

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council & Tooele City Redevelopment Agency will meet in a Work Session, on Wednesday, November 7, 2018 at the hour of 5:00 p.m. The Meeting will be Held in the Tooele City Hall Large Conference Room Located at 90 North Main Street, Tooele, Utah.

- 1. Open City Council Meeting
- 2. Roll Call
- 3. Discussion:
 - Property Tax Analysis

Presented by Jason Burningham

Resolution 2018 – 65 A Resolution of the Tooele City Council Acknowledging the Mayor's Appointment of Tyson Hamilton to the Planning Commission

Presented by Mayor Debbie Winn

 Resolution 2018 – 66 A Resolution of the Tooele City Council Establishing Planning Commission Compensation

Presented by Mayor Debbie Winn

- Ordinance 2018 - 20 An Ordinance of Tooele City Amending the Tooele City Policies and Procedures Manual

Presented by Kami Perkins

- Resolution 2018-60 A Resolution of the Tooele City Council Approving and Ratifying a Real Estate Purchase Contract and Associated Agreements and Payments for Property Located at 59 North 100 East

Presented by Roger Baker

- Resolution 2018-35 A Resolution of the Tooele City Council Approving a Lease Agreement with Tooele County for the Middle Canyon Toll Booth Project

Presented by Roger Baker

Small Wireless Communication Facilities in the Public Rights-of-Way

Presented by Roger Baker

Quick Quack Tooele – Final Plat Request

Presented by Paul Hansen

- Barbara Boss Property and Proposed Project

Presented by Jim Bolser

 Ordinance 2018 – 19 An Ordinance of Tooele City Amending Tooele City Code Table 1 of Section 7-14-3 Regarding Minimum Project Size for Multi-Family Dwelling Developments

Presented by Jim Bolser

Ordinance 2018 – 22 An Ordinance of Tooele City Council Reassigning the Zoning Classification to the HDR High Density Residential Zoning District for 5.26 Acres of Property Located at 750 North 100 East

Presented by Jim Bolser

4. Close Meeting



- Litigation & Property Acquisition
- 5. Adjourn

Michelle Y.	Pitt	
Tooele City	Recorder	/RDA Secretary

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 843-2110 or michellep@tooelecity.org, Prior to the Meeting.

TOOELE CITY CORPORATION

RESOLUTION 2018-65

A RESOLUTION OF THE TOOELE CITY COUNCIL ACKNOWLEDGING THE MAYOR'S APPOINTMENT OF TYSON HAMILTON TO THE PLANNING COMMISSION.

WHEREAS, Tooele City Charter Section 5-01 and Tooele City Code §2-3-3 states that there shall be seven members of the Tooele City Planning Commission, three of whom shall be appointed by the City Council, and four of whom shall be appointed by the Mayor; and,

WHEREAS, pursuant to Tooele City Code §2-3-3, the City Council and Mayor may each appoint an alternate Planning Commission member, to act with full authority for an absent member; and,

WHEREAS, all appointments to the Planning Commission extend through December 31st of alternating odd-numbered years in order to preserve a balanced rotation of member terms; and,

WHEREAS, the Mayor appointed Tyson Hamilton to the Planning Commission as an alternate member, for a term of four years, beginning February 3, 2018; and,

WHEREAS, Planning Commission member Brad Clark has resigned, and the Mayor has appointed Tyson Hamilton to be a full member of the Planning Commission, effective November 7, 2018; and,

WHEREAS, it is desirable for the City Council to acknowledge the Mayor's appointments to the Planning Commission by resolution so as to maintain an accurate record of all Planning Commission appointments; and,

WHEREAS, terms of the various members of the Planning Commission are shown on Exhibit A:

NOW, THEREFORE, BE IT ADKNOWLEDGED BY THE TOOELE CITY COUNCIL that the Mayor has appointed Tyson Hamilton to the Planning Commission, for a four-year term expiring December 31, 2021, as shown in Exhibit A.

This Resolution shall take effect immediately upon passage, by authority of the Tooele City Charter, without further publication.

IN WITNES	SS WHEREOF, this Resolution i	is passed by the	Looele City C	ouncil this
day of	, 2018.			

Exhibit A

Planning Commission Member	Term Begin Date	Term End Date	Date of First Appointment
Matt Robinson (Council)	01-01-2012	12-31-2019	05-19-2010 (alternate)
Melanie Hammer (Mayor)	01-01-2012	12-31-2019	01-01-2010 (alternate)
Shauna Bevan (Council)	01-01-2014	12-31-2021	03-20-2013 (alternate)
Tyson Hamilton (Mayor)	11-07-2018	12-31-2021	02-03-2018 (alternate)
Phillip Montano (Mayor)	01-01-2014	12-31-2021	01-18-2006
Chris Sloan (Council)	01-01-2014	12-31-2021	02-16-2011 (alternate)
Tony Graf (Mayor)	01-03-2018	12-31-2021	01-03-2018
Vacant (Alternate) (Mayor)			
Bucky Whitehouse (Alternate) (Council)	01-17-2018	12-31-2021	01-17-2018 (alternate)

TOOELE CITY COUNCIL

(For)				(Against)
		-		
		-		
		-		
		-		
ABSTAINING:				
(For)	MAYOF	R OF TOOEL	E CITY	(Against)
ATTEST:				
Michelle Y. Pitt, City Reco	order	-		
SEAL				
Approved as to form:	Roger Eva	ns Baker. To	ooele City Atto	nev

TOOELE CITY CORPORATION

RESOLUTION 2018-66

A RESOLUTION OF THE TOOELE CITY COUNCIL ESTABLISHING PLANNING COMMISSION COMPENSATION.

