

MEETING NOTICE AND AGENDA KAYSVILLE CITY COUNCIL

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, May 17, 2018 starting at 7:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

The agenda shall be as follows:

KAYSVILLE CITY COUNCIL MEETING – 7:00 p.m.

1. OPENING.
 - a. Opening given by Council Member Adams.
2. RECOGNITIONS AND PRESENTATIONS.
 - a. Public Works Week 2018 Proclamation – Josh Belnap, Public Works Director.
 - b. Youth City Council, Award of Service – Council Member Barber.
3. DECLARATION OF ANY CONFLICTS OF INTEREST.
4. CONSENT.
 - a. Approval of Minutes - April 19, 2018.
 - b. Approval of Minutes - May 3, 2018.
 - c. Acceptance of Improvements for the Clifton Subdivision.
5. ACTION ITEMS.
 - a. Preliminary Plat approval for the Madsen Meadows Subdivision Lot 3 Amended, located at 1833 South 200 West.
6. WORK ITEMS.
 - a. Carbon Free Power Project Discussion (20 Minutes)
 - b. Net Metering Agreement Proposed Changes Discussion (10 Minutes)
 - c. Budget Discussion (20 Minutes)
 - d. Human Resource Manual Review (20 Minutes)
7. CALL TO THE PUBLIC.
8. COUNCIL MEMBER REPORTS.
9. ADJOURNMENT.

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services or activities. If you need special assistance due to a disability, please contact the Kaysville City Offices at (801) 497-7008.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall and emailed copies to media representatives on May 15, 2018.

*Maria T. Devereux
City Recorder*



KAYSVILLE CITY COUNCIL

Meeting Minutes

DRAFT

April 19, 2018

Meeting Minutes of the April 19, 2018 Architectural Review Meeting.

Present: Mayor Witt, Council Member Barber, Council Member Page, Council Member Hansen, Council Member Garn, and Council Member Adams.

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, Chief Sol Oberg, Finance Director Dean Storey, City Attorney Nicholas Mills, Rosemary Lindsay, Robert Lindsay, Eric Martz, Ken Sheffield, Jared Tubbs, Power Dept. Resource Manager Bruce Rigby, Power Dept. Manager Gary Hatch, and Dana Griffin.

ARCHITECTURAL REVIEW MEETING

GP MOTORS USED CAR LOT – USE AND TIMING

Lyle Gibson, Zoning Administrator, noted that a proposal for a new business in the Kaysville Business Park. The primary use of the business is that of a used car lot. The business model as further explained in the applicant's submittal is unique. As the applicant is considering the purchase of the property, he is looking for assurance from the Architectural review committee on a few specific items such as; is this a business that is acceptable to Kaysville City, the location of sales lot and fencing requirements and phases of implementation. Lyle Gibson noted that Camping world has similar set up with a product area.

Committee Member Garn made a motion to approve the temporary use of this land for storing cars and that usage is contingent upon future use, if there are substantive changes, the owners must come before the committee again, second by Community Member Page.

The vote on the motion was as follows:

Committee Member Barber, Yea
Committee Member Page, Yea
Committee Member Adams, Excused
Committee Member Garn, Yea
Committee Member Hansen, Yea

The motion passed four to one.

Committee Member Barber made a motion to adjourn at 6:50 p.m., second by Committee Member Page.

Committee Member Page made a motion to close the Architectural Review Meeting, second by Committee Member Garn. The motion passed unanimously.

Maria Devereux/City Recorder

KAYSVILLE CITY COUNCIL

Meeting Minutes

DRAFT

April 19, 2018

Meeting Minutes of the April 19, 2018 Kaysville City Council Meeting.

Present: Mayor Witt, Council Member Barber, Council Member Page, Council Member Hansen, Council Member Garn, and Council Member Adams.

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, Chief Sol Oberg, Finance Director Dean Storey, City Attorney Nicholas Mills, Ken Sheffield, Jared Tubbs, Brigg Lewis, Traci Pulsipher, Carole Walker, Randi Von Bose, Schyler Montgomery, Jennifer Montgomery, Porter Montgomery, Justin Wright, Matt Yeates, David Saunders, and Eric Isom.

PUBLIC HEARING

AN ORDINANCE ADJUSTING A COMMON BOUNDARY BETWEEN KAYSVILLE CITY AND FARMINGTON CITY AND ANNEXING 0.69 ACRES OF REAL PROPERTY (AT APPROXIMATELY 2283 SOUTH 350 EAST FROM FARMINGTON CITY) INTO KAYSVILLE CITY. (ORD. # 18-4-1)

Lyle Gibson, Zoning Administrator, explained that the Kaysville City Council approved a resolution of intent to consider this boundary adjustment in March. Since that time the required noticing has been completed and it is now appropriate to consider an ordinance to approve the adjustment of the municipal boundary between Farmington and Kaysville City.

The proposal would remove just over half an acre from Farmington's city limits and that real property would be annexed into Kaysville City. The property owner requested this adjustment in order to build a new home on the property, which had been approved by Farmington City but makes more sense to be in Kaysville City as the access is onto a Kaysville City road and the property could be better served by Kaysville City.

Farmington City is also going through the same process. Even with the approval of an ordinance by Kaysville City, this action cannot go into effect until Farmington City also approves an ordinance. Only once both cities have agreed to the adjustment with the passage of ordinances can the adjustment be recorded and officially changed.

Council Member Garn made a motion to close the Public Hearing, second by Council Member Page.

CITY COUNCIL

ANNUAL OPEN MEETINGS ACT

Nic Mills, City Attorney, explained that the Open Meetings Act requires that a training needs to be given annually. He noted the public bodies should take their actions openly and conduct their deliberations openly.

Nic Mills noted that calling another council person individually is a good way to discuss an item and explained that nothing in the code prevents one on one discussion.

DECLARATIONS OF ANY CONFLICTS OF INTEREST

There were no conflicts disclosed by the Council.

CONSENT ITEMS

Mayor Witt called for a vote on the Consent Items.

Minutes from February 1, 2018, Minutes from February 15, 2018, Minutes from March 1, 2018, Minutes from March 15, 2018, Davis County Dispatch Agreement, Acceptance of Improvements for Hill Farms Subdivision Phase 4, and Acceptance of Improvements for Sunset Equestrian Estates Subdivision Phase 17B.

Council Member Adams made a motion to accept the Consent Items listed, second by Council Member Barber and passed unanimously.

PLANNING COMMISSION APPOINTMENT PROCESS

Michelle asked if the Planning Commission will submit an application to the Mayor and asked if the Council would be voting.

Mayor Witt explained that that the council will be given names of two individuals. The Mayor will present who is selected. The choice is at the Mayors discretion.

Council Member Adams suggested a two minute interview session with candidates and would like a say in who is to be on the commission.

Council Member Garn noted that we have a weak Mayor form of government and he is in favor of the way this is handled.

Council Member Barber made a motion for the Council to approve the applications for planning commission, including the ability to review all resumes and applications, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passes four to one.

APPROVAL OF PUBLIC WORKS VEHICLE PURCHASE AND APPROVAL OF PARKS AND REC. VEHICLE PURCHASE

Council Member Adams made a motion to deny purchase of these vehicles until there is further understanding of the purchase. The motion fails for lack of a second.

Council Member Garn made a motion to approve the purchase of vehicles for both Public Works and Parks and Rec, second by Council Member Garn.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passes four to one.

REQUEST FOR PURCHASE OF TRANSFORMER/POWER DEPARTMENT.

Council Member Hansen explained that he is interested in further clarification.

Council Member Hansen made a motion to table the item until item is clarified, second by Council Member Adams.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passes unanimously.

ACTION ITEMS

AN ORDINANCE CREATING A NEW PROCESS FOR LOT CONSOLIDATIONS AND LOT LINE ADJUSTMENTS. (ORD. #18-3-1)

Lyle Gibson, Zoning Administrator, advised that it has been expressed by members of both the Planning Commission and City Council that reviewing adjustments and lot consolidations seemed like a process that could be done by staff. These are applications where no new lot is created, typically two neighbors are adjusting a fence-line or occasionally an owner of two lots will combine them into one large lot to build a larger home. Currently these items are processed the same as any other subdivision and require a recommendation from the Planning Commission and ultimately approval from the City Council. There are a number of ways that this type of process could be handled according to State Statute. Staff has determined that it would still like to have a plat recorded documenting the change.

Council Member Adams made a motion to approve and ordinance, second by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passes unanimously.

AN ORDINANCE MODIFYING THE PROCESS FOR SUBDIVISION REVIEW AND REQUIRED SUBDIVISION IMPROVEMENTS. (ORD. # 18-3-2)

Lyle Gibson explained that when considering the role of different bodies and the type of land use applications being considered, the idea of keeping legislative decisions with the legislative body and administrative decisions with the staff and the Planning Commission was brought up during discussion of ordinances with the Planning Commission. Inasmuch as a subdivision is an administrative decisions where if an applicant meets the requirements of the ordinance, there is a certain level of obligation for the City to approve such an application. Most of the discretion with development comes with the consideration of a zone. Once a zone is approved over a property, the City has determined that the property may be utilized as regulated by that zone. A preliminary plat approval allows for some interpretation in determining if a proposed subdivision meets the requirements

of the zone and applicable ordinances. A final plat is confirmation of compliance with the conditions of preliminary plat approval and that all engineering and technical specifications are in order before development begins.

Council Member Page made a motion to approve an ordinance modifying the process for subdivision review and required subdivision improvements, second by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passes unanimously.

ROAD FEE ORDINANCE – AN ORDINANCE ENACTING TITLE 9, CHAPTER 2A OF THE KAYSVILLE CITY CODE AND PROVIDING FOR AN EFFECTIVE DATE. (ORD. # 18-4-2)

Shayne Scott explained that the Council has had on going meetings, Public Hearing and discussion about the Road Fee. He explained that the Kaysville City Council has evaluated the current condition of the transportation network with in the City and found it in need of repair.

CALL TO THE PUBLIC

David Saunders feels that a report of the current condition of roads should be added and updated annually.

Council Member Barber made a motion to adopt an ordinance enacting Title 9, Chapter 2A of the Kaysville City Code and providing for an effective date (Ord. # 18-4-2), second by Council Member Garn.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Nay

The motion passes three to two.

PRELIMINARY AND FINAL PLAT APPROVAL FOR THE DESERET COMPLEX
CONDOMINIUM SUBDIVISION LOCATED AT APPROXIMATELY 450 SOUTH
DESERET DRIVE.

Lyle Gibson explained that this commercial property is located between Tri-City Nursery and Boondocks on Deseret Drive and consists of about 7.5 acres. Recently a building permit was issued for a commercial building on what is shown on the plat as lot 4. Ultimately the owner would like to build three more buildings and have the ability to have separate ownership for each building. This plat provides for this by platting the general footprint of each building as a separate lot and providing for the parking and landscape areas to be owned as common area.

Council Member Page made a motion to accept the Preliminary and Final Plat for the Deseret Complex Condominium Subdivision located at approximately 450 South Deseret Drive, second by Council Member Garn

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passes unanimously.

DONATION AGREEMENT FOR WATER TANK DESIGN

Shayne Scott, City Manager, explained that staff has been working with Compass Development Holdings to potentially annex property at the north-east corner of the current Kaysville City boundaries. Compass Development is still finalizing some outstanding concerns before they can close on the property. Meanwhile, UDOT is planning to remove an existing Kaysville City Water tank as they widen Highway 89. These two events are at an intersection. UDOT needs the City to begin design of the new water tank; Compass Development wants that tank to service the property they hope to develop. This agreement would facilitate both UDOT's and Compass's concerns and allow the City to limit the risk of designing a water tank on property not currently accessible by the City.

Council Member Hansen noted the benefits of a larger tank.

Council Member Garn made a motion to approve the Donation Agreement for Water Tank Design, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passes unanimously.

APPROVAL OF A CONTRACT WITH SUNRISE ENGINEERING TO DESIGN A NEW CITY WATER TANK

Andy Thompson noted that Sunrise Engineering is the best proposal the City received. He explained that UDOT is actively working on a design to widen HWY-89. This widening will cause one of the City's water tanks to be removed. UDOT would like the new water tank to be completed prior to the existing tank being taken out of service. UDOT is also willing to pay for the replacement of the tank. In order to meet the timeline requested by UDOT, the City needs to begin the design of the tank now.

Andy Thompson stated that there were many qualified bidders but the bid documents are not in the packet.

Council Member Barber made a motion to approve the contract with Sunrise Engineering to design a new City water tank, second by Council Member Garn.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passes four to one.

AN ORDINANCE ADJUSTING THE COMMON BOUNDARY BETWEEN KAYSVILLE CITY AND FARMINGTON CITY AND ANNEXING 0.69 ACRES OF REAL PROPERTY INTO KAYSVILLE CITY. (ORD. # 18-4-1)

Lyle Gibson explained that this is a two part process, Farmington City needs to approve as well. The Kaysville City Council approved a resolution of intent to consider this boundary adjustment in March. Since that time the required noticing has been completed and it is now appropriate to

consider an ordinance to approve the adjustment of the municipal boundary between Farmington and Kaysville City. The proposal would remove just over half an acre from Farmington's city limits and that real property would be annexed into Kaysville City. The property owner requested this adjustment in order to build a new home on the property, which had been approved by Farmington City but makes more sense to be in Kaysville City as the access is onto a Kaysville City road and the property could be better served by Kaysville City.

Council Member Garn made a motion to approve the ordinance adjusting the common boundary between Kaysville City and Farmington City and annexing 0.69 acres of real property into Kaysville City. (Ord. # 18-4-1), second by Council Member Hansen.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passes unanimously.

WORK ITEMS

IPA RESOLUTIONS (10 Minutes)

Shayne Scott explained that the Intermountain Power Agency (IPA) that runs the Intermountain Power Plant (IPP) located in Delta, Utah, have been working for more than 5 years on a conversion from coal to gas. California cities, which make up over 90% of the actual users of this energy, gave notice to IPA that after 2027 they were no longer interested in this carbon produced energy resource. Since then, members of the project, including Kaysville who owns .739% of the project, have been working on the legal and practical issues surrounding the change from coal to gas. IPA is asking each of the 23 member cities to adopt the enclosed Resolutions that were actually passed two years ago but need further action to acknowledge that the IPA project will be about 840 MW (down from 1,800 as a coal fired plant) and cleans up other contractual language. 100% of the members must adopt these Resolutions for them to take effect. Bruce presented this Resolution to the Power Commission on April 3 and received a recommendation to forward the Resolutions on to the City Council.

Council Member page made a motion to move the Alternative Repowering Resolution 18-4-01 to an action item, second by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passes four to one.

Council Member page made a motion to move the Fifth Amendment to IPA organization agreement, Resolution 18-4-02 to an action item, second by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passes four to one.

HUMAN RESOURCE MANUAL REVIEW (20 MINUTES)

Shayne Scott explained that City staff have been working for more than a year on a much needed update to the city's Human Resource or Policy and Procedure Manual. Although certain aspects of the manual have been altered from time to time over the past, the last major update of the manual took place in 1999. City staff met several times throughout 2017 in work groups and as Department Heads.

Shayne Scott noted that can work with comments from the Council during next few weeks and noted he appreciates their input.

Council Member Garn asked for the previous versions to review, both the beginning and end product.

Council Member Hansen made a motion to move the Human Resource Manual to work item, second by Council Member Garn.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passes unanimously.

WATER METER PURCHASE (20 MINUTES)

Josh Belnap, Public Works Director noted that he would like to purchase new water meters for the purpose of time and cost savings. He explained that Public Works is seeking approval to sign a PO of roughly \$1,500,000 for the meters, the option to purchase and install of data collectors and software.

Council Member Garn made a motion to move the purchase of water meters to an action item, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passes unanimously.

PUBLIC COMMENT.

David Saunders asked about the cost and value of water meters, long term.

COUNCIL MEMBER REPORTS

Mayor Witt noted that April 28th is Arbor Day and signed a proclamation.

Mayor Witt also expressed appreciation and that of the Council for the responding agencies that came to the support the Kaysville City first responders during the incident on April 6th.

Council Member Barber explained the July 4th festivities and noted that she is looking forward to change of venue. Additionally, the city is in need of additional volunteers.

ADJOURNMENT

Council Member Garn made a motion to adjourn the meeting at 9:45 pm, second by Council Member Page. The motion passed unanimously.

Maria Devereux/City Recorder



KAYSVILLE CITY COUNCIL

DRAFT

Meeting Minutes

May 3, 2018

Meeting Minutes of the May 3rd Kaysville City Council Meeting.

Present: Mayor Witt, Council Member Barber, Council Member Page, Council Member Hansen, Council Member Garn, and Council Member Adams.

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, Chief Sol Oberg, Finance Director Dean Storey, City Attorney Nicholas Mills, Rosemary Lindsay, Robert Lindsay, Eric Martz, Ken Sheffield, Jared Tubbs, Power Dept. Resource Manager Bruce Rigby, Power Dept. Manager Gary Hatch, and Dana Griffin.

BLOOD ENDOWMENT COMMITTEE MEETING – 6:30 PM

Joshua Johnson, Deputy Director, Davis County Library gave a presentation about the Blood Endowment and requested funds for the 2018 year. The request was for the amount of \$50,000 and would be used for E-materials which would provide more of a choice for patrons.

Committee Member Hansen noted that as a library user, is nice to draw upon the resources of the county.

Dean Storey, Finance Director, explained that the Blood Endowment is a perpetual fund and that the income it generates can be utilized.

Committee Member Page a motion to approve the Blood Endowment Fund request of \$50,000, second by Committee Member Garn.

The vote on the motion was as follows:

Committee Member Adams, excused
Committee Member Page, Yea
Committee Member Hansen, Yea
Committee Member Garn, Yea
Committee Member Barber, Yea
Committee Chair Witt, Yea

The motion passed unanimously.

The meeting of the Blood Endowment Board adjourned at 6:55 p.m.

KAYSVILLE CITY COUNCIL MEETING – 7:00 PM

OPENING

An opening prayer was given by Council Member Hansen.

RECOGNITIONS AND PRESENTATIONS

Josh Belnap, Public Works Director gave a Public Works Department Report that focused on plans for streets maintenance, storm water and land drain systems, water meter reading, culinary sales and funding for roads, ie., Class C funds, Road Fees, and regulated funds that would go toward the repair of City roads. He explained that the overall goal of the department is a focus on safety first.

DECLARATION OF ANY CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

The Council discussed the Request for Purchase of Transformer Material for Power Department. The purchase of transformer materials are to replace and upgrade inventory.

Council Member Garn made a motion to accept the consent item, Purchase of Transformer Materials for Power Department, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

WASTE CONTRACT

Council Member Adams recommends the City to take another look at this and include other bids.

Shayne Scott, City Manager, noted that Robinson Waste were willing to keep the same rate and are competitive. He noted that he felt that this is a good way to take advantage of the good service we are receiving.

Dean Storey, Finance Director, recommends extending the contract for another two years.

Council Member Garn made a motion to continue the contract with Robinson Waste for two additional years, second by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed four to one.

WATER METER PURCHASE ORDER

Council Member Barber inquired about the value of the Customer Portal option for \$24,000. She explained that it may not provide much functionality for the cost.

Josh Belnap, Public Works Director, explained that the City can integrate this software option at any time.

Council Member Barber made a motion to approve the water meter purchase order with exception of the \$24,000 customer portal software, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Yea
..Council Member Page, Yea
Council Member Adams, Yay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

ACTION ITEMS

TENTATIVE BUDGET

Shayne Scott, City Manager, recommended adoption of the Tentative Budget for Fiscal Year 2019 and advised that budget changes may happen between now and June 21, 2018.

Council Member Page advised the Council to discuss matters with department heads if they have budgetary questions.

Shayne Scott explained there will be a Public Hearing on June 7th and approval of the budget on June 21st, 2018.

Council Member Page made motion to adopt the tentative budget with a Public Hearing scheduled June 7th, 2018, second by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed 4 to 1.

RESOLUTION 18-4-01 - IPA Project Approval of Alternative Repowering.

Bruce Rigby explained that Kaysville City acquired a portion of the capacity and output of the IPA Project. He noted that two Resolutions were needed for execution and delivery and approval of alternative repowering.

Council Member Page made a motion to adopt Resolution 18-4-01, second by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

RESOLUTION 18-4-02 - IPA Project Approval of the Fifth Amendment to IPA.

Council Member Barber made a motion to adopt Resolution 18-4-02, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

REZONE OF APPROXIMATELY 4.0 ACRES OF PROPERTY AT 292 WEST BLOOMING GROVE CIRCLE FROM A-1 (LIGHT AGRICULTURE) TO THE R-1-20 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT TO INCLUDE THE PRUD (PLANNED RESIDENTIAL UNIT DEVELOPMENT) OVERLAY ZONE.

Andy Thompson, City Engineer, explained that the rezone and plat approval were sought for the same property. He explained that the applicant desires to subdivide their property as Private Street Subdivision. The subdivision as proposed includes 4 lots, including the existing home on lot 1. Each lot is 20,000 sq. ft. in size or larger. The applicant is requesting the R-1-20 zoning district to accommodate the desired lot size. The PRUD overlay is still necessary to accommodate the private street and location of the existing barn. This subdivision includes a private street providing access to each lot with a new turnaround at the north end.

Council Member Garn made a motion to approve the rezone of approximately 4.0 acres of property at 292 west Blooming Grove Circle from A-1 to the R-1-20 zoning district to include the PRUD overlay zone, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

PRELIMINARY PLAT APPROVAL FOR BLOOMING GROVE II FIRST AMENDED AT 292 WEST BLOOMING GROVE CIRCLE.

Andy Thompson explained that the purpose of the Planned Residential Unit Development is to encourage a better living environment through greater flexibility of design that is not possible solely through the application of the standard zoning requirements; to encourage diversification in the relationship of residential uses and structures to their sites; to permit a more flexible development of such sites; to preserve meaningful open space, conservation areas, and sensitive lands such as wetlands, steep slopes, and unique vegetation; to preserve character, and assure greater compatibility of new construction with the existing neighborhood; to encourage good neighborhood and housing design by utilizing a variety of dwelling types and site arrangement plans so as to give imagination and variety in the physical pattern of the development. New construction in already developed areas should, to the greatest extent possible, maintain the established mass, scale, height, width, and form of the surrounding buildings.

Council Member Barber made a motion to approve the preliminary plat for the Blooming Grove II first amended at 292 West Blooming Grove Circle, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

REQUEST TO REZONE 2.0 ACRES OF PROPERTY AT 427 WEST BURTON LANE FROM R-A (RESIDENTIAL AGRICULTURE) TO THE R-1-LD (SINGLE FAMILY LOW DENSITY) ZONING DISTRICT.

Lyle Gibson explained that the subject property on the southwest corner of Burton Lane and Sunset Drive currently consists of 2 homes on 3 lots. The property owners are requesting a rezone to the R-1-LD zoning district for the purpose of creating one more buildable lot. Currently the zoning requires that each lot have $\frac{1}{2}$ an acre of property and at least 100 feet of frontage along a street. The requested R-1-LD zoning allows for lots to be as small as 12,000 sq. ft. in size while still requiring the overall density remain at 2 units per acre. Lots in the R-1-LD zoning district require a lot frontage of 90 feet rather than 100 feet.

Council Member Garn made a motion to approve the rezone 2.0 acres of property at 427 West Burton Lane from R-A (Residential Agriculture) to the R-1-LD (Single Family Low Density) zoning district, second by Council Member Hansen.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

PRELIMINARY PLAT APPROVAL FOR LINDSAY SUBDIVISION LOCATED AT 427 WEST BURTON.

Lyle Gibson explained that the proposed preliminary plat reflects a subdivision that meets the requirements of the R-1-LD zone where there are 4 total lots on just over 2 acres and each lot is at least 12,000 sq. ft. in size or larger. 3 of the 4 proposed lots are $\frac{1}{2}$ an acre in size or larger. Lot 4 is configured so as to accommodate the existing barn building and allow for a couple of horses per the city's farm animal ordinance.

Council Member Barber made a motion to approve Preliminary plat for the Lindsay Subdivision located at 427 West Burton, second by Council Member Adams.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

RESOLUTION 18-4-03 INTENT TO CONSIDER A BOUNDARY LINE ADJUSTMENT WITH LAYTON CITY AT APPROXIMATELY 166 WEST MUTTON HOLLOW ROAD.

Lyle Gibson explained that the applicant, Mr. Eric Martz, has been working with Layton City to build on the Layton City side of the boundary. During this process it was determined that in order to meet Layton City's required setbacks that additional property is necessary. The adjustment in consideration would take about 218 sq. ft. of property which is a sliver of property less than 3 feet wide along the shared city boundaries. Removing this property from Kaysville City does not create a violation of Kaysville City Ordinances.

Council Member Page made a motion to adopt Resolution 18-4-03 – The intent to consider a Boundary Line Adjustment with Layton City at approximately 166 West Mutton Hollow Road Second Garn.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

FINAL PLAT APPROVAL FOR THE PRESERVE SUBDIVISION PHASE 1 LOCATED AT 101 SOUTH

Andy Thompson noted that throughout the past few months this property has been rezoned to the R-1-LD zone and received preliminary plat approval. The first phase has now been submitted for final plat approval. Phase 1 consists of 25 lots on the easterly side of the project. When the preliminary plat was approved by the City Council, there was concern expressed regarding construction access. Based on this concern, Symphony Homes has worked out an agreement with the original property owner to provide a temporary construction access of off Angel Street. This access will be available before any homes begin construction.

Council Member Page made a motion to approve the final plat for The Preserve Subdivision Phase 1 Located at 101 south, second by Council Member Hansen.

Andy Thompson noted that this is the last final plat the will be approved by Council.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

WORK ITEMS

BUDGET DISCUSSION.

Shayne Scott encouraged the Council to ask questions in between meetings and offered to answer questions as needed.

Dean Storey gave an overall budget summary.

Josh Belnap, Public Works Director explained the importance of the purchase of a Salt Shed so the City can be in compliance with storm water regulations.

Mayor Witt encouraged the Council to email her as well with any questions regarding the budget.

CALL TO THE PUBLIC.

No public comments.

COUNCIL MEMBER REPORTS.

Council Member Barber noted that the City has invited High School students to apply for the Youth Council. She also explained that Public Works Week is May 20-21.

Shayne Scott noted that the Power Dept. received an award for safe and reliable practices. He praised their efforts.

Mayor Witt announced that the Planning Commission may have two vacancies and advised that applications are due by May 22, 2018.

Mayor Witt recognized Carolyn Pierson, most well known for her volunteerism and service to the community. She passed away this week.

ADJOURNMENT

Council Member Page made a motion for adjournment at 8:30 pm, second by Council Member Hansen and passed unanimously.

Maria T Devereux/City Recorder

STAFF REPORT



MEETING DATE: May 17, 2018

ITEM NUMBER:

TYPE OF ITEM: Consent

PRESENTED BY: Andy Thompson

SUBJECT/AGENDA TITLE:

Acceptance of Improvements for Clifton Subdivision

EXECUTIVE SUMMARY:

Clifton Subdivision is a flag lot subdivision consisting of 3 lots including an existing home just off of Angel Street. The required improvements have now been completed and inspected by City staff and found to be acceptable.

COUNCIL OPTIONS:

RECOMMENDED OPTIONS:

It is recommended that the improvements be accepted and that the standard requirement of a 10% warranty amount and one year warranty period be applied.

