively that this program is mitigating deer on City roads, it has been a benefit to several residents who have concerns about deer in their yards. In previous years, the City has contracted with Brian Cook (Humphries Archery) to administer this program. Deer have been harvested primarily by archers, with an average of 18 deer/year being harvested over the last 4 years. Last year, Mr. Cook notified the City that he would no longer be able to continue the program. Staff reached out to the DWR for recommendations and found other cities which have Urban Deer Programs are primarily run by the Public Works Department. Highland City Public Works staff is willing to take on this program, as a complaint-based program only. Residents will be required to call in and request the removal of deer on their property. The resident will need to sign a liability waiver form prior to any removal. Deer will be harvested using the trap and euthanize method. No archery will be used in the removal of deer. Deer removal will only be allowed from August 1 to October 15 each year and can be harvested throughout all of Highland city boundaries. Highland City is required to maintain a Certificate of Registration (COR) through DWR in order to continue with the program; the current COR expires this year and needs to be re-instated if the Council chooses to proceed with this program.

Mayor Kurt Ostler opened the public hearing at 8:09 p.m.

There were no public comments.

Mayor Kurt Ostler closed the public hearing at 8:09 p.m.

Council Member Smith addressed population growth along the Wasatch Front and highlighted the increase of deer in City parks and in residential properties causing damage to gardens and landscaping. He voted in support of the urban deer program in the past and supports the continuation of the program in order to maintain the balance of the deer population in residential areas of the community.

Council Member Smith MOVED that the City Council approve the continuation of the Urban Deer Program for Highland City, authorize the City Recorder to submit the Certificate of Registration with the Utah Division of Wildlife Resources, and direct the City Administrator to implement the program through the City Public Works Department per the parameters detailed in the staff report and the Urban Deer Program Plan.

Council Member Campbell SECONDED the motion.

The vote was recorded as follows:

Council Member Brittney P. Bills	Yes
Council Member Ron Campbell	Yes
Council Member Doug Cortney	Yes
Council Member Kim Rodela	Yes
Council Member Scott L. Smith	Yes

The motion carried 5:0

c. ACTION: Canal Blvd Speed Tables General City
Management Andy Spencer, City Engineer/Public Works
Director

The City Council will evaluate the findings of studies associated with the temporary speed tables on Canal Boulevard and provide direction to the staff regarding the speed tables.

City Engineer/Public Works Director Spencer stated previously, the Council funded and adopted a traffic calming and pedestrian safety manual and program. On August 1, 2023, the Council approved the purchase of temporary speed tables to allow neighborhoods and those driving through prospective locations to experience the speed tables before permanent installations are considered. These temporary speed tables also allow the City to measure speed and determine if the speed tables have been effective. The portion of Canal Boulevard that was evaluated for effectiveness and citizen acceptance of speed tables is between Alpine Highway and 6000 West. On April 23, 2024, a temporary speed table and associated warning signs were installed on the west portion of Canal Boulevard as directed by the Council. In mid-May, the second temporary speed table was installed on the eastern portion of the roadway. Shortly thereafter, the City placed signs soliciting citizen feedback on the speed tables via a survey available on the City website. The City had over 1,800 respondents to the speed table survey; approximately 85 percent of respondents that participated in the survey preferred the removal of the speed tables. In July 2024, the City studied the effect of the speed tables on the corridor. The primary questions the speed study was seeking to answer are:

1. What speed do drivers return to between the speed tables, is that speed lower than the speeds measured before the speed table implementation?

Answer: The highest average and 85th percentile speed reduction between the speed tables is 4 mph.

2. Did the speed tables reduce peak speeding?

Answer: Yes, it appears that the speed tables discouraged those that were driving at faster speeds (10 mph or more above posted limit).

The collected data in July was only for a week; to have fully conclusive results, the speed counters could be placed again on site and left for several weeks, including once Lone Peak High School is back in session to fully measure all likely users of Canal Boulevard. The City did receive comments from citizens that drivers were avoiding Canal Boulevard and choosing other adjacent routes to avoid the speed tables. This data is difficult to determine to evaluate the claims as the primary alternate route is 10400 North, on which also opened Mountain Ridge Park recently, so traffic count data would not be able to determine the effect of the speed tables on 10400 North. While the staff acknowledges that the speed tables did have a positive effect on the speed mitigation, the overwhelming response from the citizens is to remove the speed tables. Collector roads serve the entire citizen base of the City; as such, it is appropriate to consider feedback from all citizens as changes to collector roads impact most drivers in the City. It appears more appropriate on Canal Boulevard to implement traffic calming measures that achieve similar reductions in speed without causing negative citizen feedback. It is suggested that the City next investigate using a series of temporary islands (center and side) to narrow travel ways and reduce speeds.

Mr. Spencer concluded that based upon the citizens' feedback from the survey and generally accepted traffic control principles regarding different types and uses of roadways, staff recommends that the City removes the

speed tables on Canal Boulevard and address traffic calming through other means as identified in the City Traffic Calming and Pedestrian Safety manual.

Council Member Campbell asked if there are different types of speed tables for different types of scenarios. Mr. Spencer stated that most are designed to slow traffic to 20 miles per hour; some are very abrupt, while others have a greater slope. This led to discussion and debate among the Council regarding conditions on this section of Canal Boulevard, the intent of the adopted traffic calming toolbox, and the other areas of the City where the placement of the speed tables would be more appropriate.

Council Member Smith stated that tonight is the last meeting that Mr. Spencer will be attending in his capacity as City Engineer/Public Works Director; he thanked Mr. Spencer for his service and his efforts to listen to and support residents throughout the community. A lot of great things have been done in the City due to Mr. Spencer's efforts. He discussed the benefits to the community due to the Canal Boulevard project and associated improvements. He noted the fact that 85 percent of residents who responded to the survey hate the speed tables, means they are successful in doing their job. The installation of the speed tables was an attempt to address concerns about westbound traffic traveling at high rates of speed. He stated he feels more research is needed and he does not mind complaints about people being required to slow down in a residential neighborhood. He noted there were a lot of complaints about speeds west of 6000 West and it may have been more appropriate to locate one of the speed tables in that area rather than both of them moved in a shorter section of the road. Mr. Spencer stated that the placement of speed tables close together other helps to provide a truer representation of the impact of permanent tables; this section of the road may actually have three tables if the decision is made to install them permanently. He stated, however, that he could move them to another area of the road if the Council would like for that to happen.

Council Member Campbell stated that Canal Boulevard was designed as a major collector for a reason; placement of the speed tables will drive traffic from that road onto 10400 North and that seems unconscionable because it will make that road less safe. He stated he does not have enough data to make a decision tonight about whether to keep the speed tables in place or remove them. He asked for crash and citation data related to speeding on Canal Boulevard. Mr. Spencer stated that there have been major accidents on the road before the speed tables were installed, but he is not aware of any accidents since the tables were installed. Mayor Ostler stated the section of Canal Boulevard where the tables were installed is fairly wide and contributes to higher speeds. He added there are also accidents on 10400 North, and it may be that the Council needs more discussion about appropriate speed limits as well as traffic calming measures on these roads.

Council Member Rodela stated that the Council is charged with listening to the input they receive from residents; her number one goal is to consider what is best for Highland City as a whole. The goal of the traffic calming toolbox was to come up with temporary solutions that could be tested before permanent changes are made to roads in the City. She stated it is clear there is a problem on Canal Boulevard as well as on 10400 North. Council Member Smith agreed, but noted that before removing the speed tables, other changes could be made to Canal Boulevard, such as a change to the speed limits.

Council Member Cortney stated that he thinks there is a legitimate safety issue on Canal Boulevard; he visited the area after the speed tables were installed and one of the things that caused him great concern was the number of pedestrians along the north side of the street. Regardless of what is done in terms of the speed tables, he believes that other traffic calming measures could be used to protect pedestrians. He added that less intrusive speed tables are an option and are better suited for a 30 mile per hour roadway, but he is in favor of keeping the current speed tables in place until at least September in order to gather more data that can be considered before a final decision is made.

Mayor Ostler asked the Council what additional data they need before making a decision. Council Member Cortney stated that the City only has a week's worth of data, even though the speed tables have been in place

for two months. Council Member Smith stated that he would like data about the increase in traffic on 10400 North since the installation of the speed tables. Mr. Spencer stated there are other factors that could have contributed to increased volumes on 10400 North. He added that he has older information traffic counts for 10400 North, and he is unsure how to quantify the increase in traffic that would be a direct result of the speed tables.

Council Member Bills stated she is in favor of leaving the speed tables in place until a few weeks after school starts. She would also like to understand the alternatives to the current location of the speed tables as she does not think it is an option to simply remove the speed tables and not relocate them to another section of road in close proximity to the current location.

Mayor Ostler asked that staff research the factors that have contributed to traffic accidents on Canal Boulevard. There was brief discussion among the Council regarding other areas of the City for which traffic calming measures are currently being considered. Council Member Cortney stated that in the future, before installing a temporary traffic calming measure, the Council should define the data they would like to receive in order to determine if a temporary traffic calming measure should be made permanent. The entire Council agreed with this suggestion.

Council Member Cortney MOVED that the speed tables be left in place until September to allow for speeds to be measured for a longer duration with the findings being reported to the Council for further evaluation and that the speed tables not be removed until City Council approves.

Council Member Campbell SECONDED the motion.

Council Member Rodela wanted to ensure that the City staff will be looking into other traffic calming options in the event the decision is made to remove the speed tables. Mr. Spencer stated that staff would need direction to purchase any other traffic calming tools; he can direct engineering staff to bring back an alternate solution for the Council to consider at the next meeting. Mayor Ostler stated that the City will be utilizing contract engineers for engineering support in the future, and this may not be their top priority.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion carried 5:0

d. ACTION: Ridgeview Landscape and Snow Maintenance Agreement Land Use
(Legislative) Andy Spencer, City Engineer/Public Works Director

The City Council will consider entering into an agreement with the Ridgeview Development Homeowners Association for the Landscape and Snow Maintenance responsibilities.

City Engineer/Public Works Director Spencer explained that when the Ridgeview PD zoning was approved, there were general understandings and commitments relative to maintenance of landscape and snow removal. In these discussions, some of the public street frontages were included in the maintenance responsibilities of the Homeowners Association (HOA), while other public areas were intended to be maintained by the City. However, no formal agreement was signed at that time. The intent of the maintenance agreement is to formalize the understandings so that future Councils and HOA representatives understand the agreed upon maintenance

responsibilities. The Ridgeview Development began construction in 2020. Now that the development is nearing completion, as part of the housekeeping items, both the City and the developer have found the need to define the overall maintenance of landscaping and snow removal throughout the development. In a joint effort between Highland City staff and the Ridgeview development team, a maintenance agreement has been drafted defining the responsibilities of each party. As this development has a wide variety of private, public, and HOA maintained areas, this agreement will clarify the responsibilities of each party as to the maintenance of the overall development. The HOA board will need to also vote to sign the agreement; however, Boyer representatives feel strongly that they will be in agreement.

Council Member Bills asked if the agreement specifies the party that is responsible for plowing the roads, but also identifies priority order plowing. City Attorney Patterson answered yes; no preferential treatment will be given to the roads in this development.

Council Member Cortney MOVED that City Council approve the landscape and snow maintenance agreement with the Ridgeview Development and authorize the Mayor to sign the agreement, allowing for non- substantive changes the agreement and minor changes to the diagram to be worked through by the respective attorneys, and with the stipulation that the Holbrook snow clearing/plowing should be pushed to the HOA.

Council Member Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion carried 5:0

- e. **ACTION: Ridgeview Parking Restrictions near Lone Peak High School General City Management**
Andy Spencer, City Engineer/Public Works Director
The City Council will consider implementing further parking restrictions in the Ridgeview development to help address the parking concerns expressed by residents from observed overflow parking by Lone Peak High School students and patrons.

City Engineer/Public Works Director Spencer explained Highland City received a traffic-calming request in approximately mid-May 2024 from Highland residents at the north end of the Ridgeview development who were having high school students parking on the streets, blocking the frontages of houses, including, at times, blocking driveways. It was also noted by residents that sporting event parking overflow was also a problem. The initial development plans provided that “no parking” signs were to be installed on the northern portion of Dorado Way. The plans approved for Featherstone Drive provided for hour-based parking restrictions (no parking from 8AM-3PM). These signs have helped with keeping students from parking during the day on those streets but have likely directed the students to other adjacent streets like Willowstone Drive. Upon receipt of the traffic-calming request, Mayor Ostler accompanied staff to Willowstone Drive to observe traffic conditions on an average school day. In conversation with a resident, who could identify resident cars verses student cars, it was observed that approximately 15 cars were parked on the street, 3~4 of which were resident cars. A survey was sent to the 60 affected residents living near the public streets Dorado Way, Willowstone Drive, and Featherstone Drive. The City received 21 responses from residents. The residents were asked if they would prefer signs that said "No parking at all times", "No parking from 7:30-3:00" (school hours), painted parking

stalls to designate parking areas, or "No Parking without a Pass" with parking passes distributed to residents. The respondents slightly preferred parking passes, with hour-based parking restrictions as a close second alternative. In review of the potential solutions with the Lone Peak Police Department, the preferred solution is hour-based and event-based parking restrictions. The Police Department's experience with permit-based parking has been that tickets issued to those without parking permits can anger residents when the ticketed visitor is a friend or family member. As such, the hour-based and event-based solution is more predictable for residents and visitors and overall causes less frustration. Potential restriction signage could convey the message "No Parking weekdays from 7 am to 3:30 pm or during school events". Since the hour and event-based system was a close preferred second for the residents and it would be easier and more effective to implement, staff recommends utilizing that method. The existing parking restriction signs on Dorado Way and Featherstone Drive would be replaced so all parking on these streets would be in harmony with Willowstone Drive. The no parking anytime restrictions would remain in force on 10100 North. Mr. Spencer concluded staff recommends implementing parking restrictions in the Ridgeview development to address the parking problems reported by citizens from Lone Peak High School parking overflow.

Council Member Smith stated he personally does not believe students should be parking in the high-density development near the school. There is a large parking lot located on ground the City sold to the high school and it often sits empty. The reason students park on the streets around the school is because it is closer to the entrance of the school, and they are able to avoid the \$25 parking permit fee. He believes that residents who have students parking in front of their home should call the police, who should write a citation that will cost at least \$25, and that the same vehicle could be towed for repeat violations. This will be the best way to stop students from parking in the residential area.

Council discussion centered on parking regulations that can be enforced by the Police Department, as well as the consequences for violating any new regulations.

Council Member Smith MOVED that City Council direct staff to implement further hour-based, event-based parking restrictions in the Ridgeview Development to help combat the parking problems caused by Lone Peak parking overflow. The restrictions shall prohibit parking during school hours and school events. 10100 North shall remain as no parking anytime except for the designated parking stalls near the tennis courts.

Council Member Cortney SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion carried 5:0

f. ACTION: Plat Amendment: Armstrong - Country Club Plat D Land Use

(Administrative) Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will consider a proposed plat amendment by Ron Armstrong related to property within the Alpine Country Club Subdivision.

City Attorney/Planning & Zoning Administrator Patterson explained on November 7, 2023, the City Council held a public hearing and approved a request from Ron Armstrong to vacate a portion of City right of way and enter into a property exchange and sale agreement wherein the City would receive from Mr. Armstrong certain

property used by the City for its right of way and would transfer to Mr. Armstrong certain property owned by the City that is not used by the City for right of way or utility purposes. The City would transfer 1,049.3 square feet of property to Mr. Armstrong, and the City would receive 594.4 square feet of property from Mr. Armstrong, with Mr. Armstrong paying the City for excess City property he received. On March 19, 2024, the City Council held a public meeting and approved a proposed plat amendment requested by Ron Armstrong related to the property exchange approved in November 2023. Since the City Council approved the plat amendment adjusting the property/right-of-way line regarding Mr. Armstrong's lot in March, Mr. Armstrong has been working to finalize his plans for the expansion of his home. As part of the proposed plans, Mr. Armstrong realized that the rear setback for his lot would restrict his desired goals for the home. Mr. Armstrong discussed with his neighbor, the Carriers, owner of Lot 9, the possibility of adjusting their mutual property line boundary, which they support. No public hearing is required because the application and procedures satisfy all applicable aspects of the Highland City Development Code, all owners of the respective properties will sign the proposed amended plat, and no objections have been filed. Notice of the proposed plat amendment was mailed to property owners within 500' of the property on July 3, 2024. Staff believes all required conditions are satisfied, as outlined in the proposed findings in the staff report, and recommends approval with three stipulations:

Under City and State Code, the Council can amend a plat if:

1. The plat includes the plat amendment approved on March 19, 2024 (Armstrong-City transaction) in addition to the proposed Armstrong-Carrier transaction.
2. The plat will not be recorded until after completion of all property sale transactions and the execution and recordation of all deeds and parcel boundary adjustment documents.
3. The form of the final, amended plat will be approved by the City Engineer and Zoning Administrator.

Council Member Cortney MOVED that City Council accept the 5 findings and APPROVE the amendment to Alpine Country Club Lots 14 and 9 with the three (3) following stipulations recommended by staff:

1. *The plat includes the plat amendment approved on March 19, 2024 (Armstrong-City transaction) in addition to the proposed Armstrong-Carrier transaction.*
2. *The plat will not be recorded until after completion of all property sale transactions and the Page 150 of 179 execution and recordation of all deeds and parcel boundary adjustment documents.*
3. *The form of the final, amended plat will be approved by the City Engineer and Zoning Administrator.*

Council Member Smith SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion carried 5:0

g. ORDINANCE: Right of Way Permit Regulations Municipal Code Update
(Legislative) Rob Patterson, City Attorney/Planning & Zoning Administrator

The City Council will consider amendments to the City's right of way permit regulations.

City Attorney/Planning & Zoning Administrator Patterson explained Highland City has adopted regulations that require any person who desires to excavate or do other work within a right of way to obtain the City's approval and to post a bond to cover the work. The City has not historically had people seeking to build driveways obtain a permit, because the City's code was not clear as to whether the right-of-way regulations applied to a driveway.

In addition, the bond amount has been set at \$1,000 in the City's code. Staff proposes to remedy these items. The proposed amendments accomplish the following:

1. Clarify that any work within a right of way, including new curb-cuts and driveway connections, requires a permit.
2. Cuts into roads that have been constructed, reconstructed, or repaved within the past 3 years are not permitted unless it is because of an emergency or the applicant agrees to repave the entire road to the closest intersections.
3. Remove specific bond amounts from the City's code and point instead to the City's fee schedule.
4. Clarify language related to the City's engineering standards and traffic control/barricade requirements.

Council Member Cortney clarified that the City's Public Works Director has the authority to decide where the road should be cut and if repaving in any or all directions of the cut will be required. Mr. Patterson stated that is correct; the Public Works Director has that authority for up to three years after a road is constructed or reconstructed.

Council Member Smith MOVED that the City Council adopt and approve the proposed amendments to Chapter 12 of the Municipal Code talking about cuts in roads.

Council Member Cortney SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>Yes</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>Yes</i>

The motion carried 5:0

h. RESOLUTION: Interlocal Agreement with Draper City - Building Inspection Services

General City Management

Jay Baughman, Assistant City Administrator/Community Development Director

The City Council will consider a proposed interlocal agreement with Draper City to provide mutual aid in providing building inspection services.

In 2024, the Utah Legislature adopted SB 185, which imposes additional requirements regarding building inspections. As part of these requirements, each city is required to provide a building inspection within three business days (Monday-Friday) of a request for inspection. Each city is also required to maintain a list of at least three approved third-party building inspectors who can provide a building inspection in the event the city cannot provide an inspection within the required three business days. Highland City currently has three private firms contracted to provide building inspection services. While the City does use third party inspectors on certain projects, the City has consistently been able to provide a timely inspection upon request. The City's current building official, Jason Nelson, reports that during his 2.5-year tenure, the City has never been more than about 1.5 days out to provide an inspection, and often inspections can be scheduled the same day they are requested. Because of this, staff do not believe that we will need to use Draper City's services. However, because the City is required to have a list of third-party inspectors available, staff's preference would be to have as many cities on that list as possible. That way, most building inspection services are still provided by a city building official, and we reduce the appearance that builders can "shop" for a preferred building inspector. The agreement provides that the cities agree to provide up to 8 hours per month of building inspection services for each other for free. After those 8 hours are exhausted, the city responding to a request for inspections may bill the other city for time, at \$86.00 per hour. This rate is the general market rate

for inspection services. The contract does not require the other city to respond to a request for inspections, and a city may refuse to respond to any request if responding to the request could impact the responding city's own building inspection workflow. The cities do not take on any liability for the other city's actions or employees, though the cities are responsible for paying, insuring, and providing other benefits to the responding building inspector as usual. Staff recommends that the City Council approve the interlocal agreement with Draper City and ADOPT the proposed resolution.

Council Member Cortney stated he will be voting in opposition to the agreement, not because he does not believe the City should make an agreement with Draper, but his understanding of the intent of the State law is that the Council is not competent to make such an agreement with Draper and the Mayor should be making the agreement. This led to discussion and debate regarding the authority of both the Council and Mayor regarding this type of action.

Council Member Scott MOVED that the Highland City Council direct the Mayor to approve the interlocal agreement with Draper City and adopt the proposed resolution.

There was no SECOND.

Council Member Ron Campbell MOVED that the City Council approve the interlocal agreement with Draper City and adopt the proposed resolution.

Council Member Kim Rodela SECONDED the motion.

The vote was recorded as follows:

<i>Council Member Brittney P. Bills</i>	<i>Yes</i>
<i>Council Member Ron Campbell</i>	<i>Yes</i>
<i>Council Member Doug Cortney</i>	<i>No</i>
<i>Council Member Kim Rodela</i>	<i>Yes</i>
<i>Council Member Scott L. Smith</i>	<i>No</i>

The motion carried 3:2

4. DISCUSSION ITEMS

Items in this section are for discussion and direction to staff only. No final action will be taken.

a. Campaign Finance Regulations Municipal Code Update (Legislative)

Ron Campbell, Council Member, Rob Patterson, City Attorney/Planning & Zoning Administrator

The Council will discuss the potential for additional regulations related to municipal candidate campaign financing.

Council Member Campbell stated that he has asked for this agenda item; he would like to know if the Council is willing to direct City Attorney/Planning & Zoning Administrator Patterson to perform research and draft amendments to the City's campaign finance regulations to restrict donations from any person who has a land use application or proposal pending with the City. Donations would be limited to less than \$1,000 because in his opinion, any amount over \$1,000 could unduly influence a candidate.

Mayor Ostler polled the Council to determine if they would like staff to work on this issue. Council Member Cortney stated he is willing to consider the matter so long as Mr. Patterson can ensure it will not be a violation of the first amendment of the U.S. Constitution. He would also like to see an amendment that would require an additional financial disclosure closer to Election Day.

Council Member Rodela stated that she does not support the proposed amendment; State Law has sufficient restrictions relating to campaign finance. Council Member Smith stated he understands Council Member Rodela's position but indicated a willingness to discuss the issue further in a future meeting. Council Member Bills agreed.

5. COMMUNICATION ITEMS

Communication items will be informational only. No final action will be taken.

a. Alpine Highway Fence - Fence Color and Mow Strip *Andy Spencer, City Engineer/Public Works Director*

City Engineer/Public Works Director Spencer used the aid of a PowerPoint presentation to provide information about optional fence materials for replacement of the Alpine Highway Fence. He has looked into the option with a foam core and concrete exterior and has learned that existing fencing made of this material throughout the City has a fair amount of damage. He provided photos of existing damage on the thin layer of concrete on the exterior of the fence, exposing the foam core.

City Attorney/ Planning & Zoning Administrator Patterson then noted that there are five property owners that are interested in proceeding with the replacement of the Alpine Highway fence on their property and they wanted to know what color they should choose. Color was not determined during the Council's last discussion of this matter, but he does know that the Council prefers uniformity of the fence. Council Member Rodela asked if the property owners have a color preference. Mr. Spencer noted that with this type of fence, the yard-side of the fence can be painted a different color than the exterior.

Council Member Campbell stated that he is now concerned about the durability of the foam core fencing material. Council Member Smith agreed, and the Council concluded to revisit the decision regarding the fencing material. The Council also supported an earth-toned color for the fence (picture #78 in Mr. Spencer's slide deck).

b. Update on Traffic Calming Toolbox Implementation *Andy Spencer, City Engineer/Public Works Director*

City Engineer/Public Works Director Spencer used the aid of a PowerPoint presentation to provide a summary of the current traffic calming requests pending with the City:

- 6000 West near Highland Elementary – Speeding
 - Driver Feedback Signs, Bump outs, Multi-use Trail.
- Park West & Westfield Road - Speeding
- 6000 West & 10400 North – Crosswalks at Intersections
- Willowstone Drive – Student Parking
- 6000 West & 11800 North – LED Stop Signs, Crosswalk
- Canal Blvd/Madison (6000 W. ~ 6800 W.) - Speeding Others:
- 5650 West – Radar Speed Sign - Northbound
- Canal Blvd (SR-74 ~ 6000 W.) – Speed Tables – Trial Implementation
- Park Drive – Driver Feedback Signs, Painted Crosswalks

c. Accessory Structures Restrictions and Ridgeview PD *Scott Smith, Council Member, Rob Patterson, City Attorney/Planning & Zoning Administrator*

This item will be discussed in a future meeting.

d. Sign Code *Kurt Ostler, Mayor, Rob Patterson, City Attorney/Planning & Zoning Administrator*

This item will be discussed in a future meeting.

- e. **Council Policies and Procedures & Annual Conflict of Interest Statements** *Erin Wells, City Administrator*

This item will be discussed in a future meeting.

- f. **Community Development Update** *Jay Baughman, Assistant City Administrator/Community Development Director, Rob Patterson, City Attorney/Planning & Zoning Administrator*

City Attorney/Planning & Zoning Administrator Patterson referenced comments made during the public comment period regarding an application for a text amendment to allow employee parking on his property. He noted this application will be presented to the Council on August 6. He then added that the Council has been discussing broad amendments to the City's fence ordinance; relative to fencing on double fronted lots, he asked if the Council would like discussion and action on the matter on August 6. The Mayor and Council briefly discussed the matter and concluded more discussion of the issue is needed before action can be taken.