WHEREAS, Tooele City Charter Article 5 and Utah Code Section 10-9a-301 call for the establishment of a Planning Commission; and,

WHEREAS, Tooele City Code Chapter 2-3 governs the Tooele City Planning Commission; and,

WHEREAS, TCC Section 2-3-5 (Compensation) reads in pertinent part, "The members of the Commission shall receive such salary and reimbursement for expenses as the City Council shall from time to time by resolution determine"; and,

WHEREAS, members of the Planning Commission are Tooele City volunteers, not employees, and receive a de minimis compensation as allowed by the U.S. Internal Revenue Service and as authorized by the City Council, currently in the form of a \$50 per month volunteer stipend that includes reimbursement for costs associated with performing Planning Commission duties; and,

WHEREAS, the volunteer stipend of \$50 per month has historically been paid whether a Planning Commission member attends a Planning Commission meeting or not and whether a month contains two meetings, one meeting, or no meetings; and,

WHEREAS, a member of the Planning Commission is designated to attend Tooele City's pre-development meetings to provide Planning Commission perspectives at the meeting and to provide information from the meeting to the Planning Commission; and,

WHEREAS, the City Administration recommends that members of the Planning Commission be paid \$25 per meeting attended, be it a Planning Commission or predevelopment meeting, as a reasonable de minimis volunteer stipend, and not be paid a stipend for meetings not attended, suggesting it is against the City's interest to compensate non-participating members of the Planning Commission:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the volunteer stipend paid by Tooele City to members of the Planning Commission, including alternate members, is hereby set at \$25 per Planning Commission meeting attended, as well as per pre-development meeting attended by the Planning Commission designee, as documented by the City Administration.

This Resolution shall take effect January 1, 2019, by authority of the Tooele City Charter, without further publication.

IN WITNES	SS WHEREOF, this Resoluti	ion is passed by the	Tooele City	Council this
day of	, 2018.			

TOOELE CITY COUNCIL

(For)				(Against)
		_		
		_		
		-		
		_		
ABSTAINING:				
(For)	MAYO	R OF TOOEL	E CITY	(Against)
ATTEST:		-		
Michelle Y. Pitt, City Reco	order	-		
SEAL				
Approved as to form:	Roger Eva	ans Baker To	ooele City Atto	urnev

TOOELE CITY CORPORATION

ORDINANCE 2018-20

AN ORDINANCE OF TOOELE CITY AMENDING THE TOOELE CITY POLICIES AND PROCEDURES MANUAL.

WHEREAS, Section 40 of the Tooele City Policies and Procedures manual (the "Manual") provides that the Manual "may be amended by the two-thirds vote of the Policies and Procedures Recommendation Committee and the subsequent approval of the Mayor and City Council" by ordinance of the City Council; and,

WHEREAS, the Policies and Procedures Recommendation Committee has studied, prepared, solicited employee comment regarding, and voted to recommend amendments to the Manual, namely:

- Section 2: Hiring Editorial revisions. Changes to policy to bring it in line with the new online/electronic application portal. Move criminal conviction-related provision to part of the background check. (Exhibit A)
- Section 6: Nepotism Changes the definition of relative to not include grandparent-in-law, uncle-in-law, aunt-in-law, nephew-in-law, niece-in-law, cousin-in-law, second cousins, or other similar distant relationships. Also provides a provision where relatives can be hired on a temporary, seasonal, or on call basis provided there is a supervisor in between in the chain of command. (Exhibit B)
- Section: 9 Compensation Editorial revisions. Updated salary schedule grades; expands grades for police officer pay plan; updated to document a phone allowance for elected officials; changes comp-time to allow for rollover of up to 80 hours; changes policy to discontinue paper pay checks unless for pre-note or city purposes (all employees go to direct deposit). (Exhibit C)
- Section 11: Domestic Violence Propose we repeal this policy as a separate Section. Workplace violence and disciplinary policies now cover this concept.
- Section 17: Drug-Free Workplace & Alcohol Rewrite to simplify more and update for the new legal DUI alcohol limit of .04. (Exhibit D)
- Section 23: Holidays Updated holiday worked provision so that if a FLSA exempt employee has to work the holiday, they may sub another day off pp before, during, or after recognized holiday. (Exhibit E)
- Section 25: Funeral Leave Updated to clarify that funeral leave benefits can be used to get the employee to their regular hours but are not paid as OT hours. (Exhibit F)

- Section 29: Benefits Updated table of benefits for part-time elected officials to show that Tier 2 is eligible for LTD benefits; adds the Tier 2 Public Safety Officers Enhanced Retirement Benefit provision. (Exhibit G)
- Section 31: Gifts, Prizes, Awards, Wellness/Recreation Card & Discounts Changes the limit on retirement gifts; provides that officers retiring or terminating
 may be given their duty weapon and badge & that the department may present
 them in a shadow box, allows for plaques to be presented. (Exhibit H)
- Section 32: Training & Educational Assistance Renames "Education Reimbursement Benefit Program;" takes out provisions that are job training; adds sworn law enforcement officers student loan reimbursement program. (Exhibit I)

WHEREAS, the Mayor has approved the amendments recommended by the Policies and Procedures Recommendation Committee; and,

WHEREAS, the Administration distributed the proposed policy amendments via electronic e-mail to all City employees, received oral and written comments to the proposed amendments, and incorporated as many comments as deemed possible and appropriate for the City's business needs; and,

WHEREAS, the Administration and Council find that the amendments are in the best interest of Tooele City Corporation and its employees; and,

WHEREAS, subsequent to the adoption of the above-listed amendments, Kami Perkins, Tooele City Human Resources Director, will make reasonable efforts to inform all employees of the amended provisions, and the new policies will be placed on the City website for employee and public access:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that:

- 1. the Tooele City Policies and Procedures Manual is hereby amended as set forth in Exhibits A through I;
- 2. the revisions shall take effect November 1, 2018, except police-related pay and benefit changes take effect December 2, 2018; and,
- previous versions of the amended provisions of the Tooele City Policy and Procedures Manual shall be repealed and superseded upon the amendments in this Ordinance taking effect.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage or otherwise, as indicated above, without further publication, by authority of the Tooele City Charter.