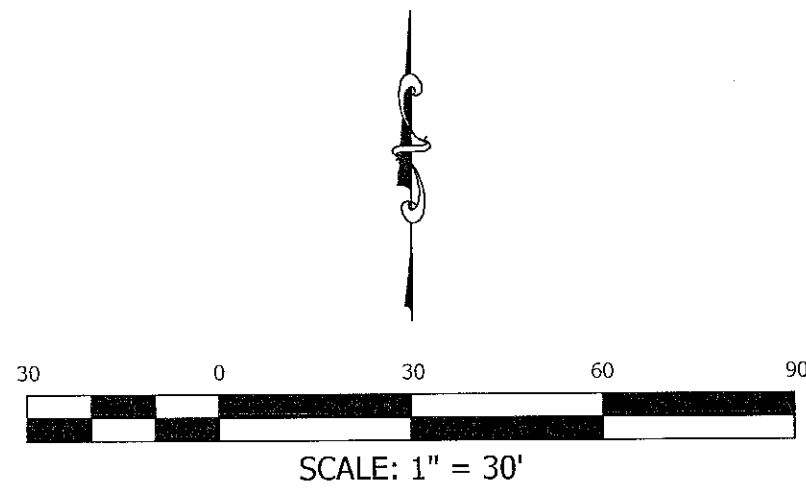
FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION:

N/A

ATTACHMENTS:

- 1) Location Map
- 2) Plat Map





NARRATIVE

THE PURPOSE OF THE SURVEY WAS TO MARK THE PROPERTY CORNERS. THE BASIS OF BEARING WAS ESTABLISHED BETWEEN THE MONUMENTS SHOWN.

THE LOT WAS LOCATED USING DAVIS COUNTY SURVEY BEARINGS FROM THE RECORD POSITION OF THE SOUTHEAST CORNER OF THE SECTION. PROPERTY LINES WERE EXTENDED OR RETRACTED TO MEET THE EASTERLY LINE OF ANGEL STREET. THE ROAD ALIGNMENT USED TO ESTABLISH RECORD COURSES ALONG ANGEL STREET WAS TAKEN FROM THE WEST KAYSVILLE STREET SURVEY (W.K.S.S.), PREPARED BY DON. C. COTTRELL SURVEYING.

SAID LOCATION OF THE LOT MATCHES EXISTING FENCING AND OCCUPATION LINES VERY WELL. THERE IS A DITCH IN THE REAR OF THE LOT THAT GENERALLY FOLLOWS THE REAR SURVEYED LINE. WE ALSO LOCATED A REBAR AND CAP WHICH CORRESPONDS WITH A SURVEY PREPARED BY ENSIGN ENGINEERING ON THE THREE PARCELS ABUTTING ANGEL STREET IMMEDIATELY SOUTH OF THE SURVEYED PARCEL. OUR CONCLUSIONS APPEAR TO MATCH THEIRS ALSO.

GENERAL NOTES:

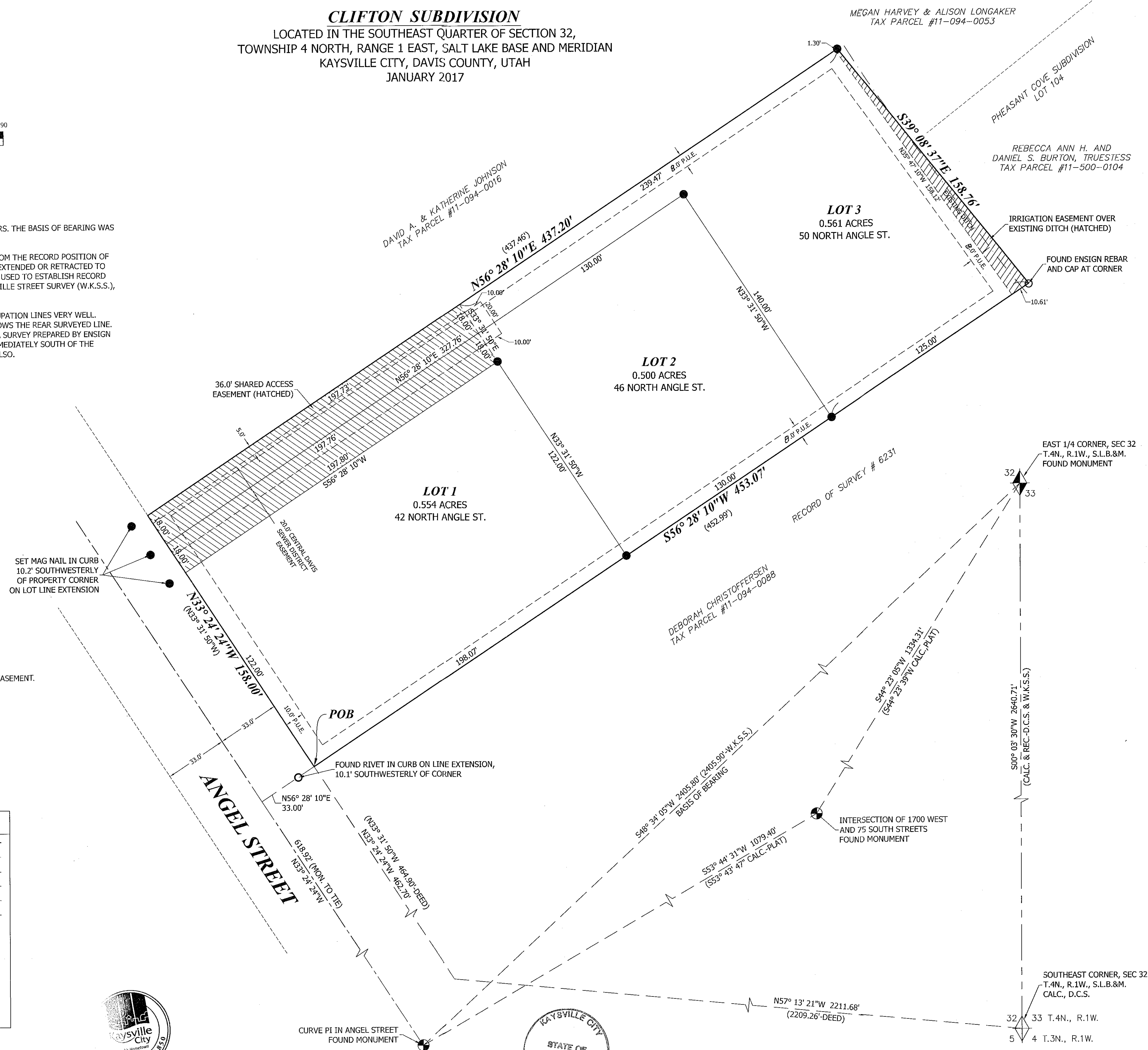
1. ALL EASEMENTS SHOWN ARE TYPICAL 8.0' WIDE PUBLIC UTILITY EASEMENTS (P.U.E.) UNLESS OTHERWISE NOTED.
2. ALL EASEMENTS FRONTING ROAD ARE 10' WIDE.
3. P.U.E. DENOTES A PUBLIC UTILITY EASEMENT AND A DRAINAGE EASEMENT.

LEGEND

PROPERTY LINE	_____
ADJACENT PROPERTY	-----
ROAD CENTERLINE	-----
SECTION LINE	-----
TIE TO MONUMENT	-----
EASEMENT LINE	-----
RECORD CALLS ()	
SET 5/8" REBAR WITH H&A ENTELLUS CAP, IS #166385, AT CORNER (UNLESS OTHERWISE NOTED)	●
FOUND PROPERTY MARKER (AS NOTED)	○

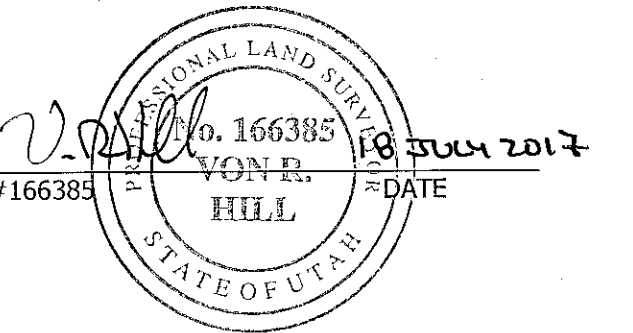
CLIFTON SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH
JANUARY 2017



SURVEYOR'S CERTIFICATE

I, VON R. HILL, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 166385 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS CLIFTON SUBDIVISION AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.



BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE EASTERLY LINE OF ANGEL STREET AT A POINT THAT IS NORTH 57°13'21" WEST 2209.26 FEET AND NORTH 33°31'50" WEST 464.90 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 32 AND RUNNING THENCE NORTH 33°31'50" WEST 158.00 FEET ALONG SAID EASTERLY LINE; THENCE NORTH 56°28'10" EAST 437.46 FEET; THENCE SOUTH 39°08'37" EAST 158.76 FEET; THENCE SOUTH 56°28'10" WEST 452.99 FEET TO THE POINT OF BEGINNING,

ALSO DESCRIBED AS: BEGINNING AT A POINT THAT IS SOUTH 48°34'05" WEST 2405.80 FEET TO THE MONUMENT FOUND AT CURVE PI IN ANGEL STREET AND NORTH 33°24'24" WEST 618.92 FEET ALONG THE CENTERLINE OF ANGEL STREET AND NORTH 56°28'10" EAST 33.00 FEET TO THE NORTHEAST LINE OF ANGEL STREET FROM THE EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING; THENCE NORTH 33°24'24" WEST 158.00 FEET ALONG SAID NORTHEAST LINE OF ANGEL STREET; THENCE NORTH 56°28'10" EAST 437.20 FEET; THENCE SOUTH 39°08'37" EAST 158.76 FEET AND THE SOUTHWESTERLY LINE OF LOT 104, PHEASANT COVE SUBDIVISION AND SAID LINE EXTENDED; THENCE SOUTH 56°28'10" WEST 453.07 FEET ALONG A LINE ESTABLISHED BY RECORD OF SURVEY # 6231 (DCS) TO THE NORTHEAST LINE OF ANGEL STREET AND TO THE POINT OF BEGINNING.

CONTAINING 1.61 ACRES.

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AS SHOWN ON THIS PLAT, AND NAME SAID CLIFTON SUBDIVISION AND HEREBY DEDICATE GRANT AND CONVEY TO KAYSVILLE CITY, DAVIS COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS EASEMENT FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, AND OPERATION OF PUBLIC UTILITY SERVICE LINE AND DRAINAGE AS MAY BE AUTHORIZED BY KAYSVILLE CITY.

SIGNED THIS 20 DAY OF July, 2017.

Paul Clifton
PAUL CLIFTON

Robin Clifton
ROBIN CLIFTON

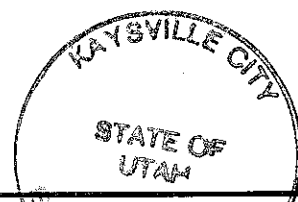
TRUST ACKNOWLEDGMENT

ON THE 20 DAY OF July, 2017 THERE PERSONALLY APPEARED BEFORE ME, PAUL CLIFTON AND ROBIN CLIFTON, TRUSTEES OF THE PAUL AND ROBIN CLIFTON FAMILY TRUST, WHO BEING DULY SWORN, DID SAY THAT HE/SHE IS A TRUSTEE OF SAID TRUST AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID TRUST AND THAT IT IS WITHIN THE TRUSTEE'S AUTHORITY TO EXECUTE THE SAME.

NOTARY PUBLIC: *James J. [Signature]*

RESIDENCE: Davis Co.

MY COMMISSION EXPIRES: 1/24/2020



KAYSVILLE CITY COUNCIL

PRESENTED TO THE CITY COUNCIL OF KAYSVILLE, UTAH, ON THIS 20 DAY OF July, 2017, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

CITY RECORDER ATTEST: *[Signature]*
MAYOR: *[Signature]*

CITY ENGINEER'S APPROVAL

I HEREBY CERTIFY THAT I HAVE CAREFULLY INVESTIGATED THE LINE OF SURVEY OF THE FOREGOING PLAT AND THE LEGAL DESCRIPTION OF THE LAND EMBRACED THEREIN AND FIND THEM TO BE CORRECT AND TO AGREE WITH THE LINE AND MONUMENTS ON RECORD IN THIS OFFICE.

SIGNED THIS 29th DAY OF Nov., 2017.

[Signature]
KAYSVILLE CITY ENGINEER

PLANNING COMMISSION APPROVAL

APPROVED THIS 26th DAY OF Jan., 2017, BY THE PLANNING COMMISSION OF KAYSVILLE CITY,

[Signature]

CITY ATTORNEY'S APPROVAL

APPROVED ON THIS 29th DAY OF NOVEMBER, 2017.

[Signature]
KAYSVILLE CITY ATTORNEY

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____, 20____
AT _____ IN BOOK _____ OF _____
COUNTY RECORDER: _____
BY: _____
DEPUTY



181 North 200 West, Suite #4
Bountiful, Utah 84010
Phone 801-298-2236
Fax 801-298-5983
PROJECT #1328001
01/25/2017, JH
07/18/2017, JH

42 North Angel Street



STAFF REPORT



MEETING DATE: 5/17/2018

ITEM NUMBER:

TYPE OF ITEM: Action Item

PRESENTED BY: Andy Thompson

SUBJECT/AGENDA TITLE: Preliminary plat approval for Madsen Meadows Subdivision Lot 3 Amended, located at 1833 South 200 West.

EXECUTIVE SUMMARY:

The applicants desire to subdivide their property at the above listed address for the purpose of creating an additional building lot. The property is just over 2 acres in size and includes 1 home on the eastern portion of the lot. The request is to create a second lot just to the west of the existing home. This changes the configuration from a single flag lot to a double flag lot. Each lot will be just over an acre in size, clearly conforming to the R-1-20 zone.

RECOMMENDATION:

The Planning Commission reviewed this proposal and unanimously recommended approval of the preliminary plat for the Madsen Meadows Subdivision Lot 3 Amended.

COUNCIL OPTIONS:

RECOMMENDED OPTIONS:

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION: - N/A

ATTACHMENTS:

Attachment 1: Area Map

Attachment 2: Preliminary Plat



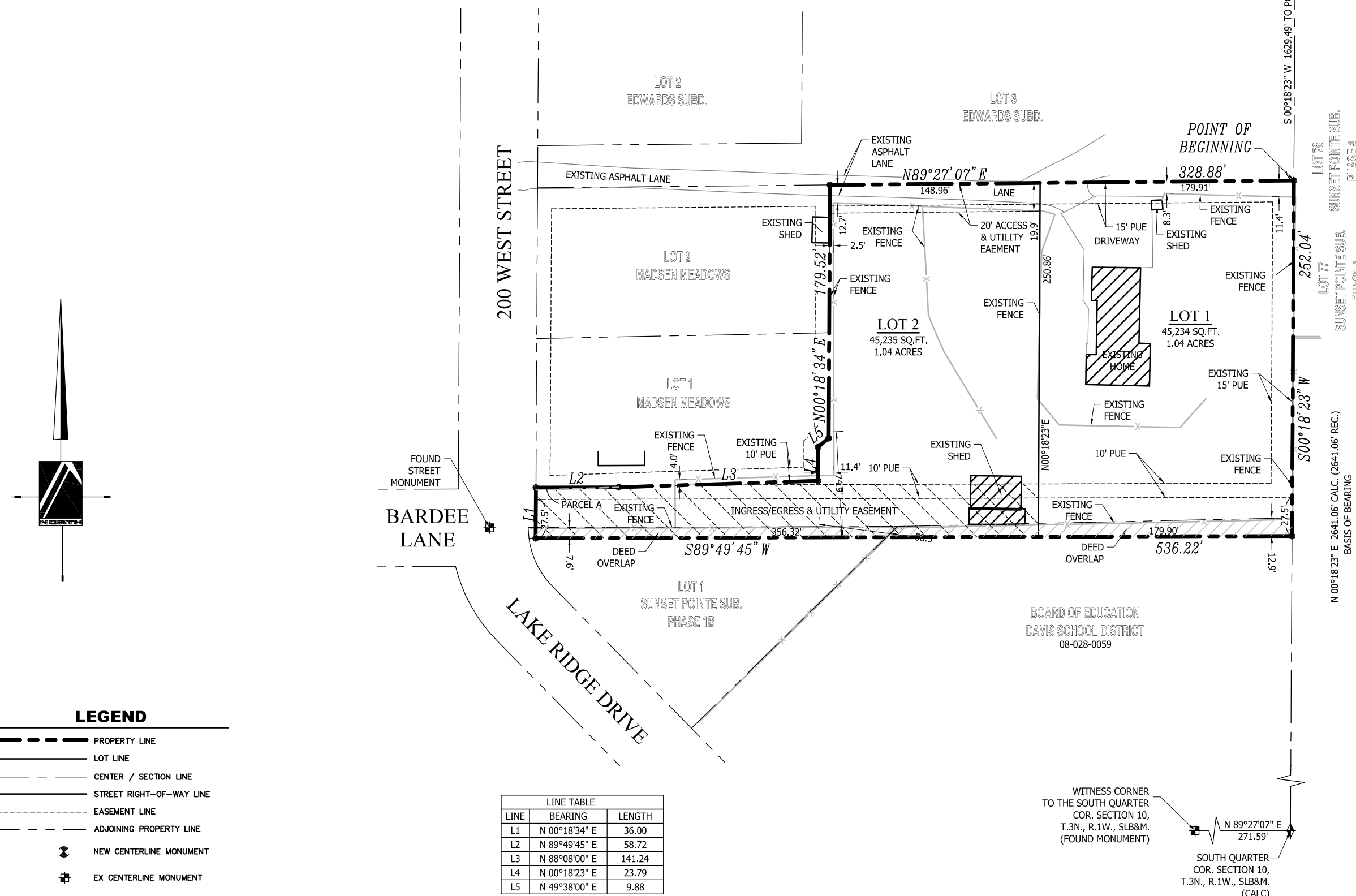
PARCEL A

PART OF LOT 1, MADSEN MEADOWS SUBDIVISION, A PLAT RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING LOCATED SOUTH 09°18'23" WEST ALONG QUARTER SECTION LINE 194.67 FEET AND WEST 536.22 FEET FROM THE CENTER OF SAID SECTION 10, AND RUNNING THENCE NORTH 00°18'34" EAST 1.74 FEET ALONG THE EAST LINE OF 200 WEST STREET; THENCE NORTH 89°49'45" EAST 58.72 FEET TO THE SOUTH LINE OF SAID LOT; AND THENCE SOUTH 89°08'00" WEST ALONG THE SOUTH LINE OF SAID LOT 58.76 FEET TO THE POINT OF BEGINNING.

CONTAINING: 51 SQ.FT.

MADSEN MEADOWS SUBDIVISION - LOT 3 AMENDED

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10
TOWNSHIP 3 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN,
KAYSVILLE CITY, DAVIS COUNTY, UTAH
ALL OF LOT 3 MADSEN MEADOWS SUBDIVISION



- LEGEND**
- PROPERTY LINE
 - LOT LINE
 - CENTER / SECTION LINE
 - STREET RIGHT-OF-WAY LINE
 - EASEMENT LINE
 - ADJOINING PROPERTY LINE
 - NEW CENTERLINE MONUMENT
 - EX CENTERLINE MONUMENT
 - SECTION CORNER
 - PUBLIC UTILITY & DRAINAGE EASEMENT
 - SET 5/8\"/>

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 00°18'34" E	36.00
L2	N 89°49'45" E	58.72
L3	N 88°08'00" E	141.24
L4	N 00°18'23" E	23.79
L5	N 49°38'00" E	9.88

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____
BY THE KAYSVILLE CITY ATTORNEY.

KAYSVILLE CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20____
BY THE KAYSVILLE CITY PLANNING COMMISSION.

KAYSVILLE CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____
BY THE KAYSVILLE CITY ENGINEER.

KAYSVILLE CITY ENGINEER

CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____, 20____
BY THE KAYSVILLE CITY COUNCIL.

ATTEST:

KAYSVILLE CITY RECORDER KAYSVILLE CITY MAYOR

SURVEYOR'S CERTIFICATE

I, STEPHEN J. FACKRELL DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 191517 AS RECORDED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS: MADSEN MEADOWS SUBDIVISION - LOT 3 AMENDED AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

BOUNDARY DESCRIPTION

LOT 3 MADSEN MEADOWS SUBDIVISION, A PLAT RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT LOCATED SOUTH 09°18'23" WEST ALONG QUARTER SECTION LINE 194.67 FEET FROM THE CENTER OF SAID SECTION 10, AS DESCRIBED IN BOOK 2049, PAGE 929, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 3, AND RUNNING THENCE SOUTH 00°18'23" WEST ALONG QUARTER SECTION LINE 232.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89°49'45" WEST 536.22 FEET ALONG THE SOUTH LINE OF SAID LOT 3 TO THE EASTERLY LINE OF 200 WEST STREET; THENCE NORTH 00°18'34" EAST ALONG THE EAST LINE OF SAID STREET 36.00 FEET; THENCE NORTH 89°49'45" EAST 58.72 FEET TO THE SOUTHERLY LINE OF LOT 1, OF SAID MADSEN MEADOWS SUBDIVISION THENCE NORTH 89°08'00" EAST 141.24 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO THE EASTERLY LINE THEREOF; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 1 TO AND ALONG THE EASTERLY LINE OF LOT 2 OF SAID SUBDIVISION THE FOLLOWING (3) COURSES: (1) NORTH 09°18'23" EAST 23.79 FEET; (2) NORTH 49°08'00" EAST 6.49 FEET; AND (3) NORTH 09°18'34" EAST 179.52 FEET TO THE NORTH LINE OF SAID LOT 3; AND THENCE NORTH 89°27'07" EAST 328.88 FEET ALONG THE NORTH LINE OF SAID LOT TO THE POINT OF BEGINNING.

CONTAINS 90,520 SQ.FT. - 2.08 ACRES - 2 LOTS

DATE _____ STEPHEN J. FACKRELL
LICENSE NO. 191517

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____ THE UNDERSIGNED OWNER,) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAT, HEREAFTER KNOWN AS MADSEN MEADOWS SUBDIVISION - LOT 3 AMENDED, DO HEREBY DEDICATE, GRANT AND CONVEY FOR PERPETUAL USE OF THE PUBLIC ALL PUBLIC STREETS AND PUBLIC UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON.

IN WITNESS WHEREOF _____ HAVE HERETO SET _____ THIS _____ DAY OF _____ A.D. 20____

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF DAVIS)
ON THE _____ DAY OF _____ A.D., 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF DAVIS IN SAID STATE OF UTAH, THE SIGNER () OF THE ABOVE OWNER'S DEDICATION, _____ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT _____ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN DAVIS COUNTY

MADSEN MEADOWS SUBDIVISION - LOT 3 AMENDED

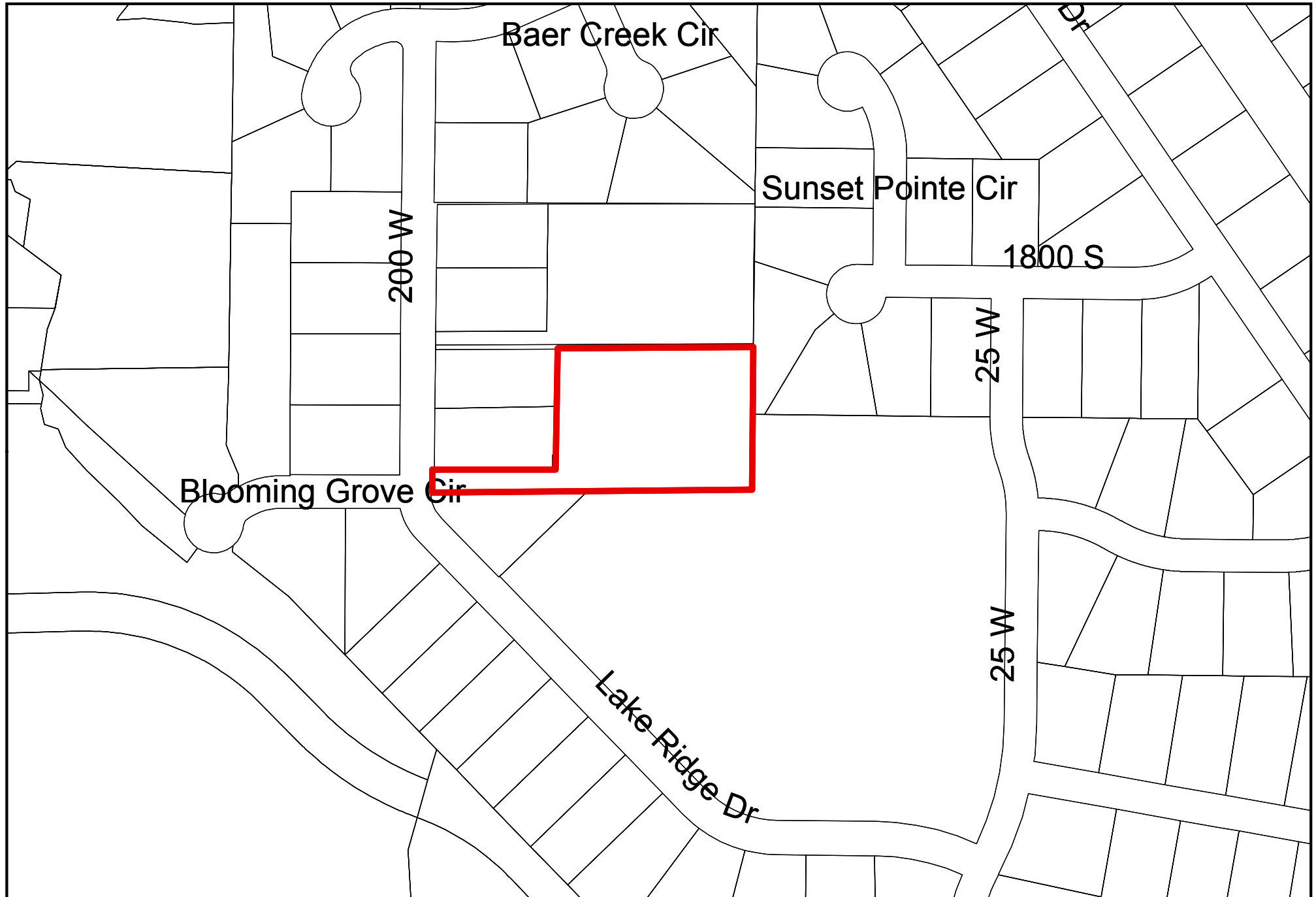
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10
TOWNSHIP 3 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN,
KAYSVILLE CITY, DAVIS COUNTY, UTAH

PINNACLE
Engineering & Land Surveying, Inc.
327 West Geddis Ave. #3
Layton, UT 84041
Phone: (801) 775-9100
Fax: (801) 775-9125

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE
PAID _____ FILED FOR RECORD
AND RECORDED THIS _____ DAY
OF _____, 20____ AT
_____ IN BOOK _____
OF OFFICIAL RECORDS PAGE _____
DAVIS COUNTY RECORDER
BY _____ DEPUTY RECORDER

Madsen Meadows Subdivision Lot 3 Amended



STAFF REPORT



COUNCIL MEETING DATE: May 17, 2018

ITEM NO.: 5a

TYPE OF ITEM: Work

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Carbon Free Power Project Discussion

EXECUTIVE SUMMARY:

Kaysville City has been discussing the CFPP (Carbon Free Power Project) also known as SMRs or Small Modular Reactors for a few years now. This is UAMPS latest project proposal for resource and is targeted at those coal resources that have gone or are slowly going away as options for UAMPS cities.

Some of the City Council have heard about this project before. This new technology is very safe with no carbon emissions but is in the early stages of licensing. The Department of Energy is very involved in this project. They are funding 50% of the cost to develop this new technology.

Kaysville City Staff is recommending that Kaysville's participation level be 1MW at this time. There will be more opportunities to increase our share later if we desire. The power commission has approved this level of participation.

Finally, Kaysville City Staff and UAMPS representatives will be present at the meeting to address any concerns raised by Heal Utah or any other groups against Nuclear as a viable resource option.

Council Options: Move this item to a future ACTION agenda.

Recommendation: At this time we recommend that each council member review the supplied material, ask questions for clarification, and otherwise be prepared to discuss SMRs and the CFPP.

