SYRACUSE CITY

Syracuse City Joint Council/RDA
Work Session Notice
November 19, 2014 – 6:00 p.m.
Municipal Building, 1979 W. 1900 S.

Notice is hereby given that the Syracuse City Council will meet in a work session on Wednesday, November 19, 2014, at 6:00 p.m. in the large conference room of the Municipal Building, 1979 W. 1900 S., Syracuse City, Davis County, Utah. The purpose of the work session is to discuss/review the following items:

a. Review agenda for Council business meeting to begin at 7:00 p.m. (2 min.)

b. Introduce first 11 chapters of policy manual comprehensive edits for first reading. (5 min.)

c. Review items forwarded to City Council by Planning Commission: (5 min.)
   i. Final Plat Approval, Trailside Park Subdivision Phase Eight, located at approximately 1900 W. 3000 S., applicant Ovation Homes, LLC.

d. Review Council agenda item 6: proposed budget opening. (10 min.)

e. Review Council agenda item 8: proposed MBA bond refinance resolution. (10 min.)

f. Review Council agenda item 9: authorize Mayor Palmer to execute Lease Purchase Agreement with Zion's Bank. (10 min.)

g. Review RDA agenda item 2: budget request for Town Center Redevelopment Agency. (10 min.)

h. Council business. (2 min.)

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In compliance with the Americans Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the City Offices at 801-825-1477 at least 48 hours in advance of the meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 13th day of November, 2014 at Syracuse City Hall on the City Hall Notice Board and at http://www.syracuseut.com/. A copy was also provided to the Standard-Examiner on November 13, 2014.

CASSIE Z. BROWN, CMC
SYRACUSE CITY RECORDER
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COUNCIL AGENDA

November 19, 2014

Agenda Item **B** Introduce first 11 chapters of policy manual comprehensive edits for first reading.

Factual Summation

- Any questions about this agenda item may be directed at Finance Director Stephen Marshall. See the attached policy manual PDF documents. There is both a red line and a clean copy of the proposed edits to the first 11 chapters of the policy manual.

- Administration is presenting the first 11 chapters of the personnel policy and procedures manual to the City Council for a first reading. Administration plan is to present half the policy manual now (Chapters 1-11) and the other half (Chapters 12-23) in the next few months so that the City Council has time to review the changes without being overwhelmed.

- This is presented as a first reading with a plan to have a detailed discussion on the next City Council meeting on December 9, 2014.

Recommendation

Present revisions to City Council for first reading in preparation for a detailed discussion on the next council meeting on December 9, 2014.

SYRACUSE CITY CORPORATION

Personnel
Policies and Procedures
Manual

Effective ~~January 1, 2008~~
~~Updated 2014~~Updated 2014

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

SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

TABLE OF CONTENTS

POLICIES

CHAPTER 1: INTRODUCTION 10
1.010. Purpose.
1.020. Applicability.
1.030. Interpretation.
1.040. Amendments.
1.050. Distribution
1.060. Acknowledgement Form.
1.070. Disclaimer.
1.080. Conflicts.

CHAPTER 2: ADMINISTRATION 12
2.010. Human Resources Specialist~~Director~~.
2.020. Job Descriptions.
2.030. Classification Plan.
2.040. Personnel Records.
2.050. Employee Inquiries and References

CHAPTER 3: EMPLOYEE HIRING 14
3.010. Equal Opportunity Employer.
3.020. Employment Philosophy.
3.030. Employment of Relatives (Nepotism).
3.040. Employment of Minors.
3.050. Authority to Hire.
3.060. Recruiting.
3.070. Newly Created or ~~of~~ Existing Positions.
3.080. Advertising.
3.090. Open Position Notices.
3.100. Application Process.
3.110. Interviews.
3.120. Testing and Investigations.
3.130. Job Offers.
3.140. Employment Eligibility Verification.
3.150. Employee Orientation.
3.160. Disqualification.
3.170. Rehires

CHAPTER 4: EMPLOYMENT STATUS 20
4.010. General Policy.
4.020. Employee Definitions.
4.030. FLSA Employment Status.
4.040. Probationary Employment Period.
4.050. Light Duty Status.
4.060. Volunteers.
4.070. Court Ordered Service.

SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

CHAPTER 5: COMPENSATION 23
5.010. General Policy
5.020. Compensation Plan.
5.030. Pay Grade for New Employees.
5.040. Pay Progression.
5.050. Meritorious Performance.
5.060. Longevity Increase.
5.070. Cost of Living Adjustments.
5.080. Position Adjustments.
5.090. Overtime.
5.100. Compensatory Time.
5.110. Holiday Pay.
5.120. On-Call Pay.
5.130~~120~~. Special Programs.
5.140~~130~~. Severance Pay.

CHAPTER 6: PAYROLL ADMINISTRATION 28
6.010. Work Hours.
6.020. Work Periods.
6.030. Breaks and ~~Lunch~~Meal Periods.
6.040. Time Keeping.
6.050. Pay Periods.
6.060. Paydays.
6.070. Automatic Payroll Deposits.
6.080. Payroll Deductions and Withholdings.
6.090. Garnishments.
6.100. Reimbursable Expenses.
6.110. Advances.

CHAPTER 7: BENEFITS 31
7.010. Disclaimer.
7.020. Eligibility.
7.030. Medical, Dental, and Vision Insurance.
7.040. Life Insurance.
7.050. Long-Term Disability Insurance.
7.060. Accidental Death and Dismemberment Insurance.
7.070. Retirement Program.
7.080. Social Security.
7.090. COBRA Coverage.
7.100. Health Savings Account & Flex Spending Account.
7.110. Employee Assistance Program.
7.120. Community Center Membership.
~~7.110. Changes in Personal Information.~~
7.130. Health and Wellness
7.140~~120~~. Termination.

CHAPTER 8: LEAVE 34
8.010. Paid Leave.
8.020. Leave Without Pay.
8.030. Leave Procedures.

8.040. Leave Procedures Exceptions.
8.050. Unauthorized Absence.
8.060. ~~Annual~~ Vacation Leave.
8.070. Sick Leave.
CHAPTER 8: LEAVE (continued) 34
8.080. Holiday Leave.
8.090. Family and Medical Leave.
8.100. Military Leave.
8.110. Jury Duty Leave.
8.120. Injury Leave.
8.130. Funeral Leave.
8.140. Administrative Leave

CHAPTER 9: EMPLOYEE CONDUCT 45
9.010. Employee Vision and Mission Statements.
9.020. Public Relations.
9.030. Working Relationships.
9.040. Personal Appearance.
9.050. Uniforms.
9.060. Employee Ethics.
9.070. Honesty.
9.080. Confidentiality.
~~9.090. Nepotism.~~
9.090~~100~~. Attendance.
9.100~~110~~. Outside Employment.
9.110~~120~~. Personal Activities.
9.120~~130~~. Political Activities.
9.130~~140~~. Social Networking
9.140. Smoking.
9.150. Consensual Romantic Relationships.
9.160. Workplace ~~Harassment and~~ Violence.
9.170. Americans with Disabilities Policy.
9.180. Credit Cards.

CHAPTER 10: ~~SEXUAL~~ HARASSMENT 53
10.010. Policy.
10.020. Purpose.
10.030. Notice.
10.040. Definitions.
10.050. Prohibited Conduct.
10.060. Employee Responsibility.
10.070. Complaint Procedures.
10.080. File Records.
10.090. Confidentiality.
10.100. Retaliation.
10.110. Misuse of Policy.
10.120. Other Procedures and Remedies.

CHAPTER 11: NON-DOT DRUG AND ALCOHOL TESTING POLICY 57
11.010. Purpose.

11.020. General Policy.
11.030. Applicability.
11.040. Definitions.
11.050. Regulations.
11.060. Zero Tolerance.
CHAPTER 11: NON-DOT DRUG AND ALCOHOL TESTING POLICY (continued) 57
11.070. Voluntary Rehabilitation.
11.080. Prescription and Over-the-Counter Drugs.
11.090. Testing Required.
11.100. Basis for Testing.
11.110. Testing Procedures.
11.120. Results.
11.130. Action.
11.140. Confidentiality and Access to Test Results.
11.150. Notification of Conviction.
11.160. Americans with Disabilities Act (ADA).

CHAPTER 12: DOT DRUG AND ALCOHOL TESTING POLICY 70
12.010. Purpose
12.020. General Policy.
12.030. Applicability.
12.040. Definitions.
12.050. Prohibitions.
12.060. Zero Tolerance.
12.070. Voluntary Self-Identification Program.
12.080. Prescription and Over-the-Counter Drugs.
12.090. Testing Required.
12.100. Basis for Testing.
12.110. Pre-Employment Testing.
12.120. Post-Accident Testing.
12.130. Random Testing.
12.140. Reasonable Suspicion Testing.
12.150. Return-to-Duty Testing.
12.160. Follow-Up Testing.
12.170. Testing Procedures.
12.180. Results.
12.190. DOT Required Action.
12.200. Removal from Safety-Sensitive Functions.
12.210. Additional Action.
12.220. Records.
12.230. Confidentiality.
12.240. Notification of Conviction.
12.250. Americans with Disabilities Act (ADA).

CHAPTER 13: EMPLOYEE TESTING AND EVALUATION 90
13.010. Background Checks.
13.020. Medical Examinations.
13.030. Driving Record Evaluations.

CHAPTER 14: WORKPLACE SAFETY 95

14.010. General Policy.
14.020. Occupational Safety and Health Act.
14.030. Safe Environment.
14.040. Inspection of Workplace.
14.050. Safety Rules.
CHAPTER 14: WORKPLACE SAFETY (continued) 95
14.060. Use of Equipment and Tools.
14.070. Confined Space Entry.
14.080. Accident Reports.
14.090. Work Related Injuries.
14.100. Workers' Compensation.
14.110. Bringing Children to Work.

CHAPTER 15: DISASTER RESPONSE PLANNING 100
15.010. General Policy.
15.020. Employee Disaster Notification.
15.030. Natural Disaster Response Plan.
15.040. Man-Made Disaster Response Plan.
15.050. Suspicious Person or Assailant Threats.
15.060. Telephone Bomb Threats.
15.070. Mail, Letter, and Package Bomb Threats.
15.080. Suspicious Article Threats.

CHAPTER 16: TUITION AID 103
16.010. Purpose.
16.020. Funds.
16.030. Eligibility.
16.040. Standards.
16.050. Procedure.
16.060. Limitations.
16.070. Compliance.
16.080. Records.

CHAPTER 17: TRAVEL AND REIMBURSABLE EXPENSES 106
17.010. Travel Costs.
17.020. General Expenses.

CHAPTER 18: VEHICLE USE 109
18.010. Purpose.
18.020. Official City Business.
18.030. Use Agreement and Driver's License Verification.
18.040. Authorized Passengers Only.
18.050. Parking and Operation.
18.060. Vehicle Backing.
18.070. Secure Loads.
18.080. Vehicle Maintenance.
18.090. Vehicle Abuse.
18.100. Accidents.
18.110. Take-Home Vehicle Use.
18.120. Take-Home Vehicle Rules.

18.130. Private Vehicle Use.
18.140. Failure to Comply.

SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

CHAPTER 19: COMPUTERS AND EQUIPMENT USE 113
19.010. Equipment and Supplies.
19.020. Removal of Equipment.
19.030. Technology Resources.
19.040. Computers, Email, and Internet.
19.050. Prohibited Computer Use.
19.060. Postage Meters.
19.070. FAX and Copy Machines.
19.080. Land-Line Telephones.
19.090. Cellular Telephones.
19.100. Termination.

CHAPTER 20: PERFORMANCE EVALUATIONS 117
20.010. General Policy.
20.020. Performance Evaluation Periods.
20.030. Performance Evaluations.
20.040. Records.

CHAPTER 21: GRIEVANCES 118
21.010. Grievances.
20.020. Informal Grievance Procedures.
20.030. Formal Grievance Procedures.
21.040. Appeal.
21.050. Retaliations.
21.060. Records.

CHAPTER 22: DISCIPLINARY ACTION 120
22.010. General Conduct.
22.020. Responsibility for Discipline.
22.030. Levels of Discipline.
22.040. Investigation.
22.050. Administrative Leave.
22.060. Verbal Warning.
22.070. Written Reprimand.
22.080. Probation.
22.090. Suspension.
22.100. Demotion.
22.110. Dismissal.
22.120. Pre-Disciplinary Action Hearing.
22.130. Disciplinary Action.
22.140. Appeals.

CHAPTER 23: TERMINATION 124
23.010. Types of Termination.
23.020. Voluntary Termination Procedures.
23.030. Involuntary Termination Procedures.
23.040. Resignation in Lieu of Involuntary Termination Procedures.
23.050. Reduction in Force Procedures.
23.060. Retirement Procedures.
23.070. Final Paychecks.

CHAPTER 23: TERMINATION (continued) 124
23.080. Return of City Property.
23.090. Exit Interview.
23.100. COBRA Coverage.

FORMS

APPENDIX A: POLICY MANUAL ACKNOWLEDGEMENT OF RECIEPT 127

APPENDIX B: POST-EMPLOYMENT REFERRAL RELEASE 128

APPENDIX C: NEW HIRE REQUISITION 129

APPENDIX D: PERSONNEL ACTION FORM 131

APPENDIX E: VOLUNTEER SERVICE AGREEMENT 132

APPENDIX F: COMPENSATION TIME AGREEMENT 135

APPENDIX G: BI-WEEKLY COMPENSATION TIME ELECTION FORM 136

APPENDIX H: LEAVE REQUEST FORM 137

APPENDIX I: EMPLOYEE RIGHTS AND RESPONSIBILITIES 139

APPENDIX J: NOTICE OF ELIGIBILITY AND RIGHTS AND RESPONSIBILITIES 140

APPENDIX K: DESIGNATION NOTICE 142

APPENDIX L: CERTIFICATION OF EMPLOYEE'S OWN SERIOUS HEALTH CONDITION 143

APPENDIX M: CERTIFICATION OF FAMILY MEMBER'S SERIOUS HEALTH CONDITION 147

APPENDIX N: CERTIFICATION OF QUALIFYING EXIGENCY FOR MILIATRY FAMILY LEAVE 151

APPENDIX O: CERT. OF SERIOUS INJURY/ILLNESS FOR COVERED SERVICE MEMBER 154

APPENDIX P: NOTICE OF SECONDARY EMPLOYMENT 158

APPENDIX Q: DRUG TESTING RELEASE FORM FOR MINORS 159

APPENDIX R: BACKGROUND INVESTIGATION RELEASE FORM (Form A) 160

APPENDIX S: BACKGROUND INVESTIGATION RELEASE FORM (Form B) 161

APPENDIX T: ACCIDENT REPORT FORM 162

APPENDIX U: TELEPHONE BOMB THREAT CHECKLIST 164

FORMS (continued)

APPENDIX V: TUITION AID REQUEST 165

APPENDIX W: TRAVEL APPLICATION 167

APPENDIX X: VEHICLE USE AGREEMENT 169

APPENDIX Y: FORMAL EMPLOYEE GRIEVANCE FORM 170

APPENDIX Z: DISCIPLINARY ACTION FORM 172

SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

CHAPTER 1
INTRODUCTION

1.010. Purpose.
1.020. Applicability.
1.030. Interpretation.
1.040. Amendments.
1.050. Distribution.
1.060. Acknowledgement Form.
1.070. Disclaimer.
1.080. Conflicts.

1.010. Purpose.

The purpose of these Personnel Policies and Procedures ("Policies and Procedures") is to provide guidelines and information for City employees to assist them in performing and pursuing competent and satisfying employment with the City. It is the intent of the City ~~is~~ to comply with all Federal and State laws and regulations applicable to the City and/or its employees, whether mentioned herein or not.

1.020. Applicability.

These Policies and Procedures shall apply to all City employees and appointed officers, except where otherwise specifically excluded. These Policies and Procedures do not apply to elected officials, members of commissions and committees, or persons engaged under contract to supply professional or technical services. These Policies and Procedures are in addition to any other department-approved policies and procedures or operational standards, including, but not limited to, Police Department and Fire Department policies and operational standards.

1.030. Interpretation.

The City ~~Administrator~~ Manager shall provide the official interpretation of these Policies and Procedures. The department heads and supervisors shall be responsible for implementing these Policies and Procedures within their departments under the direction of the City ~~Administrator~~ Manager and the Human Resources Specialist~~Director~~.

1.040. Amendments.

Personnel practices and procedures are in a constant state of change and the City will review the policies and procedures set forth herein as needed to best serve the needs of the City and its employees. The City reserves the right to unilaterally alter, amend, except or revoke any policy, practice or procedure set forth herein in its sole discretion. All amendments shall be submitted for review by the City Council. The City Manager shall submit any proposed changes to the City Council for discussion on the next regularly scheduled work meeting, unless a proposed policy requires immediate action or otherwise permitted action under the Public and Open Meetings Act requirements of the Utah Code. If there are no objections from the Mayor or any member of the City Council , the proposed policy amendments shall be approved. If the mayor or any member of the City Council objects to the proposed changes, the proposed changes shall be scheduled for the next City Council Meeting for a vote by the Council. In such case, the

proposed amendments must be approved by a majority vote of the City Council per the City Code. ~~approved in writing by resolution of the City Council.~~

1.050. Distribution.

A copy of these Policies and Procedures and any amendments hereto shall be made available to all employees and appointed officers in electronic or hard copy format. Employees will be notified in writing of any amendments to these Policies and Procedures. The content of the amendments will be made available in electronic format unless a hard copy is requested by the employee. ~~, though the content of the amendments will be made available only in electronic format.~~ The City shall be responsible for keeping the electronic and hard copy of the Personnel Policies and Procedures up to date with amendments. A log sheet may be provided by the City to assist in recording and tracking updates.

1.060. Acknowledgment Form.

City employees are responsible to be aware of and adhere to all the provisions of these Policies and Procedures and any amendments hereto. Each employee shall sign and submit to the City an Acknowledgment Form, as provided by the City, attesting to the fact that he or she has received instructions how to access a copy of these Policies and Procedures and any amendments to these Policies and Procedures and has ~~had an opportunity~~ agreed to read and understand the provisions set forth herein. Submission of a signed Acknowledgement Form shall be a condition of employment for all employees. The signed Acknowledgment Form shall be filed in the employee's personnel file.

1.070. Disclaimer.

The information contained herein, and any amendments or alterations hereto, do not constitute a contract or agreement of any kind between the City and its employees. No person other than the City ~~Administrator~~ Manager, with the advice and consent of the City Council, has the authority to enter into an agreement with any employee for any specified employment term or to make any commitments contrary to the relationship of City employees. Any such agreement or commitment must be made in writing. The information and policies contained herein shall not constitute or create any rights in or obligations to any persons or parties other than to the City and its employees. Nothing herein shall be construed to limit the City'~~=~~s right to discharge an employee or to create any other obligation or liability on the City. The City alone shall be entitled to enforce or waive the provisions of any policy, practice or procedure set forth herein.

1.080. Conflicts.

Except as otherwise specifically provided, these Policies and Procedures supersede all prior letters, memoranda, resolutions, policies and procedures of the City which are inconsistent with the matters stated herein. In the event of a conflict between any of the provisions set forth herein or with department approved policies and procedures, the more restrictive provision shall apply. 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.

CHAPTER 2
ADMINISTRATION

2.010. Human Resources Specialist~~Director~~.
2.020. Job Descriptions.
2.030. Classification Plan.
2.040. Personnel Records.
2.050. Employee Inquiries and References.

2.010. Human Resources Specialist~~Director~~.

The City has created the position of Human Resources Specialist~~Director~~. The Human Resources Specialist~~Director~~ is responsible for the administration and implementation of these Policies and Procedures and applicable City Ordinances. The duties and responsibilities of the Human Resources Specialist~~Director~~, with respect to these Policies and Procedures, include, but are limited to, the following:

(a) to develop, implement and administer these Policies and Procedures;

(b) to promote the fair treatment of employees and the administration of these Policies and Procedures; and

(c) to review these Policies and Procedures and recommend suggestions or changes deemed necessary to the City ~~Administrator~~ Manager and City Council.

2.020. Job Descriptions.

The City should provide and maintain a current job description for each employment 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 should be based on the requirements and duties listed in the relevant job description.

2.030. Classification Plan.

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

2.040. 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 Ann*. §§ 63-2-101, *et seq*., and the Utah Municipal Records Retention Schedule, as adopted and amended by the City.

(d) Access. Pursuant to *Utah Code Ann*. §§ 67-18-1, *et seq*., as amended, 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~~Director~~, 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 Ann*. §§ 63-2-101, *et seq*., as adopted and amended by the City. Access and examination of personnel records by the City Manager and/or Department Head 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.

2.050. Employee Inquiries and References.

~~Department heads, supervisors and employees should refer a~~All inquiries from outside parties regarding current and former employees shall be directed to the Human Resources Specialist ~~Director, other than requests for dates of employment and job title~~. 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 Ann*. § 34-42-1, as amended, 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.

SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

CHAPTER 3
EMPLOYEE HIRING

3.010 Equal Opportunity Employer.
3.020. Employment Philosophy.
3.030. Employment of Relatives (Nepotism).
3.040. Employment of Minors.
3.050. Authority to Hire.~~Chapter~~
3.060 Recruiting.
3.070. New~~ly~~ Created or Existing Positions.
3.080. Advertising.
3.090. Open Position Notices.
3.100. Application Process.
3.110. Interviews.
3.120. Testing and Investigations.
3.130. Job Offers.
3.140. Employment Eligibility Verification.
3.150. Employee Orientation.
3.160. Disqualification.
3.170. Rehires.

3.010 Equal Opportunity Employer.

Syracuse City is an ~~A~~"Equal Opportunity Employer" and it is the policy of the City to comply with Federal and State equal employment opportunity laws and guidelines. The City shall not discriminate in the hiring, employment, promotion or other employment practices with respect to its employees on the basis of race, color, religion, sex, national origin, political affiliation, age, 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.

3.020. Employment Philosophy.

The City Council shall adopt and maintain a Recruitment and Retention Policy for the city, which purpose is to attract the best talent possible, motivate and retain that talent for the overall benefit of the citizens. The City seeks to attract and retain the most highly qualified and competent employees who exhibit the qualities and characteristics required for and consistent with the job to be performed. Evaluation of employment applicants will be made on the basis of education, skills, experience, character, competence, ability to work and relate with co-workers, supervisors and the public, and potential job performance and learning consistent with the needs of the City and the specific position to be filled. A copy of the Recruitment and Retention Policy is attached hereto as Appendix (?), and incorporated herein by this reference.

3.030. Employment of Relatives (Nepotism).

It is the policy of the City to comply with the provisions of Title 52, Chapter 3, of the *Utah Code Annotated*, as amended, regarding the prohibition of employment of relatives. The City restricts the hiring of city employees' relatives. A relative is defined as the employees' husband, wife, parent, step-parent,

nephew, niece, grandparent, son-in-law, daughter-in-law, sister, step-sister, brother, step-brother, son, step-son, daughter, step-daughter, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, or first cousin; or a spouses' grandparent, grandchild, aunt, uncle, nephew, niece, or first cousin. Guidelines regarding employment of relatives is as follows:

(a) A person may be hired within the same department as long as there is not a direct or indirect supervisor/subordinate relationship between the employees, a conflict of interest or the appearance of a conflict of interest.

(b) In the event that an employee who directly or indirectly supervises another employee whom become related as a result of a marriage, the City will attempt to find a suitable position within the City to which one of the affected employees may transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign.

(c) No employee who is related to someone within the same department shall be promoted to a Department Head or Supervisor position.

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3.040. Employment of Minors.

The City may employ minors from time to time and it is the policy of the City to comply with all State and Federal laws and regulations regarding the employment of minors, including, but not limited to, *Utah Code Ann.* §§ 34-23-101, *et seq*., 29 U.S.C. §212 and 29 C.F.R. Part 570. The law prohibits employment of minors under age 14 and no one under the age of 18 may perform a hazardous job as defined by the Fair Labor Standards Act (FLSA). Please see the Human Resource Specialist for further information on such duties. Please see Work Hours and Breaks and Lunch Periods in Chapter 6 for additional information in regards to employment of minors.

3.050. Authority to Hire.

In accordance with the hiring provisions set forth in Title 1 (Administration) of the Syracuse City Ordinances, hiring shall be conducted as follows:

(a) With the exception of department head positions and positions required by law to be appointed by the Mayor and/or City Council, the City ~~Administrator~~ Manager, or his or her designee, has the authority to post, interview, and hire for all available employment positions within the City.

(b) It is the responsibility of the Mayor, with the advice and consent of the City Council, to appoint individuals to all department head positions and positions otherwise required by law, such as the City Recorder and City Treasurer. The City ~~Administrator~~ Manager, or his or her designee, shall assume the responsibilities of posting, interviewing and making final recommendations to the Mayor and City Council for such positions.

3.060 Recruiting.

All recruitment shall be conducted in accordance with the City's Equal Opportunity Employer policy as set forth in Section 3.010. Any and all selecting and advancing of employees in the City personnel system shall be on the basis of the applicant and/or employee's ability, knowledge, and skill levels related to the vacant position in accordance with the City's Employment Philosophy set forth in Section 3.020. All hiring shall be based upon the job description for the specific position opening. If the recruitment is for a newly created position, a job description, classification and salary range shall be prepared by the City prior to recruiting for the proposed position and the position approved by the City Council in accordance with Section 3.070. ~~In addition~~ As an alternative to outside recruitment, the City may promote or consider ~~and promote~~ employees from within to fill vacant job positions. Syracuse City employees that apply for and meet minimum qualifications required for the open position should be interviewed during the interviewing process with the other outside applicants; however, this is not required when an employee is promoted.~~.~~

3.070. New~~**ly**~~ **Created or Existing Positions.**

New~~ly~~ created regular or appointed positions may be created by the City Council through authorization and approval of the job description, classification, and salary range of the position, either through the annual budget authorization or by separate action of the City Council. Any department head wishing to create a new position within their department shall submit a request to the Human Resources Specialist~~Director~~, including a proposed job description, classification, and the pay range for the job. If acceptable to the Human Resources Specialist~~Director~~, the new position request shall be forwarded to the City ~~Administrator~~ Manager for review and recommendation to the City Council. Job openings for existing positions, which have been previously authorized by the City Council shall be reviewed by the

Human Resources Specialist~~Director~~ and approved by the City ~~Administrator~~ Manager to initiate the hiring process.

3.080. Advertising.

Upon approval by the City Council for new positions and approval by the City Manager~~Administrator~~ for existing positions, the Human Resources Specialist~~Director~~ will prepare advertisements for job openings and post notice of such openings as provided herein. Advertising for job openings should be posted at the City Offices and a copy of the posting sent via email to each department head for posting within the Department. Department heads are responsible for ensuring that all job postings are posted within their Department. Internal posting of job openings will also be posted on employee bulletin boards. In addition, and at the same time, the Human Resources Department will advertise all new and vacant positions as it deems appropriate unless directed otherwise by the City ~~Administrator~~ Manager. In general, all new and vacant positions will be posted externally on the Syracuse City Website and through the Utah Department of Workforce Services. Other media, including newspapers, social media and professional publications, may be used~~ depending on the type of position available~~.

3.090. Open Position Notices.

Open position notices prepared by the Human Resources Specialist~~Director~~ should contain a statement indicating the City's Equal Opportunity Employer status. Open position notices should also specify what application information is required (resume, cover letter, etc.), where job applications may be obtained, instructions on returning completed applications, and the deadline for filing an application.

3.100. Application Process.

(a) An application for employment will be accepted from applicants for employment on forms provided by Syracuse City. Job applications are available via the City website at www.syracuseut.com or at the City Office building. No one under the age of eighteen (18) may apply for or be hired for full-time employment with the City. No one under the age of ~~fourteen~~ sixteen (~~14~~16) may apply for or be hired for any employment position with the City.

(b) All applications and resumes shall be forwarded to the Human Resources Specialist~~Director~~. Upon receipt, each application, resume, and/or cover letter will be marked with the date it was received. Completed applications will be placed in a file for the open position and shall be retained in accordance with the Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., as adopted and amended by the City.

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

(d) Applications may be rejected for, but not limited to, the following reasons:

(i) The applicant does not meet the minimum qualifications established for the position;

(ii) The applicant voluntarily indicates that he or she is physically or mentally unable to perform the essential duties and responsibilities of the position with or without reasonable accommodation(s) (determined only after a conditional offer of employment has been extended to a job applicant and pending the results of a medical examination);

(iii) The applicant has falsified a material fact or failed to complete the application;

(iv) The applicant failed to timely file the application;

(v) The applicant has an unsatisfactory employment history or poor work references; or

(vi) The applicant failed to attain a passing score, if an examination is required.

3.110. Interviews.

The Human Resources Specialist~~Director~~, in conjunction with the hiring department head or the City ~~Administrator~~ Manager, will select applicants to interview from those who have passed the preliminary screening tests and job applications. Job related duties and qualifications will provide the basis for initial screening of job applicants. ~~During the interview, all job applicants should be advised that, if offered the position, all of the information provided will be verified.~~ Individuals conducting job interviews shall only ask questions that pertain to the job position. A structured interview guide ~~should~~ shall be developed and reviewed by the Human Resources Specialist~~Director~~ and the department head filling the position before the interview begins. The guide will be developed in accordance with the Syracuse City Equal Employment Opportunity policy. During the interview each interviewer will complete the structured interview guide developed for the position. The Human Resources Specialist shall be given the opportunity to attend all interviews for Full-Time positions.

3.120. Testing and Investigations.

Applicants for positions with the City may be subject to competitive testing or condition of employment testing which may include, but is not limited to: determination of bondability, rating of education and experience, written, oral, or physical tests, drug testing, medical examinations, driving record evaluations, and/or background investigations in accordance with these Policies and Procedures and applicable provisions of law. *See*, Chapter 13 of these Policies and Procedures regarding Employee Testing and Evaluation. The structure and methods of testing shall be reviewed by the Human Resources Specialist prior to the testing being conducted.

3.130. Job Offers.

After a job applicant is approved by the Human Resources Specialist~~Director~~ and the hiring department head (and City Council as applicable for department head positions), with the consent of the City Manager, the Human Resources Specialist~~Director~~ or department head in coordination with the Human Resources Specialist, ~~with consent of the City Administrator~~ Manager, shall notify the successful job applicant of his or her conditional selection through: (1) a telephone call; and (2) a written job offer letter. ~~The job offer letter shall clearly state that the offer is not accepted until the candidate signs the conditional job offer letter and returns it to Syracuse City by the requested date.~~ To accept a job offer, the candidate must sign the written job offer, thereby making the offer official. The original job offer letter is then filed in the employee's file and a copy is given to the new employee. Written job offer letters will include the following:

(a) The employee's job title;

(b) A clear statement of the job description;

(c) The employee's supervisor;

(d) The employee's starting salary (starting salary offers for exempt positions shall be figured as both an annual and bi-weekly amount and starting salary offers for non-exempt positions shall be figured as ~~both an annual salary and~~ the equivalent hourly wage);

(e) Any applicable relocation commitments;

(f) A summary of the benefits in which the employee will be eligible to participate;

(g) Syracuse City's at-will employment policy, to the extent applicable;

(h) The employee's starting date;

(i) The length of the employee's probationary-period;

(j) Notice that employment is contingent upon passing a background investigation, drug testing, driving record evaluation, medical examination, and any other testing or investigation, to the extent required under these Policies and Procedures for the particular position.

3.140 Employment Eligibility Verification.

In conformance with the "Immigration Reform and Control Act of 1986" (P.L. 99-603) and in order to avoid monetary penalties for the hiring of illegal workers, the Human Resources Specialist~~Director~~ shall establish an employment verification system, and shall verify that all applicants for vacant positions or persons hired to fill vacant positions are authorized to work within the boundaries of the United States.

3.150. Employee Orientation.

On the first day of work the new employee should receive a general orientation concerning benefits, compensation practices, personnel policies and procedures, vacation, holiday and sick leave, work hours, parking, and various employment expectations. After a new employee is hired he or she shall fill out all required pre-employment forms, benefit applications, and enrollment forms. In addition to any other required forms, the following forms shall be filled out by all new employees:

(a) Employment Eligibility Verification Form (Form I-9);

(b) Federal Withholding Statement (Form W-4);

(c) Utah New Hire Registry Reporting Form;

(d) Applicable Utah Retirement System (URS) Form;

(e) Syracuse City Direct Deposit Form;

(f) Personnel Policies and Procedures Acknowledgement Form; and

(g) If applicable, all benefits enrollment forms.

3.160 Disqualification.

The City reserves the right to reject any application which indicates on its face that the applicant does not possess the minimum qualifications required for the position. Applicants and subsequently hired applicants who make false statements or who are found to have engaged in any type of deception or fraud in the application or testing process may be rejected or terminated, if hired.

3.170 Rehires.

Job applications received from former employees will be processed using the same procedures and standards that govern all other non-employee applications. The Human Resources Specialist~~Director~~ will review the former employee's personnel records and the circumstances surrounding termination of previous employment with the City. Former employees who have been terminated for cause, or who voluntarily resigned while facing disciplinary action, or who did not give a two (2) week notice are not eligible for rehire. Employees must give a two (2) week notice in order to be rehireable unless deemed otherwise at the discretion of the City Manager. Eligibility for rehire should be noted on termination forms. Applicants who are rehired shall be required to serve a probationary period in accordance with these Policies and Procedures. Former employees who terminated employment with the City in good standing~~Employees who are terminated due to a reduction in work force~~ may maintain the original anniversary date for ~~seniority~~ benefit purposes if they are re-employed by the City within one (1) year after the date of termination.

CHAPTER 4
EMPLOYMENT STATUS

4.010. General Policy.
4.020. Employee Definitions.
4.030. FLSA Employment Status.
4.040. Probationary Employment Period.
4.050. Light Duty Status.
4.060. Volunteers.
4.070. Court Ordered Service.

4.010. General Policy.

Employment positions within Syracuse City are defined and classified into various categories that relate to employment status, hiring procedures, compensation, benefits eligibility, and applicability of certain Federal and State laws. Such categories are subject to change depending upon the requirements of State and Federal law, City policy or City Ordinances.

4.020. Employee Definitions.

Each employee position available with the City is defined and categorized as one of the following, depending upon the number of required working hours for the particular position and/or the temporary nature of the position. Elected officials are excluded from these categories.

(a) Full-Time. An employee working in a position for which the normal work schedule is forty (40) or more hours per week is considered a full-time employee. Full-time employees are eligible for participation in City provided benefits programs as more particularly set forth in these Policies and Procedures.

(b) Part-Time. An employee working in a position for which the normal work schedule is less than thirty (30)~~forty (40)~~ hours per week is considered a part-time employee. Part-time employees are not eligible for benefits except as expressly provided herein or otherwise required by law. ~~This classification includes positions which may be considered seasonal or temporary.~~ Part-time employees are at-will and may be terminated at any time with or without cause, without appeal.

(c) Seasonal. An employee working in a position that is expected to work for six (6) months or less per year and which the need for the position ends typically in conjunction with a season is considered a seasonal employee. Seasonal employees are not eligible for benefits except as expressly provided herein or otherwise required by law. Seasonal employees are at-will and may be terminated at any time with or without cause, without appeal.

(d) Temporary. An employee working in a position that is expected to work for six (6) months or less per year, less than thirty (30) hours per week and which the need for the position ends after a single project is not typically repeated each year is considered a temporary employee. Temporary employees are not eligible for benefits except as expressly provided herein or otherwise required by law. Temporary employees are at-will and may be terminated at any time with or without cause, without appeal.

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4.030. FLSA Employment Status.

To facilitate provisions of the Fair Labor Standards Act ("FLSA") regarding employee eligibility for overtime compensation, employees shall be classified as either exempt or nonexempt. These categories are defined as:

(a) ~~FLSA~~ Exempt. Employees who are not covered by or subject to the overtime requirements and regulations of the ~~Fair Labor Standards Act (~~"FLSA"~~)~~ are deemed "exempt." Employees are classified as exempt based upon the nature of the work, conditions of employment, and criteria set forth in the FLSA and related Federal rules and regulations.

(b) ~~FLSA~~ Non-Exempt. Employees who are covered by and subject to the overtime requirements and regulations of the FLSA are deemed "non-exempt."

4.040 Probationary Employment Period.

(a) All newly hired Full-Time employees shall be subject to a twelve (12) month Probationary Period. The Probationary Period shall begin on the first day of employment and shall continue for twelve (12) months thereafter. The Probationary Period is established to evaluate the performance and potential of the new employee, determine the employee's retention, possible transfer or termination, and to give the employee the chance to evaluate the job.

(b) At any time during the Probationary Period, the employee may be terminated by the City with or without cause and without right to due process, notice, or appeal in connection with the termination.

~~(c) During the Probationary Period, the employee should have, at a minimum, a performance evaluation at the mid-point and at the end of the Probationary Period. These performance evaluations may be used to provide information to both the employee and management regarding the employee's performance. A performance evaluation and the results of such evaluation shall not obligate the City to a particular course of action relative to the probationary employee nor shall it create any property or due process rights for the probationary employee relative to the employment position.~~

~~(d) Upon recommendation of the department head and approval by the City Administrator, a probationary employee shall become a regular employee in the position for which the employee is approved, and the Human Resources Department shall so notify the employee of the status by Personnel Action Form.~~

4.050. 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 the Human Resources Specialist~~Director~~ 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 extended for extenuating circumstances. Light duty assignments over thirty (30) days must be approved by the City Manager~~Administrator~~.

4.060 Volunteers.

(a) 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, exclusive of "court ordered" volunteers as set forth in Section 4.070. The City Manager~~Administrator, with the advice and consent of the City Council,~~ 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~~Administrator~~ and the volunteer has submitted a signed volunteer form to the City as required herein.

(b) Volunteers may be provided protections under the Volunteer Government Workers Act, as set forth in *Utah Code Ann*. §§ 67-20-1, *et seq*., as amended, 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.

~~(c) Volunteer experience may be recognized for determining minimum qualifications for an employment position with the City.~~

4.070. Court Ordered Service.

Court ordered community service volunteer labor is authorized but shall be accepted at Syracuse City only when ordered through the Syracuse City Justice Court. Court ordered volunteers may be considered an employee of the City for purposes of workers' compensation benefits as more particularly provided in the Volunteer Government Workers Act, as set forth in *Utah Code Ann*. §§ 67-20-1, *et seq*., as amended, regarding "compensatory service workers," as defined therein.

CHAPTER 5
COMPENSATION

5.010. General Policy.
5.020. Compensation Plan.
5.030. Pay Grade for New Employees.
5.040. Pay Progression.
5.050. Meritorious Performance.
5.060. Longevity Increase.
5.070. Cost of Living Adjustments.
5.080. Position Adjustments.
5.090. Overtime.
5.100. Compensatory Time.
5.110. Holiday Pay.
5.120. Special Programs.
5.130. Severance Pay.

5.010 General Policy.

Syracuse City will pay at least minimum wage and overtime to all Non-Exempt employees in accordance with applicable provisions of the Fair Labor Standards Act (FLSA). Syracuse City may compensate all ~~FLSA~~ Exempt employees with time off for extra hours worked as more particularly set forth herein. Syracuse City will also provide equal pay to all employees doing similar work which requires substantially equal skill, effort, and responsibility and are performed under similar working conditions in accordance with the FLSA and the Equal Pay Act of 1963.

5.020. Compensation Plan.

(a) Compensation Plan. The City Council shall adopt and maintain a compensation plan for the City, including minimum and maximum rates of pay for each position within the City's personnel system and such intermediate steps or grades as deemed necessary and equitable for employee compensation ("Compensation Plan"). The Compensation Plan may also include salary administration guidelines, position pay grade schedule, and salary schedule, as adopted by the City. Salaries shall be 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 the financial policy and economic conditions of the City. Independent market studies may be authorized at the discretion of the City Council when deemed necessary. Compensation for statutory officers shall be subject to public hearing requirements and adopted by ordinance of the City Council in accordance with applicable provisions of *Utah Code Ann*. § 10-3-818, as amended. A copy of the Compensation Plan is attached hereto as Appendix (?), and incorporated herein by this reference.

(b) Updates and Amendments. The Compensation Plan should be reviewed and analyzed annually by the Human Resources Specialist~~Director~~ and City Manager~~Administrator~~ who may recommend appropriate changes to the City Council. The City Council may review and make appropriate changes to the Compensation Plan at anytime in accordance with applicable procedures regarding the same. Implementation of any recommended adjustments to the Compensation Plan shall be subject to City Council approval and availability of funds. Any amendments or updates to compensation or compensation schedules for statutory officers shall be subject to public hearing requirements and adopted by ordinance of the City Council in accordance with applicable provisions of *Utah Code Ann*. § 10-3-818, as amended.

5.030. Pay Grade for New Employees.

Except as provided herein, pay for newly hired employees shall be set at the minimum of the pay range assigned to the specific job position. The City Manager~~Administrator~~ may approve higher starting compensation, up to the midpoint of the pay range for the specific job position, as warranted by job qualification and experience and subject to the availability of funds.

5.040. Pay Progression.

Progression within the salary and wage scale for any given position may be based upon recommendation of the City Manager~~Administrator~~ with final approval given by the City Council. In making recommendations, for pay progression or special adjustments, the City Manager~~Administrator~~ shall consider level of responsibility, performance, length of service, market conditions or other factors. Employees may advance through the salary and wage scale at a minimum of a half-percent (.5%) wage increase up to a maximum of a five percent (5%) wage increase per fiscal year as authorized within the City's ~~fiscal year~~ budget and recommend~~ed~~ation by the Department Head ~~employee's supervisor~~. The City Manager~~Administrator~~ ~~shall~~ may approve all recommended salary and wage increases up to five percent (5%). No salary or wage increase above five percent (5%) may be approved without the review and consent of the City Council.

5.050. Meritorious Performance.

The City Council may, in its sole discretion, adopt meritorious performance increase guidelines on an annual basis to provide for employee compensation increases. Such meritorious performance increase guidelines shall be adopted and effective as of the first pay period with a July start date ~~in July of~~ each calendar year and shall be subject to funding in the approved budget. Full-time and part-time employees are eligible to receive a meritorious performance increase, subject to the terms and conditions set forth herein. Temporary or seasonal employees may be eligible at the discretion of the City Manager, within budgetary limits and subject to the terms and conditions set forth herein. Employees who have completed their Probationary Period and who have received a satisfactory or better performance rating for performance related to the last twelve (12) months prior to the rating date shall be eligible to receive a meritorious performance increase. Employees who are still in their Probationary Period may be eligible to receive a meritorious performance increase if they have completed at least six (6) months of their Probationary Period and have received a satisfactory or better performance rating for such Probationary Period. Employees at or above the pay range maximum and employees whose performance is rated less than satisfactory shall not be eligible to receive a meritorious performance increase. A meritorious performance pay increase shall not exceed the maximum range of pay assigned to the specific employee position.

5.060. Longevity Increase.

The City Council may, in its sole discretion, grant a longevity increase not to exceed five percent (5%) of an employee's gross pay to an employee who has been paid at or above the range maximum for a minimum of five (5) years, provided the employee has received a successful or outstanding performance rating in the last year and has been employed by Syracuse City for at least eight (8) years. An employee whose salary exceeds the range maximum is eligible to receive a longevity adjustment no more frequently than every five (5) years after the initial longevity adjustment. Any subsequent longevity increase shall not exceed five percent (5%) of the employee's gross pay. An employee is eligible to receive a maximum of five (5) successive longevity adjustments beyond the range maximum ("Longevity Scale Maximum").

5.070. Cost of Living Adjustments.

The City Council may, in its sole discretion, approve Cost of Living Adjustments ("COLA") to employee salaries and/or compensation plans or schedules. COLA increases may increase the employee's salary range maximum or the position pay range.

5.080. Position Adjustments.

(a) Promotions. The City Manager~~Administrator~~ may approve higher starting compensation for an employee receiving a promotion if the new salary minimum pay is less than what the employee was receiving in his or her previous position. Promotions include an upward movement in the position that significantly increases the employee's responsibilities and/or supervisory duties. An employee who is promoted will receive an increase to the minimum wage of the entering wage scale, or a seven and a half percent (7.5%) increase, whichever is greater.

(b) Reassignment or Transfer. Except when due to a demotion or other disciplinary action, an employee who is reassigned or transferred to another position shall be paid at least the same salary received prior to reassignment or transfer.

(c) Reclassification. If the City reclassifies a position to a higher level, the incumbent's salary shall be adjusted to at least the minimum of the new range and may give a salary increase, based upon increased responsibility. If the City reclassifies a position to a lower level, the incumbent's salary shall remain the same. If the incumbent's salary exceeds the maximum of the new range, the incumbent is ineligible to receive a salary increase until the salary range or longevity scale increases to incorporate the incumbent's pay rate. An employee is ineligible to receive COLA increases until the salary range increases.

(d) Advancements. Advancements includes movement to a higher position due to improved skill, knowledge, or capability, but does not significantly increase the employee's responsibilities and/or supervisory duties. An employee who advances to a higher position will receive an increase to the minimum wage of the entering pay scale, or a three and a half percent (3.5%) increase, whichever is greater. The wage increase becomes effective immediately, pending budget constraints, or at a minimum on the first pay period with a July start date following the advancement. The employee is still eligible for a retention bonus or merit increase.

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5.090. Overtime.

~~Management~~ The City Manager and/or Department Heads may direct an employee to work overtime. Each department shall develop internal rules and procedures to ensure overtime usage is efficient and economical. These policies and procedures shall include:

a. Prior ~~supervisory~~ City Manager and/or Department Head approval for all overtime worked;

b. Recordkeeping guidelines for all overtime worked;

c. Verification of sufficient funds in the budget to compensate for overtime worked.

Overtime compensation standards are identified for each job title as either ~~FLSA~~ nonexempt or ~~FLSA~~ exempt.

(a) Eligibility. Except as otherwise provided herein for limited compensatory time, ~~FLSA~~ Exempt employees, as defined in Chapter 4, are not entitled to overtime compensation. Although working extra hours beyond the scheduled workweek may be recognized through compensatory time off for extra hours worked.

~~FLSA~~ Non-Exempt employees, as defined in Chapter 4, are entitled to overtime compensation in accordance with the terms and conditions set forth in this section.

(b) Authorization. Overtime hours of ~~work for FLSA Non-Exempt~~ all employees shall be pre-approved by the ~~-~~City Manager and/or Department Heads.~~y Administrator and/or department heads.~~ Overtime hours shall be authorized for personnel only when absolutely necessary to provide required services or to complete a required project. Every effort should be made by the City Manager~~Administrator,~~ and ~~d~~Department ~~H~~heads ~~and/or supervisors~~ to keep overtime hours to a minimum. Any ~~FLSA Non-Exempt~~ employee who works unauthorized overtime may be disciplined.

(c) ~~(c)~~ Overtime Hours. ~~An FLSA Non-Exempt employee may not work more than forty (40) hours a week without prior approval of his/her department head, supervisor or the City Administrator~~.

i. Non-Exempt Employees. Overtime shall be paid when the employee actually works more than forty (40) hours per work week. Holiday, sick, vacation, compensatory time, or time off shall not be considered hours worked for purposes of calculating overtime compensation. Hours worked over two or more weeks may not be averaged.

ii. Exempt Employees. For each hour of approved overtime worked in excess of forty (40) hours per work week, an exempt employee shall accrue an hour of compensatory time. Such compensatory time for exempt employees is not required under the FLSA, and shall be considered herein as non-FLSA compensatory time or limited compensatory time.

iii. Law Enforcement Employees. Overtime shall be paid when the employee actually works more than eighty-six (86) hours per 14 day work period. Holiday, sick, vacation, compensatory time, or time off shall not be considered hours

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worked for purposes of calculating overtime compensation. Employee's performing bona fide public safety services must meet the following criteria in order to be considered for overtime compensation

1. Be a uniformed or plainclothes sworn officer;
2. Be empowered by local ordinance to enforce laws designed to maintain public peace and order, to protect life and property from accident or willful injury, and to prevent and detect crimes;
3. Have the power to arrest;
4. Be POST cerified; and
5. Perform over eighty percent (80%) law enforcement duties.

iv. Fire Protection Employees. Overtime shall be paid when the employee actually works more than one hundred and six (106) hours per 14 day work period. Holiday, sick, vacation, compensatory time, or time off shall not be considered hours worked for purposes of calculating overtime compensation.

~~Overtime shall accrue when the employee actually works more than forty (40) hours per week. Holiday, sick, vacation, compensatory time, or time off shall not be considered hours worked for purposes of calculating overtime compensation. Hours worked over two or more weeks may not be averaged with the exception of public safety and fire protection employees.~~

~~An FLSA Exempt employee may not work more than forty-five (45) hours per week without prior approval of his/her supervisor or the City Administrator. For each hour of approved overtime worked in excess of 45 hours per week, an FLSA Exempt employee shall accrue an hour of compensatory time. Such compensatory time for FLSA Exempt employees is not required under the FLSA, and shall be considered herein as non-FLSA compensatory time or limited compensatory time.~~

(d) Overtime Compensation Rate. ~~FLSA~~ All ~~Non-Exempt~~ employees shall be paid overtime compensation at the rate of time-and-one-half the employee's regular rate of pay for all overtime hours worked. ~~in excess of the forty (40) hour work week~~. ~~The cash p~~ Payments for overtime shall be issued on the regularly scheduled pay day for the work period in which it was earned. Employees may be granted compensatory time off in lieu of overtime compensation in accordance with the provisions of the FLSA.

~~FLSA~~ Exempt employees may be granted limited compensatory time off at the straight time rate for all hours worked in excess of forty (40)~~45~~ hours per week. FLSA Exempt employees shall not be paid cash for any overtime hours worked unless an exception is made by the City Manager~~Administrator~~.

~~(e) Time Reporting. FLSA Non-Exempt and FLSA Exempt employees shall complete and sign a biweekly time record that accurately reflects the hours actually worked to include approved and unapproved overtime, on-call time, stand-by time, approved leave time (holiday, sick, vacation, compensatory time, etc.), and meal periods of public safety employees who are on duty for more than 24 consecutive hours. An employee who fails to accurately record time may be disciplined. An employee who works unapproved overtime may also be disciplined.~~

~~(f) Public Safety Employees. In accordance with the Fair Labor Standards Act (FLSA) guidelines, public safety employees shall follow the maximum work hour threshold of 86 hours in a work period of 14 consecutive days to determine when overtime compensation is granted. Employees performing bona fide public safety services must meet the following criteria in order to be considered for overtime compensation:~~

~~i. be a uniformed plainclothes sworn officer;~~

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ii. be empowered by local ordinance to enforce laws designed to maintain public peace and order, to protect life and property from accident or willful injury, and to prevent and detect crimes;

ii. have the power to arrest;

iv. be POST certified; and

v. perform over 80% law enforcement duties.

(g) Fire Protection Employees. In accordance with the Fair Labor Standards Act (FLSA) guidelines, fire protection employees shall follow the maximum work hour threshold based on two 92 hour 14 day pay periods and four, 106 hour 14 day pay periods of 106 hours in a work period of 14 consecutive days to determine when overtime compensation is granted. This is a continuous six cycle pay period.

5.100. Compensatory Time.

(a) Election. Form. FLSA Non-Exempt employees may elect to receive compensatory time off in lieu of overtime payment in cash. FLSA Non-Exempt Employees desiring to obtain compensatory time off in lieu of overtime payment in cash shall note on their timecard. file an Overtime Compensation Election Form with the City prior to performing work eligible for compensatory time.

(b) Accrual Limit. FLSA Non-Exempt employees shall accrue compensatory time at one and one half hours of compensatory time for each hour of overtime worked. Employees who have elected to receive compensatory time in lieu of overtime payment in cash may accrue up to eighty (80) hours of compensatory time off; provided,Fire protection employees working 24-hour shifts may accrue one hundred and twelve (112)ninety-six (96) hours of compensatory time off. Once an employee reaches the maximum, additional overtime shall be paid in cash on the payday for the period in which it was earned. Employees may request use of compensatory time off in accordance with the leave procedures set forth herein. Only with prior approval of the City ManagerAdministrator, may compensatory time accrue up to 240 hours for regular employees or up to 480 hours for Law Enforcement and Fire Protection employees. peace or correctional officers, emergency or seasonal employees. Once an employee reaches the maximum, additional overtime shall be paid on the payday for the period in which it was earned.

If an FLSA a Non-Exempt employee's status changes to Exempt, that employee's compensatory time earned while in Non-Exempt status shall be paid out at the current rate of pay before the transfer tooktakes place.

FLSA Exempt employees may be granted compensatory time off at the straight time rate for all hours worked (including any hours worked on a holiday) in excess of forty (40)45 hours per week. For each hour of overtime worked over forty (40) 45 hours, an FLSA Exempt employee shall accrue an hour of compensatory time. FLSA Exempt employees may accrue up to eighty (80) hours of compensatory time off. Leave and holiday time taken within the work period may not count as hours worked when calculating compensatory time. Any compensatory time earned by an FLSA Exempt employee is not an entitlement, a benefit, nor a vested right. Any compensatory time earned by an FLSA Exempt employee shall lapse by the first pay period ending in January of each year. Exceptions to the 80 hour maximum may be granted at the discretion of the City Administrator.

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If an FLSA Exempt employees status changes to Non-Exempt, that employee's compensatory time earned while in Exempt status shall lapse if not used by the first pay period ending in January of each year the year after the transfer takes place. Exceptions may be granted at the discretion of the City ManagerAdministrator.

(c) Use and Rate. Agency management Department Heads and/or the City Manager shall arrange for an employee's use of compensatory time as soon as possible without unduly disrupting agency operations or endangering public health, safety or property. Compensatory time balances for an FLSA Non-Exempt employee shall be paid down to zero in the same pay period that the employee is transferred from one agency to a different agency, promoted, reclassified, reassigned or transferred to an FLSA Exempt position. Payments for compensatory time off shall be paid at the employee's regular rate of pay at the time the employee receives such payment.

Exceptions to this overtime compensation policy may be granted by the City Manager, in accordance with the rules governing FLSA, by the City Administrator.

5.110. Holiday Pay.

Full-time FLSA Non-Exempt employees who are not engaged in bona fide Law Enforcement and Fire Protection public safety activities services that are requested by their supervisor and/or department head to work on a City-recognized holiday will be compensated at a rate of one and one-half times their hourly wage for each hour worked. This compensation will be in addition to any paid holiday leave provided by the City.

FLSA Exempt employees who work on a City-recognized holiday may be granted compensatory time off at the straight time rate for all hours worked in excess of 45 hours per week.

5.120. On-Call Pay.

Employees who are not engaged in bona fide Law Enforcement and Fire Protection activities and are required to be assigned to on-call status on a rotating basis will be issued a city communication device. Employees who are on-call shall carry a communication device, respond within 15 minutes if contacted, and shall be expected to report to work if deemed necessary. Time responding to a call or reporting to work will be considered as hours worked and shall be recorded in fifteen (15) minute increments on the employee's timecard. Employees who do not respond in a timely manner or do not report to work when deemed necessary may be subject to discipline up to and including termination.

On-call employees shall be paid $20 per day and shall record on-call days on his or her timecard during that pay period.

5.123. Special Programs.

Employees who participate in special programs outside of their regular employment, such as Seat Belt Enforcement, D.U.I. Enforcement, the Metro Narcotics Task Force, Metro SWAT or other program funded by federal or state grants, will be compensated at a their regular rate of pay unless otherwise established by the specific program in which they are participating. Special program hours worked by individuals engaged in bona fide public safety activities who will not be included as hours worked for the purposes of overtime and/or compensatory time as more particularly outlined in Chapter 6.

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5.1~~3~~40. Severance Pay.

(a) Eligibility. Only those individuals employed by the City in department head positions will be eligible for severance pay. Eligible employees will only receive severance pay if they are involuntarily terminated by the City and only in those instances where the involuntary termination was not a "for cause" termination. Department head employees who are involuntarily terminated for cause or who voluntarily terminate their employment with Syracuse City will not be eligible for severance pay.

(b). Payment Amount. Severance pay provided will be paid in the form of a lump sum payment to be paid upon termination. The amount of this payment to be provided to eligible employees (refer to 5.130(a)) will be calculated according to the following guidelines:

(1) All department head employees will be eligible for a minimum severance payment amount equal to three (3) months of their salary prior to their termination.

(2) Eligible employees will receive additional severance pay equal to two (2) weeks of their salary prior to termination for each year of employment with Syracuse City up to a maximum severance payment amount equal to four (4) months salary.

CHAPTER 6
PAYROLL ADMINISTRATION

6.010. Work Hours.
6.020. Work Periods.
6.030. Breaks and Lunch Periods.
6.040. Time Keeping.
6.050. Paydays.
6.060. Automatic Payroll Deposits.
6.070. Payroll Deductions and Withholdings.
6.080. Garnishments.
6.090. Reimbursable Expenses.
6.100. Advances.

6.010. Work Hours.

The normal work hours for most employees are eight (8) hours a day, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, including a one (1) hour non-paid lunch period. Employee work hours may vary from this general schedule as directed by the employee's department head or the City Manager~~Administrator~~. Alternative work schedules, such as four ten (10) hour days, may also be approved by the City Manager~~Administrator~~ for various Departments or positions.

6.020. Work Periods.

(a) Regular Employees. The defined work period for employees, other than employees performing bona fide law enforcement and fire protection ~~public safety~~ services, for purposes of calculating overtime hours as set forth in Chapter 5, shall be a seven (7) day work period beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on the following Friday.

(b) ~~Public Safety~~Law Enforcement Employees. The defined work period for all employees performing bona fide ~~public safety~~law enforcement services, for purposes of calculating overtime hours as set forth in Chapter 5, shall be a fourteen (14) day work period beginning at 12:00 a.m. on Saturday and ending fourteen (14) days later on Friday at 11:59 p.m.

(c) Fire Protection Employees. The defined work period for fire protection employees performing bona fide ~~public safety~~fire protection services ~~and working twenty-four (24) hour shifts~~ shall be a fourteen (14) day work period beginning at 12:00 a.m. on Saturday and ending fourteen (14) days later on Friday at 11:59 p.m.

6.030. Breaks and Meal~~Lunch~~ Periods.

Employee break and meal~~lunch~~ periods will be taken at the discretion of their department head to ensure continuity in the flow of work.

(a) Breaks. Employees will receive one (1) paid fifteen (15) minute break during~~for~~ every four (4) hours worked. Break periods can~~not~~ be combined and used to ~~extend or~~ shorten an employee's lunch period with prior approval of the Department Head. ~~work hours or work day.~~ Break periods cannot be used at the beginning or the end of a shift. Employees

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are encouraged to take their breaks when scheduled. However, if an employee chooses to work through his or her paid break, it is their discretion to do so and no extra compensation will be given for the extra time worked.

(b) ~~Lunch~~Meal Period. Full-time employees, other than employees performing bona fide law enforcement and fire protection~~public safety~~ services, may take one (1) one (1) hour unpaid ~~lunch~~ meal period during a standard work day of eight (8) hours. Shorter ~~lunch~~meal periods may be approved by the City Manager~~Administrator~~ for Departments or positions working under an approved alternative work schedule. ~~Unless otherwise approved by the department head, lunch~~Meal periods can~~not~~ be used to extend or shorten an employee's work hours or work day with prior approval of the Department Head. Unpaid meal periods must be uninterrupted and employees must be fully relieved of duties.

(c) Law Enforcement & Fire Protection Employees. Meal Periods for Law Enforcement and Fire Protection employees are defined by each Department Manual and will be paid as hours worked.

(d) Minors. Employees that are 17 years of age and younger must receive a meal break of at least thirty (30) minutes no later than five (5) hours from the beginning of their shift. A paid fifteen (15) minute rest break is also required for every three (3) hour period. Unpaid meal periods must be uninterrupted and employees must be fully relieved of duties.

(e) Nursing Mothers. Employees who are nursing will be provided with reasonable unpaid breaks to express breast milk as frequently as needed for up to one (1) year after the birth of a child. The City will provide a place for the break, other than a bathroom, that is shielded from view and free from intrusion. Employees will not be retaliated against for exercising their rights under this policy. Employees may use their paid fifteen (15) minute break(s) to express breast milk as needed.

6.040. Time Keeping.

Employees shall be responsible for accurately recording their hours of work. Federal and State regulations require the City to keep an accurate record of time worked in order to calculate employee compensation, benefits, taxes and other relevant information. Time worked is time actually spent on the job performing assigned duties. Nonexempt employees shall be required to accurately fill out City-approved time sheets for each day of work. Hours of work shall be recorded in fifteen (15) minute increments. All completed time sheets shall be signed and verified as to accuracy by the employee and submitted to the employee's department head or supervisor for signature and verification. Department heads are responsible for reviewing, verifying ~~and signing employee time sheets~~ and submitting them~~the same~~ to the Human Resources Department no later than 9:00 a.m. on the Monday following the completion of the pay period.~~relevant work period as defined in Section 6.020.~~

a) Time Reporting. All employees shall complete and sign a biweekly time record that accurately reflects the hours actually worked to include approved and unapproved overtime, on-call time, approved leave time (holiday, sick, vacation, compensatory time, etc.). An employee who fails to accurately record time may be disciplined.

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6.050. Pay Days.

(a) Bi-Weekly. The pay period for City employees is two (2) work weeks as defined in Section 6.020. Employees are paid bi-weekly on every other Friday following the previous pay period.

(b) Stipend. Certain employees may be paid by stipend as approved by the City Council. Stipend employees are paid monthly on the second pay period of each month.

6.060. Automatic Payroll Deposits.

It is 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. ~~Printed remuneration statements~~Paystubs will be e-mailed ~~provided~~ to the employee on or before the -payday~~s~~. Except in the case of compelling circumstances as determined by the City, employee paystubs ~~remuneration statements~~ will not be given to anyone other than the employee. Upon ~~proper, advance notice, and with~~ written request, permission and release from the employee, the City may release a copy of the employee's ~~remuneration~~ paystub to the person designated by the employee.

6.070. Payroll Deductions and Withholdings.

The law requires the City to make certain deductions from employee's compensation. Among these are Federal and State income taxes, social security taxes, and medicare taxes, as applicable. All employees shall complete and keep accurate a W-4 form designating various status and withholding requirements. City authorized ~~V~~voluntary pay deductions may also be made at the written direction of the employee. ~~, such as health insurance premiums, life insurance premiums, and employee retirement contributions.~~

6.080. Garnishments.

An employee's pay shall be subject to attachment, garnishment and execution under such rights, remedies and procedures provided by law. Garnishments are court-ordered pay deductions that must be taken out of an employee's pay by the City and forwarded to another party who is authorized to receive them.

6.090. Reimbursable Expenses.

With prior approval from the department head, legitimate expenses will be reimbursed by the City to the employee. Receipts are required to reimburse the employee. Reimbursement may be in the form of petty cash, direct depost ~~an addition to a paycheck~~ or a separate check. Records must be kept reflecting the amount of reimbursement each employee has received. Reimbursement for travel and seminars shall be provided in accordance with Chapter 17.

6.100. Advances.

The City does not make pay advances to employees.

CHAPTER 7
BENEFITS

7.010 Disclaimer.
7.020. Eligibility.
7.030 Medical, Dental and Vision Insurance.
7.040. Life Insurance.
7.050. Long-Term Disability Insurance.
7.060. Accidental Death and Dismemberment Insurance.
7.070. Retirement Program.
7.080. Social Security.
7.090. COBRA Coverage.
7.100. Health Savings Account & Flex Spending Account.
7.110. Employee Assistance Program.
7.120. Community~~Recreation~~ Center Membership.
7.130. Health and Wellness.
7.1~~1~~40. Termination.

7.010. Disclaimer.

The following provisions briefly describe the City's employee benefits. The City reserves the right to modify or eliminate any employee benefits at any time and for any reason, as permitted by law. For more complete information regarding any of these benefit programs, employees may contact the Human Resources Specialist~~Director~~ or the City Manager~~ Administrator~~.

7.020. Eligibility.

(a) Full-Time Employees. ~~Qualifying f~~Full-time employees, as defined in Chapter 4, shall be eligible for participation in all of the employee benefits outlined in this Chapter.

(b) Part-Time Employees. Part-time employees, as defined in Chapter 4, are not eligible to participate in the employee benefits except as otherwise provided herein or required by law.

(d) Seasonal Employees. Seasonal employees, as defined in Chapter 4, are not eligible to participate in the employee benefits except as otherwise provided herein or required by law.

(e) Temporary Employees. Temporary employees, as defined in Chapter 4, are not eligible to participate in the employee benefits except as otherwise provided herein or required by law.

(~~c~~e) Suspended Employee. An employee suspended for disciplinary action reasons shall continue to be eligible for participation in employee benefits as he or she was otherwise qualified for prior to such disciplinary action.

7.030 Medical, Dental and Vision Insurance.

(a) Participation. ~~Qualifying f~~Full-time have the option to participate in the medical, dental and vision insurance plans offered by the City. ~~Qualifying n~~New employees may begin coverage at the beginning of the month following the month in which they were hired. ~~Qualifying e~~Employees may only

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make changes to their insurance elections on an annual basis during open enrollment or if they experience a qualifying event.

(b) Premiums. On an annual basis, the City will adopt an insurance premium contribution schedule, including contribution percentages and dollar amounts for both the City and the employee. The premium contribution schedule will be based on the City's financial situation for the upcoming fiscal year.

(c) Leave of Absence. If an employee is on an unpaid leave of absence, that employee will be responsible for making any applicable employee insurance premium payments. Payments for applicable insurance premiums will need to be made on a bi-weekly basis according to the City's pay schedule so as to coincide with the date(s) the premiums would have normally been withheld from the employees pay check.

7.040. Life Insurance.

(a) Basic Life Insurance. A basic life insurance policy is provided by Syracuse City for each ~~qualifying~~ full-time employee, as well as their eligible dependents~~immediate family members~~, at no cost to the employee. This policy will include coverage in the amounts approved by the City Council.

(b) Optional~~Supplemental~~ Life Insurance. ~~Qualifying f~~Full-time employees have the option to enroll in additional life insurance coverage, beyond that provided by Syracuse City, as described in their benefits enrollment packet. Employees will be responsible for any additional premiums associated with optional~~supplemental~~ life insurance elections. Additional premiums, if any, will be deducted through payroll deductions.

7.050. Long-Term Disability Insurance.

The City participates in a long term disability program in accordance with *Utah Code Ann.*' 49-9-101, *et seq*., as amended.

7.060. Accidental Death and Dismemberment Insurance.

A basic accidental death and dismemberment policy is provided by Syracuse City for each ~~qualifying~~ full-time employee. The policy will include coverage in the amounts approved by the City Council. Employees may, at their discretion, purchase additional accidental death and dismemberment coverage. Additional premiums, if any, will be deducted through payroll deduction.~~.~~

7.070. Retirement Program.

(a) ~~(a)~~ Non-Contributory Retirement System. The City is a member of the Utah ~~State~~ Retirement Systems ("URS"). Participation and administration of the system shall be conducted in accordance with State statutes and regulations regarding the same. No employee shall be exempt from such system unless permitted by law and approved by the City Council. Eligible police officers will be enrolled in the URS Public Safety Retirement System. Eligible fire department employees will be enrolled in the URS Firefighters Retirement System. The City will be responsible for all required contributions associated with enrollment in these respective retirement systems.

(b) Exemption from Non-Contributory Retirement System. The following positions are eligible for exemption out of the Non-Contributory Retirement System subject to approval

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by the City Council: City Manager, City Recorder, Community and Economic Development Director, Finance Director, Fire Chief, IT Director, Parks and Recreation Director, Police Chief, Public Works Director, and any elected official who is qualified to participate in URS. The City will contribute an amount equal to the URS contribution rate into the exempted employee's qualified 401(k) plan account. New employees starting on or after July 1, 2011 are not allowed to exempt out of the URS retirement in accordance with state law.

(c) Deferred Compensation Plan. Eligible employees shall be allowed to contribute to the deferred compensation plans provided by the Utah Retirement Systems. The City may match, dollar for dollar, up to four percent (4%) of an employee's base wages that the employee contributes to his or her deferred compensation plan(s) for qualifying and eligible employees. Such City contributions shall not exceed a total of four percent (4%) of the employee's base wages and shall be contributed directly into a 401(k) plan account. The determination as to whether or not the City will match deferred compensation contributions will be based on the availability of funds and will be re-evaluated on an "as needed" basis.

(d) Elected and Appointed Officials. For purposes of Utah Retirement Systems (URS) coverage, the City classifies all elected officials as Part-Time. The City classifies appointed Board of Adjustment members, Planning Commission members, and Judge as Part-Time and appointed City Recorder, Treasurer and Police Chief as Full-Time. Eligibility for retirement coverage under URS shall be administered in accordance with the statutory rules governing URS.

~~(b) Deferred Compensation Plan. Qualified and eligible employees shall be allowed to contribute to the 401(k) or 457 deferred compensation plans provided by the Utah State Retirement System. The City may match, dollar for dollar, up to four percent (4%) of an employee's base wages that the employee contributes to his or her 401(k) or 457 deferred compensation plan for qualifying and eligible employees. Such City contributions shall not exceed a total of four percent (4%) of the employee's base wages and shall be contributed directly into a 401(k) plan account. The determination as to whether or not the City will match deferred compensation contributions will be based on the availability of funds and will be re-evaluated on an "as needed" basis.~~

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7.080. Social Security.

All employees of the City are covered by the Old Age, Survivors, and Disability Insurance ("OASDI") and Social Security program as administered by the Federal Government. This is a system of retirement benefits based on ~~equal~~ employer and employee contributions to public insurance reserves. This is a mandatory Federal program and no guarantee of payment or any benefits under such program is implied by this reference.

7.090. COBRA Coverage.

Employees whose employment with Syracuse City is either voluntarily or involuntarily terminated ~~and who have been employed with the City for at least six (6) months prior to their termination~~ will be eligible for continuation of benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").

7.100. Health Savings Account and Flex Spending Account.

A Health Savings Account (HSA) and a Flex Spending Account (FSA), which are taxed-advantaged financial accounts to help employees pay for out-of-pocket medical and child care expenses are made available to Full-Time or benefitted employees of the City. The City may front load a specified contribution amount into eligible employees' HSA account. New hires may be eligible to receive a pro-rated HSA contribution from the City. The determination as to whether or not the City will contribute to HSA accounts will be based on the availability of funds and will be re-evaluated on an "as needed" basis.

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7.110. Employee Assistance Program.

The City provides an Employee Assistance Program (EAP) where employees and family members living in the same household may receive professional counseling in legal, martial, financial, alcohol, or drug related problems. The counseling is completely confidential.

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7.120. ~~Recreation~~Community Center Membership.

All Full-Time employees of the City are eligible to receive a family membership to the Syracuse City ~~Recreation~~Community Center at no cost. Only immediate family members living in the same household of the employee may be included in this membership.

7.130.~~10.~~Health and Wellness.

In order to promote good health, Full-Time employees are eligible to participate in a fitness activity for up to thirty (30) minutes per regularly scheduled work day, unless authorized by the department head for longer duration, but in no case shall exceed ninety (90) minutes per week. This time must be authorized by the department head and shall not interfere with matters of business. Health and wellness time shall not be considered hours worked for purposes of calculating overtime compensation.

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7.140. Termination.

Except as otherwise required by law, such as for COBRA continuation of insurance coverage, when an employee is terminated from employment with the City, the City will cease making contributions to the employee's insurance or other benefit plans and no additional continuation of benefit options will be extended to the terminated employee regardless of the nature of their termination.

CHAPTER 8
LEAVE

8.010. Paid Leave.
8.020. Leave Without Pay.
8.030. Leave Procedures.
8.040. Leave Procedures Exceptions.
8.050. Unauthorized Absence.
8.060. ~~Annual~~ Vacation Leave.
8.070. Sick Leave.
8.080. Holiday Leave.
8.090. Family and Medical Leave.
8.100. Military Leave.
8.110 Jury Duty Leave.
8.120. Injury Leave.
8.130. Funeral Leave.
8.140. Administrative Leave.

8.010. Paid Leave.

Full-time employees are entitled to ~~annual~~ vacation leave, sick leave and other paid leave as may be established by the City. Except as required by law or as otherwise expressly provided for herein, part-time and temporary or seasonal employees are not entitled to accrue or receive ~~annual~~ vacation leave, sick leave or other paid leave.

8.020. Leave Without Pay.

Employees may be granted leave without pay under certain circumstances in accordance with the procedures set forth herein. Full-Time employees that accrue paid leave must exhaust all accrued paid leave options ~~In~~ in order to be eligible for leave without pay. ~~an employee must have exhausted all accrued paid leave options.~~ Unless otherwise provided by law, such as military or family and medical leave, leave without pay is a privilege and not a right. An employee is considered to be in leave without pay status when they do not work the number of hours required by their regular schedule and are unable to substitute any unworked hours with accrued paid leave. Leave without pay shall not constitute a break in service. Full-Time ~~E~~employees shall not be entitled to the accrual of any ~~annual~~ vacation leave, ~~or~~ sick leave, or holiday leave during the period of leave without pay, but shall be entitled to life insurance, group health insurance, and seniority entitlement as required by law. To the extent permitted by law, ~~the~~ Full-Time employees may be required to pay for continuation of insurance benefits while in leave without pay status.

(a) Full-Time Employees. The Department Head may pre-approve leave without pay for up to fourteen (14) calendar days. Requests for leave without pay in excess of fourteen (14) calendar days up to thirty (30) calendar days must be pre-approved by the Department Head and the City Manager.~~Administrator may approve an unpaid leave of absence for up to thirty (30) days.~~ Requests for ~~unpaid leaves of absence~~leave without pay in excess of thirty (30) calendar days must be pre-approved by the City Council.

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(b) Part-Time Employees. The Department Head may pre-approve leave without pay for up to thirty (30) calendar days. Requests for leave without pay in excess of thirty (30) calendar days must be pre-approved by the City Manager.

(c) Seasonal and Temporary Employees. The Department Head may pre-approve leave without pay for up to two (2) consecutive weeks. Seasonal and Temporary employees are not eligible for leaves without pay greater than two (2) consecutive weeks.

Leave without pay may be granted for reasons deemed appropriate by the Department Head, City Manager~~Administrator~~ or City Council, as applicable. Employees are expected to apply for leave without pay in advance and in writing setting forth the grounds for the leave.

8.030. Leave Procedures.

(a) Leave Requests ~~Form.~~ Except as provided in Sections 8.040, employees desiring leave, whether paid or unpaid, shall request leave~~file an Employee Leave Request Form~~ with his or her department head. Failure to schedule non-emergency leave in advance may result in disapproval of the leave and/or disciplinary action if the leave is required to be taken.

(b) Approval. The department head shall approve or deny Employee Leave Requests at his or her discretion, except as otherwise provided herein. Leave approval may be delegated to supervisors as deemed appropriate by each department head. ~~Any approved Employee Leave Request shall be signed by the department head, or supervisor as applicable, stating any special provisions or conditions for the leave.~~ Any Employee Leave Request exceeding fourteen (14) calendar days for Full-Time employees and exceeding thirty (30) calendar days for Part-Time employees~~for paid leave exceeding thirty (30) days~~ requires approval from the City Manager~~Administrator~~. Any ~~Employee~~ Leave Request for paid leave exceeding one hundred eighty (180) days requires approval from the City Council. Any leave which qualifies or may qualify as Family Medical Leave must be reported to the City Manager~~Administrator~~ and the Human Resources Specialist~~Director~~ to ensure that the appropriate notice and records are maintained for such leave. Any department head desiring leave shall consult with the City Manager~~Administrator~~ prior to scheduling such leave to ensure that proper measures have been or will be taken to provide for the proper and efficient functioning of the Department during the department head's absence. In no event shall an employee be allowed to use more paid leave than he or she has accrued. City Manager taking leave of one (1) full working day or greater shall consult with the Mayor and notify department heads and may select an individual employee to manage administrative functions during the absence.

(c) Status. Employees are responsible for keeping his or her supervisor notified on a daily basis, if necessary, of the anticipated return date from leave. For sick leave in excess of three (3) consecutive working days, or two (2) consecutive twenty-four (24) hour fire department duty shifts, or if abuse or excessive use of sick leave is indicated, the department head or the Human Resources Specialist~~Director~~ may require a certificate from the employee's physician verifying the employee's illness, stating that such illness prevented or prevents the employee from working, and describing its expected duration. The department head or Human Resources Specialist~~Director~~ may also request official documentation of any absence, such as, but not limited to, military leave or jury duty.

(d) Compensation. Employees shall be compensated for paid leave at his or her regular rate of pay.

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(e) Records. All paid leave shall be documented on the employee's timecard.~~The original Employee Leave Request Form shall be maintained with the employee's personnel records.~~

8.040. Leave Procedures Exceptions.

Exceptions to the leave procedures set forth in Section 8.030 shall be made in the following instances:

(a) Absence due to Illness. In the event an employee is absent due to illness, the request for leave may be handled by a ~~telephone~~phone, text or email ~~report~~ to his or her supervisor or department head. In the event the supervisor or department head is not available, the employee may notify the City Manager~~Administrator~~. If a department head is absent due to illness, the department head shall notify the City Manager~~Administrator~~ of such absence. Such notice shall be given ~~as soon as practical, but~~ no later than ~~one (1) hour after~~ normal starting time on each day of the absence unless circumstances surrounding the absence make such notification impossible. The department head, supervisor or City Manager shall respond to the employee to confirm the receipt of absence notification.

(b) Family Accident, Medical or Other Emergency. In the event there is a family emergency or accident where the presence of the employee is required, the employee may take the appropriate leave after notifying his or her supervisor or department head unless circumstances surrounding the absence make such notification impossible. In the event the supervisor or department head is not available, the employee may notify the Human Resources Specialist~~Director~~ or the City Manager unless circumstances surrounding the absence make such notification impossible. Such notice shall be given as soon as practical of the emergency.

8.050. Unauthorized Absence.

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

(b) Any employee who is absent for three (3) or more consecutive work days, or two (2) scheduled shifts for fire fighters, without authorized leave shall be deemed to have voluntarily resigned his or her position and employment without notice.

8.060. ~~Annual~~ Vacation Leave.

(a) Eligibility. Full-time employees are eligible to accrue ~~annual~~ vacation leave in accordance with his or her tenure of employment at the rates set forth herein and are eligible to use accrued vacation leave. Except as otherwise expressly provided herein, part-time and temporary or seasonal employees are not eligible to accrue ~~annual~~ vacation leave. ~~Annual v~~Vacation leave shall not accrue if an employee ~~is/~~was in leave without pay status for any portion of the ~~preceeding~~ fourteen (14) day pay period.

(b) Employee Accrual Rates. Eligible employees shall accrue ~~annual~~ vacation leave at the following rates:

(1) From effective starting date through three (3) years of service, 3.08 hours of ~~annual~~ vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 10 days per year), except that fire fighters working 24-hour shifts shall accrue 4.30 hours of vacation leave upon the completion of each fourteen (14) day pay period.

(2) From four (4) years through nine (9) years of service, 3.69 hours of ~~annual~~ vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 12 days per year), except that fire fighters working 24-hour shifts shall accrue 5.16 hours of vacation leave upon completion of each fourteen (14) day pay period.

(3) From ten (10) years through fourteen (14) years of service, 4.61 hours of ~~annual~~ vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 15 days per year), except that fire fighters working 24-hour shifts shall accrue 6.46 hours of vacation leave upon completion of each fourteen (14) day pay period.

(4) For over fifteen (15) years of service, 6.15 hours of ~~annual~~ vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 20 days per year), except that fire fighters working 24-hour shifts shall accrue 8.61 hours of vacation leave upon completion of each fourteen (14) day pay period.

(c) ~~(c)~~ Accumulation. Employees can accumulate and carry forward ~~to the next calendar year~~ a maximum of two hundred forty (240) hours of ~~annual~~ vacation leave, except that fire fighters working 24-hour shifts shall be allowed to accumulate and carry forward ~~accrue~~ up to three hundred thirty-six (336) hours of ~~annual~~ vacation leave. Any unused accumulated~~accrued annual~~ vacation leave hours in excess of two hundred forty (240) hours, or three hundred thirty-six (336) hours for full-time fire fighters, as applicable, will be forfeited on the employee's anniversary date each year. The employee's anniversary date is their Full-Time hire date. ~~at the end of the last pay period in each calendar year~~.

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(d) ~~(d)~~ Utilization. Employees may use up to a maximum of fourteen (14) calendar days of vacation leave as approved by their department head. Any leave greater than fourteen (14) calendar days must be pre-approved by the City Manager

(e) Scheduling. Vacation leave is intended to benefit the employee and employees are encouraged to take such leave in the year in which it is earned. In order to accommodate the efficient management of the City, vacation leave must be scheduled with ~~filed in writing to~~ the employee's department head, or his or her designee, in accordance with the employee leave request procedures set forth herein. All ~~annual~~ vacation leave requests should be submitted by the employee a reasonable time in advance of the desired time off to his or her department head. The City will try to honor employees' requested vacation dates, but retains the right to determine final scheduling order or to change the vacation schedules according to the needs of the City. When necessary due to vacation requests for the same time period, ~~annual~~ vacation leave will be granted in the order of the employee leave requests ~~filed~~ in accordance with these policies. Department heads are expected to establish yearly vacation schedules to provide efficient management of the City.

~~(e) Miscellaneous. A paid holiday which occurs during annual vacation leave will not be charged as a vacation day.~~

(f) ~~(f)~~ Termination or Change in Status. Upon termination of employment with the City, eligible employees shall be paid ~~entitled to cash in lieu~~ for unused ~~annual~~ vacation leave at his or her regular rate of pay on the following payday~~at the date of termination~~. Employees who transition from full-time employment to part-time employment with the City, shall be paid~~entitled to cash in lieu for~~ unused ~~annual~~ vacation leave at his or her regular rate of pay on the following payday. ~~at the date of change in status from full-time to part-time.~~

(g) Cash Out. Employees may choose to cash out vacation leave up to a specified amount as provided in Chapter 17 for reimbursement of emergency preparedness costs. See Chapter 17 for additional information.

8.070. Sick Leave.

The City provides eligible employees with paid sick leave each year to cover approved absences due to illness or other approved reasons as designated herein.

(a) Eligibility. Full-time employees ~~and fire fighters working 24-hour shifts~~ are eligible to accrue sick leave in accordance with the accrual rates set forth herein. ~~Except as otherwise expressly provided herein, part-time and temporary or seasonal employees are not eligible to accrue or receive sick leave.~~

(b) Accrual. Full-time employees shall accrue sick leave at the rate of 3.69 hours upon completion of each fourteen (14) day pay period (approximately 12 days per year), except for fire fighters working 24-hour shifts shall accrue sick leave at the rate of 5.16 hours upon completion of each fourteen (14) day pay period. Employees will begin to accrue sick leave immediately upon being hired by the City. Sick leave shall not accrue if an employee ~~is~~was on leave without pay status for any portion of the 14 day pay period.

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(c) Accumulation. Employees can accumulate~~accrue~~ and carry forward ~~to the next calendar year~~ a maximum of one thousand and forty (1,040) hours of sick leave, except that fire fighters working 24-hour shifts shall be allowed to accrue up to one thousand four hundred and fifty six (1,456) hours of sick leave. Any unused accrued sick leave in excess of one thousand and forty (1,040) hours, or one thousand and four hundred and fifty six (1,456) hours for full-time fire fighters, as applicable, will be forfeited on the employee's anniversary date each year. The employee's anniversary date is their Full-Time hire date. ~~at the end of the last pay period in each calendar year~~.

(d) Utilization. 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. For purposes of this Section, immediate family member shall include the employee's legal or common law spouse, child, foster child, step-child, brother, brother-in-law, sister, sister-in-law, parent, step parent, mother-in-law, father-in-law, grandparent, spouse's grandparents, daughter-in-law, son-in-law, or grandchild. Sick leave may be used when the employee is unable to perform regular duties due to illness or disability of the employee or an immediate family member or for visits to the hospital, clinics, doctor's office, or dentist's office for diagnosis or treatment of illness, injury or examination of the employee or an immediate family member. In no event shall employees perform any work of any kind for compensation for any public or private entity or person (including for him or herself) during any period for which sick leave payments are being received from the City, without prior written approval from the City Manager. In no event shall employees be allowed to use more sick leave than he or she has accrued. Any absence for illness beyond accrued sick leave will result in the employee being carried on ~~annual~~ vacation leave status to the extent accrued ~~annual~~ vacation leave is available, and thereafter on leave without pay, to the extent approved by the City and/or required by law.