IN WITNESS	WHEREOF, this Ordinance	e is passed by the	Tooele City	Council this
day of	, 2018.		•	

TOOELE CITY COUNCIL

(For)			(Against)
1			
ADSTAINING.		-	
ABSTAINING:			
(Approved)	MAYOR OF TOOL	ELE CITY	(Disapproved)
ATTEST:			
Michelle Y. Pitt, City Recorde	<u>r</u>		
SEAL			
Approved as to Form:	oger Evans Baker, T	ooele Citv Attorne	

A

Revised October 2018

SECTION: 2

A. GENERAL POLICY

- 1. Tooele City reserves the right to hire, fill vacancies, and otherwise make job assignments at management's discretion to meet changing business conditions and staffing needs.
- 2. When vacancies do occur, Tooele City generally prefers to give first consideration to current Tooele City employees who meet the minimum qualifications for the vacant position by opening a preferential internal posting. The Mayor may authorize waiving a preferential internal posting when it is deemed necessary or beneficial. Although this is not an exclusive list, preferential internal postings may be waived:
 - a. For part-time, temporary, seasonal, appointed, or sworn law enforcement positions;
 - b. When it is believed that only one or no employees possess the required minimum qualifications for the open position;
 - c. When moving a person to another position will maintain an individual's employment with Tooele City due to a layoff;
 - d. When moving a person to another position is prudent to meet legal requirements of the American's with Disabilities Act or other laws;
 - e. When an individual has been involuntarily demoted or transferred to the new position, thus opening another position elsewhere;
 - f. When management believes that transferring or demoting an employee is necessary to meet business needs, to comply with Tooele City policies and procedures, or is in the best interest of the City;
 - g. When an employee who separated employment from Tooele City has requested reinstatement to the same position he/she held prior to separation and the employee had at least one full year experience in that position with Tooele City, and has requested reinstatement within 1 year of separation. Terms and conditions pertaining to compensation, benefits, and seniority are established under the respective policies in this Manual; or
 - h. When a voluntary lateral transfer is desirable between two employees and their respective department heads.
- 3. A position may be filled by transferring an employee from one position to another provided that both are of the same salary grade. Transfers fall into two categories: voluntary and involuntary. A voluntary transfer is deemed to be acceptable by the

Revised October 2018

SECTION: 2

effected employee and department head(s) and may be initiated at either the employee's or the City's request. An involuntary transfer is made by the City with or without the employee's consent as deemed necessary to meet the needs of the City.

B. ONLINE APPLICATION SYSTEM & SELECTION PROCESS

In general, applicants apply online. Hiring supervisors shall follow all employment laws and regulations pertaining to the selection process. Numeric rating or a ranking, general job criteria, or other job-related criteria should be used in the selection process. In addition, examinations or other tests may be administered when such tests are valid and reliable predictors of an individual's ability to perform the job.

C. VETERAN'S PREFERENCE

In accordance with Title 71, Chapter 10 of the Utah Code Annotated, 1953, as amended, Tooele City grants veterans preference upon initial hiring with Tooele City to a preference eligible veteran or preference eligible spouse that meets the minimum qualification for the position as follows:

- 1. When a scored examination or other numeric rating mechanism is used and the applicant receives a passing score, Tooele City will give preference in hiring by adding to the applicant's score as follows:
 - 5% of the total possible score, if the individual is a veteran;
 - 10% percent of the total possible score, if the individual is a disabled veteran or a Purple Heart recipient; or

In the case of a preference eligible spouse, widow or widower, the same percentage the qualifying veteran is, or would have received, is added.

2. If a non-numeric ranking mechanism is used, Tooele City will give veteran's preference in interviewing and hiring, generally by extending a first interview.

D. RANKED POSITION ROSTER

Once the selection process has been completed, applicants may be held on a roster for future consideration. This roster may, at the hiring manager's discretion, be reused for a one-year period following the date the first offer for employment was made.

E. OFFERS FOR EMPLOYMENT

All offers for employment are made in writing generally by the human resource office.

Revised October 2018

SECTION: 2

F. BACKGROUND SCREENING & INVESTIGATIONS

In most circumstances the results of pre- and post- offer screenings and investigations are not made available to the applicant or employee. Information obtained from the background screening or investigation is deemed confidential and shared only with individuals involved in employment decisions.

The Tooele City Police Department maintains guidelines relating to background screening and investigations of police officers and other police department applicants and employees.

1. **Screening - Pre-Offer**. Tooele City may conduct a pre-offer screening to assist in the selection process.

The pre-offer screening may include, but is not limited to:

- a. Verifying past employment and rehire eligibility;
- b. Evaluating the applicant's past employment performance and recommendations from prior employers/supervisors/associates;
- c. Contacting references or other individuals with knowledge of the applicant's performance or suitability for the position;
- d. Verifying the validity and accuracy of an individual's education, certifications, and training; or,
- e. Verifying the validity and accuracy of information provided by the applicant in written or oral communications.
- 2. **Background Investigation Post-offer**. Tooele City may conduct further background investigation after a conditional officer of employment has been made. Based on the job requirements, a post-offer background investigations may include, but is not limited to:
 - a. Driving Records. Reviewing driving records for jobs with driving responsibilities to determine the applicant's insurability and risk level;
 - b. Credit Reports. Reviewing personal credit reports for jobs with access to City bank accounts or other highly responsible financial matters;
 - c. Sex Offender Registries. Reviewing sex offender registries or other public databases for jobs working in positions of trust or proximity to children to verify that the individual does not appear in the database of persons who have been convicted of certain sex crimes;

- d. Web Based Information. Reviewing information available via the internet, social networking sites, trade association sites, or other web based sites to determine whether information publicly available to the general public via electronic means may be perceived as being derogatory to a protected class, sexually objective, offensive, violent, threatening, criminal, illegal, harassing, discriminatory, or as having other publicly available information may have the potential to compromise the applicant's credibility, present an unprofessional image for the City, compromise the public's confidence in the individual as a City employee, or be contrary to position for which the applicant is being considered. These types of inquiries may be made for jobs with the following types of responsibilities:
 - (1) Senior and mid-level management such as department heads and supervisors;
 - (2) Representing the City in a position that is highly visible including positions that serve as first point of contact for the public;
 - (3) Responsibility for the care, safety, or security of people including children and minors;
 - (4) Working in a position of trust or in proximity to children and minors;
 - (5) Having access to private residences, yards, buildings, or other properties not otherwise accessible to the general public;
 - (6) Working in a position with access to controlled substances, drugs, paraphernalia, restraint systems, or other safety sensitive materials; and/or,
 - (7) Working in a position established to protect and preserve public safety, confidential or highly sensitive information, or other enforcement or legal proceedings.
- e. Criminal History Records. Reviewing the applicant's criminal history records obtained from various sources, including but not limited to, the Utah Bureau of Criminal Identification, other State Criminal Records, prosecution and court records, for all City jobs.