Fiscal Impact & Fund Source for Recommended Action: None

Attachments: Executive Summary CFFP

**EXECUTIVE SUMMARY OF
CARBON FREE POWER PROJECT
POWER SALES CONTRACTS**

OVERVIEW

The Power Sales Contracts for the Carbon Free Power Project are based upon the power sales contracts for UAMPS' other generating projects, and incorporate many of the same terms and provisions. New provisions have been added to address CFPP-specific items, including the management of and funding for the Development Work on the Project to the point in time when development is complete and the CFPP can move to construction.

The Power Sales Contracts have been drafted by UAMPS legal counsel under the supervision of the Project Management Committee, with additional legal review by the Legal Committee, which included PMC Representatives, city attorneys and outside counsel.

BASIC TERMS AND PROVISIONS

“Participants”: The power purchasers that participate in the Project under the Power Sales Contracts (PSCs) with UAMPS.

“Project” or “CFPP”: The Carbon Free Power Project.

“Entitlement Share”:

A specified percentage share of the output of the Project.

Passes through benefits and burdens of ownership of the Project:

Benefit: Specified share of Project Output at cost for the life of the Project,

Burden: Obligation to pay a percentage of all ownership, operating and decommissioning costs, including debt service and contract obligations on a “take-or pay” basis, and

Burden: Observing contract covenants and risk of Entitlement Share step-up.

PSC terms that support Project operations and financings include:

“Take-or-pay” payment obligation, the Participants are obligated to pay the amounts due under the PSCs regardless of whether the Project is completed, operable, operating, damaged, destroyed or terminated,

Payments made solely from each Participant's electric system revenues and as an operating expense of the Participant's electric system,

Rate covenant: Participant agrees to charge and collect rates for electric service that produce revenues sufficient to meet its payment obligations under the PSC and other obligations payable from such revenues, and

Step-up obligation, non-defaulting Participants can be required to take a portion of a defaulting Participant's Entitlement Share, subject to a maximum increase in the Entitlement Share over the term of the PSCs of 25%.

PROJECT MANAGEMENT COMMITTEE (PMC)

The Project Management Committee is established by the Power Sales Contracts and the UAMPS Joint Action Agreement. The PMC has complete and comprehensive decision-making authority over the Project and actions to be taken by UAMPS, including:

Approving the Budget and Plan of Finance and all revisions, updates and amendments to it

Approving the Development Agreement and all Project Agreements,

Reviewing the results of each run of the Economic Competitiveness Test,

Reviewing and authorizing all financings and Bond issues,

Reviewing and determining whether and when to submit the COLA,

Determining whether and when Completion of Development has occurred, including the feasibility of the Project, or whether the Project should be terminated or development be suspended, and

If the Project proceeds to the Construction and Operating Periods, supervising the construction and operation of the Project.

Certain decisions of the PMC are required to be made by a Super-Majority Vote (75% by number and Entitlement Share).

PROJECT PERIODS AND PHASES

Target Effective Date of PSCs is April 1, 2018 (PMC to determine).

Licensing Period: begins on Effective Date of PSCs and extends to Completion of Development, with two separate phases:

Phase 1: Effective Date to completion of Construction and Operating License Application (COLA), and

Phase 2: Submission of COLA to the NRC to the receipt of Construction and Operating License (COL) from the NRC and the PMC's determination that Completion of Development has occurred.

Construction Period: begins upon Completion of Development and continues through the construction of the Project to its Commercial Operation Date (COD).

Operating Period: COD to end of operating life of the Project.

Decommissioning Period: Project retirement to complete decommissioning.

DEVELOPMENT WORK DURING THE LICENSING PERIOD

The Development Work includes the following activities during the Licensing Period:

Estimating, design and engineering work under the Development Agreement with Fluor and NuScale, and analyzing each run of the Economic Competitiveness Test,

Completion of definitive Project Agreements, including the EPC contract, operating agreement, fuel, water supply and transmission agreements,

Contracting with prospective Participants, co-owners and third-party power purchasers to achieve full subscription for all Project Output,

Preparation, submission and processing of the COLA,

Obtaining all required permits and approvals for the Project, and

Updates to the Budget and Plan of Finance, finalization of all Project costs.

BUDGET AND PLAN OF FINANCE

The Budget and Plan of Finance for initial phase of the Licensing Period is approved by PMC and Participants' governing bodies at the same time as the PSCs are approved.

The Budget and Plan of Finance is updated and approved by the PMC and Participants' governing bodies before the second phase of the Licensing Period.

"Definitive" (*i.e.*, final and complete) Budget and Plan of Finance is approved by PMC as a part of its determination that Completion of Development has occurred.

Completion of Development would occur only if:

The NRC issues the COL,

UAMPS completes the negotiation of a final EPC contract for the construction of the Project, and

The PMC determines the CFPP to be feasible.

The contents of the Budget and Plan of Finance include:

The estimated total Development Costs to the Completion of Development,

The initial Budget and Plan of Finance and the updated Budget and Plan of Finance for the second phase of the Licensing Period, will include an estimate of and a cap on the Development Costs that can be incurred during each phase,

The estimated total Cost of Acquisition and Construction,

The estimated Commercial Operation Date,

A pro forma analysis of the expected costs of constructing, financing and operating the CFPP, including a target price for Project Output,

The proposed funding and financing arrangements for:

Development Costs during the Licensing Period, and

Cost of Acquisition and Construction during the Construction Period.

PARTICIPANT WITHDRAWAL/REDUCTION RIGHTS DURING THE LICENSING PERIOD

During the Licensing Period, Participants may withdraw from the Project or reduce their Entitlement Shares by action of their governing bodies:

If the PMC approves an amendment to the Budget and Plan of Finance that increases the maximum amount of Development Costs that may be incurred during either phase of the Licensing Period,

When the PMC approves the updated Budget and Plan of Finance for the second phase of the Licensing Period,

When the PMC approves the definitive Budget and Plan of Finance at the Completion of Development,

If withdrawals or Entitlement Share reductions by other Participants cause the Participant's share of Development Costs to increase, and

If the Participant's governing body determines to withdraw/reduce for any reason.

Participant withdrawal terms include:

Withdrawals are effective on the last day of then-current phase of the Licensing Period,

A withdrawing Participant has no liability for the repayment of its Entitlement Share of Development Costs incurred or financings undertaken after the effective date of its withdrawal, and

A withdrawing Participant remains liable for the repayment of its Entitlement Share of Development Costs incurred or financings undertaken before the effective date of its withdrawal:

Repayment must be made within 12 months after the effective date of a Participant's withdrawal

FINANCING FOR DEVELOPMENT COSTS DURING THE LICENSING PERIOD

Financing arrangements during the Licensing Period include:

Amounts available under cost-sharing agreements, grants, etc.,

Bank facilities, and

Bond anticipation notes.

PMC determines whether to finance all Development Costs or to bill Participants for some part of Development Costs.

Development Cost financings would be repaid with long-term Bonds issued by UAMPS after the Completion of Development has occurred.

If all development and construction costs are financed as presently expected, Participants would not be required to make payments for debt service until after the commercial operation date of the CFPP.

FINANCING FOR COST OF ACQUISITION AND CONSTRUCTION

After Completion of Development has occurred, a range of financing instruments are permitted under the PSCs to finance the Cost of Acquisition and Construction of the Project:

Bonds, both taxable and tax-exempt, with fixed or variable interest rates,

DOE-guaranteed loan:

Will not finance all of the Cost of Acquisition and Construction, and

The DOE-financed portion of the Project is required to be mortgaged to secure the guaranteed loan,

Commercial paper,

Bank facilities, and

Special Obligations payable from CFPP revenues other than payments made by the Participants under the PSCs.

Interest on all financings would be capitalized to the estimated commercial operation date of the Project.

The PMC determines the types, timing and amounts of all financings.

Bonds would be issued and loans would be secured under the Financing Documents.

LEGAL SUMMARY OF POWER SALES CONTRACTS

A detailed summary of the terms and provisions of the Power Sales Contracts has been provided to the Participants with this Executive Summary.

STAFF REPORT



COUNCIL MEETING DATE: May 17, 2018

ITEM NO.: 5b

TYPE OF ITEM: Work

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Net Metering Agreement Proposed Changes Discussion

EXECUTIVE SUMMARY:

Since updating the Kaysville City New Metering Agreement earlier this year, City Staff have come across a few areas where we would like to be more productive in the administration of this agreement. The proposal before you today is for two specific changes to the Net Metering Agreement.

- 1) The first change to the agreement implemented on January 1, 2018 is that the Net Metering customer cannot produce more kWhs than they consume during the calendar year. If they are paid for more kWhs than they consume during the year, they will have to pay Kaysville City Power and Light back over the following 6 months. This is to encourage them not to overbuild their systems.
- 2) The second suggested change would be to the old Net Metering agreement (all grandfathered solar customers). We would like to pay them each month for their over production (instead of waiting until the end of the year to pay them). This would save the billing staff a lot of time each month. Currently all calculations are done by hand to calculate approximate 200 bills each month in this grandfathered status. This change would eliminate the need to hand calculate those bills. The current billing system could do all of them.

If these changes are passed by the Council, a letter would be sent out to all of those customers affected by the changes within 30 days of the changes taking effect.

The Power Commission has voted in favor of making these two changes and Nic Mills has reviewed the attached agreements with the suggested changes.

Council Options: Move this item to a future ACTION agenda.
Maintain this item on a future WORK agenda.

Recommendation: At this time we recommend that each council member review the supplied material, ask questions for clarification, and otherwise be prepared to discuss the Net Metering Changes and this Draft Agreement.

Fiscal Impact & Fund Source for Recommended Action: None

Attachments: Net Metering Agreement Drafts

NET METERING AND INTERCONNECTION AGREEMENT

This Net Metering and Interconnection Agreement ("Agreement") is made and entered into as of this _____ day of _____, 20_____, by the City of Kaysville, a municipal corporation and political subdivision of the State of Utah (the "City") and _____ (Customer") located at _____ Kaysville, Utah 84037.

RECITALS

WHEARAS, the City of Kaysville adopted the Net Metering to encourage and regulate the orderly establishment and maintenance of parallel renewable energy systems interconnected with the City's existing electric distribution system:

WHEARAS, pursuant to the City's Net Metering Policy, Customer wishes to establish, operate, and maintain a renewable energy net metering facility interconnected with the City's existing electric distribution system;

WHEARAS, the City intends to credit against customer's total electric energy usage that portion supplied by the Customer's own renewable energy net metering facility;

AGREEMENT

NOW, THEREFORE, the parties mutually agree and covenant as follows:

1. **Renewable energy Net Metering Facility:** Customer's renewable energy net metering facility (the "facility") shall mean the generating facility described in Exhibit A attached hereto. The Facility shall consist of a solar photovoltaic, wind generating, or other qualified generating facilities that is located on the Customer's premises that is interconnected with and operates in parallel with the City's electric transmission and distribution facilities, and is intended primarily to offset part or all of the Customer's own electrical requirements. The design, installation and operation of the Facility shall comply in all aspects with the City's net metering Policy. Customer shall be responsible for the design, installation and operation of the Facility and for obtaining and maintaining all required permits and approvals related thereto. This Agreement is applicable only to the renewable energy net metering facility described in Exhibit A and Customer shall not make any modification to the Facility without prior written consent of the City.
2. **Term:** This agreement shall commence on the date established above and shall remain in effect until terminated by either party upon thrity (30) days prior written notice, provided, however that this Agreement will terminate automatically upon:

- a. Any change of ownership of customer,
 - b. Any change in ownership of the Facility or the premises upon which the Facility is located, or
 - c. Any change in the location of the Facility
3. **Definition of Net Energy:** Net Energy is the difference between electrical energy consumed by the Customer from the City's electric distribution system and the electrical energy generated by the Customer and fed back into the City's electric distribution system.
4. **Measurement of Net Energy:** A Customer's generating facility used for net metering shall be equipped with metering equipment that can measure the flow of electricity in both directions. The city will install a meter capable of measuring bi-directional energy flow at the customer's expense. The normal cost of a meter will be deducted from the cost of the bi-directional meter. The bi-directional metering equipment shall be used to provide information necessary to accurately bill or credit Customer and to collect electrical generating system performance information for research purposes.
5. **Purchase of Energy and Payment:**
- a. The city shall measure the net energy produced or consumed by the Customer during each billing period, in accordance with normal metering practices.
 - b. If the energy supplied by the City exceeds the electricity generated by the Customer and fed back to the City during the billing period, or any portion thereof, then the Customer shall be billed for the net energy supplied to Customer by the City's electric distribution system together with the appropriate customer charge paid by other customers of the City in the same rate class.
 - c. If the energy generated by Customer and distributed back to the City's electric distribution system during the billing period, or any portion thereof, exceeds the energy supplied to the Customer by the City's electric distribution system, then the customer shall be:

i. Billed for the appropriate customer service charge as other customers of the City in the same rate class; and

ii. ~~Credited for the net excess kilowatt-hours (kWh) generated during the billing period, with this kWh credit appearing on Customer's bill for the following billing period. If the Customer's electrical generating facility "GF" produces more kilowatt hours (kWh's) than the customer consumes each month, the customer shall be credited or paid for all received kWh's at the current residential (kWh) rate each month.~~

~~d. On April 1st of every year the City will pay Net Metering customers for all credits owed to them by the City at the rate calculated from the average cost that the City pays for power over the prior 12 month period (Total kwh/total resource costs) (actual cost before O&M) and the customer's credit balance will be returned to zero. (After being connected for one (1) year).~~

~~e.d.~~ Customer shall pay any amount owing for electric service provided by the City in accordance with applicable rates and policies. Nothing in this Section shall limit the City's rights under applicable Rate Schedules, City Ordinances, Customer Service Policies, and General Provisions.

~~f.e.~~ The customer will release to City all renewable energy credits (RECs), solar renewable-energy credits (S-RECs), or other renewable attributes as appropriate based on actual on-site electric generation from the Renewable Resource.

6. **Interconnection:** Customer shall provide the electrical interconnection on its side of the bi-directional metering equipment in accordance with the City's Net Metering Policy. The City may make such modifications to the City's system as are reasonably necessary to accommodate the Facility in accordance with the City's Net Metering Policy. The cost for such modifications will be due in advance of construction. Customer shall ensure at its own expense that the Facility includes all equipment necessary to meet applicable safety, power quality and interconnection requirements established by the City's Net Metering Policy, as may be amended from time to time by other applicable City policies and ordinances, by applicable state law and by the national Electric Code, National Electric Safety Code and the Institute of Electrical and Electrical Engineers and Underwriters Laboratories. Customer shall not commence parallel operation of the Facility until the City has inspected the Facility, including all interconnection equipment and issued a written approval in accordance with the City's Net Metering Policy, which

includes a stipulated start time and following which operations in parallel are permitted.

-3-

7. **Disconnect Device:**

A. Customers generating systems of 10 Kilowatts or less that are inverter base.

The customer has the option to install, on its side of the bi-directional metering equipment a safety disconnect device capable of fully disconnecting and isolating the facility from the City's electric system. In the event that no disconnect switch is installed, the customer's electric service may be disconnected by Kaysville city entirely if the generating facility must be physically disconnected from the utility's distribution system. This means that if the City determines that there is a problem on the bi-directional equipment or the City needs to test the equipment the City has the right to disconnect the entire service to the residence until such equipment is repaired and inspected and determined to be functioning properly. The meter base main breaker box or bi-directional safety disconnect must be marked with and approved engraved or metallic placard, that is red in color and attached in a secure manner. If at any time the placard is not legible or becomes loose or falls off the owner will replace it A.S.A.P or the City may disconnect the service until it is repaired to the City's satisfaction.

B. Customers/Commercial Businesses generating systems of 11 Kilowatts or more.

An interconnection customer of Kaysville City must install and maintain a manual disconnect switch which will disconnect the generating facility from the utility's distribution system. The disconnect switch must be a lockable, load-break switch that plainly indicates whether it is in the open or closed position. The Disconnect switch must be readily accessible to Kaysville City at all times and located within 10 feet of the utility's meter.

i. Exemption:

The disconnect switch may be located more than 10 feet from the utility meter if permanent instructions are posted in letters of appropriate size, that is red in color at the utility meter indicating the precise location of the disconnect switch. In this case Kaysville City must approve the location of the disconnect switch prior to the installation of the generating facility.

B. Not to exceed 15KW in total capacity.

-4-

8. **Operational Standards:** Customers shall furnish, operate and maintain in good order and repair, all without cost to the City, all equipment required for the safe operation of the Facility in parallel with the City's electric distribution system. This includes , but is not limited ,to equipment necessary to;
- a. Establish and maintain automatic synchronism with the City's electric distribution system; and
 - b. Automatically disconnect the Facility from the City's electrical distribution system in the event of overload or outage of the City's electrical distribution system.

The Facility must be designed to operate within allowable operating standards for the City's electric distribution system. The facility must not adversely affect the quality or reliability of service provided to the City's other customers. The City shall have the right to periodically inspect the Facility.

- c. Customer must pay for and have a production meter installed to capture all of the KWH's produced by the customer's G.F (Generating Facility)
9. **Installation and Maintenance:** Except for the bi-directional meter owned by the City, all equipment on customer's side of the delivery point including the disconnect device, shall be provided and maintained in satisfactory operating condition by Customer and shall remain the property and responsibility of the Customer. The City will bear no responsibility for the installation or maintenance of Customer's equipment or for any damage to property as a result of any failure or malfunction thereof. The City shall not be liable, directly or indirectly for permitting or continuing to allow the interconnection of the Facility or for the acts or omissions of customer or the failure or malfunction of any equipment of Customer that caused loss or injury, including death, to any party.
10. **Indemnity and Liability:** Customer shall defend, hold harmless and indemnify the City and the directors, officers, employees and agents against any and all loss, liability, damage, claim, cost charge, demand or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense including attorney's fees) for injury or death to persons, including employees of the City and Customer or damage to property, including property of the City and

Customer, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection, or ownership of the Facility or (b) the

-5-

making of placements, additions, betterment to or reconstruction of the Facility. Customer's duty to indemnify the City hereunder shall not extend to loss, liability, damage, claim, cost charge, demand, or expense resulting from the interruptions in electrical service to the City's customers other than Customer or resulting from the negligent, willful, or intentional acts of the City.

11. **Pre-Operation Inspection:** Prior to interconnection, the Facility and associated interconnection equipment must be inspected and approved by the City and by any other governmental authority having jurisdiction.
12. **Access:** Authorized City employees shall have the right to enter upon customer's property at any time for the purpose of inspection and/or operating the disconnect device and meters and making additional tests concerning the operation and accuracy of the City's meters.
13. **Merger:** This agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and superseded any prior such agreements. There are no other agreements, written or oral, except as specifically provided herein. This agreement may not be modified except in writing signed by both parties.
14. **Assignment:** This agreement may not be assigned by customer in whole or in part without the prior written consent of the city, which consent may be granted or withheld at the City's sole and absolute discretion.
15. **Relationship of the Parties:** Nothing in the agreement shall be constructed to imply joint venture or partnership between the parties.
16. **Governing Law and Venue:** This agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve the cause of action with mandatory federal jurisdiction, shall be the Fifth District court for the State of Utah. The parties further agree that the Federal District Court for the district of Utah shall be the venue for the cause of action with mandatory federal jurisdiction.

17. **Notices:** All notice required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

Kaysville City
Power Department
721 West Old Mill Lane
Kaysville, Utah 84037

Customer:

System Size in KW _____

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be given at the addresses set forth herein unless written notice is given by either party of a change of address.

18. **Counterparts:** This agreement may be executed in counterparts each of which shall be an original and shall constitute one of the same agreements.

Kaysville City
Net Metering Program
Application for Interconnection Review

Please carefully read all of the following information. With the help of your installation Contractor, fully complete the form for Solar Electric Equipment, as well as Kaysville City Net Metering Agreement.

Building Permit Number:_____

Application Information:

Customer Name:_____

Customer
Address:_____

Contact Name:_____

Phone Number:_____ Fax Number:_____

Email:_____

A: EQUIPMENT INFORMATION

1. Solar Electric Module
Manufacturer:_____

Module Model Number:_____

2. Power Rating per Module:_____ DC Watts Number of Modules:_____

3. Total Array Output:_____ DC Watts (No. of Modules x Power Rating)

4. Inverter Model Number:_____

5. Inverter's Continuous Ac Rating_____ AC Watts Number of Inverters:_____

6. Total Inverter Output:_____ AC Watts(Inverter Continuous AC Rating x Number of Inverters):_____

7 Inverters Continuous AC Rating x Number of Inverters):_____

2. **EQUIPMENT LOCATION**

1. Solar Electric Array Location:_____ Rooftop_____ Pole Mount or _____
Ground Mount Location:

2. Solar Electric Module Orientation:_____degrees (e.g, 180 degrees true South)

3. Solar Electric Module Tilt:_____ degrees (e.g., flat mount= 0 degrees; Vertical mount = 90 degrees)

4. Solar Electric Module Tracking:_____ Fixed_____ Single-axis_____
Double-axis_____.

5. Inverter Location:_____ Indoor_____ Outside Location_____

2. Utility-Accessible AC Disconnect Switch Location:

7. Production meter location noted on one line drawing (must be located outside near bi-directional meter)

Yes_____ No_____

8. System Type and Mode Operation:

_____ Utility interactive (parallel/capable of back feeding the meter)

_____ Dedicated circuit, utility power as backup (transfer switch)

_____ Stand-alone (system confined to an independent circuit, no utility backup)

9. A one- page site map and system single line must accompany this application. This document must indicate the location of the solar electric modules, the inverter, batteries (if any), lockable disconnect switch, and point of connection with the utility system. The installation address, current account number at that address, and the installer's name and telephone number must also be included on the site map.

Does this system include batteries or generator back up? ____ Yes ____ No. If yes, there may be additional review required.

10. System rated output (Section A, line 3 above): _____ DC Watts

Total installed System cost: \$ _____ Estimated Start-up
date _____

Property Owners Signature

“EXHIBIT A”
NET METERING AND INTERCONNECTION INFORMATION

SECTION 1 CUSTOMER INFORMATION

Name:

Utility Customer Account Number (from the utility bill)

Mailing Address:

Physical Address: (if different from above)

Daytime Phone:

Evening Phone:

Email Address:

SECTION 2 NET METERING FACILITY INFORMATION

SYSTEM TYPE _____X_____Solar (PV)

Generator Size (kW AC)

Inverter Manufacturer:

Inverter Model:

Inverter Serial Number:

Inverter Power Rating:

Inverter Location:

Signed _____ Date _____

KAYSVILLE CITY POWER AND LIGHT
NET METERING POLICY 10-2-9

- A. Applicability: The Net Metering Program is available to any residential customers located within the city's current electrical service territory who:
1. Purchase electricity from the city under the provision of the residential electric rate service schedule; and
 2. Own and operated a solar, wind, or other qualified renewable generator located on the customer's premises that:
 - a. Is primarily intended to offset part or all of the customer's own electrical requirements on the premises;
 - b. Is interconnected with Kaysville City's electric system; and
 - c. Operates in parallel with the city's distribution system.
- B. Definitions: As used in this section;
1. "Net Energy" is the difference between the electricity supplied by the city to the customer through the city's electric distribution system and the electricity generated on the customer's premises which is fed back into the city's electric distribution system.
 2. "Net Metering" is a method of measuring the difference between the electricity supplied by the city to the customer through the city's electric distribution system and the electricity generated on the customer's premises which is fed back into the city's electric distribution system.
- C. Special Conditions:
1. The customer shall pay for the net energy used in accordance with the following formula:
 - a. The customer shall pay for all electric energy supplied by the city to the customer in any billing period in excess of the amount of electric energy produced by the customer on the premises which is fed back into the city's electric distribution system during that same billing period.
 - b. The customer shall receive a credit for all electric energy produced by the customer on the premises which is fed back into the city's electric distribution system during a billing period in excess of the amount of electric energy supplied by the city during that billing period, with such credit applied to the customer's future bills. On April 1st of every year the city will pay Net metering customers for all credits owed to them by the city at the rate calculated from the average cost that the

city pays for power over the prior 12 month period
(Total kwh/total resource costs)(actual cost before O&M) and the
customer's credit balance will be returned to zero.

- c. In the event the customer terminates service under this electric service schedule, any electric energy credit balance in favor of the customer under the provisions of subsection C.1.b of this section shall be forfeited. The city will not make cash payments to customers based on their participation in the Net metering Program.
2. The price for electric energy provided to, or credited to, a customer participating in the Net Metering Program shall be the price charged by the city under the provisions of the electric service schedule for which the customer receives service absent this electric Net Metering Pilot Program.
 3. The Net Metering Pilot Program billing adjustments only applies to charges for energy. Participating customers are subject to all other charges, rates, terms and condition of the electric service schedule under which the customer receives service except as expressly altered by this electric service Net Metering Program.
 4. The customer will release to City all renewable energy credits (RECs), solar renewable-energy credits (S-RECs), or other renewable attributes as appropriate based on actual on-site electric generation from the Renewable Resource.
 5. The customer shall provide, at customer's own expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by the national Electric Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and any applicable local and state agencies, including any equipment deemed necessary by the city's power department expressly to accommodate the customer's request to qualify for this electric service Net Metering Program. The customer must first obtain written approval from the city's power department before the customer's on site generating system is energized or interconnected with the city's electric system.
 6. In order to participate in the city's Net Metering Program and to receive the benefits of this electric service Metering Program, the customer must first sign a Net Metering Program interconnection and service agreement with the city. The interconnection and service agreement allows the customer to interconnect and operate in parallel with the City's distribution system and

allows the city to test and inspect the customer's system periodically to ensure the safety of electrical workers and the integrity of the city's electric distribution system. The interconnection and service agreement will contain additional terms and conditions for service under this electric service Net Metering Program, including specific terms of interconnection and parallel operation with city's electrical system.

7. The Net Metering Program may be adjusted or discontinued by the Kaysville City Council for any reason, at any time, without any obligation to existing participants.
-
- D. The City shall have the right to inspect a customer-generating facility after interconnection approval is granted, at reasonable hours and with reasonable prior notice to the customer. If the city discovers that the customer-generating facility is not in compliance with the requirements of this policy, and the noncompliance adversely affects the safety or reliability of the electric distribution system, the city may require the customer to disconnect the customer-generating facility until compliance is achieved.
 - E. The City shall have the right to disconnect the customer-generating facility in the event it causes unusual system problems. The customer will have the option of correcting the problem, at which time the system will be re-inspected before beginning operation again. The customer shall be required to install a manual disconnect device as stated in the Net Metering Interconnection Agreement. The disconnect shall be readily accessible by the City authorized personnel.
 - F. The customer shall be responsible for any damage caused by the Customer - generating facility to the City's distribution system and/or neighboring services. The customer shall be responsible for the installation and maintenance of applicable protection equipment and for any damage caused by improper application, maintenance or faulty equipment. Kaysville City shall not be liable directly or indirectly for permitting or continuing to allow an attachment or a net metering facility, or for the acts or omissions of the customer-generator that cause loss or injury, including death, to any third party.

NET METERING AND INTERCONNECTION AGREEMENT

This Net Metering and Interconnection Agreement ("Agreement") is made and entered into as of this _____ day of _____, 20_____, by the City of Kaysville, a municipal corporation and political subdivision of the State of Utah (the "City") and _____ (Customer") located at _____ Kaysville, Utah 84037.