City Engineer/Public Works Director Spencer then presented an image of the intersection of Highland Boulevard and Brunswick Drive and facilitated discussion among the Council regarding whether to install an island or median to improve the aesthetics and also to calm the traffic in the area. The Council supported the option intended to prevent a left-hand turn onto Brunswick Drive.

6. CLOSED MEETING

The City Council may recess to convene in a closed session to discuss items, as provided by Utah Code Annotated §52-4-205.

At 10:00 pm, Council Member Ron Campbell MOVED to go into closed meeting for the purpose of reasonably imminent litigation and potential acquisition of real property.

Council Member Doug Cortney SECONDED the motion. All were in favor. The motion carried.

ADJOURNMENT

Council Member Scott L. Smith MOVED to adjourn the regular meeting and Council Member Ron Campbell SECONDED the motion. All voted in favor and the motion passed unanimously.

The meeting adjourned at 10:28 pm.

I, Stephannie Cottle, City Recorder of Highland City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on July 16, 2024. This document constitutes the official minutes for the Highland City Council Meeting.

Stephannie Cottle, CMC
City Recorder



CITY COUNCIL AGENDA REPORT

ITEM #2c

DATE: August 20, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Jeff Murdoch, Assistant Public Works Director
SUBJECT: Amended Reimbursement Agreement for Millhaven Development (Pressure Reducing Valve and Canterbury Trail Connection)
TYPE: General City Management

PURPOSE:

The City Council will consider approving an amended contract with Millhaven Development LLC to reimburse them for the increased cost of installing a Pressure Reducing Valve (PRV) and the Canterbury trail connection.

STAFF RECOMMENDATION:

Staff recommends that the City Council APPROVE the increased reimbursement contract with Millhaven Development LLC.

PRIOR COUNCIL DIRECTION:

On June 4, 2024, Council approved a reimbursement agreement with Millhaven Development in the amount of \$106,343 for the additional items the City added to the Foxwood Development (Culinary PRV & Canterbury Trail Connection).

BACKGROUND:

In the June 4, 2024, City Council meeting, it was explained that as part of the Foxwood Estates Subdivision being developed by Millhaven, City staff asked the developer to install two public improvements that are not required for the development specifically, but benefit the city systems as a whole and are directly adjacent to the development, so installation with the development is prudent. The two improvements are (1) a pressure-reducing valve ("PRV") for the City's culinary water system and (2) a trail connection on City property that will connect the Murdock Canal Trail through Foxwood Estates to the City Center Trail.

As a reminder, the City's culinary water system master plan has anticipated a PRV being installed in the general Canterbury area for several years. With the Foxwood Estates Subdivision being developed, it made sense to complete the PRV projects now, rather than later, in order to obtain cost savings (avoiding future road cuts and utility work) and expedite the completion of the needed PRV project. Millhaven has agreed to install the PRV as part of the utility work within Avery Avenue, subject to reimbursement by the city. The PRV is not required to serve or because of the Foxwood Estates Subdivision, but rather is a system-level improvement that will benefit Highland residents. Accordingly, the city cannot require Millhaven to pay for or install the PRV. The original approved price for the PRV was \$61,144.21. Upon further review, staff realized that the PRV vault previously quoted was too small of a concrete vault to house the needed PRV system. An updated quote for the proper PRV has been

obtained and is \$68,571.29.

Again, as a reminder, the City's trail master plan has planned for an off-street trail connection along the "Workman Hollow" connecting the City Center Trail through Canterbury to the Murdock Canal Trail. When Canterbury was developed, the city acquired and preserved a trail corridor to facilitate this future connection. Millhaven is constructing trail facilities within the Foxwood Estates Subdivision as part of their development, which will extend the City Center Trail to a dead-end at the Canterbury trail corridor. Staff asked Millhaven to continue the trail improvement through the Canterbury trail corridor, even though that connection would not be required for the subdivision, in order for the city to obtain cost savings and allow for a full trail connection as soon as possible. The original approved price for the trail connection was \$35,531.85. Unfortunately, clearing, grubbing and cutting to subgrade increased in the scope of work. The updated price for the trail connection is \$40,768.18.

FISCAL IMPACT:

The combined updated costs for these projects is \$120,273.42 with a 10% contingency. Funding for this expense is included within the FY2025 budget as follows:

- \$75,428.42 in 55-40-78 Grants Capital Outlay from the Culinary Water Fund
- \$44,845.00 in 40-40-76 Trails from the Parks Capital Fund

MOTION:

I move that City Council APPROVE the increased reimbursement contract with Millhaven Development LLC in an amount up to a total cost of \$120,273.42 and AUTHORIZE the Mayor to sign the updated agreement.

ATTACHMENTS:

1. PRV bid revised
2. Highland asphalt path
3. UPDATED DEVELOPMENT REIMBURSEMENT AGREEMENT

Skip Dunn & Sons Excavating

230 North Geneva Road
Orem, UT 84058

Phone: (801)226-0359
Fax: (801)224-8832

To: Millhaven Development Address: Provo, UT	Contact: Phone: Fax:
Project Name: Millhaven PRV Project Location:	Bid Number: Bid Date:

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1	8" PRV Vault	1.00	EACH	\$68,571.29	\$68,571.29

Total Bid Price: **\$68,571.29**

Notes:

- Does Not Include any Compaction Testing.
- Prices Do Not Include Any Permits, Fee, Layout or Engineering.
- Landscape & Grass replacement is not included in this estimate.
- Price does not include any testing for the PRV.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner. A 2% monthly finance charge will be assessed on all past due amounts.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Skip Dunn & Sons Excavating Authorized Signature: _____ Estimator: _____
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Skip Dunn & Sons Excavating

230 North Geneva Road
Orem, UT 84058

Phone: (801)226-0359
Fax: (801)224-8832

To:	Highland City	Contact:	
Address:	5378 West 10400 North Highland, UT 84003	Phone:	(801)756-5751
		Fax:	(801)756-6903
Project Name:	Highland City Asphalt Path	Bid Number:	
Project Location:		Bid Date:	7/22/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1	Clear And Grub And Cut To Subgrade	1.00	LS	\$7,921.87	\$7,921.87
	2	Road Base	4,500.00	SF	\$2.95	\$13,275.00
	3	3" Asphalt Trail	4,500.00	SF	\$2.69	\$12,105.00
	4	ADA Ramp	2.00	EACH	\$1,869.74	\$3,739.48
	5	Remove And Replace Curb And Gutter	1.00	LS	\$3,726.83	\$3,726.83

Total Bid Price: \$40,768.18

Notes:

- Does Not Include any Compaction Testing.
- Prices Do Not Include Any Permits, Fee, Layout or Engineering.
- Landscape & Grass replacement is not included in this estimate.
- Prices are for estimating purposes only actual billing will be off of measured quantities.
- Does not include any permits or fees for Jordan Valley Water Conservancy District.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner. A 2% monthly finance charge will be assessed on all past due amounts.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Skip Dunn & Sons Excavating Authorized Signature: _____ Estimator: _____
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DEVELOPMENT REIMBURSEMENT AGREEMENT

This Development Reimbursement Agreement ("**Agreement**") is entered into between HIGHLAND CITY, a Utah political subdivision ("**City**"), and MILLHAVEN DEVELOPMENT LLC, a Utah limited liability company, ("**Developer**"), individually or collectively, "**Party**" or "**Parties**".

RECITALS

- A. Developer seeks to develop certain property within Highland City located approximately at 10630 N 6400 WEST, HIGHLAND, UT, consisting of the property shown and contained within the FOXWOOD ESTATES, PLAT A Subdivision, as recorded in the office of the Utah County Recorder, containing +/- 24.77 acres ("Property").
- B. The Property is located within the City's R 1-40 zone and is part of a development known as the "**Foxwood Estates Subdivision.**"
- C. Highland City has requested that, in connection with the development of the Foxwood Estates Subdivision, Developer also complete and install a pressure-reducing valve and related facilities ("**PRV**") and construct and improve a trail connection and related improvements ("**Trail**") for the benefit of Highland City and its residents, collectively referred to hereinafter as the "**City Improvements.**" The planned City Improvements costs, with related appurtenances and facilities, are shown in Exhibit A, attached hereto.
- D. The Parties wish to set forth the terms and conditions by which the City Improvements may be completed through the collective effort of the Parties.

AGREEMENT

Now, therefore, in order to give effect to the recitals above, and for good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties do agree, and covenant as follows:

Construction of Improvements

- A. The Developer shall design and construct the City Improvements. All construction shall conform to Highland City standards and specifications and the approved plans for the City Improvements and the approved subdivision improvement plans for the Foxwood Estates Subdivision.
- B. The City shall coordinate and provide reimbursement to the Developer for the cost of design and construction of the City Improvements ("**Reimbursement Cost**"). The Reimbursement Cost is \$120,273.42 (\$75,428.42 for the PRV and \$44,845.00 for the Trail).

- C. **Reimbursement Calculation.** The Reimbursement Cost owed to the Developer by City has been determined by a bidding process, pursuant to which the Developer has secured bids pursuant to which the applicable contractor provided bids to construct the City Improvements. The bids have been reviewed and approved by the Highland City Engineer and Developer. The Reimbursement Cost has been itemized costs directly pertaining to the City Improvements as well as agreed upon engineering costs.

REIMBURSEMENT

- A. **Reimbursement Timeline:** The Developer will begin construction of the City Improvements within three (3) months following the final subdivision approval and approval to proceed with construction by Highland City. The Developer shall complete the City Improvements within one year following commencement of the project construction.
- B. **Reimbursement Process:** The Developer will be responsible for managing and controlling the construction of the City Improvements. The City will coordinate the payment of the Reimbursement Cost to the Developer no later than 30 days after the latter of the City's acceptance of the final and completed City Improvements, the City's receipt of project as-builts, approval of invoices for the City Improvements, and proof of payment for all expenses and lien releases, as applicable, by Developer related to the City Improvements.

Compliance with Land Use Regulations and Approvals

Developer acknowledges that the execution of this Agreement, on its own, does not constitute final plat approval, approval of building permits, or other land use approvals, and that any such approvals shall be granted only upon Developer's compliance with all applicable governing laws, ordinances, standards, and conditions of land use approval, including completion of all required improvements. Developer further acknowledges that the execution of this Agreement does not waive, modify, or limit any obligation or condition of approval related to the development of the Property pursuant to any land use regulation or land use approval related to the Property, the R1-40 zone, or the Foxwood Estates Subdivision.

Assignment

Neither this Agreement nor any rights or obligations hereunder may be assigned either voluntarily or involuntarily, by operation of law or otherwise, by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

No Third Parties

The rights, duties, and obligations of the Agreement are for the sole benefit of the Parties, and not third, other than authorized assignees, transferees, and other successors in interest, has any rights hereunder to enforce the terms of this Agreement.

Amendments

This Agreement may not be altered, amended, modified, or otherwise changed in any respect except in a writing by all Parties.

Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original and tother constitute the same contract whether each Party executes a separate counterpart.

Authority to Execute

The person executing this Agreement on behalf of each Party hereby represents that he or she has full authority to execute the Agreement and to bind each Party to the terms of the Agreement and that all necessary actions for him or her to enter into this Agreement have heretofore been completed.

Governing Law and Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Utah. Any dispute arising out of this Agreement shall be brought and maintained in Utah State district court, Utah County.

Limitation of Liability

Neither Party shall be liable to the other Party in any action or claim for loss of profits or revenues, whether direct or indirect, or any indirect, special, consequential, or punitive damages or losses.

Enforcement of Fees

In any action or proceeding arising out of or related to this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and related costs, including fees and costs incurred before formal initiation of an action or proceeding and fees and costs incurred for collecting or attempting to collect any judgement or award.

THE UNDERSIGNED HAVE READ AND HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL WITH RESPECT TO THE FOREGOING, AND HEREBY ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS.

DATED THIS _____ day of _____, 2024

On Behalf of **Highland City**, Utah

ATTESTED:

Kurt Ostler, Highland City Mayor

Stephannie Cottle, City Recorder

DATED THIS _____ day of _____, 2024

On Behalf of **Millhaven Development LLC**

Signature

Name of signer

Title



CITY COUNCIL AGENDA REPORT

ITEM #3a

DATE: August 20, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Alpine Highway Fence - Program Terms and Fence Material and Contractor
TYPE: General City Management

PURPOSE:

The City Council will consider modifying the approved Alpine Highway Fence Reimbursement Program related to program terms and approved fence material and contractor.

STAFF RECOMMENDATION:

Staff recommends that the Council consider the potential impacts from adjusting the Alpine Highway Fence Reimbursement Program and approve such terms and conditions for the Program as the Council determines is appropriate.

PRIOR COUNCIL DIRECTION:

After several months of consideration, on July 2, 2024, the City Council approved a reimbursement program to replace the private theme wall along Alpine Highway. As part of that discussion, the Council considered three fencing options and contractors: vinyl (Best Vinyl), foam-core concrete (Rhino Rock), and pre-cast concrete (Olympus). The terms of that program Council approved are:

- \$240,000 over 3 fiscal years (FY25, FY26, FY27)
- \$80,000 available each fiscal year
- \$50.00 per linear foot reimbursement
- 5-property clustering required
- Rhino Rock with the foam-core concrete fence

On July 16, 2024, staff presented Council with additional information regarding potential durability concerns with the foam-core concrete fence option as well as color/style options for the fence. Council indicated that it would like to again consider the approved fence material and that the Council was in favor of a uniform tan/brown rectangular stone appearance and color for the fence.

BACKGROUND:

Based on Council's direction to reconsider the approved fence material, staff further investigated the durability of the Rhino Rock, foam-core concrete fence option. Based on staff's experience with a number of examples throughout the City, staff has serious concerns about the durability of and long-term look of the Rhino Rock, foam-core concrete fence, even if a mow strip were required next to the fence. As such, staff is recommending the City not move forward with the Rhino Rock, foam-core concrete option.

Staff then contacted Olympus to confirm details of their bid. Olympus confirmed that they are still willing to install the fence, but they emphasized (1) that the cost they provided was a minimum estimate, and that real costs would likely be higher based on property-specific issues, so the quoted price is not a "true" bid for a specific project, (2) they would cause significant damage to the public parkway area, including the sidewalk and the landscaping due to the weight of the fence and equipment required to install the fence, and (3) they would not handle the demolition of the existing fence nor the repair or restoration of the parkway. With this information, staff has summarized Olympus's bid and provided rough estimates of additional expected costs. This bid was based on an anticipated 409 linear feet (approximately 3 lots).

Staff will have met with a representative of Olympus on Friday, August 16, on-location near the Woodbury property (SE corner of 10400 N and Alpine Highway) in order to receive more detailed and up-to-date pricing based on actual site conditions. Staff will be prepared to discuss the results of this meeting during Council meeting.

Olympus's Cost: Pre-cast concrete fence installation only

- Base: \$46,000 (\$115 per linear foot)
- Additional costs:
 - Costs will increase if no clustering is required (loss of economy of scale)
 - Costs will increase if a crane is required rather than a forklift
 - Costs will increase if concrete trucks are unable to access the fence area (requires a pump truck)

Demolition:

- Olympus will not demolish or remove existing fence, nor prepare ground after removal of fence. As such, a separate contractor will be required
- Based on bid from Best Vinyl, demolition of 400 feet of fence is estimated at \$10,000 (\$25 per linear foot)

Landscape:

- Olympus will not restore or remediate any damage to UDOT/City property. As such, a separate contractor will be required
- Olympus will require, at minimum, to use a 12,000 lbs forklift to cross the parkway and may require cranes and cement trucks to cross the parkway
- Staff and Olympus anticipate significant damage to sidewalks, sprinklers, landscaping, and plants/trees by forklift, cement trucks, demolition of fence, etc.
- \$2,500 estimate for sidewalk repair per lot: \$7,500 total (\$18.50 per linear foot)
- \$1,500 estimate for landscape/sprinkler repair per lot (~3,000 square feet of potentially impacted landscaping): \$4,500 total (\$11.25 per linear foot)

Other Considerations:

- UDOT Right of Way Permit (may require relatively minor fee)

Total estimated **minimum** cost for pre-cast concrete fence (3 lots): \$169.75 per linear foot (\$68,000 total, or \$22,666 per lot). Final cost may be closer to \$200 per linear foot (\$80,000 total, or \$26,666 per lot). Based on the previously approved grant terms, the residents would be responsible for this cost, subject to reimbursement by the City up to \$50 per linear foot of installed fence. The City's contribution

appears to primarily help offset the costs of demolition and sidewalk/landscaping restoration. However, reimbursement will not be provided to residents until after they complete all work, including restoration, which means the residents must be prepared to pay for the full cost of the demolition of the old fence, installation of the new fence, and restoration of all non-resident property.

ADDITIONAL OPTIONS

The other fence material options available to the Council are to repair and restore the current fence (wood + brick) or to approve upgrading and replacing the wooden portion of the fence with a different material (trex, aluminum, etc.) and repairing the masonry columns. Not removing the columns will reduce demolition costs. In addition, these materials would likely be able to be installed through the residents' properties with less need for heavy construction equipment, meaning less damage to City/UDOT property and less remediation work and costs. Overall, an alternate design that maintains the columns and replaces/upgrades the wood would likely be a significant cost savings. Depending on the material chosen, a text amendment may be required to add the material to our approved list of materials for theme walls.

CLUSTERING

The originally approved program required 5-lot clustering in order to obtain the goals of an improved and uniform fence along Alpine Highway. Whether to require 5-lot, 3-lot, or no clustering as part of the reimbursement program is within the Council's discretion.

FISCAL IMPACT:

Funding for this expense has not been included in the FY25 budget. As this expenditure was not included in the budget, it will need to be funded by General Fund Fund Balance and will be included as part of mid-year budget adjustments unless otherwise directed by the Council.

MOTION:

I move that City Council ADOPT and APPROVE the ordinance repealing and establishing the Alpine Highway fence reimbursement program. (Staff will adjust the ordinance based on Council direction.)

ATTACHMENTS:

1. Alpine Hwy Fence Color Selection
2. Olympus Bid - Pre-Cast Concrete
3. Ordinance - Superseding Reimbursement Program

Council-Preferred Fence Style and Color





®

Structural & Architectural Precast

Olympus Precast LLC • 16120 S Pony Express Rd #100 • Bluffdale, UT 84065

Phone (801) 571-5041 • Fax (801) 676-0115

Proposal #: QUOTE HIGHLAND CITY PROJECT

To: HIGHLAND CITY
HIGHLAND, UT.

Date: June 25, 2024

Attention: JEFF MURDOCH
801-420-4861
jeff@highlandcity.org

Terms: 50% Down
48% Due upon completion of Installation
2% Due upon completion of Stain.

Project Address: HIGHLAND, UT.

IF PAYING BY CREDIT CARD THERE WILL
BE A 3.5% FEE

CONTRACT DOCUMENTS: The contract documents shall include this Proposal with Exhibits, architectural and structural plans, all shop drawings, diagrams, placement designs, placement designs etc.

Produced, delivered & installed for:

*Based on Olympus drawing
F-4.1 (NON-ENGINEERED 6')

* If project requires site specific engineering this will be done upon award.
Any changes to the above drawing may require changes to the cost.

TOTAL: \$ 46,000.00

MATERIALS AND LABOR FURNISHED: As clarified by this proposal as per drawings dated

Panel Style: Ashlar Customer Initial _____
Pillar Style: Ashlar
Caps: Sandstone

Footings:

32 - 2 x 2 x 4 footings as specified in drawings included with this proposal

Precast Panels:

31 - 6' H x 12' L precast concrete panels

Precast Pillars:

32 - 6' H precast concrete pillars

Coloring of precast fence (One base coat and up to three highlight colors. Colors to be selected from Verti-Crete color chart)

*Note: Stain may be delayed due to weather conditions

THIS PROPOSAL SPECIFICALLY INCLUDES:

Customer Initial: _____

Production of precast products

Approx. 409 linear feet of precast fence

Precast delivery

One mobilization for footing crew with mini excavator and auger (Additional mobilizations will be charged at minimum of \$300.00 each).

Any additional equipment required will carry additional charge

All footings will not exceed 5" above or below existing grade

One mobilization for installation crew. To be performed using a 12,000 lbs forklift. (Additional mobilizations will be charged \$600.00 each)
(Installation equipment required beyond the capacity of a forklift, ie crane, will be at additional expense to purchaser)

One mobilization for stain crew (Additional mobilizations will be charged at \$200.00 each)

(Stain is post applied and requires at least 10' on both sides of the fence in order to stain.)

THIS PROPOSAL SPECIFICALLY EXCLUDES: (but not limited to)

Customer Initial: _____

1. Removal of footing spoils (excavated dirt)
2. Access must be provided and established, Olympus Precast is not responsible for broken sidewalks, driveways, damage to yards, underground piping or any other damage caused by lack of access.
3. Fees, permits, variances, surveys, set back requirements, codes, or any other compliance are the responsibility of the purchaser. Olympus Precast is not responsible for determining property lines or locations.
4. Grading and elevations - must be done before arrival of footings crew.
5. Patching of chips caused by other trades.
6. Cleaning of mud or dirt left on street from wet conditions due to installation access provided
7. Any precast other than that indicated above.
8. Independent inspection or testing of our product or welding either in plant or in the field.
9. Exterior wall engineering to hold added loads do to precast.
10. Expansion joint material.
11. Sales Tax
12. PERFORMANCE AND /OR PAYMENT BOND.
13. Removal of existing fence or obstacles impeding the work area
14. Traffic control or any other service allowing access to job site
15. Grout Pump
16. Grading prior to and/or after install, Road base(fill), and/or Compaction
17. Any additional labor and/or material necessary to complete fence due to unforeseen obstacles underground or above ground. This includes but is not limited to: extra excavation equipment in addition to the mini excavator, change in depth or shape of footings due to soil conditions (e.g. spread footings), additional work required because of utilities impeding placement of footings (e.g. hand digs), changes to elevations of footings requiring sonotube and/or additional excavation, if an unforeseen condition requires additional
18. Any other service or material that is not expressly included above.

SPECIFICATIONS

All material provided is manufactured according to the plans and/or specifications set forth on the face hereof, and in the absence thereof, according to the Precast/Prestressed Concrete Institute (PCI) Specifications in effect at the time the estimate or proposal underlying this agreement was prepared by Olympus Precast. These specifications are incorporated into this agreement and any agreement entered into between Olympus Precast and the Purchaser arising from or related to the scope of work underlying this agreement. Olympus Precast disclaims any and all liability for applications by others of Olympus Precast's material that deviate from such specifications.

TERMS AND CONDITIONS:

1. **Delivery dates will be determined at time of award.**
2. Should a performance bond be required it will be at an ADDITIVE cost.
3. This agreement, when duly signed by both parties, supersedes and invalidates any verbal or other prior agreement(s) between the Purchaser and Olympus Precast LLC. (Hereinafter "Olympus Precast"), related to the subject matter hereof. With the exception of increases in the scope of the work or delays in the scheduling of the work, this agreement may only be modified in writing with the approval of both parties, evidenced by the signature of their respective authorized representatives thereon, except that clerical errors herein may be corrected. With respect to increases in the scope of the work or delays in the scheduling of the work, Olympus Precast shall be entitled to modifications to this agreement based upon whether the actual work varies from the work as originally specified or whether there have been impacts upon Olympus Precast due to scheduling adjustments or delays arising from a source other than Olympus Precast's own conduct.
4. Terms and Charges in Terms of payment are as shown on the face of this agreement. Invoices will be rendered upon completion of work, or at the end of each month for work previously completed during that month, whichever date shall be earlier. Unless otherwise stated, Purchaser agrees to pay all charges rendered on such invoices, within thirty (30) days from the date of invoice. Payments not made when due shall be subject to a service charge of 1.5 % per month (18% per annum) , compounding monthly, in addition to the invoice charge. If the Purchaser's account based on this agreement is turned over to be collected by an attorney or collection agent, Purchaser agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether a lawsuit is actually commenced or not. The Purchaser shall pay any Federal, State, County or Municipal sales, occupation, or similar taxes, which may be imposed by reason of this transaction, and it is agreed that the contract price shall be increased to include such applicable charges. The contract price is based upon a standard eight (8) hour day and five (5) days per week. Should Olympus Precast be requested to work overtime or other non-standard work week to complete the performance of this agreement; all applicable extra costs, plus 30% for overhead and profit, shall be paid to Olympus Precast by Purchaser, unless Olympus Precast agrees that it has caused a delay in any progress schedule that Olympus Precast previously agreed to.
5. Purchaser will provide adequate level access to the perimeter and interior of structure for Olympus truck and crane to operate under their own power. Sufficient job site storage will be provided for Olympus trailers Olympus anticipates needing a minimum of Five (5) spaces with two (2) of those spaces being within hook reach of the crane and /or forklift access. Additional spaces will be provided upon request if deemed necessary based upon Olympus's sole judgment. Adequate coordination of access into and around structure based upon Olympus's sole judgment is essential and is required as part of this proposal.
6. Olympus Precast will comply with OSHA Safety Standards for Fall Protection.

7. Purchaser shall be responsible for obtaining and paying for all permits and licenses required by any laws or regulations in order to perform this agreement at the location designated herein. Purchaser shall be solely responsible for the design and adequacy of all structural members, foundations, and soil conditions upon which Olympus Precast products may be placed, and Purchaser shall be solely responsible for compliance with local codes, ordinances and laws governing the installations and use of Olympus Precast material.

8. Shipments, deliveries, and erections under this agreement shall at all times be subject to the approval of the Credit Department of Olympus Precast, and may be temporarily or permanently suspended whenever Olympus Precast, in its sole judgment, shall have any reasonable doubt as to the Purchaser's ability or intention to pay for the material or work provided herein. In the event that Olympus Precast has reasonable doubt as to Purchaser's ability or intention to pay, Olympus Precast reserves the right to remove any of its materials or product from the jobsite, unless said product has already been attached to the real property.

9. The Purchaser agrees to keep the area surrounding the job reasonably clear and provide Olympus Precast free access to the job site for the operation of its trucks, cranes, forklifts, and other required equipment. Olympus Precast shall have no obligation to remove any obstructions, but shall be paid all its expenses where delays are occasioned by such obstructions, and delays so occasioned shall automatically extend the completions and delivery schedule set forth herein.

10. This proposal is based on a single mobilization(s) for fork lift/crane and crew. Any additional mobilizations will be an added cost to the contract amount.

11. Where materials are specified to be delivered F.O.B. to the jobsite only, the Purchaser agrees to promptly provide labor, cranes, or other equipment to unload and remove the materials from the trucks, and further agrees to pay Olympus Precast for man hours and equipment expenses for all time at the job site in excess of one (1) hour for each truck.