G. CRIMINAL HISTORY RECORD GUIDELINES

- 1. Generally only criminal convictions, guilty pleas, pleas of no contest and deferred adjudication will be considered in determining an applicant's suitability for employment or reassignment. Detention or arrest without conviction typically do not constitute valid grounds for employment decisions.
- 2. In determining an individual's suitability for employment or reassignment where the individual has criminal convictions, a committee comprised of the Human Resource Director, City Attorney, and the Department Head (or substitutes if deemed necessary or prudent) evaluates such factors as: the specific duties of the position, nature and seriousness of the crime; the relationship of the conviction to the requirements of the job; all circumstances relative to the crime, including mitigating circumstances; the age at the time of the crime; the time elapsed since the crime; and all other competent evidence of rehabilitation and fitness for duty, including but not limited to, letters or references by persons who have been in contact with the applicant since the applicant's conviction. The Mayor makes the final determination regarding approval to hire or reassign the applicant.
- 4. The following guidelines are not inclusive:
 - a. Felony convictions within the past seven (7) years for the following crimes, including convictions for attempt or conspiracy to commit the following crimes, will make an individual ineligible for hire:
 - (1) Murder;
 - (2) Arson;
 - (3) Criminal sexual conduct where the victim's failure to affirmatively consent is an element of the crime, such as sexual assault, or felonies involving the sexual or physical abuse of children, the elderly or the infirm, such as sexual misconduct with a child, making or distributing child pornography, or using a child in a sexual display, or incest involving a child;
 - (4) Robbery whether simple or aggravated;
 - (5) Burglary;
 - (6) Federal or State Civil Rights Convictions; or,
 - (7) Felony controlled substance crimes where intent to distribute is an element of the crime.

Revised October 2018

SECTION: 2

- b. Other convictions within the past seven (7) years for the following crimes, including convictions for attempt or conspiracy to commit the following crimes, are considered serious concerns for any position but generally do disqualify an individual from hiring or reassignment:
 - (1) Crimes of violence:
 - (2) Theft;
 - (3) Drug convictions without successful completion of post-rehabilitation program;
 - (4) Alcohol convictions:
 - (5) Weapons violations;
 - (6) Other sexual convictions not listed above;;
 - (7) Fraud;
 - (8) Financial Crimes; or
 - (9) Falsification in official matters.
- c. Regardless of the time period, other convictions for certain types of crimes generally preclude hiring or reassigning an employee into certain positions. For example:
 - (1) Individuals with convictions for theft, embezzlement, identity theft, or fraud cannot be hired into positions with fiduciary responsibilities; or,
 - (2) Individuals with convictions for child molestation and other sex offenses can not be hired or reassigned to positions that involve direct unsupervised contact with minors and children.
- 5. When disqualification occurs because of criminal conviction information obtained from a third party vendor or other consumer report, Tooele City will notify the individual in writing of their disqualification within five (5) business days and provide the individual with reasonable time to contest the validity of the information.

B

NEPOTISM

(Employment & Supervision of Relatives) Revised October 2018

SECTION: 6

A. POLICY

Tooele City desires to avoid the appearance of favoritism that may result from employment relationships with relatives and to minimize the potential for disruption or limitations in the workplace that may result from employment relationships with relatives. It is the policy of Tooele City that no City employee may do any of the following:

- 1. Participate in the process of hiring or reassigning a relative (including serving on interview panels or other applicant evaluation boards while the relative is still being considered);
- 2. Hire or cause to be hired a relative (signing final paperwork for administrative purposes when not otherwise involved in the hiring or reassigning of a relative does not constitute a violation of this provision);
- 3. Reassign or cause to be reassigned a relative (signing final paperwork for administrative purposes when not otherwise involved in the reassigning of a relative does not constitute a violation of this provision);
- 4. Accept employment or reassignment to a regular/appointed status position, when doing so would place him/her under the supervision of a relative;
- 5. Hear or investigate a grievance or an appeal from a relative; or,
- 6. Supervise a relative, unless one of the following exceptions apply:
 - a. Two employees in a supervisory relationship, or an employee who is employed in a position before a relative assumed a supervisory position over the relative, may on a temporary, transitional basis, retain employment in their existing positions until such time as Tooele City is able to reasonably transfer one of the employees on a lateral basis to another position outside the supervision of the relative. Tooele City retains the right to decide which employee is to be involuntarily transferred on a lateral basis, taking into consideration the needs of the organization. During the transitional period, measures should be put into place by the department head to ensure that the relative does not evaluate the employee's performance, recommend changes in pay, or make other employment decisions that could give rise to a perception of favoritism resulting from nepotism. Such actions may include having another manager review and approve such actions.
 - b. The new or reassigned employee is the only person available, qualified, or eligible for the position;
 - c. The new or reassigned employee is compensated from funds designated for vocational training;

NEPOTISM

(Employment & Supervision of Relatives) Revised October 2018

SECTION: 6

- d. The new or reassigned employee is employed for a period of 12 weeks or less per 12-month look back period;
- e. The new or reassigned employee will be working in a contingent position (i.e. temporary, seasonal, cyclical, or on-call) with no expectation for continued employment or appeal rights, and there is an intermediate supervisor (as opposed to a lead) between the relatives;
- f. The new or reassigned individual is a volunteer as defined by this Manual;
- g. The Mayor has determined that the new or reassigned employee is the only employee available or qualified to supervise the relative; or,
- h. The new or reassigned employee is employed by Tooele City before a relative is elected as Mayor or a member of the City Council. Elected officials have the duty to minimize the appearance of favoritism resulting from nepotism whenever possible.

NOTE: If one of the above exceptions applies, but the individual is a relative of an elected official, consent must be given by both the Mayor and majority vote from the city council.