RECITALS

WHEARAS, the City of Kaysville adopted the Net Metering to encourage and regulate the orderly establishment and maintenance of parallel renewable energy systems interconnected with the City's existing electric distribution system:

WHEARAS, pursuant to the City's Net Metering Policy, Customer wishes to establish, operate, and maintain a renewable energy net metering facility interconnected with the City's existing electric distribution system;

WHEARAS, the City intends to credit against customer's total electric energy usage that portion supplied by the Customer's own renewable energy net metering facility;

AGREEMENT

NOW, THEREFORE, the parties mutually agree and covenant as follows:

1. **Renewable energy Net Metering Facility:** Customer's renewable energy net metering facility (the "facility") shall mean the generating facility described in Exhibit A attached hereto. The Facility shall consist of a solar photovoltaic, wind generating, or other qualified generating facilities that is located on the Customer's premises that is interconnected with and operates in parallel with the City's electric transmission and distribution facilities, and is intended primarily to offset part or all of the Customer's own electrical requirements. The design, installation and operation of the Facility shall comply in all aspects with the City's net metering Policy. Customer shall be responsible for the design, installation and operation of the Facility and for obtaining and maintaining all required permits and approvals related thereto. This Agreement is applicable only to the renewable energy net metering facility described in Exhibit A and Customer shall not make any modification to the Facility without prior written consent of the City.
2. **Term:** This agreement shall commence on the date established above and shall remain in effect until terminated by either party upon thirty (30) days prior written notice, provided, however that this Agreement will terminate automatically upon:

- a. Any change of ownership of customer,
 - b. Any change in ownership of the Facility or the premises upon which the Facility is located, or
 - c. Any change in the location of the Facility
3. **Definition of Net Energy:** Net Energy is the difference between electrical energy consumed by the Customer from the City's electric distribution system and the electrical energy generated by the Customer and fed back into the City's electric distribution system.
4. **Measurement of Net Energy:** A Customer's generating facility used for net metering shall be equipped with metering equipment that can measure the flow of electricity in both directions. The city will install two meters, one capable of measuring bi-directional energy flow and one to record all production from the generating facility at the customer's expense. The bi-directional metering equipment shall be used to provide information necessary to accurately bill or credit Customer and to collect electrical generating system performance information for research purposes.
5. **Purchase of Energy and Payment:**
- a. The city shall measure the net energy produced or consumed by the Customer during each billing period, in accordance with normal metering practices.
 - b. If the energy supplied by the City exceeds the electricity generated by the Customer and fed back to the City during the billing period, or any portion thereof, then the Customer shall be billed for the net energy supplied to Customer by the City's electric distribution system together with the appropriate customer charge paid by other customers of the City in the same rate class.
 - c. If the energy generated by Customer and distributed (received) back to the City's electric distribution system during the billing period, or any portion thereof, exceeds the energy supplied to the Customer by the City's electric distribution system, then the customer shall be:

- i. Billed for the appropriate customer service charge as other customers of the City in the same rate class; and
 - ii. Credited for any excess production (received) put back on to Kaysville City's distribution system at the rate specified in the residential solar (GF) rate.
 - d. If the customers generating facility produces more KWH's than the customer consumes each month. The customer will be paid for all (received) KWH's at the current residential solar rate each month.
 - e. The City will only compensate a "GF" (Generating Facility) customer up to but not to exceed the amount that it consumes in kWh's during the calendar year. If the customer generates more kWh's than they consume through the calendar year, that excess will be forfeited. At the end of the year the City will review the customer's account and a billing adjustment will be made for any over payment the customer received during the previous year. The adjustment will be prorated over the next 6 months.
 - f. Customer shall pay any amount owing for electric service provided by the City in accordance with applicable rates and policies. Nothing in this Section shall limit the City's rights under applicable Rate Schedules, City Ordinances, Customer Service Policies, and General Provisions.
 - g. The customer will release to City all renewable energy credits (RECs), solar renewable-energy credits (S-RECs), or other renewable attributes as appropriate based on actual on-site electric generation from the Renewable Resource.
6. **Interconnection:** Customer shall provide the electrical interconnection on its side of the bi-directional metering equipment in accordance with the City's Net Metering Policy. The City may make such modifications to the City's system as are reasonably necessary to accommodate the Facility in accordance with the City's Net Metering Policy (at the Customer's Expense). The cost for such modifications will be due in advance of construction. Customer shall ensure at its own expense that the Facility includes all equipment necessary to meet applicable safety, power quality and interconnection requirements established by the City's Net Metering Policy, as may be amended from time to time by other applicable City policies and ordinances, by applicable state law and by the national Electric Code, National Electric Safety Code and the Institute of Electrical and Electrical Engineers and Underwriters Laboratories. Customer shall not commence parallel operation of the Facility until the City has inspected the Facility, including all

interconnection equipment and issued a written approval in accordance with the City's Net Metering Policy, which includes a stipulated start time and following which operations in parallel are permitted.

-3-

7. **Disconnect Device:**

A. Customers generating systems of 10 Kilowatts or less that are inverter based.

The customer has the option to install, on its side of the bi-directional metering equipment a safety disconnect device capable of fully disconnecting and isolating the facility from the City's electric system. In the event that no disconnect switch is installed, the customer's electric service may be disconnected by Kaysville city entirely if the generating facility must be physically disconnected from the utility's distribution system. This means that if the City determines that there is a problem on the bi-directional equipment or the City needs to test the equipment the City has the right to disconnect the entire service to the residence until such equipment is repaired and inspected and determined to be functioning properly. The meter base main breaker box or bi-directional safety disconnect must be marked with an approved engraved or metallic placard, that is red in color and attached in a secure manner. If at any time the placard is not legible or becomes loose or falls off the owner will replace it A.S.A.P or the City may disconnect the service until it is repaired to the City's satisfaction.

B. Customers generating systems of 11-15 Kilowatts.

An interconnection customer of Kaysville City must install and maintain a manual disconnect switch which will disconnect the generating facility from the utility's distribution system. The disconnect switch must be a lockable, load-break switch that plainly indicates whether it is in the open or closed position. The Disconnect switch must be readily accessible to Kaysville City at all times and located within 10 feet of the utility's meter.

i. Exemption:

The disconnect switch may be located more than 10 feet from the utility meter if permanent instructions are posted in letters of appropriate size, that is red in color at the utility meter indicating the precise location of the disconnect switch. In this case Kaysville City

must approve the location of the disconnect switch prior to the installation of the generating facility.

- B. Not to exceed 15KW in total capacity.
- C. The net metering agreement is between Kaysville City and the Kaysville City home owner. No third parties.

-4-

- 8. **Operational Standards:** Customers shall furnish, operate and maintain in good order and repair, all without cost to the City, all equipment required for the safe operation of the Facility in parallel with the City's electric distribution system. This includes , but is not limited ,to equipment necessary to;
 - a. Establish and maintain automatic synchronism with the City's electric distribution system; and
 - b. Automatically disconnect the Facility from the City's electrical distribution system in the event of overload or outage of the City's electrical distribution system.

The Facility must be designed to operate within allowable operating standards for the City's electric distribution system. The facility must not adversely affect the quality or reliability of service provided to the City's other customers. The City shall have the right to periodically inspect the Facility.

- c. Customer must pay for and have a production meter installed to capture all of the KWH's produced by the customer's G.F (Generating Facility)
- 9. **Installation and Maintenance:** Except for the bi-directional meter owned by the City, all equipment on customer's side of the delivery point including the disconnect device, shall be provided and maintained in satisfactory operating condition by Customer and shall remain the property and responsibility of the Customer. The City will bear no responsibility for the installation or maintenance of Customer's equipment or for any damage to property as a result of any failure or malfunction thereof. The City shall not be liable, directly or indirectly for permitting or continuing to allow the interconnection of the Facility or for the acts or omissions of customer or the failure or malfunction of any equipment of Customer that caused loss or injury, including death, to any party.

10. **Indemnity and Liability:** Customer shall defend, hold harmless and indemnify the City and the directors, officers, employees and agents against any and all loss, liability, damage, claim, cost charge, demand or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense including attorney's fees) for injury or death to persons, including employees of the City and Customer or damage to property, including property of the City and Customer, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection, or ownership of the Facility or (b) the making of placements, additions, betterment to or reconstruction of the Facility. Customer's duty to indemnify the City hereunder shall not extend to loss, liability, damage, claim, cost charge, demand, or expense resulting from the interruptions in electrical service to the City's customers other than Customer or resulting from the negligent, willful, or intentional acts of the City.
11. **Pre-Operation Inspection:** Prior to interconnection, the Facility and associated interconnection equipment must be inspected and approved by the City and by any other governmental authority having jurisdiction.
12. **Access:** Authorized City employees shall have the right to enter upon customer's property at any time for the purpose of inspection and/or operating the disconnect device and meters and making additional tests concerning the operation and accuracy of the City's meters.
13. **Merger:** This agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and superseded any prior such agreements. There are no other agreements, written or oral, except as specifically provided herein. This agreement may not be modified except in writing signed by both parties.
14. **Assignment:** This agreement may not be assigned by customer in whole or in part without the prior written consent of the city, which consent may be granted or withheld at the City's sole and absolute discretion.
15. **Relationship of the Parties:** Nothing in the agreement shall be constructed to imply joint venture or partnership between the parties.

16. **Governing Law and Venue:** This agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve the cause of action with mandatory federal jurisdiction, shall be the Fifth District court for the State of Utah. The parties further agree that the Federal District Court for the district of Utah shall be the venue for the cause of action with mandatory federal jurisdiction.

-6-

17. **Notices:** All notice required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

Kaysville City
Power Department
721 West Old Mill Lane
Kaysville, Utah 84037

Customer:

System Size in KW _____

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be given at the addresses set forth herein unless written notice is given by either party of a change of address.

18. **Counterparts:** This agreement may be executed in counterparts each of which shall be an original and shall constitute one of the same agreements.

Kaysville City
Net Metering Program
Application for Interconnection Review

Please carefully read all of the following information. With the help of your installation Contractor, fully complete the form for Solar Electric Equipment, as well as Kaysville City Net Metering Agreement.

Building Permit Number:_____

Application Information:

Customer Name:_____

Customer
Address:_____

Contact Name:_____

Phone Number:_____ Fax Number:_____

Email:_____

A: EQUIPMENT INFORMATION

1. Solar Electric Module
Manufacturer:_____

Module Model Number:_____

2. Power Rating per Module:_____ DC Watts Number of Modules:_____

3. Total Array Output:_____ DC Watts (No. of Modules x Power Rating)

4. Inverter Model Number:_____

5. Inverter's Continuous Ac Rating_____ AC Watts Number of Inverters:_____

6. Total Inverter Output:_____ AC Watts(Inverter Continuous AC Rating x Number of Inverters):_____

7 Inverters Continuous AC Rating x Number of Inverters):_____

2. **EQUIPMENT LOCATION**

1. Solar Electric Array Location:_____ Rooftop_____ Pole Mount or _____
Ground Mount Location:

2. Solar Electric Module Orientation:_____degrees (e.g, 180 degrees true South)

3. Solar Electric Module Tilt:_____ degrees (e.g., flat mount= 0 degrees; Vertical mount = 90 degrees)

4. Solar Electric Module Tracking:_____ Fixed_____ Single-axis_____
Double-axis_____.

5. Inverter Location:_____ Indoor_____ Outside Location_____

2. Utility-Accessible AC Disconnect Switch Location:

7. Production meter location noted on one line drawing (must be located outside near bi-directional meter)

Yes_____ No_____

8. System Type and Mode Operation:

_____ Utility interactive (parallel/capable of back feeding the meter)

_____ Dedicated circuit, utility power as backup (transfer switch)

_____ Stand-alone (system confined to an independent circuit, no utility backup)

9. A one- page site map and system single line must accompany this application. This document must indicate the location of the solar electric modules, the inverter, batteries (if any), lockable disconnect switch, and point of connection with the utility system. The installation address, current account number at that address, and the installer's name and telephone number must also be included on the site map.

Does this system include batteries or generator back up? ____ Yes ____ No. If yes, there may be additional review required.

10. System rated output (Section A, line 3 above): _____ DC Watts

Total installed System cost: \$ _____ Estimated Start-up
date _____

Property Owners Signature

“EXHIBIT A”
NET METERING AND INTERCONNECTION INFORMATION

SECTION 1 CUSTOMER INFORMATION

Name:

Utility Customer Account Number (from the utility bill)

Mailing Address:

Physical Address: (if different from above)

Daytime Phone:

Evening Phone:

Email Address:

SECTION 2 NET METERING FACILITY INFORMATION

SYSTEM TYPE_____X_____Solar (PV)

Generator Size (kW AC)

Inverter Manufacturer:

Inverter Model:

Inverter Serial Number:

Inverter Power Rating:

Inverter Location:

Signed_____ Date_____

KAYSVILLE CITY POWER AND LIGHT
NET METERING POLICY 10-2-9

- A. Applicability: The Net Metering Program is available to any residential customer located within the city's current electrical service territory who:
1. Purchase electricity from the city under the provision of the residential electric rate service schedule; and
 2. Own and operated a solar, wind, or other qualified renewable generator located on the customer's premises that:
 - a. Is primarily intended to offset part or all of the customer's own electrical requirements on the premises;
 - b. Is interconnected with Kaysville City's electric system; and
 - c. Operates in parallel with the city's distribution system.
- B. Definitions: As used in this section;
1. "Net Energy" is the difference between the electricity supplied by the city to the customer through the city's electric distribution system and the electricity generated on the customer's premises which is fed back into the city's electric distribution system.
 2. "Net Metering" is a method of measuring the difference between the electricity supplied by the city to the customer through the city's electric distribution system and the electricity generated on the customer's premises which is fed back into the city's electric distribution system.
- C. Special Conditions:
1. The customer shall pay for the net energy used in accordance with the following formula:
 - a. The customer shall pay for all electric energy supplied by the city to the customer in any billing period in excess of the amount of electric energy produced by the customer on the premises which is fed back into the city's electric distribution system during that same billing period.
 - b. If the energy generated by the customer and distributed (received) back to the City's electric distribution system during the billing period, or any portion thereof, exceeds the energy supplied to the Customer by the City's electric distribution system then the customer shall be:
 - i. Billed for the appropriate customer service charge as other customers of the City in the same rate class and any other fees and charges deemed appropriate by the City Council: and

ii. Credited for any excess production (received) put back on to Kaysville City's distribution system at the rate specified in the residential solar (GF) rate.

iii. If the customers generating facility produces more KWH's than the customer consumes each month, the customer will be paid for all (received) KWH's at the current residential solar (GF) rate each month.

iiii. Customer shall pay any amount owing for electric service provided by the City in accordance with applicable rates and policies. Nothing in this section shall limit the City's rights under applicable Rate Schedules, City ordinances, Customer Service Policies, and General Provisions.

-1-

- c. In the event the customer terminates service under this electric service schedule, any electric energy credit balance in favor of the customer under the provisions of subsection C.1.b of this section shall be forfeited. The city will not make cash payments to customers based on their participation in the Net metering Program.
2. The price for electric energy provided to, or credited to, a customer participating in the Net Metering Program shall be the price charged by the city under the provisions of the electric service schedule for which the customer receives service absent this electric Net Metering Pilot Program.
 3. The Net Metering Pilot Program billing adjustments only applies to charges for energy. Participating customers are subject to all other charges, rates, terms and condition of the electric service schedule under which the customer receives service except as expressly altered by this electric service Net Metering Program.
 4. The customer will release to City all renewable energy credits (RECs), solar renewable-energy credits (S-RECs), or other renewable attributes as appropriate based on actual on-site electric generation from the Renewable Resource.
 5. The customer shall provide, at customer's own expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by the national Electric Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and any applicable local and state agencies, including any equipment deemed necessary by the city's power department expressly to accommodate the customer's request to qualify for this electric service Net

Metering Program. The customer must first obtain written approval from the city's power department before the customer's on site generating system is energized or interconnected with the city's electric system.

a. The net metering agreement and net meter policy is between Kaysville City and the Kaysville City home owner. No third parties.

6. In order to participate in the city's Net Metering Program and to receive the benefits of this electric service Metering Program, the customer must first sign a Net Metering Program interconnection and service agreement with the city. The interconnection and service agreement allows the customer to interconnect and operate in parallel with the City's distribution system and

-2-

allows the city to test and inspect the customer's system periodically to ensure the safety of electrical workers and the integrity of the city's electric distribution system. The interconnection and service agreement will contain additional terms and conditions for service under this electric service Net Metering Program, including specific terms of interconnection and parallel operation with city's electrical system.

7. The Net Metering Program may be adjusted or discontinued by the Kaysville City Council for any reason, at any time, without any obligation to existing participants.

- D. The City shall have the right to inspect a customer-generating facility after interconnection approval is granted, at reasonable hours and with reasonable prior notice to the customer. If the city discovers that the customer-generating facility is not in compliance with the requirements of this policy, and the noncompliance adversely affects the safety or reliability of the electric distribution system, the city may require the customer to disconnect the customer-generating facility until compliance is achieved.
- E. The City shall have the right to disconnect the customer-generating facility in the event it causes unusual system problems. The customer will have the option of correcting the problem, at which time the system will be re-inspected before beginning operation again. The customer shall be required to install a manual disconnect device as stated in the Net Metering Interconnection Agreement. The disconnect shall be readily accessible by the City authorized personnel.
- F. The customer shall be responsible for any damage caused by the Customer - generating facility to the City's distribution system and/or neighboring services. The customer shall be responsible for the installation and maintenance of

applicable protection equipment and for any damage caused by improper application, maintenance or faulty equipment. Kaysville City shall not be liable directly or indirectly for permitting or continuing to allow an attachment or a net metering facility, or for the acts or omissions of the customer-generator that cause loss or injury, including death, to any third party.

STAFF REPORT



COUNCIL MEETING DATE: May 17, 2018

ITEM NO.: 5d

TYPE OF ITEM: Work

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Human Resource Manual Update

EXECUTIVE SUMMARY:

City staff have been working for more than a year on a much needed update to the city's Human Resource or Policy and Procedure Manual. Although certain aspects of the manual have been altered from time to time over the past, the last major update of the manual took place in 1999. City staff met several times throughout 2017 in work groups and as Department Heads. The goal with the manual is twofold:

- 1) To produce a document that, as accurately as possible, mirrors conditions in the everyday life of a Kaysville City Employee. If there is a policy in practice, it should be in this manual.
- 2) The second major goal is to get this manual of expectations and guidelines in the hands of each and every city employee. Once adopted, we will be having a city wide meeting to discuss the manual, make sure everyone has at least a digital copy, and each employee will acknowledge receipt of the manual with their signature. This will also be an opportunity for each employee to sign an ethics declaration that will be kept in each employee's personnel folder.

While the update of this manual is extensive, Staff would like to highlight several changes or updates to the manual of which we would like you to be aware. These changes include

- 1) The addition of the Vehicle Policy that was passed in early 2016 to this manual. City Staff felt it was important that all regulations and expectations set by the city council be found in one place where an employee can easily find it and where staff and council can refer and exercise expectations of staff.
- 2) The drug testing section has been updated with current practices and methodologies.
- 3) Updated several areas where specific code was mentioned that was outdated. Generally the effort was to point to either state or city code or generally accepted statistics that may change over time without the necessity of changing our manual each time.
- 4) Included sections on proper use of Social Media
- 5) Altered the categorization of "Part Time Fire Fighters" from "Volunteer" to properly reflect their important role in the city.
- 6) Incorporated Computer Use Policy as part of the manual.
- 7) Increased the leave for Full Time Fire (didn't have FT Fire during last iteration of the manual)
- 8) Manual was reviewed multiple times by Nic Mills to ensure legal compatibility and liability scenarios were kept to a minimum.

While there are many other changes, we would ask you to review the manual as best you can and make suggestions for changes, omissions, etc.

Council Options: Move this item to a future ACTION agenda.

Recommendation: At this time we recommend that each council member continue to review the Draft copy of the HR Manual, ask questions for clarification, make suggested changes, and otherwise be prepared to adopt this document at the next city council meeting in an ACTION session.

Fiscal Impact & Fund Source for Recommended Action: None

Attachments: HR Manual – Draft Copy





PROCLAMATION

WHEREAS, Kaysville City's over 30,000 residents are served each day by a network of infrastructure from Streets, to Culinary Water, to Storm Water, to Sewer and Sanitation; and

WHEREAS, these are essential to our most basic needs and functions and are vital to maintaining this as a sustainable and vibrant community; and

WHEREAS, the service and function of said infrastructure could not exist without the dedicated efforts of the staff in both the Public Works and Community Development Departments; and

WHEREAS, the American Public Works Association (APWA) has celebrated Public Works Week since 1960; and

WHEREAS, this year's theme, "**The Power of Public Works**", is a tribute to all staff and elected officials who strengthen the foundation of a stronger, more livable community; and

WHEREAS, this week serves as an opportunity to both celebrate the efforts of our staff and to better reach out to and interact with our community.

THEREFORE, BE IT NOW RESOLVED that I, Katie Witt, Mayor of Kaysville, do hereby designate May 20-26, 2018 as Public Works Week, and encourage all residents and community members to join with APWA and the Public Works director in paying tribute and expressing gratitude for contributions to the following: Cody Thompson, Ryan Roberts, Chris Williams, Jerry Hill, Jared Tubbs, Jeff Brown, RJ Hooper, Gary Garner, Tyson Shaw, Logan Barker, Nick Moss, Gustavo Cisneros, Amanda Cross, Stacie Harward, Andy Thompson, Mike Blackham, Dan Jessop, Bekki Argyle, LeeAnn McKinnon, Annemarie Plaizier, Marsha Cook, Lyle Gibson and countless other supporting staff, elected officials and volunteers.

_____, Mayor

KAYSVILLE CITY PERSONNEL RULES AND REGULATIONS



KAYSVILLE CITY PERSONNEL RULES AND REGULATIONS

SECTION 1 GENERAL INTRODUCTION

- 1.01 Adoption of Rules and Regulations**
- 1.02 Administration of the Personnel System**
- 1.03 Purpose**
- 1.04 Personnel Policy**
- 1.05 Employment Constitutes Acceptance of These Rules**
- 1.06 Department Policies and Procedures**
- 1.07 Job Descriptions**
- 1.08 Classification Plan**
- 1.09 Personnel Records**
- 1.10 Employee Inquiries & References**

SECTION 2 EMPLOYMENT

- 2.01 Equal Employment Opportunity Statement**
- 2.02 Recruitment and Selection Criteria**
- 2.03 Application**
- 2.04 Selection Process**
- 2.05 Ineligibility or Disqualification**
- 2.06 Medical Examinations**
- 2.07 Orientation Program**
- 2.08 Employment Status**
- 2.09 Initial Appointment**
- 2.10 Performance Evaluation**
- 2.11 Promotion**
- 2.12 Transfer**
- 2.13 Reassignment**
- 2.14 Reappointment**
- 2.15 Reinstatement**
- 2.16 Termination**
- 2.17 Retirement**
- 2.18 Worker's Compensation**
- 2.19 Safety**

SECTION 3 COMPENSATION

- 3.01 Compensation Plan**
- 3.02 Classification**
- 3.03 Reclassification**
- 3.04 Work Periods**
- 3.05 Recording Work Hours**
- 3.06 Breaks**
- 3.07 Exceptions to Work Periods**
- 3.08 Attendance**
- 3.09 Overtime**
- 3.10 Exemptions from Overtime**
- 3.11 Separation Pay**
- 3.12 Severance Pay**

- 3.13 On-call Pay
- 3.14 Pay Periods and Paydays
- 3.15 Off Duty Court Time
- 3.16 Holidays
- 3.17 Benefits Administration
- 3.18 Travel Reimbursement
- 3.19 Educational Assistance
- 3.20 Uniform Cleaning Allowance

SECTION 4 LEAVES

- 4.01 Annual Leave
- 4.02 Administrative or Training Leave
- 4.03 Funeral Leave
- 4.04 Jury and Court Leave
- 4.05 Family and Medical Leave
- 4.06 Military Leave
- 4.07 Leaves of Absence
- 4.08 Leave for Hearings, Examinations, and Industrial Accidents
- 4.09 Sick Leave

SECTION 5 DISCIPLINE AND GRIEVANCES

- 5.01 Disciplinary Procedure
- 5.02 Appeal of Discharge or Transfer
- 5.03 Employee Grievance Procedure

SECTION 6 MISCELLANEOUS

- 6.01 Anti-Nepotism
- 6.02 Garnishments
- 6.03 Political Activity
- 6.04 Outside Employment
- 6.05 Conflicts of Interest
- 6.06 Ethics
- 6.07 Use of City Property
- 6.08 Smoking
- 6.09 Telephones & Cell Phones
- 6.10 Credit Card Use
- 6.11 Vehicle Use
- 6.12 Electronic Information Resources
- 6.13 Social Networking
- 6.14 Personal Appearance
- 6.15 Sexual Abuse and Misconduct Prevention
- 6.16 Employee Fitness Room
- 6.17 Vehicle Allowance

SECTION 7 DRUG AND ALCOHOL TESTING

- 7.01 Purpose and Intent of Section
- 7.02 General Requirements for Collection and Testing
- 7.03 Drugs for which Tests to be Conducted

7.04	Job Applicant Testing: General Standard
7.05	Current Employee Testing: General Standard
7.06	Notice and Consent
7.07	Pre-employment Testing
7.08	Random Testng
7.09	Reasonable Suspicion Testing
7.10	Refusal to Consent: Employees
7.11	Confirmation of Test Results
7.12	Consequences of a Confirmed Positive Test Result
7.13	Employees/Applicant Rights
7.14	Disciplinary or Rehabilitative Actions
7.15	Confidentiality of Information
7.16	Privacy in Collection of Samples for Testing
7.17	Laboratory Testing Requirements
7.18	Confirmation Test Request by Applicant or Employee
7.19	Time of Testing - Cost of Testing and Transportation
7.20	No City Responsibility for Failure to Test or Detect Substance or Problem, or for Termination of Testing Program
7.21	Employee Not "Handicapped"
7.22	No Physician-Patient Relationship Created

SECTION 8 DISCLAIMER

8.01	General Disclaimer
8.02	Savings Clause

SECTION 9 FORMS

SECTION 1

GENERAL

1.01 ADOPTION OF RULES AND REGULATIONS

The following Rules and Regulations have been approved by the City Council in order to establish an equitable and uniform procedure for dealing with personnel matters so that the most qualified available people may be brought into and retained in the City service.

1.02 ADMINISTRATION OF THE PERSONNEL SYSTEM

The City Manager is the Personnel Officer and shall administer the Personnel System except for the hiring and discharge of department heads, which shall require City Council confirmation. He shall have power to exercise general control and supervision over employees subject to these Rules and Regulations. The City Manager may delegate any of the powers and duties conferred upon him as the Personnel Officer to any other officer or employee of the City.

1.03 PURPOSE

The purposes of these Rules and Regulations are to facilitate effective and economical services to the public and to provide for a fair and equitable system of personnel management. These Rules and Regulations set forth in detail those procedures which ensure equal treatment for applicants and employees, and define the obligations, rights, privileges, benefits and prohibitions placed upon all employees in City employment. It is the intent of the City to comply with all Federal and State laws and regulations applicable to the City and/or its employees, whether mentioned herein or not.

1.04 PERSONNEL POLICY

The intent of the personnel policy of Kaysville City is that:

- a. Employment and promotion by Kaysville City shall be based on merit qualifications, free of personal and political considerations, and in no way shall be discriminatory because of race, sex, color, national origin, religion, age, disability, or any other class protected under State or Federal Law.
- b. It is the intent of the City Administration to assist employees in maintaining qualifications and skill levels. Employees are encouraged to pursue training and development. Upon proper approval, time and monies, up to the amount allocated in the budget, may be used for training and development activities.
- c. Tenure of employees covered by these Rules and Regulations shall be subject to good behavior, satisfactory work performance, necessity for improved performance of work and the availability of funds.

1.05 EMPLOYMENT CONSTITUTES ACCEPTANCE OF RULES

In accepting employment with Kaysville City, each employee agrees to be governed by and to comply with the Personnel Rules and Regulations, administrative rules and procedures established by the City Manager pursuant thereto, and rules, regulations, and directives of the department in which he or she is employed.

All employees holding a position in City service on the REVISED date of these Rules and Regulations shall thereafter be subject in all aspects to the provisions herein. Reasonable effort will be made by City Administration to distribute this document to all employees.