12. On shipments to be delivered by trucks, delivery will be made as near to the construction site as the trucks can travel under its own power. Purchaser will be responsible for protecting the surrounding areas that will be accessed by Olympus in performing its work hereunder. Damage to existing areas surrounding the structure or project, including but not limited to landscaping, drives, sidewalks, curbs, foundations, slabs, underground utilities, sprinklers, and other installations, that are caused by Olympus in the performance of the work hereunder will not be the responsibility of Olympus Precast and Purchaser hereby agrees to defend and indemnify Olympus Precast from any such damage claims. In the event that any delivery will require a license or permit, Purchaser shall be responsible to secure in advance all necessary permits or licenses to effect such deliveries.

13. Where this proposal includes erection of material by Olympus Precast, the proposed structure shall be accessible to all necessary Olympus Precast erection equipment, including trucks, forklifts and cranes, and operations of this equipment shall not be impeded by piles of construction materials or waste or presence of wires, pipes, poles, fences or framings, or other structures that may interfere with the handling of said equipment and Olympus Precast products. Foundations, other bearing walls, or steel structures shall be prepared true to line and grade by others, and will be level and true before the delivery and erection of Olympus Precast products.

14. The Purchaser shall be responsible for necessary barricades, guard rails and warning lights for the protection of vehicular and pedestrian traffic and Olympus Precast equipment. Further, the Purchaser shall be responsible for furnishing, installing, and maintaining any and all applicable safety devices which are required on this project under U.S. Department of Occupational Safety and Health Regulations (OSHA) for construction and all other safety regulations imposed by the said department and the State and local governmental agencies having jurisdiction over the project. The Purchaser hereby agrees to hold harmless and indemnify Olympus Precast from all penalties imposed upon it as a result of violations of Safety and Health or other laws committed by the Purchaser, general contractor, and other subcontractors.

15. It is expressly understood, unless stated otherwise in this agreement, that shoring, forming, framing, cutting of holes, openings for mechanical trades and other modifications of Olympus Precast products are to be performed by Olympus Precast and are not included in the price of this agreement, unless otherwise set forth on the face hereof.

16. Claims for shortages or defect of Olympus Precast products, materials or failure of performance hereunder must be made in writing immediately upon receipt of materials, on the face of the freight bill by the local agent of the common carrier, or by written notation upon the delivery ticket by Olympus Precast's truck driver at the time of unloading, or within 30 days from when the failure of performance was discovered or should have been discovered through reasonable diligence. Any defective material furnished or other failure of performance by Olympus Precast herein will be resolved by replacement of the defective material within a reasonable time or otherwise corrected as applicable if reported promptly, but it is expressly agreed by the Purchaser that Olympus Precast shall not be liable for any other claims of any kind or description, including but not limited to special, incidental, or consequential damages, arising out of such defective material or failure of performance by Olympus Precast hereunder.

17. Olympus Precast shall not be responsible for any loss, damage, or delay caused by fire, weather, accident, labor dispute, civil or military authority, insurrection, riot, flood, or any causes or occurrences beyond its control. Delivery dates are not guaranteed, and Olympus Precast shall not be liable for any damages direct or indirect, resulting from delays in shipments where such delays result from delayed receipts of approved drawing, or from any other cause not within the direct or indirect control of Olympus Precast. Olympus Precast shall not be responsible, in any event, for special, incidental, or consequential damages for delay, regardless of the cause of the delay.

18. Any agreed upon schedule or delivery dates will be dependent upon the timeliness of receipt by Olympus of final and completed architectural & structural drawings, and prompt return of signed and approved Olympus Precast shop drawings. Olympus Precast reserves the right to forbear or discontinue work hereunder until approved drawings are received and accepted by Olympus Precast.

19. The Purchaser shall be responsible for any damage to material and products delivered by Olympus Precast after such delivery. Purchaser agrees that Builder's Risk Insurance will be provided without cost to Olympus Precast, insuring and protecting the full replacement value of Olympus Precast's products, materials, and equipment at the site from loss or damage caused by fire or the standard perils of extended coverage, including vandalism and malicious mischief, and Olympus Precast shall be indemnified and held harmless in the event of such a loss, and shall receive any insurance proceeds intended to cover the loss to any of Olympus Precast's products, materials, equipment, or other property. This provision shall in no way excuse Purchaser from liability under this agreement to pay Olympus Precast for service, materials or equipment provided hereunder.

20. In the event this agreement is terminated prior to its completion for any reason, Olympus Precast shall be entitled to the entire contract amount less any amount for materials, service, equipment, or other expense that has not been incurred due to the cancellation or termination of the agreement.

21. Olympus Precast will not accept a contract or purchase order with terminology stating or similar to "Pay if Paid".

22. General Contractor/owner will provide 110 and 220 volt power, water, sanitary facilities, lighting as necessary, and other additional requirements, mandated by OSHA

23. General Contractor/ owner is to provide layout locations for fencing

24. Olympus Precast shall carry workmen's compensation, general liability, and auto liability insurance, and a certificate of such insurance will be furnished upon request. If additional insurance beyond the coverage carried by Olympus Precast is requested, the cost of the same, if available, will be paid by the Purchaser. In addition, the expense of providing performance bonds, payment bonds, and any other such additional insurance or surety coverage shall also be paid by the Purchaser.

Notwithstanding anything contained in any contract documents to the contrary, neither Olympus Precast nor its insurance carrier(s) agree to waive subrogation rights with respect to workers compensation or general liability or auto liability claims.

25. The Purchaser agrees to and shall indemnify and hold Olympus Precast harmless from and against any and all damages, loss, costs, and expenses incurred by or claimed against Olympus Precast resulting from any negligent acts or omissions of Purchaser related to the performance of the work required by this agreement. Notwithstanding anything contained in the contract documents to the contrary, Olympus Precast in no way agrees to indemnify, hold harmless, protect, defend or insure any entity from that entity's own negligence.

26. Performance of this agreement is conditioned upon the ability of Olympus Precast to obtain cement, steel, and other applicable raw materials. Olympus Precast shall not be responsible for any delay in performance occasioned by any raw material shortages, or any damages resulting from such delay.

27. Any controversy arising out of this agreement, or the interpretation thereof shall, in Olympus Precast's sole discretion, be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment may be entered upon confirmation of the arbitration award.

28. Olympus Precast warrants the original purchase only, that the services and materials provided by Olympus Precast will be free of material or workmanship defects for the period of 1 (one) year from the date of purchase. Olympus Precast's sole obligation and your exclusive remedy under this limited warranty or any implied warranty shall be the repair or replacement of pieces, without charge, which are defective in materials or workmanship and which have not been misused or damaged subsequent to installation. This warranty excludes any damages caused by anyone other than Olympus Precast and excludes any damage to surrounding property or landscaping resulting in the need for access to perform any repair or replacement provided. Rights under this warranty are conditioned upon receipt in the principal office of Olympus Precast, as indicated above, of written notice of the defective materials or workmanship within the earlier of the period of the warranty stated above or 90 days from when the defect was discovered or should have been discovered through reasonable diligence.

Any implied warranty shall likewise be limited in duration to the earlier of 1 (one) year from the date of substantial completion or 90 days from when the defect was discovered or should have been discovered through reasonable diligence.

In no event shall the Olympus Precast be liable for any incidental or consequential damages, (including but not limited to liability for loss of profits), arising from the sale or use of this product.

29. The agreement resulting from this proposal shall be governed by the laws of the State of Utah, and the venue and jurisdiction for any disputes arising hereunder is agreed to be the Utah state courts located in Salt Lake County, Utah, if Olympus Precast determines not to have the matter resolved pursuant to the Arbitration Clause contained herein.

30. If acceptance of this proposal is made on anything other than this form, such acceptance shall be subject to the terms and conditions herein, and any different or additional terms and conditions of Purchaser shall be subject to review and acceptance by Olympus Precast.

31. In the event of conflict between the terms and conditions of this agreement and any other agreement between Olympus Precast and Purchaser, the terms of this agreement shall govern, unless the conflict is with the Proposal submitted by Olympus Precast, in which event, the terms and conditions of the Proposal shall govern.

32. PROTECTION AGAINST LIENS AND CIVIL ACTION. Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner- occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if and only if the following conditions are satisfied: (1) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (2) the

original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and (3) the owner paid in full the original contractor, factory built housing retailer, or real estate developer or their successors or assigns in accordance with the written contract and any written or oral amendments to the contract." (4) An owner who has satisfied all of these conditions may perfect his protection from liens by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing by calling (801) 530-6628 or toll free in Utah only (866) 275-3675 and requesting to speak to the Lien Recovery Fund.

DESIGN:

1. Olympus Precast reserves the right to modify the design to preserve the integrity of the precast panels and to facilitate the most efficient means for production and erection. All such design changes will be subject to the design specifications and approval by the Engineer of Record.
2. Wall panel finish: Exterior finish will consist of a vertical mold form finish. Minor imperfections, such as form lines and bug holes are to be expected in all precast finishes. Products will be produced with common gray cement along with the variations in color common to gray cement.
3. **Cracking and minor chipping is an inherent aspect of precast construction. Such panels, pre-stressed or non-pre-stressed, may experience some cracking and chipping**
4. When applicable or available Olympus Precast will be provided with all AutoCAD files pertaining to the precast and its Measurements & quantities have been verified by: **JEFF MURDOCH**

MISCELLANEOUS:

1. The project shall be constructed in accordance with the contract drawings and documents, within acceptable construction tolerances. Out-of-tolerance conditions will not be the responsibility of Olympus Precast, and any cost incurred by Olympus resulting or arising from a condition that is outside acceptable construction tolerances will result in a change order regardless of whether a change order is formally submitted, requested, or approved.
2. The prices quoted herein are in effect for fifteen (15) days from the date of this proposal. After fifteen (15) days, the prices are subject to change by Olympus Precast . Project delays after award, that are outside of Olympus Precast's control, are likewise subject to change by Olympus Precast in order to compensate Olympus Precast for actual escalating costs of material or labor. Olympus Precast reserves the right, in its sole discretion, to pass along to Purchaser any increases in the costs of the raw materials or energy sources used in the manufacturer or installation of the product being purchased herein, in the event that those increases occur between the time that the original quote is provided to Purchaser and the time that the product is installed or delivered (if installation is not included in the agreement)
4. **Production will not commence until the receipt of signed contract and down payment**

This proposal is subject to acceptance on or before fifteen (15) days from the date appearing on the face hereof, such acceptance being given by returning a signed copy hereof to Olympus Precast within such period of time.

Olympus Precast LLC

By _____

Salesman: TJ FORD

Date _____

Accepted By ("Purchaser"):

Name (Print)

Date

Address

Phone

SCR # or Building Permit #

Signature of Purchaser

Title

Highland City, Utah

ORDINANCE NO. 2024-_____

AN ORDINANCE REPEALING AND ESTABLISHING A REIMBURSEMENT PROGRAM FOR FENCE RECONSTRUCTION ALONG THE EAST SIDE OF ALPINE HIGHWAY AND RELATED MATTERS

WHEREAS, Highland City may expend public funds for public purposes and benefit;

WHEREAS, a theme wall fence (“**Original Fence**”) was installed along Alpine Highway fence by the developers and/or owners of the properties on the east side of Alpine Highway, which Original Fence is privately owned and is to be maintained by the owners of the adjacent property;

WHEREAS, the Original Fence is deteriorating and needs repair or replacement;

WHEREAS, the Highland City Council finds that there is an important aesthetic and placemaking value to have a consistent and well-maintained fence along Alpine Highway, and that replacing the Original Fence will beautify an important entry corridor in Highland City, all of which inure to the benefit of Highland City and its residents;

WHEREAS, the Highland City Council desires to facilitate and assist with the replacement of the Original Fence with a new, high-quality, and attractive fence by establishing a grant program that will reimburse residents who replace the Original Fence with a fence of a type and material approved by Highland City (“**Replacement Fence**”);

WHEREAS, the Highland City Council desires to repeal, replace, and supersede the previous reimbursement and replacement fence program adopted as Ordinance 2024-18.

NOW THEREFORE, BE IT ORDAINED by the Highland City Council as follows:

SECTION 1. Highland City hereby establishes a grant and reimbursement program (“**Program**”) as follows:

- a. Total Funding: \$240,000 over three (3) years (FY 2025, FY 2026, and FY 2027)
- b. Funding Available per Year: \$80,000
- c. Funding Available to Applicants: \$50.00 per linear foot of fencing. Amounts will be paid to applicants as reimbursement of costs after removal of the Original Fence, installation of the Replacement Fence, and completion of all repairs, restoration, and remediation to non-Resident property.
- d. Design and Material: Replacement Fence required to be of the design and material and by the contractor approved by the City Council.
- e. Clustering: Minimum of **five** adjacent properties must apply together to qualify for Program.

- f. Damage: Resident will be responsible for costs to repair damage to non-Resident property, including landscaping, sidewalks, sprinklers, trees, and sod. Reimbursement may be withheld to cover such costs, if necessary.

SECTION 2. The Highland City Council directs the mayor, city administrator, and city staff to implement and administer the Program and to create and adopt rules, policies, procedures, and forms to implement and administer the Program.

SECTION 3. Receipt of funds by an applicant through the Program is conditioned on compliance with this Ordinance and all rules, policies, procedures, and forms created and adopted to implement and administer the Program.

SECTION 4. Nothing in this Ordinance assumes or accepts any ownership, liability, or responsibility by Highland City, its officers, officials, employees, agents, and representatives, of or regarding the Original Fence or the Replacement Fence or any activity related thereto. The Original Fence, the Replacement Fence, any other fence that replaces the Original Fence, and any maintenance, repair, demolition, reconstruction, or other activity related to such fences is the sole responsibility and under the sole control and ownership of the property owner.

SECTION 5. Nothing in this Ordinance guarantees or may be relied on as confirmation of the availability of funding for the Program. Continuation of the Program requires the appropriation of funds according to the City's budgetary procedures in accordance with governing law and the exercise of the City Council's legislative discretion. The failure to appropriate funds shall terminate the Program.

SECTION 6. This ordinance shall repeal, replace, and supersede Ordinance 2024-18.

SECTION 7. This ordinance shall take effect immediately upon its adoption and publication, in accordance with law.

ADOPTED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this _____ day of _____, 2024.

Mayor

ATTESTED:

City Recorder

COUNCILMEMBER

YES

NO

Brittney P. Bills

Ron Campbell

Doug Cortney

Kim Rodela

Scott L. Smith



CITY COUNCIL AGENDA REPORT

ITEM #3b

DATE: August 20, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Jeff Murdoch, Assistant Public Works Director
SUBJECT: 6400 West Culinary Pipe Connection
TYPE: General City Management

PURPOSE:

The City Council will consider approving a contract with Skip Dunn & Sons Excavation connecting a 10' Culinary water main in 6400 West that is necessary for proper looping and system connectivity.

STAFF RECOMMENDATION:

Staff recommends that the City Council APPROVE a contract with Skip Dunn & Sons Excavating to complete a connection of a culinary pipe located near the Foxwood development in 6400 W.

PRIOR COUNCIL DIRECTION:

Not applicable.

BACKGROUND:

Plans for a previous development in 2006 indicate that there was a 10" culinary pipe that was installed in this section of 6400 W. As the Foxwood development has moved forward to connect to the city's culinary pipeline, as approved for development, it was discovered that there is a section of pipe missing in the 10" line in 6400 W. This culinary pipe is important for connectivity and looping of our system so that we can provide the proper flows and pressures to the residents of Highland and follow the recommendations of our current water model. This connection is not necessary just for the Foxwood development, but our system as a whole and staff was under the impression that the connection already existed.

A quote from Skip Dunn & Sons Excavating to connect the missing 10" Ductile Iron Pipe to our system is \$57,070.04. We have been in communication with Millhaven Development discussing the possibility of their participation financially with this addition. Again, because this pipe is not a requirement just for the Foxwood development, the City can not require Millhaven to pay for the costs. Millhaven is currently looking into any cost-saving opportunities that the City has assisted them with in redesign of the original plans that were submitted. If savings are identified by Millhaven, they have agreed to contribute those savings to the cost of this project which will provide some savings for the City.

FISCAL IMPACT:

The cost of this project is \$62,777.04 with a 10% contingency. Funding for this expense is included within the FY2025 budget as follows:

- \$62777.04 in 55-40-41 System Repairs in the Culinary Water Fund

MOTION:

I move that City Council APPROVE a contract with Skip Dunn & Sons Excavating to add a 10" Culinary water main connection in 6400 W. and AUTHORIZE the City Administrator to sign the necessary contract.

ATTACHMENTS:

1. 6400 Water line bid revised
2. 6400 W. Culinary 2024-08-14 131422

Skip Dunn & Sons Excavating

230 North Geneva Road
Orem, UT 84058

Phone: (801)226-0359
Fax: (801)224-8832

To: Highland City	Contact:
Address: 5378 West 10400 North Highland, UT 84003	Phone: (801)756-5751
	Fax: (801)756-6903
Project Name: Foxwood Estates Water Line Bid	Bid Number:
Project Location:	Bid Date: 8/7/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
05-Water					
1	Connect To Existing Water Main W/ New 10" Gate Valve	2.00	EACH	\$5,407.47	\$10,814.94
2	10" Ductile Main	250.00	LF	\$90.96	\$22,740.00
3	10"x6" Tee, Valve, And Cap For Temporary Blow Off, Testing, Installing And Removing Fire Hydrant And Capping Tee.	1.00	EACH	\$7,054.85	\$7,054.85
4	Bedding Material	135.00	TON	\$13.13	\$1,772.55
5	Potholing	1.00	LS	\$6,771.06	\$6,771.06
6	Valve Concrete Collars	2.00	EACH	\$518.51	\$1,037.02
7	Traffic Control	1.00	LS	\$2,029.62	\$2,029.62
8	Remove Asphalt On 6400 W	500.00	SF	\$1.58	\$790.00
9	Replace Road Base	2,000.00	SF	\$2.03	\$4,060.00
Total Price for above 05-Water Items:					\$57,070.04

Total Price for above Items: **\$57,070.04**

Total Bid Price: **\$57,070.04**

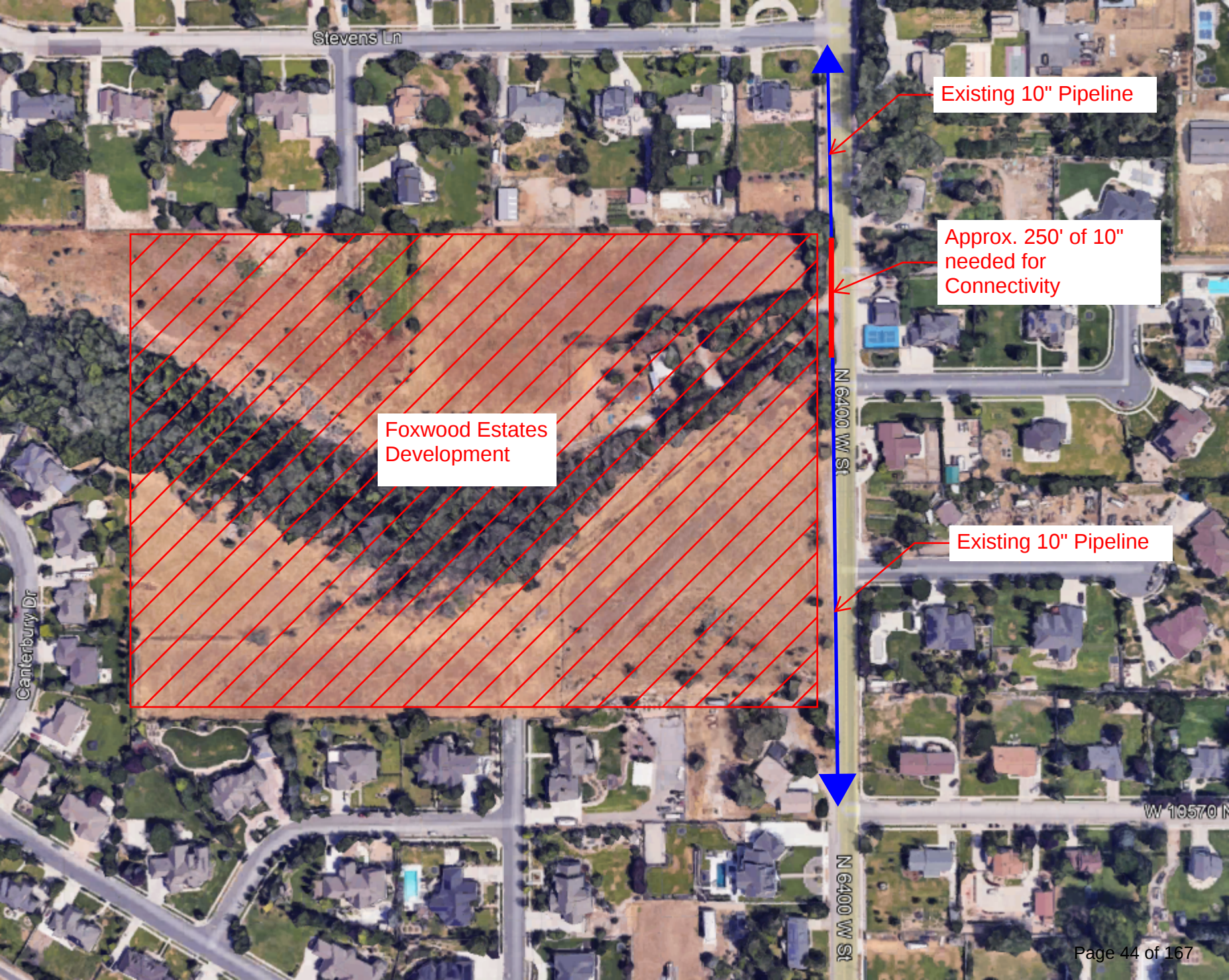
Notes:

- Prices Do Not Include Any Permits, Fee, Layout or Engineering.
- Prices are for estimating purposes only actual billing will be off of measured quantities.
- Power trench, crossings, gas crossing or conduit is not Included in this quote.
- Price does not include any haul off of native trench material. Fill will remain onsite.
- Skip Dunn Excavating Is Not Liable For Inadequate Temperatures For Paving Schedule. Pave Date May Change Due To Weather. Due to city standards.
- Price and Schedule may change do to material cost and availability.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner. A 2% monthly finance charge will be assessed on all past due amounts.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Skip Dunn & Sons Excavating Authorized Signature: _____ Estimator: Layne Smith 801-226-0359 Laynesmith@live.com
---	--



Stevens Ln

Existing 10" Pipeline

Approx. 250' of 10"
needed for
Connectivity

Foxwood Estates
Development

N 6400 W St

Existing 10" Pipeline

Canterbury Dr

W 19570 N

N 6400 W St



CITY COUNCIL AGENDA REPORT

ITEM #4a

DATE: August 20, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Fencing Setbacks for Double-Fronted Lots
TYPE: Land Use (Legislative)

PURPOSE:

The City Council will consider amending the City's fencing regulations related to double-fronted lots.

STAFF RECOMMENDATION:

Staff recommends that the City Council, per its direction from August 6, 2024, ADOPT the proposed ordinance.

PRIOR COUNCIL DIRECTION:

On June 18, 2024, and July 2, 2024, the City Council held public hearings and considered numerous amendments to the City's fencing regulations. As part of those amendments, the Council continued consideration of amendments related to rear property line fencing setback requirements on double fronted lots.

On August 6, 2024, the City Council again discussed amendments related to rear property line fencing setback requirements on double fronted lots. The Council voted, 3-2, to direct staff to prepare an ordinance to allow for a limited exception allowing privacy fences on double-fronted lots for up to 50% of the rear property line.

BACKGROUND:

Pursuant to the City Council's August 6, 2024, direction, staff have prepared an ordinance that allows for privacy fencing on the rear (street-side) property line of double-fronted lots to be located on the rear property line for up to 50% of the rear property line. This means that a double-fronted lot could have full privacy fencing on the rear property line so long as less than 50% of the rear property line fronted on a street. If the street-fronting portion of the rear property line exceeded 50% of the length of the rear property line, then the resident would need to follow the normal setback requirements or make the fence 66% open for the portions above 50%. The proposed language is as follows:

ii. A fence shall be set back a minimum of fourteen (14) feet from the back of curb on all sides that abut a street. This setback may be reduced to be six (6) feet from the back of the curb, up to on the property line, in the following circumstances:

- (1) if for all side and rear property line fencing, if the fence is 66% open and is at least six (6) feet from the back of the curb; or
- (2) for rear property line fencing, the setback may be reduced if the portion of the property immediately adjacent to the street is less than fifty percent (50%) of the total length of the rear

property line.

Other provisions of the code are updated to reflect this change. The ordinance also directs staff to prepare and update the diagrams in the City's Code and the City's fencing guide sheet to reflect the amendments made by the City Council.

FISCAL IMPACT:

No anticipated fiscal impact.

MOTION:

I move that City Council ADOPT and APPROVE the ordinance amending section 3-612 of the Development Code related to double-fronted lots.

ATTACHMENTS:

1. Ordinance - Double-Fronted Lot Fence Setbacks

Highland City, Utah

ORDINANCE NO. 2024-_____

**AN ORDINANCE AMENDING HIGHLAND CITY DEVELOPMENT CODE 3-612
RELATED TO FENCE REGULATIONS FOR DOUBLE-FRONTED LOTS**

WHEREAS, Highland City is authorized to enact land use regulations that govern the use and development of property;

WHEREAS, Highland City has previously adopted regulations regarding fences and retaining walls;

WHEREAS, the Highland City Council desires to further amend its fencing and retaining wall regulations to adjust requirements related to fencing along rear property lines of double-fronted lots to allow for greater flexibility in fencing options and increased privacy for residents.

NOW THEREFORE, BE IT ORDAINED by the Highland City Council as follows:

SECTION 1. Section 3-612 of the Highland Development Code is amended as shown in Exhibit A, attached hereto.

SECTION 2. The City Council directs staff to provide updated diagrams to correspond to current fencing regulations to be included where indicated within Exhibit A, and to publish such diagrams with such other information as staff determines is useful as a guide for fence permit applicants.

SECTION 3. The City Recorder, under the supervision of the City Administrator and City Attorney, may make non-substantive corrections to any portion of this ordinance and to the City codes referenced herein for grammatical, typographical, numbering, and consistency purposes in accordance with the expressed intent of the City Council.