B. TWO EMPLOYEES MARRY – ONE IS THE SUPERVISOR

When two existing employees within a supervisory chain of command marry, Tooele City will consider moving one of the employees to a position outside the supervisory chain of command by either lateral transfer or demotion. When such efforts are not practical for Tooele City, are not in the best interest of the organization as determined by the Mayor in consultation with the department head, or are not accepted by the employee subject to the transfer or demotion, the City will then notify both employees that one of the employees must separate from City employment within 60 days. In the event neither employee chooses to separate from City employment, the employee with the least seniority will be separated from City employment. For purposes of this Section, seniority will be calculated first by the credited service time as a benefit eligible employee and then take into consideration credited seasonal, then credited temporary time.

C. REQUIREMENT TO DISCLOSE

Both applicants for positions and any individual involved in any capacity with a selection process involving a relative are required to make a complete written disclosure of such relation at time of application or prior to becoming involved in any selection process. Failure to make the disclosure is a violation of this nepotism policy and may result in disciplinary action, up to and including dismissal from employment, as well as the applicant for employment no longer being considered for employment.

NEPOTISM

(Employment & Supervision of Relatives) Revised October 2018

SECTION: 6

D. EMPLOYMENT OF RELATIVES WHEN NO SUPERVISIORY RELATION EXISTS Tooele City reserves the right to refuse to hire, promote, transfer, or otherwise reassign a person to a position, shift, or other condition of employment in the same department, division, or work area, wherein his/her relationship to a relative has the potential to adversely impact the workplace.

E. CITY'S RIGHT TO TRANSFER

Notwithstanding any of the above, Tooele City reserves the ultimate right to involuntarily transfer an employee on a lateral basis, to a position of similar duties at such time as the relationship between two or more relatives has the potential for creating adverse impact on the workplace (such as, but not limited to, supervision, safety, security, or morale), or involves a potential conflict of interest, and such a position becomes available.

F. DEFINITIONS

1. Relative –

For the purposes of this policy, an employee's relative is defined as (blood relationship, including half-siblings) or as affinity (marriage, step-relations, or adoption): Spouse, Parent, Sibling, Child, Grandparent, Grandchild, Uncle, Aunt, Nephew, Niece, First Cousin or any of the following In-Laws: Mother, Father, Son, Daughter.

Relative does not include: grandparent-in-law, uncle-in-law, aunt-in-law, nephew-in-law, niece-in-law, cousin-in-law, second cousins, or other similar distant relationships.

Relative also includes cohabitants, such as a husband and wife by common-law marriage, domestic partners (a person with whom the employee's life is interdependent and who shares a common residence), any person claimed as a dependent for income tax purposes for the most recent two tax years, and individuals living in the residence of the employee for a cumulative period of six months or longer over a two year look back period. Relative also includes non-married cohabitants, roommates, foster children, etc.

A legal divorce dissolves affinity relationships but not cohabitant relationships.

- 2. Supervise, Supervision, and Supervisor an employment relationship in which an employee's relative is in the employee's "chain of command" or in the direct line of managerial oversight; or, the elected Mayor or member of the City Council is a relative of an employee or applicant for employment.
- 3. Chain of Command the vertical employment relationship in which an employee is accountable to a direct supervisor, and that supervisor is accountable to another supervisor, and so on. Any person in this line is in the chain of command.

 \mathbf{C}

A. PURPOSE

This Section:

- 1. Establishes and communicates Tooele City's compensation program;
- 2. Establishes consistent compensation practices for common compensation matters within Tooele City's workforce; and,
- 3. Promotes compliance with the Fair Labor Standards Act and other laws.

This Section does not identify every compensation-related matter that may arise. Tooele City reserves the right to otherwise address such matters in a manner that best meets the City's needs and complies with applicable laws.

B. DEFINITIONS

- 1. De Minimis Work Time Up to seven (7) minutes work time may be considered de minimis (minimal or trivial) and for pay purposes, may be disregarded. However, work time that exceeds seven minutes in an isolated incident or accumulated throughout a workday is not de minimis work time and should be recorded on the time report.
- 2. Demotion Demkotions can be involuntary or voluntary. An involuntary demotion is a reassignment of an employee to a job which is classified at a lower salary grade than their present job. A voluntary demotion is reassignment of an employee to a job due to the employee relinquishing his/her current job to accept a new job at a lower salary grade.
- 3. Downgrade Reclassification of a job that results in reassignment to a lower salary grade.
- 4. FLSA Exempt An employee that is excluded from record keeping and overtime provisions of the Fair Labor Standards Act (FLSA). An exempt employee is paid on a salary basis, is not required to be paid for overtime hours worked, and does not have the same record keeping procedures for hours worked. There are specific and detailed methods of determining exemption status. Questions regarding FLSA exemption status may be directed to the HR Department.
- 5. FLSA Non-exempt An employee that in general, is subject to record keeping and overtime provisions of the Fair Labor Standards Act (FLSA).
- 6. Green Circled An employee whose rate of pay is below the minimum step of their job's salary grade. Employees who are green circled may be eligible for larger or more frequent pay increases as determined by the department head with approval from the Mayor until their pay reaches step one (1) of their job's salary grade. Examples of when employees may be green circled include, but are not limited to: under fills, budget constraints, and disciplinary actions.

- 7. Job Description A job description (class specification or position description) is a document that specifies the characteristic duties, responsibilities, and minimum qualification requirements to successfully perform the job. Each job description is descriptive but not exclusive or restrictive. A job description describes the more typical duties and responsibilities that may be assigned to an employee performing the job; however, it does not contain an exclusive list of duties or restrict the assignment of other duties. Other duties may be assigned to any job at any time. Job descriptions are subject to change at any time as needed to meet the changing needs of the City.
- 8. Lateral Transfer A move from one job at a salary grade to another job at the same salary grade regardless of whether the lateral transfer is within or between departments. A lateral transfer may be voluntary or involuntary.
- 9. Promotion A move from a job at a salary grade to another job at a higher salary grade regardless of whether it is within or between departments. Promotions may occur by selection or by advancement through a career ladder (i.e. Operator I, II, and III). Career ladder promotions are not guaranteed to any employee. The supervisor retains the discretion to determine whether the employee meets the minimum qualifications for the higher level, whether the employee possesses the required knowledge, skills, and abilities, and whether the employee will be assigned the duties associated with the higher level.
- 10. Red Circled An employee whose rate of pay exceeds the maximum step of their job's salary grade or for other purposes has been "frozen" until certain conditions have been met. An employee who is red circled is ineligible for further pay increases of any kind until the maximum pay for the assigned salary grade is equal to or exceeds the employee's current rate of pay.
- 11. Salary Review Date Scheduled date to review an employee's pay.
- 12. Transfer A move from one department, or one job, to another. Transfers may be lateral transfers, demotions, or promotions. Transfers may be voluntary or involuntary.
- 13. Under fill Assignment of an employee to a lower salary grade than their job's classification while the employee obtains necessary training and/or experience to meet the minimum qualifications for the job with the goal of being fully assigned to the job.
- 14. Upgrade Reclassification of a job that results in the job being assigned to a higher salary grade.