Personnel Policies are applied at the discretion of Kaysville City. Kaysville City reserves the right to change, withdraw, apply, or amend any of our policies or benefits, including those covered in these Regulations at any time. Kaysville City may notify you of such changes via email, posting on the City's Intranet, or via a printed memo, but may in its discretion make such changes at any time, with or without notice and without a written revision of these Regulations.

1.06 DEPARTMENT POLICIES AND PROCEDURES

When Departments adopt regulations, policies, or procedures, the more restrictive provisions shall govern.

If any provision or part of these Policies and Procedures or the application thereof is found to be in conflict with any State or Federal law or City Ordinance, the conflicting provision or part is hereby declared inoperative to the extent of the conflict, but such conflict shall not affect the operation of the remainder of these Policies and Procedures or any of their application.

1.07 JOB DESCRIPTIONS

The City provides and maintains a current job description for each employee position available within the City. Each job description should include the scope of responsibility, supervisory duties, typical duties, qualifications, knowledge, skills and abilities, essential functions, and physical demands and job environment. All employees will be assigned to employment as provided in an established job description and must be able to meet the requirements for performing the essential functions of the position to which assigned (with or without a reasonable accommodation to the extent required under the Americans with Disabilities Act). Recruitment and hiring of new employees is based on the requirements and duties listed in the relevant job description.

1.08 CLASSIFICATION PLAN

The City shall establish and adopt a Classification Plan setting forth the positions and corresponding job descriptions of City employees.

1.09 PERSONNEL RECORDS

(a) Personnel Records. Federal and State law requires employers to keep detailed data about their employees. It is the policy of the City to maintain personnel records concerning its employees in accordance with applicable Federal and State law. Such records may include, but are not limited to, records regarding hiring, compensation, leave, awards, grievances, disciplinary action, education, training and other relevant records.

(b) Updates. Each employee is responsible for keeping the City notified of any changes in employee information such as name, address, telephone number, tax exemptions and related information so that the employee's personnel records may be accurately maintained.

(c) Maintenance. Personnel records shall be maintained, classified and accessed in accordance with the Government Records Access and Management Act, as set forth in *Utah Code* and the Utah Municipal Records Retention Schedule, as adopted and amended by the City.

(d) Access. Pursuant to *Utah Code* employees of the City have the right to examine and make copies of documents in their own personnel files. Upon written request from an employee, the City shall produce the employee's personnel file for inspection and copying during regular business hours. Such inspection and copying shall be under the direct supervision of the Human Resources Specialist, or his or her designee. Access and examination of personnel records by persons other than the employee must provide a written request and is subject to the provisions of the Government Records Access and Management Act, as set forth in *Utah Code* as adopted and

amended by the City. Access and examination of personnel records by the City Manager and/or the employee's direct Department Head, or his/her designee, will be provided upon written request which will be kept with the personnel file and is not subject to the provisions of the Government Records Access and Management Act. Requests by a Department Head to access and examine personnel records of an employee that he/she does not directly supervise must have approval by the City Manager.

1.10 EMPLOYEE INQUIRIES AND REFERENCES

All inquiries from outside parties regarding current and former employees shall be directed to the Human Resources. For purposes of extensive background investigations on current and former Police Officers a liability release form signed by the employee is required and the Police Chief in cooperation with the Human Resource Specialist may respond to questions with factual information. Pursuant to the Employer Reference Immunity provisions of Utah law, as set forth in *Utah Code*, an employer who in good faith provides information about the job performance, professional conduct, or evaluation of a former or current employee to a prospective employer of that employee, at the request of the prospective employer of that employee, may not be held civilly liable for the disclosure or the consequences of providing the information. Notwithstanding statutory protection, the City reserves the right to require a written reference and liability release form from former employees regarding requested references. Reference and liability release forms may also be filled out by employees upon termination of employment with the City.

SECTION 2

EMPLOYMENT

2.01 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

It is the policy of Kaysville City to provide equal employment opportunity. Personnel will be compensated on a fair and equitable basis. Kaysville City will hire, promote, classify, transfer, discipline, and discharge all persons concerned without reference to race, color, religion, sex, age, disability, national origin, political affiliation, pregnancy, childbirth or pregnancy-related condition, disability, status as a veteran, or genetic information, in accordance with applicable Federal and State laws. It is the policy and commitment of the City to protect the civil rights of all employees and applicants for employment with the City and to provide a work environment free from discrimination and harassment.

The City expressly prohibits any form of unlawful employees harassment. Improper interference with the ability of City's employees to perform their expected job duties is not tolerated. With respect to sexual harassment, the City prohibits:

1. Unwelcome sexual advances; requests for sexual favors; and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
 - Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
 - Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
 - Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Offensive comments, jokes, innuendos, pictures, cartoons and other sexually oriented statements.

Complaint Procedure

Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their co-workers.

If you experience any job-related harassment based on your sex, your race, or another factor, or believe you have been treated in an unlawful, discriminatory manner, promptly report the incident to your supervisor, who will investigate the matter and take appropriate action, including reporting it to the City Manager. If you believe it would be inappropriate to discuss the matter with your supervisor, report it directly to the City Manager, who will undertake an investigation. Your complaint will be kept confidential to the maximum extent possible.

If the City determines that an employee is guilty of harassing another employee, appropriate disciplinary action will be taken against the offending employee.

The City prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation. However, if, after investigating any complaint of harassment or unlawful discrimination, the City determines that the complaint is not bona fide or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

2.02 RECRUITMENT AND SELECTION CRITERIA

Recruitment for qualified applicants will be carried on as necessary in order to insure that the City will have available applicants of interested, qualified persons for possible employment. In general, all new and vacant Council approved positions will be posted externally on the Kaysville City Website and through the Utah Department of Workforce Services. Other media, including newspapers, social media, and professional publications, may be used.

The City shall attempt to fill all vacant positions with qualified applicants from its existing work force. The selection of individuals to fill vacant positions shall be based upon specific knowledge, job-related skills and abilities, character, general competence (past performance), ability to work and relate with co-workers, and the ability to relate to the goals and objectives of the City in a cooperative and productive manner.

2.03 APPLICATION

All candidates for employment shall file an application on an official City application form.

2.04 SELECTION PROCESS

The selection and placement process for any position opening in the City is as follows:

1. Update the position description including position title; description of duties and responsibilities; required knowledge and skills; essential physical duties; minimum qualifications of education and experience required.
2. Advertise the opening.
3. Receive initial applications according to the deadlines established for the available position.
4. Conduct examinations using any of the following recognized techniques:
 - achievement tests
 - aptitude tests
 - work samples
 - finger printing
 - evaluation of work performance
 - review and investigation of personal background and references
 - evaluation of personality and background through personal interviews
 - oral board examination

or any other selection technique that will adequately and fairly indicate the relative ability and quality of the candidates under consideration to execute the essential duties and responsibilities of the position to which they seek to be appointed. The City recognizes that it may not discriminate in the selection process because of a disability and will evaluate the positions based upon reasonable accommodation where necessary.

5. Select a candidate for the available position.
6. Notify the candidate and complete the appropriate employment records.

7. Administer oath if applicable.

2.05 INELIGIBILITY OR DISQUALIFICATION

The Personnel Officer may withdraw anyone from consideration whose appointment will be deemed contrary to the best interest of the City. Reasons for disqualification may include, but shall not be limited to, the following deficiencies:

- a. Lack of any of the requirements established for the examination or position for which she or he applies.
- b. Physical or mental disability such as to render the applicant unfit to perform the essential job functions of the position to which appointment is sought with reasonable accommodation.
- c. Current use of unlawful habit-forming drugs.
- d. Conviction of a felony, or conviction of a misdemeanor involving moral turpitude.
- e. Infamous or notoriously disgraceful conduct.
- f. Dismissal from former employment for any cause which would be cause for dismissal by the City.
- g. Resignation from any position to avoid dismissal.
- h. Deception or fraud in making the application.
- i. Request by applicant that his or her name be withdrawn from consideration.
- j. Failure to reply within a reasonable time, as specified by the Personnel Officer, concerning availability of employment.
- k. Disqualification or unsuitability for employment as specified in any City or pertinent department rules or regulations.
- l. Non satisfactory Vehicle Use Record.

2.06 MEDICAL EXAMINATIONS

As part of City's employment procedures after a conditional offer of employment is extended, an applicant is required to undergo a pre-employment alcohol and drug screening that is conducted by an agency designated by the City. Any offer of employment that an applicant receives from the City is contingent upon, among other things, satisfactory completion of examinations and a determination by the City and its examining physicians that the applicant is capable of performing the responsibilities of the position that has been offered. Questions about the City required medical examinations should be directed to the City Manager or his designee.

2.07 ORIENTATION PROGRAM

During your first few days of employment, you will participate in an orientation program conducted by the City Manager or designee and various members of the City, including your supervisor. During this program, you will receive important information regarding the performance requirements of your position, basic City policies, your compensation, and benefit

programs, plus other information necessary to acquaint you with your job and the City. You will also be asked to complete all necessary paperwork at this time, such as medical benefit plan enrollment forms, beneficiary designation forms, and appropriate federal, state, and local tax forms. At this time, you will be required to present the City with information establishing your identity and your eligibility to work in the United States in accordance with applicable federal law.

Please use this orientation program to familiarize yourself with the City and our policies and benefits and this City Personnel Rules & Regulations document. We encourage you to ask any questions you may have during this program so that you will understand all the guidelines that affect and govern your employment relationship with us.

2.08 EMPLOYMENT STATUS

Classification of Employment

For purposes of salary administration and eligibility for overtime payments and employment benefits, the City classifies its employees as follows:

Council Approved Positions

Full-Time Regular Employees - Employees hired to work the City's normal, full-time forty hour workweek on a regular basis and police employees (post certified) hired to work 171 hours in a 28 day work period and fire employees hired to work 212 hours in a 28 day work period. Such employees may be "exempt" or "nonexempt" as defined below.

Part-Time Regular Employees – Same as full-time employees, but works less than 40 hours per week and usually more than 20 hours a week.

Part-Time employees may be eligible for some benefits normally provided by the City. These benefits may include retirement, insurance and accrual of vacation and sick leave at a rate proportionate to the hours worked unless otherwise required by law.

Introductory Period- All new hires shall have a six month introductory period. During this period, the employee may be discharged or laid off at the sole discretion of the City. Upon completion of the six month period, a performance review will be completed to determine if the employee status will be designated regular, permanent status. The granting of regular permanent status does not grant any additional employment status.

Non-exempt Employees - Employees who are required to be paid overtime at the rate of time and one half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek, (police employees beyond 171 hours in a 28 day period and fire employees hired to work 212 hours in a 28 day period) in accordance with applicable federal wage and hour laws.

Exempt Employees - Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek. (Police employees beyond 171 hours in a 28 day period and fire employees hired to work 212 hours in a 28 day period) Executive, professional employees, managers, and certain employees in administrative positions are typically exempt.

You will be informed of your initial employment classification and of your status as an exempt or nonexempt employee during your orientation session. If you change positions during your employment as a result of a promotion, transfer, of otherwise, you will be informed by the City Manager or his designee of any change in your exemption status.

Administratively Approved Positions

Light Duty Status- Employees that incur a medical condition and are recommended by a medical doctor to only be involved in “light duty” activity may be assigned work in accordance with light duty operations and functions as approved by human resources in cooperation with the Department Head. Light duty assignments will be temporary and short term in nature, usually not exceeding thirty (30) work days. Each case will be reviewed independently and will only be extenuating circumstances. Light duty assignments over thirty (30) days will be approved by the City Manager.

Paid On-Call Firefighter- An employee hired to work as needed at an hourly wage. A paid-on-call firefighter (1) shall work less than an average of 30 hours per week calculated on an annual basis; (2) shall be an at-will employee and may be terminated at any time with or without notice or cause; and (3) is generally not eligible for benefits.

Temporary Employees-

Seasonal Employee- All employees hired on a temporary, seasonal, provisional or emergency basis. Seasonal employees are not eligible for benefits unless required by law. Seasonal employees are at-will employees and may be terminated at any time with or without notice or cause. Seasonal employees may be employed up to 40 hours per week for up to but not including 9 months. Any exceptions must be approved in writing by the City Manager. A seasonal employee may be re-hired as a seasonal employee after at least a three month break.

Limited Part-Time Employees- Employees who usually work an average of 20 hours or less per week calculated on an annual basis. Limited part-time employees are not eligible for benefits unless required by law. Limited part-time employees are at-will employees and may be terminated at any time with or without notice or cause.

Volunteers- Volunteers are persons who donate services as authorized by the City without pay or other compensation other than expenses actually and reasonably incurred as approved by the City. The City Manager may establish volunteer programs and develop guidelines for the use of volunteers. Volunteer programs and guidelines proposed by the City Manager that are either outside of the current adopted budget or involves an exceptional amount of risk would require approval from the City Council. All volunteers providing services for the City shall sign an agreement defining the nature and terms of the volunteer services. A volunteer may not donate any service to the City unless the volunteer’s services are approved by the City manager and the volunteer has submitted a signed volunteer form to the City as required herein.

Volunteers may be provided protections under the Volunteer Government Workers Act, as set forth in *Utah Code* which provides volunteers may be deemed an employee of the City for purposes of workers’ compensation benefits, operation of motor vehicles, and liability protection and indemnification normally afforded paid government employees.

Please direct any questions regarding your employment classification or exemption status to the City Manager or designee.

2.09 INITIAL APPOINTMENT

All initial appointees are assigned to the salary range or grade outlined for their position as specified in the Classification and Compensation Plans.

2.10 PERFORMANCE EVALUATION

On or near the beginning of each fiscal year, each employee will be evaluated by his or her supervisor in accordance with the standards of Kaysville City. These evaluations shall be used in determining each employee's step and movement to steps of the Compensation Plan, and other personnel actions based on performance.

2.11 PROMOTION

Because it is the policy of Kaysville City to encourage the advancement of personnel within the organization, promotional examinations for vacancies will be conducted as the needs of the City require. An employee receiving a promotion be eligible for the corresponding merit increases of that range. If the present pay level is equal to or exceeds the class to which she or he is promoted the employee shall be promoted to the next step which guarantees the employee at least a five (5) percent increase in pay.

2.12 TRANSFER

Any employee may be transferred from one department or division to another for which she or he is qualified as the structure of the work force is changed, at the discretion of the City Manager. A transferred employee shall retain all accumulated sick leave and annual leave.

2.13 REASSIGNMENT

Employees who are reassigned shall be paid at the same salary that they received prior to reassignment. If such salary exceeds the maximum of the range for the class to which they are assigned, they shall receive the maximum for the class.

2.14 REAPPOINTMENT

Reappointment after termination will be considered as new employment.

2.15 REINSTATEMENT

The City Manager may reinstate any suspended employee for good cause, and may, upon such reinstatement, compensate, in whole or in part, such employee for the time lost.

2.16 TERMINATION

Employees may not be dismissed from service as a result of a change in elected administration.

- a. **RESIGNATION** - An employee wishing to leave the service of the City in good standing either by resignation or retirement shall give the Personnel Officer at least two (2) weeks notice.
- b. **ABSENCE WITHOUT LEAVE** - Absence without leave for more than three (3) consecutive workdays or shifts may be deemed to be a resignation and may result in automatic termination.
- c. **LACK OF WORK OR FUNDS** - An Employee may be terminated by the Personnel Officer because of changes in duties or organization, abolishment of position, shortage of work or funds, or completion of work. In cases involving full-time employees only, notice of such termination will be given to the employee at least two (2) weeks prior to the effective date of termination. In any such reduction in personnel caused by lack of work or funds, employment status, length of service, and performance rating will be the criteria used in determining the order of the layoff. In all lack of work or funds layoffs, the City Administration will make reasonable efforts to transfer the employee, if feasible, rather than layoff the employee. Full-time employees terminated by the Personnel Officer for cause or for the convenience of the City shall be given a

written statement of the reasons for such termination and may appeal such action by the established procedure (Section 5.03). Such cause shall be other than cause for disciplinary action set forth in the disciplinary action section contained herein.

- d. NON-DISCIPLINARY ACTION - Part-time, and temporary employees may be terminated by the Personnel Officer at any time, with or without notice, for cause or for the convenience of the City.
- e. DISCIPLINARY ACTION - An employee may be terminated at any time as a disciplinary action as provided in these Rules and Regulations and pursuant to current Utah Code.

2.17 RETIREMENT

Retirement from City service shall be subject to the terms and conditions of the City's Retirement Systems. Employees may retire at any time following eligibility after the two (2) weeks notice is given to the Personnel Officer.

2.18 WORKER'S COMPENSATION

Kaysville City operates under the provisions of the State of Utah Worker's Compensation Act which provides that - "any employee injured, or the dependents of any employee killed during the course of his or her duty, shall receive compensation for loss sustained on account of such injury or death, and for medical, nurse and hospital services, medicines, and funeral expenses."

The size of the awards and the conditions connected with these claims are contained in the State Laws covering Worker's Compensation cases. Any injury occurring on the job must be reported to the supervisor immediately and submitted to human resources within seven (7) days of the injury.

2.19 SAFETY

It is the intent of the City to comply with all applicable rules and regulations pertaining to the Occupational Safety and Health Act as established under federal or state law.

The City employees are expected to be safety conscious and to assist in keeping the City a safe workplace. The following general safety rules will apply in all City work places. Each work unit may prepare separate safety rules applicable to the specific nature of work in their area to promote safety.

Each department head or supervisor shall post, in a conspicuous place, a list of telephone numbers or addresses as may be applicable so that necessary help can be obtained in case of emergency. The list shall include: doctor, hospital, fire department, police or sheriff, ambulance, and responsible supervisor.

Employees shall be required to participate in safety training programs. The City will provide safety equipment.

General Safety Rules

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

- Extreme caution should be exercised by employees operating any type of power equipment.
- Employees will use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, and hard hats, if required or appropriate to the work performed.

- Employees will avoid wearing loose clothing and jewelry while working on or near equipment and machines.
- All accidents, regardless of severity, personal or vehicular, are to be reported immediately to the supervisor.
- Defective equipment should be reported immediately to the supervisor.
- Employees will not operate equipment or use tools for which training or orientation has not been received.
- In all work situations, safeguards as required by State and Federal Safety Orders will be provided.
- All supervisors and workers shall be required to insure clean work areas. An excessively littered or dirty work area constitutes an unsafe, hazardous condition of employment and should be remedied within a reasonable amount of time. When no other method or combination of remedies exist to minimize hazards due to toxic dust, fumes, gases, flying objects, dangerous rays, or burns from heat, acid, caustics or any hazard of a similar nature, the City shall provide each worker with the necessary personal protection equipment, such as respirators, goggles, gas masks, certain types of protective clothing, etc. Provision shall also be made to keep all such equipment in good, sanitary working condition at all times.
- Report of any on-the-job injury resulting in disability or compensable lost time shall be submitted by the department head or other designated official to the Industrial Commission and to the affected employee within seven (7) calendar days on the "First Report of Injury" form. Should any sudden or unusual occurrence or change of conditions occur (such as the appearance of toxic or unusual fumes or gases, major equipment failure, explosion, fires, etc.) that might affect the safety or health of City employees or tend to increase the hazards thereof, the department head or other designated authority shall notify the Industrial Commission of Utah. Such notification MUST be made whether or not any actual injuries result from the above occurrences or changes of conditions.
- All fatal, potentially fatal, and serious accidents shall be reported immediately to the appropriate Utah State agency over Labor.
- No person shall remove, displace, destroy, or carry away any safety device or safeguard provided for use in place of City employment or interfere with the use of any method or process adopted for the protection of employees. No employees shall refuse or neglect to follow and obey reasonable orders that are issued for the protection of health, life, safety, or welfare of employees.
- No person shall remove, displace, destroy, or carry away any safety device or safeguard provided for use in place of City employment or interfere with the use of any method or process adopted for the protection of employees. No employees shall refuse or neglect to follow and obey reasonable orders that are issued for the protection of health, life, safety, or welfare of employees.
- In addition to the rules and regulations specified above, the following shall apply:
 1. Employees who do not understand or speak the English language shall not be assigned to any duty or place where the lack or partial lack of understanding or speaking of English might adversely affect their safety or that of other employees.
 2. Where there is a risk of injury from hair entanglement in moving parts of machinery, employees shall confine their hair to eliminate the hazard.

3. Loose sleeves, tails, ties, lapels, cuffs, or similar garments which can become entangled in moving machinery shall not be worn where an entanglement hazard exists.
4. Wrist watches, rings, or other jewelry shall not be worn on the job where they constitute a safety hazard.
5. No employee shall carry liquor into a place of employment.
6. No intoxicated person shall be allowed to go into, or loiter around, any operation where workers are employed.

Additional information relative to the Occupational Safety and Health Act can be obtained from www.osha.gov.

SECTION 3

COMPENSATION

3.01 COMPENSATION PLAN

Pay rates for all authorized City positions are set forth annually as part of the budget process and established by City Council action. Payroll amounts shall be computed on the number of base hours of the calendar year (2080) that are covered by the pay period.

The Compensation Plan may also include salary administration guidelines, position pay grade schedule, and salary schedule, reimbursement, and other forms of Compensation as adopted by the City. Salaries shall be evaluated on an annual basis and linked to the position classification plan and may take into consideration the following prevailing practices and factors: ranges of pay for other positions; prevailing rates of pay for similar employment in both public and private organizations; cost of living; market trends, other benefits; and financial policy and economic conditions of the City. Independent market studies may be authorized at the discretion of the City Council when deemed necessary.

3.02 CLASSIFICATION

Council authorized positions shall have an approved job description and are assigned a salary grade. Each grade has been assigned a corresponding salary range. Periodically, the City may revise its job descriptions, evaluate individual jobs to ensure that they are rated and paid appropriately, and review job specifications to ensure that they are directly job related.

3.03 RECLASSIFICATION

If the duties and responsibilities of a position change significantly, the department head should submit a request for reclassification to the Personnel Officer. The Personnel Officer shall perform an analysis of the position and make the final recommendation for reclassification to the City Council.

No employee shall be removed from employment by means of reclassification or have the job function changed where the action is primarily for the purpose of dismissing the employee.

If the circumstance should arise requiring the abolition of a position, job security shall be maintained by:

1. Returning the employee to a previous position.
2. Promoting the employee based on merit and qualifications.
3. Transferring the employee to another department to fill a position of equal pay.

or

4. Terminating the employee if none of the above alternatives are available.

3.04 WORK PERIODS

The standard work period for the City, except the Police and Fire Departments, are seven consecutive days beginning each Saturday at 12:01 a.m. and ending each Friday at 12:00 midnight.

The standard work period for the Police and Fire Departments (Post certified) is twenty-eight consecutive days.

The work shifts for each department are as determined by the department head with the approval of the City Manager. All employees are to be working on City matters during their work shift.

The Public Works and Power Department will have one member of each department on-call at all times to respond to emergency situations as deemed necessary by the City Manager and Department Head.

The Police and Fire Departments will provide continuous coverage through shift schedules.

3.05 RECORDING WORK HOURS

It is the policy of the City to comply with applicable laws that require records to be maintained of the hours worked by our employees. To ensure that accurate records are kept of the hours actually worked (including overtime hours where applicable) and of the accrued leave time taken, and to ensure payment in a timely manner, all Non-Exempt employees will be required to record their time worked and absences on City's official time period form. This form should be completed daily, signed, and forwarded to your supervisor at the conclusion of each pay period. After reviewing the form and resolving any discrepancies, the supervisor will sign the form and forward it to payroll for processing.

Exempt employees are expected to work at least 40 hours in a work week. As needed an exempt employee may be required to work more than 40 depending on circumstance and work load. Exempt employees, while not required to "clock in", should submit vacation, sick, comp, and any other "non-worked" hours used in a work week to come to a minimum of 40 hours. These hours should be reported to payroll on a bi-weekly basis with the transmission of all other department time cards.

All employees should ensure that actual hours worked and leave time taken are recorded accurately. Falsification of a time record is a breach of City policy and is grounds for disciplinary action, including the possibility of immediate dismissal. All questions about recording work hours should be directed to an employee's immediate supervisor.

3.06 BREAKS

One (1) paid break during each four (4) hour work period is authorized. Breaks are scheduled by the supervisor to best meet work conditions. Breaks are not to exceed fifteen (15) minutes.

3.07 EXCEPTIONS TO WORK PERIODS

The City Manager is hereby authorized to designate other work periods and working hours for employees when, in his opinion, the best interest of the City may be served by such adjustments of the work periods and hours and in accordance with Fair Labor Standards Act (FLSA) laws.

3.08 ATTENDANCE

An employee unable to report to duty on a workday shall notify his immediate supervisor of that fact with reasonable notice

3.09 OVERTIME

In case of disaster, state of extreme emergency, or local peril, as declared by the Mayor or City Manager, the overtime procedures herein established shall not be in effect and compensation procedures will be determined at that time for such conditions.

Your supervisor will attempt to provide you with reasonable notice when the need for overtime work arises. Please remember, however, that advance notice may not always be possible.

Overtime may be authorized only when it is not possible to adjust staffing and/or employee work schedules to perform essential work assignments during regular hours. Overtime should be authorized by the Department Head. No employee may authorize overtime for himself or herself.

Employees may elect to receive compensatory time or payment in the pay period following the period in which such overtime is worked, providing that the time record form has been properly prepared, approved by the supervisor, and forwarded to payroll for processing in a timely manner.

Non-exempt Employee except Public Safety

If you are classified as a nonexempt employee, you will receive compensation for approved overtime work as follows:

1. You will be paid at straight time (i.e., your regular hourly rate of pay) for all hours accumulated and worked through the fortieth hour in any given workweek.
2. You will be paid one and one-half times your regular hourly rate of pay for all hours accumulated and worked beyond the fortieth hour in any given workweek.
3. Overtime is calculated by adding the hours worked. Any amount over 40 hours per week qualifies as overtime. (You are paid for non-working hours, i.e. sick leave, vacation leave, etc. at straight time and these non-working hours are not used to calculate overtime.) Approved City holidays are calculated as hours worked.

Any un-scheduled hours worked in response to an emergency as determined by the City Manager (water leak, snow plowing/salting, flooding, power outages, natural disaster etc.) outside normal shift hours will be paid at an overtime rate regardless of non-working hours during the week.

4. For the purpose of calculating overtime, the workweek normally begins at 12:01 a.m. Saturday and ends at midnight of the following Friday, unless designated otherwise because of varying shifts.
5. You may elect to receive compensatory leave in lieu of overtime pay. You will receive compensatory leave at the rate of one and one-half times your overtime worked in any given work week. If you elect to receive compensatory leave in lieu of overtime pay, you will be allowed to accumulate up to 80 hours.
6. Required Overtime work that falls on a holiday and outside of current job schedule and assignment will be paid at a rate designated by the City Manager.

Non-exempt Public Safety Employee

If you are classified as a non-exempt public safety employee, (non-administrative) you will receive compensation for approved overtime work as follows:

1. You will be paid at straight time (i.e. your regularly hourly rate of pay) for all hours accumulated through the one hundred and sixtieth (171) for police and two hundred and twelve (212) for fire in any given twenty eight day work period.
2. You will be paid one and one-half times your regular hourly rate of pay for all hours accumulated beyond the one hundred and sixtieth (171) for police and two hundred and twelve (212) for fire in any given twenty eight day work period. The City Manager may determine a work period more liberal for public safety employees in the calculation of overtime not to exceed the accrual rate of non-public safety employees.
3. Overtime is calculated by adding the hours worked. Any amount over 160 hours for police and 212 for fire per 28 day work period qualifies as overtime. (You are paid for non-working hours, i.e., sick leave, vacation leave, etc., at straight time and these non-hours are not used to calculate overtime.) Approved city holidays are calculated as hours worked. For all contract work billed at a rate of 1 ½ rate officers will be compensated commensurately.