(e) Separation or Change in Status. Except as otherwise provided herein for qualified retirement with URS, an employee who is terminated from employment with the City, voluntarily or involuntarily, shall not be compensated for unused accrued sick leave. An employee who retires, other than retirement due to pending disciplinary action, will be compensated for twenty percent (20%) of his or her unused accrued sick leave. Employee's who transition from full-time employment to part-time employment with the City, shall not be eligible or compensated for unused accrued sick leave. Any unused accrued sick leave shall be forfeited at the date of change in status from full-time to part-time.

(f) Scheduling. Scheduling sick leave is to be done in accordance with the leave procedures set forth in Section 8.030 and 8.040, as applicable.

(g) Cash Out. Employees may choose to cash out sick leave up to specified amount as provided in Chapter 17 for reimbursement of emergency preparedness costs. See Chapter 17 for additional information.

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8.080. Holiday Leave.

Full-time employees not involved in bona fide law enforcement and fire protection ~~public safety~~ activities shall receive eight (8) hours of ~~paid~~ holiday pay~~leave~~ for each of those days defined herein as legal holidays of the City. Full-Time fire fighters working 24-hour shifts shall accrue 5.16 hours of ~~paid~~holiday leave every two (2) weeks in lieu of holiday time off and may accumulate and carry forward ~~to the next calendar year~~ a maximum of one hundred and thirty-four (134) hours of holiday leave. ~~All s~~Sworn police officers shall accrue 3.69 hours of ~~paid~~holiday leave every two (2) weeks in lieu of holiday time off and may accumulate and carry forward ~~to the next calendar year~~ a maximum of ninety-six (96) hours of holiday leave. Any unused, accrued holiday leave in excess of these accrual maximums will be

forfeited on the employee's anniversary date each year. The employee's anniversary date is their Full-Time hire date. ~~at the end of the last pay period in each calendar year.~~ Full-time employees who are in leave without pay status for the work-day before or after the applicable holiday will not be eligible for holiday pay or leave accrual. ~~Additionally, part-time employees and temporary or seasonal employees are not eligible for holiday pay but may be given leave without pay. Holidays occurring during an employee's vacation or sick leave are not counted as vacation or sick days (excluding those employees who are scheduled to work on the holiday and who will be given an alternate day off for the holiday).~~ If any designated holiday falls on a Saturday, the preceding Friday shall be the holiday. If any designated holiday falls on a Sunday, the following Monday shall be the holiday. Designated and observed City holidays are as follows:

(a)	New Year's Day	January 1st
(b)	Martin Luther King Jr. Day~~Human Rights Day~~	3rd Monday in January
(c)	President's ~~Birthd~~Day	3rd Monday in February
(d)	Memorial Day	Last Monday in May
(e)	Independence Day	July 4th
(f)	Pioneer Day	July 24th
(g)	Labor Day	1st Monday in September
(h)	Columbus Day	2nd Monday in October
(i)	Veteran's Day	November 11th
(j)	Thanksgiving Day	4th Thursday in November
(k)	Day after Thanksgiving	4th Friday in November
(l)	Christmas Day	December 25th

8.090. Family and Medical Leave.

(a) Purpose. It is the purpose of this Section to provide guidelines for employees regarding leaves of absence 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. When referred to herein, the term "Act" shall include all federal rules and regulations promulgated pursuant to authority of the Act, including, but not limited to, provisions set forth in 29 C.F.R. Part 825, as amended. The provisions of this Section are also intended to comply with the National Defense Authorization Act, enacted January 28, 2008, as Public Law 110-181, and the amendments to the FMLA adopted therein.

(b) Eligible Employees. Employees eligible for Family and Medical Leave Act leave as provided herein include employees who: (1) have been employed by the City for at least twelve (12) months; and (2) have been employed by the City for at least one thousand two hundred fifty (1,250) hours of service during the 12-month period immediately preceding the commencement of the leave.

(c) Qualifying Reasons for Leave. Eligible employees shall be entitled to FMLA leave for circumstances qualifying for FMLA leave under the Act, which qualifying reasons are summarized as follows:

(1) For the birth of a son or daughter of the employee and to care for the newborn child;

(2) For the placement with the employee of a son or daughter for adoption or foster care and to care for such son or daughter;

(3) To care for the employee's ~~s~~ spouse, son, daughter, or parent with a serious health condition; or

(4) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job;

(5) Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation;

(6) To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

d) Amount of Leave. Except in the case of leave to care for a covered servicemember with a serious injury or illness under Subsection (c)(6), an eligible employee's FMLA leave entitlement is limited to a total of twelve (12) workweeks of leave during any "12-month period," as defined in Subsection (e), for any one or more qualifying reasons. An eligible employee's FMLA leave entitlement is limited to a total of twenty-six (26) workweeks of leave during a "single 12-month period," as defined in Subsection (e), to care for a covered servicemember with a serious injury or illness. During the "single 12-month period," as defined in Subsection (e), an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reasons as more particularly provided in the Act.

(e) Designation of 12-Month Period. Except in cases of leave to care for a covered servicemember with a serious injury or illness under Subsection (c)(6), for purposes of determining the "12-month period" in which the twelve (12) weeks of leave entitlement occurs, the City uses a 12-month "rolling" measurement period also known as the look-back measurement period. ~~measured forward from the date an employee's first FMLA leave begins~~. The 12-Month "rolling" measurement period is measured backward from the date an employee uses any FMLA leave. Under this measurement period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months. In cases of leave to care for a covered servicemember with a serious injury or illness, for purposes of determining the "single 12-month period" in which the twenty-six (26) weeks of leave entitlement occurs, the City is required to use a 12-month period measured forward from the date of an employee's first FMLA leave to care for the covered servicemember begins.

(f) Employee Notice Requirements.

(1) General Notice. Except as otherwise provided in the Act, an employee giving notice of the need for FMLA leave does not need to expressly assert rights under the Act or even mention the FMLA to meet his or her obligation to provide notice, although the employee does need to state a qualifying reason for the needed leave and must otherwise satisfy the notice requirements set for herein.

(2) Customary~~or~~ Leave Procedures. Except as otherwise prohibited by the Act and ~~absent~~ unusual circumstances, employees shall comply with the City's customary notice and procedural requirements for requesting leave as more particularly set forth in Chapter 8 of these Policies and Procedures.

(3) Notice for Foreseeable Leave. An employee must provide the City at least thirty (30) days advance notice before FMLA leave is to begin if the need for the leave is foreseeable. If thirty (30) days' notice is not practicable, notice must be given as soon as practicable. Such notice shall comply with the provisions of 29 C.F.R. § 825.302, as amended.

(4) Notice for Unforeseeable Leave. When the approximate timing of the need for FMLA leave is not foreseeable, the employee must provide notice to the City as soon as practicable under the facts and circumstances of the particular case. Such notice shall comply with the provisions of 29 C.F.R. § 825.302, as amended.

(5) Failure to Comply. When an employee fails to give the required notice as provided herein or as required by the Act, FMLA coverage may be delayed in accordance with applicable provisions of the Act.

(g) Employer Notice Requirements.

(1) General Notice. The City is required to post a notice explaining the Act's provisions and providing information concerning the procedures for filing complaints of the violations of the Act with the Wage and Hour Division. Such notice shall be posted prominently and the text must be large enough to be easily read. In addition, the City shall provide general notice to each employee by including the notice in any employee handbook or other written guidance to employees concerning employee benefits or leave rights. In compliance with these notice requirements, a copy of the Employee Rights and Responsibilities (WH Publication 1420) is attached hereto as Appendix I, and incorporated herein by this reference.

(2) Eligibility Notice. When an employee requests FMLA leave, or when the City acquires knowledge than an employee's leave may be for an FMLA-qualifying reason, the City must notify the employee of the employee's eligibility to take FMLA leave within five (5) business days, ~~absent~~except in extenuating circumstances as provided by the Act. The employee eligibility notice must state whether the employee is eligible for FMLA leave under the terms and provisions of Subsection (b) of this policy and the provisions of 29 C.F.R. § 825.110(a). If the employee is not eligible for FMLA leave, the eligibility notice must state at least one reason why the employee is not eligible, such as the number of hours or months the employee has been employed by the City. Notification of eligibility may be oral or in writing, and, if in writing, may be in the form of the hereto and incorporated by this reference.

(3) Rights and Responsibilities. The City shall provide written notice detailing the specific expectations and obligations of the employee taking FMLA leave and explaining any consequences of failure to meet such obligations in accordance with the provisions of the Act. The rights and responsibilities notice shall be provided to the employee each time the eligibility notice is provided pursuant to Subsection (g)(2). If leave has already begun, the notice should be mailed to the employee's address of record. The rights and responsibilities notice shall include all required information as provided in 29 C.F.R. § 825.300, as amended, and shall be substantially in the form of the Notice of Eligibility and Rights & Responsibilities (Form WH-381) set forth in Appendix J, attached hereto and incorporated herein by this reference.

(4) Designation of Leave. Pursuant to the Act, the City is responsible for designating leave as FMLA-qualifying and for giving notice of the designation to the employee as provided in 29 C.F.R. § 825.300, as amended. Once the City enough information to determine whether the leave is being taken for a FMLA-qualifying reason (e.g. after receiving a certification), or has acquired knowledge that the leave is being taken for a FMLA-qualifying reason, the City must notify the employee whether the leave will be designated and counted as FMLA leave within five (5) business days, ~~absent~~except in extenuating circumstances as provided in the Act. The designation notice must be in writing and shall be substantially in the form of the Designation Notice (Form WH-382) set forth in Appendix K, attached hereto and incorporated herein by this reference.

(h) Certification of Health Care Provider. The City may require the employee to provide certification from a health care provider regarding the necessity of the FMLA leave in accordance with and subject to provisions of the Act, including, but not limited to 29 C.F.R. § 825.305, et. Seq., as amended. Medical certification shall be substantially in the form of the Certification of Health Care Provider for Employee's Serious Health Condition (Form WH-380E), as set for in Appendix L, attached hereto and incorporated herein by this reference, or the Certification of Health Care Provider for F~~R~~amily

Member's Serious Health Condition (Form WH-380F), as set forth in Appendix M, attached hereto and incorporated herein by this reference. Certifications for a qualifying exigency shall be substantially in the form of the Certification of Qualifying Exigency for Military Family Leave (Form WH-384), as set forth in Appendix N, attached hereto and incorporated herein. Certification for FMLA leave taken to care for a covered servicemember with a serious injury or illness shall be substantially in the form of the Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave (Form WH-385), as set forth in Appendix O, attached hereto and incorporated herein

(i) Reporting. The City may require the employee on FMLA leave to report periodically to the City on the employee's status and intent to return to work in accordance with and subject to provisions of the Act, including, but not limited to, 29 C.F.R. § 825.311, as amended.

(j) Fitness for Duty. As a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, it is the City's uniformly-applied policy to require all employees who take leave under such conditions to obtain and present certification from the employee's health care provider that the employee is able to resume work. The City may see fitness-for-duty certification only with regard to the particular health condition that caused the employee's need for FMLA leave. In order to require the fitness-for-duty certification, the City shall provide the employee with a list of essential function of the employee's job with the designation notice provided in Subsection (g)(4). NO second or third opinions on a fitness-for-duty certificate may be required. All fitness-for-duty certifications shall be in accordance with and subject to applicable provisions of the Act, including, but not limited to, 29 C.F.R. § 825.312, et. seq., as amended.

(k) Intermittent Leave. Intermittent leave or reduced schedule leave may be taken under certain circumstances in accordance with and subject to provisions of the Act, including, but not limited to, 29 C.F.R. § 825.202, et. seq., as amended.

(l) Leave Protection.

(1) Compensation. Employees shall be required to use accrued paid vacation and sick leave hours for FMLA leave provided herein to the extent such FMLA leave qualifies as sick leave under provisions of this Chapter. Any leave not covered by previously accrued paid vacation and sick leave shall be permitted as leave without pay in accordance with the provisions set forth herein. To the extent permitted by law, it is the intent of the City that all paid leave substituted for unpaid FMLA leave run concurrently with and be counted as FMLA leave.

(2) Position. Except as otherwise provided in the Act, employees who take FMLA leave shall be entitled, on return from such leave, to be returned to the same position the employee held when the FMLA commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The employee may be denied restoration of his or her position in accordance with and subject to provisions set forth in the Act.

(3) Benefits. The taking of family or medical leave shall not result in the loss of any employment benefits accrued prior to the date on which the leave commenced, other than the required use of vacation and sick leave. An employee's entitlement to benefits other than group health benefits during a period of FMLA leave shall be determined in accordance with the City's policy for providing such benefits for the type of leave taken; i.e. paid or unpaid, as applicable. The City's right to recover costs incurred by the City for non-health plan benefits during FMLA leave shall be determined by applicable provisions of the Act.

(4) Insurance. The City shall maintain coverage for the employee under any "group health plan" during any FMLA leave at the level and under the conditions of coverage the employee would have been provided had the employee had been continuously employed during the FMLA leave period as required by the Act and applicable provisions of COBRA. The employee shall be responsible for any premiums which had been paid by the employee prior to FMLA leave. If FMLA leave is substituted for paid leave, the employee's share of the premiums must be paid by the method normally use during any paid leave, such as payroll deduction. If the FMLA leave is unpaid, the applicable policies for payment by employees on leave without pay will be followed. The City may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee if the employee fails to return to work after the employee's FMLA leave entitlement has been exhausted or expired, unless the reason the employee does not return is due to exemptions set forth in 29 C.F.R. § 825.213, as amended.

(m~~h~~) Records. The City shall make, keep and preserve records pertaining to FMLA leave in accordance with the Act. Access and maintenance of such records shall be subject to the requirements of the Utah Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., as adopted and amended by the City. Documents relating to medical certifications, recertification, fitness for duty or medical histories of employees or employees' family members shall be treated as confidential medical records as per state and federal law.

8.100. Military Leave.

Employees who enter active service in any branch of the armed forces of the State of Utah or of the United States shall be granted a leave of absence from employment with the City during his or her military service to the extent required by State and Federal law, including provisions regarding "Governmental Employees in Military Service," as set forth at *Utah Code Ann*. ' 39-3-1, *et seq*., as amended, and the Uniformed Services Employment and Reemployment Rights Act of 1994, as set forth in 38 U.S.C. §§ 4301, *et seq*., as amended. Military personnel may also be eligible for family leave in accordance with the provisions of the National Defense Authorization Act, Public Law 110-181, and the Family Medical Leave Act of 1993, as amended. Such leave is more particularly described in Section 8.090 of these Policies and Procedures regarding Family and Medical Leave.

8.110. Jury Duty Leave.

The City recognizes the duty of its employees as citizens to serve on juries or as court witnesses. Employees who are required to miss work as a result of being summoned to serve on a jury, or have been subpoenaed to appear as a witness, may be eligible for paid leave during such jury duty and witness periods, less compensation received by the employee for such services, for a period of time not to exceed sixty (60) days. This Section does not apply when an employee appears in court on his or her own behalf, such as a traffic offense or as a party to a lawsuit. Employees appearing in court on behalf of the City in their official capacity shall be paid their regular rate of pay as hours worked in accordance with applicable provisions of the Fair Labor Standards Act.

8.120. Injury Leave.

An employee injured on the job must report the injury in accordance with reporting procedures set forth in Chapter 14. Employees injured during performance of their job duties are covered by Worker's Compensation Insurance as provided by State law and shall be compensated for such leave in accordance therewith.

8.130. Funeral Leave.

Full-Time Employees may be granted up to three (3) days or up to twenty-four (24) hours of paid funeral leave to attend the funeral of the employee's legal or common law spouse, child, step-child, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, parent, mother-in-law, father-in-law, grandparent, spouse's grandparents, daughter-in-law, son-in-law, or grandchild. ~~Approved funeral leave shall be paid leave as provided by the City.~~ If additional time is needed, the employee may use accrued sick or vacation leave with department head approval.

8.140. Administrative Leave.

Employees may be placed on paid administrative leave pending investigation or disciplinary action in accordance with and subject to the provisions set forth in Chapter 22.

CHAPTER 9
EMPLOYEE CONDUCT

9.010. Employee Vision and Mission Statements.
9.020. Public Relations.
9.030. Working Relations.
9.040. Personal Appearance.
9.050. Uniforms.
9.060. Employee Ethics.
9.070. Honesty.
9.080. Confidentiality.
~~9.090. Nepotism.~~
9.090~~100~~. Attendance.
9.100.~~110.~~ Outside Employment.
9.110.~~120.~~ Personal Activities.
9.120~~130.~~ Political Activities.
9.130.~~140.~~ Social Networking
~~9~~.140. Smoking.
9.150. Consensual Romantic Relationships.
9.160. Workplace ~~Harassment and~~ Violence.
9.170. Americans with Disabilities Policy.
9.180. Credit Cards.

9.010. Employee Vision and Mission Statements.

The vision statement for Syracuse City employees, as identified and developed by the employees, is: "*Always setting the standard for providing quality customer service in every aspect of municipal government*." The mission statement for Syracuse City employees, as identified and developed by the employees, is: "*We, the employees of Syracuse City, with citizen involvement, will provide quality municipal services to enhance and simplify the lives of our citizens.*"

9.020. Public Relations.

Syracuse City is a public entity whose purpose, among others, is to provide professional public services to its citizens. Employees are expected to be courteous, cooperative, diplomatic and discrete in dealing with the public (face to face, telephone conversations and written correspondence, including email, text, and voice messages). Employees shall treat all citizens equally and with respect and professionalism. Employees shall not participate in or encourage the use of threatening or offensive conduct or language toward the public. Complaints or concerns expressed by citizens are to be promptly reported or referred to the appropriate supervisor. When an employee is uncertain of the correct response to an inquiry or request from the public, he or she should refer the inquiry to the individual or the department which can provide the most satisfactory response to the inquiry. It is better to admit lack of knowledge than to provide erroneous information.

9.030. Working Relations.

Employees are expected to maintain a productive and supportive working relationship with others in the course of carrying out their responsibilities. They shall also encourage teamwork, support team

efforts, communicate in a constructive manner and exhibit good listening skills. Employees shall be courteous and cooperative with those they work with and consistently treat others equally and with respect and professionalism. Employees shall not participate in or encourage the use of threatening or offensive conduct or language towards other officers or employees and shall avoid cultural, ethnic, racist and sexist remarks.

9.040. 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 ~~and~~ grooming (including facial hair) and to dress in a neat and clean manner. The City's ~~S~~standards of dress are defined as "business casual" for office employees and employees who have regular contact with the public. ~~shall be appropriate to the job and the tasks to be accomplished.~~ Employees in departments that have specific uniform standards shall follow the uniform guidelines set by that department. Additional standards may be adopted by departments. ~~for safety reasons.~~

(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.

(b) Inappropriate Dress. Jeans or denim; t-shirts (except for city logo shirts); halter or spaghetti strap tank top (unless covered by a jacket); tube top; revealing or low-cut clothing or clothing showing bare midriffs; shorts of any kind; miniskirts; sweat suits or other athletic clothing; hats. (see subparagraph (c))

(c) Jeans or denim pants, shorts, hats and tennis shoes may be worn if they are appropriate for the position (Maintenance Worker, Recreation Assistant, etc) or for the job duties of the day. Jeans must not have holes or be frayed.

(d) Body piercing other than earrings should not be visible.

(e) 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 may be sent home and directed to return to work in proper work attire. Time missed because of failure to comply with this policy will not be considered as hours worked. 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.

9.050. Uniforms.

Uniforms or uniform allowance may be provided to personnel of certain departments as

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authorized by the City. Employees in departments that require uniforms must adhere to department uniform standards unless otherwise directed by the department head. Uniforms shall be kept as neat and presentable as working conditions permit.

9.060. Employee Ethics.

All employees are required to adhere to legal, moral and professional standards of conduct, including conflicts of interest, in the fulfillment of their duties with the City and shall demonstrate the highest ideals of honor and integrity in all public and personal relationships to merit the respect, trust and confidence of the public. Employees shall adhere to the provisions of the Municipal Officers' and Employees' Ethics Act, as set forth in *Utah Code Ann*. ' 10-3-1301, *et seq*., as amended The appropriate disclosure statement, as required by the Act, shall be filed with the Mayor when required in accordance with the Act. Employees are encouraged to discuss and raise any questions or concerns regarding public employees' ethical duties with their department head or the Human Resources Specialist~~Director~~ when such questions arise.

9.070. Honesty.

Employees shall be honest in the performance of their duties and responsibilities for the City and in their dealings with the public.

9.080. Confidentiality.

Unauthorized disclosure of privileged, private, and/or confidential information is prohibited and shall be grounds for disciplinary action, up to and including termination.

~~**9.090. Nepotism.**~~

~~It is the policy of the City to comply with the provisions of Title 52, Chapter 3, of the *Utah Code Annotated*, as amended, regarding the prohibition of employment of relatives.~~

9.090.~~100.~~ Attendance.

Regular attendance and punctuality are essential to providing high quality work, service to the public, and to avoid extra work for fellow employees. Employees shall be to work on time and shall perform duties during work hours as provided herein. Employees shall comply with the leave procedures set forth in Chapter 8 when leave is necessary.

9.100.~~110.~~ Outside Employment.

In order to reduce mental and physical fatigue, limit conflicts of interest, and reduce liability insurance expenses, no employee shall be permitted to engage in any outside employment except as provided herein. Any employee desiring to engage in outside employment or has any change in outside employment status must ~~submit a request,~~fill out and submit the Notice of Second Employment form and turn it in~~ in writing,~~ to his or her department head. The department head shall review the request or status change based on the considerations set forth in this Section and make a recommendation to the City Manager~~Administrator~~ regarding the same. The City Manager~~Administrator~~ shall review the request for outside employment and approve or deny the same based on the following considerations:

(a) whether the outside employment will in any way interfere with the employee's ability to

meet the City's work schedule, including reasonable overtime and standby assignments;

(b) whether the outside employment will be directly connected with or contingent upon a representation that the employee is in any way representing the City, either directly or indirectly;

(c) whether the outside employment is consistent and appropriate with the employee's position held with the City; and

(d) whether the outside employment will interfere with the employee's physical, mental, or emotional ability to fully and completely discharge the job duties of his or her City position.

The City Manager~~Administrator~~ shall notify the Human Resources Specialist~~Director~~ of any approved outside employment request and such request and approval shall be retained with the employee's personnel records. The City reserves the right to cancel an approval for outside employment when it is deemed such employment is not in the City's best interest. Any employee engaged in outside employment without prior approval required herein may be subject to discipline up to and including termination. City employees may not use City equipment or uniforms in connection with outside employment, nor may they engage in outside employment while on City time. In no event shall any full-time outside employment be permitted for full-time employees. Employees may not accept other employment which might impair his or her independence of judgment in the performance of his or her public duties as an employee of the City or which might interfere with the ethical performance of such duties.

9.110.~~120.~~ Personal Activities.

Employees shall not perform personal business during working hours and shall not use City owned property in support of outside interests and activities. Employees are to pursue personal and outside activities on the employee's own time away from City facilities and offices. Employees shall arrange for annual leave or compensatory time off in advance to pursue personal and outside interests. Use of City computers, equipment and vehicles shall be limited to and conducted in accordance with applicable provisions of Chapter 18 and Chapter 19.

9.120.~~130.~~ Political Activities.

Employees shall not be coerced to support a political activity. An employee shall not use, discriminate in favor or against any person or applicant for employment based on political activities. Employees shall not engage in political activities during working hours. Employees shall not use City owned equipment, supplies or resources, or other expenses ~~(such as diskettes, paper, computers, access charges, etc.)~~ when engaged in political activities. The City and its public officials are subject to the Political Activities of Public Entities Act, as set forth in *Utah Code Ann*. §§ 20A-11-1201, *et seq*., as amended.

9.130.~~140.~~ 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, excessive use of department equipment to

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access social networking sites, blogs or bulletin boards while on duty is prohibited. 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.

(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 Syracuse 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.

9.140. Smoking.

In compliance with the Utah Indoor Clean Air Act, as set forth in *Utah Code Ann*. §§ 26-38-1, *et seq*., as amended, smoking, including the use of electronic cigarettes, is not permitted in Syracuse City facilities. The City also prohibits smoking and the use of electronic cigarettes in City owned vehicles or while an employee is on-duty.

9.150. Consensual Romantic Relationships.

(a) Background. It is not the City's desire to discourage friendship among employees, however, it is recognized that consensual "romantic" or sexual relationships between supervisors and their subordinates could lead to actual or perceived conflicts of interest, favoritism, or sexual harassment. The purpose of this policy is to protect employees from coercive or hostile relationships that may damage morale and reduce productivity because of bias, favoritism, or harassment.

(b) Relationships between a supervisor and a subordinate:

(1) Consensual "romantic" or sexual relationships between a supervisor and a subordinate are prohibited, as well as any conduct, such as dating, that is designated or may reasonably be expected to lead to the formation of a "romantic" or sexual relationship. Persons should not be hired, promoted, transferred, or otherwise changed into a position where the supervisor and subordinate have had such a relationship within the last two (2) years. Where

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such a relationship existed beyond two (2) years ago, the department head in consultation with the Human Resources Specialist~~Director~~ will review the specific circumstances to determine whether or not to approve the action.

(2) If such a relationship should develop, the supervisor is obligated to promptly disclose the existence of the relationship to the department head and/or the Human Resources Specialist~~Director~~. The employee may make the disclosure as well, but the burden of doing so is upon the supervisor.

(3) The department head should inform the Human Resources Specialist and the City Manager~~Director and~~ In consultation with the Human Resources Specialist and the City Manager others with a need-to-know basis of the existence of the relationship, including the person responsible for the employee's work assignments will be informed. Upon being informed or learning of the existence of such a relationship, the Human Resources Specialist~~Director~~, in consultation with the department head and the City Manager, may take steps that he/she deems appropriate. At a minimum, the subordinate and supervisor will not thereafter be permitted to work together on the same matters (including matters pending at the time disclosure of the relationship is made), and the supervisor must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments, and discipline) that may reward or disadvantage any employee with whom the supervisor has or had had such a relationship. The supervisor may be subject to disciplinary action, up to and including termination.

(4) Any person who believes that he or she has been affected by such a relationship, notwithstanding its disclosure, shall report the matter in accordance with the procedures set forth in Chapter 10 regarding sexual harassment.

(c) Dating relationships between other employees:

(1) Dating relationships between other employees are permitted, however both employees have a responsibility to notify their department head when dating begins to document that the relationship is consensual and welcome. Employees will be instructed to inform the department head when/if the relationship ends. Employees involved in a dating relationship may not be promoted or transferred to a supervisor position where one will be a direct or indirect supervisor over the other.

(2) The City's implementation of this policy is not intended to inhibit the social interaction (such as lunches, dinners, or attendance at entertainment events) that are or should be an important part or extension of the working environment.

(3) This policy shall apply without regard to gender and without regard to sexual orientation of the participants in a relationship of the kind described.

9.160. Workplace ~~Harassment and~~ Violence.

(a) Purpose. Syracuse City is committed to preventing workplace ~~harassment and~~ violence and to maintaining a safe work environment. Given the increasing violence in society in general, Syracuse City has adopted the following policies and guidelines to deal with intimidation, harassment, or other threats of or actual violence that may occur during business hours or on its premises. It is the purpose of this policy to communicate to all employees of the City and all persons conducting business

with or served by the City that intimidation, harassment or other threats of or actual violence within the workplace is prohibited and shall not be tolerated.

(b) Policy. All employees~~, including supervisors and temporary employees,~~ should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Syracuse City unless the employee has a valid permit issued or recognized by the State of Utah and has notified the department head and the City Manager in writing.~~without proper authorization.~~ Conduct that threatens, intimidates, harasses, coerces, or harms another employee, a customer, or a member of the public will not be tolerated. ~~This prohibition includes all acts of harassment, including harassment that is based on an individual's race, age, disability, or any characteristic protected by Federal, State, or local law, except for sexual harassment which shall be governed by the provisions and procedures set forth in Chapter 10.~~

(c) Reporting. Any intimidating, threatening, or harassing conduct, and any threats of or actual violence, both direct and indirect, should be reported as soon as possible to the employee's immediate ~~supervisor or any~~supervisor, any department head, the Human Resource Specialist, the City Attorney or the City Manager. Such supervisor or department head shall notify the Human Resource Specialist and/or the City Manager as soon as possible. Intimidating, threatening or harassing conduct by employees, as well as conduct by members of the public should be reported. Reports of such conduct should be as specific and detailed as possible. Employees are empowered to contact the proper law enforcement authorities without first informing their supervisor or department head if they believe a threat to the safety of others exists. All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Employees should not place themselves in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

(d) Investigation. Syracuse City will promptly and thoroughly investigate all reports of intimidating, threatening, or harassing conduct, threats of or actual violence, and suspicious individuals or activities, as deemed appropriate under the circumstances.

(e) Employee Responsibility. Syracuse City encourages employees to bring their disputes or differences with other employees to the attention of their supervisor or the City Manager~~Administrator~~ before the situation escalates into potential harassment or violence. Syracuse City is eager to assist in the resolution of employee disputes. Such prompt reporting and discussion will assist the City in eliminating any intimidation, harassment and/or workplace violence at an early stage and in reducing or eliminating any resulting harm.

~~(f) Complaint Procedures. Whenever an employee believes he or she has experienced, learned of or witnessed any type of intimidation, harassment, or violence in the workplace (other than sexual harassment which is governed by Chapter 10) the employee may file a written complaint in accordance with the grievance procedures set forth in Chapter 22.~~

(f~~g~~) Discipline. Any violation of this policy by City employees shall result in disciplinary action, up to and including termination.

9.170. Americans with Disabilities Policy.

(a) Policy. It is the policy of the City to fully comply with the provisions and protections of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et. seq.*, as amended, including, but not limited to, the Americans with Disabilities Act Amendments of 2009 (ADAAA), Public Law 110-325,

prohibiting employment discrimination against qualified individuals with disabilities. Pursuant to the ADA and the ADAAA, which shall hereinafter be referred to collectively as the ADA, the City shall not discriminate against a qualified individual with a disability in job application procedures, hiring, firing, advancement, compensation, job training, leave, benefits, and any other term, condition and privilege of employment with the City. It is further the intent of the City to fully comply with the provisions and interpretations of the EEOC regulations and guidelines issued pursuant to authority of the ADA, including, but not limited to, regulations set forth in 29 C.F.R. Part 1630, as amended.

(b) ADA Coordinator. The Human Resources Specialist~~Director~~ is hereby designated as the ADA Coordinator for the City. The ADA Coordinator shall be responsible for the administration of this policy. Any questions, comments or complaints regarding matters set forth herein should be addressed to the ADA Coordinator, Syracuse City Offices, 1979 West, 1900 South, Syracuse, Utah, 84075.

(c) Disability. Pursuant to the ADA, an individual with a disability is a person who: (A) has a physical or mental impairment that substantially limits one or more major life activities of such individual; (B) has a record of such impairment; or (C) is regarded as having such an impairment. The ADA only protects a person who is qualified for the job he or she has or for which he or she is applying. A qualified employee or applicant with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position he or she holds or for which he or she is applying. Pursuant to the ADA, the definition of disability shall be construed in favor of broad coverage of individuals.

(d) Reasonable Accommodation. The City shall provide a reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability in accordance with applicable provisions of the ADA unless doing so would impose an undue hardship on the operation of the City's business. Undue hardship means that providing the reasonable accommodation would result in significant difficulty or expense, based on the resources and operation of the employer's business.

(e) Requesting Reasonable Accommodation. An employer generally does not have to provide a reasonable accommodation unless an individual with a disability has asked for one. Thus, it is generally up to the applicant or employee to request a reasonable accommodation from the City. Any applicant or employee requesting a reasonable accommodation shall make such request to the City's ADA Coordinator as designated in Subsection (b). The request may be made in general terms that the individual needs an adjustment or change for a reason related to a medical condition. The request does not have to include the terms "ADA" or "reasonable accommodation." The City may initiate discussions about the need for a reasonable accommodation if the disability is obvious, *e.g.*, the individual uses a wheelchair, or if the medical condition is causing a performance or conduct problem, as more particularly provided in the ADA and applicable regulations.

(f) Interactive Process for Determining Accommodation. The ADA suggests the employee and employer work together informally in an interactive process to determine potential or appropriate accommodations under the circumstances that would enable the employee to perform the essential functions of his or her job. Once a reasonable accommodation is requested, the ADA Coordinator and the applicant or employee should sit down and discuss the applicant's or employee's needs and identify the appropriate reasonable accommodation. If such consultation does not identify an appropriate accommodation, the City may seek further assistance from the EEOC, State or local vocational rehabilitation agencies, the Job Accommodation Network (JAN), or other appropriate service to assist the City in making individualized accommodations. The ADA Coordinator shall respond promptly to all requests for a reasonable accommodation and should keep lines of communication open with the applicant or employee making the request, particularly when it will take longer than expected to provide

an accommodation or when supporting documentation is needed.

(g) Complaint. Whenever an applicant or employee believes he or she has been discriminated against on the basis of a disability regarding his or her employment or application for employment with the City, the applicant or employee may file a written complaint with the ADA Coordinator. The complaint should set forth the facts and circumstances surrounding the complaint and the basis for the complaint. Upon receipt of a complaint, the ADA Coordinator shall immediately notify the City Manager~~Administrator~~ of the complaint and conduct an investigation of the complaint. The ADA Coordinator may also hire a third party to investigate the matter. Investigation of the complaint may include, but is not limited to: interviewing the complainant and affording all interested persons and their representatives, if any, the opportunity to submit oral or documentary evidence relevant to the complaint. The ADA Coordinator shall, within a reasonable time from receipt of the complaint, prepare and distribute his or her findings and conclusions from the investigation, including a description of the resolution of the complaint and notice of the complainant's right to appeal.

(h) Appeal. Any person aggrieved by a decision of the ADA Coordinator regarding a complaint filed hereunder may appeal such decision by filing with the City Council a written appeal within ten (10) days from the date of the decision stating the grounds for the appeal. The City Council shall review the ADA Coordinator's decision for correctness and prepare its findings and conclusions within a reasonable time from receipt of the appeal.

(i) Retaliation. It is unlawful to retaliate against an individual for opposing employment practices that discriminate based on disability or for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, hearing or litigation under the ADA. Any applicant or employee who believes he or she has been subjected to any act of retaliation described herein has the right to file a further complaint alleging reprisal as a separate action under this policy.

(j) Records. The ADA Coordinator shall maintain or cause to be maintained all records of the City pertaining to ADA matters and complaints filed hereunder in accordance with the Utah Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63G-2-101, *et seq.*, as amended, and all applicable records provisions of the ADA. Medical information shall not be filed in the employee's regular personnel file but shall be filed in a separate medical file that is accessible only to designated officials. Disclosure of medical information about applicants or employees shall be subject to the confidentiality requirements of the ADA. An employee's request for a reasonable accommodation shall be considered medical information subject to the ADA's confidentiality requirements.

(k) Other Procedures and Remedies. The grievance procedures provided herein are intended to replace rather than supplement other City grievance procedures for any grievance involving discrimination based upon disability.

9.180. Credit Cards.

Syracuse City credit cards shall be used for official business only. See Chapter 17 for additional information.

CHAPTER 10
~~SEXUAL~~ HARASSMENT

10.010. Policy.
10.020. Purpose.
10.030. Notice
10.040. Definitions.
10.050. Prohibited Conduct.
10.060. Employee Responsibility.
10.070. Complaint Procedures.
10.080. File Records.
10.090. Confidentiality.
10.100. Retaliation.
10.110. Misuse of Policy.
10.120. Other Procedures and Remedies.

10.010. Policy.

It is the policy of Syracuse City to provide its employees with a work environment free from discrimination and~~sexual~~ harassment, where employees treat each other with professionalism, respect, dignity and courtesy. Each employee must exercise good judgment to avoid engaging in conduct that may be perceived by others as harassment, disrupts or interferes with another's work performance or that creates an intimidating, offensive or hostile environment. ~~Sexual h~~Harassment is prohibited and shall not be tolerated by the City under any circumstances. This zero tolerance policy applies to all employees, officers, and agents of the City, as well as any other third parties doing business with or served by the City.

10.020. Purpose.

It is the purpose of this policy to communicate to all employees of the City and all persons conducting business with or served by the City that ~~sexual~~ harassment is prohibited. It is also the intent of this policy to inform and communicate to employees experiencing or witnessing ~~sexual~~ harassment that they have a means to discourage and report intimidating, offensive, hostile or inappropriate conduct and that such reports will be immediately investigated and appropriate action will be taken.

10.030. Notice.

All employees of the City shall be responsible for knowing the provisions of this policy regarding ~~sexual~~ harassment. The Human Resources Specialist~~Director~~ shall be responsible for informing employees of any amendments to this policy. Any violation of this policy by City employees shall result in disciplinary action up to and including termination.

10.040. Definitions.

As used herein, the following words shall have the meaning described below:

(a) ~~"~~"Retaliation"~~e~~ means a retaliatory action taken against any person complaining of or reporting ~~sexual~~ harassment or any person involved or cooperating in an

investigation of ~~sexual~~ harassment or a retaliatory action taken against any other person or property as a result of a ~~sexual~~ harassment complaint and/or investigation.

(b) "Harassment" may include but is not limited to unwelcome conduct that is based on race, color, religion, sex (including pregnancy), national origin, age, disability, or genetic information. Harassment becomes unlawful when: (i) enduring the offensive conduct becomes a condition of continued employment, or (ii) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

(c) "Sexual harassment" means unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature when: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

10.050. Prohibited Conduct.

~~Sexual h~~Harassment of any nature is prohibited under this policy, whether or not such conduct rises to the level of unlawful harassment. Examples of the kind of conduct that constitutes ~~sexual~~ harassment under this policy, includes, but is not limited to, the following types of behavior. Prohibitions hereunder include same-sex harassment.

(a) ~~(a)~~ Verbal. Lewd or suggestive comments, repeated sexual innuendoes, sexual flirtations, racial or sexual epithets, derogatory slurs, sexual or off-color jokes, offensive personal or sexual references, propositions, advances, threats or suggestive or insulting sounds;

(b) Visual/Non-Verbal (communicated through any means, including via internet, text messaging or e-mail). Demeaning, insulting, intimidating, sexually suggestive or derogatory photographs, posters, cartoons, graffiti or drawings, objects or pictures, commentaries, leering; or obscene gestures;

(c) Physical. Unwanted physical contact, including touching, interference with any individual's normal work movement, or assault; and

(d) Other. Any harassment that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an environment that is intimidating, hostile or offensive. Any conduct that targets a lawfully protected class as mentioned in 10.040.

(e) ~~Sex~~Gender Role Stereotyping. This conduct consists of assignment of non-job related duties, functions or roles based on gender. Examples include making coffee, serving refreshments, and running errands, when not related or necessary to the functions and responsibilities of the employee's ~~s~~ position with the City.

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~~(b) Targeted Gender Harassment. This conduct includes intentional behavior that is directed at a specific gender. Examples of this kind of prohibited conduct include sexual comments and jokes as well as suggestions or gestures about gender or sexuality.~~

~~(c) Targeted Individual Harassment. This conduct consists of intentional behavior that is targeted at an individual or a specific group which causes serious negative physical or psychological effects to the victim and adversely affects productivity and morale. This prohibited conduct includes negative or offensive sexual comments, jokes, or gestures directed to or relating to an individual's gender or sexuality, or unwelcome physical conduct of a non-criminal nature.~~

~~(d) Criminal Sexual Harassment. This conduct includes behavior which violates State or Federal law. Prohibited conduct includes forcible sexual abuse, intentional intimate touching of another (such as buttocks or genitals of another or the breasts of a female), and taking indecent liberties with another individual.~~

10.060. Employee Responsibility.

Employees shall promptly report any ~~sexually~~ harassing conduct they experience, learn of or witness utilizing the complaint procedures provided herein. Such prompt reporting will assist the City in eliminating any harassment at an early stage and/or reduce or eliminate any resulting harm.

10.070. Complaint Procedures.

Whenever an employee believes he or she has experienced, learned of or witnessed any type of ~~sexual~~ harassment, the employee shall report the matter utilizing the following procedures.

(a) Complaint. An employee may report and/or complain of any alleged ~~sexual~~ harassment by verbally notifying or filing a written complaint of the harassment with his or her supervisor. If the employee's~~'s~~ supervisor is implicated in the matter or if the employee does not feel comfortable raising the matter with his or her supervisor, the employee may verbally notify or file a written complaint with the employee's~~'s~~ department head or the Human Resources Specialist~~Director~~. If the department head or the Human Resources Specialist~~Director~~ is implicated in the matter or if the employee does not feel comfortable raising the matter with his or her department head or the Human Resources Specialist~~Director~~, the employee may verbally notify or file a written complaint with the City Manager~~Administrator~~, City Attorney or the Mayor. If a member of the City Council or other appointed board or commission member is implicated in the matter, the employee may verbally notify or file a written complaint with the City Manager~~Administrator~~, City Attorney or the Mayor. If the Mayor is implicated in the matter, the employee may verbally notify or file a written complaint with the City Manager ~~Administrator~~, City Attorney or the Human Resources Specialist~~Director~~.

(b) Notice. Except as otherwise provided herein, any supervisor, department head, the Human Resources Specialist~~Director~~, the City Attorney or the Mayor receiving notice of an alleged incident of ~~sexual~~ harassment, either verbally or in writing, shall take immediate action to report such incident and/or complaint to the City Manager~~Administrator~~. In the event the City Manager~~Administrator~~ is implicated in the complaint, the Mayor shall be notified by the supervisor, department head, City Attorney or the Human Resources Specialist~~Director~~ of the report or complaint.

(c) Investigation. It is an express policy of the City that all complaints of ~~sexual~~ harassment will be investigated. Except as otherwise provided herein, the Human Resources Specialist~~Director~~, or his or her designee, shall promptly and thoroughly investigate any such complaint of ~~sexual~~ harassment. In the event the Human Resources Specialist~~Director~~ is implicated in any ~~sexual~~ harassment complaint, the City Manager~~Administrator~~ shall cause to be conducted a prompt and thorough investigation of the matter. In such event, all references in Subsections (d) and (e) to the Human Resources Specialist ~~Director~~ shall be read to refer to the City Manager~~Administrator~~. The City may also hire a third party investigator to conduct any investigation of alleged ~~sexual~~ harassment. All investigations shall include, at a minimum, providing a copy of this policy to the complainant and the accused; informing the parties of the law regarding ~~sexual~~ harassment and the provisions of this policy; and reviewing the complaint with the complainant and the accused.

(d) Decision. Upon completion and review of the investigation, the Human Resources Specialist~~Director~~ shall determine whether there has been a violation of this policy and shall immediately thereafter take such action as he or she deems appropriate under the circumstances in accordance with applicable procedures regarding the same. In the event a third party investigator has been hired to investigate the matter, the Human Resources Specialist~~Director~~ shall review the conclusions of the investigation and make a determination regarding the matter as provided herein. Written notice of the decision, including any appropriate findings and recommended conclusions or remedies, shall be prepared and distributed to the City Manager and department head~~parties~~ within a reasonable time from receipt of the complaint.

(e) Determine Remedy. Based on the notice of decision written by the Human Resource Specialist, if a violation of this policy is found the City Manager and Department Head shall determine the appropriate discipline for the violator ranging from written reprimand to termination of employment. ~~If a violation of this policy is found, the Human Resources Director shall determine the appropriate discipline for the violator ranging from written reprimand to termination of employment.~~ The City Manager and department head in consultation with the Human Resources Specialist~~Director~~ shall take the following factors into consideration in determining the appropriate discipline, together with any other appropriate factors:

(1) the relationship of the parties;

(2) the nature of the offense;

(3) the number of complainants; and

(4) the number of occurrences.

10.080. File Records.

~~If the accused is found to have violated this policy, a~~All records concerning the complaint, investigation, findings, and discipline shall be maintained in a confidential file separate from his or her personnel records. If the accused is found to have violated this policy, records concerning the discipline shall be maintained with his or her personnel records. If the accused is found innocent of any violation of this policy, no records concerning the incident shall be maintained with his or her personnel records.

10.090. Confidentiality.

All complaints and investigations of ~~sexual~~ harassment will be confidential to the extent possible under the circumstances and only those persons necessary for the investigation and resolution of the complaint will be provided information. Breach of this confidentiality requirement may result in disciplinary action being taken.

10.100. Retaliation.

Employees are entitled to bring good faith complaints regarding alleged ~~sexual~~ harassment and/or to participate in the investigation of any such complaints without any fear of retaliation. Retaliation against an accused or any person involved or cooperating in an investigation of ~~sexual~~ harassment is a separate violation of this policy. If an employee believes he or she has been subjected to any act of retaliation resulting from any complaint or investigation of ~~sexual~~ harassment, he or she has the right to file a complaint hereunder alleging retaliation as a separate action under this policy.

10.110. Misuse of Policy.

Any false claims of sexual harassment or allegations made in bad faith will result in disciplinary action up to and including termination taken against the accuser.

10.120. Other Procedures and Remedies.

The grievance procedures provided herein are intended to replace rather than supplement other City grievance procedures for any grievance involving ~~sexual~~ harassment and shall be exhausted prior to pursuing other available remedies.

CHAPTER 11
NON-DOT DRUG AND ALCOHOL TESTING POLICY

11.010. Purpose.
11.020. General Policy.
11.030. Applicability.
11.040. Definitions.
11.050. Regulations.
11.060. Zero-Tolerance.
11.070. Voluntary Rehabilitation.
11.080. Prescription and Over-the-Counter Drugs.
11.090. Testing Required.
11.100. Basis for Testing.
11.110. Testing Procedures.
11.120. Results.
11.130. Action.
11.140. Confidentiality and Access to Test Results.
11.150. Notification of Conviction.
11.160. Americans with Disabilities Act (ADA).
11.170. Amendments.

11.010. Purpose.

The purpose of this policy is to convey to all current and prospective employees of Syracuse City the City's "zero-tolerance" policy on alcohol and drug use in the workplace and to provide guidelines for the implementation and management of a drug and alcohol testing program for the City. This policy is intended to provide a safer and more efficient workforce by avoiding the negative circumstances created by employee drug and alcohol use. These policies and procedures are not intended to create or alter any existing employment status or contract, written or verbal, between Syracuse City and its employees or job applicants. The provisions of this policy are intended and shall be interpreted to be in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act, as set forth in *Utah Code Ann*. §§ 34-41-101, *et seq.,* as amended.

11.020. General Policy.

Alcohol or drug use can impair an employee's ability to safely and effectively perform the functions of the particular job, increase accidents, absenteeism, and sub-standard performance, create poor employee morale, and/or undermine public confidence in the City's work force. It is the policy of the City to employ a work force and create a workplace free from the adverse effects of alcohol and drug use. To accomplish this, Syracuse City has developed a "zero-tolerance" substance abuse policy for all current and prospective employees as more particularly set forth in this policy. This policy shall be distributed to employees and made available for review by prospective employees.

11.030. Applicability.

This Non-DOT Drug and Alcohol Testing Policy shall apply to all City employees and prospective employees, including those City employees or prospective employees who are required to comply with the DOT Drug and Alcohol Testing Policy as set forth in Chapter 12, to the extent not otherwise covered therein. In the event of conflict between the two policies, the DOT Drug and Alcohol Policy shall control for DOT employees as defined in Chapter 12.

11.040. Definitions.

As used herein, the following words shall have the meanings set forth below:

(a) Actual Knowledge. "Actual Knowledge" means actual knowledge by an employer that an employee has used a controlled substance and/or alcohol based on the employer's direct observation of the employee, or an employee's admission of alcohol and/or controlled substance use. Direct observation as used in this definition means observation of alcohol or controlled substance use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

(b) Adulterated Test Result. "Adulterated Test Result" means a specimen which contains a substance that is not expected to be present in human urine or contains a substance expected to be present, but is at a concentration so high that it is not consistent with human urine.

(c) Alcohol. "Alcohol" means the intoxicating agent in beverage alcohol (ethyl alcohol) or other low molecular weight alcohols including methyl and isopropyl alcohol.

(d) Alcohol Use. "Alcohol Use" means the drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

(e) Alcohol Testing. "Alcohol Testing" means to be tested by a certified breath-alcohol technician, using an approved breath alcohol test device or an approved initial screening device, as more particularly set forth in this policy. Blood and urine alcohol testing may also be used at the discretion of the City when breath alcohol testing is not available.

(f) Controlled Substance or Drugs. "Controlled Substance" or "Drugs" means any substance, and its metabolite, recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopathic Pharmacopoeia, or other recognized drug compendia, or supplement to such compendia, including Title 58, Chapter 37 of the Utah Code Annotated (Utah Controlled Substances Act), and any prescribed medication or controlled substance including those assigned by 21 USC 802 and includes all substances listed on Schedule I through Schedule V, as they may be revised from time to time (21 CFR 1308), including but not limited to:

(1) Marijuana

(2) Cocaine

(3) Amphetamines

(4) Benzodiazepines

(5) Barbiturates

(6) Opiates and other narcotics

(7) Phencyclidine (PCP) and other hallucinogens

(g) Drug Testing. "Drug Testing" means the scientific analysis for the presence of drugs or their metabolites in specimens from the human body, as more particularly set forth in this policy.

(h) Employee. "Employee" means any person employed by the City for compensation.

(i) Medical Review Officer (MRO). "Medical Review Officer" or "MRO" means a licensed physician with knowledge of drug abuse disorders used by Syracuse City to determine and verify if a legitimate or medical explanation exists for a positive, adulterated, substituted, or invalid drug test result.

(j) Non-Negative Drug Test Result. "Non-Negative Drug Test Result" means any drug test result other than a negative test result, including, but not limited to adulterated, substituted, diluted or invalid drug test result.

(k) On-Duty. "On-Duty" means all working hours, including meals or break periods, regardless of whether the employee is on Syracuse City property, and at any time the employee represents Syracuse City in any capacity, including operating Syracuse City equipment or vehicles.

(l) Positive Alcohol Test. "Positive Alcohol Test" means test levels on both the initial and confirmation tests that are 0.04 percent or greater (0.04 gm/210 liters of breath or 0.04 gm/deciliter of blood or 0.04 gm/dl of urine).

(m) Positive Drug Test. "Positive Drug Test" means drug test levels on both the screening test and the confirmation test that are at or above the level recognized as positive by the US Department of Health and Human Services in its Mandatory Guidelines for Federal Workplace Drug Testing Programs or the standard cutoff levels set by the laboratory and the MRO has verified the test result as positive.

(n) Prospective Employee. "Prospective Employee" means any person who has made written or oral application for employment with the City and who has been selected as a final applicant for such employment.

(o) Refusal to Submit. "Refusal to Submit" means that the employee: (1) fails to provide adequate breath for alcohol testing as required herein without a valid medical explanation after he or she has received notice of the requirement for breath testing; (2) fails to provide an adequate urine sample for controlled substances testing as required herein without a genuine inability to provide a specimen after he or she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process.

(p) Safety Sensitive Position. "Safety Sensitive Position" means any position involving duties which directly affect the safety of governmental employees or the general public, or positions where there is access to controlled substances as defined in Utah Code Annotated, Title 58, Chapter 37 (Utah Controlled Substances Act) during the course of performing job duties.

(q) Sample. "Sample" means any sample of urine, blood, breath, oral fluid or hair for drug and/or alcohol screening.

(r) Substituted Test Result. "Substituted Test Result" means a specimen with creatinine and specific gravity values that are so diminished or divergent that they are not consistent with human urine.

(s) Use. "Use" means to illegally consume, sell, purchase, manufacture, distribute, be under the influence of, report to work under the influence of, or be in possession of drugs and/or alcohol. The term use shall also include the presence of drugs and/or alcohol in the body of an employee, including the presence as a metabolite, the use of a prescription drug without a valid prescription from a health care provider and not using a prescription drug as prescribed by the authorizing health care provider.

(t) Utah Local Governmental Entity Drug-Free Workplace Act. "Utah Local Governmental Entity Drug-Free Workplace Act" means the Drug-Free Workplace Act set forth at *Utah Code Ann.* §§ 34-41-101, *et seq.*, as amended.

11.050. Regulations.

No employee of the City may possess, sell or be under the influence of any drugs or alcohol while on-duty, when conducting City business or while on City premises, as shown by the presence of such substances or their metabolites in the employee's system. The following activities are examples of activities that are strictly prohibited for all Syracuse City employees:

(a) Working while under the influence of a controlled substance or alcohol unless the substance is legally prescribed and used in accordance with the terms of this policy.

(b) Selling, using, purchasing, manufacturing, or possessing an illegal controlled substance or drug paraphernalia while on Syracuse City time, while conducting Syracuse City business, while on Syracuse City property, or while using City vehicles or equipment.

(c) Selling, using, purchasing, manufacturing, or possessing an illegal controlled substance or drug paraphernalia when not at work.

(d) Selling, using, purchasing, manufacturing, or possessing an illegal controlled substance , including prescription medications which are considered controlled substances, unless the prescription medication is legally prescribed to the employee and has been taken as prescribed.

(e) Operating any vehicle or machinery while under the influence of any drug, including prescription or over-the-counter medications which render the employee incapable of safely and adequately operating a vehicle, machinery, or performing any other job duties.

(f) Using alcohol, in any form, while on Syracuse City time or business, or to report to work under the influence of alcohol. An employee is considered to be in violation of this policy if they report to work with a blood alcohol level (as determined by a breath alcohol (BAC) test) greater than or equal to 0.04.

(g) Consuming or using alcohol in any form, ~~within~~ four (4) hours prior to ~~of~~ a scheduled work period, including when "on-call."

(h) Refusing to submit a specimen for controlled substances or alcohol testing.

(i) Having positive drug and/or alcohol test results.

(j) Tampering with, substituting, or adulterating any specimen collected for drug and/or alcohol testing. Any sample reported by the laboratory or MRO as "substituted" or "adulterated" will be considered a "refusal to test" or a refusal to submit a valid sample.

(k) Obstructing or not fully cooperating with specimen collection or testing procedures.

(l) Failing to report the legal use of prescription and/or over-the-counter medications that could adversely render the employee incapable of operating a vehicle, machinery and performing job duties.

(m) For a Syracuse City supervisor to allow an employee to work if they have actual knowledge that the employee has violated this policy or has reasonable suspicion to believe that an employee may be impaired by drugs and/or alcohol.

11.060. Zero-Tolerance.

If it is determined that an employee tests positive for use of controlled substances and/or alcohol, abuses prescribed drugs, refuses to provide a sample, knowingly supplies an excess fluids (diluted), substituted or adulterated sample, or otherwise violates the terms and provisions of this policy, that employee shall be subject to disciplinary action, up to and including termination. Any disciplinary action taken for violations of this policy shall comply with the disciplinary action procedures, as applicable, set forth in Chapter 22 of these Policies and Procedures.

11.070. Voluntary Rehabilitation.

Employees seeking assistance with overcoming drug or alcohol abuse before they are selected and tested for drug and/or alcohol testing and before it interferes with job performance may contact their supervisor, department head, or the Human Resources Specialist~~Director~~ for information about counseling and rehabilitation programs. Employees having a drug or alcohol problem are strongly encouraged to seek help. The Human Resources Specialist~~Director~~ may provide assistance in referring employees to appropriate rehabilitation programs. This assistance, however, does not financially obligate the City for the costs associated with rehabilitation. Rehabilitation is the employee's responsibility. The City will allow employees who seek voluntary assistance for alcohol and drug problems to first utilize their accrued sick leave and then their accrued annual leave for rehabilitation. Leave without pay may be requested by the employee and will be considered on an individual case basis. If the FMLA does not apply, an employee's position may be held open for a reasonable period of time up to a maximum of thirty (30) days for voluntary rehabilitation upon approval by the City Manager~~Administrator~~. Employees returning to work after treatment must first provide the City with a certification from a reputable substance abuse program that the employee is sober, has successfully completed the treatment program and has the potential for full recovery. A licensed professional medical practitioner that specializes in substance abuse must sign this certification. The employee must also, as a condition of returning to work, agree to follow-up rehabilitation drug and/or alcohol testing and sign a return to work agreement. Follow-up rehabilitation testing will be required for a period of not less than six (6) months and not more than one (1) year after completion of the employee's substance abuse treatment program. The date and time of any required follow-up rehabilitation drug and/or alcohol testing will be unannounced and conducted on a random basis. Voluntary notification and enrollment in a rehabilitation program shall only prevent disciplinary action for previous drug or alcohol use that was unknown to the City and shall not prevent the City from testing or taking disciplinary action against an employee who subsequently violates this policy.

11.080. Prescription and Over-the-Counter Drugs.

Prescribed and over-the-counter drugs and the necessary instrumentalities of administration brought on City premises may only be used by the person for whom they are prescribed and taken as directed so long as the use of such drugs does not adversely affect the safety of the work environment or significantly impede performance of essential job functions. There are various prescription and over-the-counter drugs that may adversely affect the safety of the work environment. Examples include, but are not limited to, pain relievers that contain opiates, and muscle relaxants. It is the employee's responsibility to be informed about the effects of prescription and over-the-counter drugs they are taking by reading the information that accompanies the drug, including any information provided by the pharmacist, by consulting with their physician, and by accessing and utilizing other sources of information available to the employee, and acting accordingly. Any employee who chooses or is medically required to ingest prescribed or over-the-counter medications that may adversely affect the safety of the work environment, shall immediately notify his or her department head of the type of medication and time period over which said medications will be taken. The department head will make a determination of any restrictions to be placed on the employee after appropriate confidential consultation with the Human Resources Specialist~~Director~~, the City Attorney's Office, and/or medical professionals. A written statement from the employee's physician may be required regarding whether the physician is of the opinion that the employee can safely work or perform his or her job duties while taking the prescribed drug. Any employee who chooses or is medically required to ingest a prescribed or over-the-counter medication outside of the workplace must ensure that the impairing effects have ended prior to reporting for work. For purposes of this policy, medications used as prescribed, which do not constitute a safety concern, shall not be considered a violation of this policy.

11.090. Testing Required.

In accordance with the provisions of this policy, all prospective and current employees shall be subject to drug and alcohol testing as a condition of hiring and continued employment with the City. Failure to comply with this policy shall result in the City refusing to hire a prospective employee or disciplinary action for current employees as set forth in Section 11.060 regarding the City's zero-tolerance policy. All drug testing shall consist of a CRL nine (9) panel plus narcotics drug screen to set for the presence of controlled substances. All testing shall be based on and under the circumstances set forth in Section 11.100 regarding basis for testing.

11.100. Basis for Testing.

Prospective and current employees shall be subject to testing for the presence of drugs and/or their metabolites and alcohol by the City in accordance with the provisions of this policy as a condition of hiring and continued employment for any of the following reasons or under the following circumstances.

(a) Pre-Employment. All prospective employees, upon acceptance of a conditional offer of employment with the City, shall be required to submit to a pre-employment drug test at the facility designated by Syracuse City. Pre-employment tests will be conducted on prospective employees on their own time, meaning that prospective employees will not be paid for the time they spend participating in pre-employment testing required by Syracuse City. All pre-employment drug testing will be conducted at the third-party administrator's facility and prospective employees are responsible for their transportation to and from the collection facility. Refusal to consent to a pre-employment drug test will terminate further action towards employment. A positive, adulterated, or substituted test result will also terminate further action towards employment with Syracuse City. Only those prospective employees whose pre-employment drug test results are negative will be considered for further action towards employment.

(b) Reasonable Suspicion. Employees acting in a manner which raises reasonable suspicion that the employee has improperly used or reported to work under the influence of drugs or alcohol shall be subject to drug and alcohol testing. "Reasonable suspicion" shall be determined by the supervising agent and shall mean an articulated belief based upon recorded facts and reasonable inferences drawn from those facts that the employee is in violation of this policy. Reasonable suspicion drug and/or alcohol testing will be required when there is any of the following: observable phenomena (actual use, possession, odors, etc); abnormal behavior or physical characteristics; or a drug-related investigation, arrest, or conviction or any investigation of theft.

(1) In the event that reasonable suspicion testing is warranted, it is the responsibility of an agent of Syracuse City to transport the employee being tested to and from the testing facility. In most cases, either the Designated Employee Representative (DER) or the employee's supervisor will be responsible for transporting the employee.

(2) Before requiring reasonable suspicion testing, the employee's supervisor or the person requesting the reasonable suspicion testing shall complete the "Observed Behavior-Reasonable Cause Record". It is essential that this form be completed before the employee is required to submit to testing in order to properly document the circumstances leading up to the testing referral.

(3) Any employee who is required to submit to reasonable suspicion testing will be removed from any safety sensitive functions and placed on alternative duty, if necessary, or placed on paid administrative leave until the results of the drug and/or alcohol test can be verified. If the test result(s) are negative, the employee will be able to return to work upon receipt of the test result(s). If the test results are positive, the employee will be subject to termination as provided herein.

(4) If an employee refuses to submit to reasonable suspicion testing or attempts to leave any Syracuse City premises and is impaired, in the opinion of a trained supervisor, to the extent that he/she would present a danger to either him/herself or others, local law enforcement should be contacted immediately by the supervisor.

(5) In an effort to ensure that supervisors are knowledgeable about the symptoms of drug and/or alcohol use, training on symptom recognition will be held for all Syracuse City employees in supervisory positions and only those persons who have attended the training will be qualified to require reasonable suspicion testing. Records regarding training attendance will be kept for a minimum of three (3) years after the date of the training.

(c) Random. Employees in safety sensitive positions shall be subject to unannounced drug and alcohol testing. Employees in non-safety sensitive positions will be periodically tested.

(1) Random drug and/or alcohol testing will be conducted for Syracuse City employees working in non-DOT safety sensitive positions, including, but not limited to the following positions:

(A) Fire Chief

~~(B) Assistant Fire Chief~~

~~(C) Fire Captain~~

~~(D) Fire Lieutenant~~

~~(E) Fire Engineer~~

(B~~F~~) Fire Fighter

(C) Administrative Professional (Fire)

(D~~G~~) Police Chief

(E~~H~~) Police Lieutenant

(F~~I~~) Police Sergeant

(G~~J~~) Police Officer

(H) Code Enforcement Officer

(I) Bailiff

~~(K) Reserve Police Officer~~

(J~~L~~) Crossing Guard

~~(M) Substitute Crossing Guard~~

(K) City Engineer

(L) Meter Reader

(M) Building Official

(N) Building Inspector

(O) Land Maintenance Worker

(P~~N~~) Parks Maintenance Worker ~~I, II and III~~

(Q) Recreation Coordinator

(R) Recreation Supervisor

(S) Parks Coordinator

(T) Cemetery Maintenance Worker

(U) Gang Mower Operator

Formatted: Numbered + Level: 1 + Numbering Style: I, II, III, … + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Indent at: 2"

(V) Recreation Assistant

(W) Sports Fields Worker

(X) Streets Maintenance Worker

(Y) Water Maintenance Worker

(Z) Environmental Maintenance Worker

~~(O) Streets Maintenance Worker I, II and III~~

~~(P) Water Maintenance Worker I, II and III~~

(2) Selection for random testing will be done by an outside organization in order to ensure that selection is truly random and is uninfluenced by any personal characteristics, behavior, or any other attribute.

(3) Random drug and alcohol testing will be conducted quarterly. Random drug testing will be administered at a fifty (50) percent annualized rate. Random alcohol testing will be conducted at a ten (10) percent annualized rate. This means that the total number of drug tests conducted during any twelve (12) month period will be equal to at least fifty (50) percent of the total Syracuse City non-DOT testing pool, and the total number of alcohol tests conducted during any twelve (12) month period will be equal to at least ten (10) percent of the total Syracuse City non-DOT testing pool. Employees will be notified by their supervisor and/or the DER of the requirement to submit to a random drug and/or alcohol test and should then proceed immediately to the collection site designated by Syracuse City.

(d) Post-Accidents. Employees involved in any work-related accident involving a vehicle, injury requiring medical treatment, or property damage anticipated to exceed $1,000, are required to submit to post-accident drug and alcohol testing. Off-duty employees involved in motor vehicle accidents involving Syracuse City vehicles will also be subject to post-accident drug and alcohol testing.

(1) Post-accident drug tests must be conducted within 32 hours of the accident and/or incident. Post accident alcohol tests should be conducted within two (2) hours of the accident and not later than eight (8) hours after the accident. If these time limits have passed, the City should cease attempts to collect the sample.

(2) In the event that post-accident drug and alcohol testing is warranted, it is the employee's supervisor's responsibility or~~of~~ an agent of Syracuse City or emergency personnel to transport the employee being tested to and from the testing facility. In most cases, it is the employee's supervisor's responsibility to ensure the employee is transported.~~either the Designated Employee Representative (DER) or the employee's supervisor will be responsible for transporting the employee.~~

(3) Any employee who is required to submit to post-accident drug and alcohol testing will be removed from any safety sensitive functions and placed on alternative duty, as necessary, or placed on paid administrative leave until the results of the drug and alcohol tests can be verified. If the test results are negative, the employee will be able to return to work upon receipt of the test results. If the test results are positive or non-negative, the employee will be subject to termination as provided herein.

(e) Pre-Announced Periodic. Employees may be subject to pre-selected and pre-announced drug and alcohol testing as a condition of continued employment conducted on a regular schedule.

(f) Rehabilitation. Employees in any rehabilitation program shall be subject to drug and alcohol testing in accordance with the program requirements or as part of a return-to-work requirement after treatment or program participation. Rehabilitation testing means unannounced but pre-selected drug or alcohol testing done as part of a program of counseling, education, and treatment of an employee in conjunction with this policy.

(g) Compliance. Employees shall be subject to drug and alcohol testing when required by State or Federal law. See, DOT Drug and Alcohol Testing Policy regarding additional drug and alcohol testing requirements for employees subject to commercial driver's license requirements under the Omnibus Transportation Employees Testing Act and the Department of Transportation Regulations enacted thereunder.

11.110. Testing Procedures.

(a) Consent. Drug and Alcohol screening will be conducted by an outside organization. Prior to submitting to a drug and alcohol test required herein, prospective and current employees shall sign a Consent Form authorizing the test, permitting the release of test results to the appropriate personnel. ~~Employees or prospective employees under the age of eighteen (18) will also be required to have their parent or legal guardian sign a testing release form.~~

(b) Collection. All sample collection for drugs and alcohol testing under this policy shall be performed under reasonable and sanitary conditions. Sample collection, documentation, storage and transportation to the place of testing shall be performed in a manner that reasonably precludes the probability of sample misidentification, contamination or adulteration and which ensures the privacy of the individual being tested. The instructions, chain of custody forms, and collection kits, including bottles and seals used for sample collection shall be prepared by an independent laboratory certified for employment drug testing by either the Substance Abuse and Mental Health Services Administration or the College of American Pathology. Sample collection shall be conducted in accordance with the terms and conditions

of this policy and the Utah Local Governmental Entity Drug-Free Workplace Act by an entity independent of the City.

(c) Samples. Employees shall submit a split urine sample for drug testing or retesting as required herein. The urine sample shall be divided into two specimen bottles by the collection entity in accordance with the Utah Governmental Entity Drug-Free Workplace Act. Alcohol testing will typically be done with an evidentiary breath testing device. An initial screening alcohol test will be conducted. If that result is greater than or equal to 0.04, a confirmation test will be conducted using an evidential testing device. The confirmation test is the final result. Any confirmed breath alcohol test result greater than 0.04 grams per 210 liters of breath will be considered a positive alcohol test result.

(d) Inadequate Samples. In the case of urine-based drug testing, an applicant and/or employee who fails to provide an adequate quantity of urine for testing will be instructed to drink not more than 24 ounces of fluid and, after a period of up to two hours, again attempt to provide a complete sample. If an applicant fails to provide an adequate quantity of urine a second time, that applicant will no longer be considered for employment. If an employee fails to provide an adequate quantity of urine a second time, the third party administrator will notify the MRO to determine pertinent information concerning whether or not the individual's inability to provide a specimen is genuine or constitutes a refusal to test. Upon completion of the examination, the MRO will report their conclusions to the Syracuse City DER in writing. If the City or the collector has reasonable cause to believe that the donor of the sample has tampered with their sample, a new sample will be immediately collected.

(e) Testing. Sample drug testing shall conform to scientifically accepted analytical methods and procedures and shall be conducted in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act by an independent laboratory certified for employment drug testing by either the Substance Abuse and Mental Health Services Administration or the College of American Pathology. The City has designated IHC as the City's third party administrator to assist in setting up and administering the drug and alcohol testing program set forth herein.

(f) Dilute Specimens. Specimens which the laboratory reports as dilute, meaning specific gravity less than 1.003 and creatinine levels less than 20 mg/dL, may be considered invalid and the employee/applicant will be required to give a second specimen. The second specimen will be considered the final result.

(g) Invalid Specimens. If Syracuse City receives a test result that is determined to be invalid, the employee will be immediately retested. The employee will be given no notification of the need to retest. No action will be taken regarding the first test result and the results of the second test will be considered final. A second "invalid" test result will be treated as a positive test result.

(h) Time. Any drug or alcohol testing required by the City under this policy shall occur during or immediately after the regular work period for current employees and shall be deemed work time for purposes of compensation and benefits for current employees.

(i) Costs. Except as otherwise provided, the City shall pay all costs of sample collection and testing required herein, including the cost of transporting current employees to the testing site if the testing is conducted at a place other than the work site.

(j) Disclaimer. A physician/patient relationship is not created between a prospective or current employee and the City or any person performing the test, solely by this policy and the procedures set forth herein.

11.120. Results.

(a) Positive. Positive test results shall refer to those test results that meet or exceed the standard permissible levels of substance in the body as defined and set forth in this policy, the Federal DOT Rules and Regulations if addressed therein, or by standards adopted by the State of Utah if not addressed by the Federal DOT Rules and Regulations.

(b) MRO. It is the policy of Syracuse City that all positive or non-negative drug tests results be immediately referred to an MRO to verify the positive or non-negative result. In the case of a positive, adulterated, substituted, or invalid test result, the employee or prospective employee shall be so advised by the MRO by telephone on a confidential basis prior to the reporting of the results to the designated employer representative. The employee shall have the right to discuss and explain the results, including the right to advise the MRO of any prescription or over-the-counter medication or other substance consumed which may have affected the results of the test. The MRO shall also review the chain-of-custody documentation to ensure compliance with normal chain-of-custody procedures. If the MRO can verify a legitimate explanation, the MRO would then reverse the test result to negative and report it as negative to the employer. The MRO can report a positive or non-negative test to the employer, without interviewing the employee/applicant, if: an individual has expressly declined the opportunity to discuss the test result with the MRO; the employer has successfully made and documented a contact with the employee and instructed the employee to contact the MRO and more than 72 hours have passed since the time the employer contacted the employee; or if neither the employer nor MRO, after making and documenting all reasonable efforts, has been able to contact the employee within ten (10) days of the date on which the MRO receives the confirmed test result from the laboratory. No MRO review will be done on positive breath or blood alcohol tests.

(c) Notice. In addition to the MRO procedures set forth in Subsection (b), prospective and current employees shall be notified as soon as possible of any positive test results conducted in accordance with this policy by telephone or in writing at their last-known telephone number and address and told of his or her option to have the split urine sample tested as provided in Subsection (e).

(d) Confirmation. Before the result of any test required herein may be used as a basis for action by the City, the positive test result shall be verified or confirmed using a gas chromatography-mass spectroscopy, or other comparably reliable analytical method.

(e) Second Test Option. If the test results of the urine sample indicate the presence of drugs or their metabolites, the donor of the test shall have seventy-two (72) hours from the time he or she is notified of such results to request, at his or her option, to have the split urine sample testing performed. The cost of the second test shall be equally divided between the donor and the City, unless the second sample tests negative, in which case the City shall pay for the entire cost of the second test. In addition to the initial test results, the test results of the split urine sample shall be considered at any subsequent disciplinary hearing if the requirements of this policy have been complied with in the collection, handling and testing of the samples.

(f) Request for Report. An employee who has tested positive or non-negative shall have the right to request, in writing, from the City a copy of the laboratory and MRO report regarding the testing.

11.130. Action.

(a) Referral. Any non-DOT employee who has a non-negative drug test or a positive breath alcohol test result will be immediately referred by the Syracuse City DER to the Employee Assistance Program (EAP), a licensed substance abuse counselor (LSAC), or a Substance Abuse Professional (SAP) for an initial consultation. Syracuse City will be responsible for the cost of the initial consultation. However, additional services provided to the employee by the SAP and/or LSAC will be at the expense of the employee.

(b) Discipline or Refusal to Hire. The City may use confirmed positive test results or non-negative test results, or any refusal of a prospective or current employee to take the test, as a basis for disciplinary action up to and including termination of current employees and refusal to hire prospective employees. Any disciplinary action taken by the City for violation of this policy shall be in accordance with the City disciplinary procedures. Such procedures shall include any required pre-disciplinary hearing and appeal proceedings.

(c) Rehabilitation. The City may also require that any employee rendering positive test results enroll in a City-approved rehabilitation, treatment or counseling program, which may include additional drug or alcohol testing, at the expense of the employee and as a condition of continued employment.

11.140. Confidentiality and Access to Test Results.

The use and disposition of all drug and alcohol testing results and records shall be considered confidential and are subject to the limitations of the Utah Government Records Access and Management Act and the Americans with Disabilities Act. In an effort to ensure that all drug and/or alcohol test results remain confidential, the third party administrator and/or MRO for the Syracuse City drug testing program are only authorized to release test results to the Syracuse City DER. After being received by Syracuse City, all drug and alcohol test results will be stored in confidential employee files (established for all Syracuse City employees) and will remain confidential to the extent required or allowed by law. The DER will determine which person(s) within the City have a need to know which test results. Test and other records will be maintained in a secure manner so that disclosure of confidential and/or medical information to unauthorized persons does not occur. Test results may be released in legal proceedings where the employee raises the issue of drug test (i.e. unemployment hearing, wrongful termination, etc.). Test results can be released to persons representing Syracuse City (i.e. attorneys, workers compensation insurance adjuster, etc.). Employees, former employees, and prospective employees can request copies of their drug and/or alcohol test results by making a written request to the Syracuse City DER.

11.150. Notification of Conviction.

Any investigation by law enforcement or conviction for controlled substance or alcohol activity may be cause for dismissal from employment. Failure of an employee to report any conviction for illegal drug use or alcohol misuse to their supervisor and/or the Syracuse City DER within five (5) days of conviction may result in disciplinary action up to and including termination.

11.160. Americans with Disabilities Act (ADA).

Alcoholism is considered a disability under the ADA. Syracuse City will make reasonable accommodations for current employees who suffer from alcoholism, including encouraging an employee to participate in rehabilitation programs. However, Syracuse City will hold an alcoholic employee to the

same performance standards as other employees and will discipline an employee, up to an including termination, if the employee's alcohol use adversely affects the employee's job performance or is considered to be a safety hazard. An employee or prospective employee whose controlled substance or alcohol (except as modified by the ADA) tests are confirmed and verified positive in accordance with the provisions of this program shall not, by reason of those results alone, be defined as a person with a "handicap" or "disability" for the purposes of Utah Code Annotated Chapter 35, Title 34 (Utah Anti-Discriminatory Act) or the Federal Americans with Disabilities Act.

11.170. Amendments.

Syracuse City reserves the right to interpret, modify, and/or revise this policy in whole or in part. Nothing in this policy is to be construed as an employment contract nor does this alter an employee's employment status. This policy will be amended from time to time to comply with changes in Federal and State laws.

SYRACUSE CITY CORPORATION

Personnel
Policies and Procedures
Manual

Effective
Updated 2014

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

SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

TABLE OF CONTENTS

POLICIES

CHAPTER 1: INTRODUCTION 10
1.010. Purpose.
1.020. Applicability.
1.030. Interpretation.
1.040. Amendments.
1.050. Distribution
1.060. Acknowledgement Form.
1.070. Disclaimer.
1.080. Conflicts.

CHAPTER 2: ADMINISTRATION 12
2.010. Human Resources Specialist.
2.020. Job Descriptions.
2.030. Classification Plan.
2.040. Personnel Records.
2.050. Employee Inquiries and References

CHAPTER 3: EMPLOYEE HIRING 14
3.010. Equal Opportunity Employer.
3.020. Employment Philosophy.
3.030. Employment of Relatives (Nepotism).
3.040. Employment of Minors.
3.050. Authority to Hire.
3.060. Recruiting.
3.070. Newly Created or Existing Positions.
3.080. Advertising.
3.090. Open Position Notices.
3.100. Application Process.
3.110. Interviews.
3.120. Testing and Investigations.
3.130. Job Offers.
3.140. Employment Eligibility Verification.
3.150. Employee Orientation.
3.160. Disqualification.
3.170. Rehires

CHAPTER 4: EMPLOYMENT STATUS 20
4.010. General Policy.
4.020. Employee Definitions.
4.030. FLSA Employment Status.
4.040. Probationary Employment Period.
4.050. Light Duty Status.
4.060. Volunteers.
4.070. Court Ordered Service.

SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

CHAPTER 5: COMPENSATION 23
5.010. General Policy
5.020. Compensation Plan.
5.030. Pay Grade for New Employees.
5.040. Pay Progression.
5.050. Meritorious Performance.
5.060. Longevity Increase.
5.070. Cost of Living Adjustments.
5.080. Position Adjustments.
5.090. Overtime.
5.100. Compensatory Time.
5.110. Holiday Pay.
5.120. On-Call Pay.
5.130. Special Programs.
5.140. Severance Pay.

CHAPTER 6: PAYROLL ADMINISTRATION 28
6.010. Work Hours.
6.020. Work Periods.
6.030. Breaks and Meal Periods.
6.040. Time Keeping.
6.050. Pay Periods.
6.060. Paydays.
6.070. Automatic Payroll Deposits.
6.080. Payroll Deductions and Withholdings.
6.090. Garnishments.
6.100. Reimbursable Expenses.
6.110. Advances.

CHAPTER 7: BENEFITS 31
7.010. Disclaimer.
7.020. Eligibility.
7.030. Medical, Dental, and Vision Insurance.
7.040. Life Insurance.
7.050. Long-Term Disability Insurance.
7.060. Accidental Death and Dismemberment Insurance.
7.070. Retirement Program.
7.080. Social Security.
7.090. COBRA Coverage.
7.100. Health Savings Account & Flex Spending Account.
7.110. Employee Assistance Program.
7.120. Community Center Membership.
7.130. Health and Wellness
7.140. Termination.

CHAPTER 8: LEAVE 34
8.010. Paid Leave.
8.020. Leave Without Pay.
8.030. Leave Procedures.
8.040. Leave Procedures Exceptions.

8.050. Unauthorized Absence.
8.060. Vacation Leave.
8.070. Sick Leave.
CHAPTER 8: LEAVE (continued) 34
8.080. Holiday Leave.
8.090. Family and Medical Leave.
8.100. Military Leave.
8.110. Jury Duty Leave.
8.120. Injury Leave.
8.130. Funeral Leave.
8.140. Administrative Leave

CHAPTER 9: EMPLOYEE CONDUCT 45
9.010. Employee Vision and Mission Statements.
9.020. Public Relations.
9.030. Working Relationships.
9.040. Personal Appearance.
9.050. Uniforms.
9.060. Employee Ethics.
9.070. Honesty.
9.080. Confidentiality.

9.090. Attendance.
9.100. Outside Employment.
9.110. Personal Activities.
9.120. Political Activities.
9.130. Social Networking
9.140.Smoking.
9.150. Consensual Romantic Relationships.
9.160. Workplace Violence.
9.170. Americans with Disabilities Policy.
9.180. Credit Cards.

CHAPTER 10: HARASSMENT 53
10.010. Policy.
10.020. Purpose.
10.030. Notice.
10.040. Definitions.
10.050. Prohibited Conduct.
10.060. Employee Responsibility.
10.070. Complaint Procedures.
10.080. File Records.
10.090. Confidentiality.
10.100. Retaliation.
10.110. Misuse of Policy.
10.120. Other Procedures and Remedies.

CHAPTER 11: NON-DOT DRUG AND ALCOHOL TESTING POLICY 57
11.010. Purpose.
11.020. General Policy.

11.030. Applicability.
11.040. Definitions.
11.050. Regulations.
11.060. Zero Tolerance.
CHAPTER 11: NON-DOT DRUG AND ALCOHOL TESTING POLICY (continued) 57
11.070. Voluntary Rehabilitation.
11.080. Prescription and Over-the-Counter Drugs.
11.090. Testing Required.
11.100. Basis for Testing.
11.110. Testing Procedures.
11.120. Results.
11.130. Action.
11.140. Confidentiality and Access to Test Results.
11.150. Notification of Conviction.
11.160. Americans with Disabilities Act (ADA).

CHAPTER 12: DOT DRUG AND ALCOHOL TESTING POLICY 70
12.010. Purpose
12.020. General Policy.
12.030. Applicability.
12.040. Definitions.
12.050. Prohibitions.
12.060. Zero Tolerance.
12.070. Voluntary Self-Identification Program.
12.080. Prescription and Over-the-Counter Drugs.
12.090. Testing Required.
12.100. Basis for Testing.
12.110. Pre-Employment Testing.
12.120. Post-Accident Testing.
12.130. Random Testing.
12.140. Reasonable Suspicion Testing.
12.150. Return-to-Duty Testing.
12.160. Follow-Up Testing.
12.170. Testing Procedures.
12.180. Results.
12.190. DOT Required Action.
12.200. Removal from Safety-Sensitive Functions.
12.210. Additional Action.
12.220. Records.
12.230. Confidentiality.
12.240. Notification of Conviction.
12.250. Americans with Disabilities Act (ADA).

CHAPTER 13: EMPLOYEE TESTING AND EVALUATION 90
13.010. Background Checks.
13.020. Medical Examinations.
13.030. Driving Record Evaluations.

CHAPTER 14: WORKPLACE SAFETY 95
14.010. General Policy.

14.020. Occupational Safety and Health Act.
14.030. Safe Environment.
14.040. Inspection of Workplace.
14.050. Safety Rules.
CHAPTER 14: WORKPLACE SAFETY (continued) 95
14.060. Use of Equipment and Tools.
14.070. Confined Space Entry.
14.080. Accident Reports.
14.090. Work Related Injuries.
14.100. Workers' Compensation.
14.110. Bringing Children to Work.

CHAPTER 15: DISASTER RESPONSE PLANNING 100
15.010. General Policy.
15.020. Employee Disaster Notification.
15.030. Natural Disaster Response Plan.
15.040. Man-Made Disaster Response Plan.
15.050. Suspicious Person or Assailant Threats.
15.060. Telephone Bomb Threats.
15.070. Mail, Letter, and Package Bomb Threats.
15.080. Suspicious Article Threats.

CHAPTER 16: TUITION AID 103
16.010. Purpose.
16.020. Funds.
16.030. Eligibility.
16.040. Standards.
16.050. Procedure.
16.060. Limitations.
16.070. Compliance.
16.080. Records.

CHAPTER 17: TRAVEL AND REIMBURSABLE EXPENSES 106
17.010. Travel Costs.
17.020. General Expenses.

CHAPTER 18: VEHICLE USE 109
18.010. Purpose.
18.020. Official City Business.
18.030. Use Agreement and Driver's License Verification.
18.040. Authorized Passengers Only.
18.050. Parking and Operation.
18.060. Vehicle Backing.
18.070. Secure Loads.
18.080. Vehicle Maintenance.
18.090. Vehicle Abuse.
18.100. Accidents.
18.110. Take-Home Vehicle Use.
18.120. Take-Home Vehicle Rules.
18.130. Private Vehicle Use.

18.140. Failure to Comply.

CHAPTER 19: COMPUTERS AND EQUIPMENT USE 113
19.010. Equipment and Supplies.
19.020. Removal of Equipment.
19.030. Technology Resources.
19.040. Computers, Email, and Internet.
19.050. Prohibited Computer Use.
19.060. Postage Meters.
19.070. FAX and Copy Machines.
19.080. Land-Line Telephones.
19.090. Cellular Telephones.
19.100. Termination.

CHAPTER 20: PERFORMANCE EVALUATIONS 117
20.010. General Policy.
20.020. Performance Evaluation Periods.
20.030. Performance Evaluations.
20.040. Records.

CHAPTER 21: GRIEVANCES 118
21.010. Grievances.
20.020. Informal Grievance Procedures.
20.030. Formal Grievance Procedures.
21.040. Appeal.
21.050. Retaliations.
21.060. Records.

CHAPTER 22: DISCIPLINARY ACTION 120
22.010. General Conduct.
22.020. Responsibility for Discipline.
22.030. Levels of Discipline.
22.040. Investigation.
22.050. Administrative Leave.
22.060. Verbal Warning.
22.070. Written Reprimand.
22.080. Probation.
22.090. Suspension.
22.100. Demotion.
22.110. Dismissal.
22.120. Pre-Disciplinary Action Hearing.
22.130. Disciplinary Action.
22.140. Appeals.