C. COMPENSATION OBJECTIVE & JOB CLASSIFICATION

- 1. Tooele City's goal is to maintain a compensation program that balances the City's ability to attract and retain qualified employees with the City's fiscal goals.
- 2. A salary schedule is approved with the annual budget. The salary schedule specifies the minimum and maximum salary, broken into steps, for each salary grade. In most circumstances, jobs are assigned a salary grade according to the following guidelines:
 - Grades 1 12. Jobs within these grades are generally filled from the local a. market and Tooele City's primary compensation objective is to maintain internal equity within these jobs.
 - b. Grades 13 - 18. Jobs within these grades generally represent middle management, specialized craft or skilled occupations, senior level licensed and/or certified occupations, and professional occupations. College education, formal certification programs taking two (2) to four (4) years to obtain, or highly skilled occupations requiring trade school or vocational training are often requirements for entry into these jobs. Tooele City's primary compensation objective is to maintain internal equity; however, Tooele City recognizes that some circumstances necessitate deviation from the internal equity. With approval from the Mayor, Tooele City may give market consideration to the job classification and may assign a salary grade based on the prevailing labor market. Such circumstances include, but are not limited to, difficulty in recruiting a desirable candidate for a specific job. substantial changes in the market or turnover which is reasonably tied to compensation issues.
 - Grades 19-25. Jobs within these grades generally represent upper c. management, appointed, experienced professionals, or highly specialized and skilled jobs. Tooele City recognizes that the prevailing labor market often impacts the ability to fill and retain employees in these jobs. As such these jobs are generally assigned a salary grade with primary consideration being the prevailing market and secondary consideration being internal equity. Tooele City recognizes that budget restrictions may limit the ability to move jobs to salary grades reflective of the prevailing market and reserves the right to determine appropriate salary grade given budget considerations. Market comparisons for these jobs are generally completed every two years but may be done more frequently or less frequently as deemed appropriate.
 - d. Grades 50-60. Jobs within these grades represent the salary schedule for sworn law enforcement officers.

- e. **Not on Scale**. Jobs that are designated as "Not on Scale" represent highly unique circumstances or market factors impacting salary where placement on the salary schedule is not reasonable due to the competitive market.
- f. **Grade Assignment for Contingent Positions.** Contingent jobs (temporary, seasonal, and on-call) are not assigned a salary grade. Pay plans for such jobs are established to meet the unique recruitment and retention needs and are generally reviewed each fiscal year.
- 3. If duties and responsibilities of a job change significantly, the department head may submit a request for job reclassification to the Mayor as part of the annual budget preparation. Reclassification requests submitted after the budget has been approved are generally held for consideration with the next budget year. Tooele City may deny, delay, or withhold reclassification requests due to budget limitations or other reasons deemed appropriate by the Mayor.
- 4. Final salary grade classification or reclassification is recommended by the requesting department head and the director of human resources. The Mayor approves and/or determines the final classification or reclassification.

D. STEP ASSIGNMENT UPON HIRE

Newly hired regular employees are assigned to step zero of the salary grade for their job, except that the Mayor may approve assignment to a higher step if a suitable and qualified employee cannot be recruited at step zero, the qualifications of the person selected for the job exceed the minimum requirements and the person can be expected to perform at a level equal to that of other employees being paid at the same higher step, or the position is an FLSA exempt position and placement at step zero does not meet the legally required minimum wage for exemption classification.

E. STEP INCREASES

When approved in the City's budget, regular employees may be eligible to receive a step increase in pay up to the maximum step for their job's salary grade. The following are the most common forms of step increases:

- 1. Completion of Orientation Period (formerly referred to as probationary period). Employees completing the required orientation period receive a one step increase in pay and their salary review date is reset to one year after the effective date of the step increase unless future changes reset such date.
- 2. Merit Increase. Employees who have been employed in a particular step for one year and have received a minimum score of 3.0 on their most recent performance evaluation may receive a one step increase in pay and their salary review date is

reset to one year after the effective date of the merit increase unless future changes reset such date. Department heads may delay any merit increase if an employee receives a 1 or 2 on any performance factor. Such delays should not exceed six months and should be accompanied by a corrective action plan, or other written notification that outlines the identified deficiencies and what is expected. Delayed merit increases become effective upon successful completion of the corrective action plan, or other written notification. The salary review date is reset to one year after the pre-delayed salary review date.

F. TENURED SERVICE PERFORMANCE BONUS (TSP Bonus)

When approved in the City's budget, a Tenured Service Performance Bonus (TSP Bonus) may be considered for regular employees who have reached the maximum step of their job's salary grade, are not red-circled, and have received a minimum of 3.0 on their most recent performance evaluation. A TSP bonus is \$500.

G. APPOINTED EMPLOYEES' COMPENSATION

Compensation for appointed employees is generally consistent with the pay plans for regular status employees. However, the Mayor with approval of the City Council, reserves the right to deviate from established standards or to make adjustments at any time.

H. ELECTED OFFICIALS' COMPENSATION & ALLOWANCES

- 1. The Mayor's salary is established by ordinance of the City Council. In addition, the Mayor may receive a vehicle and phone allowance in an amount established by the City Council. Both allowances are considered part of the regular compensation. The vehicle allowance is established to cover the costs of wear and tear, maintenance, and fuel incurred by the Mayor, who often uses his/her personal vehicle for City related business. The vehicle allowance also covers the cost of vehicle rental for City related business. The vehicle allowance applies to all instate travel and instate vehicle rental.
- 2. City Council members' salaries are established by ordinance of the City Council. In addition, City Council members may receive a phone allowance in an amount established by the City Council. The allowance is considered part of the regular compensation.