SECTION 4. All ordinances and parts and provisions thereof in conflict with this ordinance are repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its adoption and publication, in accordance with law.

ADOPTED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this _____ day of _____, 2024.

Mayor

ATTESTED:

City Recorder

COUNCILMEMBER**YES****NO**

Brittney P. Bills

Ron Campbell

Doug Cortney

Kim Rodela

Scott L. Smith

EXHIBIT A

3-612. Fences, Theme Walls, Screen Walls, and Retaining Walls

...

3. Fences. All fences shall comply with the following regulations in addition to all other applicable regulations set forth in this Chapter:

a. Location

i. Fences may be installed on the side and rear lot lines behind the front setback of the applicable zone. A fence along the side lot lines may extend into the front set back up to fourteen (14) feet from the back of curb if the fence is a maximum height of three (3) feet.

ii. A fence shall be set back a minimum of fourteen (14) feet from the back of curb on all sides that abut a street. This setback may be reduced to be six (6) feet from the back of the curb, up to on the property line, in the following circumstances:

(1) if for all side and rear property line fencing, if the fence is 66% open and is at least six (6) feet from the back of the curb; or:

(2) for rear property line fencing, the setback may be reduced if the portion of the property immediately adjacent to the street is less than fifty percent (50%) of the total length of the rear property line.

iii. All fences shall not exceed three (3) feet in height in the clear vision area and shall comply with the clear view area requirements as defined in Section 3-610 Clear View of Intersecting Streets.

iv. In no event shall a fence be installed within the front setback of the applicable zone parallel to a street.

b. Materials

i. Permitted: Vinyl, wood, open style metal fencing with the appearance of wrought iron, precast concrete, concrete, steel cable, gabion, stone, masonry, and hog/horse wire within wooden or metal beams and posts. Hog/horse wire without beams are permitted for animal enclosures required for large animals.

ii. Prohibited: Chain link and all other materials not listed above are prohibited.

c. Specific lot considerations

i. Typical Lot

[DIAGRAM]

~~(1) The setback along the street may be reduced to be on the property line if the fence is 66% open and is at least six(6) feet from the back of the curb.~~

ii. Corner Lot

[DIAGRAM]

(1) The setback along the side property line adjacent to a street may be reduced to be six (6) feet from the back of curb, up to on the property line, if the fence is 66% open ~~and is at least six (6) feet from the back of the curb.~~

iii. Double-Fronted Lot

[DIAGRAM]

(1) The setback along the rear property line adjacent to a street may be reduced to six (6) feet from the back of curb, up to the property line, if the fence is 66% open or if the portion of the property immediately adjacent to the street is less than fifty percent (50%) of the total length of the rear property line.

~~iiiv.~~ Lots adjacent to trails or open space

~~iv.~~ Highways/arterial lot

~~vi.~~ Lots with side or rear property lines adjacent to a golf course facility



CITY COUNCIL AGENDA REPORT

ITEM #5a

DATE: August 20, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Rob Patterson, City Attorney/Planning & Zoning Administrator
SUBJECT: Verizon Cell Tower Lease
TYPE: General City Management

PURPOSE:

The City Council will discuss the potential to lease property within Mitchell Hollow Park to Verizon for a new cell tower.

STAFF RECOMMENDATION:

Staff recommends that the Council give direction to staff on whether to continue discussions regarding a lease for a new cell tower and any conditions or limitations the Council would like to see related to such a lease.

PRIOR COUNCIL DIRECTION:

No prior Council discussion.

BACKGROUND:

Verizon has contacted City staff regarding potential sites for a new cell tower located generally between 6400 W and 6800 W along 10400 North. As part of those discussions, staff discussed the option of locating a tower on City property within Mitchell Hollow park near the City's well. Staff reviewed the site internally and determined that there were two locations near the well site that would be acceptable, as they would not interfere with the well or operations, are on non-landscaped ground, and would not directly impact any park facilities or the trail. Verizon has reviewed the proposed locations and determined that they may be suitable for their purposes. Attached to this report is a site map showing the two proposed locations.

Before beginning any significant design work on the tower, staff and Verizon desired to obtain the Council's input as to whether the Council would be amenable to a cell tower in this location and, if so, what limitations or conditions of approval the Council would like to see. The purpose of this discussion is not to finalize any particular details (rent, location, tower height, etc.), but to gauge the Council's interest in this arrangement.

Cell towers are a generally conditionally permitted use within the R-1-40 zone, however, the City's regulations related to cell towers and other wireless telecommunication facilities found in [municipal code 13.44](#) provide that cell towers on city property are a permitted use. In general, the City's regulations direct that cell towers are to be limited to 80 feet in height (multi-user cell tower), with 13 feet wide, 8 feet high antenna assemblies. These types of towers are to be located a minimum of 120 ft. (1.5x height) away from building lots. A tower in the proposed well site locations would be

approximately 300 feet from the closest residential lot.

POTENTIAL TERMS

Because this is a lease arrangement, rather than strictly a land use approval, the Council can set reasonable terms for the use and lease of City property. The City has two existing cell towers on City property (near Meiers), owned by American Tower and Crown Castle. The general terms of those leases are:

- Rent (annual or monthly): \$1,349.84 monthly (\$16,198.08 annually) from American Tower, increasing 4% annually, and \$28,532.74 annually from Crown Castle, increasing 20% every 5 years
- American Tower made a one-time payment of \$15,000
- Grant lease and access easements to the cell companies
- Contracts have five-year terms, with automatic renewals subject to prior notice of cancelation
- No terms regarding cell tower design

The Council can use some or all of these provisions in a potential lease agreement with Verizon. The Council could also require stealth-type design (tree-like appearance) or non-metallic appearances to reduce the visual impact of the tower.

FISCAL IMPACT:

No anticipated fiscal impact. If a lease is approved, Verizon would cover all costs of construction and pay the City rent for the leased property in an amount to be negotiated.

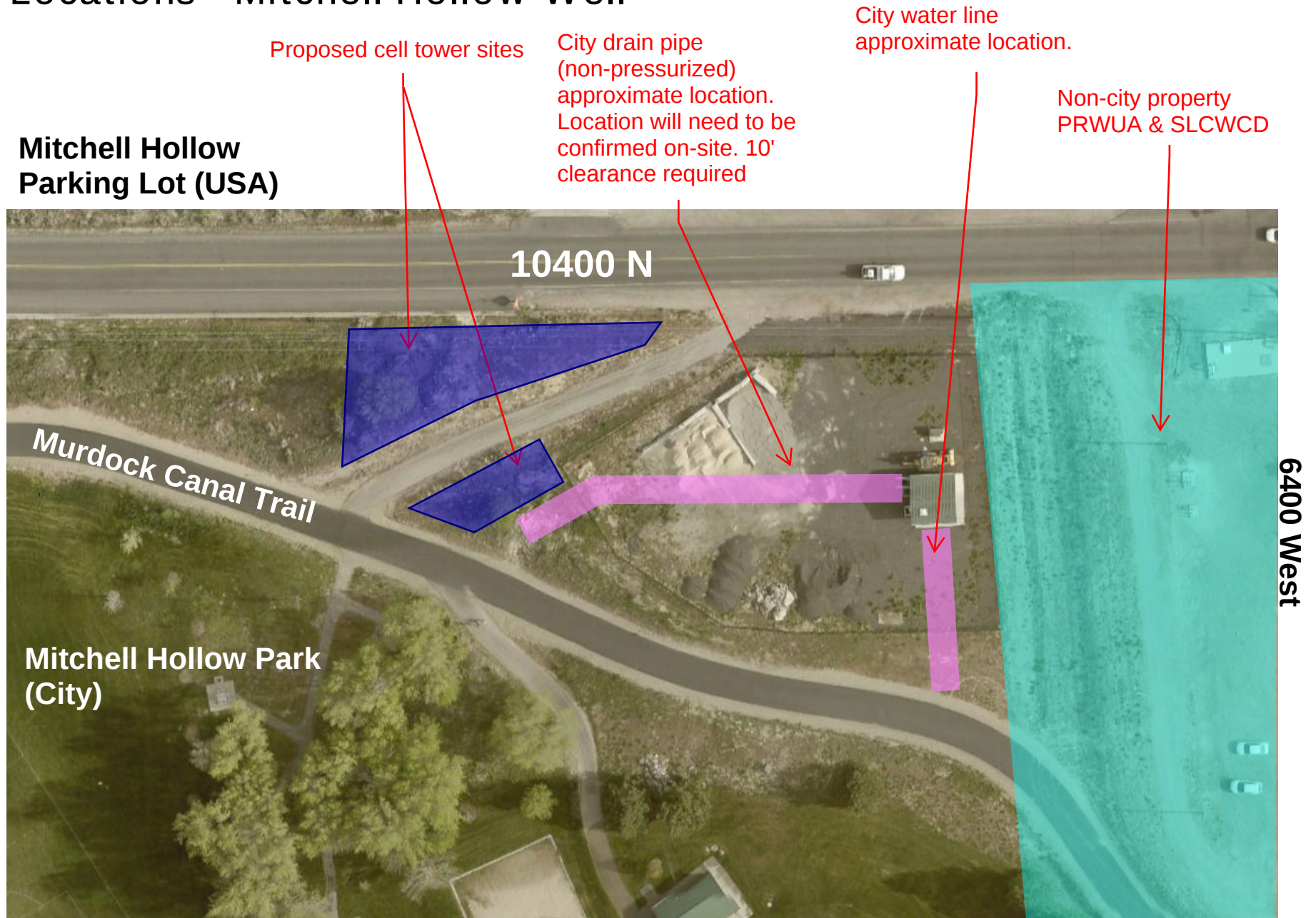
MOTION:

No motion - item for discussion only.

ATTACHMENTS:

1. Verizon Sketch Site Map

Verizon Proposed Cell Tower Locations - Mitchell Hollow Well





CITY COUNCIL AGENDA REPORT

ITEM #5b

DATE: August 20, 2024
TO: Honorable Mayor and Members of the City Council
FROM: Erin Wells, City Administrator
SUBJECT: Personnel Policies Update - Administrative Comp Leave & City Property When An Employee Leaves Employment
TYPE: General City Management

PURPOSE:

The City Council will consider recommended edits and clarifications to the City Personnel Policies related to Administrative comp leave and how the City is allowed to charge for City property an employee retains when they leave employment.

STAFF RECOMMENDATION:

Staff recommends Council consider the proposed amendments, provide feedback on any edits the Council would like to see, and direct staff to prepare a resolution to adopt the proposed changes at a future Council meeting.

PRIOR COUNCIL DIRECTION:

The Council last amended the City's Personnel Policies on the topic of FMLA updates on June 4, 2024.

BACKGROUND:

Administrative comp leave time is paid leave commonly provided by government employers to exempt, salaried employees who frequently work more than 40 hours per week, but due to their exempt status, are not eligible for overtime. For at least the past 11 years, Highland has been providing administrative comp leave to its exempt employees. These employees currently include the City Administrator, Assistant City Administrator, City Attorney, Finance Director, City Engineer, Assistant Public Works Director, and Library Director. While this leave is mentioned twice in the personnel policies, it is currently not fully defined and there has recently been some confusion about how it is intended to function. To provide clarity on the City's intention for the leave, staff has drafted a policy addition that fully defines administrative comp leave time. That policy addition is attached. In summary, admin comp leave is 80 hours of paid leave per employee's anniversary year and is "use it or lose it" each year. The leave can be used for any purpose, and it is not eligible to be paid out to an employee if they separate employment with the City.

Staff is also requesting a separate personnel policy amendment having to do with how the City can charge employees for items that are owned by the City and are not returned upon departure of the employee. Our current policy states that the City can not withhold pay if an employee retains City-owned equipment (such as tools or a computer) unless the employee has agreed to withholding payment in writing. To this point, the City has not required any kind of agreement, which subsequently puts the City at financial risk. As such, staff is recommending that the section requiring written approval to withhold

pay be repealed. The City would still follow any state and federal law requirements related to withholding wages. To staff's knowledge, the City has not had any incidents with City staff where this has been an issue. It is simply an area of policy that was identified as something that should be corrected to prevent potential issues in the future.

FISCAL IMPACT:

No fiscal impact.

MOTION:

Not applicable. This item tonight is for discussion purposes only.

ATTACHMENTS:

1. Policy Update Drafts
2. Personnel Policy Manual Amended 06.04.2024

ADMINISTRATIVE COMP LEAVE TIME

Exempt employees are entitled to 80 hours of paid administrative comp leave annually. This leave is provided in an effort to compensate those employees who are ineligible to earn overtime, but are frequently required to attend meetings and to other City duties before or after normal business hours in addition work their performed during normal office hours. This leave is considered "use it or lose it," meaning any unused leave at the end of the employee's anniversary year will be forfeited without compensation.

Accrual and Carryover

- **Accrual:** Administrative comp leave does not accrue on a regular basis. Employees are granted a total of 80 hours at the beginning of their anniversary year.
- **Carryover:** No carryover of administrative comp leave is allowed. Any unused leave is forfeited at the end of the anniversary year.

Usage

- **Purpose:** Administrative comp leave may be used for vacation, personal time, sick leave, or other personal reasons at the employee's discretion.
- **Approval:** Employees are generally required to seek approval for using administrative comp leave, but depending on circumstances, the employee may use administrative comp leave, such as for the use of sick leave, without notice.

Recordkeeping

- **Timekeeping:** Employees are responsible for tracking their use of administrative comp leave on their timecard.

Additional Considerations

- **Severance:** Employees are not entitled to payment for unused administrative comp leave upon retirement or separation from employment.
- **Modifications:** The City reserves the right to modify this policy at any time.

5. RETURN OF CITY PROPERTY

A. Employees are responsible for City property issued to them by the City which is in their possession or control. Upon termination or resignation, an employee shall return to the City all of the City property in their possession or control, such as the following:

- (1) Credit Card
- (2) Insurance Cards
- (3) Tools
- (4) Equipment
- (5) Keys
- (6) Uniforms
- (7) Employee Handbook
- (8) Manuals
- (9) Vehicles
- (10) Gas Cards
- (11) Protective Equipment
- (12) Written Materials (includes those produced or developed as a consequence of work performed for, or otherwise directly on behalf of the City)

B. The above list is not intended to be all inclusive, and other City property, material(s) or equipment issued to employees and/or within their control and possession, shall also be returned.

C. Employees are required to return all City-owned equipment, property and accessories checked out to them and which they agreed to return in good condition. The value of such items owned by the City that are not returned promptly when requested will be deducted from any pay otherwise due the employee; ~~to the extent agreed upon with the employee and by written authorization of the employee and as~~ allowed under applicable state and federal law.



HIGHLAND CITY

PERSONNEL POLICIES

AND PROCEDURES MANUAL

FOR

HIGHLAND CITY

Approved May 16, 2023

Updated June 4, 2024

This document supersedes all personnel policies and procedures previously established or approved by Highland City.

PREFACE

Highland City's Personnel Policies and Procedures Manual (Manual) is simply a written guide for management and staff. As an employee of Highland City, you are expected to read, understand, and follow the policies and procedures contained in this Manual. If this Manual conflicts in any manner with applicable federal or state laws or regulations, Highland City will comply with the laws and regulations.

THIS MANUAL IS NOT, AND SHALL NOT BE CONSTRUED AS, AN EXPLICIT OR IMPLIED CONTRACT, SHALL NOT MODIFY ANY EXISTING AT-WILL STATUS OF ANY HIGHLAND EMPLOYEE, AND SHALL NOT CREATE ANY DUE PROCESS REQUIREMENT IN EXCESS OF FEDERAL OR STATE CONSTITUTIONAL OR STATUTORY REQUIREMENTS.

No employee, officer, agent or other representative of Highland City, except the Highland City Council, or its designee, has any authority to enter into any agreement for employment for any specified period of time or to make any agreement or representation, verbally or in writing, which alters, amends, or contradicts the provisions of this Manual.

It is also the policy of Highland City to comply with all federal and state equal employment opportunity guidelines and laws. All employment decisions will be made without unlawful regard as to race, color, religion, sex, sexual orientation, national origin, age, genetic information, pregnancy, disability, status as a veteran or member of reserve components, and any other attribute or condition protected by law.

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

Highland City reserves the right to change any of its policies and/or procedures at any time in the future for any reason and without notice.

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SECTION 1: EMPLOYEES TO READ AND FOLLOW THIS MANUAL

1. SUPERVISOR RESPONSIBILITIES.

The City Administrator, or designee, will ensure that each employee receives a copy of this Manual, or has access to it online, and that the employee signs and dates a Policy Statement and Acknowledgment Form stating receipt of the Manual. The City Administrator, or designee, should then file the signed and dated Policy Statement and Acknowledgment Form in the employee's personnel file.

2. EMPLOYEE RESPONSIBILITIES.

Employees are responsible for informing themselves about the policies, practices, and benefits set forth in this Manual by reading them and, if necessary, asking that they be explained to them. Additionally, all employees are required to sign and date a Policy Statement and Acknowledgment Form acknowledging receipt of this Manual.

End of Section 1

SECTION 2: EMPLOYEE HIRING

1. EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER.

It is the policy of Highland City to comply with Equal Employment Opportunity standards of federal, state and local laws in all phases of personnel administration: job structuring, recruitment, examination, selection, appointment, placement, training, compensation, upward mobility, discipline, etc., without unlawful regard as to race, color, religion, sex, sexual orientation, national origin, age, genetic information, pregnancy, disability, status as a veteran or member of reserve components, and any other attribute or condition protected by law.

2. EMPLOYMENT.

Job descriptions defining the essential functions of the vacant position should be drafted and adopted before a vacancy is posted or otherwise advertised internally or externally.

3. RECRUITMENT.

All recruitment shall be conducted in accordance with Highland City's equal opportunity guidelines and all applicable laws.

- A. Internal Promotions. It is Highland City's policy to give first consideration to current employees desiring to fill an open job position.
- B. External Advertising.
 - (1) Only the City Administrator, or designee, is authorized to place advertisements and respond to inquiries from employment agencies and/or job applicants.
 - (2) Each job opening notice should contain a statement indicating that Highland City is an equal opportunity employer.
 - (3) Job opening notices should be advertised by any means the City Administrator deems appropriate for at least three (3) days.

4. SELECTION.

- A. Nepotism. It is the policy of Highland City to comply with the provisions of Utah's Anti-Nepotism Act, Utah Code 52-3-1, *et seq.*
- B. Employment of Minors. It is the policy of Highland City that no one under the age of fourteen (14) shall be hired for any position.
- C. Rehires. Job applications received from former employees will be processed using the same procedures and standards that govern all applications. The City Administrator, or designee, may review the former employee's personnel records and the circumstances surrounding termination of previous employment with Highland City.

- (1) Former employees who have been terminated for cause, or who voluntarily resign while facing disciplinary action, are generally not eligible for rehire.
 - (2) Applicants who are rehired shall be required to serve a probationary period.
- D. Residency. There is no residency requirement for the City's employee workforce as a whole. Neither initial nor continuing residency within the City shall be a condition of employment, provided that an employee's selection of residency does not interfere with the daily performance of his or her duties and responsibilities. However, there may be specific positions of employment within the City which may, for public safety or other reasons, necessitate that an employee live a specific distance from the City or his or her place of employment in order to respond and provide necessary services in a timely manner, and nothing herein shall preclude the City from developing specific policies and/or requirements which may provide such residency limits where they are deemed to be in the best interests of the City and the safety and welfare of the citizens.
- E. Job Applications. All interested job applicants shall complete a Job Application.
 - (1) All applications and resumes received for the job opening will be forwarded to the City Administrator, 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 after the record was made or personnel action taken, whichever is later.
 - (2) Job applications shall be signed by the job applicant and the truth of all information contained therein shall be certified by the job applicant's signature. The job applicant shall provide a copy of required certified educational transcripts either with the application or upon hire.
- F. Tests. Job applicants may be required to take tests, which Highland City deems necessary for a specific position. Highland City shall make reasonable accommodations for testing to the extent required by law.
- G. Job Applicant Disqualification. An application may be rejected for, but not limited to, the following reasons, when the job applicant:
 - (1) Does not meet minimum qualifications established for the position.
 - (2) Is physically or mentally unable to perform the essential duties and responsibilities of the position with, or without, reasonable accommodation(s) (determined only after a conditional offer of employment, pending the results of a medical examination, has been extended to a job applicant).

- (3) Has falsified a material fact or failed to complete the application.
- (4) Has failed to timely file the application.
- (5) Has an unsatisfactory employment history or poor work references.
- (6) Has failed to attain a passing score, if an examination is required.

H. Interviewing.

- (1) The City Administrator, or designee, will select applicants to interview from those who have passed any preliminary screening tests and submitted job applications. The essential functions and qualifications required for a job should be considered during the initial screening of job applicants.
- (2) Individuals conducting job interviews shall only ask questions that pertain to the job position. Prior to conducting an interview, all interviewers shall review current and reliable sources of information regarding the types of question that are permissible and those that are not permissible during an employment interview.

I. Reference Checks. In order to facilitate references checks, written permission should be obtained from the applicant using the Applicant's Consent to Release Information Form. Highland City may contact the references for each job applicant and ask job-related questions, which include similar questions for each job applicant checked.

5. PLACEMENT.

A. Job Offers. After a job applicant is selected, the City Administrator, or designee, shall notify the successful job applicant of his or her conditional selection through a written conditional job offer letter. The written conditional job offer letter shall clearly state the job description, salary conditions, and any provisional conditions of employment (i.e., successfully passing drug/alcohol tests). Additionally, the written conditional job offer letter may state that the offer is not accepted until the candidate signs the written conditional job offer letter and returns it to Highland City by the requested date. The original job offer letter should be filed in the employee's file and a copy should be given to the new employee during orientation. Written conditional Job Offer Letters should also include the following:

- (1) A clear statement of the job description.
- (2) The employee's starting salary. Starting salary offers for exempt positions shall state that the position is exempt and specify the salary for a specified period, such as a two (2) week period. Starting salary offers for

non-exempt positions shall specify an hourly wage.

- (3) The employee's job title.
 - (4) The employee's supervisor.
 - (5) Any relocation commitments, if applicable.
 - (6) Highland City's at-will employment policy.
 - (7) The employee's starting date.
 - (8) The length of the employee's probationary period.
 - (9) Notice of any condition employment is contingent upon, such as passing a background examination, drug tests, medical/physical examinations, etc.
- B. Job Rejection Letters. Within five (5) working days after the job offer has been accepted, non-selected job applicants may be notified.
- C. Medical Examinations. Once Highland City has extended a conditional job offer to the job applicant, a medical interview or examination may be required by a health professional chosen by Highland City to determine a job applicant's ability to fulfill essential job-related requirements with or without reasonable accommodations. Only the City Administrator may authorize such interviews or physical examinations. All costs for required medical interviews or physical examinations will be borne by Highland City. The prospective employee must sign a written release of this information to Highland City.
- D. Reinstatements. Employees who are reinstated may maintain their original anniversary date for seniority purposes, as well as for those benefit programs governed by the anniversary date, 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 Highland City within one (1) year after date of termination.
 - (2) Voluntary resignations. Employees who voluntarily terminate their employment with Highland City may maintain their original anniversary date, subject to the City Administrator's approval, if they are re-employed by Highland City within six months after date of termination.
- E. Hiring New Employees.
- (1) Required for All Employees. The City Administrator, or designee, is

responsible for having new employees fill out all pre-employment forms, benefit applications, enrollment forms, and providing basic information on Highland City's policies concerning pay, vacation, holidays, sick leave, benefits, parking, and work hours during the employee's first week of work.

- (2) Additional Requirement for Employment of Minors. Highland City will comply with all applicable laws, including child labor laws and compulsory school attendance laws. **A supervisor of an employee who is a minor shall review the United States Department of Labor Wage and Hour Division Fact Sheet regarding Child Labor and strictly comply with all rules, restrictions, and limitations.**

F. Orientation. Newly hired Highland City employees shall complete all required paperwork and may receive an orientation during their first week of work. The employee should complete all paperwork requested during orientation and throughout employment.

- (1) Although the City does not discriminate on the basis of citizenship or national origin, we only employ United States citizens and aliens who are authorized to work in the United States. In compliance with the *Immigration Reform and Control Act of 1986*, each new employee, as a condition of employment, must complete the Employment Verification Form I-9 and present documentation establishing identity and employment eligibility. Failure to present the requisite documentation within 3 working days from the date of hire may result in termination of employment. Former employees who are rehired must complete an I-9 form.
- (2) All new employees shall complete and sign a Form W-4 Federal Withholding Statement.

G. Probationary Period.

- (1) All new employees shall be subject to a probationary period. During this period, probationary employees' employment is at-will and may be terminated with or without notice for any reason that is not unlawful or for 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. A probationary period may be extended in writing at Highland City's discretion for an additional six (6) months.
- (3) An employee on probation should have a performance evaluation before the end of the probationary period. This performance evaluation provides 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 his or her job/position.

- (4) Employees who are promoted or transferred within the City shall complete a secondary probationary period of the same length with each reassignment to a new position, which is six (6) months after their date of reassignment to a new position.
 - (a) In cases of promotions or transfers within the City, an employee who is not successful in the new position can be removed from that position at any time during the secondary probationary period. If this occurs, the employee will be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the City's needs.
 - (b) Benefits eligibility and employment status are not affected during the secondary probationary period that results from a promotion or transfer within the City.

6. VOLUNTEERS.

- A. "Court Ordered" Community Service Volunteer Labor may, at the discretion of the City Administrator, or designee, be accepted at Highland City.
- B. The City Administrator, with approval of the Mayor and City Council, may establish volunteer programs.
- C. The City Administrator shall develop guidelines for the use of volunteers.
- D. Prior to accepting any volunteer services, the City Administrator and the volunteer shall sign an agreement defining the nature and terms of the volunteer services.
- E. A volunteer shall be provided similar protections that an employee of Highland City is provided for:
 - (1) Workers compensation benefits for compensable injuries sustained by the volunteer while acting in the scope of volunteer services.
 - (2) Operating Highland City owned vehicles or equipment when the volunteer is properly licensed to do so.
 - (3) Liability insurance coverage offered employees.
- F. A person's volunteer service experience may be considered when determining whether a person has the minimum qualifications for an employment position with Highland City.