CHAPTER 23: TERMINATION 124
23.010. Types of Termination.
23.020. Voluntary Termination Procedures.
23.030. Involuntary Termination Procedures.
23.040. Resignation in Lieu of Involuntary Termination Procedures.
23.050. Reduction in Force Procedures.

23.060. Retirement Procedures.
23.070. Final Paychecks.

CHAPTER 23: TERMINATION (continued) 124
23.080. Return of City Property.
23.090. Exit Interview.
23.100. COBRA Coverage.

FORMS

APPENDIX A: POLICY MANUAL ACKNOWLEDGEMENT OF RECIEPT 127

APPENDIX B: POST-EMPLOYMENT REFERRAL RELEASE 128

APPENDIX C: NEW HIRE REQUISITION 129

APPENDIX D: PERSONNEL ACTION FORM 131

APPENDIX E: VOLUNTEER SERVICE AGREEMENT 132

APPENDIX F: COMPENSATION TIME AGREEMENT 135

APPENDIX G: BI-WEEKLY COMPENSATION TIME ELECTION FORM 136

APPENDIX H: LEAVE REQUEST FORM 137

APPENDIX I: EMPLOYEE RIGHTS AND RESPONSIBILITIES 139

APPENDIX J: NOTICE OF ELIGIBILITY AND RIGHTS AND RESPONSIBILITIES 140

APPENDIX K: DESIGNATION NOTICE 142

APPENDIX L: CERTIFICATION OF EMPLOYEE'S OWN SERIOUS HEALTH CONDITION 143

APPENDIX M: CERTIFICATION OF FAMILY MEMBER'S SERIOUS HEALTH CONDITION 147

APPENDIX N: CERTIFICATION OF QUALIFYING EXIGENCY FOR MILIATRY FAMILY LEAVE 151

APPENDIX O: CERT. OF SERIOUS INJURY/ILLNESS FOR COVERED SERVICE MEMBER 154

APPENDIX P: NOTICE OF SECONDARY EMPLOYMENT 158

APPENDIX Q: DRUG TESTING RELEASE FORM FOR MINORS 159

APPENDIX R: BACKGROUND INVESTIGATION RELEASE FORM (Form A) 160

APPENDIX S: BACKGROUND INVESTIGATION RELEASE FORM (Form B) 161

APPENDIX T: ACCIDENT REPORT FORM 162

APPENDIX U: TELEPHONE BOMB THREAT CHECKLIST 164

FORMS (continued)

APPENDIX V: TUITION AID REQUEST 165

APPENDIX W: TRAVEL APPLICATION 167

APPENDIX X: VEHICLE USE AGREEMENT 169

APPENDIX Y: FORMAL EMPLOYEE GRIEVANCE FORM 170

APPENDIX Z: DISCIPLINARY ACTION FORM 172

SYRACUSE CITY
PERSONNEL POLICIES AND PROCEDURES

CHAPTER 1
INTRODUCTION

1.010. Purpose.
1.020. Applicability.
1.030. Interpretation.
1.040. Amendments.
1.050. Distribution.
1.060. Acknowledgement Form.
1.070. Disclaimer.
1.080. Conflicts.

1.010. Purpose.

The purpose of these Personnel Policies and Procedures ("Policies and Procedures") is to provide guidelines and information for City employees to assist them in performing and pursuing competent and satisfying employment with the City. 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.

1.020. Applicability.

These Policies and Procedures shall apply to all City employees and appointed officers, except where otherwise specifically excluded. These Policies and Procedures do not apply to elected officials, members of commissions and committees, or persons engaged under contract to supply professional or technical services. These Policies and Procedures are in addition to any other department-approved policies and procedures or operational standards, including, but not limited to, Police Department and Fire Department policies and operational standards.

1.030. Interpretation.

The City Manager shall provide the official interpretation of these Policies and Procedures. The department heads and supervisors shall be responsible for implementing these Policies and Procedures within their departments under the direction of the City Manager and the Human Resources Specialist.

1.040. Amendments.

Personnel practices and procedures are in a constant state of change and the City will review the policies and procedures set forth herein as needed to best serve the needs of the City and its employees. The City reserves the right to unilaterally alter, amend, except or revoke any policy, practice or procedure set forth herein in its sole discretion. All amendments shall be submitted for review by the City Council. The City Manager shall submit any proposed changes to the City Council for discussion on the next regularly scheduled work meeting, unless a proposed policy requires immediate action or otherwise permitted action under the Public and Open Meetings Act requirements of the Utah Code. If there are no objections from the Mayor or any member of the City Council , the proposed policy amendments shall be approved. If the mayor or any member of the City Council objects to the proposed changes, the proposed changes shall be scheduled for the next City Council Meeting for a vote by the Council. In such case, the proposed amendments must be approved by a majority vote of the City Council per the City Code.

1.050. Distribution.

A copy of these Policies and Procedures and any amendments hereto shall be made available to all employees and appointed officers in electronic or hard copy format. Employees will be notified in writing of any amendments to these Policies and Procedures. The content of the amendments will be made available in electronic format unless a hard copy is requested by the employee. The City shall be responsible for keeping the electronic and hard copy of the Personnel Policies and Procedures up to date with amendments. A log sheet may be provided by the City to assist in recording and tracking updates.

1.060. Acknowledgment Form.

City employees are responsible to be aware of and adhere to all the provisions of these Policies and Procedures and any amendments hereto. Each employee shall sign and submit to the City an Acknowledgment Form, as provided by the City, attesting to the fact that he or she has received instructions how to access a copy of these Policies and Procedures and any amendments to these Policies and Procedures and has agreed to read and understand the provisions set forth herein. Submission of a signed Acknowledgement Form shall be a condition of employment for all employees. The signed Acknowledgment Form shall be filed in the employee's personnel file.

1.070. Disclaimer.

The information contained herein, and any amendments or alterations hereto, do not constitute a contract or agreement of any kind between the City and its employees. No person other than the City Manager, with the advice and consent of the City Council, has the authority to enter into an agreement with any employee for any specified employment term or to make any commitments contrary to the relationship of City employees. Any such agreement or commitment must be made in writing. The information and policies contained herein shall not constitute or create any rights in or obligations to any persons or parties other than to the City and its employees. Nothing herein shall be construed to limit the City's right to discharge an employee or to create any other obligation or liability on the City. The City alone shall be entitled to enforce or waive the provisions of any policy, practice or procedure set forth herein.

1.080. Conflicts.

Except as otherwise specifically provided, these Policies and Procedures supersede all prior letters, memoranda, resolutions, policies and procedures of the City which are inconsistent with the matters stated herein. In the event of a conflict between any of the provisions set forth herein or with department approved policies and procedures, the more restrictive provision shall apply. 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.

CHAPTER 2
ADMINISTRATION

2.010. Human Resources Specialist.
2.020. Job Descriptions.
2.030. Classification Plan.
2.040. Personnel Records.
2.050. Employee Inquiries and References.

2.010. Human Resources Specialist.

The City has created the position of Human Resources Specialist. The Human Resources Specialist is responsible for the administration and implementation of these Policies and Procedures and applicable City Ordinances. The duties and responsibilities of the Human Resources Specialist, with respect to these Policies and Procedures, include, but are limited to, the following:

(a) to develop, implement and administer these Policies and Procedures;

(b) to promote the fair treatment of employees and the administration of these Policies and Procedures; and

(c) to review these Policies and Procedures and recommend suggestions or changes deemed necessary to the City Manager and City Council.

2.020. Job Descriptions.

The City should provide and maintain a current job description for each employment 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 should be based on the requirements and duties listed in the relevant job description.

2.030. Classification Plan.

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

2.040. 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 Ann*. §§ 63-2-101, *et seq*., and the Utah Municipal Records Retention Schedule, as adopted and amended by the City.

(d) Access. Pursuant to *Utah Code Ann*. §§ 67-18-1, *et seq*., as amended, 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 Ann*. §§ 63-2-101, *et seq*., as adopted and amended by the City. Access and examination of personnel records by the City Manager and/or Department Head 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.

2.050. Employee Inquiries and References.

All inquiries from outside parties regarding current and former employees shall be directed to the Human Resources Specialist.. 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 Ann*. § 34-42-1, as amended, 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.

CHAPTER 3
EMPLOYEE HIRING

3.010 Equal Opportunity Employer.
3.020. Employment Philosophy.
3.030. Employment of Relatives (Nepotism).
3.040. Employment of Minors.
3.050. Authority to Hire.
3.060 Recruiting.
3.070. Newly Created or Existing Positions.
3.080. Advertising.
3.090. Open Position Notices.
3.100. Application Process.
3.110. Interviews.
3.120. Testing and Investigations.
3.130. Job Offers.
3.140. Employment Eligibility Verification.
3.150. Employee Orientation.
3.160. Disqualification.
3.170. Rehires.

3.010 Equal Opportunity Employer.

Syracuse City is an ”Equal Opportunity Employer" and it is the policy of the City to comply with Federal and State equal employment opportunity laws and guidelines. The City shall not discriminate in the hiring, employment, promotion or other employment practices with respect to its employees on the basis of race, color, religion, sex, national origin, political affiliation, age, 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.

3.020. Employment Philosophy.

The City Council shall adopt and maintain a Recruitment and Retention Policy for the city, which purpose is to attract the best talent possible, motivate and retain that talent for the overall benefit of the citizens. The City seeks to attract and retain the most highly qualified and competent employees who exhibit the qualities and characteristics required for and consistent with the job to be performed. Evaluation of employment applicants will be made on the basis of education, skills, experience, character, competence, ability to work and relate with co-workers, supervisors and the public, and potential job performance and learning consistent with the needs of the City and the specific position to be filled. A copy of the Recruitment and Retention Policy is attached hereto as Appendix (?), and incorporated herein by this reference.

3.030. Employment of Relatives (Nepotism).

It is the policy of the City to comply with the provisions of Title 52, Chapter 3, of the *Utah Code Annotated*, as amended, regarding the prohibition of employment of relatives. The City restricts the hiring of city employees’ relatives. A relative is defined as the employees’ husband, wife, parent, step-parent,

nephew, niece, grandparent, son-in-law, daughter-in-law, sister, step-sister, brother, step-brother, son, step-son, daughter, step-daughter, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, or first cousin; or a spouses' grandparent, grandchild, aunt, uncle, nephew, niece, or first cousin. Guidelines regarding employment of relatives is as follows:

(a) A person may be hired within the same department as long as there is not a direct or indirect supervisor/subordinate relationship between the employees, a conflict of interest or the appearance of a conflict of interest.
(b) In the event that an employee who directly or indirectly supervises another employee whom become related as a result of a marriage, the City will attempt to find a suitable position within the City to which one of the affected employees may transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign.
(c) No employee who is related to someone within the same department shall be promoted to a Department Head or Supervisor position.

3.040. Employment of Minors.

The City may employ minors from time to time and it is the policy of the City to comply with all State and Federal laws and regulations regarding the employment of minors, including, but not limited to, *Utah Code Ann.* §§ 34-23-101, *et seq*., 29 U.S.C. §212 and 29 C.F.R. Part 570. The law prohibits employment of minors under age 14 and no one under the age of 18 may perform a hazardous job as defined by the Fair Labor Standards Act (FLSA). Please see the Human Resource Specialist for further information on such duties. Please see Work Hours and Breaks and Lunch Periods in Chapter 6 for additional information in regards to employment of minors.

3.050. Authority to Hire.

In accordance with the hiring provisions set forth in Title 1 (Administration) of the Syracuse City Ordinances, hiring shall be conducted as follows:

(a) With the exception of department head positions and positions required by law to be appointed by the Mayor and/or City Council, the City Manager, or his or her designee, has the authority to post, interview, and hire for all available employment positions within the City.

(b) It is the responsibility of the Mayor, with the advice and consent of the City Council, to appoint individuals to all department head positions and positions otherwise required by law, such as the City Recorder and City Treasurer. The City Manager, or his or her designee, shall assume the responsibilities of posting, interviewing and making final recommendations to the Mayor and City Council for such positions.

3.060 Recruiting.

All recruitment shall be conducted in accordance with the City's Equal Opportunity Employer policy as set forth in Section 3.010. Any and all selecting and advancing of employees in the City personnel system shall be on the basis of the applicant and/or employee's ability, knowledge, and skill levels related to the vacant position in accordance with the City's Employment Philosophy set forth in Section 3.020. All hiring shall be based upon the job description for the specific position opening. If the recruitment is for a newly created position, a job description, classification and salary range shall be prepared by the City prior to recruiting for the proposed position and the position approved by the City Council in accordance with Section 3.070. As an alternative to outside recruitment, the City may promote or consider employees from within to fill vacant job positions. Syracuse City employees that apply for and meet minimum qualifications required for the open position should be interviewed during the interviewing process with the other outside applicants; however, this is not required when an employee is promoted.

3.070. Newly Created or Existing Positions.

Newly created regular or appointed positions may be created by the City Council through authorization and approval of the job description, classification, and salary range of the position, either through the annual budget authorization or by separate action of the City Council. Any department head wishing to create a new position within their department shall submit a request to the Human Resources Specialist, including a proposed job description, classification, and the pay range for the job. If acceptable to the Human Resources Specialist, the new position request shall be forwarded to the City Manager for review and recommendation to the City Council. Job openings for existing positions, which have been previously authorized by the City Council shall be reviewed by the Human Resources Specialist and approved by the City Manager to initiate the hiring process.

3.080. Advertising.

Upon approval by the City Council for new positions and approval by the City Manager for existing positions, the Human Resources Specialist will prepare advertisements for job openings and post notice of such openings as provided herein. Advertising for job openings should be posted at the City Offices and a copy of the posting sent via email to each department head for posting within the Department. Department heads are responsible for ensuring that all job postings are posted within their Department. Internal posting of job openings will also be posted on employee bulletin boards. In addition, and at the same time, the Human Resources Department will advertise all new and vacant positions as it deems appropriate unless directed otherwise by the City Manager. In general, all new and vacant positions will be posted externally on the Syracuse City Website and through the Utah Department of Workforce Services. Other media, including newspapers, social media and professional publications, may be used.

3.090. Open Position Notices.

Open position notices prepared by the Human Resources Specialist should contain a statement indicating the City's Equal Opportunity Employer status. Open position notices should also specify what application information is required (resume, cover letter, etc.), where job applications may be obtained, instructions on returning completed applications, and the deadline for filing an application.

3.100. Application Process.

(a) An application for employment will be accepted from applicants for employment on forms provided by Syracuse City. Job applications are available via the City website at www.syracuseut.com or at the City Office building. No one under the age of eighteen (18) may apply for or be hired for full-time employment with the City. No one under the age of sixteen (16) may apply for or be hired for any employment position with the City.

(b) All applications and resumes shall be forwarded to the Human Resources Specialist. Upon receipt, each application, resume, and/or cover letter will be marked with the date it was received. Completed applications will be placed in a file for the open position and shall be retained in accordance with the Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., as adopted and amended by the City.

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

(d) Applications may be rejected for, but not limited to, the following reasons:

(i) The applicant does not meet the minimum qualifications established for the position;

(ii) The applicant voluntarily indicates that he or she is physically or mentally unable to perform the essential duties and responsibilities of the position with or without reasonable accommodation(s) (determined only after a conditional offer of employment has been extended to a job applicant and pending the results of a medical examination);

(iii) The applicant has falsified a material fact or failed to complete the application;

(iv) The applicant failed to timely file the application;

(v) The applicant has an unsatisfactory employment history or poor work references; or

(vi) The applicant failed to attain a passing score, if an examination is required.

3.110. Interviews.

The Human Resources Specialist, in conjunction with the hiring department head or the City Manager, will select applicants to interview from those who have passed the preliminary screening tests and job applications. Job related duties and qualifications will provide the basis for initial screening of job applicants. Individuals conducting job interviews shall only ask questions that pertain to the job position. A structured interview guide shall be developed and reviewed by the Human Resources Specialist and the department head filling the position before the interview begins. The guide will be developed in accordance with the Syracuse City Equal Employment Opportunity policy. During the interview each interviewer will complete the structured interview guide developed for the position. The Human Resources Specialist shall be given the opportunity to attend all interviews for Full-Time positions.

3.120. Testing and Investigations.

Applicants for positions with the City may be subject to competitive testing or condition of employment testing which may include, but is not limited to: determination of bondability, rating of education and experience, written, oral, or physical tests, drug testing, medical examinations, driving record evaluations, and/or background investigations in accordance with these Policies and Procedures and applicable provisions of law. *See*, Chapter 13 of these Policies and Procedures regarding Employee Testing and Evaluation. The structure and methods of testing shall be reviewed by the Human Resources Specialist prior to the testing being conducted.

3.130. Job Offers.

After a job applicant is approved by the Human Resources Specialist and the hiring department head (and City Council as applicable for department head positions), with the consent of the City Manager, the Human Resources Specialist or department head in coordination with the Human Resources Specialist, shall notify the successful job applicant of his or her conditional selection through: (1) a telephone call; and (2) a written job offer letter. To accept a job offer, the candidate must sign the written job offer, thereby making the offer official. The original job offer letter is then filed in the employee's file and a copy is given to the new employee. Written job offer letters will include the following:

(a) The employee's job title;

(b) A clear statement of the job description;

(c) The employee's supervisor;

(d) The employee's starting salary (starting salary offers for exempt positions shall be figured as both an annual and bi-weekly amount and starting salary offers for non-exempt positions shall be figured as the equivalent hourly wage);

(e) Any applicable relocation commitments;

(f) A summary of the benefits in which the employee will be eligible to participate;

(g) Syracuse City's at-will employment policy, to the extent applicable;

(h) The employee's starting date;

(i) The length of the employee's probationaryperiod;

(j) Notice that employment is contingent upon passing a background investigation, drug testing, driving record evaluation, medical examination, and any other testing or investigation, to the extent required under these Policies and Procedures for the particular position.

3.140 Employment Eligibility Verification.

In conformance with the "Immigration Reform and Control Act of 1986" (P.L. 99-603) and in order to avoid monetary penalties for the hiring of illegal workers, the Human Resources Specialist shall establish an employment verification system, and shall verify that all applicants for vacant positions or persons hired to fill vacant positions are authorized to work within the boundaries of the United States.

3.150. Employee Orientation.

On the first day of work the new employee should receive a general orientation concerning benefits, compensation practices, personnel policies and procedures, vacation, holiday and sick leave, work hours, parking, and various employment expectations. After a new employee is hired he or she shall fill out all required pre-employment forms, benefit applications, and enrollment forms. In addition to any other required forms, the following forms shall be filled out by all new employees:

(a) Employment Eligibility Verification Form (Form I-9);

(b) Federal Withholding Statement (Form W-4);

(c) Utah New Hire Registry Reporting Form;

(d) Applicable Utah Retirement System (URS) Form;

(e) Syracuse City Direct Deposit Form;

(f) Personnel Policies and Procedures Acknowledgement Form; and

(g) If applicable, all benefits enrollment forms.

3.160 Disqualification.

The City reserves the right to reject any application which indicates on its face that the applicant does not possess the minimum qualifications required for the position. Applicants and subsequently hired applicants who make false statements or who are found to have engaged in any type of deception or fraud in the application or testing process may be rejected or terminated, if hired.

3.170 Rehires.

Job applications received from former employees will be processed using the same procedures and standards that govern all other non-employee applications. The Human Resources Specialist will review the former employee's personnel records and the circumstances surrounding termination of previous employment with the City. Former employees who have been terminated for cause, or who voluntarily resigned while facing disciplinary action, or who did not give a two (2) week notice are not eligible for rehire. Employees must give a two (2) week notice in order to be rehireable unless deemed otherwise at the discretion of the City Manager. Eligibility for rehire should be noted on termination forms. Applicants who are rehired shall be required to serve a probationary period in accordance with these Policies and Procedures. Former employees who terminated employment with the City in good standing may maintain the original anniversary date for benefit purposes if they are re-employed by the City within one (1) year after the date of termination.

CHAPTER 4
EMPLOYMENT STATUS

4.010. General Policy.
4.020. Employee Definitions.
4.030. FLSA Employment Status.
4.040. Probationary Employment Period.
4.050. Light Duty Status.
4.060. Volunteers.
4.070. Court Ordered Service.

4.010. General Policy.

Employment positions within Syracuse City are defined and classified into various categories that relate to employment status, hiring procedures, compensation, benefits eligibility, and applicability of certain Federal and State laws. Such categories are subject to change depending upon the requirements of State and Federal law, City policy or City Ordinances.

4.020. Employee Definitions.

Each employee position available with the City is defined and categorized as one of the following, depending upon the number of required working hours for the particular position and/or the temporary nature of the position. Elected officials are excluded from these categories.

(a) Full-Time. An employee working in a position for which the normal work schedule is forty (40) or more hours per week is considered a full-time employee. Full-time employees are eligible for participation in City provided benefits programs as more particularly set forth in these Policies and Procedures.

(b) Part-Time. An employee working in a position for which the normal work schedule is less than thirty (30) hours per week is considered a part-time employee. Part-time employees are not eligible for benefits except as expressly provided herein or otherwise required by law. Part-time employees are at-will and may be terminated at any time with or without cause, without appeal.

(c) Seasonal. An employee working in a position that is expected to work for six (6) months or less per year and which the need for the position ends typically in conjunction with a season is considered a seasonal employee. Seasonal employees are not eligible for benefits except as expressly provided herein or otherwise required by law. Seasonal employees are at-will and may be terminated at any time with or without cause, without appeal.

(d) Temporary. An employee working in a position that is expected to work for six (6) months or less per year, less than thirty (30) hours per week and which the need for the position ends after a single project is not typically repeated each year is considered a temporary employee. Temporary employees are not eligible for benefits except as expressly provided herein or otherwise required by law. Temporary employees are at-will and may be terminated at any time with or without cause, without appeal.

4.030. FLSA Employment Status.

To facilitate provisions of the Fair Labor Standards Act ("FLSA") regarding employee eligibility for overtime compensation, employees shall be classified as either exempt or nonexempt. These categories are defined as:

(a) Exempt. Employees who are not covered by or subject to the overtime requirements and regulations of the FLSA are deemed "exempt." Employees are classified as exempt based upon the nature of the work, conditions of employment, and criteria set forth in the FLSA and related Federal rules and regulations.

(b) Non-Exempt. Employees who are covered by and subject to the overtime requirements and regulations of the FLSA are deemed "non-exempt."

4.040 Probationary Employment Period.

(a) All newly hired Full-Time employees shall be subject to a twelve (12) month Probationary Period. The Probationary Period shall begin on the first day of employment and shall continue for twelve (12) months thereafter. The Probationary Period is established to evaluate the performance and potential of the new employee, determine the employee's retention, possible transfer or termination, and to give the employee the chance to evaluate the job.

(b) At any time during the Probationary Period, the employee may be terminated by the City with or without cause and without right to due process, notice, or appeal in connection with the termination.

4.050. 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 the Human Resources Specialist 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 extended for extenuating circumstances. Light duty assignments over thirty (30) days must be approved by the City Manager.

4.060 Volunteers.

(a) 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, exclusive of "court ordered" volunteers as set forth in Section 4.070. 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.

(b) Volunteers may be provided protections under the Volunteer Government Workers Act, as set forth in *Utah Code Ann*. §§ 67-20-1, *et seq*., as amended, 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.

4.070. Court Ordered Service.

Court ordered community service volunteer labor is authorized but shall be accepted at Syracuse City only when ordered through the Syracuse City Justice Court. Court ordered volunteers may be considered an employee of the City for purposes of workers' compensation benefits as more particularly provided in the Volunteer Government Workers Act, as set forth in *Utah Code Ann*. §§ 67-20-1, *et seq*., as amended, regarding "compensatory service workers," as defined therein.

CHAPTER 5
COMPENSATION

5.010. General Policy.
5.020. Compensation Plan.
5.030. Pay Grade for New Employees.
5.040. Pay Progression.
5.050. Meritorious Performance.
5.060. Longevity Increase.
5.070. Cost of Living Adjustments.
5.080. Position Adjustments.
5.090. Overtime.
5.100. Compensatory Time.
5.110. Holiday Pay.
5.120. Special Programs.
5.130. Severance Pay.

5.010 General Policy.

Syracuse City will pay at least minimum wage and overtime to all Non-Exempt employees in accordance with applicable provisions of the Fair Labor Standards Act (FLSA). Syracuse City may compensate all Exempt employees with time off for extra hours worked as more particularly set forth herein. Syracuse City will also provide equal pay to all employees doing similar work which requires substantially equal skill, effort, and responsibility and are performed under similar working conditions in accordance with the FLSA and the Equal Pay Act of 1963.

5.020. Compensation Plan.

(a) Compensation Plan. The City Council shall adopt and maintain a compensation plan for the City, including minimum and maximum rates of pay for each position within the City's personnel system and such intermediate steps or grades as deemed necessary and equitable for employee compensation ("Compensation Plan"). The Compensation Plan may also include salary administration guidelines, position pay grade schedule, and salary schedule, as adopted by the City. Salaries shall be 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 the financial policy and economic conditions of the City. Independent market studies may be authorized at the discretion of the City Council when deemed necessary. Compensation for statutory officers shall be subject to public hearing requirements and adopted by ordinance of the City Council in accordance with applicable provisions of *Utah Code Ann*. § 10-3-818, as amended. A copy of the Compensation Plan is attached hereto as Appendix (?), and incorporated herein by this reference.

(b) Updates and Amendments. The Compensation Plan should be reviewed and analyzed annually by the Human Resources Specialist and City Manager who may recommend appropriate changes to the City Council. The City Council may review and make appropriate changes to the Compensation Plan at anytime in accordance with applicable procedures regarding the same. Implementation of any recommended adjustments to the Compensation Plan shall be subject to City Council approval and availability of funds. Any amendments or updates to compensation or compensation schedules for statutory officers shall be subject to public hearing requirements and adopted by ordinance of the City Council in accordance with applicable provisions of *Utah Code Ann*. § 10-3-818, as amended.

5.030. Pay Grade for New Employees.

Except as provided herein, pay for newly hired employees shall be set at the minimum of the pay range assigned to the specific job position. The City Manager may approve higher starting compensation, up to the midpoint of the pay range for the specific job position, as warranted by job qualification and experience and subject to the availability of funds.

5.040. Pay Progression.

Progression within the salary and wage scale for any given position may be based upon recommendation of the City Manager with final approval given by the City Council. In making recommendations, for pay progression or special adjustments, the City Managershall consider level of responsibility, performance, length of service, market conditions or other factors. Employees may advance through the salary and wage scale at a minimum of a half-percent (.5%) wage increase up to a maximum of a five percent (5%) wage increase per fiscal year as authorized within the City's budget and recommendation by the Department Head. The City Manager may approve all recommended salary and wage increases up to five percent (5%). No salary or wage increase above five percent (5%) may be approved without the review and consent of the City Council.

5.050. Meritorious Performance.

The City Council may, in its sole discretion, adopt meritorious performance increase guidelines on an annual basis to provide for employee compensation increases. Such meritorious performance increase guidelines shall be adopted and effective as of the first pay period with a July start date each calendar year and shall be subject to funding in the approved budget. Full-time and part-time employees are eligible to receive a meritorious performance increase, subject to the terms and conditions set forth herein. Temporary or seasonal employees may be eligible at the discretion of the City Manager, within budgetary limits and subject to the terms and conditions set forth herein. Employees who have completed their Probationary Period and who have received a satisfactory or better performance rating for performance related to the last twelve (12) months prior to the rating date shall be eligible to receive a meritorious performance increase. Employees who are still in their Probationary Period may be eligible to receive a meritorious performance increase if they have completed at least six (6) months of their Probationary Period and have received a satisfactory or better performance rating for such Probationary Period. Employees at or above the pay range maximum and employees whose performance is rated less than satisfactory shall not be eligible to receive a meritorious performance increase. A meritorious performance pay increase shall not exceed the maximum range of pay assigned to the specific employee position.

5.060. Longevity Increase.

The City Council may, in its sole discretion, grant a longevity increase not to exceed five percent (5%) of an employee's gross pay to an employee who has been paid at or above the range maximum for a minimum of five (5) years, provided the employee has received a successful or outstanding performance rating in the last year and has been employed by Syracuse City for at least eight (8) years. An employee whose salary exceeds the range maximum is eligible to receive a longevity adjustment no more frequently than every five (5) years after the initial longevity adjustment. Any subsequent longevity increase shall not exceed five percent (5%) of the employee's gross pay. An employee is eligible to receive a maximum of five (5) successive longevity adjustments beyond the range maximum ("Longevity Scale Maximum").

5.070. Cost of Living Adjustments.

The City Council may, in its sole discretion, approve Cost of Living Adjustments ("COLA") to employee salaries and/or compensation plans or schedules. COLA increases may increase the employee's salary range maximum or the position pay range.

5.080. Position Adjustments.

(a) Promotions. The City Manager may approve higher starting compensation for an employee receiving a promotion if the new salary minimum pay is less than what the employee was receiving in his or her previous position. Promotions include an upward movement in the position that significantly increases the employee's responsibilities and/or supervisory duties. An employee who is promoted will receive an increase to the minimum wage of the entering wage scale, or a seven and a half percent (7.5%) increase, whichever is greater.

(b) Reassignment or Transfer. Except when due to a demotion or other disciplinary action, an employee who is reassigned or transferred to another position shall be paid at least the same salary received prior to reassignment or transfer.

(c) Reclassification. If the City reclassifies a position to a higher level, the incumbent's salary shall be adjusted to at least the minimum of the new range and may give a salary increase, based upon increased responsibility. If the City reclassifies a position to a lower level, the incumbent's salary shall remain the same. If the incumbent's salary exceeds the maximum of the new range, the incumbent is ineligible to receive a salary increase until the salary range or longevity scale increases to incorporate the incumbent's pay rate. An employee is ineligible to receive COLA increases until the salary range increases.

(d) Advancements. Advancements includes movement to a higher position due to improved skill, knowledge, or capability, but does not significantly increase the employee's responsibilities and/or supervisory duties. An employee who advances to a higher position will receive an increase to the minimum wage of the entering pay scale, or a three and a half percent (3.5%) increase, whichever is greater. The wage increase becomes effective immediately, pending budget constraints, or at a minimum on the first pay period with a July start date following the advancement. The employee is still eligible for a retention bonus or merit increase.

5.090. Overtime.

The City Manager and/or Department Heads may direct an employee to work overtime. Each department shall develop internal rules and procedures to ensure overtime usage is efficient and economical. These policies and procedures shall include:

a. Prior City Manager and/or Department Head approval for all overtime worked;

b. Recordkeeping guidelines for all overtime worked;

c. Verification of sufficient funds in the budget to compensate for overtime worked.

Overtime compensation standards are identified for each job title as either nonexempt or exempt.

(a) Eligibility. Except as otherwise provided herein for limited compensatory time, Exempt employees, as defined in Chapter 4, are not entitled to overtime compensation. Although working extra hours beyond the scheduled workweek may be recognized through compensatory time off for extra hours worked.

Non-Exempt employees, as defined in Chapter 4, are entitled to overtime compensation in accordance with the terms and conditions set forth in this section.

(b) Authorization. Overtime hours of all employees shall be pre-approved by theCity Manager and/or Department Heads..Overtime hours shall be authorized for personnel only when absolutely necessary to provide required services or to complete a required project. Every effort should be made by the City Manager and Department Heads to keep overtime hours to a minimum. Any employee who works unauthorized overtime may be disciplined.

(c) Overtime Hours. .

i. Non-Exempt Employees. Overtime shall be paid when the employee actually works more than forty (40) hours per work week. Holiday, sick, vacation, compensatory time, or time off shall not be considered hours worked for purposes of calculating overtime compensation. Hours worked over two or more weeks may not be averaged.

ii. Exempt Employees. For each hour of approved overtime worked in excess of forty (40) hours per work week, an exempt employee shall accrue an hour of compensatory time. Such compensatory time for exempt employees is not required under the FLSA, and shall be considered herein as non-FLSA compensatory time or limited compensatory time.

iii. Law Enforcement Employees. Overtime shall be paid when the employee actually works more than eighty-six (86) hours per 14 day work period. Holiday, sick, vacation, compensatory time, or time off shall not be considered hours worked for purposes of calculating overtime compensation. Employee's performing bona fide public safety services must meet the following criteria in order to be considered for overtime compensation
    1. Be a uniformed or plainclothes sworn officer;
    2. Be empowered by local ordinance to enforce laws designed to maintain public peace and order, to protect life and property from accident or willful injury, and to prevent and detect crimes;
    3. Have the power to arrest;
    4. Be POST cerified; and
    5. Perform over eighty percent (80%) law enforcement duties.

iv. Fire Protection Employees. Overtime shall be paid when the employee actually works more than one hundred and six (106) hours per 14 day work period. Holiday, sick, vacation, compensatory time, or time off shall not be considered hours worked for purposes of calculating overtime compensation.

(d) Overtime Compensation Rate. All employees shall be paid overtime compensation at the rate of time-and-one-half the employee's regular rate of pay for all overtime hours worked.. Payments for overtime shall be issued on the regularly scheduled pay day for the work period in which it was earned. Employees may be granted compensatory time off in lieu of overtime compensation in accordance with the provisions of the FLSA.

Exempt employees may be granted limited compensatory time off at the straight time rate for all hours worked in excess of forty (40) hours per week. FLSA Exempt employees shall not be paid cash for any overtime hours worked unless an exception is made by the City Manager.

5.100. Compensatory Time.

(a) Election.Non-Exempt employees may elect to receive compensatory time off in lieu of overtime payment in cash. Non-Exempt Employees desiring to obtain compensatory time off in lieu of overtime payment in cash shall note on their timecard.

(b) Accrual Limit. Non-Exempt employees shall accrue compensatory time at one and one half hours of compensatory time for each hour of overtime worked. Employees who have elected to receive compensatory time in lieu of overtime payment in cash may accrue up to eighty (80) hours of compensatory time off; Fire protection employees working 24-hour shifts may accrue one hundred and twelve (112) hours of compensatory time off. Once an employee reaches the maximum, additional overtime shall be paid on the payday for the period in which it was earned. Employees may request use of compensatory time off in accordance with the leave procedures set forth herein. Only with prior approval of the City Manager, may compensatory time accrue up to 240 hours for regular employees or up to 480 hours for Law Enforcement and Fire Protection employees.

If a Non-Exempt employee's status changes to Exempt, that employee's compensatory time earned while in Non-Exempt status shall be paid out at the current rate of pay before the transfer took place.

Exempt employees may be granted compensatory time off at the straight time rate for all hours worked (including any hours worked on a holiday) in excess of forty (40) hours per week. For each hour of overtime worked over forty (40) hours, an Exempt employee shall accrue an hour of compensatory time. Exempt employees may accrue up to eighty (80) hours of compensatory time off. Leave and holiday time within the work period may not count as hours worked when calculating compensatory time. Any compensatory time earned by an Exempt employee is not an entitlement, a benefit, nor a vested right. Any compensatory time earned by an Exempt employee shall lapse by the first pay period ending in January of each year. .

If an Exempt employees status changes to Non-Exempt, that employee's compensatory time earned while in Exempt status shall lapse if not used by the first pay period ending in January of the year after the transfer takes place. Exceptions may be granted at the discretion of the City Manager.

(c) Use and Rate. Department Heads and/or the City Manager shall arrange for an employee's use of compensatory time as soon as possible without unduly disrupting agency operations or endangering public health, safety or property. Payments for compensatory time off shall be paid at the employee's regular rate of pay at the time the employee receives such payment.

Exceptions to this overtime compensation policy may be granted by the City Manager, in accordance with the rules governing FLSA.

5.110. Holiday Pay.

Full-time Non-Exempt employees who are not engaged in bona fide Law Enforcement and Fire Protection services that are requested by their supervisor and/or department head to work on a City-recognized holiday will be compensated at a rate of one and one-half times their hourly wage for each hour worked. This compensation will be in addition to any paid holiday leave provided by the City.

5.120. On-Call Pay.

Employees who are not engaged in bona fide Law Enforcement and Fire Protection activities and are required to be assigned to on-call status on a rotating basis will be issued a city communication device. Employees who are on-call shall carry a communication device, respond within 15 minutes if contacted, and shall be expected to report to work if deemed necessary. Time responding to a call or reporting to work will be considered as hours worked and shall be recorded in fifteen (15) minute increments on the employee's timecard. Employees who do not respond in a timely manner or do not report to work when deemed necessary may be subject to discipline up to and including termination.

On-call employees shall be paid $20 per day and shall record on-call days on his or her timecard during that pay period.

5.130. Special Programs.

Employees who participate in special programs outside of their regular employment, such as Seat Belt Enforcement, D.U.I. Enforcement, the Metro Narcotics Task Force, Metro SWAT or other program funded by federal or state grants, will be compensated at a their regular rate of pay unless otherwise established by the specific program in which they are participating.

5.140. Severance Pay.

(a) Eligibility. Only those individuals employed by the City in department head positions will be eligible for severance pay. Eligible employees will only receive severance pay if they are involuntarily terminated by the City and only in those instances where the involuntary termination was not a "for cause" termination. Department head employees who are involuntarily terminated for cause or who voluntarily terminate their employment with Syracuse City will not be eligible for severance pay.

(b). Payment Amount. Severance pay provided will be paid in the form of a lump sum payment to be paid upon termination. The amount of this payment to be provided to eligible employees (refer to 5.130(a)) will be calculated according to the following guidelines:

(1) All department head employees will be eligible for a minimum severance payment amount equal to three (3) months of their salary prior to their termination.

(2) Eligible employees will receive additional severance pay equal to two (2) weeks of their salary prior to termination for each year of employment with Syracuse City up to a maximum severance payment amount equal to four (4) months salary.

CHAPTER 6
PAYROLL ADMINISTRATION

6.010. Work Hours.
6.020. Work Periods.
6.030. Breaks and Lunch Periods.
6.040. Time Keeping.
6.050. Paydays.
6.060. Automatic Payroll Deposits.
6.070. Payroll Deductions and Withholdings.
6.080. Garnishments.
6.090. Reimbursable Expenses.
6.100. Advances.

6.010. Work Hours.

The normal work hours for most employees are eight (8) hours a day, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, including a one (1) hour non-paid lunch period. Employee work hours may vary from this general schedule as directed by the employee's department head or the City Manager. Alternative work schedules, such as four ten (10) hour days, may also be approved by the City Manager for various Departments or positions.

6.020. Work Periods.

(a) Regular Employees. The defined work period for employees, other than employees performing bona fide law enforcement and fire protection services, for purposes of calculating overtime hours as set forth in Chapter 5, shall be a seven (7) day work period beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on the following Friday.

(b) Law Enforcement Employees. The defined work period for all employees performing bona fide law enforcement services, for purposes of calculating overtime hours as set forth in Chapter 5, shall be a fourteen (14) day work period beginning at 12:00 a.m. on Saturday and ending fourteen (14) days later on Friday at 11:59 p.m.

(c) Fire Protection Employees. The defined work period for fire protection employees performing bona fide fire protection services shall be a fourteen (14) day work period beginning at 12:00 a.m. on Saturday and ending fourteen (14) days later on Friday at 11:59 p.m.

6.030. Breaks and Meal Periods.

Employee break and meal periods will be taken at the discretion of their department head to ensure continuity in the flow of work.

(a) Breaks. Employees will receive one (1) paid fifteen (15) minute break during every four (4) hours worked. Break periods can be combined and used to shorten an employee's lunch period with prior approval of the Department Head. Break periods cannot be used at the beginning or the end of a shift. Employees are encouraged to take their breaks when scheduled. However, if an employee chooses to work through his or her paid

break, it is their discretion to do so and no extra compensation will be given for the extra time worked.

(b) Meal Period. Full-time employees, other than employees performing bona fide law enforcement and fire protection services, may take one (1) one (1) hour unpaid meal period during a standard work day of eight (8) hours. Shorter meal periods may be approved by the City Manager for Departments or positions working under an approved alternative work schedule. Meal periods can be used to extend or shorten an employee's work hours or work day with prior approval of the Department Head. Unpaid meal periods must be uninterrupted and employees must be fully relieved of duties.

(c) Law Enforcement & Fire Protection Employees. Meal Periods for Law Enforcement and Fire Protection employees are defined by each Department Manual and will be paid as hours worked.

(d) Minors. Employees that are 17 years of age and younger must receive a meal break of at least thirty (30) minutes no later than five (5) hours from the beginning of their shift. A paid fifteen (15) minute rest break is also required for every three (3) hour period. Unpaid meal periods must be uninterrupted and employees must be fully relieved of duties.

(e) Nursing Mothers. Employees who are nursing will be provided with reasonable unpaid breaks to express breast milk as frequently as needed for up to one (1) year after the birth of a child. The City will provide a place for the break, other than a bathroom, that is shielded from view and free from intrusion. Employees will not be retaliated against for exercising their rights under this policy. Employees may use their paid fifteen (15) minute break(s) to express breast milk as needed.

6.040. Time Keeping.

Employees shall be responsible for accurately recording their hours of work. Federal and State regulations require the City to keep an accurate record of time worked in order to calculate employee compensation, benefits, taxes and other relevant information. Time worked is time actually spent on the job performing assigned duties. Nonexempt employees shall be required to accurately fill out City-approved time sheets for each day of work. Hours of work shall be recorded in fifteen (15) minute increments. All completed time sheets shall be signed and verified as to accuracy by the employee and submitted to the employee's department head or supervisor for signature and verification. Department heads are responsible for reviewing, verifying and submitting them to the Human Resources Department no later than 9:00 a.m. on the Monday following the completion of the pay period.

a) Time Reporting. All employees shall complete and sign a biweekly time record that accurately reflects the hours actually worked to include approved and unapproved overtime, on-call time, approved leave time (holiday, sick, vacation, compensatory time, etc.). An employee who fails to accurately record time may be disciplined.

6.050. Pay Days.

(a) Bi-Weekly. The pay period for City employees is two (2) work weeks as defined in Section 6.020. Employees are paid bi-weekly on every other Friday following the previous pay period.

(b) Stipend. Certain employees may be paid by stipend as approved by the City Council. Stipend employees are paid monthly on the second pay period of each month.

6.060. Automatic Payroll Deposits.

It is 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. Paystubs will be e-mailed to the employee on or before the payday. Except in the case of compelling circumstances as determined by the City, employee paystubs will not be given to anyone other than the employee. Upon written request, permission and release from the employee, the City may release a copy of the employee's paystub to the person designated by the employee.

6.070. Payroll Deductions and Withholdings.

The law requires the City to make certain deductions from employee's compensation. Among these are Federal and State income taxes, social security taxes, and medicare taxes, as applicable. All employees shall complete and keep accurate a W-4 form designating various status and withholding requirements. City authorized voluntary pay deductions may also be made at the written direction of the employee.**6.080. Garnishments.**

An employee's pay shall be subject to attachment, garnishment and execution under such rights, remedies and procedures provided by law. Garnishments are court-ordered pay deductions that must be taken out of an employee's pay by the City and forwarded to another party who is authorized to receive them.

6.090. Reimbursable Expenses.

With prior approval from the department head, legitimate expenses will be reimbursed by the City to the employee. Receipts are required to reimburse the employee. Reimbursement may be in the form of petty cash, direct depost or a separate check. Records must be kept reflecting the amount of reimbursement each employee has received. Reimbursement for travel and seminars shall be provided in accordance with Chapter 17.

6.100. Advances.

The City does not make pay advances to employees.

CHAPTER 7
BENEFITS

7.010 Disclaimer.
7.020. Eligibility.
7.030 Medical, Dental and Vision Insurance.
7.040. Life Insurance.
7.050. Long-Term Disability Insurance.
7.060. Accidental Death and Dismemberment Insurance.
7.070. Retirement Program.
7.080. Social Security.
7.090. COBRA Coverage.
7.100. Health Savings Account & Flex Spending Account.
7.110. Employee Assistance Program.
7.120. Community Center Membership.
7.130. Health and Wellness.
7.140. Termination.

7.010. Disclaimer.

The following provisions briefly describe the City's employee benefits. The City reserves the right to modify or eliminate any employee benefits at any time and for any reason, as permitted by law. For more complete information regarding any of these benefit programs, employees may contact the Human Resources Specialist or the City Manager.

7.020. Eligibility.

(a) Full-Time Employees. Full-time employees, as defined in Chapter 4, shall be eligible for participation in all of the employee benefits outlined in this Chapter.
(b) Part-Time Employees. Part-time employees, as defined in Chapter 4, are not eligible to participate in the employee benefits except as otherwise provided herein or required by law.

(d) Seasonal Employees. Seasonal employees, as defined in Chapter 4, are not eligible to participate in the employee benefits except as otherwise provided herein or required by law.

(e) Temporary Employees. Temporary employees, as defined in Chapter 4, are not eligible to participate in the employee benefits except as otherwise provided herein or required by law.

(e)Suspended Employee. An employee suspended for disciplinary action reasons shall continue to be eligible for participation in employee benefits as he or she was otherwise qualified for prior to such disciplinary action.

7.030 Medical, Dental and Vision Insurance.

(a) Participation. Full-time have the option to participate in the medical, dental and vision insurance plans offered by the City. New employees may begin coverage at the beginning of the month following the month in which they were hired. Employees may only make changes to their insurance

elections on an annual basis during open enrollment or if they experience a qualifying event.

(b) Premiums. On an annual basis, the City will adopt an insurance premium contribution schedule, including contribution percentages and dollar amounts for both the City and the employee. The premium contribution schedule will be based on the City's financial situation for the upcoming fiscal year.

(c) Leave of Absence. If an employee is on an unpaid leave of absence, that employee will be responsible for making any applicable employee insurance premium payments. Payments for applicable insurance premiums will need to be made on a bi-weekly basis according to the City's pay schedule so as to coincide with the date(s) the premiums would have normally been withheld from the employees pay check.

7.040. Life Insurance.

(a) Basic Life Insurance. A basic life insurance policy is provided by Syracuse City for each full-time employee, as well as their eligible dependents, at no cost to the employee. This policy will include coverage in the amounts approved by the City Council.

(b) Optional Life Insurance. Full-time employees have the option to enroll in additional life insurance coverage, beyond that provided by Syracuse City, as described in their benefits enrollment packet. Employees will be responsible for any additional premiums associated with optional life insurance elections. Additional premiums, if any, will be deducted through payroll deductions.

7.050. Long-Term Disability Insurance.

The City participates in a long term disability program in accordance with *Utah Code Ann*.' 49-9-101, *et seq*., as amended.

7.060. Accidental Death and Dismemberment Insurance.

A basic accidental death and dismemberment policy is provided by Syracuse City for each full-time employee. The policy will include coverage in the amounts approved by the City Council. Employees may, at their discretion, purchase additional accidental death and dismemberment coverage. Additional premiums, if any, will be deducted through payroll deduction.

7.070. Retirement Program.

(a) Non-Contributory Retirement System. The City is a member of the Utah Retirement Systems ("URS"). Participation and administration of the system shall be conducted in accordance with State statutes and regulations regarding the same. No employee shall be exempt from such system unless permitted by law and approved by the City Council. Eligible police officers will be enrolled in the URS Public Safety Retirement System. Eligible fire department employees will be enrolled in the URS Firefighters Retirement System. The City will be responsible for all required contributions associated with enrollment in these respective retirement systems.

(b) Exemption from Non-Contributory Retirement System. The following positions are eligible for exemption out of the Non-Contributory Retirement System subject to approval by the City Council: City Manager, City Recorder, Community and Economic Development Director, Finance Director, Fire Chief, IT Director, Parks and Recreation Director, Police Chief, Public Works Director, and any elected official who is qualified to participate in URS. The City will contribute an amount equal to the URS contribution rate into the exempted employee's qualified 401(k) plan account. New employees starting on or after July 1, 2011 are not allowed to exempt out of the URS retirement in accordance with state law.

(c) Deferred Compensation Plan. Eligible employees shall be allowed to contribute to the deferred compensation plans provided by the Utah Retirement Systems. The City may match, dollar for dollar, up to four percent (4%) of an employee's base wages that the employee contributes to his or her deferred compensation plan(s) for qualifying and eligible employees. Such City contributions shall not exceed a total of four percent (4%) of the employee's base wages and shall be contributed directly into a 401(k) plan account. The determination as to whether or not the City will match deferred compensation contributions will be based on the availability of funds and will be re-evaluated on an "as needed" basis.

(d) Elected and Appointed Officials. For purposes of Utah Retirement Systems (URS) coverage, the City classifies all elected officials as Part-Time. The City classifies appointed Board of Adjustment members, Planning Commission members, and Judge as Part-Time and appointed City Recorder, Treasurer and Police Chief as Full-Time. Eligibility for retirement coverage under URS shall be administered in accordance with the statutory rules governing URS.

7.080. Social Security.

All employees of the City are covered by the Old Age, Survivors, and Disability Insurance ("OASDI") and Social Security program as administered by the Federal Government. This is a system of retirement benefits based on employer and employee contributions to public insurance reserves. This is a mandatory Federal program and no guarantee of payment or any benefits under such program is implied by this reference.

7.090. COBRA Coverage.

Employees whose employment with Syracuse City is either voluntarily or involuntarily terminated will be eligible for continuation of benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").

7.100. Health Savings Account and Flex Spending Account.

A Health Savings Account (HSA) and a Flex Spending Account (FSA), which are taxed-advantaged financial accounts to help employees pay for out-of-pocket medical and child care expenses are made available to Full-Time or benefitted employees of the City. The City may front load a specified contribution amount into eligible employees' HSA account. New hires may be eligible to receive a pro-rated HSA contribution from the City. The determination as to whether or not the City will contribute to HSA accounts will be based on the availability of funds and will be re-evaluated on an "as needed" basis.

7.110. Employee Assistance Program.

The City provides an Employee Assistance Program (EAP) where employees and family members living in the same household may receive professional counseling in legal, martial, financial, alcohol, or drug related problems. The counseling is completely confidential.

7.120. Community Center Membership.

All Full-Time employees of the City are eligible to receive a family membership to the Syracuse City Community Center at no cost. Only immediate family members living in the same household of the employee may be included in this membership.

7.130.Health and Wellness.

In order to promote good health, Full-Time employees are eligible to participate in a fitness activity for up to thirty (30) minutes per regularly scheduled work day, unless authorized by the department head for longer duration, but in no case shall exceed ninety (90) minutes per week. This time must be authorized by the department head and shall not interfere with matters of business. Health and wellness time shall not be considered hours worked for purposes of calculating overtime compensation.

7.140. Termination.

Except as otherwise required by law, such as for COBRA continuation of insurance coverage, when an employee is terminated from employment with the City, the City will cease making contributions to the employee's insurance or other benefit plans and no additional continuation of benefit options will be extended to the terminated employee regardless of the nature of their termination.

CHAPTER 8
LEAVE

8.010. Paid Leave.
8.020. Leave Without Pay.
8.030. Leave Procedures.
8.040. Leave Procedures Exceptions.
8.050. Unauthorized Absence.
8.060. Vacation Leave.
8.070. Sick Leave.
8.080. Holiday Leave.
8.090. Family and Medical Leave.
8.100. Military Leave.
8.110 Jury Duty Leave.
8.120. Injury Leave.
8.130. Funeral Leave.
8.140. Administrative Leave.

8.010. Paid Leave.

Full-time employees are entitled to vacation leave, sick leave and other paid leave as may be established by the City. Except as required by law or as otherwise expressly provided for herein, part-time and temporary or seasonal employees are not entitled to accrue or receive vacation leave, sick leave or other paid leave.

8.020. Leave Without Pay.

Employees may be granted leave without pay under certain circumstances in accordance with the procedures set forth herein. Full-Time employees that accrue paid leave must exhaust all accrued paid leave options in order to be eligible for leave without pay. Unless otherwise provided by law, such as military or family and medical leave, leave without pay is a privilege and not a right. An employee is considered to be in leave without pay status when they do not work the number of hours required by their regular schedule and are unable to substitute any unworked hours with accrued paid leave. Leave without pay shall not constitute a break in service. Full-Time employees shall not be entitled to the accrual of any vacation leave,sick leave, or holiday leave during the period of leave without pay, but shall be entitled to life insurance, group health insurance, and seniority entitlement as required by law. To the extent permitted by law, Full-Time employees may be required to pay for continuation of insurance benefits while in leave without pay status.

(a) Full-Time Employees. The Department Head may pre-approve leave without pay for up to fourteen (14) calendar days. Requests for leave without pay in excess of fourteen (14) calendar days up to thirty (30) calendar days must be pre-approved by the Department Head and the City Manager. Requests for leave without pay in excess of thirty (30) calendar days must be pre-approved by the City Council.

(b) Part-Time Employees. The Department Head may pre-approve leave without pay for up to thirty (30) calendar days. Requests for leave without pay in excess of thirty (30) calendar days must be pre-approved by the City Manager.

(c) Seasonal and Temporary Employees. The Department Head may pre-approve leave without pay for up to two (2) consecutive weeks. Seasonal and Temporary employees are not eligible for leaves without pay greater than two (2) consecutive weeks.

Leave without pay may be granted for reasons deemed appropriate by the Department Head, City Manager or City Council, as applicable. Employees are expected to apply for leave without pay in advance and in writing setting forth the grounds for the leave.

8.030. Leave Procedures.

(a) Leave Requests Except as provided in Sections 8.040, employees desiring leave, whether paid or unpaid, shall request leavewith his or her department head. Failure to schedule non-emergency leave in advance may result in disapproval of the leave and/or disciplinary action if the leave is required to be taken.

(b) Approval. The department head shall approve or deny Employee Leave Requests at his or her discretion, except as otherwise provided herein. Leave approval may be delegated to supervisors as deemed appropriate by each department head. Any Employee Leave Request exceeding fourteen (14) calendar days for Full-Time employees and exceeding thirty (30) calendar days for Part-Time employees requires approval from the City Manager. Any Leave Request for paid leave exceeding one hundred eighty (180) days requires approval from the City Council. Any leave which qualifies or may qualify as Family Medical Leave must be reported to the City Manager and the Human Resources Specialist to ensure that the appropriate notice and records are maintained for such leave. Any department head desiring leave shall consult with the City Manager prior to scheduling such leave to ensure that proper measures have been or will be taken to provide for the proper and efficient functioning of the Department during the department head's absence. In no event shall an employee be allowed to use more paid leave than he or she has accrued. City Manager taking leave of one (1) full working day or greater shall consult with the Mayor and notify department heads and may select an individual employee to manage administrative functions during the absence.

(c) Status. Employees are responsible for keeping his or her supervisor notified on a daily basis, if necessary, of the anticipated return date from leave. For sick leave in excess of three (3) consecutive working days, or two (2) consecutive twenty-four (24) hour fire department duty shifts, or if abuse or excessive use of sick leave is indicated, the department head or the Human Resources Specialist may require a certificate from the employee's physician verifying the employee's illness, stating that such illness prevented or prevents the employee from working, and describing its expected duration. The department head or Human Resources Specialist may also request official documentation of any absence, such as, but not limited to, military leave or jury duty.

(d) Compensation. Employees shall be compensated for paid leave at his or her regular rate of pay.

(e) Records. All paid leave shall be documented on the employee's timecard.

8.040. Leave Procedures Exceptions.

Exceptions to the leave procedures set forth in Section 8.030 shall be made in the following instances:

(a) Absence due to Illness. In the event an employee is absent due to illness, the request for leave may be handled by aphone, text or email to his or her supervisor or department head. In the event the supervisor or department head is not available, the employee may notify the City Manager. If a department head is absent due to illness, the department head shall notify the City Manager of such absence. Such notice shall be given no later than normal starting time on each day of the absence unless circumstances surrounding the absence make such notification impossible. The department head, supervisor or City Manager shall respond to the employee to confirm the receipt of absence notification.

(b) Family Accident, Medical or Other Emergency. In the event there is a family emergency or accident where the presence of the employee is required, the employee may take the appropriate leave after notifying his or her supervisor or department head unless circumstances surrounding the absence make such notification impossible. In the event the supervisor or department head is not available, the employee may notify the Human Resources Specialist or the City Manager unless circumstances surrounding the absence make such notification impossible. Such notice shall be given as soon as practical of the emergency.

8.050. Unauthorized Absence.

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

(b) Any employee who is absent for three (3) or more consecutive work days, or two (2) scheduled shifts for fire fighters, without authorized leave shall be deemed to have voluntarily resigned his or her position and employment without notice.

8.060. Vacation Leave.

(a) Eligibility. Full-time employees are eligible to accrue vacation leave in accordance with his or her tenure of employment at the rates set forth herein and are eligible to use accrued vacation leave. Except as otherwise expressly provided herein, part-time and temporary or seasonal employees are not eligible to accrue vacation leave. Vacation leave shall not accrue if an employee was in leave without pay status for any portion of the fourteen (14) day pay period.

(b) Employee Accrual Rates. Eligible employees shall accrue vacation leave at the following rates:

(1) From effective starting date through three (3) years of service, 3.08 hours of vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 10 days per year), except that fire fighters working 24-hour shifts shall accrue 4.30 hours of vacation leave upon the completion of each fourteen (14) day pay period.

(2) From four (4) years through nine (9) years of service, 3.69 hours of vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 12 days per year), except that fire fighters working 24-hour shifts shall accrue 5.16 hours of vacation leave upon completion of each fourteen (14) day pay period.

(3) From ten (10) years through fourteen (14) years of service, 4.61 hours of vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 15 days per year), except that fire fighters working 24-hour shifts shall accrue 6.46 hours of vacation leave upon completion of each fourteen (14) day pay period.

(4) For over fifteen (15) years of service, 6.15 hours of vacation leave shall accrue upon completion of each fourteen (14) day pay period (approximately 20 days per year), except that fire fighters working 24-hour shifts shall accrue 8.61 hours of vacation leave upon completion of each fourteen (14) day pay period.

(c) Accumulation. Employees can accumulate and carry forward a maximum of two hundred forty (240) hours of vacation leave, except that fire fighters working 24-hour shifts shall be allowed to accumulate and carry forward up to three hundred thirty-six (336) hours of vacation leave. Any unused accumulatedvacation leave hours in excess of two hundred forty (240) hours, or three hundred thirty-six (336) hours for full-time fire fighters, as applicable, will be forfeited on the employee's anniversary date each year. The employee's anniversary date is their Full-Time hire date..

(d) Utilization. Employees may use up to a maximum of fourteen (14) calendar days of vacation leave as approved by their department head. Any leave greater than fourteen (14) calendar days must be pre-approved by the City Manager

(e) Scheduling. Vacation leave is intended to benefit the employee and employees are encouraged to take such leave in the year in which it is earned. In order to accommodate the efficient management of the City, vacation leave must be scheduled with the employee's department head, or his or her designee, in accordance with the employee leave request procedures set forth herein. All vacation leave requests should be submitted by the employee a reasonable time in advance of the desired time off to his or her department head. The City will try to honor employees' requested vacation dates, but retains the right to determine final scheduling order or to change the vacation schedules according to the needs of the City. When necessary due to vacation requests for the same time period, vacation leave will be granted in the order of the employee leave requests in accordance with these policies. Department heads are expected to establish yearly vacation schedules to provide efficient management of the City.

(f) Termination or Change in Status. Upon termination of employment with the City, eligible employees shall be paid for unused vacation leave at his or her regular rate of pay on the following payday. Employees who transition from full-time employment to part-time employment with the City, shall be paid unused vacation leave at his or her regular rate of pay on the following payday.

(g) Cash Out. Employees may choose to cash out vacation leave up to a specified amount as provided in Chapter 17 for reimbursement of emergency preparedness costs. See Chapter 17 for additional information.

8.070. Sick Leave.

The City provides eligible employees with paid sick leave each year to cover approved absences due to illness or other approved reasons as designated herein.

(a) Eligibility. Full-time employees are eligible to accrue sick leave in accordance with the accrual rates set forth herein.

(b) Accrual. Full-time employees shall accrue sick leave at the rate of 3.69 hours upon completion of each fourteen (14) day pay period (approximately 12 days per year), except for fire fighters

working 24-hour shifts shall accrue sick leave at the rate of 5.16 hours upon completion of each fourteen (14) day pay period. Employees will begin to accrue sick leave immediately upon being hired by the City. Sick leave shall not accrue if an employee was on leave without pay status for any portion of the 14 day pay period.

(c) Accumulation. Employees can accumulate and carry forward a maximum of one thousand and forty (1,040) hours of sick leave, except that fire fighters working 24-hour shifts shall be allowed to accrue up to one thousand four hundred and fifty six (1,456) hours of sick leave. Any unused accrued sick leave in excess of one thousand and forty (1,040) hours, or one thousand and four hundred and fifty six (1,456) hours for full-time fire fighters, as applicable, will be forfeited on the employee's anniversary date each year. The employee's anniversary date is their Full-Time hire date. .

(d) Utilization. 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. For purposes of this Section, immediate family member shall include the employee's legal or common law spouse, child, foster child, step-child, brother, brother-in-law, sister, sister-in-law, parent, step parent, mother-in-law, father-in-law, grandparent, spouse's grandparents, daughter-in-law, son-in-law, or grandchild. Sick leave may be used when the employee is unable to perform regular duties due to illness or disability of the employee or an immediate family member or for visits to the hospital, clinics, doctor's office, or dentist's office for diagnosis or treatment of illness, injury or examination of the employee or an immediate family member. In no event shall employees perform any work of any kind for compensation for any public or private entity or person (including for him or herself) during any period for which sick leave payments are being received from the City, without prior written approval from the City Manager. In no event shall employees be allowed to use more sick leave than he or she has accrued. Any absence for illness beyond accrued sick leave will result in the employee being carried on vacation leave status to the extent accrued vacation leave is available, and thereafter on leave without pay, to the extent approved by the City and/or required by law.

(e) Separation or Change in Status. Except as otherwise provided herein for qualified retirement with URS, an employee who is terminated from employment with the City, voluntarily or involuntarily, shall not be compensated for unused accrued sick leave. An employee who retires, other than retirement due to pending disciplinary action, will be compensated for twenty percent (20%) of his or her unused accrued sick leave. Employee's who transition from full-time employment to part-time employment with the City, shall not be eligible or compensated for unused accrued sick leave. Any unused accrued sick leave shall be forfeited at the date of change in status from full-time to part-time.

(f) Scheduling. Scheduling sick leave is to be done in accordance with the leave procedures set forth in Section 8.030 and 8.040, as applicable.

(g) Cash Out. Employees may choose to cash out sick leave up to specified amount as provided in Chapter 17 for reimbursement of emergency preparedness costs. See Chapter 17 for additional information.

8.080. Holiday Leave.

Full-time employees not involved in bona fide law enforcement and fire protection activities shall receive eight (8) hours of holiday pay for each of those days defined herein as legal holidays of the City. Full-Time fire fighters working 24-hour shifts shall accrue 5.16 hours of holiday leave every two (2) weeks in lieu of holiday time off and may accumulate and carry forward a maximum of one hundred and thirty-four (134) hours of holiday leave. Sworn police officers shall accrue 3.69 hours of holiday leave every

two (2) weeks in lieu of holiday time off and may accumulate and carry forward a maximum of ninety-six (96) hours of holiday leave. Any unused, accrued holiday leave in excess of these accrual maximums will be forfeited on the employee's anniversary date each year. The employee's anniversary date is their Full-Time hire date. Full-time employees who are in leave without pay status for the workday before or after the applicable holiday will not be eligible for holiday pay or leave accrual. If any designated holiday falls on a Saturday, the preceding Friday shall be the holiday. If any designated holiday falls on a Sunday, the following Monday shall be the holiday. Designated and observed City holidays are as follows:

(a)	New Year's Day	January 1st
(b)	Martin Luther King Jr. Day	3rd Monday in January
(c)	President's Day	3rd Monday in February
(d)	Memorial Day	Last Monday in May
(e)	Independence Day	July 4th
(f)	Pioneer Day	July 24th
(g)	Labor Day	1st Monday in September
(h)	Columbus Day	2nd Monday in October
(i)	Veteran's Day	November 11th
(j)	Thanksgiving Day	4th Thursday in November
(k)	Day after Thanksgiving	4th Friday in November
(l)	Christmas Day	December 25th

8.090. Family and Medical Leave.

(a) Purpose. It is the purpose of this Section to provide guidelines for employees regarding leaves of absence 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. When referred to herein, the term "Act" shall include all federal rules and regulations promulgated pursuant to authority of the Act, including, but not limited to, provisions set forth in 29 C.F.R. Part 825, as amended. The provisions of this Section are also intended to comply with the National Defense Authorization Act, enacted January 28, 2008, as Public Law 110-181, and the amendments to the FMLA adopted therein.

(b) Eligible Employees. Employees eligible for Family and Medical Leave Act leave as provided herein include employees who: (1) have been employed by the City for at least twelve (12) months; and (2) have been employed by the City for at least one thousand two hundred fifty (1,250) hours of service during the 12-month period immediately preceding the commencement of the leave.

(c) Qualifying Reasons for Leave. Eligible employees shall be entitled to FMLA leave for circumstances qualifying for FMLA leave under the Act, which qualifying reasons are summarized as follows:

(1) For the birth of a son or daughter of the employee and to care for the newborn child;

(2) For the placement with the employee of a son or daughter for adoption or foster care and to care for such son or daughter;

(3) To care for the employee's spouse, son, daughter, or parent with a serious health condition; or

(4) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job;

(5) Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation;

(6) To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

d) Amount of Leave. Except in the case of leave to care for a covered servicemember with a serious injury or illness under Subsection (c)(6), an eligible employee's FMLA leave entitlement is limited to a total of twelve (12) workweeks of leave during any "12-month period," as defined in Subsection (e), for any one or more qualifying reasons. An eligible employee's FMLA leave entitlement is limited to a total of twenty-six (26) workweeks of leave during a "single 12-month period," as defined in Subsection (e), to care for a covered servicemember with a serious injury or illness. During the "single 12-month period," as defined in Subsection (e), an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reasons as more particularly provided in the Act.

(e) Designation of 12-Month Period. Except in cases of leave to care for a covered servicemember with a serious injury or illness under Subsection (c)(6), for purposes of determining the "12-month period" in which the twelve (12) weeks of leave entitlement occurs, the City uses a 12-month "rolling" measurement period also known as the look-back measurement period. . The 12-Month "rolling" measurement period is measured backward from the date an employee uses any FMLA leave. Under this measurement period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months. In cases of leave to care for a covered servicemember with a serious injury or illness, for purposes of determining the "single 12-month period" in which the twenty-six (26) weeks of leave entitlement occurs, the City is required to use a 12-month period measured forward from the date of an employee's first FMLA leave to care for the covered servicemember begins.

(f) Employee Notice Requirements.

(1) General Notice. Except as otherwise provided in the Act, an employee giving notice of the need for FMLA leave does not need to expressly assert rights under the Act or even mention the FMLA to meet his or her obligation to provide notice, although the employee does

need to state a qualifying reason for the needed leave and must otherwise satisfy the notice requirements set for herein.

(2) Customary Leave Procedures. Except as otherwise prohibited by the Act and unusual circumstances, employees shall comply with the City's customary notice and procedural requirements for requesting leave as more particularly set forth in Chapter 8 of these Policies and Procedures.

(3) Notice for Foreseeable Leave. An employee must provide the City at least thirty (30) days advance notice before FMLA leave is to begin if the need for the leave is foreseeable. If thirty (30) days' notice is not practicable, notice must be given as soon as practicable. Such notice shall comply with the provisions of 29 C.F.R. § 825.302, as amended.

(4) Notice for Unforeseeable Leave. When the approximate timing of the need for FMLA leave is not foreseeable, the employee must provide notice to the City as soon as practicable under the facts and circumstances of the particular case. Such notice shall comply with the provisions of 29 C.F.R. § 825.302, as amended.

(5) Failure to Comply. When an employee fails to give the required notice as provided herein or as required by the Act, FMLA coverage may be delayed in accordance with applicable provisions of the Act.

(g) Employer Notice Requirements.

(1) General Notice. The City is required to post a notice explaining the Act's provisions and providing information concerning the procedures for filing complaints of the violations of the Act with the Wage and Hour Division. Such notice shall be posted prominently and the text must be large enough to be easily read. In addition, the City shall provide general notice to each employee by including the notice in any employee handbook or other written guidance to employees concerning employee benefits or leave rights. In compliance with these notice requirements, a copy of the Employee Rights and Responsibilities (WH Publication 1420) is attached hereto as Appendix I, and incorporated herein by this reference.

(2) Eligibility Notice. When an employee requests FMLA leave, or when the City acquires knowledge than an employee's leave may be for an FMLA-qualifying reason, the City must notify the employee of the employee's eligibility to take FMLA leave within five (5) business days, except in extenuating circumstances as provided by the Act. The employee eligibility notice must state whether the employee is eligible for FMLA leave under the terms and provisions of Subsection (b) of this policy and the provisions of 29 C.F.R. § 825.110(a). If the employee is not eligible for FMLA leave, the eligibility notice must state at least one reason why the employee is not eligible, such as the number of hours or months the employee has been employed by the City. Notification of eligibility may be oral or in writing, and, if in writing, may be in the form of the hereto and incorporated by this reference.

(3) Rights and Responsibilities. The City shall provide written notice detailing the specific expectations and obligations of the employee taking FMLA leave and explaining any consequences of failure to meet such obligations in accordance with the provisions of the Act. The rights and responsibilities notice shall be provided to the employee each time the eligibility notice is provided pursuant to Subsection (g)(2). If leave has already begun, the notice should be mailed to the employee's address of record. The rights and responsibilities notice shall include all

required information as provided in 29 C.F.R. § 825.300, as amended, and shall be substantially in the form of the Notice of Eligibility and Rights & Responsibilities (Form WH-381) set forth in Appendix J, attached hereto and incorporated herein by this reference.

(4) Designation of Leave. Pursuant to the Act, the City is responsible for designating leave as FMLA-qualifying and for giving notice of the designation to the employee as provided in 29 C.F.R. § 825.300, as amended. Once the City enough information to determine whether the leave is being taken for a FMLA-qualifying reason (e.g. after receiving a certification), or has acquired knowledge that the leave is being taken for a FMLA-qualifying reason, the City must notify the employee whether the leave will be designated and counted as FMLA leave within five (5) business days, except in extenuating circumstances as provided in the Act. The designation notice must be in writing and shall be substantially in the form of the Designation Notice (Form WH-382) set forth in Appendix K, attached hereto and incorporated herein by this reference.

(h) Certification of Health Care Provider. The City may require the employee to provide certification from a health care provider regarding the necessity of the FMLA leave in accordance with and subject to provisions of the Act, including, but not limited to 29 C.F.R. § 825.305, et. Seq., as amended. Medical certification shall be substantially in the form of the Certification of Health Care Provider for Employee's Serious Health Condition (Form WH-380E), as set for in Appendix L, attached hereto and incorporated herein by this reference, or the Certification of Health Care Provider for Family Member's Serious Health Condition (Form WH-380F), as set forth in Appendix M, attached hereto and incorporated herein by this reference. Certifications for a qualifying exigency shall be substantially in the form of the Certification of Qualifying Exigency for Military Family Leave (Form WH-384), as set forth in Appendix N, attached hereto and incorporated herein. Certification for FMLA leave taken to care for a covered servicemember with a serious injury or illness shall be substantially in the form of the Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave (Form WH-385), as set forth in Appendix O, attached hereto and incorporated herein

(i) Reporting. The City may require the employee on FMLA leave to report periodically to the City on the employee's status and intent to return to work in accordance with and subject to provisions of the Act, including, but not limited to, 29 C.F.R. § 825.311, as amended.

(j) Fitness for Duty. As a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, it is the City's uniformly-applied policy to require all employees who take leave under such conditions to obtain and present certification from the employee's health care provider that the employee is able to resume work. The City may see fitness-for-duty certification only with regard to the particular health condition that caused the employee's need for FMLA leave. In order to require the fitness-for-duty certification, the City shall provide the employee with a list of essential function of the employee's job with the designation notice provided in Subsection (g)(4). NO second or third opinions on a fitness-for-duty certificate may be required. All fitness-for-duty certifications shall be in accordance with and subject to applicable provisions of the Act, including, but not limited to, 29 C.F.R. § 825.312, et. seq., as amended.

(k) Intermittent Leave. Intermittent leave or reduced schedule leave may be taken under certain circumstances in accordance with and subject to provisions of the Act, including, but not limited to, 29 C.F.R. § 825.202, et. seq., as amended.

(l) Leave Protection.

(1) Compensation. Employees shall be required to use accrued paid vacation and sick leave hours for FMLA leave provided herein to the extent such FMLA leave qualifies as sick leave under provisions of this Chapter. Any leave not covered by previously accrued paid vacation and sick leave shall be permitted as leave without pay in accordance with the provisions set forth herein. To the extent permitted by law, it is the intent of the City that all paid leave substituted for unpaid FMLA leave run concurrently with and be counted as FMLA leave.

(2) Position. Except as otherwise provided in the Act, employees who take FMLA leave shall be entitled, on return from such leave, to be returned to the same position the employee held when the FMLA commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The employee may be denied restoration of his or her position in accordance with and subject to provisions set forth in the Act.

(3) Benefits. The taking of family or medical leave shall not result in the loss of any employment benefits accrued prior to the date on which the leave commenced, other than the required use of vacation and sick leave. An employee's entitlement to benefits other than group health benefits during a period of FMLA leave shall be determined in accordance with the City's policy for providing such benefits for the type of leave taken; i.e. paid or unpaid, as applicable. The City's right to recover costs incurred by the City for non-health plan benefits during FMLA leave shall be determined by applicable provisions of the Act.

(4) Insurance. The City shall maintain coverage for the employee under any "group health plan" during any FMLA leave at the level and under the conditions of coverage the employee would have been provided had the employee had been continuously employed during the FMLA leave period as required by the Act and applicable provisions of COBRA. The employee shall be responsible for any premiums which had been paid by the employee prior to FMLA leave. If FMLA leave is substituted for paid leave, the employee's share of the premiums must be paid by the method normally use during any paid leave, such as payroll deduction. If the FMLA leave is unpaid, the applicable policies for payment by employees on leave without pay will be followed. The City may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee if the employee fails to return to work after the employee's FMLA leave entitlement has been exhausted or expired, unless the reason the employee does not return is due to exemptions set forth in 29 C.F.R. § 825.213, as amended.

(m) Records. The City shall make, keep and preserve records pertaining to FMLA leave in accordance with the Act. Access and maintenance of such records shall be subject to the requirements of the Utah Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63-2-101, *et seq*., as adopted and amended by the City. Documents relating to medical certifications, recertification, fitness for duty or medical histories of employees or employees' family members shall be treated as confidential medical records as per state and federal law.

8.100. Military Leave.

Employees who enter active service in any branch of the armed forces of the State of Utah or of the United States shall be granted a leave of absence from employment with the City during his or her military service to the extent required by State and Federal law, including provisions regarding "Governmental Employees in Military Service," as set forth at *Utah Code Ann*. ' 39-3-1, *et seq*., as amended, and the Uniformed Services Employment and Reemployment Rights Act of 1994, as set forth in 38 U.S.C. §§ 4301, *et seq*., as amended. Military personnel may also be eligible for family leave in accordance with the provisions of the National Defense Authorization Act, Public Law 110-181, and the

Family Medical Leave Act of 1993, as amended. Such leave is more particularly described in Section 8.090 of these Policies and Procedures regarding Family and Medical Leave.

8.110. Jury Duty Leave.

The City recognizes the duty of its employees as citizens to serve on juries or as court witnesses. Employees who are required to miss work as a result of being summoned to serve on a jury, or have been subpoenaed to appear as a witness, may be eligible for paid leave during such jury duty and witness periods, less compensation received by the employee for such services, for a period of time not to exceed sixty (60) days. This Section does not apply when an employee appears in court on his or her own behalf, such as a traffic offense or as a party to a lawsuit. Employees appearing in court on behalf of the City in their official capacity shall be paid their regular rate of pay as hours worked in accordance with applicable provisions of the Fair Labor Standards Act.

8.120. Injury Leave.

An employee injured on the job must report the injury in accordance with reporting procedures set forth in Chapter 14. Employees injured during performance of their job duties are covered by Worker's Compensation Insurance as provided by State law and shall be compensated for such leave in accordance therewith.

8.130. Funeral Leave.

Full-Time Employees may be granted up to three (3) days or up to twenty-four (24) hours of paid funeral leave to attend the funeral of the employee's legal or common law spouse, child, step-child, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, parent, mother-in-law, father-in-law, grandparent, spouse's grandparents, daughter-in-law, son-in-law, or grandchild. If additional time is needed, the employee may use accrued sick or vacation leave with department head approval.

8.140. Administrative Leave.

Employees may be placed on paid administrative leave pending investigation or disciplinary action in accordance with and subject to the provisions set forth in Chapter 22.

CHAPTER 9
EMPLOYEE CONDUCT

9.010. Employee Vision and Mission Statements.
9.020. Public Relations.
9.030. Working Relations.
9.040. Personal Appearance.
9.050. Uniforms.
9.060. Employee Ethics.
9.070. Honesty.
9.080. Confidentiality.
9.090. Attendance.
9.100. Outside Employment.
9.110. Personal Activities.
9.120 Political Activities.
9.130. Social Networking
9.140. Smoking.
9.150. Consensual Romantic Relationships.
9.160. Workplace Violence.
9.170. Americans with Disabilities Policy.
9.180. Credit Cards.

9.010. Employee Vision and Mission Statements.

The vision statement for Syracuse City employees, as identified and developed by the employees, is: "*Always setting the standard for providing quality customer service in every aspect of municipal government*." The mission statement for Syracuse City employees, as identified and developed by the employees, is: "*We, the employees of Syracuse City, with citizen involvement, will provide quality municipal services to enhance and simplify the lives of our citizens.*"

9.020. Public Relations.

Syracuse City is a public entity whose purpose, among others, is to provide professional public services to its citizens. Employees are expected to be courteous, cooperative, diplomatic and discrete in dealing with the public (face to face, telephone conversations and written correspondence, including email, text, and voice messages). Employees shall treat all citizens equally and with respect and professionalism. Employees shall not participate in or encourage the use of threatening or offensive conduct or language toward the public. Complaints or concerns expressed by citizens are to be promptly reported or referred to the appropriate supervisor. When an employee is uncertain of the correct response to an inquiry or request from the public, he or she should refer the inquiry to the individual or the department which can provide the most satisfactory response to the inquiry. It is better to admit lack of knowledge than to provide erroneous information.

9.030. Working Relations.

Employees are expected to maintain a productive and supportive working relationship with others in the course of carrying out their responsibilities. They shall also encourage teamwork, support team efforts, communicate in a constructive manner and exhibit good listening skills. Employees shall be

courteous and cooperative with those they work with and consistently treat others equally and with respect and professionalism. Employees shall not participate in or encourage the use of threatening or offensive conduct or language towards other officers or employees and shall avoid cultural, ethnic, racist and sexist remarks.

9.040. 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. The City's standards of dress are defined as "business casual" for office employees and employees who have regular contact with the public. Employees in departments that have specific uniform standards shall follow the uniform guidelines set by that department. Additional standards may be adopted by departments.

(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.

(b) Inappropriate Dress. Jeans or denim; t-shirts (except for city logo shirts); halter or spaghetti strap tank top (unless covered by a jacket); tube top; revealing or low-cut clothing or clothing showing bare midriffs; shorts of any kind; miniskirts; sweat suits or other athletic clothing; hats. (see subparagraph (c))

(c) Jeans or denim pants, shorts, hats and tennis shoes may be worn if they are appropriate for the position (Maintenance Worker, Recreation Assistant, etc) or for the job duties of the day. Jeans must not have holes or be frayed.

(d) Body piercing other than earrings should not be visible.

(e) 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 may be sent home and directed to return to work in proper work attire. Time missed because of failure to comply with this policy will not be considered as hours worked. 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.

9.050. Uniforms.

Uniforms or uniform allowance may be provided to personnel of certain departments as authorized by the City. Employees in departments that require uniforms must adhere to department

uniform standards unless otherwise directed by the department head. Uniforms shall be kept as neat and presentable as working conditions permit.

9.060. Employee Ethics.

All employees are required to adhere to legal, moral and professional standards of conduct, including conflicts of interest, in the fulfillment of their duties with the City and shall demonstrate the highest ideals of honor and integrity in all public and personal relationships to merit the respect, trust and confidence of the public. Employees shall adhere to the provisions of the Municipal Officers' and Employees' Ethics Act, as set forth in *Utah Code Ann*. ' 10-3-1301, *et seq*., as amended The appropriate disclosure statement, as required by the Act, shall be filed with the Mayor when required in accordance with the Act. Employees are encouraged to discuss and raise any questions or concerns regarding public employees' ethical duties with their department head or the Human Resources Specialist when such questions arise.

9.070. Honesty.

Employees shall be honest in the performance of their duties and responsibilities for the City and in their dealings with the public.

9.080. Confidentiality.

Unauthorized disclosure of privileged, private, and/or confidential information is prohibited and shall be grounds for disciplinary action, up to and including termination.

9.090. Attendance.

Regular attendance and punctuality are essential to providing high quality work, service to the public, and to avoid extra work for fellow employees. Employees shall be to work on time and shall perform duties during work hours as provided herein. Employees shall comply with the leave procedures set forth in Chapter 8 when leave is necessary.

9.100. Outside Employment.

In order to reduce mental and physical fatigue, limit conflicts of interest, and reduce liability insurance expenses, no employee shall be permitted to engage in any outside employment except as provided herein. Any employee desiring to engage in outside employment or has any change in outside employment status must fill out and submit the Notice of Second Employment form and turn it in to his or her department head. The department head shall review the request or status change based on the considerations set forth in this Section and make a recommendation to the City Manager regarding the same. The City Manager shall review the request for outside employment and approve or deny the same based on the following considerations:

(a) whether the outside employment will in any way interfere with the employee's ability to meet the City's work schedule, including reasonable overtime and standby assignments;

(b) whether the outside employment will be directly connected with or contingent upon a representation that the employee is in any way representing the City, either directly or indirectly;

(c) whether the outside employment is consistent and appropriate with the employee's position held with the City; and

(d) whether the outside employment will interfere with the employee's physical, mental, or emotional ability to fully and completely discharge the job duties of his or her City position.

The City Manager shall notify the Human Resources Specialist of any approved outside employment request and such request and approval shall be retained with the employee's personnel records. The City reserves the right to cancel an approval for outside employment when it is deemed such employment is not in the City's best interest. Any employee engaged in outside employment without prior approval required herein may be subject to discipline up to and including termination. City employees may not use City equipment or uniforms in connection with outside employment, nor may they engage in outside employment while on City time. In no event shall any full-time outside employment be permitted for full-time employees. Employees may not accept other employment which might impair his or her independence of judgment in the performance of his or her public duties as an employee of the City or which might interfere with the ethical performance of such duties.

9.110. Personal Activities.

Employees shall not perform personal business during working hours and shall not use City owned property in support of outside interests and activities. Employees are to pursue personal and outside activities on the employee's own time away from City facilities and offices. Employees shall arrange for annual leave or compensatory time off in advance to pursue personal and outside interests. Use of City computers, equipment and vehicles shall be limited to and conducted in accordance with applicable provisions of Chapter 18 and Chapter 19.

9.120. Political Activities.

Employees shall not be coerced to support a political activity. An employee shall not use, discriminate in favor or against any person or applicant for employment based on political activities. Employees shall not engage in political activities during working hours. Employees shall not use City owned equipment, supplies or resources, or other expenses when engaged in political activities. The City and its public officials are subject to the Political Activities of Public Entities Act, as set forth in *Utah Code Ann*. §§ 20A-11-1201, *et seq*., as amended.

9.130. 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, excessive use of department equipment to access social networking sites, blogs or bulletin boards while on duty is prohibited. 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.

(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 Syracuse 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.

9.140. Smoking.

In compliance with the Utah Indoor Clean Air Act, as set forth in *Utah Code Ann*. §§ 26-38-1, *et seq*., as amended, smoking, including the use of electronic cigarettes, is not permitted in Syracuse City facilities. The City also prohibits smoking and the use of electronic cigarettes in City owned vehicles or while an employee is on-duty.

9.150. Consensual Romantic Relationships.

(a) Background. It is not the City's desire to discourage friendship among employees, however, it is recognized that consensual "romantic" or sexual relationships between supervisors and their subordinates could lead to actual or perceived conflicts of interest, favoritism, or sexual harassment. The purpose of this policy is to protect employees from coercive or hostile relationships that may damage morale and reduce productivity because of bias, favoritism, or harassment.