Any un-scheduled hours worked in response to an emergency as determined by the City Manager (water leak, snow plowing/salting, flooding, power outages, natural disaster etc.) outside normal shift hours will be paid at an overtime rate regardless of non-working hours during the week.

4. You may elect to receive compensatory leave in lieu of overtime pay. You will receive compensatory leave at the rate of one and one-half times your overtime worked in any given work week. If you elect to receive compensatory leave in lieu of overtime pay, you will be allowed to accumulate up to 80 hours and 112 hours for fire personnel.
5. Required Overtime work that falls on a holiday and outside of current job schedule and assignment will be paid at a rate designated by the City Manager

3.10 EXEMPTIONS FROM OVERTIME

All executive, administrative, and professional employees are exempt from overtime pay. The Police Chief shall be compensated at straight time for working additional shifts of other officers or for time when he is otherwise required to work.

3.11 SEPARATION PAY

When employees terminate, they shall be required to return all tools, safety helmets, and other property of the City and to clear all financial obligations prior to receiving their final paycheck. Any obligations not cleared shall be deducted from their final paycheck. Final paychecks shall include compensation for unused annual leave up to the maximum of thirty (30) days allowed and compensatory time up to the allowed carryover limit.

3.12 SEVERANCE PAY

When a full-time employee is separated from City employment due to a reduction in force through no fault of the employee, and when such a separation requires immediate action thereby not permitting a two (2) week notice, the employee shall be paid two (2) weeks severance pay in lieu of the two (2) weeks' notice. Other severance packages above two (2) weeks may be authorized by the City Manager on a case by case basis.

3.13 ON-CALL PAY

Employees who are required to be on-call shall be compensated at the rate as established in the City Compensation Plan as approved by the City Council annually.

3.14 PAY PERIODS AND PAYDAYS

The pay period for all employees shall be the two week period, ending on alternate Fridays. Paydays, shall be the Friday following the end of each pay period.

It is the City policy that all employees are paid by direct deposit to their respective checking or savings account. Accordingly, the City has established an automatic payroll deposit program, which provides automatic transfers of an employee's pay directly to the employee's bank account(s) (checking or savings) on each payday.

Except for employees terminating, the City will only pay on paydays. Employees leaving City service will normally be paid on the regular payday following the date of termination and upon written clearance by the department head concerned that the employee has returned all City property.

The City will not make pay advances to employees.

The method of distributing payroll information shall be established by the City Manager.

3.15 OFF DUTY COURT TIME

Police Officers on official duty attending court trials or hearings on their off duty time will be paid for two (2) hours at one and one-half (1 1/2) of the officer's base rate. If the officer is required to stay beyond two (2) hours, he or she will be paid at one and one-half the base rate for the time attended. The time will begin upon arrival at the court and end when the officer is released by the prosecutor.

To be eligible for payment, the subpoena or court notice must reflect that the employee's appearance was required at least one hour before actually reporting on regular duty. For instance, if an employee is scheduled to report on duty at 1500 hours on any given date, the subpoena or court notice must reflect that the employee reported, according to the subpoena or court notice, prior to 1400 hours to be eligible for compensation. If the subpoena or court notice reflects that the employee reported after 1400 hours, it is assumed that the officer's appearance was in connection with regular duty. If an officer is in court when his regular shift terminates and he is required to remain to give testimony or as a witness in excess of one hour's time, then the employee is eligible to receive compensation.

On the occasions where an employee receives two subpoenas or court notices on the same day, compensation will be received on each subpoena. However, the time lapse between subpoena or court notices must be in excess of two hours.

In the event a trial or hearing is cancelled, the employee will not be compensated unless the employee received notification less than one hour before the trial or hearing. In that event, the employee will be compensated for two hours.

3.16 HOLIDAYS

The following days have been designated by the City Council as paid holidays:

New Years Day	January 1 st
Civil Rights Day	3 rd Monday in January
Presidents Day	3 rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4 th
Pioneer Day	July 24 th
Labor Day	1 st Monday of September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday of November
Friday after Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25 th

When a holiday falls on a Saturday, it shall be observed on the preceding workday. When it falls on Sunday, it shall be observed the following workday.

Holidays may be rescheduled by a department head for the Department in special circumstances with the approval of the City Manager.

In lieu of receiving the above designated paid holidays public safety and fire personnel will be granted holiday time annually to be used at their discretion. If the employee leaves service during the calendar year, the holiday leave will be reconciled to the date of termination.

3.17 BENEFITS ADMINISTRATION

FULL-TIME AND PART-TIME EMPLOYEES:

- a. **RETIREMENT PLAN** - Full-time employees are covered by retirement plans. Part-time regular employees working 20 hours or more per week may be eligible to be members of the Utah State Retirement System. In an effort to be as fair as possible and to recruit and retain the best employees, the City may choose to compensate employees differently under certain retirement plans to make up for deficiencies from one plan to another. This determination will be made on a case by case basis by the City Manager.
- b. **HEALTH INSURANCE** - The City pays a contribution towards the premium for medical and dental coverage on full-time employees. Health insurance is available to part time employees who work an average of 30 or more hours per week calculated on an annual basis at a rate proportionate to the hours worked unless otherwise required by law. The health insurance contribution is established as part of the Compensation Plan. All full-time employees are required to maintain health insurance at the single (employee) level of coverage. Dependent coverage is optional as part of the group plan.
- c. **LIFE INSURANCE** - Life insurance coverage on full-time employees and paid on-call firefighters is provided for by the City as established as part of the compensation plan. Additional coverage for full-time employees is available upon payment of the premium at group rates by the employee.
- d. **LONG TERM DISABILITY INSURANCE AND ACCIDENTAL DEATH/ DISMEMBERMENT** - Long term disability insurance and accidental death/dismemberment is provided for by the City as established as part of the compensation plan.

ALL EMPLOYEES:

- a. SOCIAL SECURITY - All paid employees of the City contribute to the F.I.C.A., or Social Security program, as administered by the Federal Government. This is a system of retirement benefits based on equal employer and employee contribution to public insurance reserves.
- b. WORKER'S COMPENSATION - Coverage is maintained in accordance with law.

Details on all Benefits Administration can be obtained from the Finance Director.

3.18 TRAVEL REIMBURSEMENT

Travel expenses on duly authorized trips on City business for attendance at conventions, conferences, or meetings will be reimbursed by the City. All out-of-state travel requires approval by the City Manager. Whenever possible City vehicles will be used for City business.

Travel expenses must be included in an annual budget for each department anticipating travel, as part of the budget process. Any travel expenses in excess of the amount budgeted must have the approval of the City Council.

The following expenses will be considered for reimbursement upon completion of the Travel Expense Report Form and accompanied by the required receipts as listed.

TRANSPORTATION COSTS

If a commercial airline is used, tourist or economy fare MUST be requested and used if available. First class fare will be allowable only on the basis that tourist or economy space was not available between specified points.

If railway or bus is used, first class fare, plus necessary lower berth or roomette is allowable. However, coach facilities, when considered reasonable and satisfactory, should be used whenever possible.

Personal cars may be used if adjudged economical, or advantageous to the City. When a personal car is used for long trips, the City's reimbursement for the use of the car shall be established by the City's Compensation Plan.

When possible, employees shall choose lodging at the conference sponsored hotel that offers a government rate. Traveling employees may elect to stay with friend, relatives, use their personal campers or trailer homes instead of staying in a motel/hotel. The City will compensate the employee fifty percent (50%) of the lowest total cost of the conference sponsored hotel price.

OTHER COSTS

Toll road charges, parking fees, storage charges, emergency repairs and like items may be reimbursed when such toll is necessary for arrival to associated approved travel event.

Charges for car rental or similar services shall be preapproved by the department head.

Conference registration fees and extraordinary expenses, such as purchase of incidental supplies or publications, shall be eligible for reimbursement when accompanied by a receipt.

PER DIEM (receipts not required for reimbursements)

Charges for meals will be paid based upon departure and arrival times on a per-diem basis.

Reimbursement for any expenses not provided herein shall require the approval of the City Manager.

Money may be advanced for anticipated expenses upon request to the City Manager.

3.19 EDUCATIONAL ASSISTANCE

Kaysville City recognizes the importance of educational growth of employees in advancing their technical and managerial skills. Through the Educational Assistance Program the City may provide assistance to an employee who undertakes a course of study which leads to a graduate or undergraduate degree and which is mutually advantageous to the City and the employee. In some cases, irregular work schedules may be considered as a means of accommodating class schedules.

For courses approved by the department head and the City Manager and completed successfully, the City will reimburse employees up to one-half the tuition and required fees for employees accepted for participation in an accredited program. Application for educational assistance shall not normally be approved for reimbursement of courses taken in excess of six (6) hours per semester or quarter.

If the employee is entitled to Veterans or other educational benefits she or he must use such benefits in lieu of City reimbursement. The City reimbursement will be reduced by the amount of reimbursement the employee is eligible for from the Veterans Administration or any other source.

Those accepting this program will be required to sign a statement committing themselves to one (1) year of employment with Kaysville City upon completion of the course work. If the employees are terminated (voluntarily or involuntarily, except reduction in force), they will be required to refund the City monies received under the program during the preceding one (1) year period. The closing date of the quarter or semester will be the date used to determine the parameters of such period.

All approved applicants must be working a minimum of the equivalent of forty (40) hours per week and reimbursements must be included in the current budget.

3.20 UNIFORM CLEANING ALLOWANCE

Police Officers, Reserve Officers shall receive a uniform cleaning allowance as part of the compensation plan. Such allowances are to be used to maintain the department uniform in a neat and proper manner.

SECTION 4

LEAVE POLICIES

4.01 ANNUAL LEAVE

All full-time employees will be granted a paid vacation to be computed on a calendar year basis. Part-time Employees will receive annual leave proportionate to hour worked at the same benefit granted to Full-time Employees. No vacation shall be granted or pay made for vacation credit extended during a six month introductory period, but if full-time status is obtained, vacation shall then be allowed for time served in such introductory status.

- a. Full-time employees will be credited with .833 of a working day per calendar month of employment. (10 days per year or 80 hours.) Full-time fire employees will be credited with 2.166 of a working day per calendar month of employment. (26 days per year or 208 hours.)
- b. After five (5) years of continuous employment each full-time employee shall be granted one working day per calendar month of employment (12 days per year or 96 hours) and full-time fire employees will be granted 2.71 working days per calendar month of employment (32.5 days per year or 260 hours).
- c. After ten (10) years of continuous employment, each full-time employee shall be entitled to 1.25 working days per calendar month of employment (15 days a year or 120 hours) and full-time fire employees will be granted 3.25 working days per calendar month of employment (39 days a year or 312 hours).
- d. After fifteen (15) years of continuous employment, each full-time employee shall be granted 1.66 working days per month (20 days per year or 160 hours) and full-time fire employees will be granted 4.00 working days per month (48 days per year or 384 hours).
- e. Full-time employees annual leave may accrue to a maximum of 30 days (240 hours) and full-time fire employees may accrue to a maximum of 42 days (336 hours). Personnel may only carry over one-half of their yearly accumulated annual leave per calendar year to accumulate the maximum days. Once the maximum leave has been accrued, annual leave earned thereafter must be used within the year that it is earned.
- f. In the event an employee terminates for any reason, all unused vacation credit up to a maximum of 30 days (240 hours) for full-time employees, and 42 days (336 hours) for full-time fire employees will be paid by the City.
- g. All vacation must have the prior approval of the appropriate supervisor. Vacation leave must be authorized in advance, and before it is started, by the supervisor. Employees are required to ask their supervisor for vacation leave in advance to allow him or her to make necessary arrangements concerning the workload.
- h. At times in order to recruit and retain executive level staff, additional vacation leave may be given to acknowledge previous experience with a similar outside organization as approved by the City Manager.

4.02 ADMINISTRATIVE OR TRAINING LEAVE

A full-time employee or employee in their introductory phase of employment may, upon the approval of the City Manager, be granted leave with pay to perform legitimate duties in connection with City business, to attend trade or professional meetings which relate to official duties, or to participate in recognized and authorized training programs.

4.03 FUNERAL LEAVE

When death occurs in the family of an employee, the City shall allow up to three days of Funeral Leave with pay. The family shall be construed to mean father, mother, father-in-law, mother-in-law, wife, husband, brother, sister, children, grandchildren, or grandparents.

4.04 JURY AND COURT LEAVE

An employee who, in obedience to a subpoena or direction by proper authority, appears as a witness for the Federal Government or State Government, or a political subdivision thereof, or serves on a jury, shall be entitled to the difference between his or her regular compensation and the compensation of fees received (in excess of traveling expenses).

Time absent by reason of subpoena in private litigation or by some party other than the Federal Government or State Government or a political subdivision thereof, to testify not in official capacity, but as an individual shall be taken as annual leave or without pay.

4.05 FAMILY AND MEDICAL LEAVE

It is the purpose of the City to grant leave in accordance with the Family and Medical Leave Act of 1993, as amended (FMLA or Act). The provisions set forth herein are intended to comply with such Act, and if any conflict arises or if an issue or definition is not addressed herein, the Act shall control.

Employees who are eligible for family or medical leave must have been employed with the City for at least 12 months and worked a minimum of 1250 hours during the last year of employment.

An employee may take up to 12 workweeks of leave when the employee or a member of the employee's immediate family (i.e. spouse, son, and daughter) has a serious health condition.

Serious health condition is interpreted to mean illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital or continuing treatment by a health care provider.

Leave is not to be taken intermittently unless otherwise agreed upon by both the City and employee or when medically necessary.

If you expect to be absent for more than five consecutive work days as a result of an illness, injury, or disability (including pregnancy), you must submit a written request for medical leave to your supervisor and the City Manager as far in advance of your anticipated leave date as practicable. If your absence is due to an emergency, you or a member of your immediate family must inform your supervisor or head of your department as soon as is practicable. This should be followed up with a written leave request, normally submitted within three days of the beginning of your leave. All medical leave requests must be accompanied by appropriate medical certification from your physician, indicating the condition necessitating your leave request and your projected date of return to work.

If your leave request is granted, you are required to provide the City with additional physician's statements at least once every thirty days or more frequently if requested attesting to your continued disability and inability to work. If there is reason to doubt the validity of the physician's statement the City may require a second opinion. A third opinion may also be requested by the City but such opinion is considered final and binding. You may also be required to provide the City access to your medical records.

Before being permitted to return from medical leave, you are required to present the City with a note from your physician indicating that you are capable of returning to work.

Leave is considered to be without compensation. However, all City benefits that operate on an accrual basis (e.g., vacation and paid sick days) continue to accrue only during the first thirty days of your medical leave. All City group health benefits (e.g., hospitalization and major medical insurance) continue during leave on the same terms as if the employee had continued to work. Employees may take accrued sick, personal, or vacation time and apply it as paid leave during any part of their absence. In the event that an employee fails to return after taking leave the City may recover premiums paid to maintain medical coverage during the term of the leave.

The City endeavors to place employees returning from leave in their former positions or positions comparable in status and pay, subject to budgetary restrictions, the City's need to fill vacancies, and the ability of the City to find qualified temporary replacements.

4.06 MILITARY LEAVE

Military leave is authorized for full-time City employees pursuant to the following conditions:

- a. Employees who are members of the organized reserve of the United States armed forces shall be compensated up to 120 hours per year of additional leave to be spent on duty at annual encampment or rifle competition or other duties in connection with the reserve training and instruction requirements of the armed forces of the United States, including the National Guard of this state. This leave shall be in addition to annual vacation leave with pay. Employees who are members of reserve units for the military shall notify their immediate supervisor at least four (4) weeks in advance and shall indicate in writing their intention and anticipation with regard to participating in periods of active duty. Such written notification shall be made part of the individual employee's personnel file.
- b. Employees who enlist or are called or inducted into and enter active service in the State Militia or any branch of the United States armed forces shall be entitled to absent himself from his or her duties or service while engaged in the performance of active duty and while going to and returning from such duty in accordance with the provisions of state or federal law.

4.07 LEAVES OF ABSENCE

Leaves of absence without pay may be granted for periods not to exceed one (1) year to City employees because of illness, for educational purposes, and for other reasons, provided that leaves granted to enable an employee to take an office in the service of the City shall be for the duration of such employee's service therein. Such leaves shall not be regarded as an acquired right by employees and shall be granted only when the service will not be adversely affected thereby. Requests for leave shall be made in writing and, if approved by the City Manager, shall be placed in the employee's personnel files.

Leaves granted to employees who accept regular or full-time employment outside the City's service shall be subject to the approval of the City Council and shall be denied unless the request thereof is accompanied by satisfactory proof that such employment is temporary and that the experience gained thereby will be for the betterment of the City's services.

A leave of absence without pay granted to an employee may be terminated prior to the expiration date thereof with the consent of the appointing authority and the City Council. Failure of an employee to report for duty promptly at the expiration of his or her leave or violation of an agreement or understanding entered into by him or her relative thereto shall be just cause for discharge and the removal of his or her name from any eligible list or lists on which it may appear.

4.08 LEAVE FOR ATTENDANCE AT INDUSTRIAL ACCIDENT COMMISSION HEARINGS OR RELATED PHYSICAL EXAMINATIONS OR LEAVE AS A RESULT OF AN INDUSTRIAL ACCIDENT

Employees who have been injured in the course and scope of their employment with the City and who are required, as a result of such injury, to be absent from duty to take physical examinations required by the City's Worker's Compensation Insurer or the Industrial Accident Commission or to attend hearings of the Industrial Accident Commission may be granted leave with pay for such absences by the department head when she or he determines such absences are in the best interest of the City and only if the employee is in pay status at the time of the scheduled examination or hearing.

Employees who have been injured in the course and scope of their employment with the City are entitled to receive compensation according to the City's Worker's Compensation Insurance. If the employee elects to use sick leave as a result of a work-related injury, the employee shall reimburse the City the amount of the Worker's Compensation payment. The City, in turn, will credit the employee's sick leave accrual by the number of hours, based on the employee's hourly rate that such payment represents.

4.09 SICK LEAVE

Sick leave shall not be considered as a privilege that employees may use at their discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee or an immediate family member of the employee.

All full-time employees will be granted sick leave benefits on a calendar year basis. Part-time regular Employees will receive sick leave proportionate to hour worked at the same benefit granted to full-time employees.

- a. Sick leave with pay at the rate of one working day shall accumulate to the credit of each employee of the City for each calendar month of satisfactory employment, except that an employee will not receive pay for any sick leave taken during his or her six month introductory period.
- b. Any employee who shall claim sick leave benefits for a period in excess of three days, may be required to furnish proof of illness or hospitalization to the department supervisor.
- c. Upon extended use of sick leave the City Manager may require additional proof of illness or hospitalization. The City Manager may determine if leave is to be granted.
- d. Sick leave may be donated from one employee to another in the extreme case of grave illness and after all other sick leave on the part of the ill individual has been exhausted. Determinations of the ability of a person to donate or receive donated sick leave are to be made by the City Manager.

As an incentive to reduce sick leave abuse, after an employee has accumulated eighteen (18) unused sick leave days (144 hours), she or he may convert one third (1/3) of his or her annual sick leave accumulation to cash or annual leave each January if she or he chooses to do so. Only sick leave taken above 24 hours during the year will decrease the convertible portion by the number of days used.

SECTION 5

DISCIPLINE AND GRIEVANCES

5.01 DISCIPLINARY PROCEDURES

It is the responsibility of all employees to observe regulations necessary for the proper operation of City functions. Administrative procedures have been established for the handling of disciplinary measures such as reprimand, suspension, reduction in pay, demotion and dismissal. All such disciplinary measures shall follow the presentation of charges to the employee.

The general procedure for discipline shall be to:

- a. Instruct the employee on what is expected.
- b. Remind the employee of what is expected when an infraction occurs.
- c. Warn the employee if the infraction continues.
- d. Impose one or more of a range of sanctions.

VERBAL WARNINGS - whenever grounds for disciplinary action exist, and the supervisor determines that more severe action is not required, the supervisor should verbally communicate to the employee the observed deficiency. Written documentation of the reprimand should be recorded in the employee's personnel file. Sufficient time for improvement should be given before more formal disciplinary action is taken.

WRITTEN REPRIMAND - A department head may reprimand an employee in writing. Such reprimand should be addressed to the employee and a signed copy should be delivered to the Personnel Officer for inclusion in the employee's personnel file.

SUSPENSION - A department head, with the concurrence of the City Manager, may suspend an employee without pay. On or before the effective date, the employee and City Manager shall be furnished with a written statement setting forth reasons for the suspension.

DEMOTION - A department head may, with the approval of the City Manager, demote or reduce in pay any employee for the good of the service or for disciplinary reasons.

DISMISSAL - For any of the following violations, the employee may be subjected to dismissal following an opportunity for a hearing or review of the dismissal. The department head must have the concurrence of the City Manager. A written letter stating the reasons for dismissal must be sent to the employee being dismissed. Causes for disciplinary action may include, but are not limited to, the following:

1. Refusal to comply with a lawful instruction unless such instruction is injurious to the employee's or the general public's health or safety.
2. Insubordination or disloyalty to the City.
3. Conviction of a misdemeanor or felony while an employee of the City.
4. Indulging in offensive conduct or using offensive language toward the public or toward the City officers or employees.
5. Deliberate or careless conduct endangering the safety of others.

6. Inducing or attempting to induce any employee in the service of the City to commit an unlawful act in violation of City regulations, official policy, or departmental orders.
7. Using, threatening, or attempting to use personal or political influence in an effort to secure special consideration as a City employee.
8. Carelessness or negligence with City monies or property.
9. Theft or intentional destruction of City property.
10. Dishonesty in work or conduct.
11. Being under the influence of alcohol or drugs while on duty.

5.02 APPEAL OF DISCHARGE OR TRANSFER

All full-time and part-time regular employees of the City, other than the City Manager, department heads, and those employees still in the introductory phase of their employment, shall have the right to appeal any discharge or transfer.

The appeal shall be taken by filing written notice of the appeal with the City Recorder within ten (10) days after discharge or transfer. Upon the filing of the appeal, the City Recorder shall forthwith refer a copy of the same to the City Manager. Upon receipt of the referral from the City Recorder, the City Manager shall forthwith commence an investigation, take and receive evidence and fully hear and determine the matter which relates to the cause of the discharge or transfer.

The employee shall be entitled to meet with the City Manager in person and discuss and examine any evidences against them. The City Manager will have ten business days after the formal meeting in which to render a decision in the appeal.

In the event that the City Manager does not uphold the discharge or transfer, the employee will be reinstated at their previous level, pay, and job description, the case shall be closed, and no further proceedings shall be held.

In the event the City Manager upholds the discharge or transfer, the employee may have 14 days thereafter to appeal to the Appeal Board decision shall be final. The Appeal Board shall be established by City Ordinance.

The employee shall be entitled to appear in person and to be represented by counsel, to confront the witness whose testimony is to be considered, and to examine the evidence to be considered by the Appeal Board.

The decision of the Appeal Board shall be by secret ballot, and shall be certified to the Recorder within five (5) days from the date the matter is referred to it. The Board may, in its decision, provide that an employee shall receive his pay for the period of time during which he or she is discharged, or any deficiency in pay for the period he or she was transferred to a position of less remuneration but not to exceed a 15 day period. In no case shall the employee be discharged or transferred, where an appeal is taken, except upon a concurrence of at least a majority of the Appeal Board of the municipality.

In the event that the Appeal Board does not uphold the discharge, or transfer, the Recorder shall certify the decision to the employee affected, and also to the Head of the Department from whose order the appeal was taken. The employee shall be paid, commencing with the next working day following certification by the Recorder of the Appeal Board's decision, provided that the employee, or officer concerned, reports for his assigned duties during that next working day.

The decision of the Appeal Board shall be deemed to be final and no other appeals in such case shall be heard.

5.03 EMPLOYEE GRIEVANCE PROCEDURE

POLICY - It shall be the policy of Kaysville City to address grievances of all employees in a prompt, forthright, and professional manner. Within the framework of existing laws and regulations, every effort shall be made to address grievances in a manner mutually satisfactory to employees and management. A grievance may exist when an employee is dissatisfied with some condition or aspect of employment over which he or she has no control but desires remedial action and is desirous of filing an appeal for relief of that condition. Employees who have grievances created by work situations shall have the right to submit such grievances for orderly disposition according to the procedures developed in this section.

PURPOSE AND OBJECTIVE - The purpose of this section is to establish a grievance procedure which will provide all Kaysville City employees with a clearly defined and easily understood communications system through which employees may present complaints or grievances to their supervisor(s). The objective of these procedures is to provide employees and management with a system of grievance resolution which is free from discrimination, coercion, intimidation, restraint, or reprisal, and which will also enable employees to receive fair and equitable treatment and adjustments to those grievances which they may have.

DEFINITIONS:

GRIEVANCE - A grievance is a dispute regarding the interpretation or application of any rule, regulation, policy, or procedure which exists under the personnel administration system of Kaysville City Corporation, filed by a City employee alleging a violation of the terms, provisions, and/or conditions of his or her employment, except for involuntary financially remunerative matters.

NON-GRIEVANCE - A non-grievance is any matter of action taken by the City or any of its representatives for which relief is provided under the statutes of the State of Utah, or any matter specifically excluded from this set of procedures by provisions included herein, such as wages, and salaries, or any policy decision made by the City Council and/or City Manager.

EMPLOYEES - An employee in the grievance process is any person in the classified service in full-time regular or part-time regular, or full-time fire employees status.

MANAGEMENT - Management includes the City Manager and all department heads.

PROCEDURES

All grievances shall be handled in the following manner:

STEP 1 - The employee with a complaint or grievance shall report in writing and discuss the issue with the immediate supervisor after the affected employee first knew or became aware of the act or condition upon which the grievance is based. The immediate supervisor shall render a decision within five (5) workdays of the date he became aware of the grievance by the employee's report.

STEP 2 - If no mutually agreeable settlement is reached under Step 1, then the grievance shall be filed in writing to the employee's department head by the affected employee, specifying which term(s) or condition(s) of their employment he feels have been violated or might require relief, within five (5) workdays after receiving the decision from his immediate supervisor. The department head shall have five (5) workdays after receiving the written grievance to thoroughly investigate the matter, place his finding in writing, and notify the parties concerned of his decision.

STEP 3 - If no mutually agreeable settlement is reached under Step 2, the employee may petition in writing, within five (5) workdays after receipt of the department head's determination and decision, that the department head's decision be reviewed by the City Manager. The City Manager shall investigate the case, request all pertinent facts, and after review thereof, render a decision within ten (10) workdays after receipt of the written appeal. The decision of the City Manager shall be submitted in writing to all parties.

STEP 4 - If no mutually agreeable settlement is reached under Step 3, the employee or other party may petition in writing, within five (5) workdays after receipt of the City Manager's determination and decision, that the City Manager's decision be reviewed by the City Council. The City Council shall investigate the case, request all pertinent facts, and hold a hearing thereon and after review thereof, render a decision within thirty (30) workdays after receipt of the written appeal. The decision of the City Council shall be submitted in writing to all parties concerned and shall be final and binding on all parties to the grievance.

RESPONSIBILITIES

EMPLOYEE - The employee having the grievance shall be responsible to carry on the grievance process as far as she or he deems necessary to reach a satisfactory solution.

MANAGEMENT - Management shall ensure that all supervisory personnel respond affirmatively to this directive and process any grievance which they may receive appropriately.

SECTION 6

MISCELLANEOUS

6.01 ANTI-NEPOTISM

It shall be the policy of Kaysville City to comply with the Anti-Nepotism clause as stated in the Utah State Code.

No appointing authority may appoint or vote for the appointment of his or her father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, to any positions within the same department.

Appointing authority is defined as the person(s) who make the selection or give consent to the selection.

6.02 GARNISHMENTS

The City is opposed to employees receiving garnishments. Department heads should discuss the matter with such employees and arrange for improvement of the situation. More than one garnishment may justify the City in taking disciplinary action.