SECTION 3: ALCOHOL AND DRUG FREE WORKPLACE

1. 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. To the extent allowed by any and all laws applicable to an alcohol and drug free workplace, the following policies apply:

2. EMPLOYEE RESPONSIBILITIES.

- A. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
- B. Any employee convicted under a federal or state statute regulating controlled substances, or of a driving while impaired or under the influence, shall notify his or her supervisor and the City Administrator within five (5) days after the conviction.
- 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 or illegal drugs during work hours.
- E. No employee shall represent Highland City in an official capacity while impaired by alcohol or illegal drugs.
- F. No employee using medication that impairs the employee's performance shall operate a motor vehicle or engage in safety sensitive functions while on duty for Highland City.
- G. An employee who is taking medication that impairs his or her ability to perform the job tasks competently and safely must notify his or her supervisor or the City Administrator before commencing work.
- 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 his or her supervisor or the City Administrator.

End of Section 3

SECTION 4: ALCOHOL AND DRUG TESTING

1. GENERAL STATEMENT.

- A. Scope. This policy covers all employees of and applicants to Highland City. Highland City will comply with all laws applicable to drug and alcohol testing of employees, including laws applicable to employees with a commercial driver's license or work in safety sensitive positions.
- B. 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.
- C. To the extent and manner permitted by applicable laws, and in order to achieve a drug-free workplace, employees in, and applicants for, safety sensitive positions or positions requiring a CDL shall be required to participate in all of the following alcohol and controlled substances testing:
 - (1) When an applicant has been extended a conditional offer of employment but before beginning work.
 - (2) When there is a reasonable suspicion to believe that the employee is in an impaired state.
 - (3) When the employee has been involved in an "on duty accident" or unsafe work practice.
 - (4) On a random basis.
 - (5) As a condition for return to duty after testing positive for controlled substances or alcohol.
 - (6) As part of follow-up procedures to employment-related drug or alcohol violations.
- D. Applicants for all other positions may, 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.
- E. 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 as marijuana (THC), cocaine, phencyclidine (PCP), opiates, and amphetamines (including methamphetamine) and other illegal substances or substances which may only be legally obtained and used pursuant to a physician's prescription.
- (3) On Duty Accident. Any accident involving the loss of life, injury, property damage, or the issuance of a moving traffic citation to the employee.
- (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 he or she is being tested and a breath or urine sample is required, or the employee 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), and any other duties or positions deemed safety-sensitive.

2. POLICY.

A. Testing Notice.

- (1) Before performing any alcohol or drug test authorized by this policy, Highland 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, or whether it is required by both.
- (2) Highland City employees who, under Highland 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, Highland City shall provide the employee with the following notice:

- i. The drug and/or alcohol test you are being required to take is required under rules established by the Federal Highway Administration pursuant to the Omnibus Transportation Employees Testing Act of 1991.
 - ii. If you refuse to submit to the required testing, you may be subject to disciplinary action, up to and including termination.
- B. Pre-Employment Testing. Highland City may require a prospective employee who has a conditional job offer with Highland 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 .04 or higher, may be denied employment with Highland 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 Highland City's job announcements and conditional offers of employment shall contain the following notice:
 - a. All applicants selected for employment with Highland City shall be required to take a drug and alcohol test with negative results as a precondition of employment.
 - b. A positive test result or failure to submit to the required testing shall result in a withdrawal of any conditional offer of employment with Highland City.
 - (3) If the final applicant tests positive for drugs of 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 Highland City.
- C. Prohibited Conduct.
 - (1) Employees shall not use, be under the influence of (.02 BAC), or be in possession of alcohol while on duty, on Highland City premises or while in Highland City vehicles. Highland City premises includes buildings, parking lots, grounds and vehicles owned by Highland City, or personal vehicles while being used for Highland City business.
 - (2) Employees shall not use, be under the influence of, be in possession of, or be in such a condition as to test positive for alcohol or controlled substances

while on duty on Highland City premises or while in Highland City vehicles. Highland City premises includes buildings, parking lots, grounds and vehicles owned by Highland City or personal vehicles being used for Highland City business.

- (3) Employees using, possessing, distributing, dispersing, or being at the workplace under the influence of alcohol or illegal or illegally obtained/used controlled substances, shall be subject to questioning and disciplinary action.
- (4) Any employee violating this policy may be subject to termination.

D. Reasonable Suspicion Testing.

- (1) When a designated supervisor makes a determination that there is reasonable suspicion to believe that an employee performing or assigned to safety sensitive positions is using, is under the influence of, or is in possession of alcohol or controlled substances. To the extent and manner permitted by law, 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 odor of the driver which resulted in the reasonable suspicion determination. Reasonable suspicion of use of a controlled substance may also be based on observation of indications of the chronic and withdrawal effects of controlled substances.
 - iii. The required observations underlying reasonable suspicion testing must be made by a supervisor or Highland City official who has received at least two (2) hours of training on the physical, behavioral, speech, and performance indicators of alcohol and drug use.
 - iv. Observations underlying the reasonable suspicion testing must be documented in writing and signed by the supervisor or Highland City designated official within twenty four (24) hours or before the results of the test are announced, whichever is later.
 - b. 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 testing conducted pursuant to the Omnibus Transportation Employee Testing Act

of 1991 includes the following:

- a. Alcohol testing is authorized only if the observations set forth above are made during, just preceding, or just after the performance of safety sensitive functions.
 - b. If an alcohol test is not administered within two (2) hours following the identification of reasonable suspicion, the supervisor shall prepare and maintain documentation stating why the test was not administered within two (2) hours.
 - c. If an alcohol test is not administered within eight (8) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer an alcohol test and shall prepare and maintain documentation stating why the test was not administered within eight (8) hours.
- (3) Special requirements associated with reasonable suspicion drug testing conducted pursuant to the Omnibus Transportation Employee Testing Act of 1991 include the following: if a drug test is not administered within thirty two (32) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer a controlled substance test, and shall prepare and maintain documentation stating why the test was not administered within thirty-two (32) hours.
 - (4) Upon required testing due to reasonable suspicion, the employee tested shall not engage in the operation of any Highland City equipment or engage in any employment-related duties, which his or her supervisor deems dangerous to the employee or others until the results of the tests are received and the employee is released back to work by the City Administrator, or designee.

E. Random Testing for CDL Drivers.

- (1) CDL drivers may be subjected to random alcohol testing conducted pursuant to the Omnibus Transportation Employee Testing Act of 1991 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.
- (2) Drug tests may be performed at any time the driver is on duty.
- (3) Pool Testing - Consortiums.
 - a. Highland City may join a consortium with testing pools large enough so that Highland City's CDL drivers are always subject to random testing, and the required annual testing rate shall be met by

tests conducted of all drivers within the pool.

- b. If and when Highland City chooses to join a drug/alcohol testing consortium, Highland City shall designate a liaison to coordinate with the testing consortium and obtain and maintain all of the following records and information:
 - i. How the random selection pool was assembled.
 - ii. The method of selection and notification of drivers.
 - iii. The location of collection sites.
 - iv. Methods of reporting the test results on each driver.
 - v. Summary reports on the consortium's program showing that the consortium tested at the prescribed minimum annual rates for alcohol and/or controlled substances.

F. Post-Accident Testing Conducted Pursuant to the Omnibus Transportation Employee Testing Act of 1991.

- (1) Any surviving CDL driver involved in an accident resulting in a citation for a moving traffic violation or loss of human life, or surviving employee in a safety sensitive position involved in an accident involving the loss of human life, shall be tested as soon as practical for alcohol and controlled drugs.
 - a. An employee who is subject to post-accident testing shall remain readily available for such testing or shall be deemed to have refused to submit to testing.
 - b. The results of tests conducted by federal, state, or local law enforcement officers, having independent authority to conduct tests to detect alcohol or controlled substances, may be used by the employer to meet post-accident testing requirements.
 - c. Time frames for testing and consequences of failure to test:
 - i. Alcohol.
 - 1. If the test is not administered within two (2) hours following the accident, the supervisor shall prepare and submit documentation stating why the test was not administered within two (2) hours.

2. If the test is not administered within eight (8) hours following the accident, the supervisor shall cease attempts to administer an alcohol test and shall prepare and submit documentation stating why the test was not administered within eight (8) hours.

ii. Controlled Substances.

1. If the test is not administered within thirty-two (32) hours following the accident, the supervisor shall cease attempts to administer a controlled substance test, and shall prepare and submit documentation stating why the test was not administered within thirty two (32) hours.

- (2) Upon required testing due to an accident or reasonable cause, the employee tested shall not engage in the operation of any Highland City equipment or engage in any employment related duties, which his or her supervisor deems dangerous to the employee or others, until the results of the tests are received and the employee is released back to work by the City Administrator.

G. Consequences of Positive Drug/Alcohol Test conducted Pursuant to the Omnibus Transportation Employee Testing Act of 1991

(1) Alcohol.

- a. If any alcohol test result shows a blood alcohol content of 0.04 or greater, the employee shall be removed from, and cannot return to, a safety sensitive function until, at a minimum, all of the following are met:
 - i. The employee undergoes evaluation by a substance abuse professional and, where necessary, rehabilitation.
 - ii. The substance abuse professional determines that the employee has successfully complied with any required rehabilitation.
 - iii. The employee undergoes a return-to-duty test with a result of less than 0.02 BAC.
- b. If an employee's test results show an alcohol concentration of greater than 0.02, but less than 0.04, the employee shall not be permitted to perform any safety sensitive functions for at least twenty-four (24) hours.

(2) Drug/Controlled Substances. If a drug test result shows that the employee has misused a controlled substance, the employee shall be removed from, and cannot be returned to, a safety sensitive position until, at a minimum, all of the following are met:

- a. The employee undergoes evaluation by a substance abuse professional and, where necessary, rehabilitation.
- b. The substance abuse professional determines that the employee has successfully complied with any required rehabilitation.
- c. The employee undergoes a return-to-duty test with a verified negative test result for controlled substances.

(3) General.

- a. If through any of these detection methods or on his initiative, an employee tests positive or seeks rehabilitation treatment, employee should obtain an initial substance abuse evaluation.
- b. Highland City encourages employees to enroll in a counseling or rehabilitation program. An employee will be required to sign a document agreeing to the following conditions in order to remain employed with full rights and benefits:
 - i. 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. Highland 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.
 - ii. 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.

H. Follow-up Testing. Employees who have violated this policy and continue to work for Highland City shall be subject to follow-up drug/alcohol testing for a period of not less than one (1) year and not to exceed sixty (60) months.

- (1) Employees subject to follow-up testing should be tested a minimum of six (6) times in the first twelve (12) months following their return to duty.
- (2) Follow-up testing beyond one (1) year shall be based on a need assessment provided by a substance abuse professional.

I. General.

- (1) Highland City maintains the right to conduct unannounced inspections of Highland City owned property, work stations, equipment, desks, cabinets, etc.
- (2) Highland 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 Administrator, or designee.

End of Section 4

SECTION 5: UNLAWFUL DISCRIMINATION, HARASSMENT (INCLUDING SEXUAL HARASSMENT) AND RETALIATION

3. PURPOSE.

It is the goal of the City to promote a workplace that is free from any form of unlawful discrimination, workplace harassment, including sexual harassment, and retaliation. The purpose of this policy is to make it clear that the City has zero tolerance for any form of unlawful workplace harassment, discrimination and retaliation, and to establish procedures for reporting behavior prohibited by the law and this policy.

4. POLICY.

The City strictly prohibits any form of unlawful workplace harassment, discrimination and retaliation. Complaints of behavior in violation of this policy will be investigated, and violators will be appropriately disciplined, up to and including termination. This policy applies to all employees of the City. Supervisory or managerial personnel are responsible for taking proper action in accordance with this policy. This policy does not limit the City's authority to take disciplinary action against an employee for workplace conduct which it deems unacceptable whether or not that conduct satisfies the definition of unlawful discrimination, harassment, including sexual harassment, and/or retaliation.

5. DEFINITIONS.

- A. Discrimination. Discrimination means to unlawfully treat differently or exclude individuals from an employment opportunity based on the individual employee's race, color, religion, sex, age, disability, national origin and/or other characteristic protected by law.
- B. Harassment. Harassment means an act or a series of acts of an offensive nature between employees, that (i) are offensive to a reasonable person; (ii) are offensive to the employee subjected to the harassing conduct; and (iii) serve no legitimate purpose and are unlawful. Harassment in violation of this policy may include, but is not limited to, the following behavior and conduct:
 - (1) Offensive physical actions by an employee toward another employee, including, assault.
 - (2) Offensive verbal statements or actions by an employee toward or regarding another employee, including derogatory, prejudicial, stereotypical or otherwise offensive comments, slurs, jokes, posters, cartoons, pictures, e-mails, voice mail or any form of communication or computer media where a person is depicted in an insulting or demeaning manner.
- C. Sexual harassment. Conduct constituting sexual harassment is as defined in the Equal Employment Opportunity Commission guidelines, and includes, but is not limited to unwelcome or unwanted sexual advances or expectations; requests demands or pressure for sexual favors; verbal or physical conduct of a sexual nature

from someone in the workplace when (i) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or (ii) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

4. RESPONDING TO WORKPLACE HARRASSMENT AND DISCRIMINATION.

- A. Allegations of workplace harassment and discrimination. Employees who feel they have been subjected to conduct in violation of this policy or are aware of other employees who have been subjected to such conduct must report it in writing within ten (10) calendar days to his or her supervisor. If the employee's supervisor is (i) the source of the alleged conduct or (ii) not available, or if the employee is uncomfortable discussing it with the supervisor, the conduct should be reported to the City Administrator or the Human Resource Analyst.

Any supervisory or managerial personnel who becomes aware of possible workplace harassment or discrimination must immediately advise the City Administrator or Human Resource Analyst so that the matter can be investigated in a timely manner.

Allegations against City Administrator, Mayor or members of the City Council are to be sent to the Human Resource Analyst through a restricted email account or confidential mail. The grievance shall then be forwarded to the City Attorney. The City Attorney shall then determine the appropriate process to investigate the allegation.

- B. Investigation. Allegations of unlawful discrimination, harassment and/or retaliation will be promptly investigated. To the extent practicable under the circumstances, the identity of the employee alleging conduct in violation of this policy will be treated as confidential, as well as the identity of (i) any witness(es) and (ii) the alleged violator. However, information may need to be shared to the extent necessary to conduct an effective investigation. The investigation may include interviews with the person alleging the violation of the policy and witnesses. The alleged violator of the policy will also be interviewed. When the City's investigation is complete, the City will, to the extent appropriate, inform the person filing the complaint and the person alleged to have violated this policy a summary of the outcome of the investigation.

5. NO RETALIATION.

Under no circumstances will anyone be retaliated against or disciplined for complaining in good faith about or otherwise reporting unlawful discrimination, harassment and/or retaliation. Retaliation against individuals for cooperating with an investigation into violations of this policy will not be tolerated.

6. DISCIPLINE.

Unlawful discrimination, harassment and retaliation are considered to be forms of employee misconduct. Disciplinary action, up to and including termination, will be taken against any employee engaging in behavior in violation of this policy. Supervisory and managerial personnel who have knowledge of such behavior, but fail to take action to address it, will be subject to disciplinary action, up to and including termination.

7. FEDERAL REGULATIONS.

Highland City will follow and comply with all state and federal employment and anti-discrimination regulations, including those related to the Family and Medical Leave Act (FMLA), Americans with Disabilities Act (ADA), and the Pregnant Workers' Fairness Act (PWFA). Employees may request reasonable accommodations or additional information regarding their rights by communicating with their supervisor or the human resource generalist.

End of Section 5

SECTION 6: EMPLOYEE CODE OF CONDUCT

1. PROFESSIONALISM.

Highland 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.

Highland 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 Highland City plan or activity, this situation must be reported to the City Administrator immediately. Each employee is charged with the responsibility of ensuring only information that should be made available to the general public is released, and it is released in compliance with the Government Records Access and Management Act.

3. CONFIDENTIALITY.

Fellow employees may want personal information about themselves, their illness, their family and financial circumstances to be kept confidential. Employees should not discuss other employees' personal information with others who are not authorized to receive it, either inside or outside the office.

4. GIFTS AND GRATUITIES.

Highland City employees are prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan or item of monetary value from any person or entity seeking to obtain business with Highland City, or from any person or entity whose interests may be affected by the employees' performance or nonperformance of official duties. Highland 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 the public, and to avoid extra work for fellow employees. Therefore, when an employee is going to be late or will not be able to report to work, the employee must notify his or her supervisor prior to the scheduled work time. If the employee is ill or has an emergency, his or her supervisor should be notified as soon as possible on each day of absence. Workplace morale is affected when employees abuse the attendance and punctuality policy; consequently, excessive absenteeism will result in disciplinary action, up to and including termination.

6. APPEARANCE.

Highland 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 job and the tasks to be accomplished.

7. SMOKING.

In compliance with the Utah Indoor Clean Air Act, smoking is not permitted in Highland City facilities. Highland City also prohibits smoking in Highland City owned vehicles. This prohibition applies to “vaping” as well as the use of smokeless tobacco.

8. PERSONAL USE OF HIGHLAND CITY OFFICE ITEMS.

A. No Expectation of Privacy. The City provides offices, computers, work places, vehicles, desks, files, file cabinets, etc. to certain of its employees for their use to transact City business. These offices, computers, work places, vehicles, desks, files, file cabinets, etc. belong to the City and are not private, and employees shall not have any expectation of privacy with respect to any of such City-owned places, furniture or equipment. The City reserves the right to inspect and search these offices, computers, work places, vehicles, desks, files, file cabinets, etc. without notice, as it deems necessary.

B. Computer Equipment.

(1) Personal Use. The technology and communications resources of the City are for business use. De minimus personal use is permitted if extenuating circumstances exist and provided the employee does not violate Federal or state laws. It is the responsibility of the employee to ensure the limits on personal usage of public assets are understood prior to making such use. Any personal use shall not conflict with the employee’s Highland City responsibilities or normal Highland City business.

(2) All data stored on, and software developed on, Highland City owned computer equipment is the property of Highland City and may be viewed/reviewed by the City Administrator, or designee, at any time. An employee shall have no expectation of privacy as to information, photos, messages, data, etc. that is or was on Highland City equipment, including Highland City’s computers and computer systems.

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

C. Copying Machines. Any employee desiring to use Highland City owned copying machines for items of a personal nature may do so after paying for such use at the public rate which is in effect at the time of use.

D. Telephone calls.

- (1) Employees are expressly prohibited from making long distance telephone calls of a personal nature on Highland City owned telephones.
- (2) Employees may use Highland City owned telephones for local personal calls, so long as those calls are reasonable in time and frequency. Personal telephone calls must not disrupt the carrying out of employee responsibilities.

9. TIME SHEETS.

- A. All employees of Highland City are required to maintain an accurate and legible record of all their hours worked for Highland City on time sheets or using the means provided by the City for that purpose.
- B. Time records will be signed and dated by the employee and forwarded to the City Administrator, or designee, as directed for review and payment.

10. PUBLIC FUNDS AND PUBLIC PROPERTY.

A. Definitions:

- (1) For the purpose of this policy, “public funds” means money, fund, or accounts that are:
 - (a) owned, held, or administered by the City (or an interlocal entity, local district or special service district affiliated with the City); or;
 - (b) in the possession of the City (or an interlocal entity, local district or special service district affiliated with the City) that are for the purpose of performing a public function; or
 - (c) in the possession of an independent contractor of the City (or an interlocal entity, local district or special service district affiliated with the City) that is for the purpose of providing a program or service for, or on behalf of, the City (or an interlocal entity, local district or special service district affiliated with the City).
- (2) For purposes of this policy, “personal use expenditure” means an expenditure made without authority of law that is not directly related to the performance of an activity as an employee of the City (and that primarily furthers a personal interest of the employee, the family, friend or associate of the employee).
- (3) For purposes of this policy, “public property” means anything of value, including, without limitation, real estate, tangible property

and intangible property that is owned by, held by, or in the possession of the City (or an interlocal entity, local district or special service district affiliated with the City).

- B. Public funds are to be used solely for the purpose of performing authorized public functions. Public funds may not be used for a personal use expenditure. Highland City credit cards shall be used for official business only and shall not be used for the personal use expenditures. An employee shall not (i) appropriate public funds for the employees use or the benefit of another without authority of law; (ii) loan or transfer public funds without authority of law; (iii) unlawfully deposit public funds in a bank or with another person; (iv) knowingly keep a false account or make a false entry or erasure in an account relating to public funds; or (v) handle public funds in any other manner prohibited by law. In addition to disciplinary action being taken against an employee for misuse of public funds, an employee may be subjected to prosecution for any crimes committed.
- C. Public property is to be used solely for the purpose of fulfilling the employee's duties as an employee of the City or performing authorized public functions. Public property shall not be used for an employee's personal use or benefit, or the benefit of the employee's family, friends or associates, unless pre-authorized in writing by the City Administrator. An employee shall not disburse or transfer any public property without authority of law. In addition to disciplinary action being taken against an employee for misappropriating public property, an employee may be subjected to prosecution for any crimes committed.
- D. Highland City credit cards shall be used for official business only, and shall not be used for the personal convenience of an employee.

11. OUTSIDE ACTIVITIES.

Highland City employees shall not use Highland City owned property in support of outside interests and activities when such use would compromise the integrity of Highland City or interfere with the employee's duties. Specifically, an employee who is involved in an outside activity such as a civic organization, church organization, or committee unrelated to Highland 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 Highland City offices.
- C. Discourage any phone, mail or visitor contact related to the outside interest at Highland City offices.

- D. Arrange for annual leave or compensatory time off in advance to pursue the outside interest during business hours.
- E. Not use data processing equipment, postage metering machines, copiers, other Highland City owned equipment or supplies for outside interest.

12. POLITICAL ACTIVITY

- A. An employee shall not be encouraged or coerced to support a political activity, whether funds or time are involved.
- B. An employee shall not engage in political activity during work hours, unless on approved leave.
- C. An employee shall not use Highland City owned equipment, supplies or resources, and other attendant expenses (i.e., paper, email, phones) when engaged in political activity.
- D. An employee shall not 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.

13. CITY EMPLOYEES AS HIGHLAND CITY ELECTED OFFICIALS

Utah state law allows individuals employed by a city to run for elected office. To avoid a conflict of interest, if an individual is elected to a position within the city that employs them, cities are allowed to place such an employee on a leave of absence.

While campaigning, all rules and restrictions listed in the previous section above apply. If a Highland City employee is elected to a position in the city, such as City Council Member, that employee will be placed on leave without pay for the duration that they hold that elected office. Neither will that employee be subject to receive fringe benefits (medical, dental, etc.) from the City under their non-elected position.

14. SECONDARY EMPLOYMENT

- A. Highland City employment is primary.
 - (1) Employment with Highland City shall be the employee's primary employment. Highland City employees are permitted to engage in secondary or outside employment under the following guidelines:
 - (a) Outside employment must not be of a type that would reasonably give rise to criticism or suspicion of conflicting interests or duties.
 - (b) Employees are required to provide written notification to the City

Administrator, or designee, before starting any secondary or outside employment.

(2) Highland City approval process:

- (a) The City Administrator, or designee, shall review the information and determine whether the employee's secondary employment is approved or denied. Factors to consider include, but are not limited to, whether the secondary employment could negatively impact their employment with Highland City (i.e., the secondary employment could invoke a conflict of interest with the employee's employment with Highland City).
- (b) This decision shall be communicated in writing to the employee. The employee:
 - i. Shall abide by that decision;
 - ii. May appeal the decision to the City Council, whose decision shall be final; or
 - iii. May voluntarily resign his or her employment with Highland City.

15. DATING, SEXUAL OR ROMANTIC RELATIONSHIPS BETWEEN EMPLOYEES

- A. Dating, sexual relationships and/or romantic relationships between or among employees are discouraged. Any such relationship must not interfere with an employee's work. The City expects employees who become involved in such relationships to exercise discretion and maturity in the manner in which they relate to each other at work.
- B. Dating, sexual relationships, and/or romantic relationships between or among employees of different levels of authority within the City may affect the morale of co-workers by creating actual or perceived favoritism and may create potential claims of discrimination or harassment. For these reasons, any party to such a relationship should not participate in formal or informal supervision, review or evaluation of the other employee(s) in such relationship.
- C. The City reserves the right to alter work assignments of parties engaged in such relationships in order to limit their professional contact, or in extreme cases where perception of prejudice is unavoidable, terminations or suspensions may of necessity be considered or required.
- D. If an employee is or becomes involved in such a relationship, all employees involved in the relationship should immediately notify the City Administrator in writing of such relationship, and the writing must be signed by all employees

intending to be involved in the relationship.

16. SOCIAL MEDIA

- A. Social media has altered the way that people communicate. Although social media applications and social networking may allow employees to improve communication and, if authorized for use in the City workplace, increase productivity, unwise or inappropriate use of social media can negatively impact the City. Employees who violate this policy and the guidelines herein may receive consequences relative to their employment together with discipline up to and including termination.
- B. Employees must follow the City's rules of information gathering and dissemination while participating in social media. These rules include all applicable federal and state laws, City ordinances and City policies and guidelines under this handbook or otherwise. As noted elsewhere in this Manual, all communication systems must be used in an appropriate, professional manner and must be directly job-related and not interfere with normal work tasks. This policy will not be construed or applied in any way that limits an Employee's rights under the National Labor Relations Act, 29 U.S.C.A. §§ 151, *et seq.*, (as amended) or other applicable law.
- C. Employees are encouraged to post content that reflects positively on them and the City. Employees should beware of content that could reflect poorly on them or the City. Although an employee may only intend a small group to view a post, the nature of social media dictates that a much larger group will actually be able to view the post. Consequently, employees are encouraged to speak respectfully about the City's current, former and potential citizens, employees, elected and appointed officials, contractors, vendors and fellow interlocal agreement participants. Employees are discouraged from posting obscenities, slurs or personal attacks, or engage in name-calling or behavior that will reflect negatively on the employee or the City. Employees should be aware that some statements may be offensive to others, including coworkers.
- D. Employees should be aware that there is no anonymity when making comments via social media. Information contained in user's social media account is public, and can (in many cases) still be revealed even if a post is published anonymously or under a pseudonym.
- E. Unless specifically instructed, employees are not authorized, and therefore are prohibited, from speaking on behalf of the City. If an employee posts content concerning the City on a social media application, or to their social media account, the employee shall make it clear that he does not represent the City and that the post does not represent the views or official position of the City (i.e., "the views expressed are mine alone and do not necessarily reflect the views of my employer"). Employees are responsible for the content they post or host.
- F. Employees are prohibited from posting any proprietary, sensitive or other

information of the City, its employees or its citizens that is not readily available to the public and which was obtained by the employee solely through or as a consequence of his employment by the City, including, without limitation, private, controlled or protected records of the City (as such terms are defined in GRAMA) which were not obtained by the employee through compliance with GRAMA.