(b) Relationships between a supervisor and a subordinate:

(1) Consensual "romantic" or sexual relationships between a supervisor and a subordinate are prohibited, as well as any conduct, such as dating, that is designated or may reasonably be expected to lead to the formation of a "romantic" or sexual relationship. Persons should not be hired, promoted, transferred, or otherwise changed into a position where the supervisor and subordinate have had such a relationship within the last two (2) years. Where such a relationship existed beyond two (2) years ago, the department head in consultation with the Human Resources Specialist will review the specific circumstances to determine whether or not to approve the action.

(2) If such a relationship should develop, the supervisor is obligated to promptly disclose the existence of the relationship to the department head and/or the Human Resources

Specialist. The employee may make the disclosure as well, but the burden of doing so is upon the supervisor.

(3) The department head should inform the Human Resources Specialist and the City Manager In consultation with the Human Resources Specialist and the City Manager others with a need-to-know basis of the existence of the relationship, including the person responsible for the employee's work assignments will be informed. Upon being informed or learning of the existence of such a relationship, the Human Resources Specialist, in consultation with the department head and the City Manager, may take steps that he/she deems appropriate. At a minimum, the subordinate and supervisor will not thereafter be permitted to work together on the same matters (including matters pending at the time disclosure of the relationship is made), and the supervisor must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments, and discipline) that may reward or disadvantage any employee with whom the supervisor has or had had such a relationship. The supervisor may be subject to disciplinary action, up to and including termination.

(4) Any person who believes that he or she has been affected by such a relationship, notwithstanding its disclosure, shall report the matter in accordance with the procedures set forth in Chapter 10 regarding sexual harassment.

(c) Dating relationships between other employees:

(1) Dating relationships between other employees are permitted, however both employees have a responsibility to notify their department head when dating begins to document that the relationship is consensual and welcome. Employees will be instructed to inform the department head when/if the relationship ends. Employees involved in a dating relationship may not be promoted or transferred to a supervisor position where one will be a direct or indirect supervisor over the other.

(2) The City's implementation of this policy is not intended to inhibit the social interaction (such as lunches, dinners, or attendance at entertainment events) that are or should be an important part or extension of the working environment.

(3) This policy shall apply without regard to gender and without regard to sexual orientation of the participants in a relationship of the kind described.

9.160. Workplace Violence.

(a) Purpose. Syracuse City is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, Syracuse City has adopted the following policies and guidelines to deal with intimidation, harassment, or other threats of or actual violence that may occur during business hours or on its premises. It is the purpose of this policy to communicate to all employees of the City and all persons conducting business with or served by the City that intimidation, harassment or other threats of or actual violence within the workplace is prohibited and shall not be tolerated.

(b) Policy. All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Syracuse City unless the employee has a valid permit issued or recognized by the State

of Utah and has notified the department head and the City Manager in writing. Conduct that threatens, intimidates, harasses, coerces, or harms another employee, a customer, or a member of the public will not be tolerated.

(c) Reporting. Any intimidating, threatening, or harassing conduct, and any threats of or actual violence, both direct and indirect, should be reported as soon as possible to the employee's immediate supervisor, any department head, the Human Resource Specialist, the City Attorney or the City Manager. Such supervisor or department head shall notify the Human Resource Specialist and/or the City Manager as soon as possible. Intimidating, threatening or harassing conduct by employees, as well as conduct by members of the public should be reported. Reports of such conduct should be as specific and detailed as possible. Employees are empowered to contact the proper law enforcement authorities without first informing their supervisor or department head if they believe a threat to the safety of others exists. All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Employees should not place themselves in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

(d) Investigation. Syracuse City will promptly and thoroughly investigate all reports of intimidating, threatening, or harassing conduct, threats of or actual violence, and suspicious individuals or activities, as deemed appropriate under the circumstances.

(e) Employee Responsibility. Syracuse City encourages employees to bring their disputes or differences with other employees to the attention of their supervisor or the City Manager before the situation escalates into potential harassment or violence. Syracuse City is eager to assist in the resolution of employee disputes. Such prompt reporting and discussion will assist the City in eliminating any intimidation, harassment and/or workplace violence at an early stage and in reducing or eliminating any resulting harm.

(f) Discipline. Any violation of this policy by City employees shall result in disciplinary action, up to and including termination.

9.170. Americans with Disabilities Policy.

(a) Policy. It is the policy of the City to fully comply with the provisions and protections of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et. seq.*, as amended, including, but not limited to, the Americans with Disabilities Act Amendments of 2009 (ADAAA), Public Law 110-325, prohibiting employment discrimination against qualified individuals with disabilities. Pursuant to the ADA and the ADAAA, which shall hereinafter be referred to collectively as the ADA, the City shall not discriminate against a qualified individual with a disability in job application procedures, hiring, firing, advancement, compensation, job training, leave, benefits, and any other term, condition and privilege of employment with the City. It is further the intent of the City to fully comply with the provisions and interpretations of the EEOC regulations and guidelines issued pursuant to authority of the ADA, including, but not limited to, regulations set forth in 29 C.F.R. Part 1630, as amended.

(b) ADA Coordinator. The Human Resources Specialist is hereby designated as the ADA Coordinator for the City. The ADA Coordinator shall be responsible for the administration of this policy. Any questions, comments or complaints regarding matters set forth herein should be addressed to the ADA Coordinator, Syracuse City Offices, 1979 West, 1900 South, Syracuse, Utah, 84075.

(c) Disability. Pursuant to the ADA, an individual with a disability is a person who: (A) has a physical or mental impairment that substantially limits one or more major life activities of such individual;

(B) has a record of such impairment; or (C) is regarded as having such an impairment. The ADA only protects a person who is qualified for the job he or she has or for which he or she is applying. A qualified employee or applicant with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position he or she holds or for which he or she is applying. Pursuant to the ADA, the definition of disability shall be construed in favor of broad coverage of individuals.

(d) Reasonable Accommodation. The City shall provide a reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability in accordance with applicable provisions of the ADA unless doing so would impose an undue hardship on the operation of the City's business. Undue hardship means that providing the reasonable accommodation would result in significant difficulty or expense, based on the resources and operation of the employer's business.

(e) Requesting Reasonable Accommodation. An employer generally does not have to provide a reasonable accommodation unless an individual with a disability has asked for one. Thus, it is generally up to the applicant or employee to request a reasonable accommodation from the City. Any applicant or employee requesting a reasonable accommodation shall make such request to the City's ADA Coordinator as designated in Subsection (b). The request may be made in general terms that the individual needs an adjustment or change for a reason related to a medical condition. The request does not have to include the terms "ADA" or "reasonable accommodation." The City may initiate discussions about the need for a reasonable accommodation if the disability is obvious, *e.g.*, the individual uses a wheelchair, or if the medical condition is causing a performance or conduct problem, as more particularly provided in the ADA and applicable regulations.

(f) Interactive Process for Determining Accommodation. The ADA suggests the employee and employer work together informally in an interactive process to determine potential or appropriate accommodations under the circumstances that would enable the employee to perform the essential functions of his or her job. Once a reasonable accommodation is requested, the ADA Coordinator and the applicant or employee should sit down and discuss the applicant's or employee's needs and identify the appropriate reasonable accommodation. If such consultation does not identify an appropriate accommodation, the City may seek further assistance from the EEOC, State or local vocational rehabilitation agencies, the Job Accommodation Network (JAN), or other appropriate service to assist the City in making individualized accommodations. The ADA Coordinator shall respond promptly to all requests for a reasonable accommodation and should keep lines of communication open with the applicant or employee making the request, particularly when it will take longer than expected to provide an accommodation or when supporting documentation is needed.

(g) Complaint. Whenever an applicant or employee believes he or she has been discriminated against on the basis of a disability regarding his or her employment or application for employment with the City, the applicant or employee may file a written complaint with the ADA Coordinator. The complaint should set forth the facts and circumstances surrounding the complaint and the basis for the complaint. Upon receipt of a complaint, the ADA Coordinator shall immediately notify the City Manager of the complaint and conduct an investigation of the complaint. The ADA Coordinator may also hire a third party to investigate the matter. Investigation of the complaint may include, but is not limited to: interviewing the complainant and affording all interested persons and their representatives, if any, the opportunity to submit oral or documentary evidence relevant to the complaint. The ADA Coordinator shall, within a reasonable time from receipt of the complaint, prepare and distribute his or her findings and conclusions from the investigation, including a description of the resolution of the complaint and notice of the complainant's right to appeal.

(h) Appeal. Any person aggrieved by a decision of the ADA Coordinator regarding a complaint filed hereunder may appeal such decision by filing with the City Council a written appeal within ten (10) days from the date of the decision stating the grounds for the appeal. The City Council shall review the ADA Coordinator's decision for correctness and prepare its findings and conclusions within a reasonable time from receipt of the appeal.

(i) Retaliation. It is unlawful to retaliate against an individual for opposing employment practices that discriminate based on disability or for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, hearing or litigation under the ADA. Any applicant or employee who believes he or she has been subjected to any act of retaliation described herein has the right to file a further complaint alleging reprisal as a separate action under this policy.

(j) Records. The ADA Coordinator shall maintain or cause to be maintained all records of the City pertaining to ADA matters and complaints filed hereunder in accordance with the Utah Government Records Access and Management Act, as set forth in *Utah Code Ann*. §§ 63G-2-101, *et seq.*, as amended, and all applicable records provisions of the ADA. Medical information shall not be filed in the employee's regular personnel file but shall be filed in a separate medical file that is accessible only to designated officials. Disclosure of medical information about applicants or employees shall be subject to the confidentiality requirements of the ADA. An employee's request for a reasonable accommodation shall be considered medical information subject to the ADA's confidentiality requirements.

(k) Other Procedures and Remedies. The grievance procedures provided herein are intended to replace rather than supplement other City grievance procedures for any grievance involving discrimination based upon disability.

9.180. Credit Cards.

Syracuse City credit cards shall be used for official business only. See Chapter 17 for additional information.

CHAPTER 10
HARASSMENT

10.010. Policy.
10.020. Purpose.
10.030. Notice
10.040. Definitions.
10.050. Prohibited Conduct.
10.060. Employee Responsibility.
10.070. Complaint Procedures.
10.080. File Records.
10.090. Confidentiality.
10.100. Retaliation.
10.110. Misuse of Policy.
10.120. Other Procedures and Remedies.

10.010. Policy.

It is the policy of Syracuse City to provide its employees with a work environment free from discrimination and harassment, where employees treat each other with professionalism, respect, dignity and courtesy. Each employee must exercise good judgment to avoid engaging in conduct that may be perceived by others as harassment, disrupts or interferes with another's work performance or that creates an intimidating, offensive or hostile environment. Harassment is prohibited and shall not be tolerated by the City under any circumstances. This zero tolerance policy applies to all employees, officers, and agents of the City, as well as any other third parties doing business with or served by the City.

10.020. Purpose.

It is the purpose of this policy to communicate to all employees of the City and all persons conducting business with or served by the City that harassment is prohibited. It is also the intent of this policy to inform and communicate to employees experiencing or witnessing harassment that they have a means to discourage and report intimidating, offensive, hostile or inappropriate conduct and that such reports will be immediately investigated and appropriate action will be taken.

10.030. Notice.

All employees of the City shall be responsible for knowing the provisions of this policy regarding harassment. The Human Resources Specialist shall be responsible for informing employees of any amendments to this policy. Any violation of this policy by City employees shall result in disciplinary action up to and including termination.

10.040. Definitions.

As used herein, the following words shall have the meaning described below:

(a) "Retaliation" means a retaliatory action taken against any person complaining of or reporting harassment or any person involved or cooperating in an investigation of harassment or a retaliatory action taken against any other person or property as a result of a harassment complaint and/or investigation.

(b) "Harassment" may include but is not limited to unwelcome conduct that is based on race, color, religion, sex (including pregnancy), national origin, age, disability, or genetic information. Harassment becomes unlawful when: (i) enduring the offensive conduct becomes a condition of continued employment, or (ii) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

(c) "Sexual harassment" means unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature when: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

10.050. Prohibited Conduct.

Harassment of any nature is prohibited under this policy, whether or not such conduct rises to the level of unlawful harassment. Examples of the kind of conduct that constitutes harassment under this policy, includes, but is not limited to, the following types of behavior. Prohibitions hereunder include same-sex harassment.

(a) Verbal. Lewd or suggestive comments, repeated sexual innuendoes, sexual flirtations, racial or sexual epithets, derogatory slurs, sexual or off-color jokes, offensive personal or sexual references, propositions, advances, threats or suggestive or insulting sounds;

(b) Visual/Non-Verbal (communicated through any means, including via internet, text messaging or e-mail). Demeaning, insulting, intimidating, sexually suggestive or derogatory photographs, posters, cartoons, graffiti or drawings, objects or pictures, commentaries, leering; or obscene gestures;

(c) Physical. Unwanted physical contact, including touching, interference with any individual's normal work movement, or assault; and

(d) Other. Any harassment that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an environment that is intimidating, hostile or offensive. Any conduct that targets a lawfully protected class as mentioned in 10.040.

(e) Gender Role Stereotyping. This conduct consists of assignment of non-job related duties, functions or roles based on gender. Examples include making coffee, serving refreshments, and running errands, when not related or necessary to the functions and responsibilities of the employee's position with the City.

10.060. Employee Responsibility.

Employees shall promptly report any harassing conduct they experience, learn of or witness utilizing the complaint procedures provided herein. Such prompt reporting will assist the City in eliminating any harassment at an early stage and/or reduce or eliminate any resulting harm.

10.070. Complaint Procedures.

Whenever an employee believes he or she has experienced, learned of or witnessed any type of harassment, the employee shall report the matter utilizing the following procedures.

(a) Complaint. An employee may report and/or complain of any alleged harassment by verbally notifying or filing a written complaint of the harassment with his or her supervisor. If the employee's supervisor is implicated in the matter or if the employee does not feel comfortable raising the matter with his or her supervisor, the employee may verbally notify or file a written complaint with the employee's department head or the Human Resources Specialist. If the department head or the Human Resources Specialist is implicated in the matter or if the employee does not feel comfortable raising the matter with his or her department head or the Human Resources Specialist, the employee may verbally notify or file a written complaint with the City Manager, City Attorney or the Mayor. If a member of the City Council or other appointed board or commission member is implicated in the matter, the employee may verbally notify or file a written complaint with the City Manager, City Attorney or the Mayor. If the Mayor is implicated in the matter, the employee may verbally notify or file a written complaint with the City Manager, City Attorney or the Human Resources Specialist.

(b) Notice. Except as otherwise provided herein, any supervisor, department head, the Human Resources Specialist, the City Attorney or the Mayor receiving notice of an alleged incident of harassment, either verbally or in writing, shall take immediate action to report such incident and/or complaint to the City Manager. In the event the City Manager is implicated in the complaint, the Mayor shall be notified by the supervisor, department head, City Attorney or the Human Resources Specialist of the report or complaint.

(c) Investigation. It is an express policy of the City that all complaints of harassment will be investigated. Except as otherwise provided herein, the Human Resources Specialist, or his or her designee, shall promptly and thoroughly investigate any such complaint of harassment. In the event the Human Resources Specialist is implicated in any harassment complaint, the City Manager shall cause to be conducted a prompt and thorough investigation of the matter. In such event, all references in Subsections (d) and (e) to the Human Resources Specialist shall be read to refer to the City Manager. The City may also hire a third party investigator to conduct any investigation of alleged harassment. All investigations shall include, at a minimum, providing a copy of this policy to the complainant and the accused; informing the parties of the law regarding harassment and the provisions of this policy; and reviewing the complaint with the complainant and the accused.

(d) Decision. Upon completion and review of the investigation, the Human Resources Specialist shall determine whether there has been a violation of this policy and shall immediately thereafter take such action as he or she deems appropriate under the circumstances in accordance with applicable procedures regarding the same. In the event a third party investigator has been hired to investigate the matter, the Human Resources Specialist shall review the conclusions of the investigation and make a determination regarding the matter as provided herein. Written notice of the decision, including any appropriate findings and

recommended conclusions or remedies, shall be prepared and distributed to the City Manager and department head within a reasonable time from receipt of the complaint.

(e) Determine Remedy. Based on the notice of decision written by the Human Resource Specialist, if a violation of this policy is found the City Manager and Department Head shall determine the appropriate discipline for the violator ranging from written reprimand to termination of employment. The City Manager and department head in consultation with the Human Resources Specialist shall take the following factors into consideration in determining the appropriate discipline, together with any other appropriate factors:

(1) the relationship of the parties;

(2) the nature of the offense;

(3) the number of complainants; and

(4) the number of occurrences.

10.080. File Records.

All records concerning the complaint, investigation, findings, and discipline shall be maintained in a confidential file separate from his or her personnel records. If the accused is found to have violated this policy, records concerning the discipline shall be maintained with his or her personnel records. If the accused is found innocent of any violation of this policy, no records concerning the incident shall be maintained with his or her personnel records.

10.090. Confidentiality.

All complaints and investigations of harassment will be confidential to the extent possible under the circumstances and only those persons necessary for the investigation and resolution of the complaint will be provided information. Breach of this confidentiality requirement may result in disciplinary action being taken.

10.100. Retaliation.

Employees are entitled to bring good faith complaints regarding alleged harassment and/or to participate in the investigation of any such complaints without any fear of retaliation. Retaliation against an accused or any person involved or cooperating in an investigation of harassment is a separate violation of this policy. If an employee believes he or she has been subjected to any act of retaliation resulting from any complaint or investigation of harassment, he or she has the right to file a complaint hereunder alleging retaliation as a separate action under this policy.

10.110. Misuse of Policy.

Any false claims of sexual harassment or allegations made in bad faith will result in disciplinary action up to and including termination taken against the accuser.

10.120. Other Procedures and Remedies.

The grievance procedures provided herein are intended to replace rather than supplement other City grievance procedures for any grievance involving harassment and shall be exhausted prior to pursuing other available remedies.

CHAPTER 11
NON-DOT DRUG AND ALCOHOL TESTING POLICY

11.010. Purpose.
11.020. General Policy.
11.030. Applicability.
11.040. Definitions.
11.050. Regulations.
11.060. Zero-Tolerance.
11.070. Voluntary Rehabilitation.
11.080. Prescription and Over-the-Counter Drugs.
11.090. Testing Required.
11.100. Basis for Testing.
11.110. Testing Procedures.
11.120. Results.
11.130. Action.
11.140. Confidentiality and Access to Test Results.
11.150. Notification of Conviction.
11.160. Americans with Disabilities Act (ADA).
11.170. Amendments.

11.010. Purpose.

The purpose of this policy is to convey to all current and prospective employees of Syracuse City the City's "zero-tolerance" policy on alcohol and drug use in the workplace and to provide guidelines for the implementation and management of a drug and alcohol testing program for the City. This policy is intended to provide a safer and more efficient workforce by avoiding the negative circumstances created by employee drug and alcohol use. These policies and procedures are not intended to create or alter any existing employment status or contract, written or verbal, between Syracuse City and its employees or job applicants. The provisions of this policy are intended and shall be interpreted to be in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act, as set forth in *Utah Code Ann*. §§ 34-41-101, *et seq.,* as amended.

11.020. General Policy.

Alcohol or drug use can impair an employee's ability to safely and effectively perform the functions of the particular job, increase accidents, absenteeism, and sub-standard performance, create poor employee morale, and/or undermine public confidence in the City's work force. It is the policy of the City to employ a work force and create a workplace free from the adverse effects of alcohol and drug use. To accomplish this, Syracuse City has developed a "zero-tolerance" substance abuse policy for all current and prospective employees as more particularly set forth in this policy. This policy shall be distributed to employees and made available for review by prospective employees.

11.030. Applicability.

This Non-DOT Drug and Alcohol Testing Policy shall apply to all City employees and prospective employees, including those City employees or prospective employees who are required to comply with the DOT Drug and Alcohol Testing Policy as set forth in Chapter 12, to the extent not otherwise covered therein. In the event of conflict between the two policies, the DOT Drug and Alcohol Policy shall control for DOT employees as defined in Chapter 12.

11.040. Definitions.

As used herein, the following words shall have the meanings set forth below:

(a) Actual Knowledge. "Actual Knowledge" means actual knowledge by an employer that an employee has used a controlled substance and/or alcohol based on the employer's direct observation of the employee, or an employee's admission of alcohol and/or controlled substance use. Direct observation as used in this definition means observation of alcohol or controlled substance use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

(b) Adulterated Test Result. "Adulterated Test Result" means a specimen which contains a substance that is not expected to be present in human urine or contains a substance expected to be present, but is at a concentration so high that it is not consistent with human urine.

(c) Alcohol. "Alcohol" means the intoxicating agent in beverage alcohol (ethyl alcohol) or other low molecular weight alcohols including methyl and isopropyl alcohol.

(d) Alcohol Use. "Alcohol Use" means the drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

(e) Alcohol Testing. "Alcohol Testing" means to be tested by a certified breath-alcohol technician, using an approved breath alcohol test device or an approved initial screening device, as more particularly set forth in this policy. Blood and urine alcohol testing may also be used at the discretion of the City when breath alcohol testing is not available.

(f) Controlled Substance or Drugs. "Controlled Substance" or "Drugs" means any substance, and its metabolite, recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopathic Pharmacopoeia, or other recognized drug compendia, or supplement to such compendia, including Title 58, Chapter 37 of the Utah Code Annotated (Utah Controlled Substances Act), and any prescribed medication or controlled substance including those assigned by 21 USC 802 and includes all substances listed on Schedule I through Schedule V, as they may be revised from time to time (21 CFR 1308), including but not limited to:

(1) Marijuana

(2) Cocaine

(3) Amphetamines

(4) Benzodiazepines

(5) Barbiturates

(6) Opiates and other narcotics

(7) Phencyclidine (PCP) and other hallucinogens

(g) Drug Testing. "Drug Testing" means the scientific analysis for the presence of drugs or their metabolites in specimens from the human body, as more particularly set forth in this policy.

(h) Employee. "Employee" means any person employed by the City for compensation.

(i) Medical Review Officer (MRO). "Medical Review Officer" or "MRO" means a licensed physician with knowledge of drug abuse disorders used by Syracuse City to determine and verify if a legitimate or medical explanation exists for a positive, adulterated, substituted, or invalid drug test result.

(j) Non-Negative Drug Test Result. "Non-Negative Drug Test Result" means any drug test result other than a negative test result, including, but not limited to adulterated, substituted, diluted or invalid drug test result.

(k) On-Duty. "On-Duty" means all working hours, including meals or break periods, regardless of whether the employee is on Syracuse City property, and at any time the employee represents Syracuse City in any capacity, including operating Syracuse City equipment or vehicles.

(l) Positive Alcohol Test. "Positive Alcohol Test" means test levels on both the initial and confirmation tests that are 0.04 percent or greater (0.04 gm/210 liters of breath or 0.04 gm/deciliter of blood or 0.04 gm/dl of urine).

(m) Positive Drug Test. "Positive Drug Test" means drug test levels on both the screening test and the confirmation test that are at or above the level recognized as positive by the US Department of Health and Human Services in its Mandatory Guidelines for Federal Workplace Drug Testing Programs or the standard cutoff levels set by the laboratory and the MRO has verified the test result as positive.

(n) Prospective Employee. "Prospective Employee" means any person who has made written or oral application for employment with the City and who has been selected as a final applicant for such employment.

(o) Refusal to Submit. "Refusal to Submit" means that the employee: (1) fails to provide adequate breath for alcohol testing as required herein without a valid medical explanation after he or she has received notice of the requirement for breath testing; (2) fails to provide an adequate urine sample for controlled substances testing as required herein without a genuine inability to provide a specimen after he or she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process.

(p) Safety Sensitive Position. "Safety Sensitive Position" means any position involving duties which directly affect the safety of governmental employees or the general public, or positions where there is access to controlled substances as defined in Utah Code Annotated, Title 58, Chapter 37 (Utah Controlled Substances Act) during the course of performing job duties.

(q) Sample. "Sample" means any sample of urine, blood, breath, oral fluid or hair for drug and/or alcohol screening.

(r) Substituted Test Result. "Substituted Test Result" means a specimen with creatinine and specific gravity values that are so diminished or divergent that they are not consistent with human urine.

(s) Use. "Use" means to illegally consume, sell, purchase, manufacture, distribute, be under the influence of, report to work under the influence of, or be in possession of drugs and/or alcohol. The term use shall also include the presence of drugs and/or alcohol in the body of an employee, including the presence as a metabolite, the use of a prescription drug without a valid prescription from a health care provider and not using a prescription drug as prescribed by the authorizing health care provider.

(t) Utah Local Governmental Entity Drug-Free Workplace Act. "Utah Local Governmental Entity Drug-Free Workplace Act" means the Drug-Free Workplace Act set forth at *Utah Code Ann.* §§ 34-41-101, *et seq.*, as amended.

11.050. Regulations.

No employee of the City may possess, sell or be under the influence of any drugs or alcohol while on-duty, when conducting City business or while on City premises, as shown by the presence of such substances or their metabolites in the employee's system. The following activities are examples of activities that are strictly prohibited for all Syracuse City employees:

(a) Working while under the influence of a controlled substance or alcohol unless the substance is legally prescribed and used in accordance with the terms of this policy.

(b) Selling, using, purchasing, manufacturing, or possessing an illegal controlled substance or drug paraphernalia while on Syracuse City time, while conducting Syracuse City business, while on Syracuse City property, or while using City vehicles or equipment.

(c) Selling, using, purchasing, manufacturing, or possessing an illegal controlled substance or drug paraphernalia when not at work.

(d) Selling, using, purchasing, manufacturing, or possessing an illegal controlled substance , including prescription medications which are considered controlled substances, unless the prescription medication is legally prescribed to the employee and has been taken as prescribed.

(e) Operating any vehicle or machinery while under the influence of any drug, including prescription or over-the-counter medications which render the employee incapable of safely and adequately operating a vehicle, machinery, or performing any other job duties.

(f) Using alcohol, in any form, while on Syracuse City time or business, or to report to work under the influence of alcohol. An employee is considered to be in violation of this policy if they report to work with a blood alcohol level (as determined by a breath alcohol (BAC) test) greater than or equal to 0.04.

(g) Consuming or using alcohol in any form, four (4) hours prior to a scheduled work period, including when "on-call."

(h) Refusing to submit a specimen for controlled substances or alcohol testing.

(i) Having positive drug and/or alcohol test results.

(j) Tampering with, substituting, or adulterating any specimen collected for drug and/or alcohol testing. Any sample reported by the laboratory or MRO as “substituted” or “adulterated” will be considered a “refusal to test” or a refusal to submit a valid sample.

(k) Obstructing or not fully cooperating with specimen collection or testing procedures.

(l) Failing to report the legal use of prescription and/or over-the-counter medications that could adversely render the employee incapable of operating a vehicle, machinery and performing job duties.

(m) For a Syracuse City supervisor to allow an employee to work if they have actual knowledge that the employee has violated this policy or has reasonable suspicion to believe that an employee may be impaired by drugs and/or alcohol.

11.060. Zero-Tolerance.

If it is determined that an employee tests positive for use of controlled substances and/or alcohol, abuses prescribed drugs, refuses to provide a sample, knowingly supplies an excess fluids (diluted), substituted or adulterated sample, or otherwise violates the terms and provisions of this policy, that employee shall be subject to disciplinary action, up to and including termination. Any disciplinary action taken for violations of this policy shall comply with the disciplinary action procedures, as applicable, set forth in Chapter 22 of these Policies and Procedures.

11.070. Voluntary Rehabilitation.

Employees seeking assistance with overcoming drug or alcohol abuse before they are selected and tested for drug and/or alcohol testing and before it interferes with job performance may contact their supervisor, department head, or the Human Resources Specialist for information about counseling and rehabilitation programs. Employees having a drug or alcohol problem are strongly encouraged to seek help. The Human Resources Specialist may provide assistance in referring employees to appropriate rehabilitation programs. This assistance, however, does not financially obligate the City for the costs associated with rehabilitation. Rehabilitation is the employee’s responsibility. The City will allow employees who seek voluntary assistance for alcohol and drug problems to first utilize their accrued sick leave and then their accrued annual leave for rehabilitation. Leave without pay may be requested by the employee and will be considered on an individual case basis. If the FMLA does not apply, an employee’s position may be held open for a reasonable period of time up to a maximum of thirty (30) days for voluntary rehabilitation upon approval by the City Manager. Employees returning to work after treatment must first provide the City with a certification from a reputable substance abuse program that the employee is sober, has successfully completed the treatment program and has the potential for full recovery. A licensed professional medical practitioner that specializes in substance abuse must sign this certification. The employee must also, as a condition of returning to work, agree to follow-up rehabilitation drug and/or alcohol testing and sign a return to work agreement. Follow-up rehabilitation testing will be required for a period of not less than six (6) months and not more than one (1) year after completion of the employee’s substance abuse treatment program. The date and time of any required follow-up rehabilitation drug and/or alcohol testing will be unannounced and conducted on a random basis. Voluntary notification and enrollment in a rehabilitation program shall only prevent disciplinary action for previous drug or alcohol use that was unknown to the City and shall not prevent the City from testing or taking disciplinary action against an employee who subsequently violates this policy.

11.080. Prescription and Over-the-Counter Drugs.

Prescribed and over-the-counter drugs and the necessary instrumentalities of administration brought on City premises may only be used by the person for whom they are prescribed and taken as directed so long as the use of such drugs does not adversely affect the safety of the work environment or significantly impede performance of essential job functions. There are various prescription and over-the-counter drugs that may adversely affect the safety of the work environment. Examples include, but are not limited to, pain relievers that contain opiates, and muscle relaxants. It is the employee's responsibility to be informed about the effects of prescription and over-the-counter drugs they are taking by reading the information that accompanies the drug, including any information provided by the pharmacist, by consulting with their physician, and by accessing and utilizing other sources of information available to the employee, and acting accordingly. Any employee who chooses or is medically required to ingest prescribed or over-the-counter medications that may adversely affect the safety of the work environment, shall immediately notify his or her department head of the type of medication and time period over which said medications will be taken. The department head will make a determination of any restrictions to be placed on the employee after appropriate confidential consultation with the Human Resources Specialist, the City Attorney's Office, and/or medical professionals. A written statement from the employee's physician may be required regarding whether the physician is of the opinion that the employee can safely work or perform his or her job duties while taking the prescribed drug. Any employee who chooses or is medically required to ingest a prescribed or over-the-counter medication outside of the workplace must ensure that the impairing effects have ended prior to reporting for work. For purposes of this policy, medications used as prescribed, which do not constitute a safety concern, shall not be considered a violation of this policy.

11.090. Testing Required.

In accordance with the provisions of this policy, all prospective and current employees shall be subject to drug and alcohol testing as a condition of hiring and continued employment with the City. Failure to comply with this policy shall result in the City refusing to hire a prospective employee or disciplinary action for current employees as set forth in Section 11.060 regarding the City's zero-tolerance policy. All drug testing shall consist of a CRL nine (9) panel plus narcotics drug screen to set for the presence of controlled substances. All testing shall be based on and under the circumstances set forth in Section 11.100 regarding basis for testing.

11.100. Basis for Testing.

Prospective and current employees shall be subject to testing for the presence of drugs and/or their metabolites and alcohol by the City in accordance with the provisions of this policy as a condition of hiring and continued employment for any of the following reasons or under the following circumstances.

(a) Pre-Employment. All prospective employees, upon acceptance of a conditional offer of employment with the City, shall be required to submit to a pre-employment drug test at the facility designated by Syracuse City. Pre-employment tests will be conducted on prospective employees on their own time, meaning that prospective employees will not be paid for the time they spend participating in pre-employment testing required by Syracuse City. All pre-employment drug testing will be conducted at the third-party administrator's facility and prospective employees are responsible for their transportation to and from the collection facility. Refusal to consent to a pre-employment drug test will terminate further action towards employment. A positive, adulterated, or substituted test result will also terminate further action towards employment with Syracuse City. Only those prospective employees whose pre-employment drug test results are negative will be considered for further action towards employment.

(b) Reasonable Suspicion. Employees acting in a manner which raises reasonable suspicion that the employee has improperly used or reported to work under the influence of drugs or alcohol shall be subject to drug and alcohol testing. "Reasonable suspicion" shall be determined by the supervising agent and shall mean an articulated belief based upon recorded facts and reasonable inferences drawn from those facts that the employee is in violation of this policy. Reasonable suspicion drug and/or alcohol testing will be required when there is any of the following: observable phenomena (actual use, possession, odors, etc); abnormal behavior or physical characteristics; or a drug-related investigation, arrest, or conviction or any investigation of theft.

(1) In the event that reasonable suspicion testing is warranted, it is the responsibility of an agent of Syracuse City to transport the employee being tested to and from the testing facility. In most cases, either the Designated Employee Representative (DER) or the employee's supervisor will be responsible for transporting the employee.

(2) Before requiring reasonable suspicion testing, the employee's supervisor or the person requesting the reasonable suspicion testing shall complete the "Observed Behavior-Reasonable Cause Record". It is essential that this form be completed before the employee is required to submit to testing in order to properly document the circumstances leading up to the testing referral.

(3) Any employee who is required to submit to reasonable suspicion testing will be removed from any safety sensitive functions and placed on alternative duty, if necessary, or placed on paid administrative leave until the results of the drug and/or alcohol test can be verified. If the test result(s) are negative, the employee will be able to return to work upon receipt of the test result(s). If the test results are positive, the employee will be subject to termination as provided herein.

(4) If an employee refuses to submit to reasonable suspicion testing or attempts to leave any Syracuse City premises and is impaired, in the opinion of a trained supervisor, to the extent that he/she would present a danger to either him/herself or others, local law enforcement should be contacted immediately by the supervisor.

(5) In an effort to ensure that supervisors are knowledgeable about the symptoms of drug and/or alcohol use, training on symptom recognition will be held for all Syracuse City employees in supervisory positions and only those persons who have attended the training will be qualified to require reasonable suspicion testing. Records regarding training attendance will be kept for a minimum of three (3) years after the date of the training.

(c) Random. Employees in safety sensitive positions shall be subject to unannounced drug and alcohol testing. Employees in non-safety sensitive positions will be periodically tested.

(1) Random drug and/or alcohol testing will be conducted for Syracuse City employees working in non-DOT safety sensitive positions, including, but not limited to the following positions:

(A) Fire Chief

(B) Fire Fighter

(C) Administrative Professional (Fire)

(D) Police Chief

(E) Police Lieutenant

(F) Police Sergeant

(G) Police Officer

(H) Code Enforcement Officer

(I) Bailiff

(J) Crossing Guard

(K) City Engineer

(L) Meter Reader

(M) Building Official

(N) Building Inspector

(O) Land Maintenance Worker

(P) Parks Maintenance Worker

(Q) Recreation Coordinator

(R) Recreation Supervisor

(S) Parks Coordinator

(T) Cemetery Maintenance Worker

(U) Gang Mower Operator

(V) Recreation Assistant

(W) Sports Fields Worker

(X) Streets Maintenance Worker

(Y) Water Maintenance Worker

(Z) Environmental Maintenance Worker

(2) Selection for random testing will be done by an outside organization in order to ensure that selection is truly random and is uninfluenced by any personal characteristics, behavior, or any other attribute.

(3) Random drug and alcohol testing will be conducted quarterly. Random drug testing will be administered at a fifty (50) percent annualized rate. Random alcohol testing will be conducted at a ten (10) percent annualized rate. This means that the total number of drug tests conducted during any twelve (12) month period will be equal to at least fifty (50) percent of the total Syracuse City non-DOT testing pool, and the total number of alcohol tests conducted during any twelve (12) month period will be equal to at least ten (10) percent of the total Syracuse City non-DOT testing pool. Employees will be notified by their supervisor and/or the DER of the requirement to submit to a random drug and/or alcohol test and should then proceed immediately to the collection site designated by Syracuse City.

(d) Post-Accidents. Employees involved in any work-related accident involving a vehicle, injury requiring medical treatment, or property damage anticipated to exceed $1,000, are required to submit to post-accident drug and alcohol testing. Off-duty employees involved in motor vehicle accidents involving Syracuse City vehicles will also be subject to post-accident drug and alcohol testing.

(1) Post-accident drug tests must be conducted within 32 hours of the accident and/or incident. Post accident alcohol tests should be conducted within two (2) hours of the accident and not later than eight (8) hours after the accident. If these time limits have passed, the City should cease attempts to collect the sample.

(2) In the event that post-accident drug and alcohol testing is warranted, it is the employee's supervisor's responsibility or an agent of Syracuse City or emergency personnel to transport the employee being tested to and from the testing facility. In most cases, it is the employee's supervisor's responsibility to ensure the employee is transported.

(3) Any employee who is required to submit to post-accident drug and alcohol testing will be removed from any safety sensitive functions and placed on alternative duty, as necessary, or placed on paid administrative leave until the results of the drug and alcohol tests can be verified. If the test results are negative, the employee will be able to return to work upon receipt of the test results. If the test results are positive or non-negative, the employee will be subject to termination as provided herein.

(e) Pre-Announced Periodic. Employees may be subject to pre-selected and pre-announced drug and alcohol testing as a condition of continued employment conducted on a regular schedule.

(f) Rehabilitation. Employees in any rehabilitation program shall be subject to drug and alcohol testing in accordance with the program requirements or as part of a return-to-work requirement after treatment or program participation. Rehabilitation testing means unannounced but pre-selected drug or alcohol testing done as part of a program of counseling, education, and treatment of an employee in conjunction with this policy.

(g) Compliance. Employees shall be subject to drug and alcohol testing when required by State or Federal law. See, DOT Drug and Alcohol Testing Policy regarding additional drug and alcohol

testing requirements for employees subject to commercial driver's license requirements under the Omnibus Transportation Employees Testing Act and the Department of Transportation Regulations enacted thereunder.

11.110. Testing Procedures.

(a) Consent. Drug and Alcohol screening will be conducted by an outside organization. Prior to submitting to a drug and alcohol test required herein, prospective and current employees shall sign a Consent Form authorizing the test, permitting the release of test results to the appropriate personnel.

(b) Collection. All sample collection for drugs and alcohol testing under this policy shall be performed under reasonable and sanitary conditions. Sample collection, documentation, storage and transportation to the place of testing shall be performed in a manner that reasonably precludes the probability of sample misidentification, contamination or adulteration and which ensures the privacy of the individual being tested. The instructions, chain of custody forms, and collection kits, including bottles and seals used for sample collection shall be prepared by an independent laboratory certified for employment drug testing by either the Substance Abuse and Mental Health Services Administration or the College of American Pathology. Sample collection shall be conducted in accordance with the terms and conditions of this policy and the Utah Local Governmental Entity Drug-Free Workplace Act by an entity independent of the City.

(c) Samples. Employees shall submit a split urine sample for drug testing or retesting as required herein. The urine sample shall be divided into two specimen bottles by the collection entity in accordance with the Utah Governmental Entity Drug-Free Workplace Act. Alcohol testing will typically be done with an evidentiary breath testing device. An initial screening alcohol test will be conducted. If that result is greater than or equal to 0.04, a confirmation test will be conducted using an evidential testing device. The confirmation test is the final result. Any confirmed breath alcohol test result greater than 0.04 grams per 210 liters of breath will be considered a positive alcohol test result.

(d) Inadequate Samples. In the case of urine-based drug testing, an applicant and/or employee who fails to provide an adequate quantity of urine for testing will be instructed to drink not more than 24 ounces of fluid and, after a period of up to two hours, again attempt to provide a complete sample. If an applicant fails to provide an adequate quantity of urine a second time, that applicant will no longer be considered for employment. If an employee fails to provide an adequate quantity of urine a second time, the third party administrator will notify the MRO to determine pertinent information concerning whether or not the individual's inability to provide a specimen is genuine or constitutes a refusal to test. Upon completion of the examination, the MRO will report their conclusions to the Syracuse City DER in writing. If the City or the collector has reasonable cause to believe that the donor of the sample has tampered with their sample, a new sample will be immediately collected.

(e) Testing. Sample drug testing shall conform to scientifically accepted analytical methods and procedures and shall be conducted in accordance with the Utah Local Governmental Entity Drug-Free Workplace Act by an independent laboratory certified for employment drug testing by either the Substance Abuse and Mental Health Services Administration or the College of American Pathology. The City has designated IHC as the City's third party administrator to assist in setting up and administering the drug and alcohol testing program set forth herein.

(f) Dilute Specimens. Specimens which the laboratory reports as dilute, meaning specific gravity less than 1.003 and creatinine levels less than 20 mg/dL, may be considered invalid and the

employee/applicant will be required to give a second specimen. The second specimen will be considered the final result.

(g) Invalid Specimens. If Syracuse City receives a test result that is determined to be invalid, the employee will be immediately retested. The employee will be given no notification of the need to retest. No action will be taken regarding the first test result and the results of the second test will be considered final. A second "invalid" test result will be treated as a positive test result.

(h) Time. Any drug or alcohol testing required by the City under this policy shall occur during or immediately after the regular work period for current employees and shall be deemed work time for purposes of compensation and benefits for current employees.

(i) Costs. Except as otherwise provided, the City shall pay all costs of sample collection and testing required herein, including the cost of transporting current employees to the testing site if the testing is conducted at a place other than the work site.

(j) Disclaimer. A physician/patient relationship is not created between a prospective or current employee and the City or any person performing the test, solely by this policy and the procedures set forth herein.

11.120. Results.

(a) Positive. Positive test results shall refer to those test results that meet or exceed the standard permissible levels of substance in the body as defined and set forth in this policy, the Federal DOT Rules and Regulations if addressed therein, or by standards adopted by the State of Utah if not addressed by the Federal DOT Rules and Regulations.

(b) MRO. It is the policy of Syracuse City that all positive or non-negative drug tests results be immediately referred to an MRO to verify the positive or non-negative result. In the case of a positive, adulterated, substituted, or invalid test result, the employee or prospective employee shall be so advised by the MRO by telephone on a confidential basis prior to the reporting of the results to the designated employer representative. The employee shall have the right to discuss and explain the results, including the right to advise the MRO of any prescription or over-the-counter medication or other substance consumed which may have affected the results of the test. The MRO shall also review the chain-of-custody documentation to ensure compliance with normal chain-of-custody procedures. If the MRO can verify a legitimate explanation, the MRO would then reverse the test result to negative and report it as negative to the employer. The MRO can report a positive or non-negative test to the employer, without interviewing the employee/applicant, if: an individual has expressly declined the opportunity to discuss the test result with the MRO; the employer has successfully made and documented a contact with the employee and instructed the employee to contact the MRO and more than 72 hours have passed since the time the employer contacted the employee; or if neither the employer nor MRO, after making and documenting all reasonable efforts, has been able to contact the employee within ten (10) days of the date on which the MRO receives the confirmed test result from the laboratory. No MRO review will be done on positive breath or blood alcohol tests.

(c) Notice. In addition to the MRO procedures set forth in Subsection (b), prospective and current employees shall be notified as soon as possible of any positive test results conducted in accordance with this policy by telephone or in writing at their last-known telephone number and address and told of his or her option to have the split urine sample tested as provided in Subsection (e).

(d) Confirmation. Before the result of any test required herein may be used as a basis for action by the City, the positive test result shall be verified or confirmed using a gas chromatography-mass spectroscopy, or other comparably reliable analytical method.

(e) Second Test Option. If the test results of the urine sample indicate the presence of drugs or their metabolites, the donor of the test shall have seventy-two (72) hours from the time he or she is notified of such results to request, at his or her option, to have the split urine sample testing performed. The cost of the second test shall be equally divided between the donor and the City, unless the second sample tests negative, in which case the City shall pay for the entire cost of the second test. In addition to the initial test results, the test results of the split urine sample shall be considered at any subsequent disciplinary hearing if the requirements of this policy have been complied with in the collection, handling and testing of the samples.

(f) Request for Report. An employee who has tested positive or non-negative shall have the right to request, in writing, from the City a copy of the laboratory and MRO report regarding the testing.

11.130. Action.

(a) Referral. Any non-DOT employee who has a non-negative drug test or a positive breath alcohol test result will be immediately referred by the Syracuse City DER to the Employee Assistance Program (EAP), a licensed substance abuse counselor (LSAC), or a Substance Abuse Professional (SAP) for an initial consultation. Syracuse City will be responsible for the cost of the initial consultation. However, additional services provided to the employee by the SAP and/or LSAC will be at the expense of the employee.

(b) Discipline or Refusal to Hire. The City may use confirmed positive test results or non-negative test results, or any refusal of a prospective or current employee to take the test, as a basis for disciplinary action up to and including termination of current employees and refusal to hire prospective employees. Any disciplinary action taken by the City for violation of this policy shall be in accordance with the City disciplinary procedures. Such procedures shall include any required pre-disciplinary hearing and appeal proceedings.

(c) Rehabilitation. The City may also require that any employee rendering positive test results enroll in a City-approved rehabilitation, treatment or counseling program, which may include additional drug or alcohol testing, at the expense of the employee and as a condition of continued employment.

11.140. Confidentiality and Access to Test Results.

The use and disposition of all drug and alcohol testing results and records shall be considered confidential and are subject to the limitations of the Utah Government Records Access and Management Act and the Americans with Disabilities Act. In an effort to ensure that all drug and/or alcohol test results remain confidential, the third party administrator and/or MRO for the Syracuse City drug testing program are only authorized to release test results to the Syracuse City DER. After being received by Syracuse City, all drug and alcohol test results will be stored in confidential employee files (established for all Syracuse City employees) and will remain confidential to the extent required or allowed by law. The DER will determine which person(s) within the City have a need to know which test results. Test and other records will be maintained in a secure manner so that disclosure of confidential and/or medical information to unauthorized persons does not occur. Test results may be released in legal proceedings where the employee raises the issue of drug test (i.e. unemployment hearing, wrongful termination, etc.).

Test results can be released to persons representing Syracuse City (i.e. attorneys, workers compensation insurance adjuster, etc.). Employees, former employees, and prospective employees can request copies of their drug and/or alcohol test results by making a written request to the Syracuse City DER.

11.150. Notification of Conviction.

Any investigation by law enforcement or conviction for controlled substance or alcohol activity may be cause for dismissal from employment. Failure of an employee to report any conviction for illegal drug use or alcohol misuse to their supervisor and/or the Syracuse City DER within five (5) days of conviction may result in disciplinary action up to and including termination.

11.160. Americans with Disabilities Act (ADA).

Alcoholism is considered a disability under the ADA. Syracuse City will make reasonable accommodations for current employees who suffer from alcoholism, including encouraging an employee to participate in rehabilitation programs. However, Syracuse City will hold an alcoholic employee to the same performance standards as other employees and will discipline an employee, up to an including termination, if the employee's alcohol use adversely affects the employee's job performance or is considered to be a safety hazard. An employee or prospective employee whose controlled substance or alcohol (except as modified by the ADA) tests are confirmed and verified positive in accordance with the provisions of this program shall not, by reason of those results alone, be defined as a person with a "handicap" or "disability" for the purposes of Utah Code Annotated Chapter 35, Title 34 (Utah Anti-Discriminatory Act) or the Federal Americans with Disabilities Act.

11.170. Amendments.

Syracuse City reserves the right to interpret, modify, and/or revise this policy in whole or in part. Nothing in this policy is to be construed as an employment contract nor does this alter an employee's employment status. This policy will be amended from time to time to comply with changes in Federal and State laws.

COUNCIL AGENDA

November 19, 2014

Agenda Item **#c.i** Final Plat-Trailside Park Subdivision-Phase 8.

Factual Summation

Please see the following attachments:

- Final plat drawings (plat, improvements, landscaping)
- City Engineer's review
- Planning Department's review
- Fire Department's review

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

Item: City Council Approval of the Trailside Park Subdivision, Phase 8: Ovation Homes LLC request for Final Subdivision approval located at approximately 1900 W 3000 South, 28 lots, 7.37 Acres, Residential 1 Cluster (R-1) Zone

Background

The Planning Commission held a public meeting on October 21, 2014 for Final Plan approval of Trailside Park Subdivision, Phase 8. All items noted in staff report have been addressed by the Planning Commission. All requirements of sketch, preliminary and final have been met.

Phase 8	
Area	7.37 acres
20% infrastructure allowance	1.47 acres
Net developable area	5.90 acres
Minimum open space requirement 25%	5.9*25%=1.48 acres
Proposed open space	2.12 acres
Density allowance	28 units
Proposed Units	28 units

Total Trailside Park Development	
Area	36.96 acres
20% infrastructure allowance	7.39 acres
Net developable area	29.57 acres
Minimum open space requirement	7.39 acres
Density allowance	140 units

Recommendation for City Council Approval of the Trailside Park Subdivision, Phase 8

The Syracuse City Planning Commission hereby recommends that the City Council approve the final plat for the Trailside Park Subdivision, Phase 8, located at approximately 1900 W 3000 South subject to meeting all requirements of the City's Municipal Codes and City staff reviews.

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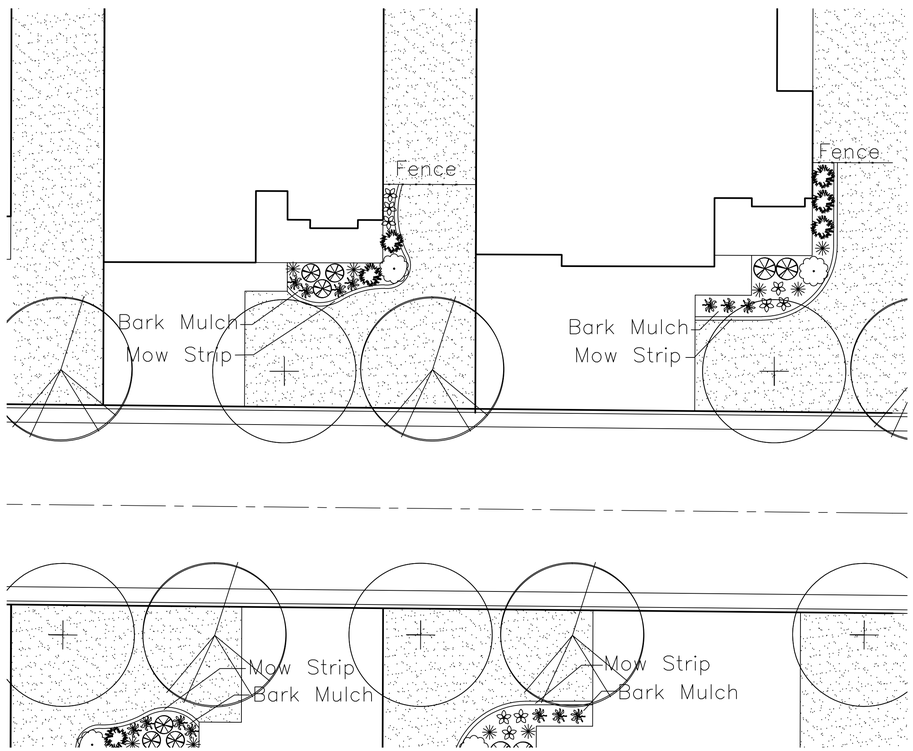


10 0 10 20 30
Scale: 1" = 10'

Plant Table - Typical Home Planting

TREES

Quantity	Symbol	Planting Size	Scientific Name
1 tree per home		2" cal.	Malus 'Spring Snow'
		2" cal.	Prunus cerasifera 'Thundercloud'
		2" cal.	Pyrus calleryana 'Chanticleer'

SHRUBS

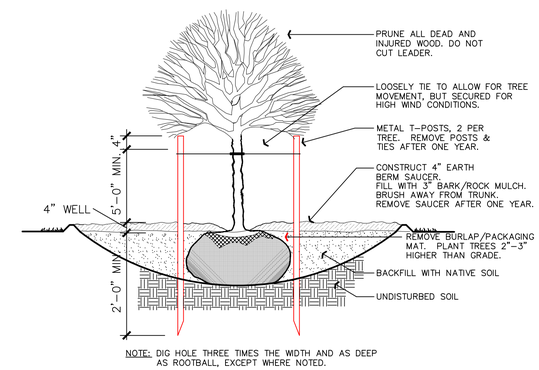
Quantity	Symbol	Planting Size
6 plants per home		5 gal.
		5 gal.
		5 gal.

PERENNIALS

Quantity	Symbol	Planting Size
9 plants per home		1 gal.
		1 gal.
		1 gal.

NOTE: Owner's licensed landscape contractor shall plant a mix of deciduous and evergreen shrubs with perennials and ornamental grasses to create variety and provide the right plants for each building's orientation (sun or shade). All beds shall be covered with a 3" layer of bark mulch.

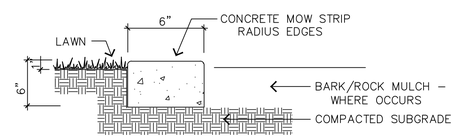
Turf Grass – To be sodded.



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

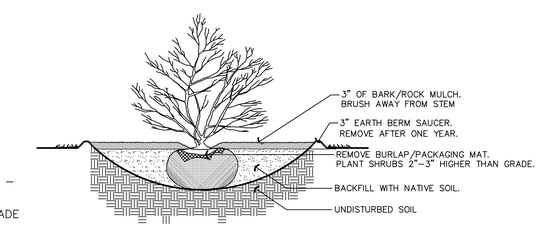
DECIDUOUS TREE PLANTING

SCALE: NOT TO SCALE



CONCRETE MOW STRIP

SCALE: NOT TO SCALE



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

SHRUB/PERENNIAL PLANTING

SCALE: NOT TO SCALE

Reeve & Associates, Inc.
920 CHAMBERS STREET, SUITE 14, OGDEN, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2666 http://www.reeveassociates.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION

Trailside Park Subdivision Phase 8
SYRACUSE CITY, DAVIS COUNTY, UTAH

Landscape Details

LICENSED LANDSCAPE ARCHITECT
4987018
DEBRA ELLEN REYNOLDS
STATE OF UTAH

Project Info.
Engineer: J. NATE REEVE, P.E.
Drafter: R. HANSEN
Begin Date: JULY 21, 2014
Name: TRAILSIDE PARK SUBDIVISION PHASE 8
Number: 5061-A41

Sheet 13 of 13 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 920 CHAMBERS STREET, SUITE #14, OGDEN, UTAH 84403, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

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SYRACUSE CITY EST. 1935

Subdivision Final Plan Review

Subdivision: Trailside Park Phase 8 **Date**: October 9, 2014

Completed By: Jenny Schow, City Planner **Updated**: October 15, 2015

8-6-010: Final Plat:		**Planning Staff Review:**
1.	Proposed name of subdivision (to be approved by Planning Commission and County Recorder).	Yes
2.	Accurate angular and linear dimensions for all lines, angles and curves used to describe boundaries, streets, easements, areas reserved for public use, etc.	Yes
3.	Identification system for lots, blocks, and names of streets. Lot lines show dimensions in feet and hundredths.	Update when submitted by City Planner
4.	Street addresses shown for each lot as assigned by the City.	Update when submitted by City Planner
5.	True angles and distances to nearest street lines or official monuments as accurately described and shown by appropriate symbol.	See Engineer
6.	Radii, internal angles, points and curvatures, tangent bearings and the length of all arcs.	Yes
7.	Accurate location of all monuments to be Installed, shown by appropriate symbol.	Refer to City Engineer
8.	Dedication to City of all streets, highways and other public uses and easements included in the proposed subdivision.	Yes
9.	Street monuments shown on Final Plat as approved by City Engineer.	Refer to City Engineer
10.	Pipes or other iron markers shown on the plat.	Refer to City Engineer
11.	Accurate outlines and dimensions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and any areas to be reserved by deed or covenant for common use of all property owners.	Yes
12.	All boundary, lot and other geometrics (bearings, distances, curve data etc.) on Final Plat accurate to not less than one part in five thousand (1/5000).	Refer to City Engineer
13.	Location, function, ownership and manner of maintenance of common open space not reserved or dedicated for public use.	Open Space Parcels need to be labeled A, B, C
14.	Legal boundary description of the subdivision and acreage included.	Yes
15.	Current inset City map showing location of subdivision.	Yes
16.	Standard signatures forms/boxes reflected on the Final Plat as designated by City Code	Yes

8-6-020: Final Plan and Profile	**See Engineer Review**

Conditional Items of Final Plan Approval
1. Prepare a drainage easement agreement to be recorded on lots 107-116 and the open space parcel, per the last meeting with staff.
2. Amend the leader line for the drainage easement.

Conditional Items of Final Plan Approval for Preconstruction	
1.	Construction Drawing Prints and PDF files
2.	Schedule a preconstruction meeting
3.	Bond estimate using the City template
4.	Final Inspection Fees as calculated in the approved bond estimate
5.	Offsite Improvement Agreement
6.	BMP Facilities Maintenance Agreement (Parcel A)
7.	Streetlight Agreement
8.	SWPPP NOI
9.	SWPPP City Permit

Conditional Items of Final Plan Approval for Recording	
1.	Escrow Agreement
2.	Water Shares
3.	Title Report - must be dated within 30 days or recording
4.	Recording fees: $37/page +$1/lot and any common space as well as $1/land-owner signatures over two

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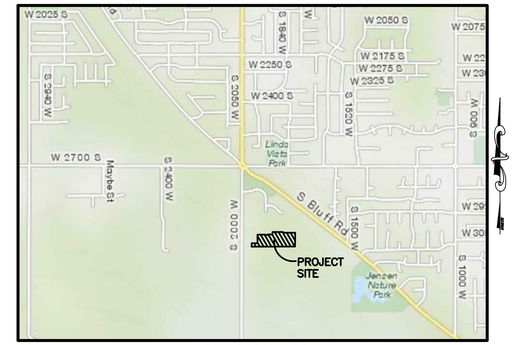
Project Narrative/Notes/Revisions

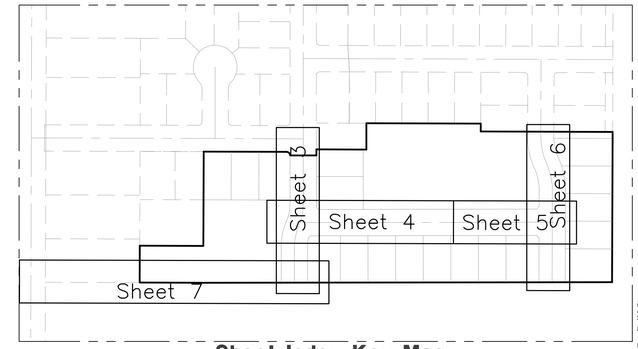
1) 7/31/14 RH – COMPLETED PLANS FOR FIRST SUBMITTAL TO CLIENT/CITY.
2) 8/20/14 RH – REVISED PLANS PER CITY COMMENTS.
3) 9/25/14 ST – REVISED PLANS PER CITY COMMENTS.
4) 10/1/14 ST – REVISED STORM DRAIN PER CITY COMMENTS.
5) 10/14/14 RH – REVISED PLANS PER CITY COMMENTS.

TRAILSIDE PARK SUBDIVISION
Phase 8
Improvement Plans

SYRACUSE CITY, DAVIS COUNTY, UTAH
JULY 2014



Vicinity Map
NOT TO SCALE



Sheet Index Key Map
NOT TO SCALE

Sheet Index

Sheet 1 - Cover/Index Sheet
Sheet 2 - Street Cross-Sections/Legend/Notes
Sheet 3 - 1820 West Street 3+50.00-7+56.04
Sheet 4 - 3025 South Street 10+00.00-14+00.00
Sheet 5 - 3025 South Street 14+00.00-17+00.00
Sheet 6 - 1725 West Street 12+00.00-17+00.00
Sheet 7 - Sanitary Sewer Outfall
Sheet 8 - Storm Drain Line
Sheet 9 - Grading Plan
Sheet 10 - Storm Water Pollution Prevention Plan
Sheet 11 - Storm Water Pollution Prevention Plan
Sheet 12 - Landscape Plan
Sheet 13 - Landscape Details

Engineer's Notice To Contractors

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

Contact:
Brad Frost
Ovation Homes
893 N. Marshall Way, #A
Layton City, Ut. 84041
PH: (801) 564-3898

Blue Stakes Location Center
Call: Toll Free
1-800-662-4111
Two Working Days Before You Dig

Reeve & Associates, Inc.
TEL: (801) 621-3100 920 CHAMBERS STREET, SUITE 14 OGDEN, UTAH 84403
FAX: (801) 621-2666 E-MAIL: mail@reeveassociates.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION
10-1-14 ST	Storm Drain
10-14-14 RH	City Comments

Trailside Park Subdivision
Phase 8
SYRACUSE CITY, DAVIS COUNTY, UTAH

Cover/Index Sheet

Revised 10-14-14

REGISTERED PROFESSIONAL ENGINEER
375328
J. NATE REEVE
STATE OF UTAH

Project Info.
Engineer: J. NATE REEVE, P.E.
Drafter: R. HANSEN
Begin Date: JULY 21, 2014
Name: TRAILSIDE PARK SUBDIVISION PHASE 8
Number: 5061-A41

Sheet 1 / 12 Sheets

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Engineer Final Plan Review – Trailside Park Subdivision Phase 8
2925 South Street & Trailside Drive

Completed by Brian Bloemen on October 15, 2014

Below are the engineering comments for the final plan review of Trailside Park Subdivision Phase 8.

Plat:

1. Show address on the plat.

Plans:

1. Move SSMH1 to station 14+50 for access without getting into the detention basin.
2. Show a detail how the subdivision boundary ties into the adjacent property.
3. The storm drain main must be piped though the detention basin. There is no control structure with an orifice plate shown.
4. Any sewer mains requiring fill must be placed on imported rock.
5. Move CB4 east so it does not conflict with ADA ramp.
6. Move water valves onto the tee at the intersections.

If you have any further comments or questions please feel free to contact me at 801-825-7235.

Sincerely,

Robert Whiteley
Public Works Director

TRAILSIDE PARK SUBDIVISION PHASE 8

PART OF THE NORTHWEST QUARTER OF SECTION 22, T.4N., R.2W., S.L.B.&M., U.S. SURVEY
SYRACUSE CITY, DAVIS COUNTY, UTAH
AUGUST, 2014

VICINITY MAP
SCALE: NONE

LEGEND

- = FOUND SECTION CORNER
- = SET STREET MONUMENT
- P.O.B. = POINT OF BEGINNING
- P.U.E. = PUBLIC UTILITY EASEMENT
- = BOUNDARY LINE
- = RIGHT-OF-WAY LINE
- = ADJOINING PROPERTY
- = PUBLIC UTILITY EASEMENT
- = ROAD CENTERLINE
- = SECTION TIE LINE

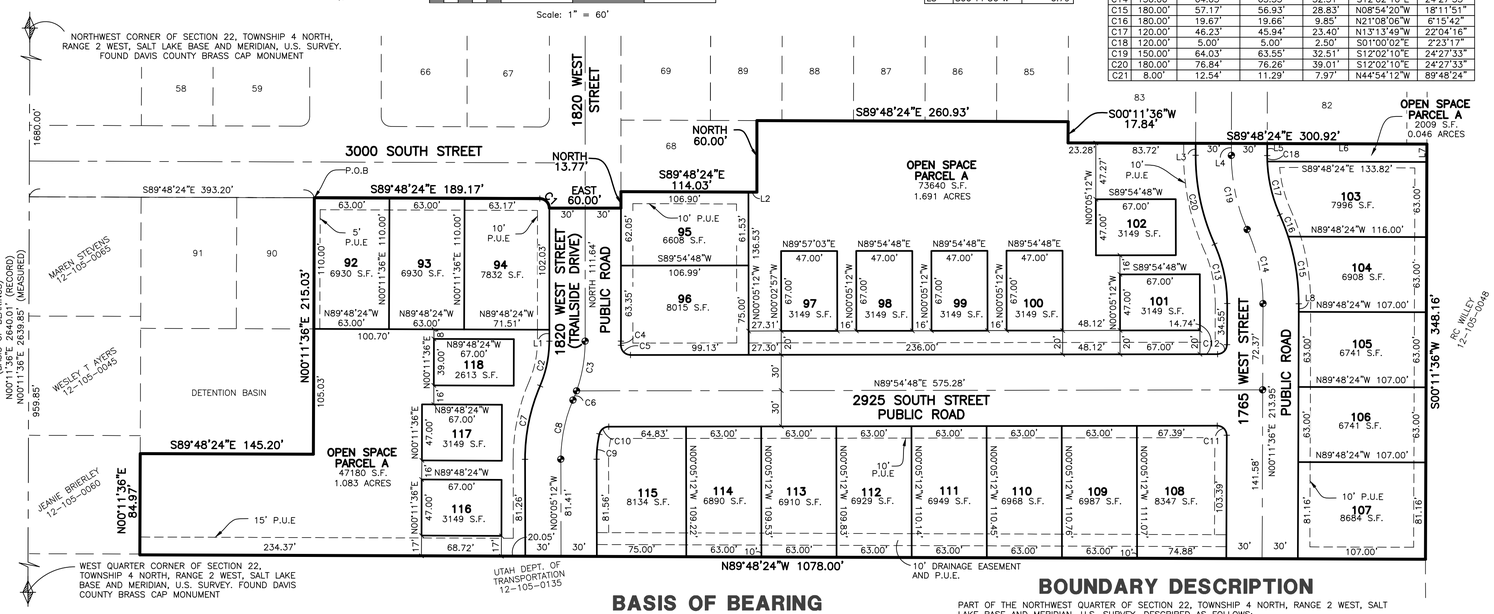
60 0 60 120 180
Scale: 1" = 60'

LINE TABLE

LINE	BEARING	DISTANCE
L1	SOUTH	9.60'
L2	N89°48'24"W	7.13'
L3	N00°11'36"E	10.00'
L4	N00°11'36"E	10.00'
L5	N00°11'36"E	10.00'
L6	S89°48'24"E	133.92'
L7	N00°11'36"E	15.00'
L8	S00°11'36"W	6.79'

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	8.00'	12.54'	11.29'	7.97'	S44°54'12"E	89°48'24"
C2	95.00'	38.61'	38.35'	19.58'	N11°38'36"E	23°17'12"
C3	125.00'	42.52'	42.32'	21.47'	N09°44'43"E	19°29'25"
C4	155.00'	3.46'	3.46'	1.73'	S00°38'22"W	1°16'44"
C5	8.00'	12.76'	11.45'	8.19'	N44°24'14"W	91°21'56"
C6	125.00'	8.28'	8.28'	4.14'	S21°23'19"W	3°47'46"
C7	155.00'	63.23'	62.79'	32.06'	N11°36'00"E	23°22'23"
C8	125.00'	50.99'	50.64'	25.86'	N11°36'00"E	23°22'23"
C9	95.00'	21.25'	21.20'	10.67'	N06°19'13"E	12°48'50"
C10	8.00'	10.78'	9.98'	6.38'	N51°19'13"E	77°11'10"
C11	8.00'	12.61'	11.34'	8.04'	S44°56'48"E	90°16'48"
C12	8.00'	12.53'	11.29'	7.96'	S45°03'12"W	89°43'12"
C13	120.00'	51.23'	50.84'	26.01'	S12°02'10"E	24°27'33"
C14	150.00'	64.03'	63.55'	32.51'	S12°02'10"E	24°27'33"
C15	180.00'	57.17'	56.93'	28.83'	N08°54'20"W	18°11'51"
C16	180.00'	19.67'	19.66'	9.85'	N21°08'06"W	6°15'42"
C17	120.00'	46.23'	45.94'	23.40'	N13°13'49"W	22°04'16"
C18	120.00'	5.00'	5.00'	2.50'	S01°00'02"E	2°23'17"
C19	150.00'	64.03'	63.55'	32.51'	S12°02'10"E	24°27'33"
C20	180.00'	76.84'	76.26'	39.01'	S12°02'10"E	24°27'33"
C21	8.00'	12.54'	11.29'	7.97'	N44°54'12"W	89°48'24"



BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN DAVIS COUNTY BRASS CAP MONUMENTS FOUND AT THE WEST QUARTER CORNER AND THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS N00°11'36"E.

NARRATIVE

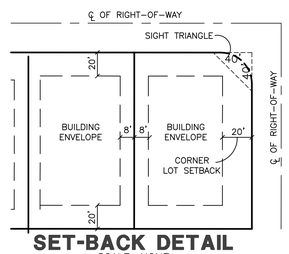
THE PURPOSE OF THIS PLAT IS TO DETERMINE THE BOUNDARY OF THE BELOW DESCRIBED PROPERTY. ALL BOUNDARY AND LOT CORNERS WERE SET WITH A ⅝" X 24" REBAR AND CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG AT THE EXTENSION OF THE SIDE LOT LINES AT TOP BACK OF CURB.

BOUNDARY DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHEAST CORNER OF LOT 90 OF TRAILSIDE PARK SUBDIVISION PHASE 7, SAID POINT BEING N00°11'36"E ALONG THE SECTION LINE 959.85 FEET AND S89°48'24"E 393.20 FEET FROM THE WEST QUARTER OF SAID SECTION 22 AND RUNNING THENCE ALONG THE SOUTHERLY BOUNDARY OF TRAILSIDE PARK PHASE 6 AND 7 THE FOLLOWING (9) NICE COURSES: (1) S89°48'24"E 189.17 FEET TO A POINT ON A 8 FOOT RADIUS CURVE TO THE RIGHT, (2) ALONG SAID CURVE 12.54 FEET (CHORD BEARING OF S44°54'12"E 11.29 FEET), (3) EAST 60.00 FEET, (4) NORTH 13.77 FEET, (5) S89°48'24"E 114.03 FEET, (6) NORTH 60.00 FEET, (7) S89°48'24"E 260.93 FEET, (8) S00°11'36"W 17.84 FEET AND (9) S89°48'24"E 300.92 FEET; THENCE S00°11'36"W 348.16 FEET; THENCE N89°48'24"W 1078.00 FEET; THENCE N00°11'36"E 84.97 FEET; THENCE S89°48'24"E 145.20 FEET; THENCE N00°11'36"E 215.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 324,082 SQUARE FEET OR 7.440 ACRES



SET-BACK DETAIL
SCALE: NONE

SURVEYOR'S CERTIFICATE

I, ROBERT D. KUNZ, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF TRAILSIDE PARK SUBDIVISION PHASE 8 IN SYRACUSE CITY, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF SYRACUSE CITY, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20___.

REGISTERED LAND SURVEYOR 150228-2201 ROBERT D. KUNZ STATE OF UTAH

150228
UTAH LICENSE NUMBER — ROBERT D. KUNZ

OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT TRAILSIDE PARK SUBDIVISION PHASE 8, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS OPEN SPACE, PUBLIC UTILITY, STORM WATER DETENTION PONDS, DRAINAGE EASEMENTS AND CANAL MAINTENANCE EASEMENT, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS, PLANTING OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS AND DO HEREBY DEDICATE PARCELS A, B & C TO THE HOME OWNERS ASSOCIATION, TO BE OWNED AND MAINTAINED BY SAID HOME OWNERS ASSOCIATION.

SIGNED THIS _____ DAY OF _____, 20___.

_____ _____

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20___, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES — NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20___, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES — NOTARY PUBLIC

ROCKY MOUNTAIN POWER

APPROVED THIS _____ DAY OF _____, 20___, BY ROCKY MOUNTAIN POWER.

ROCKY MOUNTAIN POWER

QUESTAR

APPROVED THIS _____ DAY OF _____, 20___, BY QUESTAR.

QUESTAR

CENTURYLINK

APPROVED THIS _____ DAY OF _____, 20___, BY CENTURYLINK.

CENTURYLINK

PROJECT INFORMATION

Surveyor: C ANDERSON	Project Name: TRAILSIDE PARK SUBD. PHS. 8
Designer: E. ROCHE	Number: 5061-A41
	Scale: 1"=60'
Begin Date: 08-04-14	Revision:
	Checked:

DAVIS COUNTY RECORDER

ENTRY NO._____ FEE PAID _____ FILED FOR RECORD AND RECORDED, _____ AT _____ IN BOOK _____ OF THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR:

DAVIS COUNTY RECORDER
DEPUTY.

SYRACUSE CITY ATTORNEY

APPROVED THIS _____ DAY OF _____, 20___, BY THE SYRACUSE CITY ATTORNEY.

SYRACUSE CITY ATTORNEY

SYRACUSE CITY PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, 20___, BY THE SYRACUSE CITY PLANNING COMMISSION.

CHAIRMAN, SYRACUSE CITY PLANNING COMMISSION

SYRACUSE CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

SYRACUSE CITY ENGINEER — DATE

SYRACUSE CITY COUNCIL

PRESENTED TO THE SYRACUSE CITY COUNCIL THIS THE _____ DAY OF _____, 20___, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

SYRACUSE CITY MAYOR — ATTEST: _____ CITY RECORDER

Reeve & Associates, Inc.
4155 S. HARRISON BLVD., SUITE 310, OGDEN, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

TO: Community Development, Attention: Jenny Schow
FROM: Jo Hamblin, Fire Marshal
RE: Trailside Park phase 8 final

DATE: September 30, 2014

I have reviewed the plans submitted for the above referenced project. The Fire Prevention Division of this department has the following comments/concerns.

1. Fire hydrants and access roads shall be installed prior to construction of any buildings. All hydrants shall be placed with the 4 ½" connection facing the point of access for Fire Department Apparatus and have a minimum three foot clearence from any obstruction. Provide written assurance that this will be met.

2. Prior to beginning construction of any buildings, a fire flow test of the new hydrants shall be conducted to verify the actual fire flow for this project. The Fire Prevention Division of this department shall witness this test and shall be notified a minimum of 48 hours prior to the test.

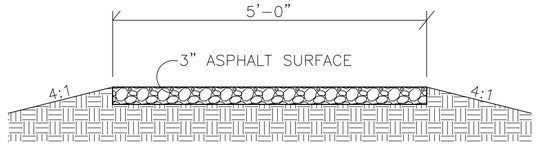
These plans have been reviewed for Fire Department requirements only. Other departments must review these plans and will have their requirements. At this time the Fire Department has no concerns with the plans. This review by the Fire Department must not be construed as final approval from Syracuse City.

Sincerely,

Jo Hamblin
Deputy Chief/ Fire Marshal
Syracuse City Fire Department

1869 South 3000 West, Syracuse, Utah 84075
801-614-9614 (Station)
801-776-1976 (Fax)

Reeve & Associates, Inc. - Solutions You Can Build On



Pathway Detail

Scale: None

Plant Table

TREES

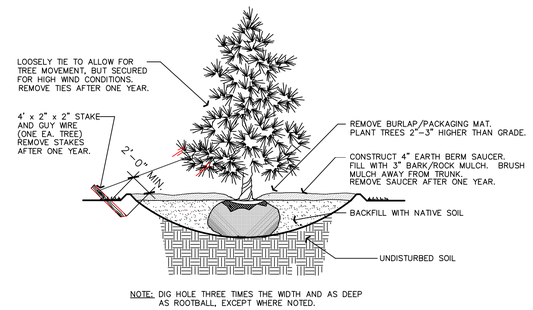
Quantity	Symbol	Scientific Name	Common Name	Planting Size
9		Acer freemanii 'Jeffersred'	Autumn Blaze Maple	2" cal.
9		Gleditsia tria. iner. 'Imperial'	Imperial Honeylocust	2" cal.
37		Malus 'Spring Snow'	Spring Snow Crabapple	2" cal.
4		Picea pungens	Blue Spruce	8'-12' B&B
42		Prunus cerasifera 'Thundercloud'	Thundercloud Flowering Plum	2" cal.

Turf Grass – To be sodded.

NOTE: Per ordinance 10-6-080, Buffer Table A, a 5' landscape buffer with 6' non-climbable vinyl fence and trees spaced 100' o.c. minimum, is provided along the East and South property boundaries.

NOTE: Vary heights of evergreen trees for a natural look.

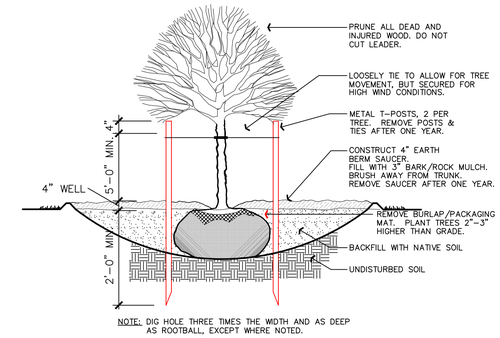
NOTE: Irrigation shall be designed by owner's licensed landscape contractor.



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

CONIFEROUS TREE PLANTING

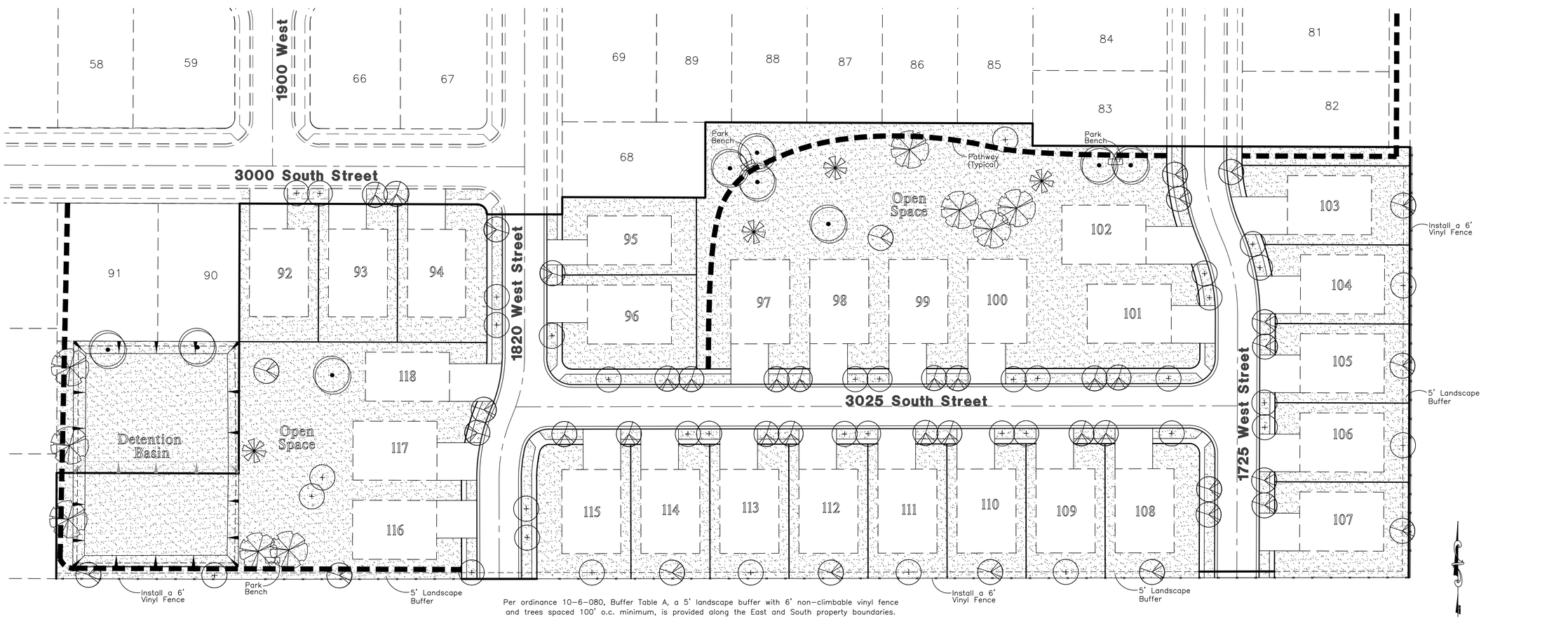
SCALE: NOT TO SCALE



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

DECIDUOUS TREE PLANTING

SCALE: NOT TO SCALE



Per ordinance 10-6-080, Buffer Table A, a 5' landscape buffer with 6' non-climbable vinyl fence and trees spaced 100' o.c. minimum, is provided along the East and South property boundaries.

Reeve & Associates, Inc.
920 CHAMBERS STREET, SUITE #14, OGDEN, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2666 http://www.reeveassociates.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION

Trailside Park Subdivision Phase 8

SYRACUSE CITY, DAVIS COUNTY, UTAH

Landscape Plan

LICENSED LANDSCAPE ARCHITECT
4987018
DEBRA ELLEN REYNOLDS
STATE OF UTAH

Project Info.

Engineer: J. NATE REEVE, P.E.

Drafter: R. HANSEN

Begin Date: JULY 21, 2014

Name: TRAILSIDE PARK SUBDIVISION PHASE 8

Number: 5061-A41

Sheet 12 of 13 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 920 CHAMBERS STREET, SUITE #14, OGDEN, UTAH 84403, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Reeve & Associates, Inc. - Solutions You Can Build On

COUNCIL AGENDA

November 19th, 2014

Agenda Item **"d"** Public Hearing – Proposed resolution R14-38 adjusting the Syracuse City budget for the fiscal year ending June 30, 2015.

Factual Summation

- Any questions about this agenda item may be directed at Finance Director Stephen Marshall. Please reference attached resolution R14-38 and the PDF budget opening document. Also, a PowerPoint presentation will be submitted to the City Council dropbox separately when we have a chance to finalize our fund balance presentation and review the fund balance for FY2014. We hope to have it no later than Monday afternoon.

- I have closed the books for FY2014 and am currently waiting on our financial auditors to complete their audit. Our unrestricted fund balance in the general fund at June 30, 2014 increased to $2,372,821 or approximately 24.63% of FY2014 final revenues of $9,632,159.62. State Code requires that our fund balance be between 5-25%. With the adoption of our fund balance policy, our target rainy day reserve should be 16.7%. There is potential to use up to 7.93% (24.63% - 16.7%) of fund balance on one-time expenses in the City. This translates into a maximum of $763,830.26 that is available for one-time expenses. Please refer to the Power Point presentation for further review and analysis.

- I am also recommending several items in this budget opening for your consideration. These include:

    - Recognition and proper accounting of RDA tax increment.
    - Sales tax continues to increase at a rate of 6.1%. I have only increased it by 1.6% or $50,000 to cover increased expenses.
    - Changing how overtime reimbursement is tracked. Previously it was credited to an expense account in the police department (10-53-09). It is now going to be credited to federal, state, or miscellaneous revenues.

- We had 6 different trust accounts for Youth Council, Youth Court, Arts Council, Senior Programs, Heritage Days, and Special Events that we tracked revenues and expenses together. I am breaking these out into separate revenue and expense accounts. The net change is 0.
- Car accident reimbursement (police vehicle hit a deer) in the amount of $4,740.00
- Records management software and Iworqs software are recommended at a cost of $17,000 and $6,775 respectively.
- Minor changes to benefits for parks & recreation and storm fund for employee elections.
- Changes to park impact fee expenses related to adding a Centennial Park bathroom and removing Bluff Ridge park playground and bowery. **See detail in packet.**
- Street Light participation for both revenues and expenses are increased. Net change is 0.
- Depreciation expense in all the impact funds was moved to the corresponding utility operating fund. Net overall change is zero.
- Bond Refinance proceeds and expenses are included. Net change is zero.
- Sewer Fund has added depreciation expense due to auditor's recommending to the City to add $6,500,000 in sewer assets.
- Capital Projects Fund expenses were changed to include an ambulance and removing breathing apparatus equipment. **See detail in packet.**

Recommendation:

I recommend adopting proposed resolution R14-38 adjusting the Syracuse City budget for the fiscal year ending June 30, 2015.

COUNCIL AGENDA

November 19th, 2014

Agenda Item **6** Public Hearing – Proposed resolution R14-38 adjusting the Syracuse City budget for the fiscal year ending June 30, 2015.

Factual Summation

- Any questions about this agenda item may be directed at Finance Director Stephen Marshall. Please reference attached capital project expense listing and complete project summary.

- This write up is supplementary to the main budget opening discussion. We have had two additional projects that have come up that administration would recommend to the council for approval. These include Smedley Acres phase II and 3000 West 700 South to the City boundary.

    - Smedley Acres – We recently received grant funding from the county to complete phase II of Smedley Acres. This project is estimated at approximately $360,000 in which all will be grant funded with the exception of $73,000 for secondary water improvements.

    - 3000 West project – We have received funding from Wasatch front regional council for the road along 3000 west. We are recommending replacing culinary and secondary water lines north of 700 South with this project. Since we are resurfacing the road, we would like to replace the lines underneath. The total project cost would be $660,000.

- I have also placed in this packet a complete capital projects listing with the two projects listing in green. At the bottom it shows the projected ending cash balance in each of the different funds. We would have enough money to complete these two projects.

Recommendation:

Approve these two projects in addition to the proposed resolution R14-38 adjusting the Syracuse City budget for the fiscal year ending June 30, 2015.

RESOLUTION R14-38

A RESOLUTION ADJUSTING THE SYRACUSE CITY BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2015.