6.03 POLITICAL ACTIVITY

No employee in the service of the City shall hold a City political office. No City employee or official shall solicit verbally, or by a letter, or be in any other manner concerned in obtaining any assessments, contributions, or services for any political party from an employee employed by the City.

Nothing herein contained shall be construed to restrict the right of the employee to hold membership in, and support a political party and candidates, to maintain political neutrality, or to attend political meetings after working hours.

6.04 OUTSIDE EMPLOYMENT

No employee may engage in additional employment which in any manner interferes with the proper and effective performance of official duties or which results in a conflict of interest. It is necessary that an employee give priority to his or her job with Kaysville City.

Employees of Kaysville City are permitted to engage in secondary or outside employment as long as said employment does not result in a direct conflict of interest or otherwise negatively impact his or her work for Kaysville City. Employees interested in outside employment should submit a letter to their department head, in writing, detailing the nature of the employment and how this secondary work will not interfere with city employment or result in a conflict of interest.

There are several factors which determine if there is a conflict of interest. Any one of these factors by itself may constitute a conflict.

1. Being engaged in work for an outside employer during the same hours one is scheduled to be working for the City.
2. Disclosing information acquired by reason of City position for personal or another's private gain or benefit.
3. Using, or attempting to use, City position to secure special privileges or exemptions for self or others.
4. Accepting employment which would impair independence of judgment in the performance of public duties in a City position.
5. Engaging in a business venture or organization which is conducting business with the City.
6. Utilizing the City's resources and/or materials for purposes other than those required in the position held with the City.

7. Finding oneself incapable of performing at full capacity in the City position because of fatigue, anxiety, or other impairment caused by outside employment.

6.05 CONFLICTS OF INTEREST

No officer or employee shall use his or her position for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

6.06 ETHICS

All officers and employees of the City must comply with the "Utah Public Officers and Employees Ethics Act." Employees are also expected to comply with any codes of ethics applicable to their professions.

6.07 USE OF CITY PROPERTY

Except as may be provided within this or other valid policies, no employee shall use, consume or employ City supplies, equipment, property or personnel for any personal gain or benefit. Employees of the City shall use supplies, equipment, property and personnel to transact or perform the business of the City exclusively and for no other purpose. All employees are expected to exercise reasonable care to protect and safeguard City supplies, equipment or property from abuse, damage or loss.

Any employee who uses or allows others to use City supplies, equipment, property or personnel in ways that are not permitted may be subject to disciplinary action, up to and including termination. If the employee violates any Federal, State or local law, the City may also initiate judicial proceedings against the employee.

This policy is intended to allow employees the occasional, infrequent benefit of using city equipment without causing expense to the City in lost time or cost of supplies and maintenance. It is not intended for ongoing personal projects, large projects, or any income producing projects.

Permitted Use

City equipment may be used for limited personal matters as described below as long as it is not for any income producing activity and the employee pays for any supplies and/or direct user costs associated with the use of the equipment. Permitted personal use shall be on an occasional and infrequent basis and not for any large or lengthy projects.

Permitted personal use shall be by an employee of the City only. Friends, relatives, or other persons shall not be allowed to use or operate the equipment or observe the use of equipment. No equipment will be removed from the City premises for a use inconsistent with this policy. Laptop computers should not be removed from City premises unless authorized by the department director for City business. A laptop computer may be used for limited personal matters consistent with this policy only in locations where the computer is taken for official City use. For example, if an employee is required to take a laptop computer home or while traveling for City purposes, that employee may use that laptop for personal use consistent with this policy at home or while traveling.

Permitted personal use shall be during non-working time. Personal use shall only occur Monday through Friday and no later than 8:00 PM. No personal use of city equipment shall occur on Saturday or Sunday.

Limited Liability

Personal use of City equipment shall be solely at the employee's risk. Employees desiring to use City equipment

must agree to indemnify, release, and hold the City harmless by signing and submitting the appropriate form contained herein prior to using the equipment. The City offers this opportunity to employees and may change, prohibit, and eliminate this benefit at any time without any notice. Permitted personal use shall be approved by the department head responsible for the equipment and City Manager. Employees who use the equipment without completing the appropriate form and obtaining prior authorization may be subject to termination or other discipline.

6.08 SMOKING

In order to maintain a safe and comfortable working environment and to ensure compliance with the Utah Indoor Clear Air Act, smoking in City offices and facilities is strictly regulated. You should familiarize yourself with those areas throughout the City premises where smoking, including electronic cigarettes is either permitted or prohibited. For your convenience, these areas have been marked clearly. Because the City may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees smoking in any non-smoking area may be subject to disciplinary action.

Please contact the City Manager or his designee if you have any questions regarding smoking policy. Complaints regarding violations of this policy may be filed under the City's grievance procedure.

The City discourages its employees from smoking as this is regarded as a poor health habit. Smoking is permitted, however, during breaks and lunch period in authorized areas only.

6.09 TELEPHONES & CELL PHONES

Much of the City's business is conducted over the telephone and should be used for business. If personal calls are necessary, they should be brief so as not to interfere with business. Casual "chatty" conversation during business hours is inappropriate. Personal long-distance calls shall not be charged to City telephones without prior approval and reimbursement by the user.

Only those employees authorized by their department head and/or the City Manager are authorized to have a City-issued cell phone. The level of monthly service for such City-issued cell phone shall be commensurate with the amount of City business conducted and needed by the employee. If the employee would like additional features or minutes for personal use, they may purchase them at a rate set to cover the additional cost incurred. Employees may upgrade their phone once a year (unless broken or deemed unworkable). At the time of upgrade the employee has the option to upgrade their phone from the department issued standard cell phone at an additional cost. If the employee pays the additional cost to upgrade the phone, the phone becomes property of the employee upon disconnection from the City plan.

The primary purpose of all City-issued cell phones shall be to facilitate City business. The City will allow limited personal use of the City-issued cell phones, though personal use of City cell phones shall not be excessive and shall not interfere with the performance of job duties. The City reserves the right to monitor the billing and use of all City-issued cell phones. By accepting the use of a City-issued cell phone, the employee also understands that excessive use of the cell phone that hinders job performance may result in disciplinary action. Cellular transmissions can be overheard by others. Discretion should be used in discussing confidential information on a cell phone. Employees, who are authorized to use a City-issued cell phone shall agree to be readily available to take calls, respond to e-mails and text messages during working hours. Employees, who are authorized to use their personal phone for work purposes shall use best judgment when taking calls, responding to e-mails, and text messages outside of his or her working hours to ensure that he or she is not working unreasonable or unapproved overtime. Employees are responsible for taking reasonable precautions to prevent theft and/or vandalism of cellular equipment. An employee who violates the conditions of these policies relating to cell phones and use will be subject to having the use of his or her City-issued cell phone terminated.

In addition, employees may be subject to disciplinary action, up to and including termination, for any violation of these policies.

6.10 CREDIT CARD USE

Certain city employees including Department Heads are issued a credit or purchase card. Use of these cards should be minimized as much as possible. A receipt should accompany all card purchases. Department Heads may allow support staff to use the card assigned to them in order to meet the needs of the department on a case by case basis. The card holder is responsible for all purchases made on the card and should code all expenses to appropriate budget expense category. Credit card use is subject to all existing procurement and purchasing policies. Because of the added risk of fraud and theft, extra care should be exercised in the use of all credit and purchase cards issued to employees for City authorized expenditures.

6.11 VEHICLE USE

PURPOSE AND OBJECTIVE - The purpose of this policy is to define and describe the conditions related to the use of City vehicles, or the use of personal vehicles in the conduct of City business by City employees. The objectives are as follows:

- a) Ensure the safety and well-being of City employees and other persons sharing the roadways with City vehicles or personal vehicles operated by City employees in the conduct of City business.
- b) Facilitate the efficient and effective usage of City resources.
- c) Minimize liability to the City.
- d) Establish standard requirements and procedures for all City Departments and employees who drive a City owned or personally owned vehicle in the course of City business.

SCOPE AND APPLICATION - The Vehicle Use Policy applies to all City employees to whom the City grants the privilege of operating a City owned, leased, or rented vehicle and to all employees engaged in the operation of a personally owned vehicle in the conduct of City business. Administration and application of these provisions is the responsibility of each Department Head. Each Department Head shall designate a Department Fleet Manager to implement and apply these provisions under the direction of the Department Head. The Department Head may elect to perform the duties of Fleet Manager for that Department.

GENERAL VEHICLE USE - The City reserves the right to deny any employee the use of a City vehicle or the right to use a personally owned vehicle in the conduct of City business for failure to adhere to the Vehicle Use Policy and may upon notification in writing to the employee, elect to not indemnify an employee for events arising out of an employee's operation of a City owned vehicle or a personally owned vehicle while engaged in the conduct of City business. An employee who does not adhere to the City's Vehicle Use Policy may be subject to appropriate disciplinary action up to and including termination.

In order to be authorized to operate a City vehicle or to operate a personal vehicle in the conduct of City business, an operator must be an employee of Kaysville City and must possess a valid Utah Driver's License. This license must be issued in the appropriate license classification. Non city employees are able to ride in city owned vehicles when prudent to carry out city business but should never operate city owned vehicles.

The employee must sign the Kaysville City Driver's License and Driving History Information authorization form and be deemed as insurable based on the standards outlined in the Kaysville City Motor Vehicle Record and Insurability Standards.

In the event an employee's driver's license is suspended, limited in any manner, or revoked for any reason, the employee shall promptly notify in writing the employee's Department Head with written notice within one working day after the employee learns of the action related to his driver's license. A copy of the notice shall be forwarded by the Department Head with a record of action taken by the Department Head to the City Manager and Human Resource Director. The employee shall not operate any City vehicle or personal vehicle while engaged in the conduct of City business during the term of the stipulated suspension, any penalty, restriction, limitation, or other disciplinary action imposed. It is the responsibility of a City employee to report all citations issued by any police agency to the employee related to the employee's operation of a City owned vehicle or a personal vehicle while engaged in the conduct of City business. Failure to comply with this provision of this Vehicle Use Policy provision shall subject an employee to disciplinary action up to and including termination from employment.

The driver and all occupants must wear seat belts at all times when operating any City vehicles or while operating a personal vehicle while engaged in the conduct of City business. The driver must obey all traffic laws at all times. Drivers of City vehicles must follow all motor vehicle laws, rules of the road, and operate the vehicle in a safe and courteous manner.

The use of alcohol, illegal drugs, or any legal drugs or substances that may impair or might reasonably be expected to impair in any way the operator of a City vehicle or a personal vehicle while engaged in the conduct of City Business is prohibited.

Smoking is prohibited in City vehicles.

Upon approval to operate a City owned vehicle or to operate a personal vehicle in the conduct of City business an employee is deemed to have been given notice that the employee has read and understands he/she is responsible under the provisions of this paragraph. Payment of any fines or legal costs associated with vehicular infractions incurred while operating a City vehicle shall be the sole responsibility of the driver unless deemed by the City Manager that the associated fine was due to no fault of the operator; for example, a vehicle safety infraction.

In the event of a motor vehicle accident involving a City owned vehicle or personal vehicle engaged in the conduct of City business, it is the driver's responsibility to immediately seek the assistance of ambulance or EMT services if there are injuries resulting from the accident, notify police, their immediate supervisor, and ensure that an Accident Report is completed at the scene. The driver's immediate supervisor is to notify the City Manager and Finance Director immediately. If a motor vehicle accident results in any one or more of the following, the driver shall submit to a drug test at the earliest possible time after the accident at a facility determined by the City Administration:

- i. Injury to any person:
- ii. Issuance of a moving violation to the driver who is employed by the City:
- iii. The driver is taking any medications; and
- iv. There is any other reason the employee's supervisor deems it advisable to have a drug test performed to secure the invested interest of the City.

DESIGNATED EMPLOYEE USE -

a) Fleet Use:

City vehicles are assigned by the Department for the daily use to perform work related activities. The vehicle is limited to official City business. Reasonable stops may be made while en route of City operations or during break or lunch periods. The vehicle is garaged at a City facility.

b) On-call Emergency Use:

City vehicles may be assigned by the Department for overnight use to an employee for work related activities on an on-call basis. Incidental personal use of City Vehicles is permissible. Vehicles may be garaged overnight at the employee's residence when the employee is officially on-call only.

c) Assigned Vehicle (Non-Public Safety):

City vehicles may be assigned by their Departments to employees to allow them to respond to work related activities as required and as determined by the Department, and vehicle use by Department Heads as determined by the City Manager. Non-City employees are prohibited from riding in or operating any City-owned vehicles unless authorized by the Department Head and only in limited circumstances. Incidental use while traveling to and from work is permissible. Vehicles may be garaged overnight at the employee's residence.

d) Assigned Vehicle (Public Safety):

City vehicles are assigned to each officer to allow him/her to respond to public safety related activities as required. These employees have 24-hour use of their assigned vehicles and may be used for personal use. Any non-public safety passengers prior to the officer responding to an emergency response situation must be discharged from the vehicle in a safe location prior to responding to a situation. Non-public safety passengers may ride in public safety vehicles when authorized by the Department. Vehicles may be garaged overnight at the employee's residence.

All City vehicles must be garaged no more than twenty-five miles from the City.

MAINTENANCE AND CARE OF VEHICLES - Each employee using a City owned vehicle shall inspect the vehicle each day prior to usage for damage, inoperable lights, safe tires and any other condition that may be a safety hazard. Any issues discovered as a result of such inspection shall be reported to a supervisor.

All City vehicles shall be locked when not in use or when unattended.

Proper use, care and cleanliness of the City vehicle is the responsibility of the employee assigned to or utilizing the vehicle.

Each employee assigned a City owned vehicle is responsible for scheduling or returning the vehicle for routine or scheduled maintenance or repairs.

IDENTIFICATION OF CITY VEHICLES - Each vehicle unless otherwise exempt (Utah Code 41-1-a-407) shall have a license plate displaying the letters "EX" on every vehicle owned, operated or leased by the City.

Each city owned vehicle shall display a visible identification logo, eleven inches or larger in diameter designating the vehicle as the property of the City and placed in a conspicuous place on both sides of the vehicle.

Safety is critical to our operations, therefore all employees or volunteers operating Kaysville City owned vehicles or who operate any vehicle while conducting business for or on behalf of Kaysville City must be qualified as an "Acceptable" driver per this Driver Qualification Policy prior to operating said vehicles on any public roadway.

A Commercial Driver's License is required for operators of commercial motor vehicles. This license is required pursuant to the Commercial Motor Vehicle Safety Act.

Drivers, or potential drivers' MVR (Motor Vehicle Record) will be screened pre-hire and monitored thereafter.

Drivers will be qualified as "Acceptable," "Borderline" or "Unacceptable." Drivers whose qualification is "Borderline" will require approval from their Department Head before operating a vehicle on public roadways while conducting, or traveling for Kaysville City business. Drivers with a "Borderline" qualification who are authorized by management to drive may do so on a probationary basis. Drivers with an "Unacceptable" qualification will not be allowed to operate Kaysville City owned vehicles or any vehicle while conducting, or traveling for Kaysville City business. An "Unacceptable" qualification will remain in place for 1 year or until alternative measures are taken to mitigate the violation(s) that result in a negative qualification status.

All drivers must possess a valid Driver License with endorsements appropriate for the vehicles to be operated. The driver qualification evaluation will be based on the driver's MVR and other work related motor vehicle incidents, whether or not the incident is reported to the DLD (Driver License Division) and recorded on the driver's MVR. All violations or incidents recorded on the MVR, whether they occurred on the job or not, are included in the driver qualification evaluation.

"Acceptable", "Borderline" and "Unacceptable" qualification will be determined using the following criteria:

Moving Violations	At-Fault Accidents			
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>
<u>0</u>	Acceptable	Acceptable	Borderline	Unacceptable
<u>1</u>	Acceptable	Acceptable	Borderline	Unacceptable
<u>2</u>	Borderline	Borderline	Unacceptable	Unacceptable
<u>3</u>	Unacceptable	Unacceptable	Unacceptable	Unacceptable
<u>4</u>	Unacceptable	Unacceptable	Unacceptable	Unacceptable

Any single major violation may result in an "Unacceptable" qualification as determined by the City Manager. Major violations include the following or an equivalent:

- Driving under the influence of alcohol/drugs
- Failure to stop/report an accident
- Reckless driving/speeding contest
- Driving while impaired
- Making a false accident report
- Vehicular homicide, manslaughter or assault
- Driving while license is suspended/revoked
- Careless driving
- Attempting to elude a police officer

6.12 ELECTRONIC INFORMATION RESOURCES

Electronic information resources including telephones, cellular phones, printers, voice mail, E-mail, the Internet and other network files or accounts are available to employees of Kaysville City. These services are available to promote efficiency in the workplace.

The use of electronic information is a privilege, not a right. Inappropriate use of these resources may result in disciplinary action (including the possibility of termination), and/or referral to legal authorities. The supervisor or system administrator may limit, suspend or revoke network access.

The network and electronic information must be in support of the purposes of Kaysville City. Personal use of these resources during work hours should be brief and of an incidental nature. The use should not interfere with City work responsibilities. Personal Use of City owned computer systems is permitted only when such use is during employee's personal time and does not conflict with regular City responsibilities or business. Additional computer programs not essential for city business are not allowed to be added to equipment owned by Kaysville City.

Transmission or receipt of any inappropriate material, or material in violation of law or City policy is prohibited. This includes but is not limited to: copyrighted material; material protected by trade secrets; the design or detailed information pertaining to explosive devices, criminal activities or terrorist acts; sexism or sexual harassment; pornography; gambling; illegal solicitation, racism; inappropriate language; use of product advertisement or political lobbying. Illegal or inappropriate activities, or activities of any kind that do not conform to rules, regulations and policies of Kaysville City are prohibited.

It is advised not to reveal personal information, such as home address, phone numbers, passwords, credit card numbers, or social security number. This also applies to others' personal information or that of organizations.

Each user is expected to abide by the generally accepted rules of user etiquette. These rules include, but are not limited to the following:

- Be polite. Never send or encourage others to send abusive messages. Use appropriate language. You may be alone on a computer, but what you write, send or receive can be viewed globally. E-mail is not guaranteed to be private. Everyone on the system has potential access to E-mail. As employees of a governmental organization, anything you write or send can be requested to be viewed by any member of the public. Do not write or send anything you would not want displayed for all to see.
- Do not use the network in any way that would disrupt network use by others. Use electronic mail appropriately, no sales, advertisement, solicitations, etc.
- Vandalism is not allowed. Vandalism is defined as any malicious attempt to harm or destroy property of the user, another user or of any other agencies or networks that are connected to the network, or the Internet system. Vandalism also includes, but is not limited to abusive overloading of data on the server or the uploading, downloading or creation of computer viruses.

Security on any computer system is a high priority because there are multiple users. Do not use another individual's account nor log on to the system as the system administrator. If you identify a security problem, notify your supervisor or system administrator immediately.

Kaysville City makes no warranties of any kind whether expressed or implied, for the service it is providing. Kaysville City will not be responsible for any damages you suffer while on this system. These damages may include but are not limited to: loss of data as a result of delays, non-deliveries, mis-deliveries, or service interruptions caused by the system or your errors or omissions. Use of any information obtained via the information system is at your own risk. Kaysville City denies any responsibility of the accuracy of information obtained through electronic information resources.

Passwords are an important aspect of computer security. They are the front line of protection for user accounts. A

poorly chosen password may result in the compromise of Kaysville City's entire corporate network. As such, all Kaysville City employees are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords by doing the following:

- All system-level passwords (e.g., root, enable, NT admin, application administration accounts, etc.) must be changed on at least yearly, or when the network administrator changes, or at times network administrator deems necessary.
- All production system-level passwords must be part of the network administered global password management database in KeePass or other approved application.
- All user-level passwords (e.g., email, web, desktop computer, etc.) must be changed at least every 90 days at the discretion of the network administrator.
- Users cannot use the same or similar password as the past 24 passwords.
- Passwords must not be inserted into email messages or other forms of electronic communication.
- All user-level and system-level passwords must conform to the guidelines described below.

Do not use the same password for Kaysville City accounts as for other non-Kaysville City access (e.g., personal ISP account, option trading, benefits, etc.). Where possible, don't use the same password for various Kaysville City access needs. Do not share Kaysville City passwords with anyone, including administrative assistants or secretaries. All passwords are to be treated as sensitive, Confidential Kaysville City information.

Don't reveal a password over the phone, in an email, or to anyone. If someone demands a password, refer them to this document or have them call the network administrator.

If an account or password is suspected to have been compromised, report the incident to the network administrator and change all passwords.

Password cracking or guessing may be performed on a periodic or random basis by the administration or its delegates.

If a password is guessed or cracked during one of these scans, or found out by other means the user will be required to change it.

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

6.13 SOCIAL NETWORKING

Employee's participating on internet social networking sites (Facebook, Twitter, etc.) must use appropriate discretion to not discredit or disparage the City or themselves as employees of the City. In order to achieve and maintain the public's highest level of respect, employees are expected to follow the standards of conduct below.

- (a) Except in the performance of an authorized duty, any use of department equipment to access social networking sites, blogs or bulletin boards while on duty is prohibited except under limited circumstances at the discretion of the City Manager. If an employee is authorized to access social networking sites while on duty the employee must refrain from excessive use. For the purposes of this section, "excessive" means accessing a site(s) to the point that it interferes with the City's operations or the employee's ability to properly perform his or her duties, as determined by his/her Supervisor, Department Head or the City Manager.

- (b) Employees shall not post, transmit, and/or disseminate information (texts, pictures, video, audio, etc.) to the internet or any other forum that would tend to discredit, disparage or reflect unfavorably upon the City or its employees. Any inappropriate or unsatisfactory occurrences observed should be addressed with the employee's immediate supervisor.
- (c) Personal Social Networking Account Posts. Employees are prohibited from posting, transmitting and/or disseminating any photographs, video or audio recordings, likenesses or images of department logos, emblems, uniforms, badges, patches, marked vehicles, equipment or other material that specifically identifies Kaysville City or any department without the express written permission of their department head.
- (d) City Sponsored Social Networking Account Posts. Only authorized employees within the scope of assigned job duties shall post on City sponsored websites representing the City.
- (e) Upon request from their department head, employees are to remove any content that is in violation of this policy in a reasonable and prompt manner.

Violations of this policy may subject an employee to disciplinary action, up to and including termination. Content posted to the internet has the potential to be shared broadly, including individuals with whom you did not intend to communicate. Employees are strongly discouraged from posting information regarding off duty activity that may bring their reputation into question. Nothing in this policy is intended to prohibit or infringe upon any employees communication, speech or expression that has been clearly established as protected or privileged.

6.14 PERSONAL APPEARANCE

Impressions gained by the public visiting the office or dealing with City employees at any location are very important to the City as a public entity. Consequently, employees are expected to take pride in their appearance grooming (including facial hair) and to dress in a neat and clean manner. Employees in departments that have specific uniform standards shall follow the uniform guidelines set by that department.

- (a) Appropriate Dress. Traditional business attire; dress or casual slacks or leggings, i.e. khakis, capri pants, casual dress-length dresses or dress-length skirts, or maxi-length skirts or dresses; shirts or blouses; open collared shirts or sweaters, i.e., golf shirts or polo shirts; blazers, sport coats, vests or cardigans. Jeans or denim pants, shorts, hats and tennis shoes may be worn if they are appropriate for the position
- (b) Inappropriate Dress. halter or spaghetti strap tank top (unless covered by a jacket); tube top; revealing or low-cut clothing or clothing showing bare midriffs; miniskirts; and low hanging pants;
- (c) Body piercing other than earrings should not be visible.
- (d) Visible tattoos are discouraged, but will be allowed if they are not violent, offensive or pornographic.

On Fridays or any other designated day, the City may allow employees to dress in a more casual fashion than is normally required and jeans or denim pants in good condition and tennis shoes may be worn. Jeans must not have holes or be frayed. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped, disheveled or similarly inappropriate clothing.

Any employee who does not meet the standards of this policy will be required to take corrective action. The

employee's supervisor and/or department head is responsible for providing individual feedback to employees who do not meet the City's standards of dress. Violation of this policy may result in disciplinary action up to and including termination.

6.15 SEXUAL ABUSE AND MISCONDUCT PREVENTION

Kaysville City Corporation (City) prohibits and does not tolerate sexual abuse or misconduct in the workplace or during any city-related activity. The City provides procedures for employees, volunteers, elected officials, appointed officials or any other victims of sexual abuse to report such acts. Those reasonably suspected or believed to have committed sexual abuse or misconduct will be appropriately disciplined, up to and including termination of employment, as well as criminal prosecution. No employee, volunteer, elected official, appointed official or other person, regardless of his or her title or position has the authority to commit or allow sexual abuse or misconduct.

Definitions and Examples

The following definitions or examples of sexual abuse, misconduct or harassment, may apply to any and/or all of the following persons – employees, volunteers, officials or other third-parties.

Sexual abuse or misconduct may include, but is not limited to:

- Child sexual abuse – any sexual activity, involvement or attempt of sexual contact with a person who is a minor (under 18 years old) where consent is not or cannot be given.
- Sexual activity with another who is legally incompetent or otherwise unable to give consent.
- Physical assaults or violence, such as rape, sexual battery, abuse, molestation or any attempt to commit such acts.
- Unwanted and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, brushing, massaging someone's neck or shoulders and/or pulling against another's body or clothes.
- Material such as pornographic or sexually explicit images, posters, calendars or objects.
- Unwelcome and inappropriate sexual activities, advances, comments, innuendoes, bullying, jokes, gestures, electronic communications or messages (e.g. email, text, social media, voicemail, etc.), exploitation, exposure, leering, stalking or invasion of sexual privacy.
- A sexually hostile environment characterized as comments or conduct that unreasonably interferes with one's work performance or ability to do the job or creates an intimidating, hostile or offensive environment.
- Direct or implied threats that submission to sexual advances will be a condition of employment or affiliation with the organization.

Reporting Procedure

Immediately report suspected sexual abuse or misconduct to any of the following individuals:

- City Finance Director
- City Manager
- City Attorney
- Mayor

It is not required to directly confront the person who is the source of the report, question or complaint before notifying any of the individuals listed. The City will take every reasonable measure to ensure that those named in any complaint of misconduct, or are too closely associated with those involved in the complaint, will not be part of the investigative team.

Anti-Retaliation and False Allegations

The City prohibits retaliation made against any employee, volunteer, board member or other person who lodges a good faith complaint of sexual abuse or misconduct or who participates in any related investigation. Making knowingly false or malicious accusations of sexual abuse or misconduct can have serious consequences for those who are wrongly accused. The City prohibits making false or malicious sexual misconduct allegations, as well as deliberately providing false information during an investigation. Anyone who violates this rule is subject to disciplinary action, up to and including termination of employment or membership and criminal prosecution.

Investigation and Follow-up

The City will take all allegations of sexual abuse or misconduct seriously and will promptly, thoroughly and equitably investigate whether misconduct has taken place. The City may utilize an outside third-party to conduct an investigation of misconduct. The City will cooperate fully any investigation conducted by law enforcement or other regulatory/protective services agencies. The City will make every reasonable effort to keep the matters involved in the allegations as confidential as possible while still allowing for a prompt and thorough investigation.

Reporting to Law Enforcement or Appropriate Child or Adult Protective Services

The City is committed to following the state and federal legal requirements for reporting allegations or incidents of sexual abuse or misconduct to appropriate law enforcement and child or adult protective services organizations. It is the policy of the City not to attempt to investigate or assess the validity or credibility of an allegation of sexual or physical abuse as a condition before reporting the allegation to the property law enforcement authorities or protective services organizations.

Employee and Worker Screening and Selection

As part of its sexual abuse and misconduct prevention program, the City is committed to maintaining the diligent screening program for prospective and existing employees, volunteers, elected officials, appointed officials and others that may have interaction with those employed by, associating with or serviced by the City. The City may utilize a variety of methods of screening and selection, including but not limited to applications, personal interviews, criminal background checks and personal and professional references.