End of Section 6

SECTION 7: DISCIPLINE

1. STATEMENT.

This Chapter applies to all City employees. The City reserves the right to take the disciplinary action that it decides circumstance require. By way of example only, the following are the types of behavior that constitute grounds for disciplinary action up to and including termination. These examples are simply that, and do not constitute an all-inclusive list.

- A. Incompetency, inefficiency or inattention to, or dereliction of duty.
- B. Dishonesty, intemperate conduct, insubordination, discourteous treatment of the public or of fellow employees, any act or commission or omission tending to injure the public service, any failure on the part of the employee to properly conduct himself or herself, or violations of the Utah Statutes, City ordinances, or other rules and regulations applicable to the employee.
- C. Any violation of the City's substance abuse policy.
- D. Conviction of any felony or misdemeanor that involves dishonesty, scandal, or in any other way may bring disrepute to the employee or the City.
- E. Arrest for any matter that makes it impossible and/or impractical to properly complete his/her duties.
- F. Any violation of the policies contained in this manual, departmental rules, lawful supervisory instructions, any other City rules/policies, or any other conduct that may bring discredit to the City.
- G. Any willfully false statement, certificate, mark, rating, or report in regard to any application for employment, test, rating, certification, or appointment held or made under these policies and procedures or ordinances of Highland City.
- H. In seeking appointment to or promotion in any position in the City service, directly or indirectly giving, promising, rendering, or paying any money, service, or anything else of value to any person for, on account of, or in connection with his/her test, appointment, proposed appointment, promotion, or proposed promotion.
- I. Using public funds for personal use expenditures or other unauthorized uses.
- J. Using public property:
 - (1) for an employee's unauthorized personal benefit or the benefit of the employee's family, friends or associates; or
 - (2) for other unauthorized uses.

2. APPLICABILITY

- A. Persons who hold positions listed in Utah Code 10-3-1105(2) including, without limitation, part-time, temporary, probationary employee, appointed employees or equivalent position and those persons appointed pursuant to Utah Code 10-3-1105(3) have no appeal rights for actions outlined in these policies.
- B. Persons who hold positions listed in Utah Code 10-3-1105(2) and 10-3-1105(3) may be terminated without cause. Consent of the Mayor and City Council is required for termination of an employee without cause.

3. PROCEDURES.

The City does not have a progressive discipline policy. It may take varying forms of discipline against its employees as it deems best serves the City's and the citizens' interests in each particular circumstance. Nothing in this section may be construed to limit the City's ability to define cause for a disciplinary action. Prior to termination, the City Administrator shall consult with legal counsel as appropriate.

When a Department Director or other member of City management identifies the need for employee discipline he/she shall meet with the City Administrator or designee prior to any discussion with the employee. Before any employee is given a letter of reprimand, notice of intent to suspend without pay, notice of intent to demote, or notice of intent to terminate, the Department Director shall consult with the City Administrator. Below are examples of forms of discipline that the City may take. However, this is not an exclusive list.

A. Formal Reprimand

- (1) The immediate supervisor, Department Director, the Assistant City Administrator, or the City Administrator may formally reprimand any employee under his/her supervision for cause.
- (2) Such a formal reprimand will be in writing and addressed to the employee.
- (3) A signed copy will be forwarded to the employee and the City Administrator for inclusion in the employee's personnel file. The City Administrator will also be notified of the reprimand.
- (4) Formal reprimands cannot be appealed to the Independent Hearing Officer (as defined in Section 7, paragraph 4C.); however, within ten (10) calendar days of receipt, the employee may file a letter of response to the reprimand, which will be attached to the reprimand in his/her file. In its sole discretion, the City may choose to modify or revoke the reprimand after reviewing the employee's letter and circumstances surrounding the discipline.

B. Suspension Without Pay

- (1) The City Administrator or Assistant City Administrator, at his/her own discretion or upon the recommendation of a Department Director, may suspend an employee for cause without pay for a period or periods not exceeding thirty (30) calendar days in any twelve (12) month period — except as provided in subsection (2)(d) below.
- (2) Suspensions without pay of two days or less cannot be appealed to the Independent Hearing Officer (as defined in Section 7, paragraph 4C.); however, the employee may request review of the decision within ten (10) calendar days of the notice.
- (3) Prior to a suspension without pay of more than 2 days, the employee will have the opportunity for a predetermination hearing with the City Administrator or designee. After the hearing, the City Administrator or designee will determine whether this action is appropriate and the employee will be notified of the hearing decision. If the employee receives as discipline a suspension without pay of more than 2 days, the employee may request an appeal to the City's Independent Hearing Officer (as defined in Section 7, paragraph 4C.) within ten (10) calendar days of the hearing decision. The appeal must be in writing and submitted to the City Recorder as outlined below. After the Independent Hearing Officer conducts a hearing as outlined below, he/she will certify a decision with the City Recorder no later than (15) calendar days after the day the hearing was held, except for good cause, this may be extended for up to sixty (60) calendar days if the employee and City both consent. The Independent Hearing Officer's decision serves as the City's final action.

C. Demotion

- (1) The City Administrator or Assistant City Administrator, at his/her own discretion or upon the recommendation of a Department Director, may demote an employee for cause.
- (2) An employee cannot appeal a transfer to a position with less remuneration if the transfer is the result of a reorganization or other non-disciplinary reason.
- (3) Prior to a disciplinary demotion, the employee will have the opportunity for a predetermination hearing with the City Administrator or designee. After the hearing, the City Administrator or designee will determine whether this action is appropriate and the employee will be notified of the hearing decision. If the employee receives as disciplinary demotion, the employee may request an appeal to the City's Independent Hearing Officer (as defined in Section 7, paragraph 4C.) within ten (10) calendar days of receipt of the hearing decision. The appeal must be in writing and submitted to the City

Recorder as outlined below. After the Independent Hearing Officer conducts a hearing as outlined below, he/she will certify a decision with the City Recorder no later than (15) calendar days after the day the hearing was held, except for good cause, this may be extended for up to sixty (60) calendar days if the employee and City both consent. The Independent Hearing Officer's decision serves as the City's final action.

- (4) All regular employees demoted for disciplinary reasons will not be eligible for promotion or an increase in compensation for a period of one (1) year from the time of the demotion.

D. Termination

- (1) The City Administrator or Assistant City Administrator, at his/her own discretion or upon the recommendation of a Department Director, may terminate an employee for cause.
- (2) Department Directors requesting termination of an employee for any reason will first consult with the City Administrator or designee.
- (3) An employee cannot appeal a termination if the termination is the result of a layoff, reorganization or other non-disciplinary reason.
- (4) Prior to a disciplinary termination, the employee will have the opportunity for a predetermination hearing with the City Administrator or designee. After the hearing, the City Administrator or designee will determine whether this action is appropriate and the employee will be notified of the hearing decision. If the employee receives a disciplinary termination, the employee may request an appeal to the City's Independent Hearing Officer (as defined in Section 7, paragraph 4C.) within ten (10) calendar days of receipt of the hearing decision. The appeal must be in writing and submitted to the City Recorder as outlined below. After the Independent Hearing Officer conducts a hearing as outlined below, he/she will certify a decision with the City Recorder no later than (15) calendar days after the day the hearing was held, except for good cause, this may be extended for up to sixty (60) calendar days if the employee and City both consent. The Independent Hearing Officer's decision serves as the City's final action.

- E. Independent Hearing Officer/Independent Personnel Board Concurrent Hearing. For Appeals under this Section, which may include a claim associated under Section 9: Whistleblower Protection Policy, the City Administrator may choose for the Independent Personnel Board (as defined in Section 9, paragraph 4) to hear the appeal. In such cases, the Independent Personnel Board shall have all the duties and responsibilities outlined herein of the Independent Hearing Officer (as defined in Section 7, paragraph 4C.).

4. APPEAL OF CERTAIN DISCIPLINARY ACTIONS.

After certain disciplinary decisions by the City Administrator or designee in accordance with this Section an employee may appeal the decision as set forth herein.

- A. Right to Appeal. Any City employee, other than those employees who hold positions listed in Utah Code 10-3-1105, have the right to appeal to the Independent Hearing Officer (as defined in Section 7, paragraph 4C.) a disciplinary action by the City of discharge, suspension of over two days without pay, or involuntary transfer to a position with less remuneration, except in instances an employee is discharged or involuntarily transferred to a position with less remuneration if the discharge or involuntary transfer is the result of a layoff, reorganization or other non-disciplinary reason.
- B. Methods of Appeal.
 - (1) Appeals will be in writing, signed by the appellant, and delivered in person, email or by first-class mail to the City Recorder. Appeals must be received by the City Recorder within ten (10) calendar days of the receipt of the disciplinary decision of discharge, suspension of over two days without pay or involuntary transfer to a position with less remuneration. The formality of a legal pleading is not required. The appeal will be a written statement, addressed to the City Recorder, explaining the matter appealed, the specific grounds for the appeal (explaining why he/she believes the decision appealed is incorrect), and setting forth therein a statement of the action desired by the appellant. The written appeal will constitute the entire subject matter before the Independent Hearing Officer (as defined in Section 7, paragraph 4C.). The appellant may not add new matters, grounds, or theories to those already stated in the original appeal. The Independent Hearing Officer will not have jurisdiction to consider any such additional subject matters, grounds or theories outside of the written appeal. Failure to file the appeal on time will constitute a waiver, and the decision will become final.
 - (2) Upon the filing of an appeal, the City Recorder shall refer a copy of a properly filed appeal to the Independent Hearing Officer (as defined in Section 7, paragraph 4C.) and shall notify the City Attorney and the City Administrator.
 - (3) Upon receipt of the appeal from the City Recorder, the Independent Hearing Officer (as defined in Section 7, paragraph 4C.) will set a date for a hearing on the appeal to take and receive evidence and fully hear and determine the matter which relates to the reason for the discharge, suspension or transfer. The Independent Hearing Officer shall, unless good cause for extending the date of the hearing is shown, conduct the hearing not less than fourteen (14) calendar days or no more than forty-two (42) calendar days from the date the Independent Hearing Officer received the appeal.

- (4) The City Attorney, or his/her designee, will notify the parties of the date, time, and place of the hearing. The City Administrator will designate a person to provide administrative assistance to the Independent Hearing Officer (as defined in Section 7, paragraph 4C.).

C. Independent Hearing Officer

- (1) Pursuant to a periodic solicitation of qualifications or through cooperative solicitation, the City shall establish a list of at least three attorneys (or fewer if an insufficient number of qualified candidates respond to the solicitation), who are licensed and in good standing with the State Bar of Utah and who have at least five years of experience and knowledge of municipal law and/or public employment law, to serve as the Independent Hearing Officer. Upon receipt of a written appeal, the City Administrator or his/her designee shall select the Independent Hearing Officer from the qualified list.
- (2) The City shall pay the reasonable fees and costs of the Independent Hearing Officer; however, the Independent Hearing Officer will not represent either the City or the appellant. The duties of the Independent Hearing Officer are to issue rulings and determinations pursuant to these rules.
- (3) Independent Hearing Officer. The Independent Hearing Officer shall have the following duties and authority.
 - (a) Pre-Hearing:
 - i. Consider and rule on any pre-hearing motions, including motions on discovery disputes and motions that could result in the dismissal of the appeal for failure to follow these rules.
 - ii. Set reasonable restrictions and deadlines for the timing and conduct of the hearing.
 - iii. Prepare the hearing notice and agenda.
 - (b) Presiding over the Hearing
 - i. Rule on objections and motions by a party.
 - ii. Certify his/her decision with the City Recorder no later than 15 days after the day on which the hearing is held, except for good cause the deadline may be extended to a maximum of 60 calendar days if the employee and City both consent. The decision and findings shall be based on substantial evidence. The burden of proof shall be in accordance with those set forth by statute and the Utah Court of Appeals in its most recent decisions relating to public employment appeals

D. Pre-hearing Procedures. Prior to the hearing, unless otherwise ordered by the Independent Hearing Officer:

- (1) The parties can request relevant documents from the other party prior to the hearing. All such discovery requests should be sent to the opposing party at least 10 calendar days prior to the hearing. The opposing party shall produce the documents requested, or file an objection to the discovery, within 7 calendar days of receiving the discovery requests.
- (2) At least seven (7) calendar days prior to the hearing, the City and the appellant shall disclose to one another the witnesses that each anticipates calling, a synopsis of their testimony, and any documents each anticipates presenting to the Independent Hearing Officer (as defined in Section 7, paragraph 4C.). The proposed testimony and exhibits must relate to the written appeal filed by the appellant. Any proposed testimony or exhibits that do not relate to the written appeal shall not be considered or presented. The Independent Hearing Officer (as defined in Section 7, paragraph 4C.) will make this determination, as necessary.
- (3) Not less than three (3) calendar days after the exchange of proposed testimony and exhibits, the parties shall work together to determine if either side objects to any exhibits, and work through those objections. If after consulting with one another, there is still a disagreement, the parties shall file a brief letter (no more than five pages) outlining the disputed items to the Independent Hearing Officer (as defined in Section 7, paragraph 4C.).

The letter must be filed at least two (2) calendar days prior to the hearing. If there is no dispute, no letter need be filed. The Independent Hearing Officer shall rule on any disagreement prior to or at the time of the hearing. A copy of all exhibits the parties rely upon during the hearing shall be presented to the Independent Hearing Officer at the hearing.

E. Hearings

- (1) At the time and place of the hearing, the appellant may appear in person and be represented by counsel; have a hearing open to the public; present oral and documentary evidence deemed admissible by the Independent Hearing Officer (as defined in Section 7, paragraph 4C.); confront the witness whose testimony is to be considered; and examine the evidence to be considered by the Independent Hearing Officer.
- (2) The proposed testimony and exhibits used by the appellant and/or the City shall only be those permitted pursuant to subsection (d) above. No other witnesses or documents will be considered by the Independent Hearing Officer (as defined in Section 7, paragraph 4C.) unless (i) the party can show that it was newly discovered, there was prompt disclosure, and the evidence is crucial or (ii) the Independent Hearing Officer may, at his/her discretion,

exclude certain witnesses or documents even if timely disclosed if such evidence would be irrelevant, cumulative, redundant, or overly prejudicial.

- (3) The City will present its case first, establishing the reasons for the employment action. At the conclusion of the City's case, the appellant will then present his/her case in opposition. Each side may call its disclosed witnesses. The parties are responsible for securing the attendance of their own witnesses, but the City will, to the extent possible and practical, make City employees available for the hearing if timely disclosed. The parties do not have any subpoena power to compel a witness's attendance.
- (4) Cross-examination of witnesses will be permitted.
- (5) The conduct and decorum of the hearing will be under the control of the Independent Hearing Officer (as defined in Section 7, paragraph 4C.), with due regard to the rights and privileges of the parties.
- (6) Hearings need not be conducted according to technical rules relating to evidence and witnesses.

F. Findings and Recommendations

- (1) The Independent Hearing Officer (as defined in Section 7, paragraph 4C.) shall certify a decision with the City Recorder no later than fifteen (15) calendar days after the day on which the hearing is held, except for good cause and the consent of the employee and the City, the Independent Hearing Officer may extend the deadline to certify the decision up to a maximum of sixty (60) calendar days after the day on which the hearing is held.
- (2) If the Independent Hearing Officer (as defined in Section 7, paragraph 4C.) finds in favor of the employee, the Independent Hearing Officer shall provide that the employee shall receive (i) the employee's salary for the period of time during which the employee is discharged or suspended without pay less any amounts the employee earned from other employment during this period of time; or (ii) any deficiency in salary for the period during which the employee was transferred to a position of less remuneration.
- (3) The final action of the Independent Hearing Officer (as defined in Section 7, paragraph 4C.) may be reviewed by the Utah Court of Appeals by filing with that court a timely petition for review.

SECTION 8: GRIEVANCES

1. STATEMENT.

- A. This Section applies to all employees.
- B. The City of Highland, in keeping with its policy of maintaining satisfactory working conditions, provides the following means to ensure fair handling of employee complaints and grievances.
- C. Every effort shall be made to find an acceptable solution by informal means at the lowest level of supervision by trying to get it settled through discussion with his/her immediate supervisor without undue delay.

2. MATTERS SUBJECT TO GRIEVANCES.

For the purpose of this Section, a grievance means any dispute regarding the meaning, interpretation, or alleged violation of these policies and procedures related to the terms and conditions of an employee's employment, except those set forth below in Matters Not Subject to Grievance.

3. MATTERS NOT SUBJECT TO GRIEVANCE

- A. This policy on grievances does not apply to complaints related to disciplinary decisions of discharge, suspension of over two days without pay, or involuntary transfer to a position with less remuneration (see Section 7: Discipline).
- B. This grievance policy also does not apply to complaints brought pursuant to the Utah Protection of Public Employees Act (see Section 10: Whistleblower Protection Policy).
- C. An employee cannot grieve the contents of a performance evaluation, the lack or amount of a pay increase (merit or otherwise) or a Formal Reprimand (see Section 7: Discipline). If an employee believes that the performance evaluation, lack or amount of pay increase or Formal Reprimand is due to unlawful discrimination, harassment (including sexual harassment), and/or is in retaliation for making a complaint or participating in an investigation under Section 5, the employee shall follow the procedures in Section 5: Unlawful Discrimination, Harassment (including Sexual Harassment) and Retaliation, or if appropriate the procedures in Section 10: Whistleblower Protection Policy.
- D. An employee may not file a grievance for any concern more than ten (10) calendar days after the employee first becomes aware of it.

4. PROCEDURES

- A. Informal Grievance Procedure
 - (1) Every effort should be made to find an acceptable solution by informal

means at the lowest level of supervision. If an employee fails to follow this informal procedure, the grievance will be denied and he/she will not be permitted to proceed to the formal grievance procedure outlined below.

- (2) An employee who has a problem or complaint should first try to get it settled through discussion with his/her immediate supervisor without undue delay.
- (3) If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she will have the right to discuss it with City Administrator and Human Resource Analysts.

B. Formal Grievance Procedure. If the employee has properly followed the informal grievance procedure and the matter is not resolved, the employee is eligible to elevate the grievance to a Formal Grievance. An employee who has Formal Grievance must put the grievance in writing, citing the article and section of the personnel policies and procedures alleged to be violated, the date of the violation that is the basis for the grievance, the nature of the grievance, and the relief requested.

(1) First Level of Review

- (a) This grievance should be presented to the employee's immediate supervisor, within ten (10) calendar days of the occurrence, and no later than ten (10) calendar days after the informal grievance procedure has been fully exhausted.
 - i. The supervisor should render his/her decision and comments in writing and return them to the employee within ten (10) calendar days after receiving the grievance.
 - ii. If the employee does not agree with his/her supervisor's decision, or if no answer has been received within ten (10) calendar days, and the employee wishes to continue in the grievance process, the employee may present the grievance in writing to his/her supervisor's immediate Department Director (the "second level supervisor").
 - iii. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision of his/her supervisor or within a total of twenty (20) calendar days after presentation of the grievance to the employee's immediate supervisor if no decision is rendered, will constitute a withdrawal of the grievance.

(2) Additional Level(s) of Review as Appropriate.

- (a) The second level supervisor receiving the grievance will review it, render his/her decision, and comments in writing, and return them to the employee within ten (10) calendar days after receiving the grievance.
 - (b) If the employee does not agree with the second level supervisor's decision, or if no answer has been received within ten (10) calendar days after the second level supervisor received the grievance, and the employee wishes to continue in the grievance process, he/she may present the grievance in writing to the City Administrator.
 - (c) Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty (20) calendar days of referral to his/her second level supervisor if no decision is rendered, will constitute a withdrawal of the grievance.
- (3) City Administrator
- (a) Upon receiving the grievance, the City Administrator or designee should discuss the grievance with the employee and with other appropriate persons.
 - (b) The City Administrator or designee may designate a fact-finding committee or investigator to advise him/her concerning the grievance.
 - (c) The City Administrator or designee will render a final decision. Grievances may not be appealed to the Independent Hearing Officer (as defined in Section 7, paragraph 4C.)
- (4) Formal grievances against City Administrator, Mayor or members of the City Council are to be sent to the HR Analyst through a restricted email account or confidential mail. The grievance shall then be forwarded to the City Attorney. The City Attorney shall then determine the appropriate process to address the grievance. Grievances may not be appealed to the Independent Hearing Officer (as defined in Section 7, paragraph 4C.).

End of Section 8

SECTION 9: WHISTLEBLOWER PROTECTION POLICY

1. UTAH CODE ANNOTATED 67-21-1.

Pursuant to the Utah Protection of Public Employees Act, Utah Code Section 67-21-1 *et seq.* (the “Act”):

- A. Highland City will not take adverse action against an employee because the employee, or a person authorized to act on behalf of the employee, communicates in good faith (1) the waste or misuse of public funds, property or manpower; or (2) a violation or suspected violation of a law, rule or regulation adopted under the law of Utah, a political subdivision of Utah, or a recognized entity of the United States. Highland City encourages employees to report such issues either to the City Administrator or Human Resource Analyst, or anonymously through a restricted email account or confidential mail to the City Recorder. The employee reporting such issues is not responsible for investigating the activity or for determining fault or corrective measures.
- B. Highland City will also not take adverse action against an employee because the employee participates or gives information in an investigation, hearing, court proceeding, legislative or other inquiry, or other form of administrative review held by Highland City.
- C. Highland City will not take adverse action against an employee because the employee has objected to or refused to carry out a directive that the employee reasonably believes violates a law of Utah, a political subdivision of Utah, or the United States, or a rule or regulation adopted under the authority of the laws of Utah, a political subdivision of Utah, or the United States.

2. RETALIATION.

Any employee who believes he/she is being retaliated against (i.e., termination, compensation, negative changes in work assignments, threats, etc.) in violation of the Act must file a complaint with the Independent Personnel Board (defined in paragraph 4. below), by delivering the complaint to the Human Resource Analyst, within 10 calendar days of the adverse action that was taken. The Independent Personnel Board will set a date for a hearing on the appeal not less than ten (10) calendar days or no more than thirty (30) calendar days from the date of the receipt of the complaint, unless otherwise mutually agreed upon by Highland City and the employee.

3. HEARING.

At the hearing, Highland City has the burden of proof to establish by substantial evidence that Highland City’s action was justified by reasons unrelated to the employee’s good faith actions set forth in Section 1 above.

4. INDEPENDENT PERSONNEL BOARD.

The City Administrator or designee selects the members of the Independent Personnel Board. The Independent Personnel Board shall be three (3) persons of which one at least

one shall be an attorney licensed and in good standing with the State Bar of Utah with at least five years of experience and knowledge of municipal public employment law. The other members shall be employed by a city other than Highland City and one shall hold the position of City Department Director, City Administrator or equivalent and the other shall be a public employment law human resource professional.

5. DECISION.

The Independent Personnel Board (defined in paragraph 4. above) shall render its decision and enter its order within 15 calendar days of the hearing.

6. ADVERSE ACTION.

If the Independent Personnel Board (defined in paragraph 4. above) finds that adverse action was taken in violation of the Act, the Independent Personnel Board may order (a) reinstatement of the employee at the same level as before the adverse action; (b) the payment of back wages; (c) full reinstatement of fringe benefits; (d) full reinstatement of seniority rights; or (e) if the adverse action includes failure to promote, if the employee would otherwise have been promoted, a pay raise that results in the employee receiving the pay that the employee would have received if the employee had been promoted.

7. PENALTY.

The Independent Personnel Board (defined in paragraph 4. above) may also order an employee who violated the Act to pay a civil fine of not more than \$500 and/or dismissal from employment.

8. ADDITIONAL PENALTY.

An employee who knowingly makes a false accusation against Highland City or its agent in violation of the Act is subject to a fine not to exceed \$5,000 and dismissal from employment.

9. COMMUNICATION.

Highland City will post notices and use appropriate measures to keep employees informed of their rights and obligations under the Act. Employees will be provided a copy of the Act when they are hired, when they request a copy, and when they file a complaint under the Act.

10. CONFORM.

Highland City will comply with the Act as it is revised and amended by the Utah Legislature from time to time.

SECTION 10: TERMINATION OF EMPLOYMENT

1. 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.

- A. Retirement. Voluntary termination at the end of an employee's career.
- B. Voluntary Resignation. When an employee wishes to leave Highland City, the employee should complete a Notice of Voluntary Resignation Form and present it to the City Administrator, or designee.
- C. Resignation, in Lieu of an Involuntary Termination, Agreement. The City Administrator, or designee, may conclude that an employee should be involuntarily terminated for no reason (for probationary employees and Department Heads) or for cause. If involuntary termination proceedings have begun, but have not been completed and an employee suggests that he or she would like to voluntarily resign, the City Administrator, or designee, may agree to a resignation in lieu of an involuntary termination.
- D. Involuntary Termination. The City Administrator, or designee, may conclude that an employee should be involuntarily terminated.
- E. Reduction in Force/Layoffs. Whenever it is necessary to reduce the number of employees in a City department because of lack of work or lack of funds, the City shall, whenever possible, attempt to minimize layoffs by readjustment of personnel through reassignment of duty in other departments. Thereafter, the City Administrator, after conferring with the affected Department Directors, shall determine which positions must be eliminated and have the least impact upon the City and the delivery of services to its residents.
- F. Death. If an employee of Highland City dies, their estate receives all pay due and any earned and payable benefits (such as payment for compensation time, annual leave, and/ or sick leave) as of the date of death.
- G. Appointed Positions. Appointed positions may be discharged at any time with or without cause by the City Administrator with either the consent of the Mayor and majority of the members of the City Council, or the consent of all members of the City Council without the consent of the Mayor. Appointed positions may also be removed by the mayor with the consent of a majority of the members of the city council.
- H. Department Heads. Department heads may be discharged at any time with or without cause by the City Administrator. The City Administrator should review such potential discharge with legal counsel and the Mayor before termination is pursued.