WHEREAS, the Uniform Budgetary Procedures set forth in State Statute 10-6-128 allow for amendments and increases to individual fund budgets; and

WHEREAS, on November 19, 2014, the City Council held a public hearing to allow interested persons in attendance an opportunity to be heard for or against the proposed budgetary changes; and

WHEREAS, the City Council has determined that approval of the budgetary amendments will promote the orderly operation of the City;

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF SYRACUSE DAVIS COUNTY, STATE OF UTAH, AS FOLLOWS:

SECTION 1: Amendments. The following adjustments to the Syracuse City Budget are hereby made for the Fiscal Year 2015 operating budget.

- See attachment "A"

SECTION 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

SECTION 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 19th DAY OF NOVEMBER, 2014.

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, City Recorder Terry Palmer, Mayor

Syracuse City
FY2015 November Budget Adjustments

	Original Budget	Amended Budget	Increase / (Decrease)
General Fund:			
REVENUE ADJUSTMENTS:			
Property Taxes	1,705,000.00	1,759,600.00	54,600.00
(RDA tax recognition in general fund with transfer to RDA Fund - Syracuse Portion)			
Sales Taxes	3,150,000.00	3,200,000.00	50,000.00
Federal Grants	14,000.00	29,000.00	15,000.00
(OT Reimbursement)			
State Grants	24,800.00	39,800.00	15,000.00
(OT Reimbursement)			
Misc Police Grants	7,200.00	21,700.00	14,500.00
(OT Reimbursement)			
Heritage Days Revenues	10,000.00	25,000.00	15,000.00
Special Event Revenues	-	15,000.00	15,000.00
Youth Court Revenues	-	1,500.00	1,500.00
Arts Council Revenues	-	20,000.00	20,000.00
Senior Program Revenues	-	1,500.00	1,500.00
Sundry Revenues	10,000.00	14,740.00	4,740.00
(Insurance reimbursement for accident)			
			206,840.00
EXPENDITURE ADJUSTMENTS:			
Justice Court:			
Salary & Benefits	188,752.00	176,917.00	(11,835.00)
(Transfer P/T position to Administration budget)			
Youth Court	-	1,500.00	1,500.00
Administration:			
Salary & Benefits	677,294.00	698,478.00	21,184.00
(Transfer P/T position from Justice Court budget & Finance Director raise)			
Capital Outlay	-	17,000.00	17,000.00
(Records Management Software)			
Economic Development Department:			
Equipment, Supplies, & Maintenance	1,000.00	7,775.00	6,775.00
(Iworq's Buiding permit and subdivision system)			
Police Department:			
OT Reimbursement	(44,500.00)	-	44,500.00
Vehicle Maintenance	85,000.00	89,740.00	4,740.00
Parks & Recreation			
Salary & Benefits	680,966.00	687,881.00	6,915.00
(Employee Benefit Elections or Changes)			
Heritage Days	-	35,000.00	35,000.00
Special Events	19,500.00	24,500.00	5,000.00
Arts Council	-	20,000.00	20,000.00
Senior Programs	-	1,500.00	1,500.00

Transfers to Other Funds	-	54,600.00	54,600.00
(RDA tax recognition in general fund with transfer to RDA Fund - Syracuse Portio			206,879.00

	Revenue	Expenses	
General Fund net change	206,840.00	206,879.00	(39.00)
Beginning fund deficit			-
Overall fund deficit to come from fund balance			(39.00)

Park, Trails, & Recreation Impact Fee Fund

EXPENDITURE ADJUSTMENTS:

Professional & Technical	-	50,000.00	50,000.00
(Move parks master plan from capital projects to here)			
Capital Outlay - Park Development	170,025.00	220,025.00	50,000.00
(Add restrooms at centennial, remove bluff ridge impr.)			100,000.00

	Revenue	Expenses	
PTR impact net change	-	100,000.00	(100,000.00)
Beginning fund overage			347,465.00
Overall Change			247,465.00

Estimated Ending Fund Balance $2,434,858

Street Lights Fund

REVENUE ADJUSTMENTS:

Street Light Participation	26,500.00	75,000.00	48,500.00
(Money contributed by developers for new street lights)			48,500.00

EXPENDITURE ADJUSTMENTS:

Street Light Installation	35,000.00	83,500.00	48,500.00
			48,500.00

	Revenue	Expenses	
Street Lights net change	48,500.00	48,500.00	-
Beginning fund overage			-
Overall Change			-

Estimated Ending Fund Balance $78,350

Secondary Water Fund:

EXPENDITURE ADJUSTMENTS:

Depreciation Expense	460,000.00	470,000.00	10,000.00
(Move depr. Expense from impact funds to operating funds)			-
			10,000.00

	Revenue	Expenses	
Secondary Water Fund net change	-	10,000.00	(10,000.00)
Beginning fund shortage			(146,302.00)
Overall fund deficit to come from fund balance			(156,302.00)

Estimated Ending Cash Balance $708,170

Secondary Water Impact Fund:

EXPENDITURE ADJUSTMENTS:

Depreciation Expense	10,000.00	-	(10,000.00)
(Move depr. Expense from impact funds to operating funds)			-
			(10,000.00)

	Revenue	Expenses	
Sec. Water Impact Fund net change	-	(10,000.00)	10,000.00
Beginning fund overage			231,400.00
Overall fund deficit to come from fund balance			241,400.00

Estimated Ending Cash Balance **$415,785**

Storm Water Fund:

EXPENDITURE ADJUSTMENTS:

Salary & Benefits	199,579.00	201,781.00	2,202.00
(Employee Benefit Elections or Changes)			
Depreciation Expense	215,000.00	231,000.00	16,000.00
(Move depr. Expense from impact funds to operating funds)			
			18,202.00

	Revenue	Expenses	
Storm Water Fund net change	-	18,202.00	(18,202.00)
Beginning fund shortage			(174,719.00)
Overall fund deficit to come from fund balance			(192,921.00)

Estimated Ending Cash Balance **$283,274**

Storm Water Impact Fund:

EXPENDITURE ADJUSTMENTS:

Depreciation Expense	16,000.00	-	(16,000.00)
(Move depr. Expense from impact funds to operating funds)			-
			(16,000.00)

	Revenue	Expenses	
Storm Water Impact Fund net change	-	(16,000.00)	16,000.00
Beginning fund overage			252,300.00
Overall fund deficit to come from fund balance			268,300.00

Estimated Ending Cash Balance **$369,702**

Culinary Water Fund:

EXPENDITURE ADJUSTMENTS:

Depreciation Expense	510,000.00	532,300.00	22,300.00
(Move depr. Expense from impact funds to operating funds)			-
			22,300.00

	Revenue	Expenses	
Culinary Water Fund net change	-	22,300.00	(22,300.00)
Beginning fund Shortage			(90,145.00)
Overall fund overage contributed to fund balance			(112,445.00)

Estimated Ending Cash Balance $1,080,194

Culinary Water Impact Fund:

EXPENDITURE ADJUSTMENTS:

Depreciation Expense	22,300.00	-	(22,300.00)
(Move depr. Expense from impact funds to operating funds)			-
			(22,300.00)

	Revenue	Expenses	
Culinary Water Impact Fund net change	-	(22,300.00)	22,300.00
Beginning fund Overage			182,924.00
Overall fund overage contributed to fund balance			205,224.00

Estimated Ending Cash Balance $111,876

Sewer Fund:

EXPENDITURE ADJUSTMENTS:

Depreciation	295,000.00	511,667.00	216,667.00
(Assets added on books from audit of $6,500,000)			
			216,667.00

	Revenue	Expenses	
Sewer Fund net change	-	216,667.00	(216,667.00)
Beginning fund shortage			(61,691.00)
Overall fund deficit to come from fund balance			(278,358.00)

Estimated Ending Cash Balance $901,762

RDA Fund:

REVENUE ADJUSTMENTS:

Tax Increment	399,213.00	349,213.00	(50,000.00)
Transfer from other Funds	38,000.00	88,000.00	50,000.00
			-

	Revenue	Expenses	
RDA Fund net change	-	-	-
Beginning fund shortage			(22,732.00)
Overall fund deficit to come from fund balance			(22,732.00)

Estimated Ending Cash Balance $611,559

EDA Fund:

REVENUE ADJUSTMENTS:

Tax Increment	36,600.00	32,000.00	(4,600.00)
Transfer from other Funds	-	4,600.00	4,600.00
			-

	Revenue	Expenses	
EDA Fund net change	-	-	-
Beginning fund shortage			(3,230.00)
Overall fund deficit to come from fund balance			(3,230.00)

Estimated Ending Cash Balance **$726**

MBA Fund:

REVENUE ADJUSTMENTS:

Bond Proceeds	-	6,800,000.00	6,800,000.00
(Refinance 2006 MBA Bonds)			6,800,000.00

EXPENDITURE ADJUSTMENTS:

Bond Principal Payments	700,000.00	7,200,000.00	6,500,000.00
Bond Fees	8,010.00	308,010.00	300,000.00
Transfer from other funds			-
Use of Retained Earnings			-
(Input Error s/b retained earnings not transfer)			6,800,000.00

	Revenue	Expenses	
MBA Fund net change	6,800,000.00	6,800,000.00	-
Beginning fund shortage			
Overall fund deficit to come from fund balance			-

Estimated Ending Cash Balance **$8,096**

Capital Improvement Fund

REVENUE ADJUSTMENTS:

State Grants	240,299.00	24,000.00	(216,299.00)
(Removal of money for breathing apparatus and add funds for ambulance)			(216,299.00)

EXPENDITURE ADJUSTMENTS:

Capital Equipment	893,839.00	761,000.00	(132,839.00)
(See detail sheet attached to budget opening)			-
			(132,839.00)

	Revenue	Expenses	
CIP Fund net change	(216,299.00)	(132,839.00)	(83,460.00)
Beginning fund shortage			(15,405.00)
Overall fund deficit to come from fund balance			(98,865.00)

Estimated Ending Cash Balance **$142,705**

CAPITAL IMPROVEMENT FUND
Fiscal Year Ending June 30, 2015
Line Item Detail

	Requested	City Manager/Council Recommendation	Adopted Budget
80-40-70 Capital equipment			
Prior year budget, as modified			$ 110,000
Current estimates:			
Cemetery Mini Excavator	25,000	25,000	25,000
~~BEMS Grant (move from fire budget)~~	28,500	4,500	-
~~BEMS Grant match (move from fire budget)~~	137,341	11,341	-
~~(Request for Auto Pulse)~~			
~~DHS AFG (move from fire budget)~~	240,299	240,299	-
~~DHS AFG Grant match 10% (move from fire budget)~~	26,699	26,699	-
~~(Request for new breathing apparatus equipment)~~			
IT Vehicle - SUV	20,000	20,000	20,000
Light Replacement in Rec Center - LED	10,000	21,000	21,000
Police Vehicles	194,000	200,000	400,000
Generator installation (from building maint.)	125,000	125,000	125,000
Admin Vehicle - Car	20,000	20,000	20,000
Ambulance	150,000	-	$ 150,000
Brush Truck	130,000	-	
Cemetery Mower	16,000		
Total budget for account	$ 1,122,839	$ 693,839	$ 761,000
Amount changed from request			$ (361,839)
Increase/(decrease) from prior year modified budget	$ 1,012,839	$ 583,839	$ 651,000

IMPACT FEES
Fiscal Year Ending June 30, 2014
Line Item Detail

	Requested	City Manager/Council Recommendation	Adopted Budget
Park Development Impact Fee:			
12-40-37 Professional & Technical			
Prior year budget, as modified			
Current estimates:			
Parks Master Plan Design	0	0	50,000
Total budget for account	$ -	$ -	$ 50,000
Amount changed from request			$ 50,000
Increase/(decrease) from prior year modified budget	$ -	$ -	$ 50,000
12-40-70 Park Development			
Prior year budget, as modified			
Current estimates:			
Parks Master Plan Design	40,000	50,000	$ -
Tuscany Meadows - Playground & Picnic Shelters	35,000	35,000	$ 35,000
Bluff Ridge Park - Playground	25,000	25,000	$ -
Bluff Ridge Park - Pavilion	45,000	45,000	$ -
SR-193 Trail	$ -	$ 15,025	$ 15,025
Centennial Park Restroom w/ pump capability for splash pad		$ -	$ 170,000
Total budget for account	$ 145,000	$ 170,025	$ 220,025

1000 West Street Utility/Road Improvements
1700 South To 2700 South Probable Cost Opinion

		Culinary Water Capital		
Mobilization	1	LS	$10,000.00	$10,000.00
Traffic Control	1	LS	$5,000.00	$5,000.00
12" DR-14 C-900 Cul	4107	LF	$42.00	$172,494.00
10" DR-14 C-900 Cul	1275	LF	$35.00	$44,625.00
8" DR-14 C-900 Cul	300	LF	$26.00	$7,800.00
Fire Hydrant	10	EA	$4,200.00	$42,000.00
12" BV	4	EA	$1,700.00	$6,800.00
12" GV	1	EA	$1,700.00	$1,700.00
8" GV	12	EA	$1,300.00	$15,600.00
Existing Main Connection	14	EA	$1,300.00	$18,200.00
Fittings	30	EA	$800.00	$24,000.00
Services	61	EA	$2,000.00	$122,000.00
Sand	3579.66	TON	$15.00	$53,694.90
Rock	300	TON	$15.00	$4,500.00
	Construction Cost			$528,413.90
	5% Contigency			$26,420.70
	Total			**$554,834.60**
		Class C Roads		
Mobilization	1	LS	$10,000.00	$10,000.00
Traffic Control	1	LS	$5,000.00	$5,000.00
Soft Spot Repair	1	LS	$100,000.00	$100,000.00
ADA Ramps	12	EA	$1,500.00	$18,000.00
Collars	40	EA	$400.00	$16,000.00
3" Asphalt (2300 South)	28860	SF	$1.40	$40,404.00
4" Asphalt	225500	SF	$2.00	$451,000.00
Striping	5000	LF	$0.50	$2,500.00
	Construction Cost			$640,404.00
	5% Contigency			$32,020.20
	Total			**$672,424.20**
		Secondary Water Capital and/or Impact Fee		
Mobilization	1	LS	$10,000.00	$10,000.00
Traffic Control	1	LS	$35.00	$35.00
12" DR-14 C-900 Sec	4950	LF	$42.00	$207,900.00
10" DR-14 C-900 Sec	50	LF	$35.00	$1,750.00
8" DR-14 C-900 Sec	300	LF	$30.00	$9,000.00
12" BV	4	EA	$1,700.00	$6,800.00
12" GV	1	EA	$2,000.00	$2,000.00
8" GV	12	EA	$1,300.00	$15,600.00
Existing Main Connection	14	EA	$1,300.00	$18,200.00
Fittings	40	EA	$800.00	$32,000.00
Services	61	EA	$1,500.00	$91,500.00
Sand	3339	TON	$15.00	$50,085.00
Rock	300	TON	$15.00	$4,500.00
	Construction Cost			$449,370.00

	5% Contigency			$22,468.50
	Total			**$471,838.50**
	Land Drain Replacement			
8" SDR-35	2800	LF	$60.00	168000
Manhole	8	EA	$3,000.00	24000
Import	4704	TON	$15.00	70560
Existing Connection	5	EA	$3,000.00	15000
Services	10	EA	$1,500.00	15000
Concrete/Landscaping Repair	1	LS	$25,000.00	25000
	Construction Cost			$317,560.00
	5% Contigency			$15,878.00
	Total			**$333,438.00**
	GRAND TOTAL			**$2,032,535.30**

CAPITAL IMPROVEMENT APPROVED BUDGET SUMMARY FOR FISCAL YEAR 2015

Project	Class C Capital 204070	Class C Ramps 204044	Culinary 501670	Secondary 301670	Storm Drain 401670	Sewer Capital 531670	Road Impact Fee 21-40-70	Culinary Impact Fee 51-1670	Secondary Impact Fee 31-1670	Storm Drain Impact Fee 41-1670	Parks, Trails, & Rec Impact Fee 12-40-70	**Project Total**
Marilyn Acres Culinary Phase II	$20,000.00		$100,000.00									**$120,000.00**
Smedley Acres Phase I	$80,000.00		$111,000.00		$5,000.00							**$196,000.00**
3000 West Enviornmental/30% Design							$37,000.00					**$37,000.00**
Widen east half of 3000 W. from 2495 S. to 2700 S.										$128,000.00		**$128,000.00**
700 South 2500 West							$5,000.00					**$5,000.00**
2700 South Storm Drain Outfall										$100,000.00		**$100,000.00**
Sliplining						$300,000.00						**$300,000.00**
2000 West / Roundabout / Trailside Road Widening	$114,000.00			$85,000.00	$15,000.00		$95,000.00					**$309,000.00**
700 South Impr. - Ivory Development	$137,000.00		$40,000.00	$31,000.00			$300,000.00	$400,000.00				**$908,000.00**
Gentile St. - Culinary Water Line Project			$150,000.00									**$150,000.00**
2000 West Storm Drain Impact - 3600 South to Gentile										$120,000.00		**$120,000.00**
Smedley Acres Phase II	**$147,000.00**		**$135,000.00**	**$73,000.00**	**$4,500.00**							**$359,500.00**
3000 West Culinary & Secondary Lines north of 700 S.			**$251,000.00**	**$410,000.00**								**$661,000.00**
3000 West - 1200 South to 700 South (WFRC Funding)			$400,000.00	$0.00			$3,699,000.00		$200,000.00			**$4,299,000.00**
Lakeview Farms -1000 S. between 3000 W. to 3500 W.										$400,000.00		**$400,000.00**
Bluff Ridge Drive - 1800 S. to 1850 S.	$40,000.00											**$40,000.00**
1475 West Improvement Project (2400 S. to 2700 S.)	$225,000.00											**$225,000.00**
1000 West (SR-193 to RR Crossing)	$50,000.00											**$50,000.00**
Surface Treatments throughout city	$225,000.00											**$225,000.00**
ADA Sidewalk Ramp Installation		$20,000.00										**$20,000.00**
Abandon 4" main, Rollover services - 1000 West			$60,000.00									**$60,000.00**
Parks Master Plan Design											$50,000.00	**$50,000.00**
Tuscany Meadows - Playground & Picnic Shelters											$25,000.00	**$25,000.00**
SR-193 Trail Installation											$15,250.00	**$15,250.00**
Bluff Ridge Park - Playground											$35,000.00	**$35,000.00**
Bluff Ridge Park - Pavilion											$45,000.00	**$45,000.00**
FY2015	**$1,038,000.00**	**$20,000.00**	**$1,247,000.00**	**$599,000.00**	**$24,500.00**	**$300,000.00**	**$4,136,000.00**	**$400,000.00**	**$200,000.00**	**$748,000.00**	**$170,250.00**	**$8,882,750.00**

Beginning Cash Balance	$1,145,134.00	$ 20,000.00	$1,521,339.00	$ 510,169.79	$ 265,274.00	$ 968,453.00	$ 916,268.00	$ 561,852.00	$ 665,785.00	$ 1,167,702.00	$ 2,898,596.00
Non Cash Depreciation Expense	$ -	$ -	$419,855.00	$ 314,000.00	$ 38,000.00	$ 233,309.00	$ -	$ -	$ -	$ -	$ -
Reimbursements	$147,000.00	$ -	$135,000.00	$ -	$ 4,500.00	$ -	$ 3,300,150.00	$ -	$ -	$ -	$ -
Cash Available	$1,292,134.00	$20,000.00	$2,076,194.00	$824,169.79	$307,774.00	$1,201,762.00	$4,216,418.00	$561,852.00	$665,785.00	$1,167,702.00	$2,898,596.00
Capital Projects	$1,038,000.00	$20,000.00	$1,247,000.00	$599,000.00	$24,500.00	$300,000.00	$4,136,000.00	$400,000.00	$200,000.00	$748,000.00	$170,250.00
Cash Balance Ending	$254,134.00	$0.00	$829,194.00	$225,169.79	$283,274.00	$901,762.00	$80,418.00	$161,852.00	$465,785.00	$419,702.00	$2,728,346.00

SMEDLEY ACRES CULINARY WATERLINE PROJECT PHASE II PROBABLE COST OPINION													
2250 South From 2000 West To 1800 West													
PROJECT QUANTITIES								Probable Cost Opinion					
Item No.	Description	Unit	Culinary Water Quantity	Storm Drain Quantity	Class C Quantity	Secondary Water	Total Project Quantity	Unit Price	Culinary Water Quantity	Storm Drain Quantity	Class C Quantity	Secondary Water	
1	Mobilization, Demobilization & SWPP	LS	0.60	0.10	0.30	0.00	1	$ 10,000.00	$6,000.00	$1,000.00	$3,000.00	$0.00	
2	Traffic Control	LS	0.60	0.10	0.30	0.00	1	$5,000.00	$3,000.00	$500.00	$1,500.00	$0.00	
3	Saw Cut Asphalt (Full Depth)	LF	0	0	100	0	100	$2.00	$0.00	$0.00	$200.00	$0.00	
4	8" DR-14 C-900 PVC	LF	1200	0	0	1000	1200	$23.00	$27,600.00	$0.00	$0.00	$23,000.00	
5	6" DR-14 C-900 PVC	LF	30	0	0	0	30	$23.00	$690.00	$0.00	$0.00	$0.00	
6	Hot Tap Existing 10" Main	EA	1	0	0	0	1	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	
7	10" FLxMJ Gate Valve	EA	1	0	0	0	1	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	
8	8" FLxMJ Gate Valve	EA	3	0	0	4	3	$1,200.00	$3,600.00	$0.00	$0.00	$4,800.00	
9	6" FLxMJ Gate Valve	EA	1	0	0	0	1	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	
10	8" DI FLxMJ Tee	EA	1	0	0	4	1	$600.00	$600.00	$0.00	$0.00	$2,400.00	
11	8"x6" DI FLxMJ Tee	EA	1	0	0	0	1	$600.00	$600.00	$0.00	$0.00	$0.00	
12	Cap Existing Main (All Types & Sizes)	EA	10	0	0	0	10	$500.00	$5,000.00	$0.00	$0.00	$0.00	
13	New Fire Hydrant Assembly	EA	2	0	0	0	2	$5,000.00	$10,000.00	$0.00	$0.00	$0.00	
14	Remove Existing Fire Hydrant	EA	2	0	0	0	2	$500.00	$1,000.00	$0.00	$0.00	$0.00	
15	Apartment Service	EA	1	0	0	0	1	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	
16	3/4" Culinary Water Service	EA	10	0	0	10	10	$1,000.00	$10,000.00	$0.00	$0.00	$10,000.00	
17	3/4" Copper Service Line	LF	300	0	0	300	300	$15.00	$4,500.00	$0.00	$0.00	$4,500.00	
18	Connect To Existing 8" Main	EA	2	0	0	1	2	$2,000.00	$4,000.00	$0.00	$0.00	$2,000.00	
19	Connect To Existing 4" Main	EA	1	0	0	1	1	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	
20	Adjust Manhole To Grade & Install Concrete Collar	EA	0	0	3	0	3	$500.00	$0.00	$0.00	$1,500.00	$0.00	
21	Remove Existing Concrete	LS	0	0	1	0	1	$5,000.00	$0.00	$0.00	$5,000.00	$0.00	
22	6" Thick Concrete	SF	0	0	6575	0	6575	$2.75	$0.00	$0.00	$18,081.25	$0.00	
23	3' Wide Valley Gutter	LF	0	0	340	0	340	$15.00	$0.00	$0.00	$5,100.00	$0.00	
24	30" Raised Back Curb & Gutter	LF	0	0	575	0	575	$13.00	$0.00	$0.00	$7,475.00	$0.00	
25	24" Curb & Gutter	LF	0	0	200	0	200	$15.00	$0.00	$0.00	$3,000.00	$0.00	
26	Approach	EA	0	0	5	0	5	$1,000.00	$0.00	$0.00	$5,000.00	$0.00	
27	ADA Ramp	EA	0	0	5	0	5	$2,500.00	$0.00	$0.00	$12,500.00	$0.00	
28	Tree Removal	LS	0	0	1	0	1	$10,000.00	$0.00	$0.00	$10,000.00	$0.00	
29	Landscaping Repair	LS	0	0	1	0	1	$5,000.00	$0.00	$0.00	$5,000.00	$0.00	
30	Remove Existing Catch Basin & Install New Catch Basin	EA	0	1	0	0	1	$2,500.00	$0.00	$2,500.00	$0.00	$0.00	
31	Type A1 Foundation Material	TON	100	0	0	100	100	$15.00	$1,500.00	$0.00	$0.00	$1,500.00	
32	Bedding Material	TON	1008	0	0	607.5	1008	$15.00	$15,120.00	$0.00	$0.00	$9,112.50	
33	Type A2 Agg. Base Material	TON	224	0	200	202.5	424	$15.00	$3,360.00	$0.00	$3,000.00	$3,037.50	
34	Striping	LS	0	0	1	0	1	$2,000.00	$0.00	$0.00	$2,000.00	$0.00	
35	High Density Mineral Bond Seal	SF	1540	0	28938	0	30478	$0.17	$261.80	$0.00	$4,919.46	$0.00	
36	3" Bituminous Asphalt	SF	9600	0	28938	2500	38538	$1.60	$15,360.00	$0.00	$46,300.80	$4,000.00	
							Subtotal		$122,691.80	$4,000.00	$133,576.51	$65,850.00	$326,118.31
							10% Contigency		$12,269.18	$400.00	$13,357.65	$6,585.00	$32,611.83
							Probable Cost Opinion		$134,960.98	$4,400.00	$146,934.16	$72,435.00	$358,730.14

Public Works applied for 2014-2015 CDBG grant and was awarded a grant in ther amount of $286,295.00 for this project.

3000 WEST STREET CULINARY & SECONDARY WATERLINE PROJECT									
3000 West From 700 South To 200 South									
PROJECT QUANTITIES									
Item No.	Description	Unit	Quantity	Unit Price	Extended Price	Secondary Capital		Culinary Capital	
1	Mobilization, Demobilization & SWPP	LS	1	$15,000.00	$15,000.00	0.60	$9,000.00	0.40	$6,000.00
2	Traffic Control	LS	1	$15,000.00	$15,000.00	0.60	$9,000.00	0.40	$6,000.00
3	Saw Cut Asphalt (Full Depth)	LF	14400	$1.00	$14,400.00	10000	$10,000.00	4400	$4,400.00
4	12" DR-14 C-900 PVC(Blue Pipe)	LF	50	$35.00	$1,750.00		$0.00	50	$1,750.00
5	8" DR-14 C-900 PVC(Blue Pipe)	LF	50	$34.00	$1,700.00		$0.00	50	$1,700.00
6	8" DR-14 C-900 PVC(Purple Pipe)	LF	2800	$41.00	$114,800.00	2800	$114,800.00		$0.00
7	12"x8" DI FL Tee	EA	1	$1,800.00	$1,800.00		$0.00	1	$1,800.00
8	8" DI FL Tee	EA	2	$1,500.00	$3,000.00	2	$3,000.00		$0.00
9	12" MJxFL Butterfly Valve	EA	2	$1,800.00	$3,600.00		$0.00	2	$3,600.00
10	8" MJxFL Gate Valve	EA	4	$1,400.00	$5,600.00	3	$4,200.00	1	$1,400.00
11	8" MJ Gate Valve	EA	2	$1,400.00	$2,800.00	2	$2,800.00		$0.00
12	8"x3" DI MJ Reducer	EA	2	$1,200.00	$2,400.00	2	$2,400.00		$0.00
13	8" DI MJ 45° Bend	EA	2	$1,100.00	$2,200.00	2	$2,200.00		$0.00
14	Remove & Salvage Existing Fire Hydrant	EA	6	$300.00	$1,800.00		$0.00	6	$1,800.00
15	New Fire Hydrant Assembly On 12" Main	EA	6	$4,500.00	$27,000.00		$0.00	6	$27,000.00
16	Connect To Existing 12" Main	EA	2	$2,000.00	$4,000.00		$0.00	2	$4,000.00
17	Connect To Existing 8" Main	EA	4	$1,800.00	$7,200.00	4	$7,200.00		$0.00
18	Connect To Existing 6" Main	EA	1	$1,000.00	$1,000.00		$0.00	1	$1,000.00
19	3/4" Culinary Water Service Connection on 12" Main	EA	40	$1,500.00	$60,000.00		$0.00	40	$60,000.00
20	1" Secondary Service	EA	40	$1,200.00	$48,000.00	40	$48,000.00		$0.00
21	3/4" Copper Service Line	LF	2200	$24.00	$52,800.00		$0.00	2200	$52,800.00
22	1" Poly	LF	2200	$15.00	$33,000.00	2200	$33,000.00		$0.00
23	Air Vac	EA	2	$5,000.00	$10,000.00	1	$5,000.00	1	$5,000.00
24	Type A1 Foundation Material	TON	300	$18.00	$5,400.00	100	$1,800.00	200	$3,600.00
25	Bedding Material	TON	5832	$15.00	$87,480.00	4050	$60,750.00	1782	$26,730.00
26	Type A2 Agg. Base Material	TON	1475	$15.00	$22,117.50	1012.5	$15,187.50	462	$6,930.00
27	4” Bituminous Asphalt (1000 West Street)	SF	28800	$4.00	$115,200.00	20000	$80,000.00	8800	$35,200.00
					$659,047.50		$408,337.50		$250,710.00

Fund Balance Presentation

November 19, 2014

FACTS

- Per Utah Code section 10-6-116 sections 2 & 4, the general fund balance is required to be between 5 – 25% of the final revenues for that fiscal year.
- General Fund balance at June 30, 2014 = $2,372,821. The FY2014 final revenues = $9,632,160. Fund balance = 24.63%.

FACTS

- FY2014 General Fund balance increased $544,588 over FY2013 balance.

- Adopted Fund Balance Policy requires a minimum of 16.7% of the general fund annual budgeted revenue.

HISTORICAL FACTS

- **<u>Fund balance over last 6 years</u>**:
  - FY2009 = $285,445 or approximately 5%
  - FY2010 = $625,253 or approximately 10%
  - FY2011 = $1,017,689 or 14.49%
  - FY2012 = $1,454,387 or 17.26%
  - FY2013 = $1,828,234 or 19.30%
  - FY 2014 = $2,372,821 or 24.63%

Fund Balance Policy

- Min. fund balance acts as a rainy day fund.
- Amount in excess of 16.7% shall be used for capital improvements (i.e. streets, parks, etc), capital purchases (i.e. vehicles, equipment, etc), debt reduction, or other one-time expenditures.
- City Manager to recommend use of excess.

General Fund Balance

General Fund Balance Calculation		
FY2014 Final Revenues	$ 9,632,160.00	
Fund Balance @ 6/30/2014	$ 2,372,821.00	24.63%
Target Fund Balance @ 16.7%	$ 1,608,571.00	16.7%
Excess to be used	$ 764,250.00	

FY2015 Budget

- Started with a balance budget.
- No use of fund balance.
- Sales tax revenues projected at a 3.9% increase. Seen increase of 6.1% through first two months.
- Conservative estimates on revenues & liberal on expenses.

ADMINISTRATION PHILOSOPHY

- Philosophy of budgeting conservatively on revenues and liberal on expenses has resulted in an increased fund balance over last 5 years.
- Invest in City infrastructure & systems to improve city services and develop community.
- Credit to Departments for spending conservatively and finding ways to cut costs (i.e. operating more efficiently).

Menu Options

Options for Funding:	
3- Yr Projected Needs for Vehicles	$ (330k – 600k)
- Pub Works, Fire, Police, P&R	
Regional Park	$ (7 million)
1000 West Road/Utility Project (2700 S to Antelope Dr.)	$ (1-2 million)
Road Repair, Crack Seal, Surface Treatments	$ (500k – 1M)
Bldg Bond	$ (6.2 Million)
Jensen Park Bond	$ (850k)

COUNCIL AGENDA

November 19, 2014

Agenda Item # **e** Proposed resolution R14-40 of the City Council of Syracuse City, Utah, authorizing the issuance and sale by the Municipal Building Authority of Syracuse City, Utah, of its Lease Revenue Refunding Bonds, Series 2014, in the aggregate principal amount of not to exceed $6,800,000; and related matters.

Factual Summation

- Any questions regarding this item may be directed at Finance Director Stephen Marshall. Please see the bid summary sheets attached. Also, the bond resolution R14-40 will be submitted to the City Council dropbox separately when we receive it from Ballard Sphar and have had a chance to review it. We hope to have it no later than Tuesday morning.

- The Municipal Building Authority is a separate legal entity from Syracuse City Corporation. It was established in August 2006 to allow the City to streamline the funding and construction of city facilities. The MBA borrows funding, constructs facilities, and leases them to the City. The lease payments made by the City provide the revenue for the MBA to make the debt payments. Eventually the debt will be paid off and the properties will be deeded to the City. The executive board of the MBA is comprised of the Mayor and Councilmen of Syracuse City.

- The Municipal Building Authority issued bonds in 2006 to construct City Hall, renovate the police station, and build an addition to the public works building. Those bonds are eligible for refinancing.

- Administration put out a public bid to refinance the 2006 bonds. We had three bidders; Bank of Utah, Zion's Bank, and Western Alliance Bank. The bid summary sheet is attached. The Zion's Bank bid had a more favorable rate structure but it also included variable rates in the bid. Based on advice from Johnathan Ward, our financial advisor, the rates would most likely

adjust upwards making the Zion's Bank bid less attractive. I agree with his advice and would recommend that we go with Bank of Utah since they have the lowest fixed rate out of the 3 bids with no variable rates built in.

- If the City Council elects to go with Bank of Utah, the estimated annual savings would be approximately $23,489 with total savings over the life of the bond of $277,807.

- There is no restriction on call options which means that we could call the bonds at any time and refinance them again if rates drop lower than today's levels. This is a great feature to have and give the City the power to control interest rates and savings over the long-term.

- The bid option above discusses direct purchase of our bonds. For full disclosure, the City could attempt to sell the bonds on the open market. This would cost the City more in closing costs but could attract better rates that the direct bids above. However, rates are on the upward trend and have increased 15 basis points in the last 3 weeks. If we went with this option, we would not be able to sell the bonds until first of January. The risk is that rates would increase between now and then and erode any potential savings we would realize. Based on that fact, I would recommend going with the direct purchase option and awarding the bid to Bank of Utah.

- Since the MBA and Syracuse City are two separate legal entities, we have two separate resolutions – one for Syracuse City and the other for the MBA. We will hold a special meeting of the MBA to approve the second resolution separately.

Recommendation

I recommend that we award the direct purchase bid to Bank of Utah. This is the least risky and will save the City $277,807 over the life of the bond.

Syracuse, Utah

November 19, 2014

The City Council (the "Council") of Syracuse City, Utah, met in special session at the regular meeting place of the Council in Syracuse, Utah, on November 19, 2014, at the hour of 7:00 p.m., with the following members of the Council being present:

Terry Palmer	Mayor
Brian Duncan	Councilmember
Craig Johnson	Councilmember
Karianne Lisonbee	Councilmember
Douglas Peterson	Councilmember
Larry Shingleton	Councilmember

Also present:

Brody Bovero	City Manager
Clint Drake	City Attorney
Cassie Brown	City Recorder
Steve Marshall	Finance Director

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this November 19, 2014, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of Syracuse City, Utah. The resolution is as follows:

RESOLUTION NO. 14-40

A RESOLUTION OF THE CITY COUNCIL OF SYRACUSE CITY, UTAH (THE "CITY"), AUTHORIZING THE ISSUANCE AND SALE BY THE MUNICIPAL BUILDING AUTHORITY OF SYRACUSE CITY, UTAH (THE "AUTHORITY") OF ITS LEASE REVENUE REFUNDING BONDS, SERIES 2014, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $6,800,000; FIXING THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE CITY AND AUTHORITY THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL INDENTURE, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING AND APPROVING THE EXECUTION OF AN AMENDMENT TO MASTER LEASE AGREEMENT AND AMENDMENTS TO LEASEHOLD DEEDS OF TRUST; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, Syracuse City, Utah (the "City") is a political subdivision and body politic duly and regularly created, established, organized, and existing under and by virtue of the Constitution and laws of the State of Utah; and

WHEREAS, the City has previously authorized and directed the creation of the Municipal Building Authority of Syracuse City, Utah (the "Authority"), pursuant to the provisions of a creating resolution (the "Creating Resolution"); and

WHEREAS, pursuant to the Creating Resolution, the Authority has been duly and regularly created, established, and is organized and existing as a nonprofit corporation and an instrumentality of the State of Utah, including, in particular, the provisions of the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended, and the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (collectively, the "Act"); and

WHEREAS, the Authority proposes to issue (in one or more series and from time to time) its Lease Revenue Refunding Bonds, Series 2014 (with any other series or title designations of the Authority) (the "Series 2014 Bonds") in the aggregate principal amount of not to exceed $6,800,000 to (a) refund certain of the Authority's outstanding

Lease Revenue Bonds (the "Refunded Bonds"), (b) fund any required debt service reserve fund and (c) pay costs of issuance associated with the Series 2014 Bonds; and

WHEREAS, the Series 2014 Bonds are to be issued pursuant to a General Indenture of Trust dated as of December 1, 2006, as heretofore amended and supplemented (the "General Indenture"), and a Supplemental Indenture of Trust (the "Supplemental Indenture," and together with the General Indenture, the "Indenture"), by and between the Authority and Zions First National Bank, as trustee (the "Trustee"), and substantially in the form presented to the Council at this meeting and attached hereto as Exhibit C; and

WHEREAS, the Refunded Bonds were originally issued to finance the acquisition, construction and furnishing of (a) a new City Hall, (b) remodeled and improved space for police and fire purposes and (c) an addition to the City's public works facility (collectively, the "Prior Project"), and the Authority has heretofore leased the Prior Project to the City on an annually renewable basis pursuant to a Master Lease Agreement between the Authority and the City dated as of December 1, 2006, as heretofore amended and supplemented (the "Master Lease");

WHEREAS, the City desires to continue to lease the Prior Project from the Authority pursuant to an Amendment to Master Lease Agreement, between the Authority and the City (the "Amendment to Master Lease," and together with the Master Lease, the "Lease"), in substantially the form presented to the Council at this meeting and attached hereto as Exhibit B; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the "Bond Purchase Agreement") to be entered into between the Authority, the City and the purchaser selected by the Authority for the Series 2014 Bonds (the "Purchaser"), in substantially the form attached hereto as Exhibit D; and

WHEREAS, in order to allow the Authority (with the consultation and approval of the Authority's financial advisor, Zions Bank Public Finance (the "Financial Advisor")) flexibility in setting the pricing date of the Series 2014 Bonds to optimize debt service costs to the Authority, the Council desires to grant to the Chair-President or Vice Chair of the Authority and the City Manager or Finance Director (the "Designated Officers") of the Authority and the City the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2014 Bonds shall be sold, to determine the Purchaser and to set forth the final terms of the Series 2014 Bonds, and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters").

WHEREAS, the Authority proposes to secure its payment obligations under the Indenture by executing and delivering Amendments to Leasehold Deeds of Trust Assignment of Rents and Security Agreement (the "Amendments to Leasehold Deeds of Trust"), in the form before this meeting and attached hereto as Exhibit E; and

WHEREAS, the Authority may not exercise any of its powers without prior authorization by the Council, and therefore it is necessary that the Council authorize certain actions by the Authority in connection with the issuance of the Series 2014 Bonds; and

WHEREAS, the Mayor and other officials of the City have presented the Supplemental Indenture, the Bond Purchase Agreement, the Amendment to Master Lease, and the Amendments to Leasehold Deeds of Trust to the Council for the purpose of obtaining its approval of the terms and provisions thereof, and for the purpose of confirming the execution thereof as the official act of the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH, AS FOLLOWS:

Section 1. All terms defined in the recitals hereto shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution or the Creating Resolution) by the Council and by the officers of the City directed toward the creation and establishment of the Authority and the issuance of the Series 2014 Bonds are hereby ratified, approved and confirmed.

Section 2. The Council hereby finds and determines, pursuant to the Constitution and laws of the State of Utah, that the leasing of the Prior Project under the terms and provisions and for the purposes set forth in the Amendment to Master Lease and the other documents, instruments and conveyances hereinafter approved and authorized, is necessary, convenient and in furtherance of the governmental and proprietary purposes of the City and is in the best interest of the citizens of the City. The Council hereby authorizes, approves and directs the sale of the Series 2014 Bonds by the Authority in accordance with the provisions of the Indenture, and the leasing of the Prior Project in the manner provided in the Amendment to Master Lease, with the initial aggregate principal amount of the Series 2014 Bonds not to exceed Six Million Eight Hundred Thousand Dollars ($6,800,000). The Series 2014 Bonds shall mature in not more than fourteen (14) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed five percent (5.0%) per annum, as shall be approved by the Designated Officers, all within the Parameters set forth herein. The issuance of the Series 2014 Bonds shall be subject to the final approval of Bond Counsel.

Section 3. The final interest rate or rates for the Series 2014 Bonds shall be set by the Designated Officers, in consultation with the Financial Advisor, at the rate or rates which, taking into account the purchase price offered by the Purchaser of the Series 2014 Bonds, will in the opinion of the Designated Officers and the Financial Advisor result in the lowest cost of funding reasonably achievable given the manner of offering the Series 2014 Bonds at the time of the sale of the Series 2014 Bonds and evidenced by the execution of the Bond Purchase Agreement.

Section 4. The Supplemental Indenture, the Bond Purchase Agreement, the Amendment to Master Lease, and the Amendments to Leasehold Deeds of Trust, in

substantially the respective forms presented to this meeting and attached hereto as exhibits, are in all respects approved, authorized, and confirmed, and the Mayor is authorized to approve the final terms thereof and to execute and deliver the Amendment to Master Lease and the Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the City, with final terms as may be established by the Designated Officers, in consultation with the Financial Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Sections 9 and 10 hereof. The Designated Officers are each hereby authorized to select one or more Purchasers and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2014 Bonds for and on behalf of the Authority, provided that such terms are within the Parameters set by this Resolution. The execution of the Bond Purchase Agreement by the Chair-President or Vice Chair of the Authority shall evidence the Designated Officers approval. When authorized by the Governing Body of the Authority, the City hereby approves and authorizes the execution and delivery of the Supplemental Indenture, the Bond Purchase Agreement, the Amendment to Master Lease, and the Amendments to Leasehold Deeds of Trust by the Authority in substantially the forms presented to this meeting and attached hereto as exhibits for and on behalf of the Authority.

Section 5. For the purposes of providing funds to (a) refund the Refunded Bonds, (b) fund any required debt service reserve fund and (c) pay costs of issuance associated with the Series 2014 Bonds, the Authority shall issue its "Municipal Building Authority of Syracuse City, Utah Lease Revenue Refunding Bonds, Series 2014" (in one or more series and from time to time and with any other series or title designations of the Authority). The Series 2014 Bonds shall be dated, shall bear interest, and shall mature as set forth in the Supplemental Indenture.

Section 6. The form, terms, and provisions of the Series 2014 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture in the form to be executed by the Authority. The Series 2014 Bonds shall mature prior to the expiration of the estimated useful life of the Prior Project. The Chair-President or Vice Chair of the Authority is hereby authorized to execute the Series 2014 Bonds, to place thereon the seal of the Authority and to deliver the Series 2014 Bonds to the Purchaser. The Secretary-Treasurer of the Authority is authorized to attest to the signature of the Chair-President and affix the seal of the Authority to the Series 2014 Bonds and to authenticate the Series 2014 Bonds. The signatures of the Chair-President and of the Secretary-Treasurer may be by facsimile or manual execution.

Section 7. The appropriate officers of the City are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transaction contemplated hereby, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Series 2014 Bonds.

Section 8. Upon their issuance, the Series 2014 Bonds will constitute special limited obligations of the Authority payable solely from and to the extent of the sources set forth in the Series 2014 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Amendment to Master Lease, the Amendments to Leasehold Deeds of Trust, the Series 2014 Bonds, the Bond Purchase Agreement, nor any other instrument authorized hereby, shall be construed as creating a general obligation of the Authority or of creating a general obligation of the City, the State of Utah or any political subdivision of the State of Utah, nor as incurring or creating a charge upon the general credit of the City or against its taxing powers. Except as otherwise provided in the Amendment to Master Lease, the City shall not be obligated to pay out of its funds, revenues, or accounts, or to make any payment in respect of the Series 2014 Bonds, Base Rentals, Additional Rentals, and Purchase Option Price pursuant to the Master Lease (as those terms are defined in the Master Lease). The obligation of the City to pay any such Rentals, and the obligation of the Authority to pay the Series 2014 Bonds will not constitute a general obligation or a debt of the City, the State of Utah or any political subdivision of the State of Utah. The Series 2014 Bonds are not an indebtedness or a liability of the City or the State of Utah. The Authority has no taxing power.

Section 9. The Mayor is hereby authorized to make any alterations, changes or additions in the Amendment to Master Lease, and the Bond Purchase Agreement herein approved and authorized necessary to correct errors or omissions therein, to remove ambiguities therefrom, or to conform the same to other provisions of such instruments, to the provisions of this Resolution, the Creating Resolution or the provisions of the laws of the State of Utah or the United States, the approval of all such alterations, changes, or additions to be conclusively established by the execution thereof.

Section 10. The appropriate officials of the Authority are authorized to make any alterations, changes, or additions in the Supplemental Indenture, the Bond Purchase Agreement, the Amendment to Master Lease, and the Amendments to Leasehold Deeds of Trust herein authorized and approved which may be necessary to correct errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the provisions of this Resolution, the Creating Resolution, or any resolution adopted by the City or the Authority, or the provisions of the laws of the State of Utah or the United States, approval of all such alterations, changes, or additions to be conclusively established by the execution thereof.

Section 11. If any provisions of this resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this resolution or the exhibits.

Section 12. The City Recorder is hereby authorized to attest to all signatures and acts of any proper official of the City, and to place the seal of the City Recorder on the Amendment to Master Lease and the Bond Purchase Agreement. The Mayor and other proper officials of the City and each of them, are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents (including, but not limited to, appropriate security documents), and other papers and to

perform all other acts that they may deem necessary or appropriate in order to implement and carry out the matters herein authorized.

Section 13. The Secretary-Treasurer of the Authority is hereby authorized to attest to all signatures and acts of any proper official of the Authority, and to place the seal of the Authority on the Supplemental Indenture, the Bond Purchase Agreement, the Amendment to Master Lease, and the Amendments to Leasehold Deed of Trust, and any other documents authorized, necessary or proper pursuant to this Resolution or any Resolution of the Authority. The appropriate officials of the Authority, and each of them, are hereby authorized to execute and deliver for and on behalf of the Authority any or all additional certificates, documents (including, but not limited to, appropriate security documents), and other papers to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this resolution and any resolution of the Authority.

Section 14. All regulations, orders, and resolutions of the City or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any regulation, order, resolution or ordinance or part thereof.

Section 15. This resolution shall become effective immediately upon adoption by the Council.

PASSED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH, THIS NOVEMBER 19, 2014.

(SEAL)

By:_____
Mayor

ATTEST AND COUNTERSIGN:

By:_____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

SYRACUSE CITY, UTAH

(SEAL)

By:_____
Mayor

ATTEST AND COUNTERSIGN:

By:_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

I, Cassie Brown, the undersigned duly elected, qualified, and acting City Recorder of Syracuse City, Utah (the "City"), in the State of Utah, do hereby certify:

(a) The foregoing pages are a true, perfect and complete copy of the record of proceedings of the City Council, had and taken at a lawful meeting of said City Council held at the Syracuse City offices in Syracuse, Utah, on November 19, 2014, commencing at the hour of 7:00 p.m., as recorded in the regular official book of the proceedings of the City kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

(b) All members of said City Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this November 19, 2014.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Cassie Brown, the undersigned City Recorder of Syracuse City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the November 19, 2014, public meeting held by the City as follows:

(i) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices on November ___, 2014, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(ii) By causing a copy of such notice, in the form attached hereto as Schedule 1, to be delivered to the Standard Examiner on November ___, 2014, at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) By causing a copy of such Notice to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2014 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _____, at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City on _____, and (c) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year. Inasmuch as the November 19, 2014 meeting was a special meeting, the 2014 Annual Meeting Schedule does not reflect said meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this November 19, 2014.

(SEAL)

By:_____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

AMENDMENT TO MASTER LEASE

[See Transcript Document No. ___]

EXHIBIT C

SUPPLEMENTAL INDENTURE

[See Transcript Document No. ___]

EXHIBIT D

BOND PURCHASE AGREEMENT

[See Transcript Document No. ___]

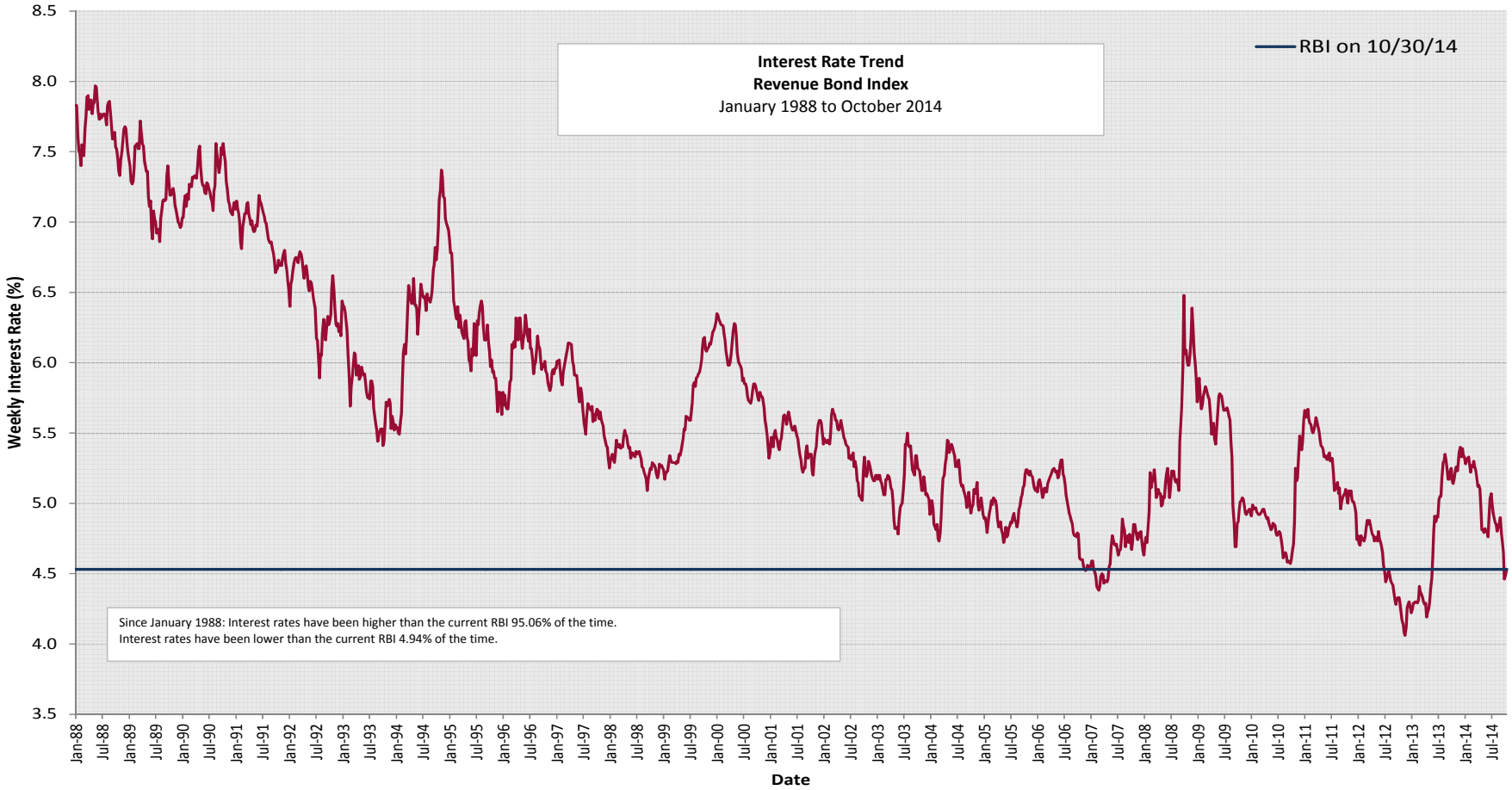
EXHIBIT E

AMENDMENTS TO LEASEHOLD DEED OF TRUST

[See Transcript Document No. ___]

Municipal Building Authority of Syracuse City, Utah
Lease Revenue Refunding Bonds
Series 2014
(Bid Summary)

Bidder	TIC	AIC	Par Amt	NPV Savings ($)	NPV Savings (%)	Avg Annual	Rate Mode	DSRF Requirement	Additional Fees/Costs	Call Provision
Zions First National Bank	2.467%	2.603%	$ 6,488,000	$ 490,280	8.104%	$ 40,736	Fixed/Variable	None	CUSIPS	Callable anytime at par
Bank of Utah	2.856%	2.990%	6,489,000	277,807	4.592%	23,489	Fixed	None	$1,000 purchaser's counsel	Callable anytime at par, in chronological order
Western Alliance Bank	3.600%	3.767%	6,500,000	(70,897)	-1.172%	(6,466)	Fixed	None	$12,000 purchaser's counsel	Callable after 2 years
Market (Best Case)	2.553%	2.837%	5,965,000	377,888	6.246%	32,450	Fixed	Surety	Rating, Insurance, Underwriter	Callable after 10 years
Market (.15% Upward Shift)	2.708%	2.995%	6,035,000	298,562	4.935%	25,975	Fixed	Surety	Rating, Insurance, Underwriter	Callable after 10 years



NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE GOVERNING BOARD OF THE MUNICIPAL BUILDING AUTHORITY OF SYRACUSE CITY, UTAH:

NOTICE IS HEREBY GIVEN that a special meeting of the Governing Board (the "Board") of the Municipal Building Authority (the "Authority") of Syracuse City, Utah, will be held at the Board's regular meeting place at 7:00 p.m. on November 19, 2014, for the purpose of authorizing the issuance and sale of the Authority's Lease Revenue Refunding Bonds, Series 2014 in a total principal amount of not more than $6,800,000 and related matters, and for the transaction of such other business incidental to the foregoing as may come before said meeting.

_____
Secretary-Treasurer

ACKNOWLEDGMENT OF NOTICE AND CONSENT TO SPECIAL MEETING

We, the Chair-President and Trustees of the Governing Board of the Municipal Building Authority of Syracuse City, Utah, do hereby acknowledge receipt of the foregoing Notice of Special Meeting, and we hereby waive any and all irregularities, if any, in such notice and in the manner of service thereof upon us and consent and agree to the holding of such special meeting at the time and place specified in said notice, and to the transaction of any and all business which may come before said meeting.

_____
Chair-President

_____
Trustee

_____
Trustee

_____
Trustee

_____
Trustee

_____
Trustee

Syracuse, Utah

November 19, 2014

The Governing Board (the "Board") of the Municipal Building Authority of Syracuse City, Utah, met in special session at the regular meeting place of the Board in Syracuse City, Utah, on November 19, 2014, at the hour of 7:00 p.m., with the following members of the Board being present:

Terry Palmer	Chair-President
Brian Duncan	Trustee
Craig Johnson	Trustee
Karianne Lisonbee	Trustee
Douglas Peterson	Trustee
Larry Shingleton	Trustee

Also present:

Brody Bovero	City Manager
Clint Drake	City Attorney
Cassie Brown	City Recorder
Steve Marshall	Finance Director

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Secretary-Treasurer presented to the Board a Certificate of Compliance with Open Meeting Law with respect to this November 19, 2014, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by _____ and seconded by _____, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Chair-President in open meeting and recorded by the Secretary-Treasurer in the official records of the Municipal Building Authority of Syracuse City, Utah. The resolution is as follows:

RESOLUTION NO. MBA14-02

A RESOLUTION OF THE MUNICIPAL BUILDING AUTHORITY OF SYRACUSE CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $6,800,000 AGGREGATE PRINCIPAL AMOUNT OF LEASE REVENUE REFUNDING BONDS, SERIES 2014 (THE "SERIES 2014 BONDS"); DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2014 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2014 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2014 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2014 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2014 BONDS MAY BE SOLD; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE EXECUTION BY THE ISSUER OF A SUPPLEMENTAL INDENTURE OF TRUST, AN AMENDMENT TO MASTER LEASE AGREEMENT, AMENDMENTS TO LEASEHOLD DEEDS OF TRUST; A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS NECESSARY FOR THE ISSUANCE AND SALE OF THE SERIES 2014 BONDS; AUTHORIZING THE SALE OF THE SERIES 2014 BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, pursuant to the provisions of the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1959, as amended, and the Utah Revised Nonprofit Corporation Act (together, the "Building Authority Act"), Syracuse City, Utah (the "City") has created the Municipal Building Authority of Syracuse City, Utah (the "Authority"); and

WHEREAS, pursuant to the provisions of the Building Authority Act and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the "Act"), the Governing Board (the "Board") of the Authority (the "Issuer") is authorized to issue (in one or more series and from time to time) Lease Revenue Refunding Bonds, Series 2014 (with any other series or title designations of the Issuer) (the "Series 2014 Bonds") for the purpose of (a) refunding a portion of the Issuer's outstanding Lease Revenue Refunding Bonds (the "Refunded Bonds"), (b) funding any required debt service reserve fund and (c) paying costs of issuance of the Series 2014 Bonds; and

WHEREAS, the Issuer considers it desirable and beneficial to refund the Refunded Bonds in order to achieve a debt service savings; and

WHEREAS, the Refunded Bonds were issued to (i) finance the acquisition, construction and furnishing of (a) a new City Hall, (b) remodeled and improved space for police and fire purposes and (c) an addition to the City's public works facility (collectively, the "Prior Project") and (ii) pay costs associated with the issuance and sale of the Refunded Bonds; and

WHEREAS, the City has leased, as Lessee, on an annually renewable basis, the Prior Project from the Issuer, and the Issuer has leased, as Lessor, the Prior Project to the City under the terms and provisions set forth in the Master Lease Agreement, dated as of December 1, 2006, as previously amended (collectively, the "Master Lease"); and

WHEREAS, the Series 2014 Bonds shall be payable solely from the rents, revenues and other income received by the Issuer from the leasing of the Prior Project to the City on an annually renewable basis, and shall not constitute or give rise to an obligation or liability of the Issuer or constitute a charge against its general credit or taxing powers; and

WHEREAS, subject to the limitations set forth herein, the Issuer desires to issue its Series 2014 Bonds pursuant to this resolution (the "Resolution"), a General Indenture of Trust dated as of December 1, 2006, as heretofore amended and supplemented, between the Issuer and Zions First National Bank, as trustee (the "General Indenture), as further amended and supplemented by a Supplemental Indenture of Trust (the "Supplemental Indenture," and together with the General Indenture, the "Indenture"), an Amendment to Master Lease Agreement (the "Amendment to Master Lease"), and Amendments to Leasehold Deeds of Trust, in substantially the forms presented to the meeting at which this Resolution was adopted and which are attached hereto as Exhibits B, C, and D, respectively; and

WHEREAS, there has been presented to the Board at this meeting a form of a bond purchase agreement (the "Bond Purchase Agreement") to be entered into between the Issuer, the City and the purchaser selected by the Issuer for the Series 2014 Bonds (the "Purchaser"), in substantially the form attached hereto as Exhibit E; and

WHEREAS, in order to allow the Issuer (with the consultation and approval of the Issuer's financial advisor, Zions Bank Public Finance (the "Financial Advisor")) flexibility in setting the pricing date of the Series 2014 Bonds to optimize debt service costs to the Issuer, the Board desires to grant to the Chair-President or Vice Chair of the Authority and the City Manager or Finance Director (the "Designated Officers") of the Authority and the City the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2014 Bonds shall be sold, to determine the Purchaser, and to set forth the final terms of the Series 2014 Bonds, and any changes with respect thereto from those terms which were before the Board at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters").

NOW, THEREFORE, it is hereby resolved by the Governing Board of the Municipal Building Authority of Syracuse City, Utah, as follows:

Section 1. The Board hereby finds and determines that it is in the best interests of the Issuer and its residents to issue not more than Six Million Eight Hundred Thousand Dollars ($6,800,000) aggregate principal amount of the Issuer's Lease Revenue Refunding Bonds, Series 2014, to bear interest at the rate or rates of not to exceed five percent (5.0%) per annum, to mature in not more than fourteen (14) years from their date or dates, and to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, as shall be approved by the Designated Officers, all within the Parameters set forth herein, for the purpose of (a) refunding the Refunded Bonds, (b) funding any required debt service reserve fund and (c) paying costs of issuance, all pursuant to this Resolution, a Supplemental Indenture, to be entered into at or before the time of issuance of the Series 2014 Bonds, an Amendment to Master Lease, and Amendments to Leasehold Deeds of Trust, in substantially the forms attached hereto as exhibits. The issuance of the Series 2014 Bonds shall be subject to the final approval of Bond Counsel and to the approval of the Attorney for the Issuer.

Section 2. The final interest rate or rates for the Series 2014 Bonds shall be set by the Designated Officers, in consultation with the Financial Advisor, at the rate or rates which, taking into account the purchase price offered by the Purchaser of the Series 2014 Bonds, will in the opinion of the Designated Officers and the Financial Advisor result in the lowest cost of funding reasonably achievable given the manner of offering the Series 2014 Bonds at the time of the sale of the Series 2014 Bonds and evidenced by the execution of the Bond Purchase Agreement.

Section 3. The Supplemental Indenture, Amendment to Master Lease, the Amendments to Leasehold Deeds of Trust, and the Bond Purchase Agreement, in substantially the respective forms presented to this meeting, are hereby authorized, approved, and confirmed. The Chair-President or Vice President and the Secretary-Treasurer are hereby authorized to execute and deliver the Supplemental Indenture, Amendment to Master Lease, the Amendments to Leasehold Deeds of Trust, and Bond Purchase Agreement in substantially the same form and with substantially the same content as the forms presented at this meeting for and on behalf of the Issuer with final terms as may be established by the Designated Officers, in consultation with the Financial Advisor, within the Parameters set forth herein and with such alterations, changes or additions as may be necessary or as may be authorized by Section 9 hereof. The Designated Officers are hereby authorized to specify and agree as to the Purchaser, final principal amounts, terms, discounts, maturities, interest rates, redemption features and purchase price with respect to the Series 2014 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution. The execution of the Bond Purchase Agreement by the Chair-President or Vice President shall evidence the Designated Officers approval.

Section 4. The Designated Officers of the Issuer are authorized to make any alterations, changes or additions to the Supplemental Indenture, Amendment to Master Lease, the Amendments to Leasehold Deeds of Trust, the Bond Purchase Agreement, the

Series 2014 Bonds, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2014 Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States.

Section 5. The form, terms, and provisions of the Series 2014 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Supplemental Indenture. The Chair-President or Vice President and Secretary-Treasurer are hereby authorized and directed to execute and seal the Series 2014 Bonds and to deliver said Series 2014 Bonds to the Purchaser. The signatures of the Chair-President or Vice President and the Secretary-Treasurer may be by facsimile or manual execution.

Section 6. Upon their issuance, the Series 2014 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2014 Bonds, the Supplemental Indenture, the Amendment to Master Lease, and the Amendments to Leasehold Deeds of Trust. No provision of this Resolution, the Supplemental Indenture, the Amendment to Master Lease, the Amendments to Leasehold Deeds of Trust, the Bond Purchase Agreement, the Series 2014 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 7. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents (including, but not limited to, appropriate security documents) and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8. After the Series 2014 Bonds are sold to the Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of the Series 2014 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 9. The forms of Supplemental Indenture, the Amendment to Master Lease, the Amendments to Leasehold Deeds of Trust, and the Bond Purchase Agreement, authorized and approved hereby are authorized and approved with such additions, modifications, deletions, and changes thereto as may be deemed necessary or appropriate and approved by the City Attorney. The execution thereof by the Chair-President or Vice President and Secretary-Treasurer on behalf of the Issuer shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 10. Pursuant to the provisions of the Act, the Secretary-Treasurer has caused the following "Notice of Bonds to be Issued" to be published in the Standard Examiner, a newspaper of general circulation in the Issuer, on October 28, 2014. The Secretary-Treasurer shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Issuer's principal offices for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of such publication. The Issuer hereby ratifies the "Notice of Bonds to be Issued" as published, in the following form:

NOTICE OF BONDS TO BE ISSUED

PUBLIC NOTICE IS HEREBY GIVEN that pursuant to the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the "Act"), the Governing Board (the "Board") of the Municipal Building Authority of Syracuse City, Utah (the "Authority"), intends to adopt a resolution on November 19, 2014 (the "Resolution") in which it authorizes the issuance of the Authority's Lease Revenue Refunding Bonds, Series 2014 (the "Series 2014 Bonds") (to be issued in one or more series from time to time and with any other series or title designations).

PURPOSE FOR ISSUING THE SERIES 2014 BONDS

The Series 2014 Bonds will be issued for the purpose of (a) refunding all or a portion of the Authority's outstanding Lease Revenue Bonds, Series 2006 Bonds (the "Refunded Bonds"), which were previously issued to refinance certain costs of the acquisition, construction and furnishing of a new City Hall, and remodeled and improved space for police and fire purposes (the "Project") for lease to Syracuse City, Utah (the "City") and (b) paying issuance expenses of the Series 2014 Bonds.

PARAMETERS OF THE BONDS

The Authority intends to issue the Series 2014 Bonds in the principal amount of not to exceed Six Million Eight Hundred Thousand Dollars ($6,800,000), to bear interest at an interest rate of not to exceed Five percent (5.0%) per annum, to mature in not more than fourteen (14) years, and to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof.

The Bonds are to be issued and sold by the Authority pursuant to the Resolution, including as part of said Resolution, an Indenture and a Supplemental Indenture (the "Indenture") and a Master Lease Agreement and an amendment to Master Lease (the "Master Lease"). The City and the Authority reserve the right to not issue the Series 2014 Bonds for any reason and at any time up to the issuance of the Series 2014 Bonds.

The Bonds are payable solely from the rents, revenues and other income received by the Authority from the leasing of the Project to the City on an annually renewable basis.

Copies of the Resolution, the Indenture and the Master Lease are on file in the office of the City Recorder located at 1979 W. 1900 So., Syracuse, Utah, where they may be examined during regular business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, for a period of at least thirty (30) days from and after the last date of publication of this notice.

NOTICE IS HEREBY GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Series 2014 Bonds, the Indenture

or Master Lease (but only as they relate to the Series 2014 Bonds), or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

DATED this October 24, 2014.

/s/ Secretary-Treasurer
Municipal Building Authority of Syracuse City, Utah

Section 11. The Issuer hereby reserves the right to opt not to issue the Series 2014 Bonds for any reason.

Section 12. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this November 19, 2014.

(SEAL)

By:_____
Chair-President

ATTEST:

By:_____
Secretary-Treasurer

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:_____
Chair-President

ATTEST:

By:_____
Secretary-Treasurer

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

I, Cassie Brown, the undersigned, duly qualified, and acting Secretary-Treasurer of the Governing Board (the "Governing Board") of the Municipal Building Authority of Syracuse City, Utah (the "Authority"), do hereby certify:

The foregoing pages are a true, perfect and complete copy of the record of proceedings of the Governing Board, had and taken at a lawful special meeting of said Governing Board held at the regular meeting place in Syracuse City, Utah, on November 19, 2014, commencing at the hour of 7:00 p.m., as recorded in the regular official book of the proceedings of the Authority kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present as said meeting as therein shown.

All members of the Governing Board were duly notified of said meeting, pursuant to law.

I, further certify that, the Resolution, with all exhibits attached, was deposited in my office on November 19, 2014, and pursuant to the Resolution, a Notice of Bonds to be Issued was published (i) one time in the Standard Examiner, a newspaper having general circulation in Syracuse City, Utah, on October 28, 2014, the affidavit of which publication is hereby attached, (ii) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Authority this November 19, 2014.

(SEAL)

By:_____
Secretary-Treasurer

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Cassie Brown, the undersigned Secretary-Treasurer of the Governing Board of the Municipal Building Authority of Syracuse City, Utah (the "Authority"), do hereby certify, according to the records of the Authority in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the November 19, 2014, public meeting held by the Authority as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on November ___, 2014, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Standard Examiner on November ___, 2014, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

The Authority meets on an "as needed" basis.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this November 19, 2014.

(SEAL)

By:_____
Secretary-Treasurer

SCHEDULE 1

NOTICE OF MEETING

(attach Proof of Publication of
Notice of Bonds to be Issued)

EXHIBIT B

FORM OF SUPPLEMENTAL INDENTURE

[See Transcript Document No. ___]

EXHIBIT C

FORM OF AMENDMENT TO MASTER LEASE

[See Transcript Document No. ___]

EXHIBIT D

FORM OF AMENDMENTS TO LEASEHOLD DEEDS OF TRUST

[See Transcript Document No. ___]

EXHIBIT E

BOND PURCHASE AGREEMENT

[See Transcript Document No. ___]

COUNCIL AGENDA

November 19, 2014

Agenda Item f Authorize Mayor to execute the Lease Purchase Agreement with Zion's Bank.

Factual Summation

- Any questions regarding this item may be directed at Finance Director Steve Marshall. The Capital Lease Purchase Agreement will be dropped separately once we receive it and have had a chance to review it. I anticipate that it will be dropped to the council no later than Tuesday morning.

- The City Council approved the purchase of 11 new police vehicles in the FY2015 budget at a total cost of $400,500. These vehicles have been ordered and the expected arrival is within the next month. They will then have all the equipment installed and will be delivered to the City shortly thereafter.

- Administration put out a public bid to banks for the lease portion of the transaction and the bid closed on November 12th. We had two bidders, Zion's Bank and Santander Bank. Zion's Bank had the lowest rate at a 1.62% fixed rate over the life of the lease. Santander's rate was a fixed 2.14%.

- The lease would be for a four year period with payments due annually each November. The lease would commence in November 2014 with the first payment due in November 2015 and the final payment due in November 2018. Interest costs for the life of the loan at 1.62% would be $16,350.57. Total repayment would be $416,850.57.

- This lease agreement authorizes the City to borrow money from Zion's Bank so that we can pay the vendor who built the cars.

Recommendation

I recommend that the city council authorize Mayor Palmer to execute the lease purchase agreement with Zion's Bank.

LEASE PURCHASE AGREEMENT

This equipment lease (the "Lease") dated as of November 26, 2014**,** by and between Zions First National Bank, One South Main Street, Salt Lake City, Utah 84111 ("Lessor"), and Syracuse City, Utah ("Lessee") a body corporate and politic existing under the laws of the State of Utah. This Lease includes all Exhibits hereto, which are hereby specifically incorporated herein by reference and made a part hereof.

Now therefore, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Lease Of Equipment

Section 1.1 *Agreement to Lease*. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the "Equipment" (as hereinafter defined), to have and to hold for the term of this Lease; provided, however, that the obligation of Lessor to lease any item of the Equipment and to make payment to the Vendor therefor is subject to the condition precedent that Lessee shall provide the following at its cost, in form and substance satisfactory to Lessor:

(i) Evidence satisfactory to Lessor as to due compliance with the insurance provisions of Section 10.2 hereof;

(ii) Invoice of the Vendor of such item of Equipment; and

(iii) Delivery And Acceptance Certificate in the form attached hereto as Exhibit "E" executed by Lessee acknowledging delivery to and acceptance by Lessee of such item of Equipment.

Section 1.2 *Title*. During the term of this Lease, title to the Equipment will be transferred to, and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4. Upon termination of this Lease as provided in Sections 3.3 (a) or 3.3 (c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessor, Lessee, or any other person, provided that if any action is so required, Lessee by this Lease appoints Lessor its irrevocable attorney in fact to take any action to so transfer title to the Equipment to Lessor. Lessor at all times will have access to the Equipment for the purpose of inspection, alteration, and repair.

Section 1.3 *Security*. To secure the payment of all of Lessee's obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment. The security interest granted herein includes proceeds. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or advisable to establish and maintain its security interest in the

Equipment. Lessor understands and agrees that the security interest granted in this Section shall be subject and subordinate to presently existing security interests and/or purchase money security interests in miscellaneous equipment which may be installed in accordance with the provisions of Section 9.3.

ARTICLE II

Definitions

The terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

"Business Day" shall mean any day except Saturday, Sunday and legal holidays on which banks in the State of Utah are closed.

"Code" means the Internal Revenue Code of 1986, as amended.

"*Commencement Date*" shall mean the date when the term of this Lease begins and Lessee's obligation to pay rent accrues, as set forth in Section 3.1.

"*Equipment*" shall mean the property which Lessor is leasing to Lessee referred to in Section 1.1 and more fully described in Exhibit "A."

"*Lessee*" shall mean Syracuse City, Utah.

"*Lessor*" shall mean Zions First National Bank, Salt Lake City, Utah, its successors and assigns.

"*Option Purchase Price*" shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V.

"*Original Term*" shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

"Principal Outstanding" means the remaining unpaid principal outstanding under this Lease as specified on Exhibit "C" attached hereto.

"*Renewal Terms*" shall mean all of the additional periods of one year (coextensive with Lessee's fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

"Rental Payment Date" means the dates upon which Rental Payments are to be made by the Lessee to the Lessor hereunder as specified on Exhibit "C" attached hereto.

"*Rental Payments*" means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

"*Term*" or "*Term of this Lease*" shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

"*Vendor*" shall mean the manufacturer of the Equipment and the manufacturer's agent or dealer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease Term

Section 3.1 *Commencement*. The Term of this Lease shall commence as of:

_____ the date this Lease is executed.

_____ days after the receipt, installation, and operation of the Equipment, and its acceptance by Lessee, as indicated by an acceptance certificate signed by Lessee.

_____ the date the Vendor receives full payment for the Equipment from Lessor.

___X___ November 26, 2014.

Such date will be referred to as the Commencement Date.

Section 3.2 *Duration of Lease: Nonappropriation.* This Lease will continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be automatically extended for four (4) successive additional periods of one year coextensive with Lessee's fiscal year (each, a "Renewal Term"), unless this Lease is terminated as hereinafter provided.

The parties understand that as long as Lessee has sufficient appropriated funds to make the Rental Payments hereunder, Lessee will keep this Lease in effect through all Renewal Terms and make all payments required herein or Lessee will exercise its option under Article V to purchase the Equipment. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Leased Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Equipment for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment for any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise affect the termination of this Lease as set forth hereinabove.

Section 3.3 *Termination*. This Lease will terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term of this Lease and the failure of Lessee to appropriate funds to continue the leasing of the Equipment for the ensuing Renewal Term;

(b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;

(c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or

(d) the expiration of the Term of this Lease.

Section 3.4 *Return of Equipment Upon Termination.* Upon termination of this Lease pursuant to Sections 3.3 (a) or 3.3 (c), Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof in the following manner as may be specified by Lessor:

(a) By delivering the Equipment to Lessor at Lessee's principal place of business; or

(b) By loading the Equipment at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the destination designated by Lessor.

Lessee shall obtain all governmental authorizations to permit return of the Equipment to Lessor and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

ARTICLE IV

Rental Payments

Section 4.1 *Amount*. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms on the dates and in the amounts set forth in Exhibit "C" attached hereto. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at or to such other person or entity or at such other place as Lessor may from time to time designate by written notice to Lessee.

Section 4.2 *Portion of Rental Payments Attributable to Interest.* The portion of each Rental Payment which is paid as and is representative of interest is set forth in Exhibit "C" attached hereto.

Section 4.3 *No Right to Withhold*. Notwithstanding any dispute between Lessee, Lessor, Vendor or any other party, Lessee will make all Rental Payments when due, without withholding any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction.

Section 4.4 *Rental Payments to Constitute a Current Obligation of the Lessee*. The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any provision of Sections 10–8–6 or 11–1–1 through 11–1–2, Utah Code Annotated 1953, as amended, or Section 3, 4, or 5 of Article XIV of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the credit of the Lessee to the payment of the Rental Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Rental Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

ARTICLE V

Purchase Of Equipment

Section 5.1 *Option Purchase Price*. On any Business Day on or after November 26, 2014, Lessee may purchase the Equipment from Lessor at a price equal to the principal amount outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such date is a Rental Payment Date, in which case, the principal amount outstanding as of such date), plus accrued interest from such Rental Payment Date to such date of calculation at the rate of interest per annum in effect for the period during which the calculation is made, as set forth in Exhibit "C."

Section 5.2 *Manner of Exercise of Option*. To exercise the option, Lessee must deliver to Lessor written notice specifying the date on which the Equipment is to be purchased (the "Closing Date"), which notice must be delivered to Lessor at least thirty (30) days prior to the Closing Date specified therein. At the closing, Lessor will deliver to Lessee a bill of sale transferring the Equipment to Lessee free and clear of any lien or encumbrance created by or arising through Lessor, but without warranties, and will deliver all warranties and guarantees of Vendors of the Equipment.

Section 5.3 *Conditions of Exercise of Option*. Lessee may purchase the Equipment pursuant to the option granted by this Lease only if Lessee has made all Rent Payments when due (or has remedied any defaults in the payment of rent, in accordance with the provisions of this Lease) and if all other representations, covenants, warranties, and obligations of Lessee under this Lease have been satisfied (or all breaches of the same have been waived by Lessor in writing).

Section 5.4 *Termination Purchase*. Upon the expiration of the Term of the Lease and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased the Equipment (without the payment of additional sums) and shall be vested with all rights and title to the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section, it shall deliver to Lessee the documents specified in Section 5.2, and shall comply with the provisions of Section 5.2 relating to termination upon exercise of the option to purchase.

ARTICLE VI

Representations, Covenants, And Warranties Of Lessee And Lessor

Section 6.1 *Representations, Covenants and Warranties of Lessee*. Lessee represents, covenants, and warrants as follows:

(a) Lessee is a body corporate and politic, duly organized and existing under the Constitution and laws of the State of Utah.

(b) Lessee is authorized by the Constitution and laws of the State of Utah to enter into this Lease and to effect all of Lessee's obligations hereunder. The governing body of Lessee has executed the resolution attached as Exhibit "B" to this Lease which specifically authorizes Lessee to execute and deliver this Lease.

(c) All procedures and requirements, including any legal bidding requirements, have been met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease and all rent and other payment obligations will be paid out of funds legally available for such purpose.

(d) The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of this Lease was authorized, as evidenced by the certificate of open meeting law attached to the Resolution of Governing Body which is attached hereto as Exhibit "B."

(e) The letter attached to this Lease as Exhibit "D" is a true opinion of Lessee's counsel.

(f) Lessee will use and service the Equipment in accordance with Vendor's instructions and in such a manner as to preserve all warranties and guarantees with respect to the Equipment.

(g) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

(h) The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(i) The Equipment shall be used solely by Lessee and shall not be subject to any direct or indirect private business use.

(j) Lessee covenants and certifies to and for the benefit of Lessor throughout the term of this Lease that:

(1) No use will be made of the proceeds of this Lease, or any funds or accounts of Lessee which may be deemed to be proceeds of this Lease, which use, if it had been reasonably expected on the date of execution of this Lease, would have caused this Lease to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code;

(2) Lessee will at all times comply with the rebate requirements of Section 148(f), to the extent applicable;

(3) in order to preserve the status of this Lease as other than a "private activity bond" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease is outstanding: (I) none of the proceeds of this Lease or the Equipment financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code; and (II) no part of this Lease shall be secured in whole or in part, directly or indirectly, by any interest in any equipment used in any such "private business use" or by payments in respect of such equipment, and shall not be derived from payments in respect of such equipment;

(4) it will not take any action or omit to take any action such that would cause interest on this Lease to become ineligible for the exclusion from gross income of Lessor as provided in Section 103 of the Code.

(k) The obligations of Lessee under this lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(l) This Lease is being executed for the purpose of acquiring the Equipment and is not being issued to refund or refinance any outstanding obligation of Lessee, nor to reimburse Lessee for any expenditures made prior to sixty (60) days before the date the Governing Body (as defined in the Resolution of the Governing Body attached hereto) of the Lessee adopted the Resolution of the Governing Body attached hereto.

(m) In compliance with Section 149 (e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038–G or 8038–GC, as appropriate.

(n) Lessee has selected the Equipment and desires to lease the Equipment for use in the performance of its governmental or proprietary functions. Lessor, at Lessee's request, has ordered or shall order the Equipment and shall lease the same to Lessee as herein provided, Lessor's only role being the facilitation of the financing of the Equipment for the Lessee. Lessor will not be liable for specific performance or for damages if the supplier or manufacturer of the Equipment for any reason fails to fill, or delays in filling, the order for the Equipment. Lessee acknowledges that Lessor is not a manufacturer of or a dealer in the Equipment (or similar equipment) and does not inspect the Equipment prior to delivery to Lessee. Lessee agrees to accept the Equipment and authorizes Lessor to add the serial number of the Equipment to Exhibit "A." Lessor shall have no obligation to install, erect, test, inspect, or service the Equipment. *For purpose of this Lease and of any purchase of the Equipment*

effected under this Lease, Lessor expressly disclaims any warranty with respect to the condition, quality, durability, suitability, merchantability or fitness for a particular purpose of the Equipment in any respect, and any other representation, warranty, or covenant, express or implied. Lessor will not be liable to Lessee for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by any inadequacy, deficiency, or defect in the equipment, or by any use of the equipment, whatsoever. Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and Lessor directs Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense, subject to Lessee's obligation to reassign to Lessor all such warranties and guarantees upon Lessor's repossession of the Equipment.

(o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.

(p) There are no legal or governmental proceedings or litigation pending or, to the best knowledge of Lessee, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of this Lease

(q) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations for which its general credit or revenues are pledged.

Section 6.2 *Representations, Covenants and Warranties of Lessor*. Lessor represents, covenants, and warrants as follows:

(a) During the term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor, except upon default by Lessee as set forth in this Lease.

(b) Lessor has not caused to be created any lien or encumbrance on the Equipment except the security interest provided in Section 1.3 of this Lease.

ARTICLE VII

Events Of Default And Remedies

Section 7.1 *Events of Default Defined*. The following shall be "events of default" under this Lease and the terms, "event of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "*force majeure*" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 *Remedies on Default.* Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) With or without terminating this Lease, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease; and

(b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 7.3 *No Remedy Exclusive*. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 *Waiver of Certain Damages*. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

ARTICLE VIII

Payment Of Taxes, Fees, Permits, And Utility Services

Section 8.1 *Interpretation*. This Lease for all purposes will be treated as a net lease.

Section 8.2 *Taxes and Fees.* Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition, except any federal or state income taxes payable by Lessor on such rental or earnings. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 *Permits*. Lessee will provide all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 *Utilities*. Lessee will pay all charges for gas, water, steam, electricity, light, heat or power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

ARTICLE IX

Use, Repairs, Alterations, And Liens

Section 9.1 *Use*. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property not withstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure.

Section 9.2 *Repairs*. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 *Alterations*. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease (other than termination pursuant to Section 3.3(b) or (d), restores the Equipment to its function and manner of operation prior to the installation of such equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment installed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 *Liens*. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

ARTICLE X

Indemnification, Insurance, And Damage To Or Destruction Of The Equipment

Section 10.1 *Indemnification*. Lessee assumes liability for and agrees to indemnify Lessor from and against any and all liability (including attorney's fees) of any nature imposed upon, incurred by, or asserted against Lessor which in any way relates to or arises out of ownership, delivery, lease, possession, use, operation, condition, sale, or other disposition of the Equipment. Notwithstanding anything contained in this Section to the contrary, Lessor shall not be indemnified for, or relieved of, any liability which may be incurred from Lessor's breach of this Lease.

Section 10.2 *Insurance*. Lessee at Lessor's option will either self insure, or at its cost, will cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Equipment, with all such coverages to be in such amounts sufficient to cover the value of the Equipment at the commencement of this Lease (as determined by the purchase price paid by Lessor for the Equipment), and to be in such forms, to cover such risks, and with such insurers, as are acceptable to Lessor. A combination of self–insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Lessor to be the named insured on such policies as its interest under this Lease may appear. Insurance proceeds from insurance policies or budgeted amounts from self–insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Lessor to the extent of the sum of the Option Purchase Price of the Equipment at the time of its damage or destruction and all amounts due and owing hereunder. Lessee will deliver to Lessor the policies or evidences of insurance satisfactory to Lessor, if any, together with receipts for the initial premiums before the Equipment is delivered to Lessee. Renewal policies, if any, together with receipts showing payment of the applicable premiums will be delivered to Lessor at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Lessor, such insurer will agree that it will give Lessor at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workmen's compensation insurance covering all employees working on, in, or about the Equipment, and will require any other person or entity working on, in, or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverages throughout the Term of this Lease.