Supervision of Youth

To provide a safe environment for minors, the City strives that a minimum of two adult workers supervise or be in attendance with minors during organization-related activities. The purpose is to avoid one-on-one interactions between adults and minors that are not easily observable by others. No out of program contact is permitted between

representatives of the city and minors, all contact shall be for official purposes and functions only. This includes rides to/from activities, one-on-one mentorship, etc.

6.16 Employee Fitness Room

The Fitness Room located in the Police Station provides employees with a convenient opportunity to exercise, which provides health benefits for the employees who participate and in turn provides the City with healthier, more fit, employees.

Regular Full-time, regular part-time and paid-on-call employees, age 18 and older, and elected officials are eligible to use the fitness room upon signing a Medical Waiver and Risk Acceptance Form.

The City may institute a user fee, subject to approval by the City Manager.

Medical Waiver and Risk Acceptance Forms

The City provides the room and has financed the equipment, but is not responsible for supervised training or assistance to users in the use of the equipment. It is each user's responsibility to ensure they are medically fit to use the equipment. Consequently, the City shall require each user to sign a medical waiver and risk acceptance form. By signing this form, the user understands they are accepting full responsibility and assumption of risk for their decision to use the equipment and that they accept full risk for any injury that may occur while they are using the equipment.

Hours of Operation and Use of Own Time

The hours of operation of the Fitness Room shall be 24 hours a day, seven days a week. Employees shall not use the room during the time they are being compensated by the City. This rule shall not apply to employees of the Police Department or Fire Department so long as the exercise period is authorized by the employees Chief.

Unauthorized Use of Room

Only properly enrolled users are authorized to use the room. Any other use is unauthorized and shall subject an offending employee to disciplinary action, which may include termination. Any employee who allows unauthorized use of the facility shall also be subject to disciplinary action, which may include termination. Such actions may also subject the employee to criminal prosecution for theft of services.

Orientation

It shall be the responsibility of each user to read the instructions for each piece of equipment before use.

Use of the Equipment

Each user must use the equipment in the proper way and never abuse or misuse it. Each user must clean up after themselves and leave the facility in as good or better condition than when they came in. Food and beverages, other than water, are not permitted in the Fitness Room.

Dress

Dress guidelines are defined to promote an appropriate image, while promoting confidence, comfort, and ease while using the fitness equipment. The City's Sexual Harassment Policy does apply at the Kaysville City Fitness Room.

Guidelines:

- Avoid the use of clothing or accessories that might mar or damage the equipment or facilities;
- Attire shall be clean;
- Clothing and attire should be in good taste, in keeping with the public nature of the gym.

Examples of unacceptable clothing include, but are not limited to:

- Ripped, frayed, or torn clothing;
- Excessively short or revealing clothing;
- Exposed midriff/tops;
- Clothing that no longer fits.

Violations

Violation of this policy may subject an employee to disciplinary action, up to and including termination. Violations by an employee's spouse or guest may result in discontinuation of that person's use of the facility.

6.17 Vehicle Allowance

Some City employees are required or expected to travel on City business using their personal automobile. It is not always practical or cost effective to provide employees with a City vehicle. Select employees receiving a vehicle allowance as part of a compensation package for an employee's position may receive a monthly flat rate and shall use their private vehicle for City business.

AUTHORIZATION AND RESPONSIBILITY

The City Manager or designee shall periodically review this program to determine the equity of the compensation levels to which employees are assigned. The Finance Department is responsible for recommending changes in compensation levels for employees covered by this policy, for reviewing reimbursement forms for accuracy and proper account code information and for monitoring employee compliance with policy requirements. All participating employees are responsible for complying with the requirements of this policy as a condition of participation.

DEFINITIONS

City Business – Any act by an employee which is required in order to perform his/her assigned duties or any act which is within the employee's course and scope of employment. Commute to and from home is not considered City business.

Employee – (a) full-time, benefitted employee of Kaysville City.

Good Driving Record – (a) not being convicted of more than two moving violations in any twelve month period or (b) not being convicted of a reckless driving or DUI violation.

POLICY PROCEDURES

Employees participating in this program shall comply with the following requirements in order to be eligible to receive program benefits:

1. Employees shall possess a valid Utah Driver's License and maintain a good driving record. The revocation or suspension of that license may result in the employee no longer being eligible for participation in the program. If an employee's driver's license is suspended or revoked at any time, the employee shall immediately notify his/her supervisor and shall not operate personal vehicles on City business. Proof of a valid driver's license and insurance may be requested by the City at any time.
2. Any employee operating a private vehicle on City business may be subject to disciplinary action, up to and including termination, for negligent, unlawful or other wrongful driving.
3. An employee that accepts a vehicle allowance also accepts financial responsibility for damage to his/her personal vehicle even if the damage is incurred while using the vehicle for City business. The vehicle allowance is intended to be sufficient to cover the cost of adequate collision and comprehensive insurance. Any employee receiving a vehicle allowance shall be required to furnish proof of insurance to the City. A photocopy of the insurance coverage summary page shall be provided to the City Manager or designee. Should the status of any policy change, current insurance information shall be provided to the City Manager or designee immediately. The employee is further encouraged to disclose the business use of their vehicle(s) to their insurance agent.
4. The employee shall maintain collision and comprehensive insurance on the vehicle that at least meets the following requirements:
 - a. Personal Bodily Injury: \$100,000 per person
 - b. Personal Injury Protection: \$3,000 per occurrence
 - c. Property Damage: \$50,000 per occurrence; and
 - d. Aggregate Liability: \$250,000 per occurrence

The employee's insurance coverage shall be primary. If, while on City business, the employee incurs liability not covered by the employee's private insurance, the employee will be covered by the City subject to the terms, limits, and conditions under the Utah State Governmental Immunity Act.

5. Damage to vehicles should be repaired on a timely basis.
6. Employees should report any changes in the vehicle(s) that they use for City business to the City Manager or designee.
7. Employees should maintain personal vehicles on their own time.
8. Vehicle allowances are the employee's compensation for costs of insurance, fuel, maintenance and the purchasing of personal vehicles. Those receiving a car allowance from the City shall not use the City's gas card system, supplies or its fleet services to maintain the vehicle.
9. If an employee receives a car allowance and is off work due to illness or accident for over one month, the City has the right to suspend the allowance for the duration of the absence from work.
10. Those who receive vehicle allowances should use their vehicles without reimbursement from the City, to attend meetings, or otherwise conduct City business anywhere within a 50-mile radius of Kaysville City Hall. For travel beyond this area, mileage and appropriate reimbursement may be requested pursuant to the City's travel policy.
11. If requested in advance, employees should keep a daily log of miles traveled on City business in their personal vehicle, and provide the City Manager or designee with a compiled record of this log. The City may periodically audit employees who receive a vehicle allowance.
12. Failure to comply with these policies and procedures may result in the loss of the vehicle allowance, reimbursement of costs to the City, and/or employee disciplinary action.
13. Authorization of a Personal Vehicle Allowance shall be limited to the City Manager and Department heads.

14. Employees receiving a vehicle allowance shall be compensated an amount not to exceed \$450 per Employee based upon anticipated use and scope of responsibility. Vehicle allowance compensation amounts will be reviewed periodically by the Finance Department. The following factors should be considered when determining the appropriate amount for a vehicle allowance:
 - a. The amount of required or expected travel within or outside of the City;
 - b. The frequency of on-call or call back work and evening and weekend City business; and
15. Payment of a vehicle allowance shall be approved by the City Manager or Designee in writing.

SECTION 7

DRUG AND ALCOHOL TESTING

7.01 PURPOSE AND INTENT OF SECTION

The City Council finds that a healthy and productive work force, safe working conditions free from the effects of drugs and alcohol, and maintenance of quality services rendered by the City are important to the City, employees, and the general public. The City Council further finds that the abuse of drugs and alcohol may create a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased financial burden on health and benefit programs, increased workplace theft, decreased employee morale, decreased productivity, and a decline in the quality of services rendered to the public.

Therefore, in balancing the interests of the City, employees, and the welfare of the general public, the City Council finds that fair and equitable testing for drugs and alcohol in the workplace, in accordance with this Section, is in the best interests of the City, its employees and the public.

The cooperation of all employees is required in order for our drug and alcohol policy to be successful, consequently, Kaysville City requires that all employees meet the expectations of these rules:

1. Possession or storage of alcohol or drugs in company vehicles is strictly prohibited. An employee will be considered in possession of drugs or alcohol if any controlled, illegal or improperly used substance is discovered on the employee's person, in the employee's locker, office, tool box, personal, work place equipment, lunch box while on company property, or company vehicle or equipment which is in their custody.
2. Employees are prohibited from being at work, conducting company business, or operating company-provided vehicles or equipment under the influence of drugs or alcohol.
3. Employees shall not use prescription drugs unless medically authorized to do so under a valid prescription from a doctor.

7.02 GENERAL REQUIREMENTS FOR COLLECTION AND TESTING

All sample collection and testing for drugs and alcohol under this Section shall be performed in accordance with the following conditions:

1. The collection of samples shall be performed under reasonable and sanitary conditions;
2. Samples shall be collected and tested with due regard to the privacy of the individual being tested, and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples;
3. Sample collection shall be documented, and the documentation procedures shall include:
 - (a) Labeling of samples so as reasonably to preclude the probability of erroneous identification of test results; and
 - (b) an opportunity for the Employee or prospective employee to provide notification of any information which may be considered relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant medical information.
4. Sample collection and storage shall be performed so as reasonably to preclude the probability of sample mix-up, contamination or adulteration; and
5. Sample testing shall conform to scientifically accept analytical methods and procedures. Testing shall include verification or confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or other comparable reliable analytical method, before the result of any test may be used as a basis for any action.

7.03 DRUGS FOR WHICH TESTS TO BE CONDUCTED

When drug and alcohol screening is required or performed under the provisions of this policy, a urinalysis and/or blood test will be given to detect the presence of one or more or all of the following drugs or drug groups:

The City may test for the following substances: marijuana, cocaine, opiates/opioid, phencyclidine, amphetamines/methamphetamines, barbiturates, benzodiazepines, methadone, propoxyphene, Spice, and buprenorphine.

The City reserves the right to test for additional drugs, add or delete drugs, or to change the cutoff levels at the City's sole discretion and/or based on State, Federal, Including Federal Motor Carrier Safety Regulations and SAMHSA certified laboratory conditions or standards.

7.04 JOB APPLICANT TESTING: GENERAL STANDARD

Applicants for all classes of employment will be required to undergo a drug and alcohol test upon an offer of employment and prior to their final appointment. This includes current Employees who are applying for other City positions.

7.05 CURRENT EMPLOYEE TESTING: GENERAL STANDARD

1. The City may require a current City Employee to undergo drug and alcohol testing if there is Reasonable Suspicion by the immediate supervisor or other management personnel that the Employee is using or under the influence of drugs or alcohol during work hours.
2. Department Heads are required to detail in writing the specific facts, symptoms, or observations which formed the basis for their determination that Reasonable Suspicion existed to warrant the testing of an Employee. This documentation shall be forwarded to the City Manager or designee.
3. This section shall not require Reasonable Suspicion for the testing of current Employees who are applying for other employment positions.

7.06 NOTICE AND CONSENT

1. Before a drug and alcohol test is administered, Employees and job Applicants will be required to sign a consent form authorizing the test and permitting release of test results to City officials. The consent form shall provide space for Employees and Applicants to acknowledge that they have been notified of the City's drug testing policy and to indicate current or recent use of prescription and over-the-counter medication
2. The Employee or job Applicant, in signing the consent form also indicates that he/she has received information regarding:
 - (a) the City Drug and Alcohol Policy and its purpose;
 - (b) the consequences of a confirmed positive test result;
 - (c) the right to explain a confirmed positive test result and the appeal procedures available; and
 - (d) the consequences of refusing to undergo a drug and alcohol test.

All recruitment announcements for any position, including in-house recruitment and promotion within the City, will disclose that a drug and alcohol test is a requirement for hiring.

7.07 PRE-EMPLOYMENT TESTING

1. Before any City hiring authority offers employment to an Applicant, he/she will notify the City of the final or top Applicant for the position. The City Manager or designee will schedule an alcohol and drug screening test for the Applicant.
2. The City Manager or designee or Department representative shall give the Applicant a copy of this policy, a consent form to complete and the date of the test appointment. The consent form must be signed before the Applicant may be tested.

3. After the City Manager or designee has received the test results from the medical testing facility, he/she will inform the hiring Department head of the test results. This disclosure will only be whether the test is positive or negative, and shall be kept confidential by City personnel.
4. The Department head or City Manager or designee will notify the Applicant of the test results.

7.08 RANDOM TESTING

1. The City may impose a system of drug testing imposed without individualized suspicion that a particular individual is using illegal drugs or alcohol.
2. Testing will be a uniform testing of employees occupying a specified department(s) or position or a statistically random sampling of employees based on a neutral criterion.

7.09 REASONABLE SUSPICION TESTING

1. A supervisor may upon Reasonable Suspicion meaning an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is using or under the influence of drugs or alcohol. Circumstances which constitute basis for determining "Reasonable Suspicion" may include but are not limited to a pattern of abnormal or erratic behavior; information provided by a credible source; a work related accident; direct observation of use or presence of typical physical symptoms .
2. After obtaining approval of the Department head or the City Manager or designee, ask any on-duty Employee to submit to an immediate alcohol and drug screening test in accordance with the following guidelines:
 - (a) The Employee's Department head or his/her designee shall advise the City Manager or designee of the determination of Reasonable Suspicion as soon as practicable, but such notification shall not be a prerequisite for testing.
 - (b) The Employee shall be given a "Test Consent Form" to complete and sign immediately after a determination of Reasonable Suspicion.
 - (c) The Employee will be taken immediately by a designated City Employee or official to a City approved testing facility.
 - (d) If the Employee has been taken to an emergency medical facility for medical treatment, the supervisor or Department head should make a reasonable attempt to obtain a Sample at such emergency medical facility for testing in accordance with the prescribed procedures. All employees shall be required as a condition of employment to sign in advance and to be kept of file a consent to the taking of a blood sample in case of an on the job injury rendering them incapable of giving consent.
 - (e) The Employee may be immediately removed from duty and assisted in getting home after the drug and alcohol screening test, if appropriate.

- (f) The Employee may be placed on administrative leave (with pay) until the test results are available and a preliminary administrative review and decision has been conducted and made.
- 2. An alcohol and drug screen test for Reasonable Suspicion may include both urinalysis and/or blood test.
- 3. Results from the alcohol and drug screen test will be given by the testing facility to the City Manager or his/her designee.

7.10 REFUSAL TO CONSENT: EMPLOYEES

An Employee who refuses to consent to a drug and alcohol screen test when Reasonable Suspicion of drug or alcohol use has been determined is subject to disciplinary action up to and including termination of employment. The reason(s) for the refusal shall be considered in determining the appropriate disciplinary action. No disciplinary action shall be taken without first discussing the matter with the Employee.

7.11 CONFIRMATION OF TEST RESULTS

- 1. An Employee or job Applicant whose drug test yields a positive result may be given a second test using a gas chromatography/mass spectrometry (GC/MS) test. The second test shall use a portion of the same test Sample withdrawn from the Employee or Applicant for use in the first test. The second portion shall be identified and kept in accordance with standard procedures of the testing facility.
- 2. If the second test produces a positive result, the Employee or Applicant shall be notified of the results in writing by the appropriate Department head or City Manager or designee. The letter of notification shall identify the particular substance found and its concentration level.
- 3. An Employee or Applicant whose second test produces a positive test result may, at the Employee's or Applicant's own expense, have a third test conducted on the same sample at a different laboratory selected by the City.

7.12 CONSEQUENCES OF A CONFIRMED POSITIVE TEST RESULT

Applicants: Job Applicants may be denied employment with the City if their initial positive test results have been confirmed. Applicants who are current City Employees may be denied employment in the position for which application was made. Applicants shall be appropriately informed if they are rejected on the basis of a confirmed positive test result. Employee applicants shall be referred to the City Manager for appropriate action.

Employees: If an Employee's positive test result has been confirmed, the Employee is subject to disciplinary action up to and including termination of employment in accordance with Section 5 of the Kaysville City Personnel Rules and Regulations. Factors to be considered in determining the appropriate disciplinary response include the Employee's work history, length of employment, current job performance, and the existence of past disciplinary actions. No disciplinary action should be taken against Employees who voluntarily identify themselves as drug users, prior to the time it is apparent their use has been detected and who obtain counseling and rehabilitation and thereafter refrain from violating the City's policy on drug and alcohol use. However, this provision shall not restrict the City from taking disciplinary action arising from other violations of City conduct rules and standards or making job reassignments and/or suspensions to reduce the risks of accident or injury that may result from the use of alcohol or drugs.

7.13 EMPLOYEES/APPLICANT RIGHTS

1. An applicant will be provided an opportunity to meet with the City Manager or Department head to comment and provide information regarding the results of any positive test and seek a second confirmation test as provided herein.
2. If an Employee's Positive Test result has been confirmed, disciplinary action may be taken by the City and the Employee shall be informed of such disciplinary action in writing. Thereafter, the Employee may request a hearing in which he or she may appeal the application of disciplinary action against him or her. If the disciplinary action involves discharge or termination of employment or transfer from one position to another, the appeal shall be conducted in accordance with the provisions of 5.03 of the Kaysville City Personnel Rules and Regulations. All appeals not involving discharge, termination or transfer shall be conducted in accordance with section 5.02 of the Kaysville City Personnel Rules and Regulations.
3. No disciplinary action may be taken against an Employee based on a confirmed Positive Test result unless the City Manager finds by a preponderance of the evidence that:
 - (a) The Employee's supervisor or Department head had Reasonable Suspicion to believe that the Employee was using and/or under the influence of drugs and/or alcohol while on the job; and
 - (b) The Employee's drug test results are accurate.
4. Within five (5) days following the close of the hearing, the City Manager shall issue a written Decision and Findings of Facts supporting that Decision.
5. Appeal: An Employee denied promotion or disciplined as a result of a Positive Test result may appeal the action in accordance with Section 5.02 of the Kaysville City Personnel Rules and Regulations.

7.14 DISCIPLINARY OR REHABILITATIVE ACTIONS

Upon receipt of a verified or confirmed Positive Test result which indicates a first known violation of the City's written policy, or upon the refusal of an Employee or Applicant to provide a Sample, the City may use that test result or refusal as the basis for disciplinary or rehabilitative actions, which may include the following:

1. a requirement that the Employee enroll in a City approved rehabilitation, treatment, or counseling program, which may include additional drug or alcohol testing, as a condition of continued employment;
2. suspension of the Employee with or without pay for a period of time;
3. termination of employment;
4. refusal to hire an Applicant; or
5. other disciplinary measures in conformance with the Kaysville City Personnel Rules and Regulations.

Participation in a rehabilitation, treatment or counseling program does not necessarily mean that appropriate disciplinary action will not be taken for violation of the City's drug and alcohol policy.

7.15 CONFIDENTIALITY OF INFORMATION

1. All information, interviews, reports, statements, memoranda, or test results received by the City through its drug or alcohol testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceeding, except in a proceeding related to an action taken by or involving the City or in compliance with a court order or subpoena.
2. The information described in Section 7.13.1 shall be the property of the City.
3. The City is entitled to use a drug or alcohol test result as a basis for action under any other appropriate provision of the Kaysville City Personnel Rules and Regulations.

7.16 PRIVACY IN COLLECTION OF SAMPLES FOR TESTING

Except in cases of emergency Samples shall be provided at the testing facility designated in Appendix "A" and in accordance with the rules and regulations of such testing facility. In order to ensure that there is no tampering, street clothes, bags, briefcases, purses, and other containers may not be carried into the area where the Sample is produced.

7.17 LABORATORY TESTING

All drug and alcohol testing of Employees and Applicants shall be conducted at medical facilities or laboratories selected by the City.

7.18 CONFIRMATION TEST REQUEST BY APPLICANT OR EMPLOYEE

1. An Applicant or Employee may request a confirmation test of the same Sample within 24 hours of notification of a Positive Test and a review by the City.
2. The cost of the confirmation test must be paid to the City in advance by the Applicant or Employee. If the confirmation test is negative, the City shall reimburse the Applicant or Employee for the cost of the test.
3. The confirmation test will be performed by a Laboratory selected by the City and interpreted by a qualified person of the City's choice. This may be the same testing facility designated in Appendix "A".
4. Opportunity to Reapply: Any Applicant rejected for employment as a result of a Positive Test may reapply for employment with the City any time after six (6) months for any position for which he or she may qualify.

7.19 TIME OF TESTING - COST OF TESTING AND TRANSPORTATION

1. Any drug or alcohol testing by the City in accordance with this Section shall occur during or immediately after the regular work period of current Employees and shall be deemed work time for purposes of compensation and benefits for current Employees.

2. The City shall pay all costs of testing for drugs or alcohol required by the City, including the cost of transportation.

7.20 NO CITY RESPONSIBILITY FOR FAILURE TO TEST OR DETECT SUBSTANCE OR PROBLEM, OR FOR TERMINATION OF TESTING PROGRAM

The City has no responsibility or duty for any testing program or procedure in accordance with this Section, including, but not limited to any of the following:

1. Failure or refusal to test for drugs or alcohol, or failure to test for a specific drug or other substance;
2. Failure or refusal to test for, or if tested for, failure to detect, any specific drug or other substance, disease, infectious agent, virus, or other physical abnormality, problem, or defect of any kind; or
3. Termination or suspension of any drug or alcohol testing program or policy.

7.21 EMPLOYEE NOT "HANDICAPPED"

An Employee or Applicant whose drug or alcohol test results are verified or confirmed as positive in accordance with the provisions of this Section shall not, by virtue of those results alone, be defined as a person with a "handicap" for purposes of Chapter 35, Title 34, the Utah Anti-Discrimination Act, or any similar or comparable Federal law.

7.22 NO PHYSICIAN-PATIENT RELATIONSHIP CREATED

A physician-patient relationship is not created between an Employee or Applicant and the City or any person performing any test or any portion or part thereof, solely by the establishment and implementation of a drug or alcohol testing program in accordance with this Section.

SECTION 8

DISCLAIMERS

8.01 GENERAL DISCLAIMER

It is the policy of Kaysville City to establish reasonable rules of employment conduct (i.e., guidelines for management and employees to follow) and to ensure compliance with these rules through a program consistent with the best interests of Kaysville City and its employees.

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 Kaysville City employee, and shall not create any due process requirement in excess of federal or state constitutional or statutory requirements. The term at-will means employees can terminate or be terminated at will. Exceptions are employees having written contracts signed by the Mayor or Kaysville City.

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

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

8.02 SAVINGS CLAUSE

If any rule, subdivision, sentence clause, phrase or provision of these policies and procedures or the application thereof be found to be invalid or in conflict with any state or federal law, the conflicting portion shall not affect the application or force of the balance of these policies or procedures.

SECTION 9

FORMS

1. Employee Acknowledgement/Ethics Declaration

2. Electronic Information Resources

3. Vehicle Use

4. Fitness Room

5. Sexual Harassment

6. City Property

Employee Acknowledgement/Ethics Declaration

I, _____ have received a printed or digital copy of the Personnel Rules and Regulations, Employee Handbook, or Human Resource Manual or I know where I can access a copy. I acknowledge and agree to abide by the policies and rules herein. I acknowledge the various consequences of not following the established policy guidelines. I agree to follow the policies in this manual as long as I am employed by Kaysville City.

In addition, I hereby authorized Kaysville City to obtain my Motor Vehicle Record (MVR). An acceptable MVR based upon the City's insurance requirements and standards is a condition of employment. Kaysville City may at any time request and review my MVR. I have read and understand the Motor Vehicle Record and Insurability Standards and the Employee Vehicle Use Section of this manual and understand that failure to maintain an acceptable MVR and abide by the Vehicle Use Policy may result in revocation of driving privileges, re-assignment to a non-driving position, as well as disciplinary action up to and including termination of employment.

Finally, I acknowledge that honesty, integrity, and ethics in the workplace are of the utmost importance.

Employee Name: _____

Employee Signature: _____

Date: _____

FITNESS ROOM SIGN UP FORM

AND ASSUMPTION OF RISK

Please Print:

Employee Name _____

Department _____

Home Telephone Number _____ Work Telephone Number _____

I have read the rules for the use and operation of the Fitness Room and I agree to abide by them.

I, the undersigned, do hereby certify that I am free of any health problems that would cause me to not be able to use the equipment in the Fitness Room. I release Kaysville City and its officers, employees, and agents from any and all responsibility or liability for any health problems or injuries that may occur from my participation in the use of the Fitness Room and any and all equipment and facilities in it (hereafter "Fitness Room") or from any subsequent exercise or other activities that I may engage in as a result of using the Fitness Room.

I further agree to assume all risks related to my use of the exercise facility. I hereby release and discharge Kaysville City Corporation from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the my use or intended use of the facilities and equipment.

I agree to indemnify, defend and hold Kaysville City and its officers, employees, and agents harmless from any and all claims or lawsuits filed as a result of any health problems or injuries I may sustain.

I agree to assume all risk and responsibility for my actions or inactions in the use of all of the Fitness Room and understand that serious injuries may occur from the use or misuse of the Fitness Room.

I understand that permission to use the exercise facility shall be at the sole discretion of the City and may be revoked at any time.

Dated this _____ day of _____, 201____.

—

Employee Signature

PLEASE RETURN THIS FORM TO THE HUMAN RESOURCES OFFICE

CITY EQUIPMENT USE SIGN UP FORM

AND ASSUMPTION OF RISK

Please Print:

Employee Name _____

Department _____

Home Telephone Number _____ Work Telephone Number _____

I have read the rules for the use and operation of the City Equipment for personal use and I agree to abide by them.

I will limit my use of City Equipment to the following facilities: _____. I will only use City Equipment for personal use when I am not working and between Monday through Friday from 5:00 PM to 8:00 PM. I agree to be completely done with any work and have the facilities cleaned to as good, or better, conditions than when I began using them. I will not begin using the facilities until this form has been signed by myself, the appropriate Department Head, and City Manager.

I, the undersigned, do hereby certify that I release Kaysville City and its officers, employees, and agents from any and all responsibility or liability for any loss or liability arising directly or indirectly from the use of City Equipment, including any liability or claimed liability on the part of Kaysville City because of any damage to person or property (including death) and will defend and hold Kaysville City harmless against any expense, including all legal fees, disbursements, fines and assessments.

I further agree to assume all risks related to my use of the exercise facility. I hereby release and discharge Kaysville City Corporation from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the my use or intended use of the facilities and equipment.

I agree to indemnify, defend and hold Kaysville City and its officers, employees, and agents harmless from any and all claims or lawsuits filed as a result of any loss, liability, or injury I or those affiliated with the use of this equipment may sustain.

I agree to assume all risk and responsibility for my actions or inactions in the use of the City's equipment and understand that serious injuries and death may occur from the use or misuse of the equipment.

I understand that permission to use the City's facilities shall be at the sole discretion of the City and may be revoked at any time.

Dated this _____ day of _____, 201____.

—

Employee Signature

Approved by the Department Head of the facility this _____ day of _____, 201____.

—

Department Head Signature

Approved by the City Manager this _____ day of _____, 201____.

—

City Manager Signature

PLEASE RETURN THIS FORM TO THE HUMAN RESOURCES OFFICE

REV: 03/18

HARASSMENT POLICY

RECEIPT AND ACKNOWLEDGEMENT

I acknowledge that I have received the Kaysville City Corporation Policy Statement on Harassment. I understand that it is my responsibility to be familiar with and conform to the procedures contained in this policy. I am expected to abide by the rules and requirements contained in the policy with regard to the reporting of harassment, including the obligation to report violations of the policy and not to retaliate against anyone for exercising his/her rights under this policy. I understand that failure to comply with the policy could result in disciplinary action up to and including termination of employment.

Printed Name

Signature

Date