2. REQUIRED NOTICE PRIOR TO TERMINATION.

- A. Employees are not required to give prior notice before terminating their employment. However, all employees, including “at-will” employees, must notify Highland City at least one (1) month before retiring or two (2) weeks if voluntarily resigning to be eligible:
 - (1) To receive pay for vested sick leave (if applicable).
 - (2) For rehire.
- B. Highland City is not required to give any prior notice to an employee before terminating their employment with Highland City.
- C. Unused, accrued vacation leave (if applicable) will be paid for terminations of employment involving reductions in force/layoffs, medical reasons, and deaths.

3. TERMINATION PROCEDURES.

- A. A Notice of Voluntary Resignation Form, signed by the employee and the City Administrator, or designee, may be utilized in Voluntary Resignations.
- B. Involuntary Terminations/Separations for Cause require Highland City to provide its terminating employees with written notification of due process, unless the person is in a position listed in Utah Code 10-3-1105(2) and -1105(3).
- C. A Resignation in Lieu of an Involuntary Termination Agreement, signed by the employee and the City Administrator, or designee, may be utilized in negotiated terminations. A Resignation in Lieu of an Involuntary Termination Agreement does not require Highland City to provide its 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 Highland City three (3) month in advance.
 - (2) Upon request for retirement benefits, Highland City should notify the administrator of the retirement program and the appropriate state and federal regulatory agencies.
 - (3) Highland City should give the employees ample time to review the retirement plan.
 - (4) Highland City should have the employees sign a release, or at least a declaration statement, to the effect that they are electing retirement of their own free will.

E. The following steps should be taken for Reductions in Force/Layoffs:

- (1) Determine whether Highland City is required to follow statutory guidelines related to the reduction in force/layoff. Highland City will follow all applicable laws.
- (2) In the selection of employees for Highland City's reduction in force/layoff, the following guidelines, among other things, may be considered:
 - (a) The employee's ability to perform the work assignments within the affected department.
 - (b) Seniority may govern the selection when ability is equal.
 - (c) Emergency, temporary, and probationary employees may be laid off first.
 - (d) If Highland 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.
- (3) 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) 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). A terminated employee shall not be paid for accrued sick leave or administrative comp time, which expire upon termination.
- (2) Under Utah State law, the required timing of the final payment at termination is:
 - (a) Employee's Voluntary Resignation: The next regular pay date.
 - (b) An Involuntary Termination/Separation for Cause: Within (24) twenty-four hours of termination.

- G. The terminating employee will return any supplies or equipment, which are the property of Highland City, to Highland City at termination.
- H. All terminating employees should complete an Exit Interview Form with the City Administrator, or designee. The Exit Interview Form should be signed by the employee and the City Administrator, or designee.

4. COBRA.

Any employee, who is eligible for benefits, that is separated from Highland City, is entitled to a continuation of insurance coverage per the mandates of the Consolidated Omnibus Budget Reconciliation Act of 1985 or COBRA plan as stated in the Highland City's COBRA Notification.

- A. 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.
- B. The insurance benefits offered under the COBRA guidelines will be terminated if and when any of the following occur:
 - (1) 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 individual's maximum continuation period.
- C. 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.
- D. 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.

5. RETURN OF CITY PROPERTY

- A. Employees are responsible for City property issued to them by the City which is in their possession or control. Upon termination or resignation, an employee shall

return to the City all of the City property in their possession or control, such as the following:

- (1) Credit Card
- (2) Insurance Cards
- (3) Tools
- (4) Equipment
- (5) Keys
- (6) Uniforms
- (7) Employee Handbook
- (8) Manuals
- (9) Vehicles
- (10) Gas Cards
- (11) Protective Equipment
- (12) Written Materials (includes those produced or developed as a consequence of work performed for, or otherwise directly on behalf of the City)

- B. The above list is not intended to be all inclusive, and other City property, material(s) or equipment issued to employees and/or within their control and possession, shall also be returned.
- C. Employees are required to return all City-owned equipment, property and accessories checked out to them and which they agreed to return in good condition. The value of such items owned by the City that are not returned promptly when requested will be deducted from any pay otherwise due the employee, to the extent agreed upon with the employee and by written authorization of the employee and allowed under applicable state and federal law.

6. SEVERANCE

- A. This section applies only to the following individuals whose employment is not otherwise governed by a written contract. If an appointed officer or department head has a written contract, the terms of such contract supersede any contrary term or provision set forth herein:

1. Appointed officers:
 - a. Police Chief (if subject to this policy)
 - b. Fire Chief (if subject to this policy)
 - c. City Engineer
 - d. City Recorder
 - e. City Treasurer
 - f. City Attorney
 - g. Justice Court Judge
 - h. City Finance Director
 - i. City Administrator
 - j. Other offices created by statute or ordinance

B. Definitions.

(1) "For Cause" in this section means:

- (a) Criminal conduct, regardless of whether criminal charges were filed or a conviction was obtained.
- (b) Repeated violation of City policies and procedures.
- (c) Misconduct.
- (d) Negligent or inadequate performance of one's duties.
- (e) Harassing behavior that creates a negative work environment for others.
- (f) Dishonesty.
- (g) Misuse of City funds or property.
- (h) Insubordination.

(2) "Severance" means twelve (12) weeks' salary or earnings, plus vacation time and any accrued overtime comp time that has accrued prior to and up to the date of separation, less all applicable deductions and withholdings. A person paid severance is not entitled to any additional accrual or payment of sick-time or administrative comp time.

C. No notice is required prior to discharge of those individuals listed in subsection 6(A).

D. An employee listed in subsection 6(A) with at least one year of service who is discharged from the City for any reason other than for cause, shall receive severance.

E. Severance is contingent upon an employee signing the City's severance and release agreement.

SECTION 11: RECORD KEEPING

1. GENERAL POLICY.

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

2. CONFIDENTIALITY.

Employee records are maintained in compliance with the law. Access to certain employment records may be limited to employees and their supervisory chain. Employee records are classified as Private under the Government Records Access and Management Act.

3. PERSONNEL FILE REQUIREMENTS.

A. General.

- (1) Personnel files are maintained on each employee and kept by the City Administrator, or designee. 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 Administrator, or designee.
- (3) Employees, or their representative designated in writing, may examine the employee's personnel file upon request during normal working hours at Highland City. When a supervisor requires access to the personnel file of an employee under their supervision for the handling of personnel matters, the supervisor must obtain authorization from the City Administrator, or designee.
- (4) It is the responsibility of each employee to promptly notify the City of any changes in personnel data, including personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, and other status reports. Such information should be accurate and current at all times.

B. Contents.

- (1) An employment record, including the employee's job application, resume, interview forms, Employee's Withholding Allowance Certificate (Form W-4), etc.
- (2) A signed copy of the employee's acknowledgment of receiving a copy of the personnel policies and procedures manual, and the job description 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) Personnel action forms, such as:
 - (a) Performance evaluations.
 - (b) Promotions or transfers.
 - (c) Salary rate changes.
 - (d) Disciplinary action taken.
 - (5) An employee can ask that his or her response to any of the above actions be included in the employment record.
 - (6) Records of citations for excellence or awards for good performance.
 - (7) Official records of vacation and sick leave accrual and of leave usage are kept for employees by the City Administrator, or designee. Leave balances are shown on the official record to reflect any remaining leave to which an employee is entitled. Employees may check with the City Administrator, or designee, to obtain information regarding their current leave usage.
 - (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. Changes to employee information relevant to benefits from the City (any change in number of dependents, marital status, address, telephone number, etc.) should be updated within 28 days by completing an Employee Information/Change of Status Form and giving it to the City Administrator, or designee, to file in their personnel file.
- D. Giving References. Employees who are asked to give a reference to another employee shall direct that person to the City Administrator. The City Administrator, or designee, shall provide the following information in response to a reference request:
- (1) Verification that the employee worked, full-time or part-time, for Highland 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.

Records should be examined annually to keep the files current and to save those records that management feels should be kept longer. Records related to the items listed below should be kept for the time periods indicated:

- A. Job applications: two (2) years from date submitted if the person is not hired, or if the person is hired, two (2) years after the employment ends.
- B. Test papers completed by job applicants or candidates for any position: two (2) years from the date of testing.
- C. Results of any post-offer, pre-employment physical exams: four (4) years.
- D. Any advertisements or notices relating to job openings, promotions, training programs, or opportunities for overtime work: two (2) years.
- E. Records of promotion, demotion, transfer, selection for training, layoff, rehire, or termination of any employee: two (2) years from date of final action.

5. FLSA REQUIREMENTS.

The Federal Labor Standards Act (FLSA) requires Highland City to keep all of the following data on all employees for a period of at least three (3) years.

- A. Employee's sex.
- B. Time and day 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.

End of Section 11

SECTION 12: PERFORMANCE EVALUATIONS

1. GENERAL POLICY.

- A. Performance evaluations will consist of a review between the supervisor and the employee.
- B. 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.
- C. Objectives specify what should be achieved during an employee's employment with Highland City.
- D. 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 an employee, the supervisor should seek to involve the employee in the process. There should be room for flexibility.
 - (2) Relate to Organizational Objectives and Goals. In the performance evaluation process, the supervisor should provide the employee with the larger picture and how his or her work contributes to the organization.
 - (3) Define Objectives. Objectives should be clearly defined and understood by both employees and their supervisors.
 - (4) Give Support. Supervisors should support the employee in pursuing the achievement of the mutually agreed upon objectives and standards.
- E. Performance Evaluations are classified as Private under the Government Records and Access Management Act.

2. PERFORMANCE PLANS.

- A. When time and circumstances permit, supervisors may complete a written performance plan with their new employees prior to their assignment to their work station. 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 may 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.
3. PERFORMANCE STANDARDS.
- A. Performance standards and expectations may be established for each employee.
 - B. Employees may periodically be advised of how they are performing in relation to established standards.
 - C. Performance evaluations are an ongoing process during which a supervisor and subordinate meet periodically to discuss achievements, review performance and mutually identify strategies to eliminate performance deficiencies. This ongoing process culminates in the written evaluation at the end of the annual performance evaluation period.
 - D. Employees may be told by their supervisor the time frames and actions to be taken to improve performance and to increase the value of service.
 - E. Employees should not prepare their own performance evaluation. It is the responsibility of the employee's supervisor to prepare performance evaluations.
 - F. Employees have the right to prepare relevant concise comments to accompany their evaluations.
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 may be recommended.
 - (2) Marginal. Performance does not meet all requirements of the job/position, although some progress may have been made in response to corrective action.

- (3) Satisfactory. Performance generally meets all requirements of the job/position.
- (4) Good. Performance generally 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 near 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 Highland 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. Regular employees.

- (1) Performance evaluations should be completed annually by the employee's supervisor during the anniversary month of the employee's hire date.
- (2) Although a salary adjustment never automatically follows a performance evaluation, the performance evaluation may be included as a component of any future compensation increase.

6. CONFIDENTIALITY.

- A. Completed performance evaluations shall be stored 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.

End of Section 12

SECTION 13: EMPLOYMENT CLASSIFICATIONS/COMPENSATION

1. GENERAL POLICY.

Highland 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 Labor Standards Act (FLSA) of 1938. Highland City will also provide equal pay to all employees doing similar work which requires substantially equal skill, effort, and responsibility and are 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.

- A. Full-time. An employee hired for an indefinite period in a position for which the normal work schedule is thirty (30) or more hours per week. Full-time employees may or may not qualify for specific Highland City benefits.
- B. Part-time. An employee hired for an indefinite period in a position for which the normal work schedule is less than twenty-nine (29) hours per week. Part-time employees may or may not qualify for specific Highland 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 typically do not qualify for Highland City benefits.
- D. Seasonal. An employee hired for a position which is required only for the summer or winter months. Summer or winter only employees typically do not qualify for Highland City benefits.

3. EMPLOYMENT STATUS.

To facilitate provisions of the Fair Labor Standards Act, employees shall also be classified as either exempt or nonexempt 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. If an exempt employee thinks that an inappropriate deduction has been made to the employee's pay, or that the employee's pay is the incorrect amount, the employee shall notify Human Resources within two (2) weeks or within a reasonable time period. Highland City will correct any inappropriate deductions or mistakes in pay.
- 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. If a nonexempt employee thinks that an inappropriate deduction has been made to the employee's pay, or that the employee's pay is the incorrect amount, the employee shall notify Human Resources within two (2) weeks or within a reasonable time period. Highland City

will correct any inappropriate deductions or mistakes in pay.

4. WORK WEEK.

- A. Begins on Friday morning at 12:01 a.m.
- B. Ends on Thursday evening at 12:00 a.m. (midnight).

5. WORK HOURS.

Highland City will notify employees of the standard work times for their position.

6. ATTENDANCE.

Employees shall be in attendance at their work stations 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 work day. Breaks cannot be used to extend the lunch period or shorten an employee's work hours.
- (2) All full-time employees must take a minimum of one-half (1/2) hour for a lunch break during the standard work day.

B. Part-time: As directed by the City Administrator, or designee.

C. Employee breaks and lunch periods will be scheduled at the discretion of the City Administrator, or the employee's supervisor, 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. An employee is prohibited from performing any work during unpaid work breaks.

8. COMPENSATORY TIME OFF.

A. Employees may receive compensatory time off in lieu of overtime pay if approved in writing by employee's supervisor. The City Administrator, or designee, reserves the right to schedule when an employee's accrued compensatory time will be used. Written employee requests to use their accumulated compensation time during specific dates and times must be approved by the City Administrator, or designee, who shall honor the requests unless granting the compensatory time off would create a substantial hardship for Highland City.

B. The law requires that after nonexempt employees have accumulated the maximum amounts of compensatory time off during any work period, any additional overtime must be paid as set forth below:

- (1) Not more than two hundred forty (240) hours of compensatory time off may accrue annually from January 1 to December 31. Any hours above two hundred forty (240) will be paid as overtime at the next pay period.
 - (2) Employees may accrue up to two hundred forty (240) hours of compensatory time from January 1 to December 31. If the employee's compensatory time balance exceeds one hundred sixty (160) hours on December 31, excess will be paid as overtime.
 - (3) Employees who have accrued compensatory time may:
 - a. Schedule the use of compensatory time by November 1.
 - b. Request payment of compensatory time by December 1.
 - (4) Accrued compensatory time off must be paid out in full if change in job status/classification, including, but not limited to a promotion occurs before the effective date of the job change.
 - a. Exceptions may be approved by the Department Head if prior arrangements have been made for the use of compensatory time.
- C. Compensatory time off will be accumulated at the overtime rate of one and one-half (1½) hours for all overtime hours worked.

9. OVERTIME PAY.

- A. For eligible employees overtime pay would apply for over forty (40) hours worked in a work week, and shall be compensated at the rate of one and one-half (1½) the regular hourly rate of the employee. In lieu of such overtime pay, an employee may, with approval of their supervisor, accrue compensatory leave time.
- B. If a holiday, vacation, or sick day falls within a work week, the employee must work forty (40) hours over and above these hours before overtime must be paid. If an employee works on a holiday because of an emergency situation, they will:
 - (1) Receive regular straight-time pay for the time worked, plus holiday pay.
 - (2) Or, with approval of the City Administrator, or designee, be allowed to take the holiday off at a later date.
- C. An employee must obtain approval from the employee's supervisor to work overtime prior to working overtime. A supervisor should not authorize more overtime than authorized by the City Budget or approved by the City Administrator in any fiscal year. Overtime shall be authorized for personnel only when absolutely necessary to provide required services. Violation of the overtime policy may result in disciplinary action, up to and including termination.

10. TIME SHEETS.

All employees will complete and sign, as verification of accuracy, an Employee Time Sheet showing all hours worked, including overtime, and submit the time sheet to the City

Administrator, or designee, for examination and filing.

End of Section 13

SECTION 14: SALARY PLANNING

1. GENERAL POLICY.

The City Administrator, in conjunction with the City Council, shall be responsible for the development and maintenance of a uniform and equitable pay plan for Highland 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 public and private organizations.
- C. Cost of living factors.
- D. Other benefits received by employees.
- E. The financial policy and economic conditions of Highland City.
- F. Employees who have worked for Highland City for less than one (1) year are typically placed on a level within step A. Employees who have worked for Highland City for over one (1) year but less than ten (10) years are typically placed on a level within step B. Employees who have worked for Highland City for more than ten (10) years are typically placed on a level within step C.

2. PAY PLAN DEVELOPMENT AND ALLOCATION.

- A. The City Administrator, or designee, shall periodically conduct a study of salary levels and shall make adjustment recommendations to the Salary Plan adopted as part of these rules as Appendix A. Implementation of adjustments are subject to the availability of funds and at the discretion of the City Council.

3. APPOINTMENT.

- A. Pay for newly hired employees shall normally be set at the minimum of the pay range assigned to a job class. However, the City Administrator, may approve hires up to the range of midpoint, as warranted by job qualifications and experience subject to the availability of funds.
- B. The City Administrator shall not authorize hiring above the midpoint of a pay range except in unusual circumstances and with prior approval from the City Council.

4. MERIT INCREASE.

- A. The City Administrator may approve merit increases effective during the anniversary month of the respective employee subject to the adopted budget.

- B. Regular full-time and part-time employees are eligible to receive a merit increase.
 - C. Employees at or above the pay range maximum and employees whose performance is rated less than satisfactory shall not be eligible to receive a merit increase.
 - D. The City Administrator, or designee, should complete an employee's performance evaluation within sixty (60) days preceding the effective date of a merit increase.
 - E. A merit increase shall not exceed the maximum pay range assigned to a position level.
5. SELECTIVE SALARY ADJUSTMENT.
- A. The City Administrator may recommend a selective salary adjustment in order to mitigate an inequity caused by a merit increase freeze or other similar circumstances.
 - B. The City Administrator shall submit a written rationale supporting the recommendation to the City Council.
 - C. A selective adjustment is subject to the availability of funds and guidelines established by the City Council.
6. LONGEVITY INCREASE.
- A. The City Administrator may grant a longevity increase not to exceed 2.5% to an employee who has been paid at or above the maximum pay range for at least one (1) year, provided the employee has received a satisfactory or outstanding performance rating and has been employed by Highland City for at least eight (8) years.
 - B. An employee whose salary exceeds the maximum pay range is eligible to receive a longevity adjustment no more frequently than every two (2) years after the initial longevity adjustment. Any subsequent longevity increase shall not exceed 2.5%.
 - C. An employee is eligible to receive a maximum of five (5) successive 2.5% adjustments beyond the maximum pay range (Longevity scale maximum).
7. COST OF LIVING ADJUSTMENTS.
- In order to maintain the purchasing power of the employees' salary and to minimize pay plan adjustments, the City Council may consider a cost-of-living adjustment in June of each year. The City Council may consider such things as consumer price index, economic health of the City, and other factors. The City Council shall annually consider a cost-of-living adjustment (COLA) in addition to any across-the-board pay plan adjustment. Said COLA will apply across the board to all employees.
8. PROMOTION.
- A. An employee who is promoted to a higher position will receive a minimum of a 5%

and a maximum of 10% salary increase. If the new salary is below the minimum of the new range, it shall be increased to the new minimum.

- B. The City Administrator 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.

9. ORDER OF SALARY CALCULATION.

Multiple categories of pay increases awarded simultaneously shall be calculated in the following order:

- A. Cost of living adjustment.
- B. Merit.
- C. Selective adjustment.
- D. Promotion.
- E. Longevity.

10. REASSIGNMENT.

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

11. RECLASSIFICATION.

- A. If the City Administrator reclassifies a position to a higher level, the City Administrator shall adjust the employees who hold the position's salary to at least the minimum of the new range and may give a 5% salary increase, based upon increased responsibility.
- B. A reclassification increase is subject to the availability of funds.
- C. If the City Administrator reclassifies a position to a lower level, the employees who hold the position's salary shall remain the same. If an employee's salary exceeds the maximum of the new range, or provided the individual meets longevity status criteria, the longevity scale maximum, the employee is ineligible to receive a salary increase until the salary range or longevity scale increases to incorporate the employee's pay rate. An employee is ineligible to receive cost-of-living increases until the salary range increases.

12. DEMOTION.

If an employee is demoted, either voluntarily or involuntarily, the City Administrator may

treat the employee's salary according to paragraph 11.C. above or reduce the salary to the applicable pay range.

13. BENEFITS.

A. Benefits shall be defined by the City Council and City Administrator.

B. Suspended Employee.

(1) An employee suspended for disciplinary reasons shall continue to be eligible to receive Highland City retirement, health, dental, disability and life insurance programs subject to the conditions set forth in paragraph 13.B(2) below.

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

C. Part-Time Employee.

(1) Part-time, temporary and summer employees do not qualify for benefits regardless of the number of hours worked unless required by State or Federal Law.

SECTION 15: PAYROLL ADMINISTRATION

1. PAY DAYS.

Highland City's pay days are as follows.

A. Employees will be paid:

(1) Every two (2) weeks (26 pay periods/year).

2. PAY DEDUCTIONS.

Highland City is permitted to make deductions authorized by an employee or as required by law.

End of Section 15

SECTION 16: REIMBURSABLE EXPENSES

1. GENERAL POLICY.

With prior approval, certain legitimate expenses will be reimbursed by Highland City to the employee. Receipts are required to reimburse the employee. Records must be kept reflecting the amount of reimbursement each employee has received.

2. TRAINING AND CONFERENCES.

If authorized in advance by the City Administrator, or designee, an employee may be reimbursed for required training seminars, conferences, or briefings. An employee will be compensated, in addition to paying any tuition or fees, at his or her regular rate of pay.

3. TRAVEL POLICY.

- A. All travel outside of the Highland City limits during an employee's work hours shall be pre-authorized by the City Administrator, or designee. A log of all such travel exceeding a thirty (30) mile radius of Highland City shall be kept. This log shall include the reason for the trip, the time the employee departed, the time the employee returned, and the vehicle used.
- B. Travel for legitimate Highland City purposes in Highland City vehicles may be authorized by the City Administrator, 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 by Highland City in advance of the trip. If such payment in advance is not possible, Highland City shall reimburse to the employee the cost of such sleeping and travel accommodations after receiving the appropriate receipts to verify that the employee has expended his or her 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 Highland City by the employee as a verification of attendance no matter what the form of payment.
- D. Use of an employee's personal vehicle for legitimate Highland City purposes may be authorized when circumstances warrant. The employee shall get pre-authorization from the City Administrator, or designee, keep track of the mileage associated with the approved travel, and submit a request for reimbursement to the City Administrator based upon this record. The mileage rate will be consistent with the established rate used for Internal Revenue Service travel deductions. In lieu of reimbursement for mileage and the assignment of Highland City vehicles, specific Highland City employees may be authorized a monthly travel allowance, according to regulations approved by the City Council.
- E. All registration fees, etc., for pre-authorized training or conferences will be paid by Highland City in advance. If this is not possible, the employee will be reimbursed for his or her own expenditure for registration fees, etc., after presentation of a valid receipt in conjunction with previously authorized travel.

- F. An employee may receive a daily per diem for pre-authorized travel, as set by GSA per diem rates. 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.

SECTION 17: BENEFITS

1. WORKERS' COMPENSATION.

- A. All employees are covered by workers' compensation, which provides medical reimbursement and disability benefits for job-related illness or injury. An employee does not accrue benefits while receiving workers' compensation payments. For exact compensation coverage, check the workers' compensation contract on file with the City Administrator, or designee. Eligibility for leave requires conformance with all workers' compensation regulations.
- 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-job injury may seek medical attention from the medical facility of his or her choice. The employee must tell the doctor, HOW, WHEN and WHERE the accident occurred. The doctor will complete a medical report, and copies of this report should be sent within seven (7) days to the insurance carrier, the Industrial Commission, and to the injured worker. (Please Note: Do not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan).
- D. 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 Administrator immediately. After the appropriate paperwork is filled out, a copy must be sent to the 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 bona fide, on-the-job injury or illness, employees must contact their supervisor or the City Administrator to report on their condition. Failure to provide the required medical status reports may result in revocation of the leave and/or termination.
- F. Return to Service. All employees must return to work after obtaining a release from the attending physician. A statement from the attending physician stating the employee is able to resume normal duties may be required before returning to work. Failure to return to work after obtaining a release may result in termination. An employee who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within their current job classification.
- G. At the time of final release or settlement of a workers' compensation claim, if no vacancy exists, and if a reasonable effort proves unsuccessful to place the employee in another position, the employee may be terminated and paid any accrued benefits due to him or her.

2. CAFETERIA OR FLEXIBLE BENEFIT PLAN.

All full-time employees are eligible for the “Cafeteria or Flexible Benefit Plan” offered by Highland City.

3. INSURANCE.

A. Medical Health Insurance. It is the policy of Highland City to pay the cost of health insurance (effective the first of the month following 30 days of employment) for eligible employees and their eligible dependents. Highland City will comply with all applicable laws and its insurer’s plan in determining which employees are eligible to receive medical health insurance.

B. Insurance Termination and Conversion.

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

(2) 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 group health insurance plans. Employees may have the right to continue to participate in a COBRA program 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 the health insurance plan 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 employees whether regular, part-time, or temporary are covered by the benefits of State and Federal Unemployment.

5. CONTINUING EDUCATION.

Employees are encouraged to obtain continuing education through attendance at job-related seminars. Requests for attendance must be approved in advance by the City Administrator, or designee.

A. Required by Highland City. When Highland City requires an employee to attend any education or training course, conference, seminar, or certification course, Highland City will provide the necessary time off with pay and will reimburse the

employee for reasonable associated costs, including tuition or registration fees, authorized travel, meals, and lodging.

- B. Encouraged by Highland City. Employees are encouraged to further their education and training in areas that will enhance their job performance. Upon advance approval by the City Administrator, 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 2.0 or higher on a 4.0 (A, B, C, D) scale.
- (3) A grade pass on a pass/fail grading system.

6. RETIREMENT SYSTEM.

Additional details are available from the City Administrator.

- A. Highland City employees who meet the eligibility requirements are covered by the Utah State Retirement System.
- B. The cost of this program is paid by Highland City and the employee in the percentages set by action of the City Council.

7. AFFORDABLE CARE ACT REQUIREMENTS.

For purposes of the providing coverage under the city's group health plan as required by the Affordable Care Act, the City uses the look-back measurement method to determine whether an employee is a full-time employee for purposes of that Act. The applicable time periods and procedures for that method are set forth below, provided that, if any term or provision herein conflicts with the requirements and regulations of the Affordable Care Act, such requirement or regulations shall control and supersede any contrary provision set forth herein:

- A. Variable hour, seasonal, and part-time employees:

- (1) **Testing Required:** All new employees that are not anticipated to be full-time employees must be tested after 12 months of employment to determine whether the employee should be treated as a full-time employee or not for purposes of an offer of health insurance coverage. This initial testing is in addition to the testing required of all employees.
- (2) **Initial Measurement Period:** The initial measurement period for new variable hour, seasonal, and part-time employees begins on the first day of the first calendar month following the employee's start date, and continues for 12 consecutive months.