I. COST OF LIVING

Cost of living increases (COLA) are considered in the annual budget proposal to the City Council. All regular employees whose salaries are not red-circled are eligible for an approved cost of living increase. Generally, the salary schedule is adjusted to reflect cost of living adjustments. Cost of living adjustments do not affect an employee's salary review date.

J. PROMOTION

Promoted employees receive a minimum of a 5% pay raise and are placed at a minimum of step one (1) or the step next closest to the calculated adjustment (except for promotions into police officer positions where the promoted employee may be placed at step 0 of the position). The salary review date is reset to one year after the effective date of the promotion (exception applies for police FTO completion) unless future changes reset such date. The Mayor may approve assignment to a higher step if the qualifications of the employee selected for the job exceed the minimum requirements, and the employee can be expected to perform at a level equal to that of other employees being paid at the same or higher step. They Mayor may also approve assignment to a higher step if the position is an FLSA exempt position and the calculated promotion pay does not meet the legally required minimum wage for FLSA exemption.

K. TEMPORARY PROMOTION

With approval of the Mayor, an employee who is temporarily promoted for one consecutive month (160 consecutive hours) or longer may receive an adjustment in pay to reflect the temporary promotion. Such adjustment is reversed to the employee's prepromotion salary when the temporary promotion ends. Temporary promotions do not affect the employee's regularly scheduled review date. The conclusion of a temporary promotion is not considered a demotion.

L. DEMOTION

- 1. Involuntary demotion due to:
 - a. Reduction in Force An employee who is demoted due to a reduction in force will be assigned the new job's salary grade and at the step the employee would've been at had he/she been employed in that grade since his/her most recent hire date, up to the maximum step. The employee retains his/her current salary review date.
 - b. Disciplinary Demotion An employee who is demoted due to disciplinary reasons will have his/her pay adjusted as determined appropriate by the department head but will include a minimum of a 5% reduction or assignment at step zero of the grade, whichever is less. The pay may not exceed the maximum step for the grade. The salary review date is reset to one year after the effective date of the demotion.
 - Other Reasons Pay may be adjusted at the discretion of Tooele City.
 Consideration should be given as to the reason for the demotion and internal equity.
- 2. Voluntary (Requested) An employee who is voluntarily demoted will have his/her pay adjusted as follows:

- a. As a minimum, the employee's pay is reduced by 5% per grade demoted; and
- b. The employee's pay may not exceed the combined average step, rounded up, of all current full-time regular employees in the same salary grade of the new job; and
- c. The employee's pay may not exceed the maximum step of salary grade of the new job; and
- d. The employee will retain their current salary review date.

OR

e. If the voluntary demotion is to move back to the exact job that the employee previously occupied and there has been less than a three year period since the employee occupied that job, the employee's pay will revert back to the prepromotion grade and step, and is adjusted to account for step increases and COLA adjustments received during the three year period. The employee will retain his/her current salary review date.

M. RECLASSIFICATION

- 1. Upgrade When a job is up-graded, the employees in the job receive a minimum of a 5% pay raise and are assigned to the step closest to the calculated adjustment. The salary review date is reset to one year following the effective date of the job's upgrade. An exception is when a job is upgraded and an employee is still completing his/her orientation period. In such cases, the employee maintains his/her original six-month orientation salary review date and is eligible for a step increase one year from that date. If the departmental budget cannot be adjusted to encumber the pay change, the employees may be green-circled and a plan may be developed to bring the affected employees' pay in line.
- 2. Downgrade When a job is downgraded, the employees in the job are assigned to the new appropriate salary grade at the step closest to their current salary with no decrease in current pay. If their salary exceeds the maximum step for the grade, the employee is red-circled. The employee retains his/her current salary review date. An employee may not grieve a downgrade.
- 3. Market Based Salary Range Reclassification Market based salary range reclassifications are considered with the annual budget. When a job is approved for reclassification to a new salary range due to a market comparison, the job is generally reclassified to the new salary grade and adjusted as an upgrade or downgrade. Tooele City recognizes that in very rare circumstances, individual pay determinations and varied effective dates may be necessary to reflect the targeted market comparison or to adjust for internal equity issues among existing employees. In such cases, discretion is given to the Mayor to approve pay adjustments and

deviate from the upgrade or downgrade pay calculation. Employees' salary review dates may be reset as deemed necessary to account for the market based adjustment and/or internal equity among employees.

N. LATERAL TRANSFER

No change in pay is granted for lateral transfers. An employee maintains his/her salary review date.

O. HOLIDAY PAY

1. Holiday Off -

- a. For eligible employees, paid holiday hours off are equal to the employee's hourly rate multiplied by the number of hours regularly scheduled to work per day.
- b. For eligible part-time employees, paid holiday hours off are prorated. Proration is based on the average hours worked, plus accrued paid leave used, during the pay period in which the holiday occurred.
- c. Paid holiday hours off are counted in the calculation of hours worked for overtime purposes.

2. Holiday Worked -

- a. Eligible employees who are required to work on a recognized holiday are paid at a premium rate of 1½ times the employee's hourly rate of pay for the hours worked or are accrued as earned comp-time off in lieu of monetary compensation pursuant to comp-time policy.
- b. Hours worked on a holiday are not included in calculation of hours worked for overtime purposes because they are already paid at an over-time rate.

3. Examples -

a. If an employee's number of hours regularly scheduled to work per day is 8 hours and the employee works 10 hours on a recognized holiday, he/she will accrue comp-time or be paid at a premium rate of 1½ times the employee's regular rate of pay for 10 hours. He/she will record eight (8) holiday hours off and 10 holiday hours worked. The eight (8) holiday hours off are included in calculating hours worked for overtime purposes.

b. If an employee's number of hours regularly scheduled to work per day is 8 hours and the employee works 2 hours on a recognized holiday, he/she will accrue comp-time or be paid at a premium rate of 1½ times the employee's regular rate of pay for 2 hours. He/she will record eight (8) holiday hours off and 2 holiday hours worked. The **eight (8) holiday hours** off are included in calculating hours worked for overtime purposes.