Section 10.3 *Damage to or Destruction of the Equipment*. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost within thirty (30) days after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Lessor under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Lessor to the extent of the then remaining portion of the Rental Payments to become due during the Term of this Lease less that portion of such Rental Payments attributable to interest which will not then have accrued. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect

regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Equipment and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE XI

Miscellaneous

Section 11.1 *Assignment and Sublease by Lessee*. Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 *Assignment by Lessor*. The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) notice of any such assignment, transfer or other disposition is given to Lessee at least five (5) days prior thereto; (2) prior to any such assignment, transfer or other disposition, the name and address of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease; and (3) prior to any such assignment, transfer or other disposition, this Lease must be surrendered to Lessee and the interest of any such assignee or transferee indicated on the face hereof and after such notation hereon, Lessee will redeliver this Lease to the new owner or owners hereof. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 *Lessor's Right to Perform for Lessee*. If Lessee fails to make any payment or fails to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon as herein provided, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 *Addresses*. All notices to be given under this Lease will be made in writing and mailed or delivered by registered or certified mail, return receipt requested to the following addresses until either Lessee or Lessor gives written notice to the other specifying a different address:

(a) if to Lessee, at Syracuse City, Utah, 1979 West 1900 South, Syracuse, UT 84075. Attention: Stephen Marshall.

(b) if to Lessor, at Zions First National Bank, One South Main Street, 17th Floor, Salt Lake City, Utah, 84133. Attention: Public Financial Services.

Section 11.5 *Manner of Payment.* All payments by Lessee will be made in cash, by certified or cashier's check, or by other manner acceptable to Lessor.

Section 11.6 *Nonwaiver*. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation contained herein or imposed hereby may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 *Severance Clause*. Any provision in this Lease which is prohibited by Law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 *Entire Agreement; Addendum*. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 *Amendments*. This Lease may be amended only by a written document signed by Lessor and Lessee, or their respective successors and assigns.

Section 11.10 *Inurement.* Subject to the restrictions in Section 11.1 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 *Governing Law*. This Lease is governed by the laws of the State of Utah.

Section 11.12 *Headings*. Headings used in this Lease are for convenience of reference only and the interpretation of this Lease will be governed by the text only.

Section 11.13 *Offset*. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set–off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment or any restriction or interference with Lessee's use of the Equipment.

Section 11.14 *Interest*. If Lessee fails to pay any Rental Payment or other amount due hereunder within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the rate of one percent (1%) per month.

Section 11.15 *Nature of this Agreement*. Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured

party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and that Lessor neither has nor will have any equity in the Equipment.

Section 11.16 *Set–Up Fee*. As additional consideration for the rights herein granted to Lessee, Lessee agrees to pay Lessor a commencement or set–up fee of Zero ($ .00) on the date this Lease is executed.

Section 11.17 *Designation of Issue for Tax Purposes*. In accordance with Section 265 of the Code, Lessee hereby designates this Lease as an issue qualifying for the exception for certain qualified tax–exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax–exempt interest. Lessee reasonably anticipates that the total amount of tax–exempt obligations [other than (i) private activity bonds, as defined in Section 141 of the Code (a qualified 501 (c)(3) bond, as defined in Section 145 of the Code, and any bond issued to refund certain obligations issued before August 8, 1986 as described in Section 265 (b)(3)(B)(ii)(II) of the Code not being treated as a private activity bond for this purpose), (ii) any obligation to which Section 141 (a) of the Code does not apply by reason of Sections 1312, 1313, 1316 (g) or 1317 of the Tax Reform Act of 1986 and which is described in Section 265 (b)(3)(C)(ii)(II) of the Code, and (iii) any obligation issued to refund (other than to advance refund within the meaning of Section 149 (d)(5) of the Code) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation] which will be issued by the Lessee and by any aggregated issuer during the current calendar year will not exceed $10,000,000.

Section 11.18 *Exhibits*. This Lease shall not be effective as against Lessor until such time as all Exhibits attached hereto, consisting of Exhibits “A” through “E,” inclusive, are completed to the satisfaction of Lessor and delivered to Lessor.

EXHIBITS

Exhibit A ..... Description Of Equipment
Exhibit B ..... Resolution Of Governing Body
Exhibit C ..... Payment Schedule
Exhibit D ..... Opinion Of Lessee's Counsel
Exhibit E ..... Delivery and Acceptance Certificate

Executed this _____ day of _____, 20_____.

Lessor:

Zions First National Bank

By _____
Johnathan Ward, Vice President

Lessee:

Syracuse City, Utah

By _____
Terry Palmer, Mayor

EXHIBIT A

Description Of Equipment

Quantity	Description/Serial Numbers
11	8) 2015 Ford AWD Police Interceptor Sedan 2) 2015 Ford AWD Police Interceptor Utility K-9 1) 2014 Ford F150 4x4 Code Enforcement Truck All vehicles include equipment

_____

Initials of Lessee Signatory

EXHIBIT B

Resolution Of Governing Body

Extract Of Minutes

November 19, 2014

Syracuse City, Utah

The City Council (the "Governing Body") of Syracuse City, Utah met in special session at its regular meeting place in Syracuse City, Utah on November 19, 2014, with the following members of the Governing Body present:

Terry Palmer ..... Mayor

Karianne Lisonbee ..... Council Member
Craig Johnson ..... Council Member
Douglas Peterson ..... Council Member
Brian Duncan ..... Council Member
Mike Gailey ..... Council Member

Also present:

Cassie Z. Brown.....City Recorder

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, the following resolution was introduced in written form, discussed, and pursuant to motion duly made by Council Member _____ and seconded by Council Member _____ was adopted by the following vote:

YEA:

NAY:

The resolution was then signed by the _____ in open meeting and recorded by the _____. The resolution is as follows:

A resolution approving the form of the Equipment Lease Agreement with Zions First National Bank, Salt Lake City, Utah. Finding that it is in the best interests of Syracuse City, Utah to enter into said Agreement, and authorizing the execution and delivery thereof.

Whereas, the City Council (the "Governing Body") has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

Whereas, the Governing Body has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to Syracuse City, Utah; and

Whereas, the Governing Body has taken the necessary steps including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

Be it resolved by the Governing Body of Syracuse City, Utah as follows:

Section 1. The terms of said Equipment Lease Agreement are in the best interests of Syracuse City, Utah for the leasing of the equipment described therein.

Section 2. The Mayor and City Recorder are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of Syracuse City, Utah.

Section 3. The officers of the Governing Body and Syracuse City, Utah are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

Adopted and approved this _____ day of _____, 20_____.

By _____

Terry Palmer, Mayor

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

I, Cassie Z. Brown hereby certify that I am the duly qualified and acting City Recorder of Syracuse City, Utah.

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a special meeting of the City Council including a Resolution adopted at said meeting held on November 19, 2014, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____ _____, 20_____.

In witness whereof, I have hereunto set my hand and affixed the corporate seal of Syracuse City, Utah this _____ day of _____, 20_____.

By _____
Cassie Z. Brown, City Recorder

[S E A L] ↑

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

I, Cassie Z. Brown, the duly qualified City Recorder of Syracuse City, Utah do hereby certify:

(a) that in accordance with the requirements of Section 52-4-202 (2), Utah Code Annotated (1953), as amended, public notice of the 20____ Annual Meeting Schedule of the City Council (the "Governing Body") of Syracuse City, Utah was given, specifying the date, time and place of the regular meetings of the Governing Body scheduled to be held during the year, by causing a Notice of Annual Meeting Schedule for the Governing Body to be posted on _____ _____, 20____, at the principal office of the Governing Body at Syracuse City, Utah; said Notice of Annual Meeting Schedule having continuously remained so posted and available for public inspection during regular office hours of the undersigned until the date hereof; and causing a copy of the Notice of Annual Meeting Schedule to be provided on _____ _____, 20____ to at least one newspaper of general circulation within the geographic jurisdiction of Syracuse City, Utah, or to a local media correspondent;

(b) that in accordance with the requirements of Section 52-4-202 (1), Utah Code Annotated (1953), as amended, public notice of the special meeting of the Governing Body on November 19, 2014, was given by specifying in a Notice of Special Meeting the agenda, date, time and place of the meeting and by causing the Notice of Special meeting to be posted at the principal office of the Governing Body on the _____ day of _____, 20_____ a date not less than 24 hours prior to the date and time of the Governing Body's special meeting, and to be provided on the _____ day of _____, 20_____, to at least one newspaper of general circulation within the geographic jurisdiction of Syracuse City, Utah, or to a local media correspondent.

In witness whereof, I have hereunto set my hand and affixed the official seal of Syracuse City, Utah this _____ day of _____, 20_____.

By _____
Cassie Z. Brown, City Recorder

[S E A L] ↑

EXHIBIT C

Payment Schedule

Lessee: Syracuse City, Utah

Date of Lease: November 26, 2014

Amount Due: $400,500.00

1. Interest has been computed at the rate of 1.62% per annum. Interest shall accrue from the Commencement Date.

2. Rental payments shall be due annually commencing November 26, 2015. The payments set forth on the attached debt service schedule shall be due on the 26th day of November up to and including November 26, 2018.

3. The Option Purchase Price, on any given date of calculation, is equal to the Principal Outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such calculation date is a Rental Payment Date, in which case, the Principal Outstanding as of such date) plus accrued interest from such Rental Payment Date at the rate set forth in paragraph number 1 above.

[Please see the attached Debt Service Schedule]

The remainder of this page has been intentionally left blank

Syracuse City, Utah

$400,500 Equipment Lease Purchase

Dated November 26, 2014

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/26/2014	-	-	-	-
11/26/2015	97,724.54	1.620%	6,488.10	104,212.64
11/26/2016	99,307.68	1.620%	4,904.96	104,212.64
11/26/2017	100,916.47	1.620%	3,296.18	104,212.65
11/26/2018	102,551.31	1.620%	1,661.33	104,212.64
Total	**$400,500.00**	**-**	**$16,350.57**	**$416,850.57**

Yield Statistics

Bond Year Dollars	$1,009.29
Average Life	2.520 Years
Average Coupon	1.6199998%
Net Interest Cost (NIC)	1.6199998%
True Interest Cost (TIC)	1.6199998%
Bond Yield for Arbitrage Purposes	1.6199998%
All Inclusive Cost (AIC)	1.6199998%

IRS Form 8038

Net Interest Cost	1.6199998%
Weighted Average Maturity	2.520 Years

Initials of Lessee Signatory

EXHIBIT D

Opinion Of Lessee's Counsel

(Use Attorney's Letterhead)

To: Zions First National Bank
One South Main Street
Salt Lake City, Utah 84111

Gentlemen:

As counsel for Syracuse City, Utah ("Lessee"), I have examined duly executed originals of Equipment Lease Agreement (the "Lease") dated November 26, 2014, between the Lessee and Zions First National Bank, Salt Lake City, Utah ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah.

2. The Lease has been duly authorized, executed, and delivered by Lessee.

3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of the Lease was authorized.

4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditors' rights generally.

5. The Lease is in accordance with and does not violate the usury statutes of the State of Utah, if any.

6. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.

7. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.

_____

Attorney for Lessee

EXHIBIT E

Delivery And Acceptance Certificate

To: Zions First National Bank

Reference is made to the Equipment Lease Agreement between the undersigned ("Lessee"), and Zions First National Bank ("Lessor"), dated November 26, 2014, ("the Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. The serial number for each item of Equipment which is set forth on Exhibit "A" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

Syracuse City, Utah

_____
Witness

By: _____
(Authorized Signature)

_____
(Print name and title)

Date: _____

SYRACUSE CITY

Syracuse City Council Regular Meeting Agenda
November 19, 2014 – 7:00 p.m.
City Council Chambers
Municipal Building, 1979 W. 1900 S.

1. Meeting called to order
   Invocation or thought
   Pledge of Allegiance
   Adopt agenda

2. Presentation of the Syracuse City and Wendy's "Award for Excellence" to Carissa Carbine and Kennyan Bronson.

3. Approval of Minutes:
   a. Work Session of October 14, 2014
   b. Regular Meeting of October 14, 2014
   c. Work Session of October 28, 2014

4. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.

5. Final Plat Approval, Trailside Park Subdivision Phase Eight, located at approximately 1900 W. 3000 S., applicant Ovation Homes, LLC.

6. Public Hearing: Proposed Resolution R14-38 adjusting the Syracuse City budget for the Fiscal Year ending June 30, 2015.

7. Public Hearing: Proposed Resolution R14-39 adopting City policy to allow for consideration of financial hardship relative to ambulance billing and amending the Syracuse City Consolidated Fee Schedule accordingly.

8. Proposed resolution R14-40 authorizing the issuance and sale by the Municipal Building Authority of Syracuse City, Utah, of its Lease Revenue Refunding Bonds, Series 2014, in the aggregate principal amount of not to exceed $6,800,000; and related matters.

9. Authorize Mayor Palmer to execute Lease Purchase Agreement with Zion's Bank.

10. Councilmember Reports

11. Mayor Report

12. City Manager Report

13. Adjourn

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In compliance with the Americans Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the City Offices at 801-825-1477 at least 48 hours in advance of the meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 13th day of November, 2014 at Syracuse City Hall on the City Hall Notice Board and at http://www.syracuseut.com/. A copy was also provided to the Standard-Examiner on November 13, 2014.

CASSIE Z. BROWN, CMC
SYRACUSE CITY RECORDER
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COUNCIL AGENDA

November 19, 2014

Agenda Item **#2** Presentation of the Syracuse City and Wendy's "Award for Excellence" to Carissa Carbine and Kennyon Bronson.

Factual Summation

- Any questions regarding this item can be directed at CED staff. Please see the attached memos regarding the Award recipients for November 2014.

Recommendation

The Community & Economic Development Department hereby recommends that the Mayor and City Council present the "Syracuse City & Wendy's Award for Excellence to Carissa Carbine and Kennyon Bronson.

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Mayor
Terry Palmer

City Council
Brian Duncan
Craig Johnson
Karianne Lisonbee
Douglas Peterson
Larry D. Shingleton

Interim City Manager
Steve Marshall

MEMORANDUM

To: Mayor and City Council

From: Community & Economic Development Department

Date: November 19, 2014

Subject: Presentation of the Syracuse City & Wendy's Award for Excellence to Carissa Carbine and Kennyan Bronson

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Background

The City wishes to recognize citizens who strive for excellence in athletics, academics, arts and/or community service. To that end, in an effort to recognize students and individuals residing in the City, the Community and Economic Development, in conjunction with Jeff Gibson, present the recipients for the "Syracuse City & Wendy's Award for Excellence."

"Syracuse City & Wendy's Award for Excellence"

This monthly award recognizes the outstanding performance of a male and female who excel in athletics, academics, arts and/or community service. The following are the individuals selected for the award and the reasoning for their selection:

Carissa Carbine

Carissa is a student at Clearfield High School. Carissa is one of the best students in her Psychology class. She turns her work in on time, and it is of the highest quality. She helps other students understand psychological concepts and how things are to be done. She displays great attention to detail in her work. She is noted to be 'Super organized, thoughtful and responsible, Great Kid' in her American History Class. She is very versatile, athletic and scholar. Her English Teacher says that Carissa reaches out to her classmates and finds ways to sincerely speak with them. She works hard and either already knows the answer to questions, or works until she does. It is quoted from staff that Carissa is a teacher's dream student.

Nominated by Rick Gildersleeve, LeNina Wimmer, and Kory S. Wood. Clearfield High School Staff

Kennyan Bronson

Kennyan is not afraid to work hard. He is very determined to succeed and knows what it takes to reach his goals. He is always helping out without being asked and can be trusted to follow through on any task or assignment given to his charge. He is polite and friendly and a very conscientious student, who is appreciated by teachers in their classes. Kennyan is a well-rounded young man, and takes challenging classes and gets good grades. He has a warm smile and a quiet, kind, friendly personality that makes Clearfield High School a better place! He is very bright and unassuming, intelligent. It is said that he is one of the smartest students in his class and teachers wish all students were like him.

Nominated by Dave Wykstra, Kathy Edgel, and Stacey Sheridan. Clearfield High School Staff

Both students will:

- Receive a certificate and be recognized at a City Council meeting
- Have their picture put up in City Hall and the Community Center
- Have a write up in the City Newsletter, Facebook, Twitter, and website
- Be featured on the Wendy's product TV
- Receive $10 gift certificate to Wendy's

Recommendation

The Community & Economic Development Department hereby recommends that the Mayor and City Council present the "Syracuse City & Wendy's Award for Excellence" to Carissa Carbine and Kennyan Bronson.

COUNCIL AGENDA

November 19, 2014

Agenda Item **#3** Approval of Minutes.

Factual Summation

- Please see the draft minutes of the following meeting(s):
    a. Work Session Meeting of October 14, 2014.
    b. Regular Meeting of October 14, 2014.
    c. Work Session Meeting of October 28, 2014.

- Any question regarding this agenda item may be directed at Cassie Brown, City Recorder.

DRAFT

Minutes of the Syracuse City Council Work Session Meeting, October 14, 2014

Minutes of the Work Session meeting of the Syracuse City Council held on October 14, 2014, at 6:00 p.m., in the Council Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Mike Gailey
Craig A. Johnson (arrived at 6:30 p.m.)
Karianne Lisonbee (participated via telephone)
Douglas Peterson

Mayor Terry Palmer
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
Finance Director Steve Marshall
Police Chief Garret Atkin
Fire Chief Eric Froerer
Parks and Recreation Director Kresta Robinson

The purpose of the Work Session was to review the agenda for the business meeting to begin at 7:00 p.m.; review the City's truancy ordinance; discuss potential to refinance 2006 Municipal Building Authority (MBA) Bonds; review the scope and fee for the Syracuse City Parks and Recreation Master Plan; review items forwarded by the Planning Commission; and discuss Council business.

6:05:15 PM

Agenda review

Mayor Palmer briefly reviewed the agenda for the business meeting to begin at 7:00 p.m.

6:18:51 PM

Review of City's truancy ordinance

A staff memo from City Manager Bovero explained that per the request of Councilmember Lisonbee, the Mayor has placed this issue on the agenda for discussion. The City's truancy law is governed by Chapter 12 Section 10.020, which is attached. Below is a summary of the law:

- Minors are restricted from loitering in public places, restricted dwellings, or any unsupervised place during normal school hours, for the school that applies.

- Parents of minors are also responsible when their child is in violation.
- Section C of 12.10.020 lists defensible reasons for a minor to legally act in contrary to the restrictions in this law.
- Prior to taking any enforcement action, police officers are required to ask minors their age and reason for being in the public place or other restricted area. Reasons under Section C would eliminate the police officer's need for enforcement.
- Upon any violation, a police officer may take the minor into custody or issue a citation. If in custody, the police officer must take the minor to the principal of the designated school, or release the minor to a place approved by the school board.
- If unable to release the minor to the school, the police officer may release the minor to his/her parent or guardian.
- If cited, both the minor and parent are to appear in youth court or Juvenile Court.
- The parent shall not be cited, unless the minor has been previously cited and the parent has been warned previously.
- The violation is a Class C misdemeanor. First offense is a minimum of $50, subsequent offense is a minimum of $100. The court may also apply other penalties such as community service.

6:19:05 PM

Councilmember Lisonbee stated she asked for this item to be on the agenda after being contacted by a citizen who is concerned about the City's involvement in this matter; she asked that the City trust parents to handle truancy issues without the City's involvement.

Mayor Palmer asked Councilmember Lisonbee if she has any particular concerns about the City's code. Councilmember Lisonbee stated she does not have the documentation in front of her currently, but noted the citizen that contacted her had some good ideas about potential code amendments. Mayor Palmer asked Police Chief Atkin to provide a brief description of how the Police Department addresses truancies. Chief Atkin stated there have only been 10 truancy citations since January 1, 2013. He noted his officers are not actively looking for truant children. Councilmember Peterson stated there are State laws in place that require children to be in school during school hours. Chief Atkin agreed and noted he compared the City's ordinance with the ordinances used in Layton and Clearfield and they closely mirror one another.

Councilmember Peterson stated the City may be able to use the State law to address the issues. Councilmember Lisonbee agreed and referenced the section of State Code that addresses the issue, but provides exceptions for things like home-schooling. There was a brief discussion regarding enforcement of State Code and the City's ordinance, with Chief Atkin noting that most truancy issues are referred to the City's youth court. Councilmember Lisonbee asked that City Attorney review State Code and compare it to the City's ordinance regarding truancy in preparation of having an additional discussion about the matter at a future meeting. City Manager Bovero asked if it would be the policy of the Council that the City's ordinance not be more restrictive than State Code. Councilmember Lisonbee stated she would prefer that the City's ordinance not be stricter than State Code. Councilmember Duncan stated he would appreciate a comparison of the City's ordinance with State Code.

6:07:30 PM

Discuss potential to refinance 2006 Municipal Building Authority Bonds

A memo from the Finance Director explained the City has an opportunity to refinance our 2006 MBA Lease Revenue Bonds. The 2006 bond was used to construct City Hall, renovate the police Department, and add an addition to the Public Works building. The Municipal Building Authority is a separate legal entity from Syracuse City Corporation. It was established in August 2006 to allow the City to streamline the funding and construction of city facilities. The MBA borrows funding, constructs facilities, and leases them to the City. The lease payments made by the City provide the revenue for the MBA to make the debt payments. Eventually the debt will be paid off and the properties will be deeded to the City. The executive board of the MBA is comprised of the Mayor and Council members of Syracuse City. Typically the industry standard for moving ahead with a bond refinance is 3%; meaning the savings we recognize from the refinance should exceed 3% of the refunded principal. In this case, we exceed this industry standard because our projected savings would be 3.69% of the refunded principal. The 3.69% savings is also a net calculation after all the issuance costs have been paid. This means that the city would not have to pay anything at the close of the refinance. We would wrap up the closing costs and costs of issuance into the repayment schedule. By wrapping up the closing costs, the principal outstanding would actually increase over the current amount outstanding; however, the savings would be recognized in lower interest payments. Even with the higher principal amount, the savings per year would be $19,000 or $266,000 over the remaining life of the 14-year bond.

The refinance would not extend the term of the bond; it would simply keep the repayment schedule the same (in terms of years remaining).

6:07:44 PM

Mr. Marshall reviewed his staff memo.

6:11:41 PM

Councilmember Peterson stated that he spoke to Jonathan Ward from Zion's Bank recently and he recommended the City proceed with this action.

6:13:09 PM

The Council had a brief discussion regarding the use of the savings, with the suggestion to put the $266,000 towards the principle amount of the bond. Mr. Marshall stated such an action would save the City $266,000 on the final bond payment. He noted the bond will still be paid off in 2028. Councilmember Duncan wondered if it would be better to wait until 2016 to refinance the bond in order to avoid the costs associated with refinancing within 10-years of the bond issuance date. Mr. Marshall stated there will still be costs associated with refinancing in 2016, but he can do some research to determine what those costs could be. City Manager Bovero added that there is not a large demand for financing due to current economic conditions, which is likely why the City is able to get low rates for the bond. Mr. Marshall concluded the discussion by reviewing the next steps for proceeding with the bond refinance and the Council concluded they are comfortable proceeding with inviting bids for the refinance.

6:31:33 PM

Review agenda item 5: Scope and fee for Syracuse City Parks and Recreation Master Plan.

A staff memo from City Planner Schow explained that as Syracuse continues to grow at a steady rate, we now have the need for a Parks and Recreation Master Plan to guide and direct future development in order to fulfill our open space and recreation demands. The City staff has been working with the Engineering group JUB to contract out the development of a Master Plan. The basic components of the contract include the following:

- Meeting & Project Management $9,750.00

- Inventory 4,375.00
- Analysis 13,300.00
- Final Master Plan 6,300.00
- Public Survey 5,250.00
- Stakeholder Survey 4,825.00
- Alternative Task Public Involvement 6,150.00
- **Grand Total $49,950.00**

The memo concluded the Parks Advisory Committee reviewed the draft proposal and concluded that the City would benefit from two surveys and that City staff and the committee could be responsible for any additional public involvement. The Engineering Company adjusted the proposal to include two surveys and an alternative option to include public involvement.

6:31:46 PM

Ms. Schow reviewed her staff memo. Mr. Bovero provided input regarding the benefits of the surveys, after which the Council engaged in a discussion regarding the best way to go about completing the survey. The Council was hesitant to pay a contractor $6,000 for the public involvement portion of the project and concluded to continue discussion during the business meeting before making a decision regarding the breakdown of the tasks to be assigned to the contractor and the tasks to be assigned to staff.

6:45:52 PM

Review items forwarded by the Planning Commission: Final Plat Approval, Avery Gardens Subdivision, located at approximately 1525 W. 2700 S., applicant NS Group Holdings, LLC.

A staff memo from the Community Development Department explained all requirements and standards of Subdivision have been met. The project outline is as follows:

Rezone Approval

Planning Commission September 2, 2014

City Council September 9, 2014

Sketch Plan Approval

Planning Commission September 6, 2014

Preliminary Plan Approval

Planning Commission October 7, 2014

Final Plat

Planning Commission October 7, 2014

The development consists of six lots on 2.92 acres. The Planning Commission recommends approval to the City Council for the Final Plat of Avery Gardens Subdivision, request NS Group Holdings LLC, property located at approximately 1525 W 2700 S, subject to all applicable requirements of the City's municipal codes and city staff reviews.

6:46:04 PM

Community Development Director Christensen reviewed her staff memo.

6:46:45 PM

Review items forwarded by the Planning Commission: Final Plat Approval, Trails Edge Subdivision Phases 1 and 2, located at approximately 3250 W. 700 S., applicant Mark Sandberg.

A staff memo from the Community Development Department explained all requirements and standards of Subdivision have been met. The project outline is as follows:

General Plan Approval

Planning Commission April 15, 2014

City Council May 13, 2014

Rezone Approval R-3

Planning Commission June 3, 2014

Council Approval June 10, 2014

Rezone Approval R-1

Planning Commission July 1, 2014

Council Approval July 8, 2014

Sketch Plan Approval

Planning Commission June 17, 2014

Preliminary Plan Approval

Planning Commission August 19, 2014

Final Plat

Planning Commission October 7, 2014

The development consists of 2 phases consisting of 46 lots on 16.91 acres. The memo concluded the Planning Commission recommends approval to the City Council for the Final Plat of Trails Edge Subdivision, Ph. 1 & 2, requested by Mark Sandberg, property located at approximately 3250 W 700 S, subject to all applicable requirements of the City's municipal codes and city staff reviews.

6:46:55 PM

Community Development Director Christensen reviewed her staff memo.

6:47:50 PM

Review items forwarded by the Planning Commission: Final Plat Approval, Cooks Quarters Subdivision, located at approximately 2600 W. 700 S., applicants Sarah and Steven Cook.

A staff memo from the Community Development Department explained all requirements and standards of Subdivision have been met. The project outline is as follows:

Rezone Approval

Planning Commission August 16, 2014

City Council September 9, 2014

Sketch Plan Approval

Planning Commission August 16, 2014

Preliminary Plan Approval

Planning Commission October 7, 2014

Final Plat

Planning Commission October 7, 2014

The development consists of 2 lots on 0.82 acres. The memo concluded the Planning Commission recommends approval to the City Council for the Final Plat of Cooks Quarters Subdivision, request Sarah & Steven Cook, property located at approximately 2600 W 700 S, subject to all applicable requirements of the City's municipal codes and city staff reviews.

6:48:01 PM

Community Development Director Christensen reviewed her staff memo.

6:48:39 PM

Council business

Mayor Reported former Councilmember Alan Nance passed away over the weekend and he expressed condolences to Mr. Nance's family.

Mr. Bovero referenced the National Incident Management System (NIMS) training class tracking chart for staff and the Governing Body and reminded everyone that if they complete all required training prior to October 31 he will provide dinner at the November 19 City Council meeting.

Mayor Palmer reported SBOSS will host a trunk or treat event at RC Willey on October 27 and they asked for a public safety presence at the event.

The meeting adjourned at 6:53 p.m.

_____ _____

Terry Palmer
Mayor

Cassie Z. Brown, CMC
City Recorder

Date approved: _____

DRAFT

Minutes of the Syracuse City Council Regular Meeting, October 14, 2014.

Minutes of the Regular meeting of the Syracuse City Council held on October 14, 2014, at 7:07 p.m., in the Council Chambers, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Mike Gailey
Craig A. Johnson
Douglas Peterson

Mayor Terry Palmer
City Manager Brody Bovero
City Recorder Cassie Z. Brown

Excused: Councilmember Karianne Lisonbee

City Employees Present:
Finance Director Steve Marshall
Public Works Director Robert Whiteley
Fire Chief Eric Froerer
Police Chief Garret Atkin
Parks and Recreation Director Kresta Robinson
Community Development Director Sherrie Christensen

7:07:32 PM

1. Meeting Called to Order/Adopt Agenda

Mayor Palmer called the meeting to order at 7:07 p.m. as a regularly scheduled meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember. Councilmember Peterson provided an invocation. Boy Scout Mitchell Cheney, Senior Patrol Leader for his Boy Scout Troop, then led all present in the Pledge of Allegiance.

7:09:24 PM

COUNCILMEMBER GAILEY MOVED TO ADOPT THE AGENDA. COUNCILMEMBER JOHNSON SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Lisonbee was not present when this vote was taken.

7:09:51 PM

2. Presentation of the Syracuse City and Wendy's "Award for Excellence"

To David Lanning and Sage Hopkins.

The City wishes to recognize citizens who strive for excellence in athletics, academics, arts and/or community service. To that end, in an effort to recognize students and individuals residing in the City, the Community and Economic Development, in conjunction with Jeff Gibson, present the recipients for the "Syracuse City & Wendy's Award for Excellence". This monthly award recognizes the outstanding performance of a male and female who excel in athletics, academics, arts, and/or community service. The monthly award recipients will each receive a certificate and be recognized at a City Council meeting; have their photograph placed at City Hall and the Community Center; be written about in the City Newsletter, City's Facebook and Twitter Feed, and City's website; be featured on the Wendy's product television; and receive a $10 gift certificate to Wendy's.

Mayor Palmer noted both teens receiving the award for September 2014 were nominated by the West Point Junior High School Principal.

<u>David Lanning</u>

David Lanning is a 9th grade student at West Point Jr. High School. He is an excellent student and maintains an A grade average. He has honors level classes in Math and Science. David is an outstanding Spanish student and is also in the highest level of Spanish that is offered. He excels in his computer technology class. He is an Eagle Scout and enjoys playing basketball. David has also offered to help work with special need students. We are proud to have David as a student at West Point Jr. High

<u>Sage Hopkins</u>

Sage Hopkins is an 8th grade student at West Point Jr. High. She is an excellent student and maintains a 4.0 grade point average. She accomplishes this while taking honor level classes in English and History. She is an excellent help at our school and contributes by working with special needs children. She also excels in Spanish. Sage is an excellent soccer player and is in a comp league. West Point Jr. High is proud to have a student and person like her in our school.

Mayor Palmer then reported that former Councilmember Alvin Nance passed away over the weekend; Mr. Nance spent many years serving Syracuse City. Mayor Palmer expressed his condolences to Mr. Nance's family.

7:16:04 PM

3. Approval of Minutes:

The following minutes were reviewed by the City Council: Work Session of August 26, 2014, Work Session of September 9, 2014, Regular Meeting of September 9, 2014, Work Session of September 23, 2014, and Special Meeting of September 23, 2014.

7:17:18 PM

COUNCILMEMBER PETERSON MADE A MOTION TO APPROVE THE MINUTES LISTED ON THE AGENDA. COUNCILMEMBER GAILEY SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Lisonbee was not present when this vote was taken.

7:17:39 PM

4. Public Comments

Angela Hunter stated she is Edwin Kimber's granddaughter; Mr. Kimber served as a volunteer firefighter for the Syracuse City Fire Department for 29 years. She stated he recently passed away and her family wanted to express gratitude for the condolences the Syracuse Fire Department offered them in their time of need; the Fire Department honored him with a professional honor guard and that service was very humbling. They also sent a fire engine to the mortuary and her family can't thank the City enough for the recognition. She stated her grandfather loved Syracuse and his family thanks the City for returning that love.

7:19:17 PM

Steve Cook stated that he would like to propose that the City Council consider a streamlined subdivision approval process for small lot subdivisions, such as the simply Cook Quarter Subdivision that is on the agenda tonight for final approval. He stated that the Planning Commission allowed him to combine the preliminary and final plat approval steps into one, which he was extremely grateful for, but he would like to see the same streamlined process extended to other applicants in similar situations where they want to divide such a small parcel of land. He thanked the Council for their consideration.

7:20:11 PM

5. Award planning services contract for the City Parks and Recreation Master Plan.

A staff memo from City Planner Schow explained that as Syracuse continues to grow at a steady rate, we now have the need for a Parks and Recreation Master Plan to guide and direct future development in order to fulfill our open space and recreation demands. The City staff has been working with the Engineering group JUB to contract out the development of a Master Plan. The basic components of the contract include the following:

- Meeting & Project Management $9,750.00
- Inventory 4,375.00
- Analysis 13,300.00
- Final Master Plan 6,300.00
- Public Survey 5,250.00
- Stakeholder Survey 4,825.00
- Alternative Task Public Involvement 6,150.00
- **Grand Total $49,950.00**

The memo concluded the Parks Advisory Committee reviewed the draft proposal and concluded that the City would benefit from two surveys and that City staff and the committee could be responsible for any additional public involvement. The Engineering Company adjusted the proposal to include two surveys and an alternative option to include public involvement.

7:20:26 PM

Ms. Schow reviewed her staff memo.

7:23:31 PM

Councilmember Gailey inquired as to the Parks Committee's position regarding the alternative task public involvement portion of the agreement. Ms. Schow stated the concern expressed by the Committee dealt with the turnout for the public involvement event and whether the time and money spent on the event would be worth that turnout. They wondered whether the City would benefit more by using a stakeholder survey.

7:24:11 PM

Councilmember Duncan wondered if it would be better to publish a request for proposal for the services being proposed to determine if the overall cost could be decreased; he felt $49,000 is a large amount of money to spend on a parks master plan. Ms. Schow stated she would typically recommend requesting bids for the service, but she feels it would be more advantageous to use JUB because the City has been in need of the plan for some time in order to keep pace with residential growth in the City. City Manager Bovero added that the City has an existing umbrella agreement for contracted planning services with JUB and the scope of developing a parks master plan can be attached to that agreement. Councilmember Duncan reiterated his concern that the cost for the service is so high. Mr. Bovero stated the Council packet includes the scope of services and JUB will provide a very detailed analysis; he concluded it is up to the Council to determine whether the service to be provided is worth the amount of money being requested. Council discussion regarding the proposed scope of service with a focus on using staff or members of the Parks Committee to complete some of the tasks in the scope, such as the alternative task public involvement portion of the scope. Councilmember Duncan reiterated he feels the City should publish an RFP for the service to ensure the City is getting the best cost. The Council discussed and debated the issue with Mr. Bovero noting the expected study time is six months and the budget that has been adopted for the service is $50,000 from the impact fee fund. Councilmember Duncan inquired as to the length of time publishing an RFP would slow the process down. Community and Economic Development Director Christensen stated an RFP would add two months to the process, but the biggest problem is that publishing an RFP would create unfair competition because JUB's prices are now public knowledge. She noted JUB has worked on similar plans for other cities and they are great and have served those cities very well. She noted that staff has negotiated the price with JUB and feels this is the lowest price JUB will complete the project for. She noted staff will assume responsibility for the public involvement portion of the project if necessary. General discussion regarding the scope of services continued.

7:44:36 PM

COUNCILMEMBER PETERSON MADE A MOTION TO AWARD THE PLANNING SERVICES CONTRACT FOR THE CITY PARKS AND RECREATION MASTER PLAN TO JUB ENGINEERS INCLUDING ITEMS 1-6 ON THE SCOPE OF SERVICES FOR A TOTAL OF $43,800. COUNCILMEMBER GAILEY SECONDED THE MOTION; ALL VOTED IN FAVOR, WITH THE EXCEPTION OF COUNCILMEMBER DUNCAN WHO ABSTAINED. Councilmember Lisonbee was not present when this vote was taken.

7:45:51 PM

6. Proposed Resolution R14-36 permitting Davis County Animal Care and Control to conduct the Trap, Neuter, Return five-year pilot program in Syracuse City.

A memo from the City Manager explained Davis County approached Syracuse City to allow the participation of a county-wide pilot program to better contain the population of feral cats. Below is a summary of the program:

Definitions:

Sterilized: General term for an animal that has been spayed or neutered.

Eligible: Any feral cat that is healthy and shows no signs of ownership.

Ear Tipped: Top ¼ of the ear is cut off as to identify the cat as one that has been sterilized.

All feral cats that are eligible will be sterilized (Spayed & Neutered), vaccinated and have their ear tipped.

- State law is 5 day stray holding period. Community cat act is an exception that feral cats don't have to wait the 5 days stray holding period.

After surgery, the cats will be released back to the area they were trapped in.

- No reproduction, but still managing rodent population
- Filling the space a non-sterilized/non vaccinated cat would take if the first cat was originally euthanized.
- Less stress on shelter staff
- In 5yr pilot program impounds should drop significantly. Less money charged to cities.
- Less money for operational budget.
- Third impound, cat will stay at shelter for 5 days stray hold, then euthanized.

Best Friends Animal Society will do:

- Take feral cats from Davis County Shelter and release them.
- Neighborhood education
- Door to door education
- Offer free and/or discounted feral cat deterrents
- Handle complaints

A cat that is trapped by a resident should contact County Animal Control. If the trap being used is from Best Friends, then Best Friends will respond to pick up the cat.

The memo concluded no additional funding is being requested.

7:45:32 PM

Mr. Bovero reviewed his staff memo, emphasizing there is no additional cost to the City for the pilot program.

7:46:47 PM

COUNCILMEMBER GAILEY MADE A MOTION TO ADOPT PROPOSED RESOLUTION R14-36 PERMITTING DAVIS COUNTY ANIMAL CARE AND CONTROL TO CONDUCT THE TRAP, NEUTER, RETURN FIVE-YEAR PILOT PROGRAM IN SYRACUSE CITY. COUNCILMEMBER PETERSON SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Lisonbee was not present when this vote was taken.

7:47:15 PM

7. Final Plat Approval, Avery Gardens Subdivision, located at approximately 1525 W. 2700 S., applicant NS Group Holdings, LLC.

A staff memo from the Community Development Department explained all requirements and standards of Subdivision have been met. The project outline is as follows:

Rezone Approval

Planning Commission September 2, 2014

City Council September 9, 2014

Sketch Plan Approval

Planning Commission September 6, 2014

Preliminary Plan Approval

Planning Commission October 7, 2014

Final Plat

Planning Commission October 7, 2014

The development consists of six lots on 2.92 acres. The Planning Commission recommends approval to the City Council

for the Final Plat of Avery Gardens Subdivision, request NS Group Holdings LLC, property located at approximately 1525 W 2700 S, subject to all applicable requirements of the City's municipal codes and city staff reviews.

7:47:29 PM

Community Development Director Christensen reviewed her staff memo.

7:48:05 PM

COUNCILMEMBER JOHNSON MADE A MOTION TO GRANT FINAL PLAT APPROVAL FOR AVERY GARDENS SUBDIVISION, LOCATED AT APPROXIMATLEY 1525 WEST 2700 SOUTH, APPLICANT NS GROUP HOLDINGS, LLC. COUNCILMEMBER PETERSON SECONDED THE MOTION.

7:48:28 PM

Councilmember Gailey asked if the existing home will remain on the property, to which Ms. Christensen answered yes.

7:48:33 PM

Mayor Palmer stated there has been a motion and second to approve the final plat and he called for a vote; ALL VOTED IN FAVOR. Councilmember Lisonbee was not present when this vote was taken.

7:48:50 PM

8. Final Plat Approval, Trails Edge Subdivision Phases 1 and 2, located at approximately 3250 W. 700 S., applicant Mark Sandberg.

A staff memo from the Community Development Department explained all requirements and standards of Subdivision have been met. The project outline is as follows:

General Plan Approval

Planning Commission	April 15, 2014
City Council	May 13, 2014

Rezone Approval R-3

Planning Commission	June 3, 2014

Council Approval June 10, 2014

Rezone Approval R-1

Planning Commission July 1, 2014

Council Approval July 8, 2014

Sketch Plan Approval

Planning Commission June 17, 2014

Preliminary Plan Approval

Planning Commission August 19, 2014

Final Plat

Planning Commission October 7, 2014

The development consists of 2 phases consisting of 46 lots on 16.91 acres. The memo concluded the Planning Commission recommends approval to the City Council for the Final Plat of Trails Edge Subdivision, Ph. 1 & 2, requested by Mark Sandberg, property located at approximately 3250 W 700 S, subject to all applicable requirements of the City's municipal codes and City staff reviews.

7:48:57 PM

Community Development Director Christensen reviewed her staff memo.

7:49:24 PM

COUNCILMEMBER PETERSON MADE A MOTION TO GRANT FINAL PLAT APPROVAL FOR TRAILS EDGE SUBDIVISION PHASES ONE AND TWO, LOCATED AT APPROXIMATELY 3250 WEST 700 SOUTH, APPLICANT MARK SANDBERG. COUNCILMEMBER DUNCAN SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Lisonbee was not present when this vote was taken.

7:49:49 PM

9. Final Plat Approval, Cooks Quarters Subdivision, located at approximately 2600 W. 700 S., applicants Sarah and Steven Cook.

A staff memo from the Community Development Department explained all requirements and standards of Subdivision

have been met. The project outline is as follows:

Rezone Approval

Planning Commission August 16, 2014

City Council September 9, 2014

Sketch Plan Approval

Planning Commission August 16, 2014

Preliminary Plan Approval

Planning Commission October 7, 2014

Final Plat

Planning Commission October 7, 2014

The development consists of two lots on 0.82 acres. The memo concluded the Planning Commission recommends approval to the City Council for the Final Plat of Cooks Quarters Subdivision, request Sarah & Steven Cook, property located at approximately 2600 W 700 S, subject to all applicable requirements of the City's municipal codes and city staff reviews.

7:49:57 PM

Community Development Director Christensen reviewed her staff memo.

7:50:25 PM

COUNCILMEMBER JOHNSON MADE A MOTION TO GRANT FINAL PLAT APPROVAL FOR COOK QUARTERS SUBDIVISION, LOCATED AT APPROXIMATELY 2600 WEST 700 SOUTH, APPLICANTS SARAH AND STEVEN COOK. COUNCILMEMBER PETERSON SECONDED THE MOTION.

7:50:47 PM

Councilmember Peterson asked staff to weigh in on Mr. Cook's recommendation regarding streamlining the process for minor subdivisions. Ms. Christensen stated that in order for the streamlining process approved by the Planning Commission for this subdivision to become a permanent process, the City Council would need to approve an amendment to the subdivision title of the City Code. She stated many other communities use a process for minor subdivisions that requires the applicant to only attend one meeting and she recommended a similar process in Syracuse City, but was directed by Council to require that all subdivisions follow the same approval process. Councilmember Duncan stated that he feels a two month approval timeframe for a minor subdivision is fairly quick. Ms. Christensen agreed, but noted that engineering review

of minor subdivisions is not intense and it truly is not necessary to require multiple review steps for such a subdivision. Councilmember Duncan inquired as to when a minor subdivision would become vested. Ms. Christensen stated it would be vested at final approval. She also reviewed the fees charged for review of a minor subdivision. Councilmember Peterson stated he is willing to discuss the recommendation in more depth at a future date. All other Councilmembers agreed.

7:55:53 PM

Mayor Palmer stated there has been a motion and second to grant final plat approval and he called for a vote; ALL VOTED IN FAVOR. Councilmember Lisonbee was not present when this vote was taken.

7:55:59 PM

10. Proposed Ordinance 14-23 amending Title 8 of the Syracuse City Code pertaining to the subdivision process.

A staff memo from the Community Development Director explained The Planning Commission has been reviewing Title VII for the past few months regarding subdivision processes. The proposed amendments ensure that subdivision applications are not vested until they are seen by the Council at Preliminary Plat Approval. The process is also designed to be more efficient in the use of staff and Planning Commission time. The following reviews will take place:

Concept (sketch)	Development Review Committee
Preliminary	Planning Commission Recommendation (Public Hearing)
Preliminary	City Council Approval
Final	Planning Commission
Final	City Council

The proposed ordinance reflects the recommended changes from the Planning Commission with regard the process and other minor amendments for clarity. The Planning Commission held public hearings on the proposed amendments on June 17, 2014 and again on August 5, 2014. At a public meeting on August 19, 2014 the Planning Commission recommended to the City Council the adoption of the proposed amendments. The memo offered the following summary of amendments:

Various Sections	Change the term Subdivider to Developer
Section 8.10.020	Clarify that the plats should be prepared by a civil engineer and not a surveyor.

Section 8.10.030	Bring the code into compliance with the State statute that does not allow bonding to 110%, only that a city may retain the last 10% of the bond for warranty.
Section 8.10.50	Amends the section on park impacts to be in conformance with the new single park impact fee.
Section 8.10.070	Provides a requirement for the number and spacing of stub roads required to adjacent undeveloped property
Section 8.10.190	Amends the process for subdivision approval as follows:

Concept (sketch)	Development Review Committee
Preliminary	PC Recommendation (Public Hearing)
Preliminary	City Council Approval
Final	Planning Commission
Final	City Council

Section 8.15.010	Clarifies when a temporary turn-around is required on a stub street, length greater than 150 feet.
	Removes exceptions for dead-end street length over 500 feet
Section 8.15.030	Requires developer to work with not only ditch companies but individuals who have private service connection ditches
Section 8.20	Outlines procedures for Concept (sketch) review by the Development Review Committee (DRC)

Section 8.25 Outlines procedures for Preliminary Plat Review & recommendation to Council

The Syracuse City Planning Commission hereby recommends that the City Council approve the adoption of Ordinance 14-23, Amending Title X.

7:56:14 PM

Community Development Director Christensen summarized her staff memo and briefly reviewed the changes that have been made to the ordinance since the last work session meeting. The Council briefly discussed the subdivision approval process with a focus on when a subdivision application becomes vested in the process.

8:00:15 PM

COUNCILMEMBER DUNCAN MADE A MOTION TO ADOPT PROPOSED ORDINANCE 14-23 AMENDING TITLE 8 OF THE SYRACUSE CITY CODE PERTAINING TO THE SUBDISIVISON PROCESS. COUNCILMEMBER PETERSON SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Lisonbee was not present when this vote was taken.

8:00:59 PM

11. Proposed Resolution R14-37 authorizing the City Manager to adjust the salary for the Syracuse City Finance Director.

8:01:10 PM

City Manager Bovero provided a brief explanation regarding the intent of the proposed resolution.

8:01:41 PM

COUNCILMEMBER GAILEY MADE A MOTION TO ADOPT PROPOSED RESOLUTION R14-37 AUTHORIZING THE CITY MANAGER TO ADJUST THE SALARY FOR THE SYRACUSE CITY FINANCE DIRECTOR. COUNCILMEMBER PETERSON SECONDED THE MOTION.

8:02:10 PM

Councilmember Duncan stated he is hopeful this type of action will be an anomaly for the City Council; he addressed Finance Director Marshall and indicated that one of the reasons he supported the resolution is that Mr. Marshall

has been an extraordinary employee that has contributed much to the City and has shown his value. He indicated this is not an action he would like to consider or approve on a regular basis. Councilmember Johnson agreed.

8:02:38 PM

Mayor Palmer stated there has been a motion and second to adopt the proposed resolution and he called for a vote; ALL VOTED IN FAVOR. Councilmember Lisonbee was not present when this vote was taken.

8:02:53 PM

12. Councilmember reports.

At each meeting the Councilmembers provide reports regarding the meetings and events they have participated in since the last City Council meeting. Councilmember Duncan's report began at 8:03:01 PM. He was followed by Councilmembers Johnson, Gailey, and Peterson.

8:08:01 PM

13. Mayor's Report.

At each meeting the Mayor provides a report regarding the meetings and events he has participated in since the last City Council meeting. Mayor Palmer's report began at 8:08:06 PM.

8:08:51 PM

14. City Manager report

City Manager Bovero's report began at 8:08:56 PM.

At 8:12:32 PM COUNCILMEMBER DUNCAN MADE A MOTION TO ADJOURN. COUNCILMEMBER LISONBEE SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Lisonbee was not present when this vote was taken.

_____	_____
Terry Palmer	Cassie Z. Brown, CMC
Mayor	City Recorder

Date approved: _____

DRAFT

Minutes of the Syracuse City Council Work Session Meeting, October 28, 2014

Minutes of the Work Session meeting of the Syracuse City Council held on October 28, 2014, at 6:04 p.m., in the Council Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan (arrived at 6:21 p.m.)
Mike Gailey
Craig A. Johnson
Karianne Lisonbee (arrived at 6:09 p.m.)
Douglas Peterson

Mayor Terry Palmer
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
Public Works Director Robert Whiteley
City Attorney Clint Drake
Police Chief Garret Atkin
Community Development Director Sherrie Christensen
Parks and Recreation Director Kresta Robinson

The purpose of the Work Session was to discuss the proposed financial hardship ordinance; discuss the position of City Forester and the Tree Board; discuss staff and Council communication and Information Technology (IT) issues; review the general management and operational performance study RFI; and discuss Council business.

6:04:58 PM

Public Comments

There were no public comments.

6:05:36 PM

Discuss proposed financial hardship ordinance

A staff memo from Fire Chief Froerer explained Occasionally Syracuse Fire Department Ambulance will receive a fee reduction/write off request from a party with financial responsibility and financial distress for the transport of themselves or their family member/dependent. These are reviewed and addressed case-by-case. In an effort to be consistent on the approach to these requests, our Ambulance Billing Service, First Professional Services (usually the first point of contact for the request) has a Financial Hardship Consideration Form that must be completed by the requestor and submitted to Syracuse Fire Department complete with a signed copy of the requestors most recent Federal Tax Return, and payroll check stubs (for

income verification) from the previous three months. Using this information and the current year Federal Poverty Guidelines http://familiesusa.org/product/federal-poverty-guidelines, a determination is made for eligibility of reduced ambulance bill, using a standardized formula accepted by Syracuse City, with a minimum amount accepted being $100.

Example 1: Patient transport with Ambulance invoice of $1749.25.

Family of three with income verified at $22,792.

Federal Poverty Guidelines chart = Family of three is at 100% of poverty level with an income of $19,790.

Formula: $22,792 / $19,790 = 1.15 (Income is 115% of poverty)

Ambulance Invoice ($1749.25) divided by 1.15 = $1521.08 = amount subtracted from invoice.

$1749.25 - $1521.08 = $221.17 (amount due based on financial hardship)

Example 2: Patient transport with Ambulance invoice of $2124.16.

Family of five with income verified at $47,166.

FPG chart = Family of five is at 100% poverty level with an income of $27,910.

Formula: $47166 / $27,910 = 1.69. (Income is 169% of poverty level)

Ambulance Invoice ($2124.16) divided by 1.69 = $1256.90 = amount subtracted from invoice.

$2124.16 - $1256.90 = $867.26 (amount due based on financial hardship)

Example 3: Patient transport with Ambulance invoice of $1410.11.

Family of four with income verified at $20,572.

FPG chart = Family of four is at 100% poverty level with an income of $23,850.

Formula: $20,572 / $23,850 = .86 (Income is 86% of poverty level)

Ambulance Invoice ($1410.11) divided by .86 = $1639.66.

$1410.11 - $1639.66 = $-229.55 (amount owed reduced to the minimum $100 based on financial hardship)

6:05:52 PM

Chief Froerer reviewed his staff memo.

6:07:37 PM

Council discussion regarding the issue began with a focus on payment plan options for people requesting hardship waivers. There was also a brief discussion regarding whether the billing amount is the amount left after a patient's insurance company pays a portion of the invoice, with the Council concluding they are comfortable with the hardship waiver formula that has been proposed by Chief Froerer. Mayor Palmer concluded it will be necessary for the Council to take formal action on the policy during an upcoming business meeting before the formula can be put into effect.

6:18:11 PM

Discuss City Forester position and Tree Board

A staff memo from Community and Economic Development Director Christensen explained previously, Ben Liegert served as the City Forester. Since his departure, those duties have gone unfilled. Given the requirements and necessary training to be a City Forester, staff has been exploring alternates to having a member of staff trained and contracting with a private firm for services. The City currently also has a Tree Board established, with no members to our knowledge. This board would meet to develop with the City Forester a tree maintenance plan for City owned trees in parks and other city properties. It could also develop best practices recommendations for home owners with street trees. Staff would like to discuss the matter with the Council to determine if volunteers should be sought out to serve on the tree board and if we can hire on an as needed basis an arborist to serve as the City Forester. Any fees incurred could be paid for under professional and technical services.

6:18:29 PM

Ms. Christensen reviewed her staff memo.

6:21:30 PM

There was a general discussion regarding the makeup of the Tree Board, with Councilmember Johnson suggesting that the City can tap into the network of landscaping companies in the City to seek members for the Tree Board. The Council also discussed qualifications of a City Forester.

6:24:15 PM

Councilmember Lisonbee inquired as to the frequency with which the City condemns trees and needs the services of a Forester. Public Works Director Whiteley stated he has been forced to condemn two trees with in the past year due to

extreme circumstances. According to City ordinance the City Forester is responsible to order the condemnation or removal of dangerous trees. Ms. Christensen reiterated it is her recommendation that the City contract with someone to serve as the City Forester on an as-needed basis and they will charge the City an hourly rate for their services. There was a general discussion regarding the need to name a member of City staff as the Forester according to City ordinance, with Ms. Christensen stating she would prefer that the Forester title be assigned to an employment position rather than a person so that it is not necessary to assign the title to another employee in the event of the departure of a Forester.

6:29:58 PM

Councilmember Duncan stated he would like to allow citizens the freedom to select the trees to be planted on their property and then maintain them with advice from other outlets. Ms. Christensen stated residents will be allowed to do that; a Forester is only needed when the City needs advice regarding the health of a tree. Mr. Bovero agreed and added the Forester could also be used to provide the City with a maintenance and care schedule for trees located on City property. The Council concluded to advertise the vacancies on the Tree Board.

6:32:25 PM

Staff-Council Communication and IT Issues

A staff memo from City Manager Bovero provided a brief overview of several staff and City Council communication and Information Technology (IT) issues:

City Issued Data Devices and Mobile Services

Attached you will find the City's policy on City-issued data devices and mobile services. The policy allows the City to provide these devices to employees for city business. The policy specifically addresses cell phone usage, however there may need to be updates to this section to include other data devices as technology changes. Also attached is the policy for IPad usage by city employees, which also includes council members and planning commission members.

Council Email Response to Citizen Inquiries

The Council frequently receives emails that have been addressed to the entire Council. A proper protocol for responding to citizens should be implemented by the Council to ensure the resident knows their issue has been heard and receives the information requested.

Clarification of Council Email Addresses for Official Communication

Members of the Council typically have a city email address, as well as a personal address. The City should establish which addresses will be used for official communication from staff and the public, and which addresses should be published on the website and newsletters.

Interruption in Email Service on IPad

It has been brought to our attention that email service has been periodically interrupted on council members' IPad. The purpose of this discussion item is to clarify the issues and possible resolve any problems.

Response Times for Staff – Council Communication

On occasion, staff has sent emails to the Council regarding availability of special meetings being called by the Mayor. There has been slow response at times, and no response at other times. This is not the norm, but has happened enough to discuss in order to resolve any miscommunication.

6:32:39 PM

Mr. Bovero reviewed his staff memo and the City Council had a general discussion regarding each item referenced in the memo.

6:41:13 PM

There was a discussion regarding the subject of Council responses to citizen inquiries, with the Council ultimately concluding they would not change the practice they have been using to respond to citizen inquiries, with one exception: when a Councilmember receives an email from a citizen with a question about a topic that another Councilmember may be better qualified to answer, they will respond to the citizen directing them to the other Councilmember and copy that Councilmember on the email.

6:54:33 PM

The Council also focused on the item regarding which email address the Councilmembers would like to use for official communication, with each Councilmember directing Mr. Bovero regarding the email address that should be used for official communication.

7:04:57 PM

The Council then discussed the issue of email service interruption on their City issued iPads, with IT Director Peace reporting that he will no longer require Councilmembers to reset their passwords, which should resolve the problem of email service interruption.

7:08:10 PM

There was also a discussion regarding response time to for staff and Council communication, with the Council resolving they are comfortable receiving a text message when an item is urgent.

7:09:46 PM

The Council then discussed the iPad use policy and directed staff to update the draft policy for consideration at a future meeting.

7:14:18 PM

General Management and Operational Performance Study RFI

A staff memo from City Manager Bovero explained an RFI will first be sent out to all available consultants. The RFI asks for specific areas of study that each firm provides, and whether they use in-house staff or partner with another firm to perform the study. The RFI will also lay out expected price ranges. This will allow the City to combine the desired areas of study into a formal Request for Proposal (RFP). After reviewing the RFI, the City will compose an RFP that will outline a specific scope of work. Currently, the plan is to send the RFP out to those companies that responded to the RFI to a get a proposal and price for the specific scope of work. The Selection Panel, which would include the Mayor, City Manager, and one or more members of the City Council would review the proposals, conduct interviews, and recommend a selected consultant for the study. Upon recommendation of the selection panel, the City Council would award the contract in a public meeting.

7:14:26 PM

Mr. Bovero reviewed his staff memo. The Mayor and Councilmembers Lisonbee and Peterson volunteered to serve on the selection panel that will review the RFI responses. Councilmember Duncan disclosed that his cousin may respond to the RFI and he does not feel it would be appropriate for him to serve on the panel.

7:18:13 PM

Council business

At each meeting the Councilmembers and Mayor provide reports regarding the meetings and events they have participated in since the last City Council meeting. Councilmember Lisonbee's report began at 7:18:32 PM. She was followed by Councilmembers Peterson and Gailey. Councilmembers Duncan and Johnson indicated they had nothing to report.

Mayor Palmer's report began at 7:24:02 PM.

7:26:08 PM

Mr. Bovero and Parks and Recreation Director Robinson then used the aid of a PowerPoint presentation to provide the Council with an update regarding the Chloe's Park project.

The meeting adjourned at 7:39:45 PM p.m.

_____	_____
Terry Palmer	Cassie Z. Brown, CMC
Mayor	City Recorder

Date approved: _____

COUNCIL AGENDA

November 19, 2014

Agenda Item **#5** Final Plat-Trailside Park Subdivision-Phase 8.

Factual Summation

Please see the following attachments:

- Final plat drawings (plat, improvements, landscaping)
- City Engineer's review
- Planning Department's review
- Fire Department's review

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

Item: City Council Approval of the Trailside Park Subdivision, Phase 8: Ovation Homes LLC request for Final Subdivision approval located at approximately 1900 W 3000 South, 28 lots, 7.37 Acres, Residential 1 Cluster (R-1) Zone

Background

The Planning Commission held a public meeting on October 21, 2014 for Final Plan approval of Trailside Park Subdivision, Phase 8. All items noted in staff report have been addressed by the Planning Commission. All requirements of sketch, preliminary and final have been met.

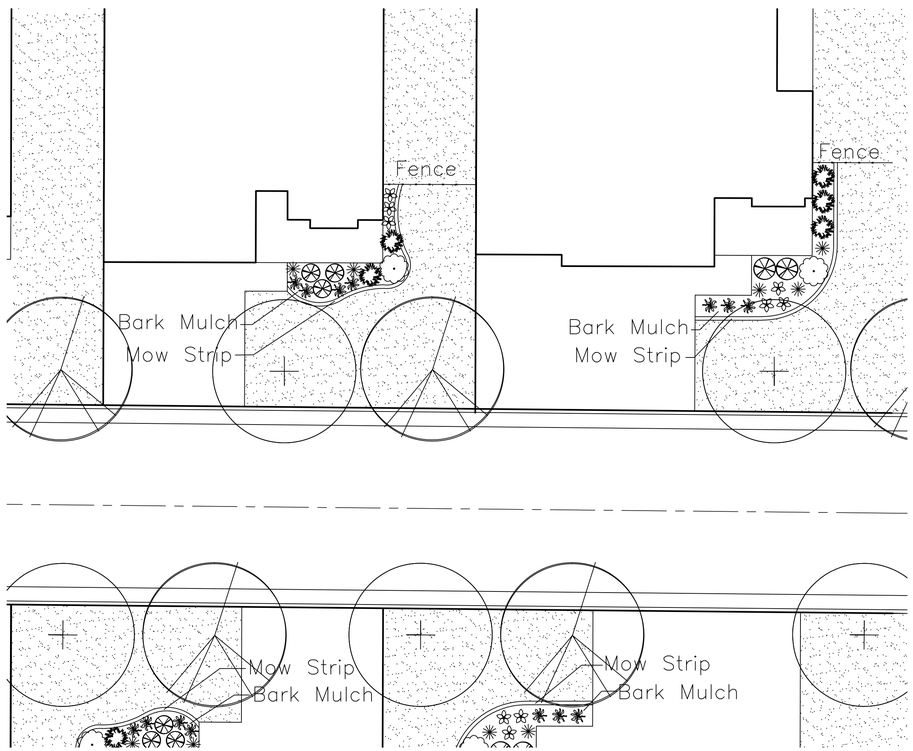
Phase 8	
Area	7.37 acres
20% infrastructure allowance	1.47 acres
Net developable area	5.90 acres
Minimum open space requirement 25%	5.9*25%=1.48 acres
Proposed open space	2.12 acres
Density allowance	28 units
Proposed Units	28 units

Total Trailside Park Development	
Area	36.96 acres
20% infrastructure allowance	7.39 acres
Net developable area	29.57 acres
Minimum open space requirement	7.39 acres
Density allowance	140 units

Recommendation for City Council Approval of the Trailside Park Subdivision, Phase 8

The Syracuse City Planning Commission hereby recommends that the City Council approve the final plat for the Trailside Park Subdivision, Phase 8, located at approximately 1900 W 3000 South subject to meeting all requirements of the City's Municipal Codes and City staff reviews.

Reeve & Associates, Inc. - Solutions You Can Build On



10 0 10 20 30
Scale: 1" = 10'

Plant Table - Typical Home Planting

TREES

Quantity	Symbol	Planting Size	Scientific Name
1 tree per home		2" cal.	Malus 'Spring Snow'
		2" cal.	Prunus cerasifera 'Thundercloud'
		2" cal.	Pyrus calleryana 'Chanticleer'

SHRUBS

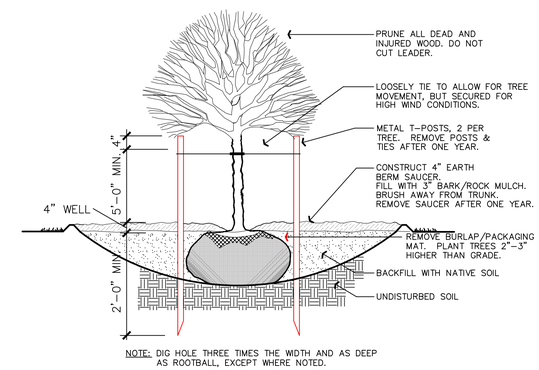
Quantity	Symbol	Planting Size
6 plants per home		5 gal.
		5 gal.
		5 gal.

PERENNIALS

Quantity	Symbol	Planting Size
9 plants per home		1 gal.
		1 gal.
		1 gal.

NOTE: Owner's licensed landscape contractor shall plant a mix of deciduous and evergreen shrubs with perennials and ornamental grasses to create variety and provide the right plants for each building's orientation (sun or shade). All beds shall be covered with a 3" layer of bark mulch.

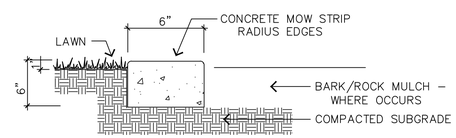
Turf Grass – To be sodded.



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

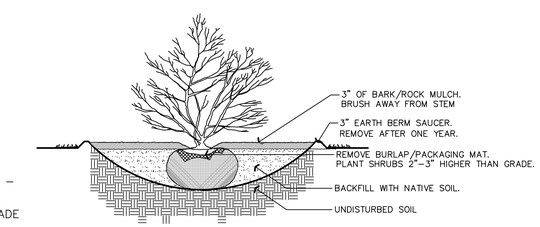
DECIDUOUS TREE PLANTING

SCALE: NOT TO SCALE



CONCRETE MOW STRIP

SCALE: NOT TO SCALE



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

SHRUB/PERENNIAL PLANTING

SCALE: NOT TO SCALE

Reeve & Associates, Inc.
920 CHAMBERS STREET, SUITE 14, OGDEN, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2666 http://www.reeveassociates.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION

Trailside Park Subdivision Phase 8
SYRACUSE CITY, DAVIS COUNTY, UTAH

Landscape Details

LICENSED LANDSCAPE ARCHITECT
4987018
DEBRA ELLEN REYNOLDS
STATE OF UTAH

Project Info.
Engineer: J. NATE REEVE, P.E.
Drafter: R. HANSEN
Begin Date: JULY 21, 2014
Name: TRAILSIDE PARK SUBDIVISION PHASE 8
Number: 5061-A41

Sheet 13 of 13 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 920 CHAMBERS STREET, SUITE #14, OGDEN, UTAH 84403, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

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SYRACUSE CITY EST. 1935

Subdivision Final Plan Review

Subdivision: Trailside Park Phase 8 **Date**: October 9, 2014

Completed By: Jenny Schow, City Planner **Updated**: October 15, 2015

8-6-010: Final Plat:		**Planning Staff Review:**
1.	Proposed name of subdivision (to be approved by Planning Commission and County Recorder).	Yes
2.	Accurate angular and linear dimensions for all lines, angles and curves used to describe boundaries, streets, easements, areas reserved for public use, etc.	Yes
3.	Identification system for lots, blocks, and names of streets. Lot lines show dimensions in feet and hundredths.	Update when submitted by City Planner
4.	Street addresses shown for each lot as assigned by the City.	Update when submitted by City Planner
5.	True angles and distances to nearest street lines or official monuments as accurately described and shown by appropriate symbol.	See Engineer
6.	Radii, internal angles, points and curvatures, tangent bearings and the length of all arcs.	Yes
7.	Accurate location of all monuments to be Installed, shown by appropriate symbol.	Refer to City Engineer
8.	Dedication to City of all streets, highways and other public uses and easements included in the proposed subdivision.	Yes
9.	Street monuments shown on Final Plat as approved by City Engineer.	Refer to City Engineer
10.	Pipes or other iron markers shown on the plat.	Refer to City Engineer
11.	Accurate outlines and dimensions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and any areas to be reserved by deed or covenant for common use of all property owners.	Yes
12.	All boundary, lot and other geometrics (bearings, distances, curve data etc.) on Final Plat accurate to not less than one part in five thousand (1/5000).	Refer to City Engineer
13.	Location, function, ownership and manner of maintenance of common open space not reserved or dedicated for public use.	Open Space Parcels need to be labeled A, B, C
14.	Legal boundary description of the subdivision and acreage included.	Yes
15.	Current inset City map showing location of subdivision.	Yes
16.	Standard signatures forms/boxes reflected on the Final Plat as designated by City Code	Yes

8-6-020: Final Plan and Profile	**See Engineer Review**

Conditional Items of Final Plan Approval
1. Prepare a drainage easement agreement to be recorded on lots 107-116 and the open space parcel, per the last meeting with staff.
2. Amend the leader line for the drainage easement.

Conditional Items of Final Plan Approval for Preconstruction	
1.	Construction Drawing Prints and PDF files
2.	Schedule a preconstruction meeting
3.	Bond estimate using the City template
4.	Final Inspection Fees as calculated in the approved bond estimate
5.	Offsite Improvement Agreement
6.	BMP Facilities Maintenance Agreement (Parcel A)
7.	Streetlight Agreement
8.	SWPPP NOI
9.	SWPPP City Permit

Conditional Items of Final Plan Approval for Recording	
1.	Escrow Agreement
2.	Water Shares
3.	Title Report - must be dated within 30 days or recording
4.	Recording fees: $37/page +$1/lot and any common space as well as $1/land-owner signatures over two

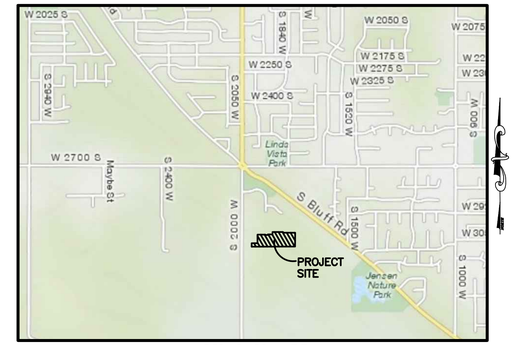
Reeve & Associates, Inc. - Solutions You Can Build On

Project Narrative/Notes/Revisions

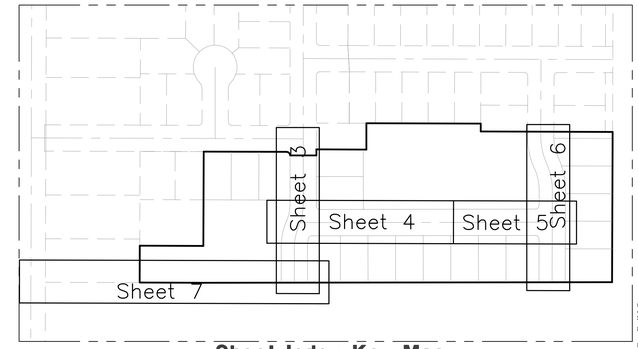
1) 7/31/14 RH – COMPLETED PLANS FOR FIRST SUBMITTAL TO CLIENT/CITY.
2) 8/20/14 RH – REVISED PLANS PER CITY COMMENTS.
3) 9/25/14 ST – REVISED PLANS PER CITY COMMENTS.
4) 10/1/14 ST – REVISED STORM DRAIN PER CITY COMMENTS.
5) 10/14/14 RH – REVISED PLANS PER CITY COMMENTS.

TRAILSIDE PARK SUBDIVISION
Phase 8
Improvement Plans

SYRACUSE CITY, DAVIS COUNTY, UTAH
JULY 2014



Vicinity Map
NOT TO SCALE



Sheet Index Key Map
NOT TO SCALE

Sheet Index

Sheet 1 - Cover/Index Sheet
Sheet 2 - Street Cross-Sections/Legend/Notes
Sheet 3 - 1820 West Street 3+50.00-7+56.04
Sheet 4 - 3025 South Street 10+00.00-14+00.00
Sheet 5 - 3025 South Street 14+00.00-17+00.00
Sheet 6 - 1725 West Street 12+00.00-17+00.00
Sheet 7 - Sanitary Sewer Outfall
Sheet 8 - Storm Drain Line
Sheet 9 - Grading Plan
Sheet 10 - Storm Water Pollution Prevention Plan
Sheet 11 - Storm Water Pollution Prevention Plan
Sheet 12 - Landscape Plan
Sheet 13 - Landscape Details

Engineer's Notice To Contractors

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN, AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

Contact:
Brad Frost
Ovation Homes
893 N. Marshall Way, #A
Layton City, Ut. 84041
PH: (801) 564-3898

Blue Stakes Location Center
Call: Toll Free
1-800-662-4111
Two Working Days Before You Dig

Reeve & Associates, Inc.
TEL: (801) 621-3100 920 CHAMBERS STREET, SUITE 14 OGDEN, UTAH 84403
FAX: (801) 621-2666 E-MAIL: mail@reeveassociates.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION
10-1-14 ST	Storm Drain
10-14-14 RH	City Comments

Trailside Park Subdivision
Phase 8
SYRACUSE CITY, DAVIS COUNTY, UTAH

Cover/Index Sheet

Revised 10-14-14

REGISTERED PROFESSIONAL ENGINEER
375328
J. NATE REEVE
STATE OF UTAH

Project Info.
Engineer: J. NATE REEVE, P.E.
Drafter: R. HANSEN
Begin Date: JULY 21, 2014
Name: TRAILSIDE PARK SUBDIVISION PHASE 8
Number: 5061-A41

Sheet 1 / 12 Sheets

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Engineer Final Plan Review – Trailside Park Subdivision Phase 8
2925 South Street & Trailside Drive

Completed by Brian Bloemen on October 15, 2014

Below are the engineering comments for the final plan review of Trailside Park Subdivision Phase 8.

Plat:

1. Show address on the plat.

Plans:

1. Move SSMH1 to station 14+50 for access without getting into the detention basin.
2. Show a detail how the subdivision boundary ties into the adjacent property.
3. The storm drain main must be piped though the detention basin. There is no control structure with an orifice plate shown.
4. Any sewer mains requiring fill must be placed on imported rock.
5. Move CB4 east so it does not conflict with ADA ramp.
6. Move water valves onto the tee at the intersections.

If you have any further comments or questions please feel free to contact me at 801-825-7235.

Sincerely,

Robert Whiteley
Public Works Director

TRAILSIDE PARK SUBDIVISION PHASE 8

PART OF THE NORTHWEST QUARTER OF SECTION 22, T.4N., R.2W., S.L.B.&M., U.S. SURVEY
SYRACUSE CITY, DAVIS COUNTY, UTAH
AUGUST, 2014

VICINITY MAP
SCALE: NONE

LEGEND

- = FOUND SECTION CORNER
- = SET STREET MONUMENT
- P.O.B. = POINT OF BEGINNING
- P.U.E. = PUBLIC UTILITY EASEMENT
- = BOUNDARY LINE
- = RIGHT-OF-WAY LINE
- = ADJOINING PROPERTY
- = PUBLIC UTILITY EASEMENT
- = ROAD CENTERLINE
- = SECTION TIE LINE

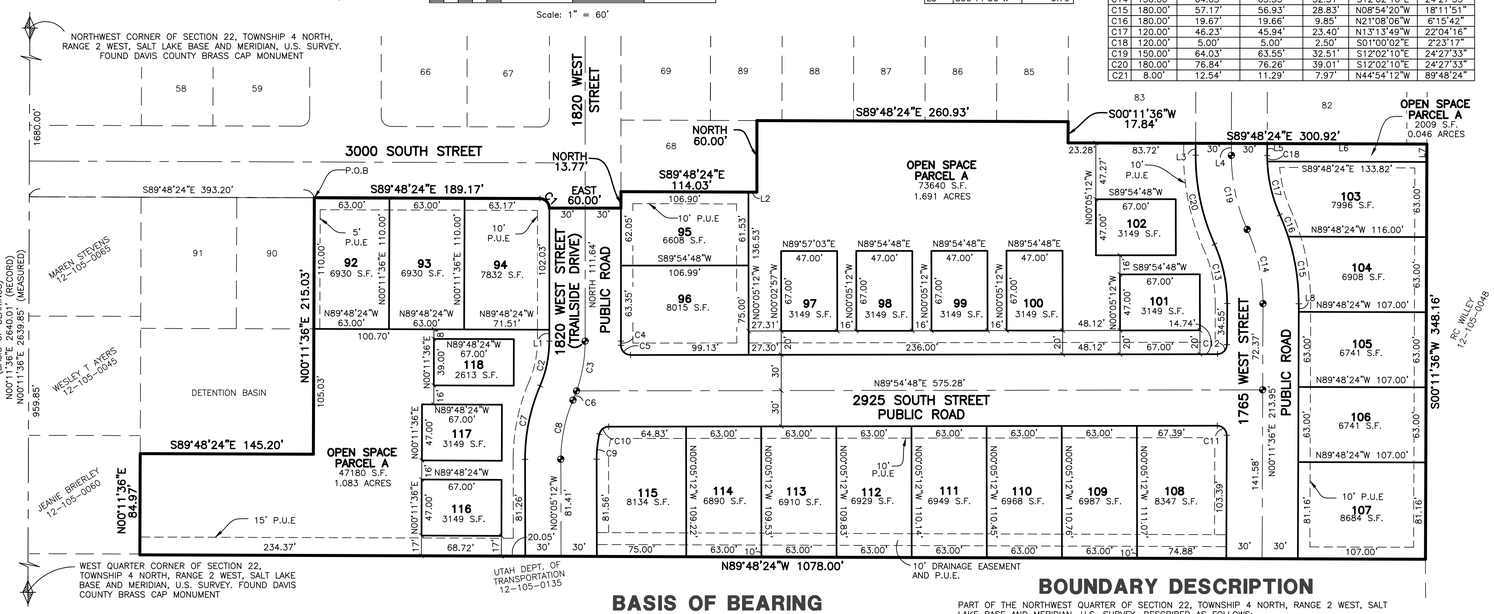
60 0 60 120 180
Scale: 1" = 60'

LINE TABLE

LINE	BEARING	DISTANCE
L1	SOUTH	9.60'
L2	N89°48'24"W	7.13'
L3	N00°11'36"E	10.00'
L4	N00°11'36"E	10.00'
L5	N00°11'36"E	10.00'
L6	S89°48'24"E	133.92'
L7	N00°11'36"E	15.00'
L8	S00°11'36"W	6.79'

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	8.00'	12.54'	11.29'	7.97'	S44°54'12"E	89°48'24"
C2	95.00'	38.61'	38.35'	19.58'	N11°38'36"E	23°17'12"
C3	125.00'	42.52'	42.32'	21.47'	N09°44'43"E	19°29'25"
C4	155.00'	3.46'	3.46'	1.73'	S00°38'22"W	1°16'44"
C5	8.00'	12.76'	11.45'	8.19'	N44°24'14"W	91°21'56"
C6	125.00'	8.28'	8.28'	4.14'	S21°23'19"W	3°47'46"
C7	155.00'	63.23'	62.79'	32.06'	N11°36'00"E	23°22'23"
C8	125.00'	50.99'	50.64'	25.86'	N11°36'00"E	23°22'23"
C9	95.00'	21.25'	21.20'	10.67'	N06°19'13"E	12°48'50"
C10	8.00'	10.78'	9.98'	6.38'	N51°19'13"E	77°11'10"
C11	8.00'	12.61'	11.34'	8.04'	S44°56'48"E	90°16'48"
C12	8.00'	12.53'	11.29'	7.96'	S45°03'12"W	89°43'12"
C13	120.00'	51.23'	50.84'	26.01'	S12°02'10"E	24°27'33"
C14	150.00'	64.03'	63.55'	32.51'	S12°02'10"E	24°27'33"
C15	180.00'	57.17'	56.93'	28.83'	N08°54'20"W	18°11'51"
C16	180.00'	19.67'	19.66'	9.85'	N21°08'06"W	6°15'42"
C17	120.00'	46.23'	45.94'	23.40'	N13°13'49"W	22°04'16"
C18	120.00'	5.00'	5.00'	2.50'	S01°00'02"E	2°23'17"
C19	150.00'	64.03'	63.55'	32.51'	S12°02'10"E	24°27'33"
C20	180.00'	76.84'	76.26'	39.01'	S12°02'10"E	24°27'33"
C21	8.00'	12.54'	11.29'	7.97'	N44°54'12"W	89°48'24"



BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN DAVIS COUNTY BRASS CAP MONUMENTS FOUND AT THE WEST QUARTER CORNER AND THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. SHOWN HEREON AS N00°11'36"E.

NARRATIVE

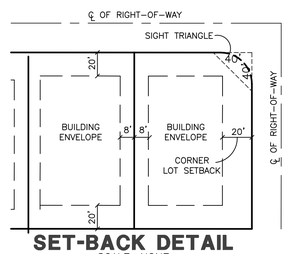
THE PURPOSE OF THIS PLAT IS TO DETERMINE THE BOUNDARY OF THE BELOW DESCRIBED PROPERTY. ALL BOUNDARY AND LOT CORNERS WERE SET WITH A ⅝" X 24" REBAR AND CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG AT THE EXTENSION OF THE SIDE LOT LINES AT TOP BACK OF CURB.

BOUNDARY DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHEAST CORNER OF LOT 90 OF TRAILSIDE PARK SUBDIVISION PHASE 7, SAID POINT BEING N00°11'36"E ALONG THE SECTION LINE 959.85 FEET AND S89°48'24"E 393.20 FEET FROM THE WEST QUARTER OF SAID SECTION 22 AND RUNNING THENCE ALONG THE SOUTHERLY BOUNDARY OF TRAILSIDE PARK PHASE 6 AND 7 THE FOLLOWING (9) NICE COURSES: (1) S89°48'24"E 189.17 FEET TO A POINT ON A 8 FOOT RADIUS CURVE TO THE RIGHT, (2) ALONG SAID CURVE 12.54 FEET (CHORD BEARING OF S44°54'12"E 11.29 FEET), (3) EAST 60.00 FEET, (4) NORTH 13.77 FEET, (5) S89°48'24"E 114.03 FEET, (6) NORTH 60.00 FEET, (7) S89°48'24"E 260.93 FEET, (8) S00°11'36"W 17.84 FEET AND (9) S89°48'24"E 300.92 FEET; THENCE S00°11'36"W 348.16 FEET; THENCE N89°48'24"W 1078.00 FEET; THENCE N00°11'36"E 84.97 FEET; THENCE S89°48'24"E 145.20 FEET; THENCE N00°11'36"E 215.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 324,082 SQUARE FEET OR 7.440 ACRES



SET-BACK DETAIL
SCALE: NONE

SURVEYOR'S CERTIFICATE

I, ROBERT D. KUNZ, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF TRAILSIDE PARK SUBDIVISION PHASE 8 IN SYRACUSE CITY, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF SYRACUSE CITY, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20___.

REGISTERED LAND SURVEYOR 150228-2201 ROBERT D. KUNZ STATE OF UTAH

150228
UTAH LICENSE NUMBER — ROBERT D. KUNZ

OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT TRAILSIDE PARK SUBDIVISION PHASE 8, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS OPEN SPACE, PUBLIC UTILITY, STORM WATER DETENTION PONDS, DRAINAGE EASEMENTS AND CANAL MAINTENANCE EASEMENT, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS, PLANTING OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS AND DO HEREBY DEDICATE PARCELS A, B & C TO THE HOME OWNERS ASSOCIATION, TO BE OWNED AND MAINTAINED BY SAID HOME OWNERS ASSOCIATION.

SIGNED THIS _____ DAY OF _____, 20___.

_____ _____

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20___, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES — NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20___, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____ (AND) _____ BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE _____ AND _____ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

COMMISSION EXPIRES — NOTARY PUBLIC

ROCKY MOUNTAIN POWER

APPROVED THIS _____ DAY OF _____, 20___, BY ROCKY MOUNTAIN POWER.

ROCKY MOUNTAIN POWER

QUESTAR

APPROVED THIS _____ DAY OF _____, 20___, BY QUESTAR.

QUESTAR

CENTURYLINK

APPROVED THIS _____ DAY OF _____, 20___, BY CENTURYLINK.

CENTURYLINK

PROJECT INFORMATION

Surveyor: C ANDERSON	Project Name: TRAILSIDE PARK SUBD. PHS. 8
Designer: E. ROCHE	Number: 5061-A41
	Scale: 1"=60'
Begin Date: 08-04-14	Revision:
	Checked:

DAVIS COUNTY RECORDER

ENTRY NO._____ FEE PAID _____ FILED FOR RECORD AND RECORDED, _____ AT _____ IN BOOK _____ OF THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR:

DAVIS COUNTY RECORDER
DEPUTY.

SYRACUSE CITY ATTORNEY

APPROVED THIS _____ DAY OF _____, 20___, BY THE SYRACUSE CITY ATTORNEY.

SYRACUSE CITY ATTORNEY

SYRACUSE CITY PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____, 20___, BY THE SYRACUSE CITY PLANNING COMMISSION.

CHAIRMAN, SYRACUSE CITY PLANNING COMMISSION

SYRACUSE CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

SYRACUSE CITY ENGINEER — DATE

SYRACUSE CITY COUNCIL

PRESENTED TO THE SYRACUSE CITY COUNCIL THIS THE _____ DAY OF _____, 20___, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

SYRACUSE CITY MAYOR — ATTEST: _____ CITY RECORDER

Reeve & Associates, Inc.
4155 S. HARRISON BLVD., SUITE 310, OGDEN, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

TO: Community Development, Attention: Jenny Schow
FROM: Jo Hamblin, Fire Marshal
RE: Trailside Park phase 8 final

DATE: September 30, 2014

I have reviewed the plans submitted for the above referenced project. The Fire Prevention Division of this department has the following comments/concerns.

1. Fire hydrants and access roads shall be installed prior to construction of any buildings. All hydrants shall be placed with the 4 ½" connection facing the point of access for Fire Department Apparatus and have a minimum three foot clearence from any obstruction. Provide written assurance that this will be met.

2. Prior to beginning construction of any buildings, a fire flow test of the new hydrants shall be conducted to verify the actual fire flow for this project. The Fire Prevention Division of this department shall witness this test and shall be notified a minimum of 48 hours prior to the test.