- (3) Administrative Period – V/S/PT Employees: There is an administrative period after the initial measurement period in order to evaluate the hours of service of new variable hour, seasonal, and part-time employees. This administrative period shall be no longer than 90 days, including the period between the new employee's start date and the beginning of the initial measurement period, and the administrative period shall end after the last day of the first calendar month beginning on or after the first anniversary of the employee's start date.
- (4) Stability Period – V/S/PT Employees: The stability period for variable hour, seasonal, and part-time employees shall be the 12-month period following both the initial measurement period and the administrative period.
 - (a) Variable hour, seasonal, and part-time employees who had on average at least 30 hours of service per week during their initial measurement period will be treated as full-time employees and will be offered coverage under the city's group health plan no later than the first day of the associated stability period if the employee is still employed on that day.
 - (b) Variable hour, seasonal, and part-time employees who had on average less than 30 hours of service per week during their initial measurement period will continue to be treated as not full-time employees for the associated stability period.

B. Ongoing employees:

- (1) Annual Testing Required: All ongoing employees, including new and ongoing variable hour, seasonal, and part-time employees, will be tested on an annual basis to determine whether the employee should be treated as a full-time employee or not for purposes of an offer of health insurance coverage. For variable hour, seasonal, and part-time employees, testing under the standard measurement period is in addition to testing under the initial measurement period.
- (2) Standard Measurement Period: The standard measurement period for all ongoing employees is the twelve-month period beginning January 1 and ending on December 31 of the following year.
- (3) Administrative Period – Ongoing Employees: There is an administrative period after the standard measurement period in order to evaluate employees' hours of service. This administrative period shall begin January 1 and end February 31. The administrative period overlaps with the prior year's stability period, such that ongoing employees who are enrolled in coverage because of their status as full-time employees based on the prior year's standard measurement period will continue to be covered through the administrative period.
- (4) Stability Period – Ongoing Employees: The stability period for ongoing

employees shall be the twelve-month period beginning March 1 and ending February 31.

- (a) Employees who had on average at least 30 hours of service per week during the prior standard measurement period will be treated as full-time employees and will be offered coverage under the city's group health plan no later than the first day of the associated stability period (March 1) if the employee is still employed on that day.
- (b) Employees who had on average less than 30 hours of service per week during the standard measurement period will continue to be treated as not full-time employees for the associated stability period.

C. Miscellaneous:

- (1) For new variable hour, seasonal, and part-time employees, if there is a period of time between the end of the stability period associated with the employee's initial measurement period and the beginning of the stability period associated with the employee's first full standard measurement period, the designation of the employee as full-time or not full-time from the initial measurement period continues to apply until the beginning of the stability period associated with the standard measurement period.
- (2) In all testing, the city shall use actual hours of service from records of hours worked and hours for which payment is made or due.

End of Section 17

SECTION 18: FAMILY AND MEDICAL LEAVE ACT (FMLA)

1. GENERAL POLICY.

To the extent required by the Family and Medical Leave Act of 1993 (FMLA), Highland City provides 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.

- A. 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.
- B. “Intermittent leave” or a “reduced leave schedule” may be taken under certain circumstances as set forth in the FLMA.

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.

3. LEAVE OPTIONS.

- A. Employees on FMLA leave must use all accrued administrative and compensatory leave and all vacation and sick leave accrued beyond 40 hours of each type for the FMLA leave. Employees will be paid for that portion of the FMLA leave covered by the hours of paid leave being used.
- B. Employees on FMLA leave may choose to use remaining vacation or sick leave not required to be used in order to be paid for additional portions of their FMLA leave.
- C. All FMLA leave taken when there is no accrued leave used will be unpaid leave.

4. NOTICE AND MEDICAL CERTIFICATION REQUIREMENTS.

When an employee notifies Highland City of the request for FMLA leave, Highland City may provide the employee with an Employer Response to Employee Request for Family and Medical Leave Form. Employees who are required to provide medical certification will use a Certification of Physician or Practitioner Form. 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 (3rd) opinion, they will both be at the employer's expense.
 - C. A fitness for duty report may be required before an employee returns to work with the employer.
5. BENEFITS AND EMPLOYMENT STATUS.
- A. During the FMLA leave, Highland City maintains the employee's health benefits coverage under any "group health plan" that the employee has with the employer.
 - B. The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's FMLA leave. However, no seniority, vacation or sick leave, or other benefits, will accrue during the FMLA leave.
 - C. Upon return from FMLA leave, employees will typically be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

SECTION 19: 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 work days without authorized leave shall be deemed to have voluntarily resigned his or her position and employment without notice. Where extenuating circumstances are found to have existed, however, such absence may be excused by the City Administrator, or designee, with a subsequent grant of leave with or without pay as the circumstances dictate.
- C. All exempt employees will be charged with leave according to federal statutes such that their exempt status will not be compromised. If an exempt employee believes that certain leave should not have been charged because of the exempt status of the employee, the employee shall notify the City Administrator within ten (10) business days. Any leave charged that should not have been charged against an exempt employee will be corrected.

2. ANNUAL VACATION LEAVE.

- A. Each regular, full-time employee shall receive annual vacation leave at the following rate:
 - (1) For one (1) month to five (5) years of service, leave shall accrue at the rate of 3.077 hours per pay period.
 - (2) From five (5) years to ten (10) years of service, leave shall accrue at the rate of 4.615 hours per pay period.
 - (3) For over ten (10) years of service or more, leave shall accrue at the rate of 6.154 hours per pay period.
- B. New employees shall accrue annual vacation leave from the date of hire, but they shall not be eligible to use accrued leave until they have satisfactorily completed the probationary period and have been promoted to regular status.
- C. Persons hired on an emergency, part-time, seasonal, temporary or contract basis shall not accrue annual vacation leave.
- D. Employees may accrue up to 175% of their annual leave. If the employee's annual leave exceeds the maximum, on the anniversary date of employee's hire the excess annual leave will be lost.

- E. Each department head will issue approval or disapproval on all annual vacation leave requests.
- F. A holiday which falls during an employee's annual vacation leave shall be counted as a paid holiday and not as annual vacation leave.
- G. An employee who is separated from employment may be compensated for all accrued annual vacation leave. Leave may not be taken after notice of resignation has been given by the employee.
- H. All annual vacation leave requests should be submitted a reasonable time in advance of the desired time off to the City Administrator, or designee. If an excessive (being the number of requests if granted that would render the department or organization ineffective) amount of employees request annual vacation leave for the same time period, annual vacation leave may be granted in order of application (first-come-first-served), based on the needs of the organization and at the discretion of the City Administrator, or designee.
- I. Official annual vacation leave records will be maintained and kept current by the City Administrator, or designee.
- J. Vacation usage will be reported to the City Administrator, or designee, using attendance forms.

3. HOLIDAY LEAVE.

- A. Holidays which apply to regular, full-time employees are:

- (1) New Year's Day January 1st
- (2) Human Rights Day 3rd Monday in January
- (3) Presidents' Day 3rd Monday in February
- (4) Memorial Day Last Monday in May
- (5) Juneteenth National Freedom Day Date determined by State
- (6) Independence Day July 4th
- (7) Pioneer Day July 24th
- (8) Labor Day 1st Monday in September
- (9) Veteran's Day November 11th
- (10) Thanksgiving Day 4th Thursday in November

(11) Christmas Day December 25th

(12) Any day designated by the Mayor as a Holiday will be observed.

B. If any of the above holidays fall on Saturday or Sunday, then the City Administrator will determine the observed day for the Holiday.

4. SICK LEAVE.

A. Purpose. Sick leave shall not be considered as a privilege which an employee may use at his or her discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee or immediate family of the employee.

B. Use of sick leave. Sick leave may be used at any time with approval of the City Administrator, or designee, for any of the following reasons:

(1) When employees are unable to perform their regular duties or other temporary work to which they may be assigned.

(2) Visits to hospitals, clinics, doctors' and dentists' offices for diagnosis or treatment of illness or injury or examination.

(3) Sick leave may be allowed for absence due to the illness or injury of an employee's dependents or spouse.

C. Eligibility. Sick leave shall be available to all full-time regular employees. Seasonal, temporary, and provisional employees are not eligible for sick leave. Sick leave will not be granted to employees during their first ninety (90) calendar days of employment, except for emergency circumstances.

D. Accrual. Full-time employee's sick leave is accrued at the rate of 3.69 hours per pay period or twelve (12) days per year. The employee will begin to accrue sick leave immediately upon being hired by Highland City. Sick leave shall not accrue if an employee is in a leave-without-pay status. Sick leave shall accrue to a maximum of 520 hours or 13 weeks. Records will be kept by the City Administrator, or designee.

(1) Employees retiring from the Utah Retirement System may convert fifty (50) percent of all accrued sick leave hours to vacation leave, not to exceed 260 hours

E. Use. Sick leave shall be charged against non exempt employees in not less than one (1) hour increments. Exempt employees will be charged with sick leave according to federal statutes such that their exempt status will not be compromised.

- F. Termination or Resignation. An employee who is terminated or resigns 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 City Administrator, or designee, no later than one (1) hour after normal starting time on each day of absence unless the circumstances surrounding the absence make such notification impossible. The City Administrator, or designee, should also be kept advised of the employee's expected date of return to duty.
 - (2) Any absence for illness beyond accrued sick leave will result in the employee being carried on annual leave status until all annual 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 Administrator, or designee, may require a certificate from the attending physician stating that such illness prevented the employee from working.

5. PARENTAL LEAVE.

- A. Employees who have given birth, or employees whose spouse has given birth, and employees who have children placed with them for adoption or foster care may use parental leave in accordance with the Family and Medical Leave Act (FMLA) and the City's related FMLA policies in Section 18 and this section.
- B. Employees must provide at least thirty (30) days advance notice of the need for FMLA Leave, where possible, to their supervisor and the City's human resource generalist. If advance notice cannot be given due to an emergency, the employee should notify their supervisor and the city's human resource generalist as soon as practicable.
- C. FLMA Leave and Modified Schedule. The use of FMLA leave for parental leave counts against the twelve (12) week total allotment of FMLA leave. Parental leave must be used within twelve (12) months of date of the child's birth or placement. Parental leave may be used according to the following schedules:
 - (1) Standard FMLA Leave. An eligible employee may use available FMLA leave for parental leave as a single, continuous block of leave, up to twelve (12) work weeks, after which the employee shall return to their usual work schedule. The terms and conditions of this leave are governed by Section 18.
 - (2) Adjusted Work Schedules and Intermittent Leave Usage.
 - (a) An eligible employee may use their FMLA leave for parental leave over the twelve (12) month period from the birth or placement of the child according to any schedule required by the medical needs of the

parent or child. No special permission is required to use FMLA leave on an intermittent basis due to medical necessity, but the employee must notify and communicate with their supervisor and the City's human resource generalist to coordinate leave usage and work schedules.

- (b) An eligible employee may request to use FMLA leave for parental leave on an intermittent, reduced, or part-time leave basis. The employee must inform the City's human resource generalist of their request and proposed schedule of leave usage and work. The City will attempt to accommodate requested schedules, but the availability of adjusted leave and work schedules depends on the needs of the City and the employee's department, and therefore not all proposed schedules will be able to be approved. The city administrator, or designee, will determine the availability of adjusted leave and work schedules, in consultation with the employee, the employee's supervisor, and the City's human resource generalist.

6. EMERGENCY LEAVE.

The City Administrator, or designee, may allow an employee reasonable time off, not to exceed three (3) working days with pay, in case of an emergency. Time will be charged to the employee's sick leave, annual vacation leave, or accrued compensatory time. The 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 thirty (30) calendar days, an employee's annual vacation leave, sick leave, or time toward their yearly performance evaluation, if applicable, shall not accrue.

7. MILITARY LEAVE.

Highland City complies with all federal and state laws regarding employees and applicants who are in military service, have served in the military, or who are seeking to serve in the military.

- A. A regular 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 any one (1) calendar year.

8. JURY LEAVE.

Employees called for jury duty or subpoenaed as a witness will receive leave with pay during the time of such court service. Any other compensation received by the employee for jury duty shall belong to the City. Paid leave will not be granted when the employee is serving as his own witness in suits the employee has initiated.

9. BEREAVEMENT LEAVE.

Following the death of an employee's immediate family members, including spouse, parents, parents-in-law, children (including a miscarriage or stillbirth), children's spouses, grandparents, spouse's grandparents, grandchildren, brothers, sisters, brothers-in-law, and sisters-in-law, or other close relations as approved by the City Administrator, the City Administrator, or designee, shall grant an employee up to three (3) days of bereavement leave with pay to attend in-state funerals or for other needs related to death and five (5) days for out of state funerals or other out- of-state business related to the death. Bereavement leave shall not be charged against accrued annual vacation or sick leave.

10. ADMINISTRATIVE LEAVE WITH PAY.

A regular or probationary employee may be placed on administrative leave with pay pending the outcome of an investigation undertaken to determine if disciplinary action against the employee is warranted.

11. LEAVE WITHOUT PAY.

- A. In addition to the other types of leave set forth in these policies, the City Administrator, or designee, may grant an employee leave without pay for a specified period of time, not to exceed ten (10) working days. Approval for leave without pay for longer than ten (10) working days must be granted by the City Administrator. At the expiration date of the leave without pay approved by the City Administrator, the employee may be returned to the same position, where feasible, or to a similar position. Failure of the employee to return to work at the expiration of leave without pay shall be considered a voluntary resignation of his or her position and employment without notice.
- B. A leave without pay shall not constitute a break in service. However, during a leave without pay period in excess of thirty (30) calendar days, an employee's 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 Highland 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.
- D. Employees are expected to apply for leave without pay in advance and in writing, providing as much detail about the absence as possible so that the City Administrator, Mayor, or designee, may decide whether to grant the leave without pay.

12. 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 Administrator, or designee, as soon as possible. In some cases, where official paperwork is not available, the City Administrator, or designee, may request that the employee supply additional information in writing to support the absence.

13. CONTRIBUTION OF LEAVE.

All employees are eligible to receive contributions of leave from other employees in cases of catastrophic leave.

- A. An employee is eligible to receive catastrophic leave donations upon date-of-hire. An employee can donate time after six (6) months of employment.
- B. The purpose of Catastrophic Leave is to permit employees to contribute a portion of their accrued sick leave, vacation leave, administrative or compensation time to another City employee, when such employee has suffered a catastrophe injury or illness. This type of leave may also apply to an employee who is caring for a terminally ill member of his/her family. Under hardship circumstances described below, an employee may donate, to other employees, accrued vacation or compensation time, if donating employee will have a combined minimum of one hundred-sixty (160) hours of accrued vacation and compensation time left on the books, after the donation. The donation must be approved by the employee's Department Head and the City Administrator. The donated leave will be allocated on an as-needed basis to the employee receiving the leave. Those donating will have time deducted from their accrued vacation or compensation accrual balances only when the receiving employee uses the time. If the employee receiving the donation returns to work before all "committed" donated time is used, the donation will be returned to the employee committing the donation without being deducted.
 - (1) Participation is voluntary.
 - (2) For the purposes of this leave program, "catastrophe" shall include an illness or event which is monumental, unusual, unexpected, immediate in nature, and which is expected to preclude the employee's returning to work for an extended period of time. Catastrophic leave shall not include maternity leave unless there are catastrophic events. The City reserves the right to request supporting documentation.
 - (3) The receiving employee must have been absent from work due to injury or illness and have exhausted all earned leave credits, including but not limited to sick leave, vacation leave, holiday leave, compensation time, administrative leave, etc., and is therefore facing financial hardship.
 - (4) The hours will be deducted from the donor's leave, converted to dollars and used to compensate the recipient at the recipient's regular rate of pay. Sick

leave into converted to dollars and is a one to one transfer.

- (5) Donations will be listed in the order in which the City Administrator receives them. For each pay period, a sufficient number of donor hours will be converted and used to compensate the recipient. Unconverted donations shall revert to the donor.
- (6) Donations must be in one-hour increments.
- (7) Requests must be initiated by the employee, recommended by the Department Head, and receive final approval from the City Administrator or designee.

14. ABUSE OF LEAVE.

Workplace morale is affected when employees abuse the attendance and punctuality policy; consequently, excessive absenteeism will result in disciplinary action, up to and including termination.

End of Section 19

SECTION 20: GENERAL SAFETY

1. GENERAL POLICY.

The following general safety rules will apply in all work places. Each work unit may prepare separate safety rules applicable to the specific nature of work in its area but not in conflict with these rules.

- A. Proper licensing and extreme caution are required by all employees operating any type of power equipment.
- B. Employees will use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, back supports, 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 and the City Administrator.
- E. Defective equipment will be reported immediately to the supervisor and City Administrator.
- F. Employees will not operate equipment or use tools for which licensing and training has not been received.
- G. The 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 HIGHLAND CITY EQUIPMENT AND TOOLS.

The use of Highland City equipment or tools for private purposes is strictly prohibited. However, reasonable use of Highland City tools and equipment to protect property and preserve life is authorized.

- A. Employees shall be required to attend training provided by Highland City, including an explanation of job hazards, safety procedures and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job description. Employees may attend additional training as approved by Highland City.
- 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. Employees must comply with all laws and regulations applicable to the CDL.
- C. Operators and passengers who are in a vehicle during the working hours must wear seat belts when the vehicle is in operation and observe all traffic laws.
- D. Employees shall keep the City vehicles which are used by them clean, presentable, and serviceable. Employees receiving car allowances shall also keep their vehicles clean, presentable, and serviceable.

3. PROTECTION FROM CONTRACTOR CAUSED LOSSES AND LIABILITIES

- A. It is the policy of the City to follow the City's procurement code in obtaining goods and services for the City. The City will endeavor to take all necessary precautions and steps in written contracts to prevent loss and liability arising from the City entering into relationships with independent contractors. All such independent contractor agreements should be reviewed by the City Attorney.

SECTION 21: UTAH OSHA REQUIREMENTS

1. GENERAL POLICY.

It is the policy of Highland 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.

Highland 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 Administrator 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 inspectors 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 Administrator, supervisor, or designee, who will accompany the inspector during any inspection.
- C. If the UOSHA inspector does not reveal the appropriate credentials at the outset of the inspection, the City Administrator, or designee, should ask the inspector to reveal their credentials and should examine them before allowing an inspection of the job site.
- D. The City Administrator, or designee, should not refuse an inspection of the job site even if the inspector does not have a warrant to inspect.
- E. If the credentials are appropriate, and before beginning the inspection, the City Administrator, or designee, should ask the inspector the reason the inspection is being conducted. If it is routine, no further requests are required. If the inspection was due to an employee complaint, the City Administrator, or designee, should request a copy of the complaint. This will help Highland City correct any safety problems. Under no circumstances should the information received on an employee complaint be used for disciplinary action or the basis for other retaliatory conduct toward an employee as this type of action is prohibited by law.
- F. The City Administrator, or designee, should accompany the inspector during the entire inspection of the job site.
- G. The City Administrator, or designee, should take notes throughout the entire inspection. The City Administrator, or designee, should note every comment and

observation made by those participating in the inspection. The City Administrator, or designee, accompanying the inspector should not volunteer any unsolicited information.

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 Administrator or their supervisor, who will ensure prompt and qualified medical attention is provided and all required UOSHA reports are completed. Employees who do not and/or will not accept qualified medical attention when directed by the City Administrator, or designee, shall be subject to disciplinary action, up to and including termination.
- B. The City Administrator, or designee, will investigate the job-related injury to determine the cause of the injury.
- C. Highland City shall contact UOSHA within twelve (12) hours of the occurrence of any job related death, disabling, serious or significant injury, and/or any occupational disease.
- D. Highland 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 job. Minor injuries such as scratches and cuts do not need to be reported to UOSHA if they require only minor first-aid treatment.
- E. Highland City shall keep a copy of the UOSHA report in their UOSHA File.
- F. Highland 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 a work-related injury, Highland City shall file a report with UOSHA within seven (7) days of first knowledge or notification of the death.

SECTION 22: DISASTER RESPONSE PLANNING

1. GENERAL POLICY.

Highland City has developed the following Disaster Response Plan. All employees are expected to adhere to this Disaster Response Plan to the maximum extent possible and practicable.

2. EMPLOYEE DISASTER NOTIFICATION.

Supervisors are responsible for notifying all Highland City employees of the disaster response action to be taken in the event of a disaster or pending disaster, if possible, using the means set forth by the City Administrator.

3. NATURAL DISASTER (WIND, WATER, FIRE, EARTHQUAKE) OR MAN-MADE DISASTER (NUCLEAR, TERRORIST) RESPONSE PLAN.

A. Employees already at work will assess the disaster and take whatever evasive action is deemed necessary, within the law, to protect themselves, their fellow employees, and the public in general.

- (1) Employees will report to their supervisor, City Administrator, Mayor, or designee, as soon as practical and await instructions.
- (2) Use of all Highland City vehicles, equipment, tools, and office items, including telephones and computers, will be used only as directed by an employee's supervisor during an emergency situation.
- (3) Employees will be allowed to contact their families when their supervisor allows this action to be taken.

B. Employees not at work will assess the disaster and take whatever evasive action is necessary, within the law, to protect themselves and their families. They will then contact their supervisor, City Administrator, Mayor, or designee, as soon as practical for further instructions.

4. SUSPICIOUS PERSON OR ASSAILANT THREATS.

Highland City has developed the following procedures to be followed in the event that a suspicious person or assailant is in the area:

A. Be Prepared.

- (1) Employees will use the "Sir Name" of the City Administrator, or designee, that they are addressing, repeated again, to alert the City Administrator, or designee, of a threatening situation. An example following this procedure would be: "Mr. (Last name of the City Administrator), Mr. (Last name of the City Administrator), could you please come to the front desk."

- (2) When possible, employees will physically signal to supervisors or employees that a threatening situation exists.
 - B. Be Observant. Features and physical characteristics that employees can remember about suspicious persons or assailants will greatly help local law enforcement officials in the apprehension of suspects.
5. TELEPHONE BOMB THREATS.
- A. Be Calm and Courteous to the caller. Employees will notify the City Administrator, City Administrator, or designee, using a signal or note while the caller is on the line. The employee will communicate with the City Administrator, or designee, by using or passing notes. The employee should not attempt to talk to the City Administrator, or designee, by putting their hand over the phone and talking or whispering.
 - B. Be Attentive. Voice characteristics, background noises, and bomb threat details that employees can remember about suspicious persons or assailants will greatly help local law enforcement officials in the apprehension of suspects.
6. MAIL LETTER AND PACKAGE BOMB THREATS.
- A. Be Cautious. Visually assess the letter or package and inform the City Administrator, or designee, or anything unusual. It is always better to be safe than sorry.
 - B. Be Careful. Unusual weight, shape, or other details that employees can remember about suspicious persons or assailants will greatly help local law enforcement officials in the apprehension of suspects.
7. SUSPICIOUS ARTICLE THREATS.
- Be Alert. Report all suspicious articles to the City Administrator, City Administrator, or designee. Do not touch, pick up, shake, or attempt to move any articles of a suspicious nature.

SECTION 23: ADMINISTRATIVE POLICIES

1. ADOPTION OF ADMINISTRATIVE POLICIES.

The City Administrator may adopt administrative policies and procedures from time to time as necessary that address operational or day-to-day activities. Such policies shall be communicated to all employees and incorporated herein under Appendix A, “Administrative Policies.”

End of Section 23

SECTION 24: APPENDIX

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ADMINISTRATIVE POLICY #1: LACTATION BREAKS

- A. Eligible Employees. All employees who are nursing mothers are eligible to take reasonable breaks under this policy to express breast milk for up to one year after the birth of the employee's child. The City encourages all eligible employees who intend to take breaks under this policy to notify the Human Resources Department of their intent.
- B. Lactation Breaks. Eligible employees may take a reasonable amount of break time to accommodate the employee's need to express breast milk for the employee's nursing child. Eligible employees should notify the Human Resources Department of the frequency, timing and duration of lactation breaks they need to take. Please contact the Human Resources Department for information about the designated location for lactation breaks.
- C. Compensation. Lactation breaks under this policy are unpaid, however, employees who use break time to express breast milk should inform the Human Resources Department to be compensated in accordance with the City's break policy. Employees who are required to record time the City's timekeeping policy must accurately record the start and end of lactation breaks on their time sheets/clock in and out for their lactation breaks in accordance with the City's timekeeping policy. Uninterrupted lactation breaks do not count as hours worked. Exempt employees may be provided break time with pay when necessary to comply with state and federal wage and hour laws.
- D. No Retaliation. The City expressly prohibits any form of discipline, reprisal, intimidation, retaliation or discrimination against any individual for requesting or taking lactation breaks.

SALARY PLAN

End of Section 24

POLICY STATEMENT AND ACKNOWLEDGMENT FORM

1. I have received my copy of the Personnel Policies and Procedures Manual (Manual) which outlines certain policies, practices and benefits of Highland 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. **I UNDERSTAND THAT THIS MANUAL IS NOT, AND SHALL NOT BE CONSTRUED AS, AN EXPLICIT OR IMPLIED CONTRACT, SHALL NOT MODIFY ANY EXISTING AT-WILL STATUS OF ANY HIGHLAND CITY EMPLOYEE, AND SHALL NOT CREATE ANY DUE PROCESS REQUIREMENT IN EXCESS OF FEDERAL OR STATE CONSTITUTIONAL OR STATUTORY REQUIREMENTS.**
3. Since the information in this Manual is subject to change with or without notice, it is understood that the information that I have received may be changed or replaced by other policies and procedures, which Highland City may adopt in the future. I understand and acknowledge that no one has promised me that Highland City will not change these policies, and I understand that Highland City has reserved the right to change these policies in the future.
4. For Probationary Employees and Department Heads, I understand and agree that my employment with Highland City may be terminable **at-will**, meaning that either myself or Highland City may terminate the employment relationship at any time for any reason. I understand that neither myself nor Highland 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.
5. I understand and agree that no one at Highland City, except the City Council, has any authority to enter into any agreement for employment for any specified period of time or to make any agreement which alters, amends or contradicts the provisions that are stated in this manual.

Signature of Employee

Printed Name of Employee

Date