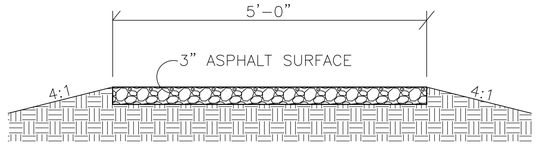
These plans have been reviewed for Fire Department requirements only. Other departments must review these plans and will have their requirements. At this time the Fire Department has no concerns with the plans. This review by the Fire Department must not be construed as final approval from Syracuse City.

Sincerely,

Jo Hamblin
Deputy Chief/ Fire Marshal
Syracuse City Fire Department

1869 South 3000 West, Syracuse, Utah 84075
801-614-9614 (Station)
801-776-1976 (Fax)

Reeve & Associates, Inc. - Solutions You Can Build On



Pathway Detail

Scale: None

Plant Table

TREES

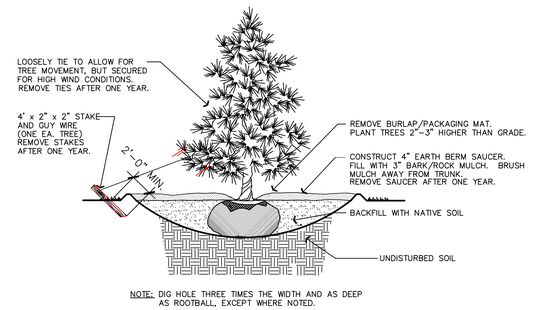
Quantity	Symbol	Scientific Name	Common Name	Planting Size
9		Acer freemanii 'Jeffersred'	Autumn Blaze Maple	2" cal.
9		Gleditsia tria. iner. 'Imperial'	Imperial Honeylocust	2" cal.
37		Malus 'Spring Snow'	Spring Snow Crabapple	2" cal.
4		Picea pungens	Blue Spruce	8'-12' B&B
42		Prunus cerasifera 'Thundercloud'	Thundercloud Flowering Plum	2" cal.

Turf Grass – To be sodded.

NOTE: Per ordinance 10-6-080, Buffer Table A, a 5' landscape buffer with 6' non-climbable vinyl fence and trees spaced 100' o.c. minimum, is provided along the East and South property boundaries.

NOTE: Vary heights of evergreen trees for a natural look.

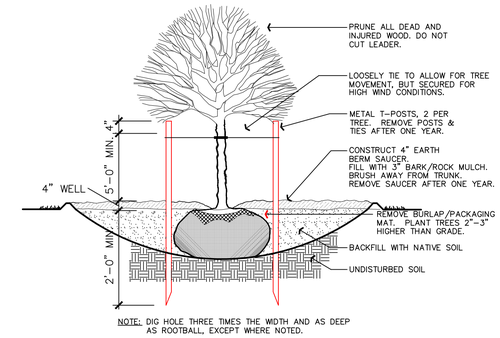
NOTE: Irrigation shall be designed by owner's licensed landscape contractor.



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

CONIFEROUS TREE PLANTING

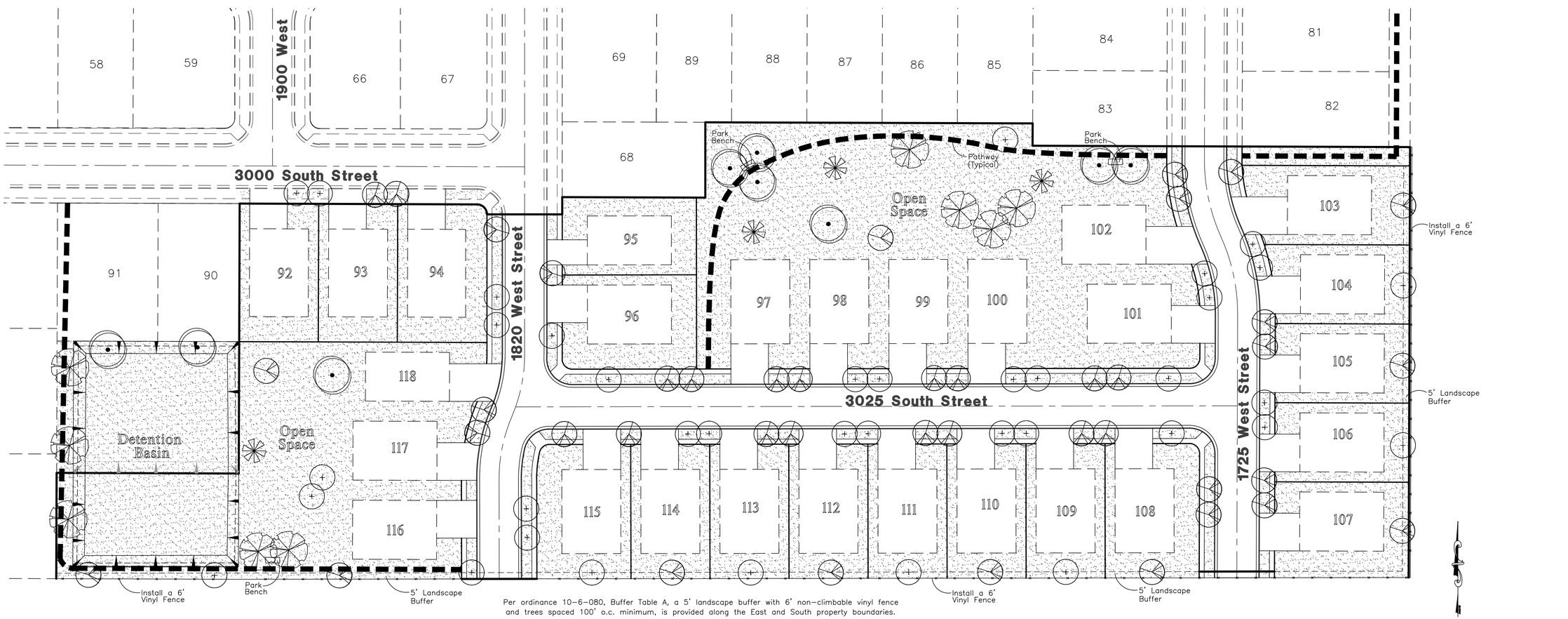
SCALE: NOT TO SCALE



NOTE: DIG HOLE THREE TIMES THE WIDTH AND AS DEEP AS ROOTBALL, EXCEPT WHERE NOTED.

DECIDUOUS TREE PLANTING

SCALE: NOT TO SCALE



Per ordinance 10-6-080, Buffer Table A, a 5' landscape buffer with 6' non-climbable vinyl fence and trees spaced 100' o.c. minimum, is provided along the East and South property boundaries.

Reeve & Associates, Inc.
920 CHAMBERS STREET, SUITE #14, OGDEN, UTAH 84403
TEL: (801) 621-3100 FAX: (801) 621-2666 http://www.reeveassociates.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION

Trailside Park Subdivision Phase 8

SYRACUSE CITY, DAVIS COUNTY, UTAH

Landscape Plan

LICENSED LANDSCAPE ARCHITECT
4987018
DEBRA ELLEN REYNOLDS
STATE OF UTAH

Project Info.

Engineer: J. NATE REEVE, P.E.

Drafter: R. HANSEN

Begin Date: JULY 21, 2014

Name: TRAILSIDE PARK SUBDIVISION PHASE 8

Number: 5061-A41

Sheet 12 of 13 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 920 CHAMBERS STREET, SUITE #14, OGDEN, UTAH 84403, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Reeve & Associates, Inc. - Solutions You Can Build On

COUNCIL AGENDA

November 19th, 2014

Agenda Item **6** Public Hearing – Proposed resolution R14-38 adjusting the Syracuse City budget for the fiscal year ending June 30, 2015.

Factual Summation

- Any questions about this agenda item may be directed at Finance Director Stephen Marshall. Please reference attached resolution R14-38 and the PDF budget opening document. Also, a PowerPoint presentation will be submitted to the City Council dropbox separately when we have a chance to finalize our fund balance presentation and review the fund balance for FY2014. We hope to have it no later than Monday afternoon.

- I have closed the books for FY2014 and am currently waiting on our financial auditors to complete their audit. Our unrestricted fund balance in the general fund at June 30, 2014 increased to $2,372,821 or approximately 24.63% of FY2014 final revenues of $9,632,159.62. State Code requires that our fund balance be between 5-25%. With the adoption of our fund balance policy, our target rainy day reserve should be 16.7%. There is potential to use up to 7.93% (24.63% - 16.7%) of fund balance on one-time expenses in the City. This translates into a maximum of $763,830.26 that is available for one-time expenses. Please refer to the Power Point presentation for further review and analysis.

- I am also recommending several items in this budget opening for your consideration. These include:

    - Recognition and proper accounting of RDA tax increment.
    - Sales tax continues to increase at a rate of 6.1%. I have only increased it by 1.6% or $50,000 to cover increased expenses.
    - Changing how overtime reimbursement is tracked. Previously it was credited to an expense account in the police department (10-53-09). It is now going to be credited to federal, state, or miscellaneous revenues.

- We had 6 different trust accounts for Youth Council, Youth Court, Arts Council, Senior Programs, Heritage Days, and Special Events that we tracked revenues and expenses together. I am breaking these out into separate revenue and expense accounts. The net change is 0.
- Car accident reimbursement (police vehicle hit a deer) in the amount of $4,740.00
- Records management software and Iworqs software are recommended at a cost of $17,000 and $6,775 respectively.
- Minor changes to benefits for parks & recreation and storm fund for employee elections.
- Changes to park impact fee expenses related to adding a Centennial Park bathroom and removing Bluff Ridge park playground and bowery. **See detail in packet.**
- Street Light participation for both revenues and expenses are increased. Net change is 0.
- Depreciation expense in all the impact funds was moved to the corresponding utility operating fund. Net overall change is zero.
- Bond Refinance proceeds and expenses are included. Net change is zero.
- Sewer Fund has added depreciation expense due to auditor's recommending to the City to add $6,500,000 in sewer assets.
- Capital Projects Fund expenses were changed to include an ambulance and removing breathing apparatus equipment. **See detail in packet.**

Recommendation:

I recommend adopting proposed resolution R14-38 adjusting the Syracuse City budget for the fiscal year ending June 30, 2015.

COUNCIL AGENDA

November 19th, 2014

Agenda Item **6** Public Hearing – Proposed resolution R14-38 adjusting the Syracuse City budget for the fiscal year ending June 30, 2015.

Factual Summation

- Any questions about this agenda item may be directed at Finance Director Stephen Marshall. Please reference attached capital project expense listing and complete project summary.

- This write up is supplementary to the main budget opening discussion. We have had two additional projects that have come up that administration would recommend to the council for approval. These include Smedley Acres phase II and 3000 West 700 South to the City boundary.

    - Smedley Acres – We recently received grant funding from the county to complete phase II of Smedley Acres. This project is estimated at approximately $360,000 in which all will be grant funded with the exception of $73,000 for secondary water improvements.

    - 3000 West project – We have received funding from Wasatch front regional council for the road along 3000 west. We are recommending replacing culinary and secondary water lines north of 700 South with this project. Since we are resurfacing the road, we would like to replace the lines underneath. The total project cost would be $660,000.

- I have also placed in this packet a complete capital projects listing with the two projects listing in green. At the bottom it shows the projected ending cash balance in each of the different funds. We would have enough money to complete these two projects.

Recommendation:

Approve these two projects in addition to the proposed resolution R14-38 adjusting the Syracuse City budget for the fiscal year ending June 30, 2015.

RESOLUTION R14-38

A RESOLUTION ADJUSTING THE SYRACUSE CITY BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2015.

WHEREAS, the Uniform Budgetary Procedures set forth in State Statute 10-6-128 allow for amendments and increases to individual fund budgets; and

WHEREAS, on November 19, 2014, the City Council held a public hearing to allow interested persons in attendance an opportunity to be heard for or against the proposed budgetary changes; and

WHEREAS, the City Council has determined that approval of the budgetary amendments will promote the orderly operation of the City;

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF SYRACUSE DAVIS COUNTY, STATE OF UTAH, AS FOLLOWS:

SECTION 1: Amendments. The following adjustments to the Syracuse City Budget are hereby made for the Fiscal Year 2015 operating budget.

- See attachment "A"

SECTION 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

SECTION 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 19th DAY OF NOVEMBER, 2014.

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, City Recorder Terry Palmer, Mayor

Syracuse City
FY2015 November Budget Adjustments

	Original Budget	Amended Budget	Increase / (Decrease)
General Fund:			
REVENUE ADJUSTMENTS:			
Property Taxes	1,705,000.00	1,759,600.00	54,600.00
(RDA tax recognition in general fund with transfer to RDA Fund - Syracuse Portion)			
Sales Taxes	3,150,000.00	3,200,000.00	50,000.00
Federal Grants	14,000.00	29,000.00	15,000.00
(OT Reimbursement)			
State Grants	24,800.00	39,800.00	15,000.00
(OT Reimbursement)			
Misc Police Grants	7,200.00	21,700.00	14,500.00
(OT Reimbursement)			
Heritage Days Revenues	10,000.00	25,000.00	15,000.00
Special Event Revenues	-	15,000.00	15,000.00
Youth Court Revenues	-	1,500.00	1,500.00
Arts Council Revenues	-	20,000.00	20,000.00
Senior Program Revenues	-	1,500.00	1,500.00
Sundry Revenues	10,000.00	14,740.00	4,740.00
(Insurance reimbursement for accident)			
			206,840.00
EXPENDITURE ADJUSTMENTS:			
Justice Court:			
Salary & Benefits	188,752.00	176,917.00	(11,835.00)
(Transfer P/T position to Administration budget)			
Youth Court	-	1,500.00	1,500.00
Administration:			
Salary & Benefits	677,294.00	698,478.00	21,184.00
(Transfer P/T position from Justice Court budget & Finance Director raise)			
Capital Outlay	-	17,000.00	17,000.00
(Records Management Software)			
Economic Development Department:			
Equipment, Supplies, & Maintenance	1,000.00	7,775.00	6,775.00
(Iworq's Buiding permit and subdivision system)			
Police Department:			
OT Reimbursement	(44,500.00)	-	44,500.00
Vehicle Maintenance	85,000.00	89,740.00	4,740.00
Parks & Recreation			
Salary & Benefits	680,966.00	687,881.00	6,915.00
(Employee Benefit Elections or Changes)			
Heritage Days	-	35,000.00	35,000.00
Special Events	19,500.00	24,500.00	5,000.00
Arts Council	-	20,000.00	20,000.00
Senior Programs	-	1,500.00	1,500.00

Transfers to Other Funds	-	54,600.00	54,600.00
(RDA tax recognition in general fund with transfer to RDA Fund - Syracuse Portio			206,879.00

	Revenue	Expenses	
General Fund net change	206,840.00	206,879.00	(39.00)
Beginning fund deficit			-
Overall fund deficit to come from fund balance			(39.00)

Park, Trails, & Recreation Impact Fee Fund

EXPENDITURE ADJUSTMENTS:

Professional & Technical	-	50,000.00	50,000.00
(Move parks master plan from capital projects to here)			
Capital Outlay - Park Development	170,025.00	220,025.00	50,000.00
(Add restrooms at centennial, remove bluff ridge impr.)			100,000.00

	Revenue	Expenses	
PTR impact net change	-	100,000.00	(100,000.00)
Beginning fund overage			347,465.00
Overall Change			247,465.00

Estimated Ending Fund Balance $2,434,858

Street Lights Fund

REVENUE ADJUSTMENTS:

Street Light Participation	26,500.00	75,000.00	48,500.00
(Money contributed by developers for new street lights)			48,500.00

EXPENDITURE ADJUSTMENTS:

Street Light Installation	35,000.00	83,500.00	48,500.00
			48,500.00

	Revenue	Expenses	
Street Lights net change	48,500.00	48,500.00	-
Beginning fund overage			-
Overall Change			-

Estimated Ending Fund Balance $78,350

Secondary Water Fund:

EXPENDITURE ADJUSTMENTS:

Depreciation Expense	460,000.00	470,000.00	10,000.00
(Move depr. Expense from impact funds to operating funds)			-
			10,000.00

	Revenue	Expenses	
Secondary Water Fund net change	-	10,000.00	(10,000.00)
Beginning fund shortage			(146,302.00)
Overall fund deficit to come from fund balance			(156,302.00)

Estimated Ending Cash Balance $708,170

Secondary Water Impact Fund:

EXPENDITURE ADJUSTMENTS:

Depreciation Expense	10,000.00	-	(10,000.00)
(Move depr. Expense from impact funds to operating funds)			-
			(10,000.00)

	Revenue	Expenses	
Sec. Water Impact Fund net change	-	(10,000.00)	10,000.00
Beginning fund overage			231,400.00
Overall fund deficit to come from fund balance			241,400.00

Estimated Ending Cash Balance **$415,785**

Storm Water Fund:

EXPENDITURE ADJUSTMENTS:

Salary & Benefits	199,579.00	201,781.00	2,202.00
(Employee Benefit Elections or Changes)			
Depreciation Expense	215,000.00	231,000.00	16,000.00
(Move depr. Expense from impact funds to operating funds)			
			18,202.00

	Revenue	Expenses	
Storm Water Fund net change	-	18,202.00	(18,202.00)
Beginning fund shortage			(174,719.00)
Overall fund deficit to come from fund balance			(192,921.00)

Estimated Ending Cash Balance **$283,274**

Storm Water Impact Fund:

EXPENDITURE ADJUSTMENTS:

Depreciation Expense	16,000.00	-	(16,000.00)
(Move depr. Expense from impact funds to operating funds)			-
			(16,000.00)

	Revenue	Expenses	
Storm Water Impact Fund net change	-	(16,000.00)	16,000.00
Beginning fund overage			252,300.00
Overall fund deficit to come from fund balance			268,300.00

Estimated Ending Cash Balance **$369,702**

Culinary Water Fund:

EXPENDITURE ADJUSTMENTS:

Depreciation Expense	510,000.00	532,300.00	22,300.00
(Move depr. Expense from impact funds to operating funds)			-
			22,300.00

	Revenue	Expenses	
Culinary Water Fund net change	-	22,300.00	(22,300.00)
Beginning fund Shortage			(90,145.00)
Overall fund overage contributed to fund balance			(112,445.00)

Estimated Ending Cash Balance $1,080,194

Culinary Water Impact Fund:

EXPENDITURE ADJUSTMENTS:

Depreciation Expense	22,300.00	-	(22,300.00)
(Move depr. Expense from impact funds to operating funds)			-
			(22,300.00)

	Revenue	Expenses	
Culinary Water Impact Fund net change	-	(22,300.00)	22,300.00
Beginning fund Overage			182,924.00
Overall fund overage contributed to fund balance			205,224.00

Estimated Ending Cash Balance $111,876

Sewer Fund:

EXPENDITURE ADJUSTMENTS:

Depreciation	295,000.00	511,667.00	216,667.00
(Assets added on books from audit of $6,500,000)			
			216,667.00

	Revenue	Expenses	
Sewer Fund net change	-	216,667.00	(216,667.00)
Beginning fund shortage			(61,691.00)
Overall fund deficit to come from fund balance			(278,358.00)

Estimated Ending Cash Balance $901,762

RDA Fund:

REVENUE ADJUSTMENTS:

Tax Increment	399,213.00	349,213.00	(50,000.00)
Transfer from other Funds	38,000.00	88,000.00	50,000.00
			-

	Revenue	Expenses	
RDA Fund net change	-	-	-
Beginning fund shortage			(22,732.00)
Overall fund deficit to come from fund balance			(22,732.00)

Estimated Ending Cash Balance $611,559

EDA Fund:

REVENUE ADJUSTMENTS:

Tax Increment	36,600.00	32,000.00	(4,600.00)
Transfer from other Funds	-	4,600.00	4,600.00
			-

	Revenue	Expenses	
EDA Fund net change	-	-	-
Beginning fund shortage			(3,230.00)
Overall fund deficit to come from fund balance			(3,230.00)

Estimated Ending Cash Balance **$726**

MBA Fund:

REVENUE ADJUSTMENTS:

Bond Proceeds	-	6,800,000.00	6,800,000.00
(Refinance 2006 MBA Bonds)			6,800,000.00

EXPENDITURE ADJUSTMENTS:

Bond Principal Payments	700,000.00	7,200,000.00	6,500,000.00
Bond Fees	8,010.00	308,010.00	300,000.00
Transfer from other funds			-
Use of Retained Earnings			-
(Input Error s/b retained earnings not transfer)			6,800,000.00

	Revenue	Expenses	
MBA Fund net change	6,800,000.00	6,800,000.00	-
Beginning fund shortage			
Overall fund deficit to come from fund balance			-

Estimated Ending Cash Balance **$8,096**

Capital Improvement Fund

REVENUE ADJUSTMENTS:

State Grants	240,299.00	24,000.00	(216,299.00)
(Removal of money for breathing apparatus and add funds for ambulance)			(216,299.00)

EXPENDITURE ADJUSTMENTS:

Capital Equipment	893,839.00	761,000.00	(132,839.00)
(See detail sheet attached to budget opening)			-
			(132,839.00)

	Revenue	Expenses	
CIP Fund net change	(216,299.00)	(132,839.00)	(83,460.00)
Beginning fund shortage			(15,405.00)
Overall fund deficit to come from fund balance			(98,865.00)

Estimated Ending Cash Balance **$142,705**

CAPITAL IMPROVEMENT FUND
Fiscal Year Ending June 30, 2015
Line Item Detail

	Requested	City Manager/Council Recommendation	Adopted Budget
80-40-70 Capital equipment			
Prior year budget, as modified			$ 110,000
Current estimates:			
Cemetery Mini Excavator	25,000	25,000	25,000
~~BEMS Grant (move from fire budget)~~	28,500	4,500	-
~~BEMS Grant match (move from fire budget)~~	137,341	11,341	-
~~(Request for Auto Pulse)~~			
~~DHS AFG (move from fire budget)~~	240,299	240,299	-
~~DHS AFG Grant match 10% (move from fire budget)~~	26,699	26,699	-
~~(Request for new breathing apparatus equipment)~~			
IT Vehicle - SUV	20,000	20,000	20,000
Light Replacement in Rec Center - LED	10,000	21,000	21,000
Police Vehicles	194,000	200,000	400,000
Generator installation (from building maint.)	125,000	125,000	125,000
Admin Vehicle - Car	20,000	20,000	20,000
Ambulance	150,000	-	$ 150,000
Brush Truck	130,000	-	
Cemetery Mower	16,000		
Total budget for account	$ 1,122,839	$ 693,839	$ 761,000
Amount changed from request			$ (361,839)
Increase/(decrease) from prior year modified budget	$ 1,012,839	$ 583,839	$ 651,000

IMPACT FEES
Fiscal Year Ending June 30, 2014
Line Item Detail

	Requested	City Manager/Council Recommendation	Adopted Budget
Park Development Impact Fee:			
12-40-37 Professional & Technical			
Prior year budget, as modified			
Current estimates:			
Parks Master Plan Design	0	0	50,000
Total budget for account	$ -	$ -	$ 50,000
Amount changed from request			$ 50,000
Increase/(decrease) from prior year modified budget	$ -	$ -	$ 50,000
12-40-70 Park Development			
Prior year budget, as modified			
Current estimates:			
Parks Master Plan Design	40,000	50,000	$ -
Tuscany Meadows - Playground & Picnic Shelters	35,000	35,000	$ 35,000
Bluff Ridge Park - Playground	25,000	25,000	$ -
Bluff Ridge Park - Pavilion	45,000	45,000	$ -
SR-193 Trail	$ -	$ 15,025	$ 15,025
Centennial Park Restroom w/ pump capability for splash pad		$ -	$ 170,000
Total budget for account	$ 145,000	$ 170,025	$ 220,025

1000 West Street Utility/Road Improvements
1700 South To 2700 South Probable Cost Opinion

		Culinary Water Capital		
Mobilization	1	LS	$10,000.00	$10,000.00
Traffic Control	1	LS	$5,000.00	$5,000.00
12" DR-14 C-900 Cul	4107	LF	$42.00	$172,494.00
10" DR-14 C-900 Cul	1275	LF	$35.00	$44,625.00
8" DR-14 C-900 Cul	300	LF	$26.00	$7,800.00
Fire Hydrant	10	EA	$4,200.00	$42,000.00
12" BV	4	EA	$1,700.00	$6,800.00
12" GV	1	EA	$1,700.00	$1,700.00
8" GV	12	EA	$1,300.00	$15,600.00
Existing Main Connection	14	EA	$1,300.00	$18,200.00
Fittings	30	EA	$800.00	$24,000.00
Services	61	EA	$2,000.00	$122,000.00
Sand	3579.66	TON	$15.00	$53,694.90
Rock	300	TON	$15.00	$4,500.00
	Construction Cost			$528,413.90
	5% Contigency			$26,420.70
	Total			**$554,834.60**
		Class C Roads		
Mobilization	1	LS	$10,000.00	$10,000.00
Traffic Control	1	LS	$5,000.00	$5,000.00
Soft Spot Repair	1	LS	$100,000.00	$100,000.00
ADA Ramps	12	EA	$1,500.00	$18,000.00
Collars	40	EA	$400.00	$16,000.00
3" Asphalt (2300 South)	28860	SF	$1.40	$40,404.00
4" Asphalt	225500	SF	$2.00	$451,000.00
Striping	5000	LF	$0.50	$2,500.00
	Construction Cost			$640,404.00
	5% Contigency			$32,020.20
	Total			**$672,424.20**
		Secondary Water Capital and/or Impact Fee		
Mobilization	1	LS	$10,000.00	$10,000.00
Traffic Control	1	LS	$35.00	$35.00
12" DR-14 C-900 Sec	4950	LF	$42.00	$207,900.00
10" DR-14 C-900 Sec	50	LF	$35.00	$1,750.00
8" DR-14 C-900 Sec	300	LF	$30.00	$9,000.00
12" BV	4	EA	$1,700.00	$6,800.00
12" GV	1	EA	$2,000.00	$2,000.00
8" GV	12	EA	$1,300.00	$15,600.00
Existing Main Connection	14	EA	$1,300.00	$18,200.00
Fittings	40	EA	$800.00	$32,000.00
Services	61	EA	$1,500.00	$91,500.00
Sand	3339	TON	$15.00	$50,085.00
Rock	300	TON	$15.00	$4,500.00
	Construction Cost			$449,370.00

	5% Contigency			$22,468.50
	Total			**$471,838.50**
	Land Drain Replacement			
8" SDR-35	2800	LF	$60.00	168000
Manhole	8	EA	$3,000.00	24000
Import	4704	TON	$15.00	70560
Existing Connection	5	EA	$3,000.00	15000
Services	10	EA	$1,500.00	15000
Concrete/Landscaping Repair	1	LS	$25,000.00	25000
	Construction Cost			$317,560.00
	5% Contigency			$15,878.00
	Total			**$333,438.00**
	GRAND TOTAL			**$2,032,535.30**

CAPITAL IMPROVEMENT APPROVED BUDGET SUMMARY FOR FISCAL YEAR 2015

Project	Class C Capital 204070	Class C Ramps 204044	Culinary 501670	Secondary 301670	Storm Drain 401670	Sewer Capital 531670	Road Impact Fee 21-40-70	Culinary Impact Fee 51-1670	Secondary Impact Fee 31-1670	Storm Drain Impact Fee 41-1670	Parks, Trails, & Rec Impact Fee 12-40-70	**Project Total**
Marilyn Acres Culinary Phase II	$20,000.00		$100,000.00									**$120,000.00**
Smedley Acres Phase I	$80,000.00		$111,000.00		$5,000.00							**$196,000.00**
3000 West Enviornmental/30% Design							$37,000.00					**$37,000.00**
Widen east half of 3000 W. from 2495 S. to 2700 S.										$128,000.00		**$128,000.00**
700 South 2500 West							$5,000.00					**$5,000.00**
2700 South Storm Drain Outfall										$100,000.00		**$100,000.00**
Sliplining						$300,000.00						**$300,000.00**
2000 West / Roundabout / Trailside Road Widening	$114,000.00			$85,000.00	$15,000.00		$95,000.00					**$309,000.00**
700 South Impr. - Ivory Development	$137,000.00		$40,000.00	$31,000.00			$300,000.00	$400,000.00				**$908,000.00**
Gentile St. - Culinary Water Line Project			$150,000.00									**$150,000.00**
2000 West Storm Drain Impact - 3600 South to Gentile										$120,000.00		**$120,000.00**
Smedley Acres Phase II	**$147,000.00**		**$135,000.00**	**$73,000.00**	**$4,500.00**							**$359,500.00**
3000 West Culinary & Secondary Lines north of 700 S.			**$251,000.00**	**$410,000.00**								**$661,000.00**
3000 West - 1200 South to 700 South (WFRC Funding)			$400,000.00	$0.00			$3,699,000.00		$200,000.00			**$4,299,000.00**
Lakeview Farms -1000 S. between 3000 W. to 3500 W.										$400,000.00		**$400,000.00**
Bluff Ridge Drive - 1800 S. to 1850 S.	$40,000.00											**$40,000.00**
1475 West Improvement Project (2400 S. to 2700 S.)	$225,000.00											**$225,000.00**
1000 West (SR-193 to RR Crossing)	$50,000.00											**$50,000.00**
Surface Treatments throughout city	$225,000.00											**$225,000.00**
ADA Sidewalk Ramp Installation		$20,000.00										**$20,000.00**
Abandon 4" main, Rollover services - 1000 West			$60,000.00									**$60,000.00**
Parks Master Plan Design											$50,000.00	**$50,000.00**
Tuscany Meadows - Playground & Picnic Shelters											$25,000.00	**$25,000.00**
SR-193 Trail Installation											$15,250.00	**$15,250.00**
Bluff Ridge Park - Playground											$35,000.00	**$35,000.00**
Bluff Ridge Park - Pavilion											$45,000.00	**$45,000.00**
FY2015	**$1,038,000.00**	**$20,000.00**	**$1,247,000.00**	**$599,000.00**	**$24,500.00**	**$300,000.00**	**$4,136,000.00**	**$400,000.00**	**$200,000.00**	**$748,000.00**	**$170,250.00**	**$8,882,750.00**

Beginning Cash Balance	$1,145,134.00	$ 20,000.00	$1,521,339.00	$ 510,169.79	$ 265,274.00	$ 968,453.00	$ 916,268.00	$ 561,852.00	$ 665,785.00	$ 1,167,702.00	$ 2,898,596.00
Non Cash Depreciation Expense	$ -	$ -	$419,855.00	$ 314,000.00	$ 38,000.00	$ 233,309.00	$ -	$ -	$ -	$ -	$ -
Reimbursements	$147,000.00	$ -	$135,000.00	$ -	$ 4,500.00	$ -	$ 3,300,150.00	$ -	$ -	$ -	$ -
Cash Available	$1,292,134.00	$20,000.00	$2,076,194.00	$824,169.79	$307,774.00	$1,201,762.00	$4,216,418.00	$561,852.00	$665,785.00	$1,167,702.00	$2,898,596.00
Capital Projects	$1,038,000.00	$20,000.00	$1,247,000.00	$599,000.00	$24,500.00	$300,000.00	$4,136,000.00	$400,000.00	$200,000.00	$748,000.00	$170,250.00
Cash Balance Ending	$254,134.00	$0.00	$829,194.00	$225,169.79	$283,274.00	$901,762.00	$80,418.00	$161,852.00	$465,785.00	$419,702.00	$2,728,346.00

SMEDLEY ACRES CULINARY WATERLINE PROJECT PHASE II PROBABLE COST OPINION													
2250 South From 2000 West To 1800 West													
PROJECT QUANTITIES								Probable Cost Opinion					
Item No.	Description	Unit	Culinary Water Quantity	Storm Drain Quantity	Class C Quantity	Secondary Water	Total Project Quantity	Unit Price	Culinary Water Quantity	Storm Drain Quantity	Class C Quantity	Secondary Water	
1	Mobilization, Demobilization & SWPP	LS	0.60	0.10	0.30	0.00	1	$ 10,000.00	$6,000.00	$1,000.00	$3,000.00	$0.00	
2	Traffic Control	LS	0.60	0.10	0.30	0.00	1	$5,000.00	$3,000.00	$500.00	$1,500.00	$0.00	
3	Saw Cut Asphalt (Full Depth)	LF	0	0	100	0	100	$2.00	$0.00	$0.00	$200.00	$0.00	
4	8" DR-14 C-900 PVC	LF	1200	0	0	1000	1200	$23.00	$27,600.00	$0.00	$0.00	$23,000.00	
5	6" DR-14 C-900 PVC	LF	30	0	0	0	30	$23.00	$690.00	$0.00	$0.00	$0.00	
6	Hot Tap Existing 10" Main	EA	1	0	0	0	1	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	
7	10" FLxMJ Gate Valve	EA	1	0	0	0	1	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	
8	8" FLxMJ Gate Valve	EA	3	0	0	4	3	$1,200.00	$3,600.00	$0.00	$0.00	$4,800.00	
9	6" FLxMJ Gate Valve	EA	1	0	0	0	1	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	
10	8" DI FLxMJ Tee	EA	1	0	0	4	1	$600.00	$600.00	$0.00	$0.00	$2,400.00	
11	8"x6" DI FLxMJ Tee	EA	1	0	0	0	1	$600.00	$600.00	$0.00	$0.00	$0.00	
12	Cap Existing Main (All Types & Sizes)	EA	10	0	0	0	10	$500.00	$5,000.00	$0.00	$0.00	$0.00	
13	New Fire Hydrant Assembly	EA	2	0	0	0	2	$5,000.00	$10,000.00	$0.00	$0.00	$0.00	
14	Remove Existing Fire Hydrant	EA	2	0	0	0	2	$500.00	$1,000.00	$0.00	$0.00	$0.00	
15	Apartment Service	EA	1	0	0	0	1	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	
16	3/4" Culinary Water Service	EA	10	0	0	10	10	$1,000.00	$10,000.00	$0.00	$0.00	$10,000.00	
17	3/4" Copper Service Line	LF	300	0	0	300	300	$15.00	$4,500.00	$0.00	$0.00	$4,500.00	
18	Connect To Existing 8" Main	EA	2	0	0	1	2	$2,000.00	$4,000.00	$0.00	$0.00	$2,000.00	
19	Connect To Existing 4" Main	EA	1	0	0	1	1	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	
20	Adjust Manhole To Grade & Install Concrete Collar	EA	0	0	3	0	3	$500.00	$0.00	$0.00	$1,500.00	$0.00	
21	Remove Existing Concrete	LS	0	0	1	0	1	$5,000.00	$0.00	$0.00	$5,000.00	$0.00	
22	6" Thick Concrete	SF	0	0	6575	0	6575	$2.75	$0.00	$0.00	$18,081.25	$0.00	
23	3' Wide Valley Gutter	LF	0	0	340	0	340	$15.00	$0.00	$0.00	$5,100.00	$0.00	
24	30" Raised Back Curb & Gutter	LF	0	0	575	0	575	$13.00	$0.00	$0.00	$7,475.00	$0.00	
25	24" Curb & Gutter	LF	0	0	200	0	200	$15.00	$0.00	$0.00	$3,000.00	$0.00	
26	Approach	EA	0	0	5	0	5	$1,000.00	$0.00	$0.00	$5,000.00	$0.00	
27	ADA Ramp	EA	0	0	5	0	5	$2,500.00	$0.00	$0.00	$12,500.00	$0.00	
28	Tree Removal	LS	0	0	1	0	1	$10,000.00	$0.00	$0.00	$10,000.00	$0.00	
29	Landscaping Repair	LS	0	0	1	0	1	$5,000.00	$0.00	$0.00	$5,000.00	$0.00	
30	Remove Existing Catch Basin & Install New Catch Basin	EA	0	1	0	0	1	$2,500.00	$0.00	$2,500.00	$0.00	$0.00	
31	Type A1 Foundation Material	TON	100	0	0	100	100	$15.00	$1,500.00	$0.00	$0.00	$1,500.00	
32	Bedding Material	TON	1008	0	0	607.5	1008	$15.00	$15,120.00	$0.00	$0.00	$9,112.50	
33	Type A2 Agg. Base Material	TON	224	0	200	202.5	424	$15.00	$3,360.00	$0.00	$3,000.00	$3,037.50	
34	Striping	LS	0	0	1	0	1	$2,000.00	$0.00	$0.00	$2,000.00	$0.00	
35	High Density Mineral Bond Seal	SF	1540	0	28938	0	30478	$0.17	$261.80	$0.00	$4,919.46	$0.00	
36	3" Bituminous Asphalt	SF	9600	0	28938	2500	38538	$1.60	$15,360.00	$0.00	$46,300.80	$4,000.00	
							Subtotal		$122,691.80	$4,000.00	$133,576.51	$65,850.00	$326,118.31
							10% Contigency		$12,269.18	$400.00	$13,357.65	$6,585.00	$32,611.83
							Probable Cost Opinion		$134,960.98	$4,400.00	$146,934.16	$72,435.00	$358,730.14

Public Works applied for 2014-2015 CDBG grant and was awarded a grant in ther amount of $286,295.00 for this project.

3000 WEST STREET CULINARY & SECONDARY WATERLINE PROJECT									
3000 West From 700 South To 200 South									
PROJECT QUANTITIES									
Item No.	Description	Unit	Quantity	Unit Price	Extended Price	Secondary Capital		Culinary Capital	
1	Mobilization, Demobilization & SWPP	LS	1	$15,000.00	$15,000.00	0.60	$9,000.00	0.40	$6,000.00
2	Traffic Control	LS	1	$15,000.00	$15,000.00	0.60	$9,000.00	0.40	$6,000.00
3	Saw Cut Asphalt (Full Depth)	LF	14400	$1.00	$14,400.00	10000	$10,000.00	4400	$4,400.00
4	12" DR-14 C-900 PVC(Blue Pipe)	LF	50	$35.00	$1,750.00		$0.00	50	$1,750.00
5	8" DR-14 C-900 PVC(Blue Pipe)	LF	50	$34.00	$1,700.00		$0.00	50	$1,700.00
6	8" DR-14 C-900 PVC(Purple Pipe)	LF	2800	$41.00	$114,800.00	2800	$114,800.00		$0.00
7	12"x8" DI FL Tee	EA	1	$1,800.00	$1,800.00		$0.00	1	$1,800.00
8	8" DI FL Tee	EA	2	$1,500.00	$3,000.00	2	$3,000.00		$0.00
9	12" MJxFL Butterfly Valve	EA	2	$1,800.00	$3,600.00		$0.00	2	$3,600.00
10	8" MJxFL Gate Valve	EA	4	$1,400.00	$5,600.00	3	$4,200.00	1	$1,400.00
11	8" MJ Gate Valve	EA	2	$1,400.00	$2,800.00	2	$2,800.00		$0.00
12	8"x3" DI MJ Reducer	EA	2	$1,200.00	$2,400.00	2	$2,400.00		$0.00
13	8" DI MJ 45° Bend	EA	2	$1,100.00	$2,200.00	2	$2,200.00		$0.00
14	Remove & Salvage Existing Fire Hydrant	EA	6	$300.00	$1,800.00		$0.00	6	$1,800.00
15	New Fire Hydrant Assembly On 12" Main	EA	6	$4,500.00	$27,000.00		$0.00	6	$27,000.00
16	Connect To Existing 12" Main	EA	2	$2,000.00	$4,000.00		$0.00	2	$4,000.00
17	Connect To Existing 8" Main	EA	4	$1,800.00	$7,200.00	4	$7,200.00		$0.00
18	Connect To Existing 6" Main	EA	1	$1,000.00	$1,000.00		$0.00	1	$1,000.00
19	3/4" Culinary Water Service Connection on 12" Main	EA	40	$1,500.00	$60,000.00		$0.00	40	$60,000.00
20	1" Secondary Service	EA	40	$1,200.00	$48,000.00	40	$48,000.00		$0.00
21	3/4" Copper Service Line	LF	2200	$24.00	$52,800.00		$0.00	2200	$52,800.00
22	1" Poly	LF	2200	$15.00	$33,000.00	2200	$33,000.00		$0.00
23	Air Vac	EA	2	$5,000.00	$10,000.00	1	$5,000.00	1	$5,000.00
24	Type A1 Foundation Material	TON	300	$18.00	$5,400.00	100	$1,800.00	200	$3,600.00
25	Bedding Material	TON	5832	$15.00	$87,480.00	4050	$60,750.00	1782	$26,730.00
26	Type A2 Agg. Base Material	TON	1475	$15.00	$22,117.50	1012.5	$15,187.50	462	$6,930.00
27	4” Bituminous Asphalt (1000 West Street)	SF	28800	$4.00	$115,200.00	20000	$80,000.00	8800	$35,200.00
					$659,047.50		$408,337.50		$250,710.00

Fund Balance Presentation

November 19, 2014

FACTS

- Per Utah Code section 10-6-116 sections 2 & 4, the general fund balance is required to be between 5 – 25% of the final revenues for that fiscal year.
- General Fund balance at June 30, 2014 = $2,372,821. The FY2014 final revenues = $9,632,160. Fund balance = 24.63%.

FACTS

- FY2014 General Fund balance increased $544,588 over FY2013 balance.

- Adopted Fund Balance Policy requires a minimum of 16.7% of the general fund annual budgeted revenue.

HISTORICAL FACTS

- **<u>Fund balance over last 6 years</u>**:
  - FY2009 = $285,445 or approximately 5%
  - FY2010 = $625,253 or approximately 10%
  - FY2011 = $1,017,689 or 14.49%
  - FY2012 = $1,454,387 or 17.26%
  - FY2013 = $1,828,234 or 19.30%
  - FY 2014 = $2,372,821 or 24.63%

Fund Balance Policy

- Min. fund balance acts as a rainy day fund.
- Amount in excess of 16.7% shall be used for capital improvements (i.e. streets, parks, etc), capital purchases (i.e. vehicles, equipment, etc), debt reduction, or other one-time expenditures.
- City Manager to recommend use of excess.

General Fund Balance

General Fund Balance Calculation		
FY2014 Final Revenues	$ 9,632,160.00	
Fund Balance @ 6/30/2014	$ 2,372,821.00	24.63%
Target Fund Balance @ 16.7%	$ 1,608,571.00	16.7%
Excess to be used	$ 764,250.00	

FY2015 Budget

- Started with a balance budget.
- No use of fund balance.
- Sales tax revenues projected at a 3.9% increase. Seen increase of 6.1% through first two months.
- Conservative estimates on revenues & liberal on expenses.

ADMINISTRATION PHILOSOPHY

- Philosophy of budgeting conservatively on revenues and liberal on expenses has resulted in an increased fund balance over last 5 years.
- Invest in City infrastructure & systems to improve city services and develop community.
- Credit to Departments for spending conservatively and finding ways to cut costs (i.e. operating more efficiently).

Menu Options

Options for Funding:	
3- Yr Projected Needs for Vehicles	$ (330k – 600k)
- Pub Works, Fire, Police, P&R	
Regional Park	$ (7 million)
1000 West Road/Utility Project (2700 S to Antelope Dr.)	$ (1-2 million)
Road Repair, Crack Seal, Surface Treatments	$ (500k – 1M)
Bldg Bond	$ (6.2 Million)
Jensen Park Bond	$ (850k)

COUNCIL AGENDA

November 19, 2014

Agenda Item# **7** Public Hearing: Adopt Resolution R14-39 adopting a policy for hardship waivers related to ambulance billing and amending the consolidated fee schedule for fiscal year 2015.

Factual Summation

- Any questions about this agenda item may be directed at Finance Director Stephen Marshall. See attached resolution including exhibit A the ambulance billing waiver policy, and exhibit B the amended consolidated fee schedule.

- The City Council previously discussed the option to adopt a formal policy for hardship waivers in relation to ambulance billing services. It was decided that a formal resolution should be passed to adopt a policy. This policy is attached as exhibit A of the resolution.

- Administration also recommends that the consolidated fee schedule be amended to show the hardship waiver and reference to the adopted policy. We have also added one additional minor change to the fee schedule for warranty inspections. The current fee schedule shows a charge of $0.00. We recommend that this amend be changed to $50.00.

Recommendation

Adopt Resolution to approve the hardship waiver policy for ambulance billing and also amend the consolidated fee schedule to approve the changes as recommended.

RESOLUTION NO. R14-39

A RESOLUTION OF THE SYRACUSE CITY COUNCIL ADOPTING CITY POLICY TO ALLOW FOR CONSIDERATION OF FINANCIAL HARDSHIP RELATIVE TO AMBULANCE BILLING AND AMENDING THE SYRACUSE CITY CONSOLIDATED FEE SCHEDULE ACCORDINGLY.

WHEREAS, Syracuse City has previously not had in place a formal policy governing the consideration of financial hardship relative to ambulance billing; and

WHEREAS, the Syracuse City Fire Department occasionally receives requests for fee reductions or write-offs of ambulance billing charges for a party with financial responsibility for the transport of themselves or their family member/dependent; these requests are considered on a case by case basis; and

WHEREAS, the Syracuse City Fire Department would like to use the current year Federal Poverty Guidelines to determine the eligibility of a reduced ambulance bill, with the minimum amount accepted being $100; and

WHEREAS, the City's ambulance billing rates are referenced in the City's consolidated fee schedule and it is necessary to amend that document to reference the use Federal Poverty Guidelines to consider requests for consideration of financial hardship; and

WHEREAS, the City Council and Mayor have reviewed the draft policy and feel it addresses the needs of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Adoption. The financial hardship policy is attached hereto as Exhibit "A," and incorporated herein by reference is hereby adopted by Syracuse City.

Section 2. Adoption. Proposed amendments to the Consolidated Fee Schedule are attached hereto as Exhibit "B" and incorporated herein by reference is hereby adopted by Syracuse City.

Section 3. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 4. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 19th DAY OF NOVEMBER, 2014.

SYRACUSE CITY

ATTEST:

_____ By:_____

Cassie Z. Brown, City Recorder Terry Palmer, Mayor

EXHIBIT A

Ambulance Transport - Consideration For Financial Hardship Policy

Occasionally Syracuse Fire Department Ambulance will receive a fee reduction/write off request from a party with financial responsibility and financial distress for the transport of themselves or their family member/dependent. These are reviewed and addressed case-by-case.

In an effort to be consistent on the approach to these requests, the City's Ambulance Billing Service Provider (usually the first point of contact for the request) will require the completion of a Financial Hardship Consideration Form that will be submitted to Syracuse Fire Department complete with a signed copy of the requestors most recent Federal Tax Return, and payroll check stubs (for income verification) from the previous three months.

Using this information and the current year Federal Poverty Guidelines http://familiesusa.org/product/federal-poverty-guidelines, a determination is made for eligibility of reduced ambulance bill, using a standardized formula accepted by Syracuse City, with a minimum amount accepted being $100.

Example 1: Patient transport with Ambulance invoice of $1749.25.
Family of three with income verified at $22,792.
Federal Poverty Guidelines chart = Family of three is at 100% of poverty level with an income of $19,790.
Formula: $22,792 / $19,790 = 1.15 (Income is 115% of poverty)
Ambulance Invoice ($1749.25) divided by 1.15 = $1521.08 = amount subtracted from invoice.
$1749.25 - $1521.08 = $221.17 (amount due based on financial hardship)

Example 2: Patient transport with Ambulance invoice of $2124.16.
Family of five with income verified at $47,166.
FPG chart = Family of five is at 100% poverty level with an income of $27,910.
Formula: $47166 / $27,910 = 1.69. (Income is 169% of poverty level)
Ambulance Invoice ($2124.16) divided by 1.69 = $1256.90 = amount subtracted from invoice.
$2124.16 - $1256.90 = $867.26 (amount due based on financial hardship)

Example 3: Patient transport with Ambulance invoice of $1410.11.
Family of four with income verified at $20,572.
FPG chart = Family of four is at 100% poverty level with an income of $23,850.
Formula: $20,572 / $23,850 = .86 (Income is 86% of poverty level)
Ambulance Invoice ($1410.11) divided by .86 = $1639.66.
$1410.11 - $1639.66 = $-229.55 (amount owed reduced to the minimum $100 based on financial hardship)

EXHIBIT B

Fee Description		Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Bond Fees							
Landscaping Bond		$55.00 per Permit	NA NA				
Performance & Guaranty for Temporary Occupancy		100% of value	10% Administration Fee				
Plan Check Fees							
Residential	All Permitted Structures	40% Permit Fee	NA NA				
Residential - Duplicate multi-family structure		50% of original plan check fee					
NOTE: Applicable within 1 year of first permit issuance and within the same ICC code period							
Commercial	All Permitted Structures	65% Permit Fee	NA NA				
Building Investigation Fee	All Permitted Structures	100% % Permit Fee	NA NA				
Fire Sprinkler/Safety Plans	All Permitted Structures	$75.00 Per Hour	NA NA				
Additional Plan Review Due to Revisions		$56.40 Per Hour (1/2 hr min.)	NA NA				
General Building Valuation							
Building Value from $1-1,000.00		$56.40 ea. Unit	NA NA				
Building Value from $1,001-2,000		$56.40 ea. Unit	$2.70 ea. addl. $100 or fraction therof				
Building Value from $2,001-25,000		$83.40 ea. Unit	$16.80 ea. addl. $1000 or fraction therof				
Building Value from $25,001-50,000		$469.80 ea. Unit	$12.11 ea. addl. $1000 or fraction therof				
Building Value from $50,001-100,000		$772.55 ea. Unit	$8.40 ea. addl. $1000 or fraction therof				
Building Value from $100,001-500,000		$1,192.55 ea. Unit	$6.72 ea. addl. $1000 or fraction therof				
Building Value from $501,000-1,000,000		$3,880.55 ea. Unit	$5.70 ea. addl. $1000 or fraction therof				
Building Value from $1,000,000.00+		$6,730.55 ea. Unit	$4.65 ea. addl. $1000 or fraction therof				
Pools, Tubs & Spas							
Public Pool		Bid Price ea. Unit	NA NA				
Private Pool - In Ground		Bid Price ea. Unit	NA NA				
Private Pool - Above Ground Temporary		$56.40 ea. Unit					
Private Pool - Above Ground Permenant		Bid Price ea. Unit	NA NA				
Storage Sheds		Construction Value ea. Unit	NA NA				
Storage Sheds - Re-siding only		$47.00 ea. Unit	NA NA				
State Fee (Surcharge)		1% of Permit Fee	NA NA				
Expired Permit							
Less Than to 180 days		65% Building Value	NA NA				
Greater than 180 Days but Lesss Than 1 Year		65% of Original Permit Cost	NA NA				
Greater Than 1 Year		100% of Original Permit Cost	NA NA				
Impact Fees							
Parks, Trails, and Recreation		$2,393.56 Per Household					
Residential Transportation	Single Family Residence	$1,131.00 Per Unit	NA NA				
Residential Transportation	All other types/units	$705.00 Per Unit	NA NA				
Commercial Transportation							
General Commercial		$2,328.00 Per 1,000 sf of GFA	NA NA				
Office/Institutional		$2,428.00 Per 1,000 sf of GFA	NA NA				
Industrial		$668.00 Per 1,000 sf of GFA	NA NA				
Culinary Water							
¾" Line		$966.00 ea. Unit	NA NA				
1" Line		$1,610.00 ea. Unit	NA NA				
1½" Line		$4,999.00 ea. Unit	NA NA				
2" Line		$7,997.00 ea. Unit	NA NA				
3" Line		$15,994.00 ea. Unit	NA NA				
4" Line		$24,991.00 ea. Unit	NA NA				
6" Line		$49,981.00 ea. Unit	NA NA				
8" Line		$79,970.00 ea. Unit	NA NA				
Secondary Water - Residential							
4,000-7,000sf lot		$523.03 ea. Unit	NA NA				
7,001-8,000sf lot		$760.31 ea. Unit	NA NA				
8,001-9,000sf lot		$883.18 ea. Unit	NA NA				
9,001-10,000sf lot		$1,008.44 ea. Unit	NA NA				
10,001-11,000sf lot		$1,135.85 ea. Unit	NA NA				
11,001-13,000sf lot		$1,330.48 ea. Unit	NA NA				
13,001-15,000sf lot		$1,595.85 ea. Unit	NA NA				

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
15,001-17,000sf lot	$1,867.01 ea. Unit	NA NA				
17,001-19,000sf lot	$2,143.25 ea. Unit	NA NA				
19,001-21,000sf lot	$2,423.98 ea. Unit	NA NA				
21,001-23,000sf lot	$2,708.76 ea. Unit	NA NA				
23,001-25,000sf lot	$2,997.23 ea. Unit	NA NA				
25,001-27,000sf lot	$3,289.06 ea. Unit	NA NA				
27,001-30,000sf lot	$3,658.21 ea. Unit	NA NA				
30,001-33,000sf lot	$4,107.02 ea. Unit	NA NA				
33,001-36,000sf lot	$4,561.61 ea. Unit	NA NA				
36,001-39,000sf lot	$5,021.48 ea. Unit	NA NA				
39,001-42,000sf lot	$5,486.20 ea. Unit	NA NA				
42,001-45,000sf lot	$5,955.43 ea. Unit	NA NA				
45,001-48000sf lot	$6,428.84 ea. Unit	NA NA				
48,001-51,000sf lot	$6,906.17 ea. Unit	NA NA				
51,001-54,000sf lot	$7,387.17 ea. Unit	NA NA				
54,001-57,000sf lot	$7,871.64 ea. Unit	NA NA				
57,001-60,000sf lot	$8,359.39 ea. Unit	NA NA				
Secondary Water - Open Land in a Commercial Subdivision	$0.17 sf of pervious area	NA NA				
Sewer - North Davis Sewer District (Fee)	$3,000.00 per Connection	NA NA				
Sewer - Storm (ENR Construction Index)						
R1	$4,748.00 per acre or 0.109 sf	NA NA				
R2	$5,053.00 per acre or 0.116 sf	NA NA				
R3	$5,532.00 per acre or 0.127 sf	NA NA				
R4	$6,316.00 per acre or 0.145 sf	NA NA				
PRD	$6,011.00 per acre or 0.138 sf	NA NA				
GC	$11,369.00 per acre or 0.261 sf	NA NA				
C2	$10,716.00 per acre or 0.246 sf	NA NA				
I1	$11,369.00 per acre or 0.261 sf	NA NA				
A1	$3,006.00 per acre or 0.069 sf	NA NA				
PO	$11,369.00 per acre or 0.261 sf	NA NA				
Public Safety						
Residential	$225.16 per application	NA NA				
Commercial	$0.0440 Per sf of building	NA NA				
Connection Fees						
Culinary Water						
3/4" Meter	$325.00 ea. Unit	NA NA				
1" Meter	$485.00 ea. Unit	NA NA				
1 ½" Meter	$680.00 ea. Unit	NA NA				
2" Meter	$983.00 ea. Unit	NA NA				
3" Meter	$1,699.50 ea. Unit	NA NA				
4" Meter	$3,005.00 ea. Unit	NA NA				
6" Meter	$4,782.00 ea. Unit	NA NA				
8" Meter	$7,143.00 ea. Unit	NA NA				
Secondary Water						
¾" Line	$300.00 ea. Unit	NA NA				
1" Line	$400.00 ea. Unit	NA NA				
1½" Line	$600.00 ea. Unit	NA NA				
2" Line	$800.00 ea. Unit	NA NA				
3" Line	$1,200.00 ea. Unit	NA NA				
4" Line	$1,600.00 ea. Unit	NA NA				
6" Line	$2,000.00 ea. Unit	NA NA				
8" Line	$2,400.00 ea. Unit	NA NA				
Sewer - North Davis Sewer District (Connection)	$240.00 per Connection	NA NA				
Sewer - City Connection	$300.00 ea. Unit	NA NA				
Review for 8" Main Line	$250.00					
Inspection Fees						
Outside of normal business hours	$56.40 per incident (2 hr min.)	NA NA				

Fee Description		Current Base Fee		Additional Fee		Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Re-Inspections		$56.40	per Hour	NA	NA				
Plan Changes			2 x Plan Fee	NA	NA				
Inspection with no fee indicated		$56.40	per Hour (1/2 hour min.)	NA	NA				
Additional Plan Reviews Due to Revisions		$56.40	per Hour (1/2 hour min.)						
Miscellaneous/Requested Inspections		$56.40	per Hour (1/2 hour min.)	NA	NA				
Final Off-Site Inspection		$15.00	per Lot	NA	NA				
Final Off-Site Inspection Items									
Culinary Water		$0.183	per lf	NA	NA				
Secondary Water		$0.124	per lf	NA	NA				
Sanitary Sewer		$0.183	per lf	NA	NA				
Storm Drain		$0.143	per lf	NA	NA				
Land Drain		$0.178	per lf	NA	NA				
Curb and Gutter		$0.038	per lf	NA	NA				
Sidewalk		$0.019	per lf	NA	NA				
Road		$0.111	per lf	NA	NA				
Hydrant Test		$10.00	per Hydrant	NA	NA				
Smoke Test		$6.00	per Lot	NA	NA				
Streetlight		$6.00	per Streetlight	NA	NA				
Warranty Inspections									
First Final Warranty		$0.00	per Project	NA	NA	**$50.00**	**per Project**		
Final Warranty Re-inspection (if punch list is complete)		$0.00	per Project	NA	NA	**$50.00**	**per Project**		
Third Final Warranty		$75.00	per Project	NA	NA				
Fourth Final Warranty		$100.00	per Project	NA	NA				
3rd Party Project or Plan Review Fee		Variable	Fee assessed to the project applicant						
Sign Permit Fees									
Permanent Attached		Sign Valuation	per Sign	NA	NA				
Temporary Attached	5 days max.	$35.00	per Sign	NA	NA				
Permanent Detached		Sign Valuation	Per Sign	State Fee	per Sign				
Temporary Detached	5 days max.	$35.00	per Sign	NA	NA				
Sign Reclamation fee (Illegal sign)		$10.00	per Sign	NA	NA				
Sign Reclamation fee (Repeat offenses)		$40.00	per Sign	NA	NA				

*All permits and reviews are subject to a 1% surcharge imposed by the State of Utah Division of Professional Licensure

**Not every situation is foreseen; fees may be based on bid amounts or the total number of inspections to complete a project

***A per inspection fee is calculated at $56.40/inspection to offset the cost of additional inspections

Community Development *All Fees Are Effective July 1, 2014 Except As Noted (All fees paid with credit card are subject to 1% fee)*

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Development Application Fees						
Commercial Site Plan*						
0-5 Acres	$575.00 per Plan set	$55.00 per Acre				
5.01-10 acres	$1,585.00 per Plan set	$173.00 per Acre				
10.01-15 acres	$2,450.00 per Plan set	$144.00 per Acre				
15.1-20 acres	$3,170.00 per Plan set	$115.00 per Acre				
> 20.1 acres	$3,745.00 per Plan set	$100.00 per Acre				
Each Revised Plan*	$250.00 per Plan set	$50.00 per Lot				
Site Plan Amendment (minor)	$100.00 per Plan set	NA NA				
Site Plan Including Conditional use	$650.00 per Plan set	$55.00 per acre				
Site Plan Nonconforming Use/Lot Review Fee	$35.00 per Plan set	NA NA				
Residential Development Plat*						
Sketch Plan	$225.00 per Plan set	$25.00 per Lot				
Each Revised Sketch Plan	$50.00 per Plan set	$15.00 per Lot				
Preliminary Plan	$575.00 per Plan set	$50.00 per Lot				
Each Revised Preliminary Plan	$150.00 per Plan set	$15.00 per Lot				
Final Plan	$575.00 per Plan set	$75.00 per Lot				
Each Revised Final Plan	$250.00 per Plan set	$50.00 per Lot				
Staff Review Fees						
Amended Subdivision	$550.00 per Plan set	$50.00 per Lot				
Residential Multi-Family	$750.00 per Plan set	1.00% Bond Amount				
All Addtitional Reviews Required by Plan Changes	$56.40 per Hour (1/2 hour min.)	$0.00 NA				
Gec Private Pool - Above Ground Permenant	Bid Price Per Hour					
Administrative Fees						
Appeal to Board of Adjustments	$200.00 per appeal	NA NA				
Plat Recording Fee (Per County Recorders Fee Schedule)	$37.00 per Plat	$1/lot + $1/signature over 2 + $1/each common space				
Payback or Reimbursement Agreement	$500.00 per agreement	NA NA				
Application Fees	$0.65					
General Plan Amendment	$450.00 per Application	NA NA				
Re-Zone	$425.00 per Application	$0.00 NA				
Conditional Use (Major)	$100.00 per Application	Public Noticing Fees				
Conditional Use (Minor)						
Conditional Use Extension or Modification (Major)	$50.00 per Application	NA NA				
Conditional Use Extension or Modification (Minor)						
Agricultural Protection Area Designation	$250.00 per Application	$25.00 NA				
Annexation Petition and Review						
0-2 acres	$230.00 per Application	$173.00 per Acre				
2.1-5 acres	$575.00 per Application	$144.00 per Acre				
5.1-10 acres	$1,007.00 per Application	$115.00 per Acre				
> 10 acres	$1,582.00 per Application	$87.00 per Acre				
Home Occupation	$45.00 per Application	NA NA				
Commercial Business	$25.00 per Application	NA NA				
Public Noticing Fees						
Public Notice Signs	$6.00 Per Sign					
Mailing List Generation	$25.00 per Application					
Noticing Fee for impacted residents	$1.00 Per Address					
Business License Fees						
Business License Amendment	$5.00 per Application	NA NA				
Business License Listing	$5.00 per copy	NA NA				
Home Occupation	$75.00 per Application	NA NA				
Commercial Business (Temporary - 6 months Max.)	$25.00 per Application	NA NA				
License Fee - Commercial Retail Business						
< 5,000 sf	$75.00 per Application	NA NA				
5,001-10,000 sf	$125.00 per Application	NA NA				
> 10,001 sf	$350.00 per Application	NA NA				
License Fee - Commercial Business						
Professional Services	$75.00 per Application	NA NA				
General Services	$75.00 per Application	NA NA				
Food Establishment	$75.00 per Application	NA NA				
Sexually Oriented Business (SOB)						
Sexually Oriented Business (SOB)	$950.00 per Application	NA NA				
Escort Services	$950.00 per Application	NA NA				
Nude Entertainment Business	$950.00 per Application	NA NA				

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Nude Entertainment Employee	$250.00 per Application	NA NA				
Semi-Nude Entertainment Business	$950.00 per Application	NA NA				
Semi-nude Entertainment Employee	$250.00 per Application	NA NA				
Nude Entertainment Employee (Outcall, on-site and non-performing nude entertainment/dancing agency employees)	$250.00 per Application	NA NA				
Nude Dancing Agency	$950.00 per Application	NA NA				
Semi-Nude Dancing Agency	$950.00 per Application	NA NA				
Outcall Agency	$950.00 per Application	NA NA				
Outcall Agency Employee (Off-site services)	$250.00 per Application	NA NA				
Disclosure Application investigation	$50.00 per Application	NA NA				
Outcall Agency Employee (Off-site services)	$252.00 per Application	NA NA				
Application for 2+ Licenses at one time	$20.00 per Application	Higher of applicable fees				
Outcall Agency Employee (Off-site services)	$254.00 per Application	NA NA				
Solicitors/Mobile Sales/Vendors (annual fee)	$25.00 per Application	NA NA				
License per solicitor	$25.00 per Month	NA NA				
Alcoholic Beverages						
Class "A"	$200.00 per Application	NA NA				
Class "B"	$300.00 per Application	NA NA				
Pawn Shops	$450.00 per Application	NA NA				
Duplicate Business License	$5.00 per Application	NA NA				
Late Payment Fees						
Paid after Jan 31	50.00% of renewal fee					
Paid after Feb. 28	75.00% of renewal fee					
Paid after Mar 31	100.00% of renewal fee					
Fines						
Utility Excavation without a Permit	$250.00 per Incident	NA NA				
Storm Water Pollution - Illicit Discharge	$200.00 Per Incident					
Storm Water - Post contsruction BMP removal	$100.00 Per BMP					
Construction Activity Without a Permit when required	$100.00 per Incident	NA NA				
Operating without a business license	$15.00 per Incident	Certified mailing costs				
Late Payment Fees	$10.00 per month					
Weed Mowing (Code Enforcement)						
Class B - A parcel of 1/4 acre or less with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			$170.00			
Class C - A parcel greater than 1/4 acre, but less than 1/2 acre with weeds and/or a small amount of trash			$180.00			
Class D - A parcel greater than 1/4 acre, but less than 1/2 acre with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			$205.00			
Class E - A parcel greater than 1/2 acre, but less than 3/4 acre with weeds and/or a small amount of trash			$225.00			
Class F - A parcel greater than 1/2 acre, but less than 3/4 acre with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			$255.00			
Class G - A parcel greater than 3/4 acre, but less than 1 acre with weeds and/or a small amount of trash			$262.50			
Class H - A parcel greater than 3/4 acre, but less than 1 acre with weeds and or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			$352.50			
Class I - A parcel greater than 1 acre, but less than 2 acres with weeds and/or a small amount of trash			$375.00			
Class J - A parcel greater than 1 acre, but less than 2 acres with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			$412.50			
Class K - A parcel greater than 2 acres, but less than 3 acres with weeds and/or a small amount of trash			$457.50			
Class L - A parcel greater than 2 acres, but less than 3 acres with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)			$615.00			
Special Class - Special nuisances not easily classified requiring hourly fees for drivers, trucks, tractors, and hand work.			bids will be obtained from contractors.			
1/4 acre = 10,890 square feet						
1/2 acre = 21,780 square feet						
3/4 acre = 32,674 square feet						
1 acre = 43,560 square feet						
**All rates include dump fees						
Administration Fee for each subsequent weed mowing incident	$50.00 per incident	NA NA				
Hourly Rates						
Weedeater	$33.00					
Edger	$33.00					
Leaf Blower	$33.00					
Push Mower	$36.00					
Small Riding Mower	$43.50					
Large Riding Mower	$52.50					
Tractor	$75.00					
Truck/Trailer	$82.50					
Tractor/Mower	$78.00					
**Hourly rates include operator, equipment, and all incidentals required to complete the work.						
Excavation Permit Fees						
NOTE: Trench Repair Fees for Excavations bebtween October 15th and May 15th are double fee shown						

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Administrative Fee	$47.00 per applciation					
Curb & Gutter Repair	$20.00 per lf	NA NA				
Sidewalk Repair	$10.00 per lf	NA NA				
Phone/Power/Cable Trench Repair Fee for Perpendicular Cuts						
26'-0" Wide Road (50' ROW)						
1'-0" to 13'-0" Cut	$46.14 per Application	NA NA				
14'-0" to 26'-0" Cut	$92.40 per Application	NA NA				
32'-0"' Wide Road (50'-60' ROW)						
1'-0" to 16'-0" Cut	$56.88 per Application	NA NA				
Cut 17'-0" to 32'-0" Cut	$132.64 per Application	NA NA				
36-0"' Wide Road (60' ROW)						
1'-0" to 18'-0" Cut	$63.96 per Application	NA NA				
19'-0" to 36'-0" Cut	$127.92 per Application	NA NA				
42'-0" Wide Road (66' ROW)						
1'-0" to 21'-0" Cut	$78.12 per Application	NA NA				
22'-0" to 42'-0" Cut	$156.42 per Application	NA NA				
56'-0" Wide Road (80' ROW)						
1'-0" to 21'-0" Cut	$78.12 per Application	NA NA				
22'-0" to 35'-0" Cut	$127.92 per Application	NA NA				
36'-0" to 56'-0" Cut	$198.80 per Application	NA NA				
Water Line Trench Repair Fee for Perpendicular Cuts						
26'-0" Wide Road (50' ROW)						
1'-0" to 13'-0" Cut	$53.83 per Application	NA NA				
14'-0" to 26'-0" Cut	$107.66 per Application	NA NA				
32'-0"' Wide Road (50'-60' ROW)						
1'-0" to 16'-0" Cut	$66.36 per Application	NA NA				
Cut 17'-0" to 32'-0" Cut	$132.72 per Application	NA NA				
36-0"' Wide Road (60' ROW)						
1'-0" to 18'-0" Cut	$74.62 per Application	NA NA				
19'-0" to 36'-0" Cut	$149.24 per Application	NA NA				
42'-0" Wide Road (66' ROW)						
1'-0" to 21'-0" Cut	$87.08 per Application	NA NA				
22'-0" to 42'-0" Cut	$174.16 per Application	NA NA				
56'-0" Wide Road (80' ROW)						
1'-0" to 21'-0" Cut	$87.08 per Application	NA NA				
22'-0" to 35'-0" Cut	$145.46 per Application	NA NA				
36'-0" to 56'-0" Cut	$232.12 per Application	NA NA				
Storm Drain Lines Trench Repair Fee for Perpendicular Cuts						
26'-0" Wide Road (50' ROW)						
1'-0" to 13'-0" Cut	$61.52 per Application	NA NA				
14'-0" to 26'-0" Cut	$123.04 per Application	NA NA				
32'-0"' Wide Road (50'-60' ROW)						
1'-0" to 16'-0" Cut	$75.84 per Application	NA NA				
Cut 17'-0" to 32'-0" Cut	$151.68 per Application	NA NA				
36-0"' Wide Road (60' ROW)						
1'-0" to 18'-0" Cut	$85.25 per Application	NA NA				
19'-0" to 36'-0" Cut	$170.56 per Application	NA NA				
42'-0" Wide Road (66' ROW)						
1'-0" to 21'-0" Cut	$99.52 per Application	NA NA				
22'-0" to 42'-0" Cut	$199.04 per Application	NA NA				
56'-0" Wide Road (80' ROW)						
1'-0" to 21'-0" Cut	$99.52 per Application	NA NA				
22'-0" to 35'-0" Cut	$166.24 per Application	NA NA				
36'-0" to 56'-0" Cut	$265.28 per Application	NA NA				
Sanitary Sewer Lines Trench Repair Fee for Perpendicular Cuts						
26'-0" Wide Road (50' ROW)						
1'-0" to 13'-0" Cut	$69.21 per Application	NA NA				
14'-0" to 26'-0" Cut	$138.24 per Application	NA NA				
32'-0"' Wide Road (50'-60' ROW)						
1'-0" to 16'-0" Cut	$85.32 per Application	NA NA				
Cut 17'-0" to 32'-0" Cut	$170.64 per Application	NA NA				
36-0"' Wide Road (60' ROW)						
1'-0" to 18'-0" Cut	$99.40 per Application	NA NA				

Fee Description	Current Base Fee		Additional Fee		Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
19'-0" to 36'-0" Cut	$191.88	per Application	NA	NA				
42'-0" Wide Road (66' ROW)								
1'-0" to 21'-0" Cut	$111.96	per Application	NA	NA				
22'-0" to 42'-0" Cut	$223.92	per Application	NA	NA				
56'-0" Wide Road (80' ROW)								
1'-0" to 21'-0" Cut	$111.96	per Application	NA	NA				
22'-0" to 35'-0" Cut	$187.02	per Application	NA	NA				
36'-0" to 56'-0" Cut	$298.44	per Application	NA	NA				
Combined Trench Repair Fee for Perpendicular Cuts	$35.00							
26'-0" Wide Road (50' ROW)	Sign Valuation	Per Sign						
1'-0" to 13'-0" Cut	$35.00	per Application	NA	NA				
14'-0" to 26'-0" Cut	$153.60	per Application	NA	NA				
32'-0"' Wide Road (50'-60' ROW)								
1'-0" to 16'-0" Cut	$94.80	per Application	NA	NA				
Cut 17'-0" to 32'-0" Cut	$189.60	per Application	NA	NA				
36-0"' Wide Road (60' ROW)								
1'-0" to 18'-0" Cut	$106.60	per Application	NA	NA				
19'-0" to 36'-0" Cut	$213.20	per Application	NA	NA				
42'-0" Wide Road (66' ROW)								
1'-0" to 21'-0" Cut	$124.40	per Application	NA	NA				
22'-0" to 42'-0" Cut	$248.80	per Application	NA	NA				
56'-0" Wide Road (80' ROW)								
1'-0" to 21'-0" Cut	$124.40	per Application	NA	NA				
22'-0" to 35'-0" Cut	$207.80	per Application	NA	NA				
36'-0" to 56'-0" Cut	$331.60	per Application	NA	NA				
Trench Repair Fee for Parallel Cuts								
26'-0" Wide Road (50' ROW)								
1'-0" to 13'-0" Cut	$3.85	per foot of resurface	NA	NA				
14'-0" to 26'-0" Cut	$7.70	per foot of resurface	NA	NA				
32'-0"' Wide Road (50'-60' ROW)								
1'-0" to 16'-0" Cut	$4.74	per foot of resurface	NA	NA				
Cut 17'-0" to 32'-0" Cut	$9.47	per foot of resurface	NA	NA				
36-0"' Wide Road (60' ROW)								
1'-0" to 18'-0" Cut	$5.33	per foot of resurface	NA	NA				
19'-0" to 36'-0" Cut	$10.66	per foot of resurface	NA	NA				
42'-0" Wide Road (66' ROW)								
1'-0" to 21'-0" Cut	$6.22	per foot of resurface	NA	NA				
22'-0" to 42'-0" Cut	$12.44	per foot of resurface	NA	NA				
56'-0" Wide Road (80' ROW)								
1'-0" to 21'-0" Cut	$6.22	per foot of resurface	NA	NA				
22'-0" to 35'-0" Cut	$10.36	per foot of resurface	NA	NA				
36'-0" to 56'-0" Cut	$16.58	per foot of resurface	NA	NA				

* Site Plan Review includes one (1) additional corrections review after first submittal

Storm Water Activity Permit Fees		
Storm Water Permit Fees	$50.00	Per application
Deposit - Storm Water Activity Permit	$1,000.00	Per application

Newsletter Advertising Fees

NOTE: See Resolution R10-13 for policies governing advertising in City Newsletter

	Per Issue Rate
Full page ad (8.5" x 11")	$400.00
Half page ad	$225.00
Quarter page ad	$125.00
Eight page ad	$60.00

Utility Bill Advertising Fees

NOTE: See Resolution R11- for policies governing advertising on the Utility Bill

	Per Issue Rate
Full page color ad (8.5" x 11")	$600.00
Full page black and white ad (8.5" x 11")	$400.00

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Utility Rates						
Garbage Service						
Service	$9.95 per month	N/A NA				
New Garbage Can Set-up	$100.00 ea. Unit	NA NA				
Extra Garbage Can (Limit 3)	$7.20 ea. Unit	NA NA				
Green Waste Can	$6.50 ea. Unit	N/A N/A				
Replacement Cost	$90.00 per can	NA NA				
Early Return of Extra Can(s) - less than six (6) months	$35.00 per can	NA NA				
Street Lighting (Effective May 1st, 2009)						
Street Ligting Power Fee	$1.00 per month	NA NA				
Purchase of New Street Lights	$0.32 per month	NA NA				
Parks Maintenance Fee	$2.93 per month	NA NA				
Temporary Meter (New Construction)	$30.00 per application	NA NA				
New Service (Does not include impact fee)	$25.00 per application	NA NA				
Utility Account Transfer (within City limits)	$15.00 per request	NA NA				
Late Fee on Delinquent Accounts	$10.00 per incident	NA NA				
Request for Re-establishment of Service after Delinquency						
First Occurrence	$35.00 per request	NA NA				
Subsequent Occurrences (Same Year)	$50.00 per request	NA NA				
After Hours Re-connection of Service	$35.00 per request	NA NA				
Deposit for Water Service						
Residential	$75.00 per application	NA NA				
Commercial/Industrial/Multi-Family	$100.00 per application	NA NA				
Culinary Water Service						
Private Pool - Above Ground Permenant	$2.20 per 1,000 gallons					
Commercial Construction (not to be pro-rated)	$2.20 per 1,000 gallons					
Commercial Service						
< 10,000 Gallons	$16.50 per month	NA NA				
10,001-30,000 gallons	$1.65 per 1,000 gallons	NA NA				
30,001-40,000 gallons	$2.05 per 1,000 gallons	NA NA				
> 40,000 gallons	$2.65 per 1,000 gallons	NA NA				
Residential Service (with secondary water)						
< 8,000 Gallons	$16.50 per month	NA NA				
8,001 -15,000 gallons	$2.05 per 1,000 gallons	NA NA				
> 15,000 gallons	$2.45 per 1,000 gallons	NA NA				
Residential Service (without secondary water)						
< 8,000 Gallons	$16.50 per month	NA NA				
8,001 -15,000 gallons	$2.20 per 1,000 gallons	NA NA				
15,001-20,000 gallons	$2.75 per 1,000 gallons	NA NA				
> 20,000 gallons	$4.10 per 1,000 gallons	NA NA				
All Non-Residential Service						
< 8,000 Gallons	$22.50 per month	NA NA				
8,001 -15,000 gallons	$2.20 per 1,000 gallons	NA NA				
15,001-20,000 gallons	$2.75 per 1,000 gallons	NA NA				
> 20,000 gallons	$4.10 per 1,000 gallons	NA NA				
Secondary Water Service (rate based on 3/4" line size flow for any service larger than 1")						
3/4" line	$15.50 per month	NA NA				
1" line	$21.50 per month	NA NA				
1 1/2" line	$58.00 per month	NA NA				
2" line	$103.11 per month	NA NA				
3" line	$184.50 per month	NA NA				
4" line	$412.44 per month	NA NA				

Fee Description	Current Base Fee		Additional Fee		Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
6" line	$928.00	per month	NA	NA				
8" line	$1,649.78	per month	NA	NA				
Hydrant Meter								
Meter Deposit	$1,200.00	per application	NA	NA				
Administrative Fee	$30.00	per application	NA	NA				
Hydrant Rental								
Short Term (up to 3 days)	$8.00	per applcation	$2.00	per 1,000 gallons				
Long Term (Monthly)	$30.00	per month	$2.00	per 1,000 gallons				
General Use Fee	$2.20	per 1,000 gallons	NA	NA				
Hydrant Flushing	$250.00	per Flushing	$2.18	per 1,000 gallons				
Sewer Service (Waste)								
Residential & Commercial	$17.80	per month	NA	NA				
Sewer Service (Storm)								
Residential	$4.55	per month	NA	NA				
Commercial								
0 - 1 acre	$6.35	per month	NA	NA				
1.1 - 2 acres	$12.75	per month	NA	NA				
2.1 - 2 acres	$19.10	per month	NA	NA				
3.1 - 4 acres	$25.45	per month	NA	NA				
4.1 - 5 acres	$31.80	per month	NA	NA				
5.1 - 6 acres	$38.20	per month	NA	NA				
6.1 - 7 acres	$44.55	per month	NA	NA				
7.1 - 8 acres	$50.90	per month	NA	NA				
8.1 - 9 acres	$57.25	per month	NA	NA				
Each additional acre	$6.35	per month	NA	NA				
Secondary Water - Open Land in a Residential Subdivision	$0.19	sf of pervious area	NA	NA				
Public Works								
Sidewalk & Driveway Approach Replacement	$45.00	per inspection	NA	NA				
Street Sweeping (Contractor failure to clean)	$515.00	per incident	Time & Material for City Personnel					
Fines								
Fines - Water Meter Tampering	$35.00	per Incident	NA	NA				

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Community Center Fees						
Rental - after hours fee for all activities	$10.00 per hour per staff member					
Rental - Gymnasium						
Resident	$100.00 per hour per gym	$500.00 per 8 hours per gym				
Non-resident	$150.00 per hour per gym	$800.00 per 8 hours per gym				
Rental - Classroom/Craft Room						
Resident	$25.00 per hour per room	$160.00 per 8 hours per room				
Non-resident	$45.00 per hour per room	$280.00 per 8 hours per room				
Memberships						
Children (Ages 5-13)						
Resident	$0.50 per day	$5.00 per month or $36 per year				
Non-Resident	$0.50 per day	$8.00 per month or $61 per year				
Youth (Ages 14-17)						
Resident	$1.00 per day	$11.00 per month or $76 per year				
Non-Resident	$1.00 per day	$16.00 per month or $101 per year				
Adults (Ages 18-59)						
Resident	$2.00 per day	$16.00 per month or $101 per year				
Non-Resident	$2.00 per day	$26.00 per month or $181 per year				
Seniors (Ages 60+)						
Resident	$0.50 per day	$5.00 per month or $36 per year				
Non-Resident	$0.50 per day	$8.00 per month or $61 per year				
Seniors Couples						
Resident	n/a per day	$7.00 per month or $56 per year				
Non-Resident	n/a per day	$11.00 per month or $101 per year				
Adult Couples						
Resident	n/a per day	$26.00 per month or $176 per year				
Non-Resident	n/a per day	$46.00 per month or $301 per year				
Familes						
Resident	n/a per day	$51.00 per month or $251 per year				
Non-Resident	n/a per day	$76.00 per month or $401 per year				
Park Rental Fees						
Park Land Rental (Concessionaire)	$250.00 per month	NA NA				
Athletic Fields						
Non-Recreational Play	$25.00 per (4) hour period	$5.00 per hour for 5+ hours				
Resident	$50.00 per field per day	NA NA				
Non-Resident	$75.00 per field per day	NA NA				
Recreational Play	Fee negotiated per Contract	NA NA				
Field Lighting	$30.00 per hour per field	NA NA				
Boweries (except for Jensen and Legacy Parks)						
Bowery Rental Deposit	$50.00 per application	NA NA				
Parties of 150 or Less						
Resident	$25.00 per (4) hour period	$5.00 per hour for 5+ hours				
Non-Resident	$50.00 per (4) hour period	$10.00 per hour for 5+ hours				
Parties of 150 or More						
Resident	$75.00 per (4) hour period	$10.00 per hour for 5+ hours				
Non-Resident	$125.00 per (4) hour period	$20.00 per hour for 5+ hours				
Jensen Nature Park						
Resident	$50.00 per (4) hour period	NA NA				
Non-Resident	$75.00 per (4) hour period	NA NA				
Jensen Park Nature Center						
Resident - 1/2 Day	$125.00 per rental	NA NA				
Resident - Whole Day	$250.00 per rental	NA NA				
Non-resident - 1/2 Day	$175.00 per rental	NA NA				
Non-resident - Whole Day	$350.00 per rental	NA NA				
Legacy Park						
Resident	$50.00 per (4) hour period	NA NA				
Non-Resident	$75.00 per (4) hour period	NA NA				
Cancellation Fee	$5.00 per cancellation	50% within 7 days, no refund under 3 days				

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Heritage Days						
10 x 10 Booth	$75.00 per booth	NA NA				
10 x 20 Booth	$120.00 per booth	NA NA				
Power for Booth	$10.00 per booth	NA NA				
Roving Vendor Permit						
Without a booth rental	$50.00 per permit	NA NA				
With a booth rental	$25.00 per permit	NA NA				
Parade Entry	$10.00 per vehicle					
Late Fee	$15.00 per application	NA NA				
Farmers Market Fees						
Booth Rental - Produce	$10 Per Week or $130 per year					
Booth Rental - Merchandise, Retail	$15 Per Week or $195 per year					
Power Rental for booth	$5 Per Week or $65 per year					
Basket Rental	$5 Per Basket					
Sports Programs						
Late Sign-up Fee	$5.00 per person	NA NA				
Golf	$56.00 per person	NA NA				
Tennis	$31.00 per person	NA NA				
Football (Tackle)	$116.00 per person	NA NA				
Adult Basketball	$351.00 per team	NA NA				
Soccer (Fall/Spring)						
Resident	$46.00 per person	NA NA				
Non-Resident	$61.00 per person	NA NA				
Baseball/Softball						
T-ball						
Resident	$36.00 per person	NA NA				
Non-Resident	$51.00 per person	NA NA				
Machine Pitch						
Resident	$41.00 per person	NA NA				
Non-Resident	$41.00 per person	NA NA				
Minor League/Major League						
Resident	$46.00 per person	NA NA				
Non-Resident	$61.00 per person	NA NA				
Pony/Ponytail/High School						
Resident	$51.00 per person	NA NA				
Non-Resident	$66.00 per person	NA NA				
Jr High/5th - 6th Girls						
Resident	$51.00 per person	NA NA				
Non-Resident	$66.00 per person	NA NA				
Basketball						
1st-6th grades (Jr Jazz)						
Resident	$51.00 per person	NA NA				
Non-Resident	$66.00 per person	NA NA				
7th-12th grades (Jr Jazz)						
Resident	$56.00 per person	NA NA				
Non-Resident	$71.00 per person	NA NA				
Itty Bitty						
Resident	$36.00 per person	NA NA				
Non-Resident	$51.00 per person	NA NA				
Equipment Rental						
Performance Stage	$900.00 per day					

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Basic Fees						
Plot Purchase						
Resident	$500.00					
Non-Resident	$1,000.00					
Plot Purchase - half/infant/urn						
Resident	$250.00					
Non-Resident	$500.00					
Interment - Adult						
Resident	$300.00					
Non-Resident	$700.00					
Interment - Child						
Resident	$175.00					
Non-Resident	$400.00					
Interment - Urn or Infant						
Resident	$100.00					
Non-Resident	$200.00					
Interment - Weekend or Holiday						
Resident	$200.00					
Non-Resident	$200.00					
Disinterment						
Resident	$400.00					
Non-Resident	$400.00					
Monument Move (Flat Monument)						
Resident	$50.00					
Non-Resident	$50.00					
Monument Move (Upright Monument)						
Resident	$250.00					
Non-Resident	$250.00					
Position Transfer Fee						
Resident	$35.00					
Non-Resident	$35.00					
After Hours fee (3:00 p.m.)						
Resident	$100.00					
Non-Resident	$100.00					

Public Safety & Public Works

All Fees Are Effective July 1, 2014 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Fire Department						
Ambulance Stand-By Fee (for-profit special events)	$36.00 per hour					
CERT Special Class fee for additional classes requested by organizations outslide of regulary scheduled classes	$200.00 per class					
Equipment issued during CERT Class	$25.00					
Fire Report	$10.00					
Fire Report with pictures	$50.00					
CPR/ First Aid Course						
Resident	$10.00					
Non-Resident	$20.00					
Off-site CPR, First Aid, or AED Training course	$200.00 per class					
Children's Bike Helmets	$10.00					
Police Department						
Fingerprinting						
Resident	$10.00 per card					
Non-Resident	$15.00 per card					
Police contract services (i.e. special events, interagency, etc)						
Admin Fee - staffing costs	$20.00 per event					
Each officer	$55.00 per hour					
Police Report	$10.00					
Police Report with any pictures/CD/DVD	$50.00					
Good Conduct Letter Request	$5.00 per letter					
Defensive Driving Course ordered by Justice Court	$30.00					
Annual sex offender registration fee	$25.00 Per Registration					
Emergency Services						
Base Fee and Mileage Rate	As per State approved Utah Health Department Rates					
Surcharges (Emergency, night service, off-road)						
Special Provisions (wait time, non-transport)						
Medical Supplies						
Hardship Waivers for Emergency Services			As per City Council Resolution R14-39			
Public Works Department						
Public Works contract services (i.e. staffing, capital projects, interagency, etc)						
Staffing costs	$75.00 per hour					
Heavy equipment costs	$100.00 per hour					

Miscellaneous

All Fees Are Effective July 1, 2014 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description		Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Faxes							
Local		$2.00 per call	NA NA				
Long Distance		$1.00 per page	$0.10 NA				
Copies							
8 1/2 " x 11" - single sheet B&W		$0.25 per sheet	NA NA				
8 1/2 " x 11" - single sheet Color		$0.50 per sheet	NA NA				
11 " x 17" - single sheet B&W		$0.50					
11 " x 17" - single sheet Color		$1.00					
24" x 36"		$2.00 per sheet	NA NA				
Off-site Printing		Actual Cost	NA NA				
Post Office Supplies							
Stamps, Packages, Boxes, etc.		As per approved USPS prices					
Bubble Wrap		$3.30					
Packing Tape Dispensers		$3.50					
Mailing Carton 12" x 10" x 8"		$2.19					
Mailing Carton 15"x12"x10"		$3.49					
Mlg Ctn 9.0625" x 5.625" x 1.25" (DVD/Video)		$2.59					
Mailing Carton 8" x 8" x 8"		$1.99					
Mailing Carton 5.75" x 5.25" x 1" (CD Mailer)		$2.19					
Photo/Doc Mlr 9.75" x 12.25" (Chipboard)		$1.59					
Cushion Mailer 6" x 10"		$1.19					
Cushion Mailer 8.5" x 12"		$1.59					
Cushion Mailer 10.5" x 16"		$1.89					
Photo/Doc Mailer 6" x 10" (Chipboard)		$1.49					
Photo/Doc Mlr 6.5" x 9.5" Corr-Ins peel adh		$1.69					
Photo/Doc Mlr 9.5" x 12.5" Corr-Ins peel adh		$2.19					
Bubble Mailer 6" x 10"		$1.49					
Bubble Mailer 10.5" x 16"		$2.19					
Bubble Mailer 8.5" x 12"		$1.79					
Bubble Mailer 12.5" x 19"		$2.59					
Envelope 6" x 9"		$0.49					
Utility Mailer 10.5" x 16"		$1.19					
Administrative Reports & Documents							
Financial Report							
First Copy		No Charge per report	NA NA				
Additional		$5.00 per report	NA NA				
Budget Document							
First Copy		No Charge per report	NA NA				
Additional		$5.00 per report	NA NA				
Audio Recordings on CD		$10.00 per CD	NA NA				
Certification of Copies		$2.00 per copy	NA NA				
GRAMA Records Request							
Research, compilation, editing etc.		$0.00 per minute (first 30 min)	$15.00 per hour (31+ minutes)				
Notarization		$5.00 per stamp	NA NA				
Subdivision Ordinance Book							
Entire Book		$15.00 per book	NA NA				
Per Chapter		$1.50 per chapter	NA NA				
General Plan Book		$15.00 per book	NA NA				
Maps (includes Zoning, General Plan, Garbage Pick-up, Master Transportation etc.)							
8 1/2 " x 11"	Size A	$3.00 per map	NA NA				
11" x 17"	Size B	$5.00 per map	NA NA				
17" x 22"	Size C	$8.00 per map	NA NA				
22" x 34"	Size D	$15.00 per map	NA NA				
34" x 44"	Size E	$17.00 per map	NA NA				
Custom		$3.00 per sf	$10.00 Minimum				
Map Research & Compilation		$50.00 per hour					
Maps on disk		$10.00 per disk	NA NA				

Miscellaneous

All Fees Are Effective July 1, 2014 Except As Noted (All fees paid with credit card are subject to 1% fee)

Fee Description	Current Base Fee	Additional Fee	Proposed Base Fee	Proposed Additional Fee	Base Fee Increase	Additional Fee Increase
Collections						
Returned Check Fee	$20.00 per check	NA NA				
Warrant Collection Fee	2.75% of outstanding warrant balance					
Outside Collection Agency Fee	25.00% of balance owed to City					
Candidate Filing Fee for Public Office	$25.00 per application	NA NA				
City Hall Lobby Rental						
Small Events (< 25 persons - no food present)						
Resident	$50.00 per rental	$0.00 per hour				
Non-resident	$75.00 per rental	$0.00 per hour				
Small Events (< 25 persons - with food present)						
Resident	$100.00 per rental	$35.00 per hour				
Non-resident	$150.00 per rental	$35.00 per hour				
Large Events (> 25 persons - no food present)						
Resident	$300.00 per rental	$35.00 per hour				
Non-resident	$450.00 per rental	$35.00 per hour				
Large Events (> 25 persons - with food present)						
Resident	$300.00 per rental	$35.00 per hour				
Non-resident	$450.00 per rental	$35.00 per hour				
City Hall Chambers Rental						
Small Events (< 25 persons - no food present)						
Resident	$100.00 per rental	$35.00 per hour for staffing				
Non-resident	$150.00 per rental	$40.00 per hour for staffing				
Large Events (< 25 persons - no food present)						
Resident	$300.00 per rental	$40.00 per hour				
Non-resident	$450.00 per rental	$45.00 per hour				
City Hall Lobby and Chambers Rental						
Small Events (< 25 persons - no food present)						
Resident	$150.00 per rental	$35.00 per hour				
Non-resident	$200.00 per rental	$40.00 per hour				
Small Events (< 25 persons - with food present)						
Resident	$200.00 per rental	$40.00 per hour				
Non-resident	$250.00 per rental	$45.00 per hour				
Large Events (> 25 persons - no food present)						
Resident	$350.00 per rental	$50.00 per hour				
Non-resident	$400.00 per rental	$55.00 per hour				
Large Events (> 25 persons - with food present)						
Resident	$450.00 per rental	$55.00 per hour				
Non-resident	$500.00 per rental	$60.00 per hour				

COUNCIL AGENDA

November 19, 2014

Agenda Item # **8** Proposed resolution R14-40 of the City Council of Syracuse City, Utah, authorizing the issuance and sale by the Municipal Building Authority of Syracuse City, Utah, of its Lease Revenue Refunding Bonds, Series 2014, in the aggregate principal amount of not to exceed $6,800,000; and related matters.

Factual Summation

- Any questions regarding this item may be directed at Finance Director Stephen Marshall. Please see the bid summary sheets attached. Also, the bond resolution R14-40 will be submitted to the City Council dropbox separately when we receive it from Ballard Sphar and have had a chance to review it. We hope to have it no later than Tuesday morning.

- The Municipal Building Authority is a separate legal entity from Syracuse City Corporation. It was established in August 2006 to allow the City to streamline the funding and construction of city facilities. The MBA borrows funding, constructs facilities, and leases them to the City. The lease payments made by the City provide the revenue for the MBA to make the debt payments. Eventually the debt will be paid off and the properties will be deeded to the City. The executive board of the MBA is comprised of the Mayor and Councilmen of Syracuse City.

- The Municipal Building Authority issued bonds in 2006 to construct City Hall, renovate the police station, and build an addition to the public works building. Those bonds are eligible for refinancing.

- Administration put out a public bid to refinance the 2006 bonds. We had three bidders; Bank of Utah, Zion's Bank, and Western Alliance Bank. The bid summary sheet is attached. The Zion's Bank bid had a more favorable rate structure but it also included variable rates in the bid. Based on advice from Johnathan Ward, our financial advisor, the rates would most likely

adjust upwards making the Zion's Bank bid less attractive. I agree with his advice and would recommend that we go with Bank of Utah since they have the lowest fixed rate out of the 3 bids with no variable rates built in.

- If the City Council elects to go with Bank of Utah, the estimated annual savings would be approximately $23,489 with total savings over the life of the bond of $277,807.

- There is no restriction on call options which means that we could call the bonds at any time and refinance them again if rates drop lower than today's levels. This is a great feature to have and give the City the power to control interest rates and savings over the long-term.

- The bid option above discusses direct purchase of our bonds. For full disclosure, the City could attempt to sell the bonds on the open market. This would cost the City more in closing costs but could attract better rates that the direct bids above. However, rates are on the upward trend and have increased 15 basis points in the last 3 weeks. If we went with this option, we would not be able to sell the bonds until first of January. The risk is that rates would increase between now and then and erode any potential savings we would realize. Based on that fact, I would recommend going with the direct purchase option and awarding the bid to Bank of Utah.

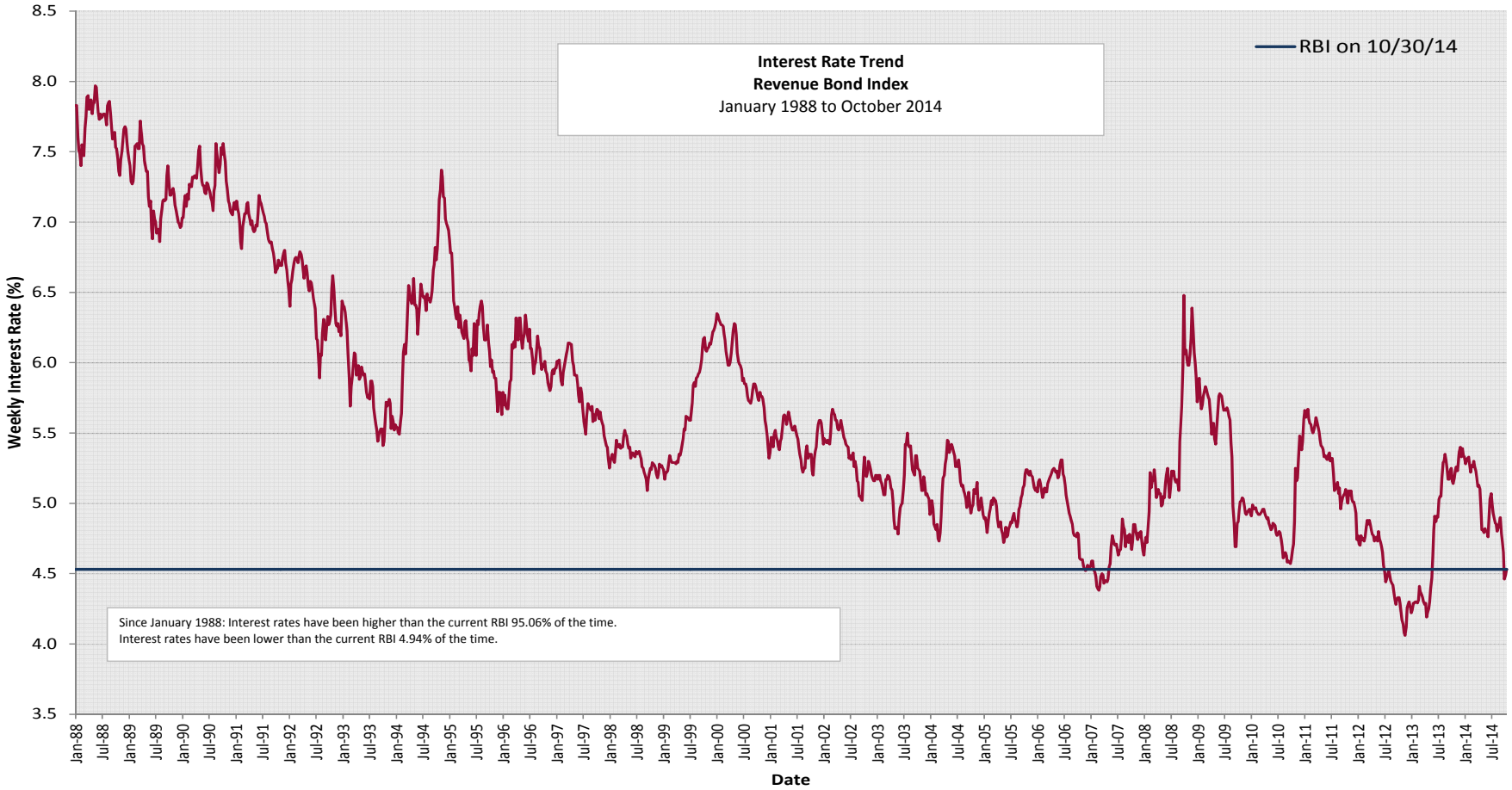
- Since the MBA and Syracuse City are two separate legal entities, we have two separate resolutions – one for Syracuse City and the other for the MBA. We will hold a special meeting of the MBA to approve the second resolution separately.

Recommendation

I recommend that we award the direct purchase bid to Bank of Utah. This is the least risky and will save the City $277,807 over the life of the bond.

Municipal Building Authority of Syracuse City, Utah
Lease Revenue Refunding Bonds
Series 2014
(Bid Summary)

Bidder	TIC	AIC	Par Amt	NPV Savings ($)	NPV Savings (%)	Avg Annual	Rate Mode	DSRF Requirement	Additional Fees/Costs	Call Provision
Zions First National Bank	2.467%	2.603%	$ 6,488,000	$ 490,280	8.104%	$ 40,736	Fixed/Variable	None	CUSIPS	Callable anytime at par
Bank of Utah	2.856%	2.990%	6,489,000	277,807	4.592%	23,489	Fixed	None	$1,000 purchaser's counsel	Callable anytime at par, in chronological order
Western Alliance Bank	3.600%	3.767%	6,500,000	(70,897)	-1.172%	(6,466)	Fixed	None	$12,000 purchaser's counsel	Callable after 2 years
Market (Best Case)	2.553%	2.837%	5,965,000	377,888	6.246%	32,450	Fixed	Surety	Rating, Insurance, Underwriter	Callable after 10 years
Market (.15% Upward Shift)	2.708%	2.995%	6,035,000	298,562	4.935%	25,975	Fixed	Surety	Rating, Insurance, Underwriter	Callable after 10 years



Syracuse, Utah

November 19, 2014

The City Council (the "Council") of Syracuse City, Utah, met in special session at the regular meeting place of the Council in Syracuse, Utah, on November 19, 2014, at the hour of 7:00 p.m., with the following members of the Council being present:

Terry Palmer	Mayor
Brian Duncan	Councilmember
Craig Johnson	Councilmember
Karianne Lisonbee	Councilmember
Douglas Peterson	Councilmember
Larry Shingleton	Councilmember

Also present:

Brody Bovero	City Manager
Clint Drake	City Attorney
Cassie Brown	City Recorder
Steve Marshall	Finance Director

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this November 19, 2014, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of Syracuse City, Utah. The resolution is as follows:

RESOLUTION NO. 14-40

A RESOLUTION OF THE CITY COUNCIL OF SYRACUSE CITY, UTAH (THE "CITY"), AUTHORIZING THE ISSUANCE AND SALE BY THE MUNICIPAL BUILDING AUTHORITY OF SYRACUSE CITY, UTAH (THE "AUTHORITY") OF ITS LEASE REVENUE REFUNDING BONDS, SERIES 2014, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $6,800,000; FIXING THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE CITY AND AUTHORITY THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL INDENTURE, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING AND APPROVING THE EXECUTION OF AN AMENDMENT TO MASTER LEASE AGREEMENT AND AMENDMENTS TO LEASEHOLD DEEDS OF TRUST; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, Syracuse City, Utah (the "City") is a political subdivision and body politic duly and regularly created, established, organized, and existing under and by virtue of the Constitution and laws of the State of Utah; and

WHEREAS, the City has previously authorized and directed the creation of the Municipal Building Authority of Syracuse City, Utah (the "Authority"), pursuant to the provisions of a creating resolution (the "Creating Resolution"); and

WHEREAS, pursuant to the Creating Resolution, the Authority has been duly and regularly created, established, and is organized and existing as a nonprofit corporation and an instrumentality of the State of Utah, including, in particular, the provisions of the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended, and the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (collectively, the "Act"); and

WHEREAS, the Authority proposes to issue (in one or more series and from time to time) its Lease Revenue Refunding Bonds, Series 2014 (with any other series or title designations of the Authority) (the "Series 2014 Bonds") in the aggregate principal amount of not to exceed $6,800,000 to (a) refund certain of the Authority's outstanding

Lease Revenue Bonds (the "Refunded Bonds"), (b) fund any required debt service reserve fund and (c) pay costs of issuance associated with the Series 2014 Bonds; and

WHEREAS, the Series 2014 Bonds are to be issued pursuant to a General Indenture of Trust dated as of December 1, 2006, as heretofore amended and supplemented (the "General Indenture"), and a Supplemental Indenture of Trust (the "Supplemental Indenture," and together with the General Indenture, the "Indenture"), by and between the Authority and Zions First National Bank, as trustee (the "Trustee"), and substantially in the form presented to the Council at this meeting and attached hereto as Exhibit C; and

WHEREAS, the Refunded Bonds were originally issued to finance the acquisition, construction and furnishing of (a) a new City Hall, (b) remodeled and improved space for police and fire purposes and (c) an addition to the City's public works facility (collectively, the "Prior Project"), and the Authority has heretofore leased the Prior Project to the City on an annually renewable basis pursuant to a Master Lease Agreement between the Authority and the City dated as of December 1, 2006, as heretofore amended and supplemented (the "Master Lease");

WHEREAS, the City desires to continue to lease the Prior Project from the Authority pursuant to an Amendment to Master Lease Agreement, between the Authority and the City (the "Amendment to Master Lease," and together with the Master Lease, the "Lease"), in substantially the form presented to the Council at this meeting and attached hereto as Exhibit B; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the "Bond Purchase Agreement") to be entered into between the Authority, the City and the purchaser selected by the Authority for the Series 2014 Bonds (the "Purchaser"), in substantially the form attached hereto as Exhibit D; and

WHEREAS, in order to allow the Authority (with the consultation and approval of the Authority's financial advisor, Zions Bank Public Finance (the "Financial Advisor")) flexibility in setting the pricing date of the Series 2014 Bonds to optimize debt service costs to the Authority, the Council desires to grant to the Chair-President or Vice Chair of the Authority and the City Manager or Finance Director (the "Designated Officers") of the Authority and the City the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2014 Bonds shall be sold, to determine the Purchaser and to set forth the final terms of the Series 2014 Bonds, and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters").

WHEREAS, the Authority proposes to secure its payment obligations under the Indenture by executing and delivering Amendments to Leasehold Deeds of Trust Assignment of Rents and Security Agreement (the "Amendments to Leasehold Deeds of Trust"), in the form before this meeting and attached hereto as Exhibit E; and

WHEREAS, the Authority may not exercise any of its powers without prior authorization by the Council, and therefore it is necessary that the Council authorize certain actions by the Authority in connection with the issuance of the Series 2014 Bonds; and

WHEREAS, the Mayor and other officials of the City have presented the Supplemental Indenture, the Bond Purchase Agreement, the Amendment to Master Lease, and the Amendments to Leasehold Deeds of Trust to the Council for the purpose of obtaining its approval of the terms and provisions thereof, and for the purpose of confirming the execution thereof as the official act of the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH, AS FOLLOWS:

Section 1. All terms defined in the recitals hereto shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution or the Creating Resolution) by the Council and by the officers of the City directed toward the creation and establishment of the Authority and the issuance of the Series 2014 Bonds are hereby ratified, approved and confirmed.

Section 2. The Council hereby finds and determines, pursuant to the Constitution and laws of the State of Utah, that the leasing of the Prior Project under the terms and provisions and for the purposes set forth in the Amendment to Master Lease and the other documents, instruments and conveyances hereinafter approved and authorized, is necessary, convenient and in furtherance of the governmental and proprietary purposes of the City and is in the best interest of the citizens of the City. The Council hereby authorizes, approves and directs the sale of the Series 2014 Bonds by the Authority in accordance with the provisions of the Indenture, and the leasing of the Prior Project in the manner provided in the Amendment to Master Lease, with the initial aggregate principal amount of the Series 2014 Bonds not to exceed Six Million Eight Hundred Thousand Dollars ($6,800,000). The Series 2014 Bonds shall mature in not more than fourteen (14) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed five percent (5.0%) per annum, as shall be approved by the Designated Officers, all within the Parameters set forth herein. The issuance of the Series 2014 Bonds shall be subject to the final approval of Bond Counsel.

Section 3. The final interest rate or rates for the Series 2014 Bonds shall be set by the Designated Officers, in consultation with the Financial Advisor, at the rate or rates which, taking into account the purchase price offered by the Purchaser of the Series 2014 Bonds, will in the opinion of the Designated Officers and the Financial Advisor result in the lowest cost of funding reasonably achievable given the manner of offering the Series 2014 Bonds at the time of the sale of the Series 2014 Bonds and evidenced by the execution of the Bond Purchase Agreement.

Section 4. The Supplemental Indenture, the Bond Purchase Agreement, the Amendment to Master Lease, and the Amendments to Leasehold Deeds of Trust, in

substantially the respective forms presented to this meeting and attached hereto as exhibits, are in all respects approved, authorized, and confirmed, and the Mayor is authorized to approve the final terms thereof and to execute and deliver the Amendment to Master Lease and the Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the City, with final terms as may be established by the Designated Officers, in consultation with the Financial Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Sections 9 and 10 hereof. The Designated Officers are each hereby authorized to select one or more Purchasers and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2014 Bonds for and on behalf of the Authority, provided that such terms are within the Parameters set by this Resolution. The execution of the Bond Purchase Agreement by the Chair-President or Vice Chair of the Authority shall evidence the Designated Officers approval. When authorized by the Governing Body of the Authority, the City hereby approves and authorizes the execution and delivery of the Supplemental Indenture, the Bond Purchase Agreement, the Amendment to Master Lease, and the Amendments to Leasehold Deeds of Trust by the Authority in substantially the forms presented to this meeting and attached hereto as exhibits for and on behalf of the Authority.

Section 5. For the purposes of providing funds to (a) refund the Refunded Bonds, (b) fund any required debt service reserve fund and (c) pay costs of issuance associated with the Series 2014 Bonds, the Authority shall issue its "Municipal Building Authority of Syracuse City, Utah Lease Revenue Refunding Bonds, Series 2014" (in one or more series and from time to time and with any other series or title designations of the Authority). The Series 2014 Bonds shall be dated, shall bear interest, and shall mature as set forth in the Supplemental Indenture.

Section 6. The form, terms, and provisions of the Series 2014 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture in the form to be executed by the Authority. The Series 2014 Bonds shall mature prior to the expiration of the estimated useful life of the Prior Project. The Chair-President or Vice Chair of the Authority is hereby authorized to execute the Series 2014 Bonds, to place thereon the seal of the Authority and to deliver the Series 2014 Bonds to the Purchaser. The Secretary-Treasurer of the Authority is authorized to attest to the signature of the Chair-President and affix the seal of the Authority to the Series 2014 Bonds and to authenticate the Series 2014 Bonds. The signatures of the Chair-President and of the Secretary-Treasurer may be by facsimile or manual execution.

Section 7. The appropriate officers of the City are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transaction contemplated hereby, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Series 2014 Bonds.

Section 8. Upon their issuance, the Series 2014 Bonds will constitute special limited obligations of the Authority payable solely from and to the extent of the sources set forth in the Series 2014 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Amendment to Master Lease, the Amendments to Leasehold Deeds of Trust, the Series 2014 Bonds, the Bond Purchase Agreement, nor any other instrument authorized hereby, shall be construed as creating a general obligation of the Authority or of creating a general obligation of the City, the State of Utah or any political subdivision of the State of Utah, nor as incurring or creating a charge upon the general credit of the City or against its taxing powers. Except as otherwise provided in the Amendment to Master Lease, the City shall not be obligated to pay out of its funds, revenues, or accounts, or to make any payment in respect of the Series 2014 Bonds, Base Rentals, Additional Rentals, and Purchase Option Price pursuant to the Master Lease (as those terms are defined in the Master Lease). The obligation of the City to pay any such Rentals, and the obligation of the Authority to pay the Series 2014 Bonds will not constitute a general obligation or a debt of the City, the State of Utah or any political subdivision of the State of Utah. The Series 2014 Bonds are not an indebtedness or a liability of the City or the State of Utah. The Authority has no taxing power.

Section 9. The Mayor is hereby authorized to make any alterations, changes or additions in the Amendment to Master Lease, and the Bond Purchase Agreement herein approved and authorized necessary to correct errors or omissions therein, to remove ambiguities therefrom, or to conform the same to other provisions of such instruments, to the provisions of this Resolution, the Creating Resolution or the provisions of the laws of the State of Utah or the United States, the approval of all such alterations, changes, or additions to be conclusively established by the execution thereof.

Section 10. The appropriate officials of the Authority are authorized to make any alterations, changes, or additions in the Supplemental Indenture, the Bond Purchase Agreement, the Amendment to Master Lease, and the Amendments to Leasehold Deeds of Trust herein authorized and approved which may be necessary to correct errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the provisions of this Resolution, the Creating Resolution, or any resolution adopted by the City or the Authority, or the provisions of the laws of the State of Utah or the United States, approval of all such alterations, changes, or additions to be conclusively established by the execution thereof.

Section 11. If any provisions of this resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this resolution or the exhibits.

Section 12. The City Recorder is hereby authorized to attest to all signatures and acts of any proper official of the City, and to place the seal of the City Recorder on the Amendment to Master Lease and the Bond Purchase Agreement. The Mayor and other proper officials of the City and each of them, are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents (including, but not limited to, appropriate security documents), and other papers and to

perform all other acts that they may deem necessary or appropriate in order to implement and carry out the matters herein authorized.

Section 13. The Secretary-Treasurer of the Authority is hereby authorized to attest to all signatures and acts of any proper official of the Authority, and to place the seal of the Authority on the Supplemental Indenture, the Bond Purchase Agreement, the Amendment to Master Lease, and the Amendments to Leasehold Deed of Trust, and any other documents authorized, necessary or proper pursuant to this Resolution or any Resolution of the Authority. The appropriate officials of the Authority, and each of them, are hereby authorized to execute and deliver for and on behalf of the Authority any or all additional certificates, documents (including, but not limited to, appropriate security documents), and other papers to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this resolution and any resolution of the Authority.

Section 14. All regulations, orders, and resolutions of the City or parts thereof inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any regulation, order, resolution or ordinance or part thereof.

Section 15. This resolution shall become effective immediately upon adoption by the Council.

PASSED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH, THIS NOVEMBER 19, 2014.

(SEAL)

By:_____
Mayor

ATTEST AND COUNTERSIGN:

By:_____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

SYRACUSE CITY, UTAH

(SEAL)

By:_____
Mayor

ATTEST AND COUNTERSIGN:

By:_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

I, Cassie Brown, the undersigned duly elected, qualified, and acting City Recorder of Syracuse City, Utah (the "City"), in the State of Utah, do hereby certify:

(a) The foregoing pages are a true, perfect and complete copy of the record of proceedings of the City Council, had and taken at a lawful meeting of said City Council held at the Syracuse City offices in Syracuse, Utah, on November 19, 2014, commencing at the hour of 7:00 p.m., as recorded in the regular official book of the proceedings of the City kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

(b) All members of said City Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this November 19, 2014.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Cassie Brown, the undersigned City Recorder of Syracuse City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the November 19, 2014, public meeting held by the City as follows:

(i) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices on November ___, 2014, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(ii) By causing a copy of such notice, in the form attached hereto as Schedule 1, to be delivered to the Standard Examiner on November ___, 2014, at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) By causing a copy of such Notice to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2014 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _____, at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City on _____, and (c) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year. Inasmuch as the November 19, 2014 meeting was a special meeting, the 2014 Annual Meeting Schedule does not reflect said meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this November 19, 2014.

(SEAL)

By:_____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

AMENDMENT TO MASTER LEASE

[See Transcript Document No. ___]

EXHIBIT C

SUPPLEMENTAL INDENTURE

[See Transcript Document No. ___]

EXHIBIT D

BOND PURCHASE AGREEMENT

[See Transcript Document No. ___]

EXHIBIT E

AMENDMENTS TO LEASEHOLD DEED OF TRUST

[See Transcript Document No. ___]

COUNCIL AGENDA

November 19, 2014

Agenda Item 9 Authorize Mayor to execute the Lease Purchase Agreement with Zion's Bank.

Factual Summation

- Any questions regarding this item may be directed at Finance Director Steve Marshall. The Capital Lease Purchase Agreement will be dropped separately once we receive it and have had a chance to review it. I anticipate that it will be dropped to the council no later than Tuesday morning.

- The City Council approved the purchase of 11 new police vehicles in the FY2015 budget at a total cost of $400,500. These vehicles have been ordered and the expected arrival is within the next month. They will then have all the equipment installed and will be delivered to the City shortly thereafter.

- Administration put out a public bid to banks for the lease portion of the transaction and the bid closed on November 12th. We had two bidders, Zion's Bank and Santander Bank. Zion's Bank had the lowest rate at a 1.62% fixed rate over the life of the lease. Santander's rate was a fixed 2.14%.

- The lease would be for a four year period with payments due annually each November. The lease would commence in November 2014 with the first payment due in November 2015 and the final payment due in November 2018. Interest costs for the life of the loan at 1.62% would be $16,350.57. Total repayment would be $416,850.57.

- This lease agreement authorizes the City to borrow money from Zion's Bank so that we can pay the vendor who built the cars.

Recommendation

I recommend that the city council authorize Mayor Palmer to execute the lease purchase agreement with Zion's Bank.

LEASE PURCHASE AGREEMENT

This equipment lease (the "Lease") dated as of November 26, 2014**,** by and between Zions First National Bank, One South Main Street, Salt Lake City, Utah 84111 ("Lessor"), and Syracuse City, Utah ("Lessee") a body corporate and politic existing under the laws of the State of Utah. This Lease includes all Exhibits hereto, which are hereby specifically incorporated herein by reference and made a part hereof.

Now therefore, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Lease Of Equipment

Section 1.1 *Agreement to Lease*. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the "Equipment" (as hereinafter defined), to have and to hold for the term of this Lease; provided, however, that the obligation of Lessor to lease any item of the Equipment and to make payment to the Vendor therefor is subject to the condition precedent that Lessee shall provide the following at its cost, in form and substance satisfactory to Lessor:

(i) Evidence satisfactory to Lessor as to due compliance with the insurance provisions of Section 10.2 hereof;

(ii) Invoice of the Vendor of such item of Equipment; and

(iii) Delivery And Acceptance Certificate in the form attached hereto as Exhibit "E" executed by Lessee acknowledging delivery to and acceptance by Lessee of such item of Equipment.

Section 1.2 *Title*. During the term of this Lease, title to the Equipment will be transferred to, and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4. Upon termination of this Lease as provided in Sections 3.3 (a) or 3.3 (c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessor, Lessee, or any other person, provided that if any action is so required, Lessee by this Lease appoints Lessor its irrevocable attorney in fact to take any action to so transfer title to the Equipment to Lessor. Lessor at all times will have access to the Equipment for the purpose of inspection, alteration, and repair.

Section 1.3 *Security*. To secure the payment of all of Lessee's obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment. The security interest granted herein includes proceeds. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or advisable to establish and maintain its security interest in the

Equipment. Lessor understands and agrees that the security interest granted in this Section shall be subject and subordinate to presently existing security interests and/or purchase money security interests in miscellaneous equipment which may be installed in accordance with the provisions of Section 9.3.

ARTICLE II

Definitions

The terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

"Business Day" shall mean any day except Saturday, Sunday and legal holidays on which banks in the State of Utah are closed.

"Code" means the Internal Revenue Code of 1986, as amended.

"*Commencement Date*" shall mean the date when the term of this Lease begins and Lessee's obligation to pay rent accrues, as set forth in Section 3.1.

"*Equipment*" shall mean the property which Lessor is leasing to Lessee referred to in Section 1.1 and more fully described in Exhibit "A."

"*Lessee*" shall mean Syracuse City, Utah.

"*Lessor*" shall mean Zions First National Bank, Salt Lake City, Utah, its successors and assigns.

"*Option Purchase Price*" shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V.

"*Original Term*" shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

"Principal Outstanding" means the remaining unpaid principal outstanding under this Lease as specified on Exhibit "C" attached hereto.

"*Renewal Terms*" shall mean all of the additional periods of one year (coextensive with Lessee's fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

"Rental Payment Date" means the dates upon which Rental Payments are to be made by the Lessee to the Lessor hereunder as specified on Exhibit "C" attached hereto.

"*Rental Payments*" means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

"*Term*" or "*Term of this Lease*" shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

"*Vendor*" shall mean the manufacturer of the Equipment and the manufacturer's agent or dealer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease Term

Section 3.1 *Commencement*. The Term of this Lease shall commence as of:

_____ the date this Lease is executed.

_____ days after the receipt, installation, and operation of the Equipment, and its acceptance by Lessee, as indicated by an acceptance certificate signed by Lessee.

_____ the date the Vendor receives full payment for the Equipment from Lessor.

___X___ November 26, 2014.

Such date will be referred to as the Commencement Date.

Section 3.2 *Duration of Lease: Nonappropriation.* This Lease will continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be automatically extended for four (4) successive additional periods of one year coextensive with Lessee's fiscal year (each, a "Renewal Term"), unless this Lease is terminated as hereinafter provided.

The parties understand that as long as Lessee has sufficient appropriated funds to make the Rental Payments hereunder, Lessee will keep this Lease in effect through all Renewal Terms and make all payments required herein or Lessee will exercise its option under Article V to purchase the Equipment. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Leased Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Equipment for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment for any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise affect the termination of this Lease as set forth hereinabove.

Section 3.3 *Termination*. This Lease will terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term of this Lease and the failure of Lessee to appropriate funds to continue the leasing of the Equipment for the ensuing Renewal Term;

(b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;

(c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or

(d) the expiration of the Term of this Lease.

Section 3.4 *Return of Equipment Upon Termination.* Upon termination of this Lease pursuant to Sections 3.3 (a) or 3.3 (c), Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof in the following manner as may be specified by Lessor:

(a) By delivering the Equipment to Lessor at Lessee's principal place of business; or

(b) By loading the Equipment at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the destination designated by Lessor.

Lessee shall obtain all governmental authorizations to permit return of the Equipment to Lessor and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

ARTICLE IV

Rental Payments

Section 4.1 *Amount*. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms on the dates and in the amounts set forth in Exhibit "C" attached hereto. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at or to such other person or entity or at such other place as Lessor may from time to time designate by written notice to Lessee.

Section 4.2 *Portion of Rental Payments Attributable to Interest.* The portion of each Rental Payment which is paid as and is representative of interest is set forth in Exhibit "C" attached hereto.

Section 4.3 *No Right to Withhold*. Notwithstanding any dispute between Lessee, Lessor, Vendor or any other party, Lessee will make all Rental Payments when due, without withholding any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction.

Section 4.4 *Rental Payments to Constitute a Current Obligation of the Lessee*. The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any provision of Sections 10–8–6 or 11–1–1 through 11–1–2, Utah Code Annotated 1953, as amended, or Section 3, 4, or 5 of Article XIV of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the credit of the Lessee to the payment of the Rental Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Rental Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

ARTICLE V

Purchase Of Equipment

Section 5.1 *Option Purchase Price*. On any Business Day on or after November 26, 2014, Lessee may purchase the Equipment from Lessor at a price equal to the principal amount outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such date is a Rental Payment Date, in which case, the principal amount outstanding as of such date), plus accrued interest from such Rental Payment Date to such date of calculation at the rate of interest per annum in effect for the period during which the calculation is made, as set forth in Exhibit "C."

Section 5.2 *Manner of Exercise of Option*. To exercise the option, Lessee must deliver to Lessor written notice specifying the date on which the Equipment is to be purchased (the "Closing Date"), which notice must be delivered to Lessor at least thirty (30) days prior to the Closing Date specified therein. At the closing, Lessor will deliver to Lessee a bill of sale transferring the Equipment to Lessee free and clear of any lien or encumbrance created by or arising through Lessor, but without warranties, and will deliver all warranties and guarantees of Vendors of the Equipment.

Section 5.3 *Conditions of Exercise of Option*. Lessee may purchase the Equipment pursuant to the option granted by this Lease only if Lessee has made all Rent Payments when due (or has remedied any defaults in the payment of rent, in accordance with the provisions of this Lease) and if all other representations, covenants, warranties, and obligations of Lessee under this Lease have been satisfied (or all breaches of the same have been waived by Lessor in writing).

Section 5.4 *Termination Purchase*. Upon the expiration of the Term of the Lease and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased the Equipment (without the payment of additional sums) and shall be vested with all rights and title to the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section, it shall deliver to Lessee the documents specified in Section 5.2, and shall comply with the provisions of Section 5.2 relating to termination upon exercise of the option to purchase.

ARTICLE VI

Representations, Covenants, And Warranties Of Lessee And Lessor

Section 6.1 *Representations, Covenants and Warranties of Lessee*. Lessee represents, covenants, and warrants as follows:

(a) Lessee is a body corporate and politic, duly organized and existing under the Constitution and laws of the State of Utah.

(b) Lessee is authorized by the Constitution and laws of the State of Utah to enter into this Lease and to effect all of Lessee's obligations hereunder. The governing body of Lessee has executed the resolution attached as Exhibit "B" to this Lease which specifically authorizes Lessee to execute and deliver this Lease.

(c) All procedures and requirements, including any legal bidding requirements, have been met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease and all rent and other payment obligations will be paid out of funds legally available for such purpose.

(d) The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of this Lease was authorized, as evidenced by the certificate of open meeting law attached to the Resolution of Governing Body which is attached hereto as Exhibit "B."

(e) The letter attached to this Lease as Exhibit "D" is a true opinion of Lessee's counsel.

(f) Lessee will use and service the Equipment in accordance with Vendor's instructions and in such a manner as to preserve all warranties and guarantees with respect to the Equipment.

(g) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

(h) The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(i) The Equipment shall be used solely by Lessee and shall not be subject to any direct or indirect private business use.

(j) Lessee covenants and certifies to and for the benefit of Lessor throughout the term of this Lease that:

(1) No use will be made of the proceeds of this Lease, or any funds or accounts of Lessee which may be deemed to be proceeds of this Lease, which use, if it had been reasonably expected on the date of execution of this Lease, would have caused this Lease to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code;

(2) Lessee will at all times comply with the rebate requirements of Section 148(f), to the extent applicable;

(3) in order to preserve the status of this Lease as other than a "private activity bond" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease is outstanding: (I) none of the proceeds of this Lease or the Equipment financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code; and (II) no part of this Lease shall be secured in whole or in part, directly or indirectly, by any interest in any equipment used in any such "private business use" or by payments in respect of such equipment, and shall not be derived from payments in respect of such equipment;

(4) it will not take any action or omit to take any action such that would cause interest on this Lease to become ineligible for the exclusion from gross income of Lessor as provided in Section 103 of the Code.

(k) The obligations of Lessee under this lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(l) This Lease is being executed for the purpose of acquiring the Equipment and is not being issued to refund or refinance any outstanding obligation of Lessee, nor to reimburse Lessee for any expenditures made prior to sixty (60) days before the date the Governing Body (as defined in the Resolution of the Governing Body attached hereto) of the Lessee adopted the Resolution of the Governing Body attached hereto.

(m) In compliance with Section 149 (e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038–G or 8038–GC, as appropriate.

(n) Lessee has selected the Equipment and desires to lease the Equipment for use in the performance of its governmental or proprietary functions. Lessor, at Lessee's request, has ordered or shall order the Equipment and shall lease the same to Lessee as herein provided, Lessor's only role being the facilitation of the financing of the Equipment for the Lessee. Lessor will not be liable for specific performance or for damages if the supplier or manufacturer of the Equipment for any reason fails to fill, or delays in filling, the order for the Equipment. Lessee acknowledges that Lessor is not a manufacturer of or a dealer in the Equipment (or similar equipment) and does not inspect the Equipment prior to delivery to Lessee. Lessee agrees to accept the Equipment and authorizes Lessor to add the serial number of the Equipment to Exhibit "A." Lessor shall have no obligation to install, erect, test, inspect, or service the Equipment. *For purpose of this Lease and of any purchase of the Equipment*

effected under this Lease, Lessor expressly disclaims any warranty with respect to the condition, quality, durability, suitability, merchantability or fitness for a particular purpose of the Equipment in any respect, and any other representation, warranty, or covenant, express or implied. Lessor will not be liable to Lessee for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by any inadequacy, deficiency, or defect in the equipment, or by any use of the equipment, whatsoever. Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and Lessor directs Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense, subject to Lessee's obligation to reassign to Lessor all such warranties and guarantees upon Lessor's repossession of the Equipment.

(o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.

(p) There are no legal or governmental proceedings or litigation pending or, to the best knowledge of Lessee, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of this Lease

(q) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations for which its general credit or revenues are pledged.

Section 6.2 *Representations, Covenants and Warranties of Lessor*. Lessor represents, covenants, and warrants as follows:

(a) During the term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor, except upon default by Lessee as set forth in this Lease.

(b) Lessor has not caused to be created any lien or encumbrance on the Equipment except the security interest provided in Section 1.3 of this Lease.

ARTICLE VII

Events Of Default And Remedies

Section 7.1 *Events of Default Defined*. The following shall be "events of default" under this Lease and the terms, "event of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "*force majeure*" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 *Remedies on Default.* Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) With or without terminating this Lease, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease; and

(b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 7.3 *No Remedy Exclusive*. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 *Waiver of Certain Damages*. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

ARTICLE VIII

Payment Of Taxes, Fees, Permits, And Utility Services

Section 8.1 *Interpretation*. This Lease for all purposes will be treated as a net lease.

Section 8.2 *Taxes and Fees.* Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition, except any federal or state income taxes payable by Lessor on such rental or earnings. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 *Permits*. Lessee will provide all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 *Utilities*. Lessee will pay all charges for gas, water, steam, electricity, light, heat or power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

ARTICLE IX

Use, Repairs, Alterations, And Liens

Section 9.1 *Use*. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property not withstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure.

Section 9.2 *Repairs*. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 *Alterations*. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease (other than termination pursuant to Section 3.3(b) or (d), restores the Equipment to its function and manner of operation prior to the installation of such equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment installed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 *Liens*. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

ARTICLE X

Indemnification, Insurance, And Damage To Or Destruction Of The Equipment

Section 10.1 *Indemnification*. Lessee assumes liability for and agrees to indemnify Lessor from and against any and all liability (including attorney's fees) of any nature imposed upon, incurred by, or asserted against Lessor which in any way relates to or arises out of ownership, delivery, lease, possession, use, operation, condition, sale, or other disposition of the Equipment. Notwithstanding anything contained in this Section to the contrary, Lessor shall not be indemnified for, or relieved of, any liability which may be incurred from Lessor's breach of this Lease.

Section 10.2 *Insurance*. Lessee at Lessor's option will either self insure, or at its cost, will cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Equipment, with all such coverages to be in such amounts sufficient to cover the value of the Equipment at the commencement of this Lease (as determined by the purchase price paid by Lessor for the Equipment), and to be in such forms, to cover such risks, and with such insurers, as are acceptable to Lessor. A combination of self–insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Lessor to be the named insured on such policies as its interest under this Lease may appear. Insurance proceeds from insurance policies or budgeted amounts from self–insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Lessor to the extent of the sum of the Option Purchase Price of the Equipment at the time of its damage or destruction and all amounts due and owing hereunder. Lessee will deliver to Lessor the policies or evidences of insurance satisfactory to Lessor, if any, together with receipts for the initial premiums before the Equipment is delivered to Lessee. Renewal policies, if any, together with receipts showing payment of the applicable premiums will be delivered to Lessor at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Lessor, such insurer will agree that it will give Lessor at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workmen's compensation insurance covering all employees working on, in, or about the Equipment, and will require any other person or entity working on, in, or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverages throughout the Term of this Lease.

Section 10.3 *Damage to or Destruction of the Equipment*. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost within thirty (30) days after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Lessor under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Lessor to the extent of the then remaining portion of the Rental Payments to become due during the Term of this Lease less that portion of such Rental Payments attributable to interest which will not then have accrued. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect

regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Equipment and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE XI

Miscellaneous

Section 11.1 *Assignment and Sublease by Lessee*. Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 *Assignment by Lessor*. The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) notice of any such assignment, transfer or other disposition is given to Lessee at least five (5) days prior thereto; (2) prior to any such assignment, transfer or other disposition, the name and address of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease; and (3) prior to any such assignment, transfer or other disposition, this Lease must be surrendered to Lessee and the interest of any such assignee or transferee indicated on the face hereof and after such notation hereon, Lessee will redeliver this Lease to the new owner or owners hereof. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 *Lessor's Right to Perform for Lessee*. If Lessee fails to make any payment or fails to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon as herein provided, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 *Addresses*. All notices to be given under this Lease will be made in writing and mailed or delivered by registered or certified mail, return receipt requested to the following addresses until either Lessee or Lessor gives written notice to the other specifying a different address:

(a) if to Lessee, at Syracuse City, Utah, 1979 West 1900 South, Syracuse, UT 84075. Attention: Stephen Marshall.

(b) if to Lessor, at Zions First National Bank, One South Main Street, 17th Floor, Salt Lake City, Utah, 84133. Attention: Public Financial Services.

Section 11.5 *Manner of Payment.* All payments by Lessee will be made in cash, by certified or cashier's check, or by other manner acceptable to Lessor.

Section 11.6 *Nonwaiver*. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation contained herein or imposed hereby may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 *Severance Clause*. Any provision in this Lease which is prohibited by Law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 *Entire Agreement; Addendum*. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 *Amendments*. This Lease may be amended only by a written document signed by Lessor and Lessee, or their respective successors and assigns.

Section 11.10 *Inurement.* Subject to the restrictions in Section 11.1 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 *Governing Law*. This Lease is governed by the laws of the State of Utah.

Section 11.12 *Headings*. Headings used in this Lease are for convenience of reference only and the interpretation of this Lease will be governed by the text only.

Section 11.13 *Offset*. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set–off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment or any restriction or interference with Lessee's use of the Equipment.

Section 11.14 *Interest*. If Lessee fails to pay any Rental Payment or other amount due hereunder within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the rate of one percent (1%) per month.

Section 11.15 *Nature of this Agreement*. Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured

party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and that Lessor neither has nor will have any equity in the Equipment.

Section 11.16 *Set–Up Fee*. As additional consideration for the rights herein granted to Lessee, Lessee agrees to pay Lessor a commencement or set–up fee of Zero ($ .00) on the date this Lease is executed.

Section 11.17 *Designation of Issue for Tax Purposes*. In accordance with Section 265 of the Code, Lessee hereby designates this Lease as an issue qualifying for the exception for certain qualified tax–exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax–exempt interest. Lessee reasonably anticipates that the total amount of tax–exempt obligations [other than (i) private activity bonds, as defined in Section 141 of the Code (a qualified 501 (c)(3) bond, as defined in Section 145 of the Code, and any bond issued to refund certain obligations issued before August 8, 1986 as described in Section 265 (b)(3)(B)(ii)(II) of the Code not being treated as a private activity bond for this purpose), (ii) any obligation to which Section 141 (a) of the Code does not apply by reason of Sections 1312, 1313, 1316 (g) or 1317 of the Tax Reform Act of 1986 and which is described in Section 265 (b)(3)(C)(ii)(II) of the Code, and (iii) any obligation issued to refund (other than to advance refund within the meaning of Section 149 (d)(5) of the Code) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation] which will be issued by the Lessee and by any aggregated issuer during the current calendar year will not exceed $10,000,000.

Section 11.18 *Exhibits*. This Lease shall not be effective as against Lessor until such time as all Exhibits attached hereto, consisting of Exhibits “A” through “E,” inclusive, are completed to the satisfaction of Lessor and delivered to Lessor.

EXHIBITS

Exhibit A ..... Description Of Equipment
Exhibit B ..... Resolution Of Governing Body
Exhibit C ..... Payment Schedule
Exhibit D ..... Opinion Of Lessee's Counsel
Exhibit E ..... Delivery and Acceptance Certificate

Executed this _____ day of _____, 20_____.

Lessor:

Zions First National Bank

By _____
Johnathan Ward, Vice President

Lessee:

Syracuse City, Utah

By _____
Terry Palmer, Mayor

EXHIBIT A

Description Of Equipment

Quantity	Description/Serial Numbers
11	8) 2015 Ford AWD Police Interceptor Sedan 2) 2015 Ford AWD Police Interceptor Utility K-9 1) 2014 Ford F150 4x4 Code Enforcement Truck All vehicles include equipment

_____

Initials of Lessee Signatory

EXHIBIT B

Resolution Of Governing Body

Extract Of Minutes

November 19, 2014

Syracuse City, Utah

The City Council (the "Governing Body") of Syracuse City, Utah met in special session at its regular meeting place in Syracuse City, Utah on November 19, 2014, with the following members of the Governing Body present:

Terry Palmer ..... Mayor

Karianne Lisonbee ..... Council Member
Craig Johnson ..... Council Member
Douglas Peterson ..... Council Member
Brian Duncan ..... Council Member
Mike Gailey ..... Council Member

Also present:

Cassie Z. Brown.....City Recorder

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, the following resolution was introduced in written form, discussed, and pursuant to motion duly made by Council Member _____ and seconded by Council Member _____ was adopted by the following vote:

YEA:

NAY:

The resolution was then signed by the _____ in open meeting and recorded by the _____. The resolution is as follows:

A resolution approving the form of the Equipment Lease Agreement with Zions First National Bank, Salt Lake City, Utah. Finding that it is in the best interests of Syracuse City, Utah to enter into said Agreement, and authorizing the execution and delivery thereof.

Whereas, the City Council (the "Governing Body") has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

Whereas, the Governing Body has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to Syracuse City, Utah; and

Whereas, the Governing Body has taken the necessary steps including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

Be it resolved by the Governing Body of Syracuse City, Utah as follows:

Section 1. The terms of said Equipment Lease Agreement are in the best interests of Syracuse City, Utah for the leasing of the equipment described therein.

Section 2. The Mayor and City Recorder are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of Syracuse City, Utah.

Section 3. The officers of the Governing Body and Syracuse City, Utah are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

Adopted and approved this _____ day of _____, 20_____.

By _____

Terry Palmer, Mayor

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

I, Cassie Z. Brown hereby certify that I am the duly qualified and acting City Recorder of Syracuse City, Utah.

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a special meeting of the City Council including a Resolution adopted at said meeting held on November 19, 2014, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____ _____, 20_____.

In witness whereof, I have hereunto set my hand and affixed the corporate seal of Syracuse City, Utah this _____ day of _____, 20_____.

By _____
Cassie Z. Brown, City Recorder

[S E A L] ↑

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

I, Cassie Z. Brown, the duly qualified City Recorder of Syracuse City, Utah do hereby certify:

(a) that in accordance with the requirements of Section 52-4-202 (2), Utah Code Annotated (1953), as amended, public notice of the 20____ Annual Meeting Schedule of the City Council (the "Governing Body") of Syracuse City, Utah was given, specifying the date, time and place of the regular meetings of the Governing Body scheduled to be held during the year, by causing a Notice of Annual Meeting Schedule for the Governing Body to be posted on _____ _____, 20____, at the principal office of the Governing Body at Syracuse City, Utah; said Notice of Annual Meeting Schedule having continuously remained so posted and available for public inspection during regular office hours of the undersigned until the date hereof; and causing a copy of the Notice of Annual Meeting Schedule to be provided on _____ _____, 20____ to at least one newspaper of general circulation within the geographic jurisdiction of Syracuse City, Utah, or to a local media correspondent;

(b) that in accordance with the requirements of Section 52-4-202 (1), Utah Code Annotated (1953), as amended, public notice of the special meeting of the Governing Body on November 19, 2014, was given by specifying in a Notice of Special Meeting the agenda, date, time and place of the meeting and by causing the Notice of Special meeting to be posted at the principal office of the Governing Body on the _____ day of _____, 20_____ a date not less than 24 hours prior to the date and time of the Governing Body's special meeting, and to be provided on the _____ day of _____, 20_____, to at least one newspaper of general circulation within the geographic jurisdiction of Syracuse City, Utah, or to a local media correspondent.

In witness whereof, I have hereunto set my hand and affixed the official seal of Syracuse City, Utah this _____ day of _____, 20_____.

By _____
Cassie Z. Brown, City Recorder

[S E A L] ↑

EXHIBIT C

Payment Schedule

Lessee: Syracuse City, Utah

Date of Lease: November 26, 2014

Amount Due: $400,500.00

1. Interest has been computed at the rate of 1.62% per annum. Interest shall accrue from the Commencement Date.

2. Rental payments shall be due annually commencing November 26, 2015. The payments set forth on the attached debt service schedule shall be due on the 26th day of November up to and including November 26, 2018.

3. The Option Purchase Price, on any given date of calculation, is equal to the Principal Outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such calculation date is a Rental Payment Date, in which case, the Principal Outstanding as of such date) plus accrued interest from such Rental Payment Date at the rate set forth in paragraph number 1 above.

[Please see the attached Debt Service Schedule]

The remainder of this page has been intentionally left blank

Syracuse City, Utah

$400,500 Equipment Lease Purchase

Dated November 26, 2014

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/26/2014	-	-	-	-
11/26/2015	97,724.54	1.620%	6,488.10	104,212.64
11/26/2016	99,307.68	1.620%	4,904.96	104,212.64
11/26/2017	100,916.47	1.620%	3,296.18	104,212.65
11/26/2018	102,551.31	1.620%	1,661.33	104,212.64
Total	**$400,500.00**	**-**	**$16,350.57**	**$416,850.57**

Yield Statistics

Bond Year Dollars	$1,009.29
Average Life	2.520 Years
Average Coupon	1.6199998%
Net Interest Cost (NIC)	1.6199998%
True Interest Cost (TIC)	1.6199998%
Bond Yield for Arbitrage Purposes	1.6199998%
All Inclusive Cost (AIC)	1.6199998%

IRS Form 8038

Net Interest Cost	1.6199998%
Weighted Average Maturity	2.520 Years

Initials of Lessee Signatory

EXHIBIT D

Opinion Of Lessee's Counsel

(Use Attorney's Letterhead)

To: Zions First National Bank
One South Main Street
Salt Lake City, Utah 84111

Gentlemen:

As counsel for Syracuse City, Utah ("Lessee"), I have examined duly executed originals of Equipment Lease Agreement (the "Lease") dated November 26, 2014, between the Lessee and Zions First National Bank, Salt Lake City, Utah ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah.

2. The Lease has been duly authorized, executed, and delivered by Lessee.

3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of the Lease was authorized.

4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditors' rights generally.

5. The Lease is in accordance with and does not violate the usury statutes of the State of Utah, if any.

6. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.

7. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.

_____

Attorney for Lessee

EXHIBIT E

Delivery And Acceptance Certificate

To: Zions First National Bank

Reference is made to the Equipment Lease Agreement between the undersigned ("Lessee"), and Zions First National Bank ("Lessor"), dated November 26, 2014, ("the Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. The serial number for each item of Equipment which is set forth on Exhibit "A" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

Syracuse City, Utah

_____
Witness

By: _____
(Authorized Signature)

_____
(Print name and title)

Date: _____

SYRACUSE CITY

Syracuse City Municipal Building Authority
November 19, 2014– immediately following the City Council Meeting, which begins at 7:00 p.m.
City Council Chambers
Municipal Building, 1979 W. 1900 S.

1. Meeting called to order
   Adopt agenda

2. Proposed Resolution MBA14-02 authorizing the issuance and sale by the Municipal Building Authority of Syracuse City, Utah, of its Lease Revenue Refunding Bonds, Series 2014, in the aggregate principal amount of not to exceed $6,800,000; and related matters.

3. Adjourn.

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In compliance with the Americans Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the City Offices at 801-825-1477 at least 48 hours in advance of the meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 13th day of November, 2014 at Syracuse City Hall on the City Hall Notice Board and at http://www.syracuseut.com/. A copy was also provided to the Standard-Examiner on November 13, 2014.

CASSIE Z. BROWN, CMC
SYRACUSE CITY RECORDER
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MBA AGENDA

November 19, 2014

Agenda Item # **2** Proposed resolution MBA14-02 of the City Council of Syracuse City, Utah, authorizing the issuance and sale by the Municipal Building Authority of Syracuse City, Utah, of its Lease Revenue Refunding Bonds, Series 2014, in the aggregate principal amount of not to exceed $6,800,000; and related matters.

Factual Summation

- Any questions regarding this item may be directed at Finance Director Stephen Marshall. Please see the bid summary sheets attached. Also, the bond resolution R14-40 will be submitted to the City Council dropbox separately when we receive it from Ballard Sphar and have had a chance to review it. We hope to have it no later than Tuesday morning.

- The Municipal Building Authority is a separate legal entity from Syracuse City Corporation. It was established in August 2006 to allow the City to streamline the funding and construction of city facilities. The MBA borrows funding, constructs facilities, and leases them to the City. The lease payments made by the City provide the revenue for the MBA to make the debt payments. Eventually the debt will be paid off and the properties will be deeded to the City. The executive board of the MBA is comprised of the Mayor and Councilmen of Syracuse City.

- The Municipal Building Authority issued bonds in 2006 to construct City Hall, renovate the police station, and build an addition to the public works building. Those bonds are eligible for refinancing.

- Administration put out a public bid to refinance the 2006 bonds. We had three bidders; Bank of Utah, Zion's Bank, and Western Alliance Bank. The bid summary sheet is attached. The Zion's Bank bid had a more favorable rate structure but it also included variable rates in the bid. Based on advice from Johnathan Ward, our financial advisor, the rates would most likely

adjust upwards making the Zion's Bank bid less attractive. I agree with his advice and would recommend that we go with Bank of Utah since they have the lowest fixed rate out of the 3 bids with no variable rates built in.

- If the City Council elects to go with Bank of Utah, the estimated annual savings would be approximately $23,489 with total savings over the life of the bond of $277,807.

- There is no restriction on call options which means that we could call the bonds at any time and refinance them again if rates drop lower than today's levels. This is a great feature to have and give the City the power to control interest rates and savings over the long-term.

- The bid option above discusses direct purchase of our bonds. For full disclosure, the City could attempt to sell the bonds on the open market. This would cost the City more in closing costs but could attract better rates that the direct bids above. However, rates are on the upward trend and have increased 15 basis points in the last 3 weeks. If we went with this option, we would not be able to sell the bonds until first of January. The risk is that rates would increase between now and then and erode any potential savings we would realize. Based on that fact, I would recommend going with the direct purchase option and awarding the bid to Bank of Utah.

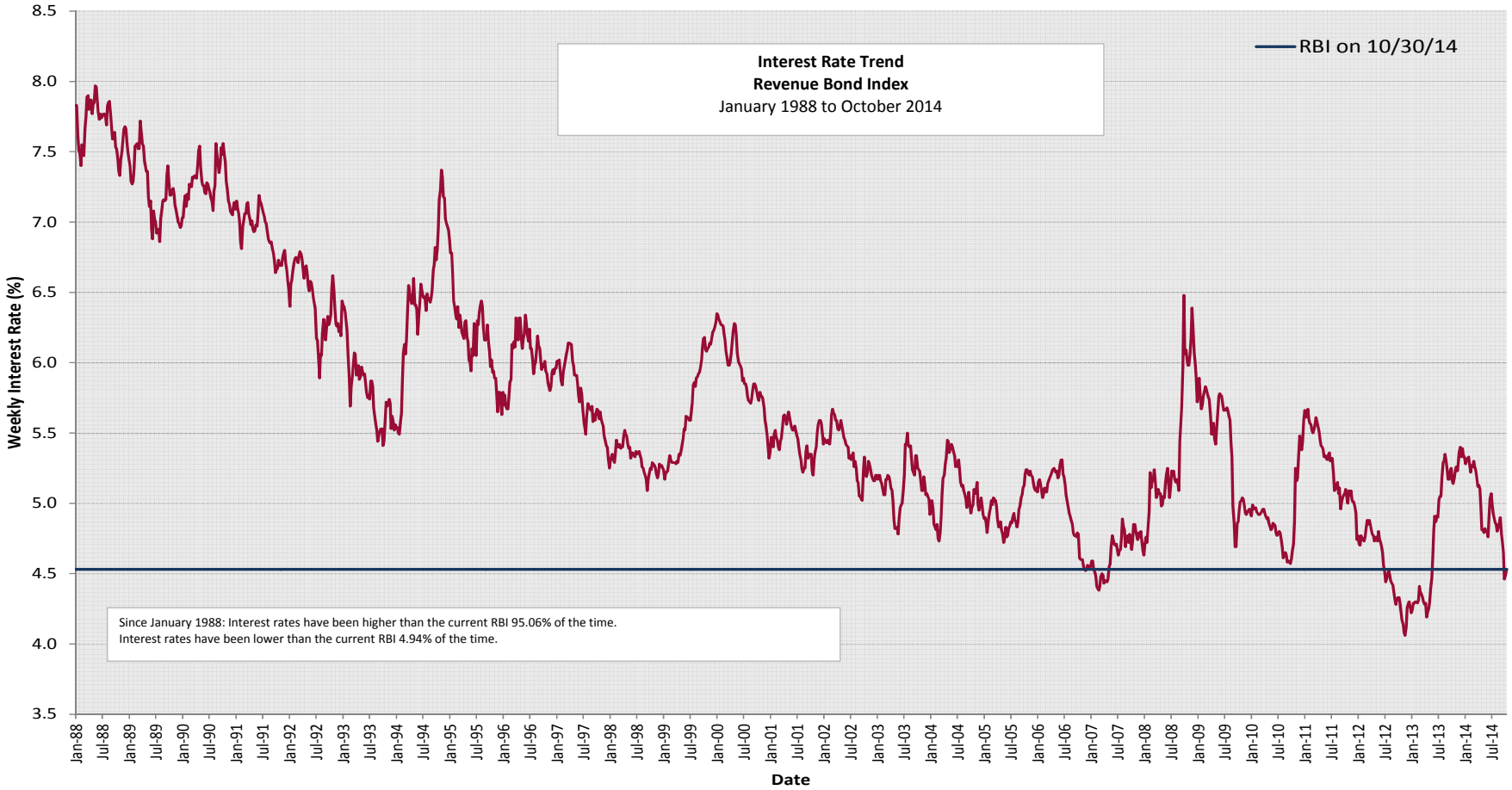
- Since the MBA and Syracuse City are two separate legal entities, we have two separate resolutions – one for Syracuse City and the other for the MBA. We will hold a special meeting of the MBA to approve the second resolution separately.

Recommendation

I recommend that we award the direct purchase bid to Bank of Utah. This is the least risky and will save the City $277,807 over the life of the bond.

Municipal Building Authority of Syracuse City, Utah
Lease Revenue Refunding Bonds
Series 2014
(Bid Summary)

Bidder	TIC	AIC	Par Amt	NPV Savings ($)	NPV Savings (%)	Avg Annual	Rate Mode	DSRF Requirement	Additional Fees/Costs	Call Provision
Zions First National Bank	2.467%	2.603%	$ 6,488,000	$ 490,280	8.104%	$ 40,736	Fixed/Variable	None	CUSIPS	Callable anytime at par
Bank of Utah	2.856%	2.990%	6,489,000	277,807	4.592%	23,489	Fixed	None	$1,000 purchaser's counsel	Callable anytime at par, in chronological order
Western Alliance Bank	3.600%	3.767%	6,500,000	(70,897)	-1.172%	(6,466)	Fixed	None	$12,000 purchaser's counsel	Callable after 2 years
Market (Best Case)	2.553%	2.837%	5,965,000	377,888	6.246%	32,450	Fixed	Surety	Rating, Insurance, Underwriter	Callable after 10 years
Market (.15% Upward Shift)	2.708%	2.995%	6,035,000	298,562	4.935%	25,975	Fixed	Surety	Rating, Insurance, Underwriter	Callable after 10 years



NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE GOVERNING BOARD OF THE MUNICIPAL BUILDING AUTHORITY OF SYRACUSE CITY, UTAH:

NOTICE IS HEREBY GIVEN that a special meeting of the Governing Board (the "Board") of the Municipal Building Authority (the "Authority") of Syracuse City, Utah, will be held at the Board's regular meeting place at 7:00 p.m. on November 19, 2014, for the purpose of authorizing the issuance and sale of the Authority's Lease Revenue Refunding Bonds, Series 2014 in a total principal amount of not more than $6,800,000 and related matters, and for the transaction of such other business incidental to the foregoing as may come before said meeting.

_____
Secretary-Treasurer

ACKNOWLEDGMENT OF NOTICE AND CONSENT TO SPECIAL MEETING

We, the Chair-President and Trustees of the Governing Board of the Municipal Building Authority of Syracuse City, Utah, do hereby acknowledge receipt of the foregoing Notice of Special Meeting, and we hereby waive any and all irregularities, if any, in such notice and in the manner of service thereof upon us and consent and agree to the holding of such special meeting at the time and place specified in said notice, and to the transaction of any and all business which may come before said meeting.

_____
Chair-President

_____
Trustee

_____
Trustee

_____
Trustee

_____
Trustee

_____
Trustee

Syracuse, Utah

November 19, 2014

The Governing Board (the "Board") of the Municipal Building Authority of Syracuse City, Utah, met in special session at the regular meeting place of the Board in Syracuse City, Utah, on November 19, 2014, at the hour of 7:00 p.m., with the following members of the Board being present:

Terry Palmer	Chair-President
Brian Duncan	Trustee
Craig Johnson	Trustee
Karianne Lisonbee	Trustee
Douglas Peterson	Trustee
Larry Shingleton	Trustee

Also present:

Brody Bovero	City Manager
Clint Drake	City Attorney
Cassie Brown	City Recorder
Steve Marshall	Finance Director

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Secretary-Treasurer presented to the Board a Certificate of Compliance with Open Meeting Law with respect to this November 19, 2014, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by _____ and seconded by _____, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Chair-President in open meeting and recorded by the Secretary-Treasurer in the official records of the Municipal Building Authority of Syracuse City, Utah. The resolution is as follows:

RESOLUTION NO. MBA14-02

A RESOLUTION OF THE MUNICIPAL BUILDING AUTHORITY OF SYRACUSE CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $6,800,000 AGGREGATE PRINCIPAL AMOUNT OF LEASE REVENUE REFUNDING BONDS, SERIES 2014 (THE "SERIES 2014 BONDS"); DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2014 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2014 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2014 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2014 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2014 BONDS MAY BE SOLD; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE EXECUTION BY THE ISSUER OF A SUPPLEMENTAL INDENTURE OF TRUST, AN AMENDMENT TO MASTER LEASE AGREEMENT, AMENDMENTS TO LEASEHOLD DEEDS OF TRUST; A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS NECESSARY FOR THE ISSUANCE AND SALE OF THE SERIES 2014 BONDS; AUTHORIZING THE SALE OF THE SERIES 2014 BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, pursuant to the provisions of the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1959, as amended, and the Utah Revised Nonprofit Corporation Act (together, the "Building Authority Act"), Syracuse City, Utah (the "City") has created the Municipal Building Authority of Syracuse City, Utah (the "Authority"); and

WHEREAS, pursuant to the provisions of the Building Authority Act and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the "Act"), the Governing Board (the "Board") of the Authority (the "Issuer") is authorized to issue (in one or more series and from time to time) Lease Revenue Refunding Bonds, Series 2014 (with any other series or title designations of the Issuer) (the "Series 2014 Bonds") for the purpose of (a) refunding a portion of the Issuer's outstanding Lease Revenue Refunding Bonds (the "Refunded Bonds"), (b) funding any required debt service reserve fund and (c) paying costs of issuance of the Series 2014 Bonds; and

WHEREAS, the Issuer considers it desirable and beneficial to refund the Refunded Bonds in order to achieve a debt service savings; and

WHEREAS, the Refunded Bonds were issued to (i) finance the acquisition, construction and furnishing of (a) a new City Hall, (b) remodeled and improved space for police and fire purposes and (c) an addition to the City's public works facility (collectively, the "Prior Project") and (ii) pay costs associated with the issuance and sale of the Refunded Bonds; and

WHEREAS, the City has leased, as Lessee, on an annually renewable basis, the Prior Project from the Issuer, and the Issuer has leased, as Lessor, the Prior Project to the City under the terms and provisions set forth in the Master Lease Agreement, dated as of December 1, 2006, as previously amended (collectively, the "Master Lease"); and

WHEREAS, the Series 2014 Bonds shall be payable solely from the rents, revenues and other income received by the Issuer from the leasing of the Prior Project to the City on an annually renewable basis, and shall not constitute or give rise to an obligation or liability of the Issuer or constitute a charge against its general credit or taxing powers; and

WHEREAS, subject to the limitations set forth herein, the Issuer desires to issue its Series 2014 Bonds pursuant to this resolution (the "Resolution"), a General Indenture of Trust dated as of December 1, 2006, as heretofore amended and supplemented, between the Issuer and Zions First National Bank, as trustee (the "General Indenture), as further amended and supplemented by a Supplemental Indenture of Trust (the "Supplemental Indenture," and together with the General Indenture, the "Indenture"), an Amendment to Master Lease Agreement (the "Amendment to Master Lease"), and Amendments to Leasehold Deeds of Trust, in substantially the forms presented to the meeting at which this Resolution was adopted and which are attached hereto as Exhibits B, C, and D, respectively; and

WHEREAS, there has been presented to the Board at this meeting a form of a bond purchase agreement (the "Bond Purchase Agreement") to be entered into between the Issuer, the City and the purchaser selected by the Issuer for the Series 2014 Bonds (the "Purchaser"), in substantially the form attached hereto as Exhibit E; and

WHEREAS, in order to allow the Issuer (with the consultation and approval of the Issuer's financial advisor, Zions Bank Public Finance (the "Financial Advisor")) flexibility in setting the pricing date of the Series 2014 Bonds to optimize debt service costs to the Issuer, the Board desires to grant to the Chair-President or Vice Chair of the Authority and the City Manager or Finance Director (the "Designated Officers") of the Authority and the City the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2014 Bonds shall be sold, to determine the Purchaser, and to set forth the final terms of the Series 2014 Bonds, and any changes with respect thereto from those terms which were before the Board at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters").

NOW, THEREFORE, it is hereby resolved by the Governing Board of the Municipal Building Authority of Syracuse City, Utah, as follows:

Section 1. The Board hereby finds and determines that it is in the best interests of the Issuer and its residents to issue not more than Six Million Eight Hundred Thousand Dollars ($6,800,000) aggregate principal amount of the Issuer's Lease Revenue Refunding Bonds, Series 2014, to bear interest at the rate or rates of not to exceed five percent (5.0%) per annum, to mature in not more than fourteen (14) years from their date or dates, and to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, as shall be approved by the Designated Officers, all within the Parameters set forth herein, for the purpose of (a) refunding the Refunded Bonds, (b) funding any required debt service reserve fund and (c) paying costs of issuance, all pursuant to this Resolution, a Supplemental Indenture, to be entered into at or before the time of issuance of the Series 2014 Bonds, an Amendment to Master Lease, and Amendments to Leasehold Deeds of Trust, in substantially the forms attached hereto as exhibits. The issuance of the Series 2014 Bonds shall be subject to the final approval of Bond Counsel and to the approval of the Attorney for the Issuer.

Section 2. The final interest rate or rates for the Series 2014 Bonds shall be set by the Designated Officers, in consultation with the Financial Advisor, at the rate or rates which, taking into account the purchase price offered by the Purchaser of the Series 2014 Bonds, will in the opinion of the Designated Officers and the Financial Advisor result in the lowest cost of funding reasonably achievable given the manner of offering the Series 2014 Bonds at the time of the sale of the Series 2014 Bonds and evidenced by the execution of the Bond Purchase Agreement.

Section 3. The Supplemental Indenture, Amendment to Master Lease, the Amendments to Leasehold Deeds of Trust, and the Bond Purchase Agreement, in substantially the respective forms presented to this meeting, are hereby authorized, approved, and confirmed. The Chair-President or Vice President and the Secretary-Treasurer are hereby authorized to execute and deliver the Supplemental Indenture, Amendment to Master Lease, the Amendments to Leasehold Deeds of Trust, and Bond Purchase Agreement in substantially the same form and with substantially the same content as the forms presented at this meeting for and on behalf of the Issuer with final terms as may be established by the Designated Officers, in consultation with the Financial Advisor, within the Parameters set forth herein and with such alterations, changes or additions as may be necessary or as may be authorized by Section 9 hereof. The Designated Officers are hereby authorized to specify and agree as to the Purchaser, final principal amounts, terms, discounts, maturities, interest rates, redemption features and purchase price with respect to the Series 2014 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution. The execution of the Bond Purchase Agreement by the Chair-President or Vice President shall evidence the Designated Officers approval.

Section 4. The Designated Officers of the Issuer are authorized to make any alterations, changes or additions to the Supplemental Indenture, Amendment to Master Lease, the Amendments to Leasehold Deeds of Trust, the Bond Purchase Agreement, the

Series 2014 Bonds, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2014 Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States.

Section 5. The form, terms, and provisions of the Series 2014 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Supplemental Indenture. The Chair-President or Vice President and Secretary-Treasurer are hereby authorized and directed to execute and seal the Series 2014 Bonds and to deliver said Series 2014 Bonds to the Purchaser. The signatures of the Chair-President or Vice President and the Secretary-Treasurer may be by facsimile or manual execution.

Section 6. Upon their issuance, the Series 2014 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2014 Bonds, the Supplemental Indenture, the Amendment to Master Lease, and the Amendments to Leasehold Deeds of Trust. No provision of this Resolution, the Supplemental Indenture, the Amendment to Master Lease, the Amendments to Leasehold Deeds of Trust, the Bond Purchase Agreement, the Series 2014 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 7. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents (including, but not limited to, appropriate security documents) and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8. After the Series 2014 Bonds are sold to the Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of the Series 2014 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 9. The forms of Supplemental Indenture, the Amendment to Master Lease, the Amendments to Leasehold Deeds of Trust, and the Bond Purchase Agreement, authorized and approved hereby are authorized and approved with such additions, modifications, deletions, and changes thereto as may be deemed necessary or appropriate and approved by the City Attorney. The execution thereof by the Chair-President or Vice President and Secretary-Treasurer on behalf of the Issuer shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 10. Pursuant to the provisions of the Act, the Secretary-Treasurer has caused the following "Notice of Bonds to be Issued" to be published in the Standard Examiner, a newspaper of general circulation in the Issuer, on October 28, 2014. The Secretary-Treasurer shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Issuer's principal offices for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of such publication. The Issuer hereby ratifies the "Notice of Bonds to be Issued" as published, in the following form:

NOTICE OF BONDS TO BE ISSUED

PUBLIC NOTICE IS HEREBY GIVEN that pursuant to the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the "Act"), the Governing Board (the "Board") of the Municipal Building Authority of Syracuse City, Utah (the "Authority"), intends to adopt a resolution on November 19, 2014 (the "Resolution") in which it authorizes the issuance of the Authority's Lease Revenue Refunding Bonds, Series 2014 (the "Series 2014 Bonds") (to be issued in one or more series from time to time and with any other series or title designations).

PURPOSE FOR ISSUING THE SERIES 2014 BONDS

The Series 2014 Bonds will be issued for the purpose of (a) refunding all or a portion of the Authority's outstanding Lease Revenue Bonds, Series 2006 Bonds (the "Refunded Bonds"), which were previously issued to refinance certain costs of the acquisition, construction and furnishing of a new City Hall, and remodeled and improved space for police and fire purposes (the "Project") for lease to Syracuse City, Utah (the "City") and (b) paying issuance expenses of the Series 2014 Bonds.

PARAMETERS OF THE BONDS

The Authority intends to issue the Series 2014 Bonds in the principal amount of not to exceed Six Million Eight Hundred Thousand Dollars ($6,800,000), to bear interest at an interest rate of not to exceed Five percent (5.0%) per annum, to mature in not more than fourteen (14) years, and to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof.

The Bonds are to be issued and sold by the Authority pursuant to the Resolution, including as part of said Resolution, an Indenture and a Supplemental Indenture (the "Indenture") and a Master Lease Agreement and an amendment to Master Lease (the "Master Lease"). The City and the Authority reserve the right to not issue the Series 2014 Bonds for any reason and at any time up to the issuance of the Series 2014 Bonds.

The Bonds are payable solely from the rents, revenues and other income received by the Authority from the leasing of the Project to the City on an annually renewable basis.

Copies of the Resolution, the Indenture and the Master Lease are on file in the office of the City Recorder located at 1979 W. 1900 So., Syracuse, Utah, where they may be examined during regular business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, for a period of at least thirty (30) days from and after the last date of publication of this notice.

NOTICE IS HEREBY GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Series 2014 Bonds, the Indenture

or Master Lease (but only as they relate to the Series 2014 Bonds), or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

DATED this October 24, 2014.

/s/ Secretary-Treasurer
Municipal Building Authority of Syracuse City, Utah

Section 11. The Issuer hereby reserves the right to opt not to issue the Series 2014 Bonds for any reason.

Section 12. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this November 19, 2014.

(SEAL)

By:_____
Chair-President

ATTEST:

By:_____
Secretary-Treasurer

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:_____
Chair-President

ATTEST:

By:_____
Secretary-Treasurer

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

I, Cassie Brown, the undersigned, duly qualified, and acting Secretary-Treasurer of the Governing Board (the "Governing Board") of the Municipal Building Authority of Syracuse City, Utah (the "Authority"), do hereby certify:

The foregoing pages are a true, perfect and complete copy of the record of proceedings of the Governing Board, had and taken at a lawful special meeting of said Governing Board held at the regular meeting place in Syracuse City, Utah, on November 19, 2014, commencing at the hour of 7:00 p.m., as recorded in the regular official book of the proceedings of the Authority kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present as said meeting as therein shown.

All members of the Governing Board were duly notified of said meeting, pursuant to law.

I, further certify that, the Resolution, with all exhibits attached, was deposited in my office on November 19, 2014, and pursuant to the Resolution, a Notice of Bonds to be Issued was published (i) one time in the Standard Examiner, a newspaper having general circulation in Syracuse City, Utah, on October 28, 2014, the affidavit of which publication is hereby attached, (ii) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Authority this November 19, 2014.

(SEAL)

By:_____
Secretary-Treasurer

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Cassie Brown, the undersigned Secretary-Treasurer of the Governing Board of the Municipal Building Authority of Syracuse City, Utah (the "Authority"), do hereby certify, according to the records of the Authority in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the November 19, 2014, public meeting held by the Authority as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on November ___, 2014, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Standard Examiner on November ___, 2014, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

The Authority meets on an "as needed" basis.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this November 19, 2014.

(SEAL)

By:_____
Secretary-Treasurer

SCHEDULE 1

NOTICE OF MEETING

(attach Proof of Publication of
Notice of Bonds to be Issued)

EXHIBIT B

FORM OF SUPPLEMENTAL INDENTURE

[See Transcript Document No. ___]

EXHIBIT C

FORM OF AMENDMENT TO MASTER LEASE

[See Transcript Document No. ___]

EXHIBIT D

FORM OF AMENDMENTS TO LEASEHOLD DEEDS OF TRUST

[See Transcript Document No. ___]

EXHIBIT E

BOND PURCHASE AGREEMENT

[See Transcript Document No. ___]

SYRACUSE CITY

Syracuse City Redevelopment Agency Agenda
November 19, 2014 – immediately following the Municipal Building Authority meeting.
City Council Chambers
Municipal Building, 1979 W. 1900 S.

1. Meeting called to order
   Adopt agenda

2. Budget request for Town Center Redevelopment Agency

3. Adjourn.

~~~~~

In compliance with the Americans Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the City Offices at 801-825-1477 at least 48 hours in advance of the meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 13th day of November, 2014 at Syracuse City Hall on the City Hall Notice Board and at http://www.syracuseut.com/. A copy was also provided to the Standard-Examiner on November 13, 2014.

CASSIE Z. BROWN, CMC
SYRACUSE CITY RECORDER
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RDA MEETING AGENDA

November 19, 2014

Agenda Item **#2** RDA Budget Request – Town Center

Factual Summation

- Any question regarding this agenda item may be directed at Brody Bovero or Sherrie Christensen.

- The Town Center RDA has 6 different criteria for which RDA funds can be used:

    1. Enable the Agency to make financing alternatives available for participants in the RDA, thereby providing necessary assistance for investment, redevelopment, rehabilitation, and the elimination of blight within the Project Area

    2. It will help prevent erosion of Syracuse City's economic base.

    3. It will help attract desirable businesses to locate and expand within the project area.

    4. It will facilitate revitalization and beautification of the Project Area.

    5. It will enable the Agency to help meet some of the infrastructure needs of the City which are important for revitalization of the Project Area.

    6. It will contribute in a variety of other ways to the redevelopment of the Project Area, and further the interests of public peace, health, safety, and welfare.

- Over the last year, Town Center has seen improvement, including the expansion of The Rush and new tenants including Farmers Insurance, Fiiz, and The Crazy Enchilada. The Center however still struggles with several vacant spaces and some tenants struggling to cover monthly lease payments.

- Events near Town Center, such as City Recreation football/baseball, Heritage Days, The Pumpkin Walk, and the Farmer's Market, have produced positive

results for nearby businesses, and serve a dual purpose of building a sense of community while providing economic benefits. In an effort to continue momentum through the winter, we are proposing a winter ice rink located on the vacant pad behind Fiiz Drinks.

- We have contacted the property owner, who has struggled to sale or lease the property, and have reached a preliminary agreement to use the property through February at no charge.

- Outline of the Proposed Concept
  - Approx 40’ X 40’ ice rink
  - Covered tent are for skate rental and shoe/skate changing area
  - Holiday Décor
  - Open daily, with scheduled events & entertainment on weekends
  - Low-cost activity designed to bring people in
  - Adjacent businesses receive added activity
  - Economic momentum continues to improve the area

  See the following links to get an idea of the concept:
  https://www.youtube.com/watch?v=5qEXxXC9h1s
  https://www.youtube.com/watch?v=EGds2VtTurE
  https://www.youtube.com/watch?v=jZblFkomm1E

Budget Request

- Currently, the RDA budget has $100,000 budgeted for FY2015, outlined for infrastructure improvements.
- Our estimated up-front investment is $26,000, which includes the ice rink, tent rental, music, labor, decor, and skates

- Revenue plan (conservative outlook): Skate Rental, Advertising space, entrance fee.

YEAR 1
Estimated Cost: $26,000

$4,500	Sponsorships/Ad Space
$6,000	Admission Fees (Net Revenue)
$1,500	Skate Rental (Net Revenue)

_____

$12,000

Net = - $14,000

YEAR 2
Estimated Cost: $7,000

$5,500	Sponsorship/Ad Space
$6,000	Admission Fees (Net Revenue)
$1,500	Skate Rental (Net Revenue)

_____

$13,000

Net = $6,000

- Possible long term plans could include expansion of rink, performances and tournaments (Hockey, Figure Skating).

- Revenue repays RDA, profits may be transferred to City. Intent is to re-invest to make next year's program better.