P. OVERTIME PAY

1. Overtime Pay

- a. General Workforce An FLSA non-exempt employee is paid at 1½ times the employee's regular rate of pay for each hour worked in excess of 40 hours per week (unless paid compensatory time off in lieu of overtime).
- b. Police Officers An FLSA non-exempt Sworn Police Officer is paid at 1 ½ times the employee's regular rate of pay for each hour worked in excess of 84 hours worked in a 14-calendar-day period, pursuant to section 207(k) of the Fair Labor Standards Act, unless paid compensatory time off in lieu of overtime. (Effective February 6, 2005)
- 2. For purposes of calculating overtime, hours worked includes hours paid for jury duty and holiday pay. It does not include any other time not worked including sick leave, annual leave, comp-time, funeral leave, or third-party sick pay.

3. Other Overtime Pay

- a. At the City's discretion, regardless of hours worked, both FLSA exempt and non-exempt employees may be paid overtime pay at 1½ times the employee's regular rate of pay for actual hours worked on special assignments when wages are reimbursed to Tooele City.
- b. When deemed necessary to meet unique work requirements, the Mayor may authorize that both FLSA exempt and non-exempt employees be paid at a premium rate of 1½ times his/her regular rate of pay, regardless of the number of hours worked during the workweek.

Q. COMPENSATORY TIME (COMP-TIME)

1. For FLSA non-exempt employees, each department head or designee has the discretion to approve/designate accrual of compensatory time (comp-time) off in lieu of monetary overtime pay or in lieu of other monetary premium pay that is calculated at 1½ times the employee's regular rate of pay. Supervisors may approve/designate any combination of comp-time and overtime pay as long as the principle for "time and one-half" is maintained.

- 2. Comp-time will accrue at a rate of $1\frac{1}{2}$ hours of comp-time for each hour of overtime worked or each hour otherwise paid at a monetary premium pay.
- When deemed necessary to meet unique work requirements, the Mayor may authorize the accrual of comp-time hours, regardless of the number of hours worked.
- 4. Acceptance of comp-time off in lieu of overtime is a condition of employment due to the fact that departments may not be allocated overtime budgets or the budget allocated may not be sufficient to meet business needs.
- 5. Employees may accumulate up to 200 hours of comp-time. All additional hours are paid as monetary overtime pay.
- 6. Requests to use comp-time follow the same procedures for requesting to be absent except that employees who request to use comp-time should be permitted to use the time off within a "reasonable period" after making the request if it does not "unduly disrupt" the workforce. Supervisors may schedule the employee off on comp-time.
- 7. Comp-time must be exhausted prior to using any sick leave, annual leave, or leave with reduced or no pay.
- 8. Employees may carry over a maximum of 80 hours. Hours in excess of the carry over limit must be used by the last day of the pay period that includes March 31 of each year; except that:
 - a. Snow Removal. Employees who accumulate comp-time during the months of December, January, February, and March as a result of snow removal may submit a written request to the payroll office to have the hours accumulated during these months carried over up to the last day of the pay period following September 30;
 - b. Work Needs Limit Ability to Use. The Mayor may authorize an amount to carry-over up to the last day of the pay period following September 30 when work needs limit the ability to use comp-time; or
 - c. Department heads may establish earlier required use dates.

- 9. Hours not used by the approved use deadlines are paid out to the employee and the comp-time account balance is reset.
- 10. Upon separation from employment, remaining comp-time is paid to the employee. Comp-time hours are not forfeited by the employee.

R. CALL-OUT PREMIUM PAY

- 1. Full-time regular status, FLSA non-exempt employees are eligible to receive callout premium pay when called-out.
 - a. Called-out or call-out means a supervisor's or authorized individual's request/requirement for an employee to:
 - 1) Return to work after he or she has left work and less than 24-hours advance notice has been given;
 - Work at a time not otherwise scheduled and less than 24-hours advance notice has been given;
 - 3) Respond to a call-out while on-call rotation for the division; or
 - 4) Perform certain defined weekend/evening tasks as part of the on-call rotation for the division.
 - b. Called-out or call-out does not refer to:
 - 1) Requirement to modify a work schedule or work a different work schedule and at least 24-hours advance notice has been given;
 - 2) An employee, who at the request of another employee, voluntarily covers such employee's shift, regardless of the advance notice given;
 - A mutual agreement between a supervisor and employee to modify a work schedule in exchange for a schedule concession (i.e. come into work early in exchange for leaving early on the same day) regardless of the advance notice given;
 - Any situation where an employee provides incidental assistance while present in the work place for non-work purposes such as when an employee is golfing and while waiting for his t-time shows a coworker how to ring in a concession sale;
 - 5) A requirement to stay in the work place and work additional hours at the end of the workday; or
 - An employee responding to inquiries via telephone or other electronic communications or remote access when doing so does not requiring the employee to physically return to the work place.
- 2. Call-out premium pay is equal to 1½ times the employee's hourly rate of pay or is paid to the employee as accrued comp-time.

- 3. When called out, an employee is paid a minimum of 2 hours at the premium rate for the first call-out event in a single day, even if the actual time worked is less. If an employee receives several calls within the two hour time frame or while en route home at the conclusion of the last call, it is considered one call-out. If an employee returned home and received another call-out it is considered two call-outs.
- 4. Travel time when called out is included in the 2 hour minimum. However, if the call-out assignment actually required more than 2 hours of work, employees may be paid for travel time occurring within the Tooele City limits (i.e. an employee living outside of Tooele City limits is not paid for travel time getting to/from Tooele City but may be paid for travel time once Tooele City limits is reached). The exception to Tooele City limits is when responding to a site outside of the Tooele City limits such as water wells, wastewater treatment plant, etc., in which case if the call-out assignment actually required more than 2 hours of work, the employee may be paid for up to 15 minutes for travel each way.
- 5. If an employee is absent from work and using paid leave (i.e. comp-time, annual leave, or sick leave) and is called out to work, the approved absence and paid leave is cancelled. There is no duplication of paid leave and hours worked.

S. ON-CALL ROTATION PREMIUM PAY / ON-CALL EMPLOYEE

- 1. Water, waste water, streets, and investigation divisions require that at least one employee be able to respond to emergency and some non-emergency services around the clock, 365 days a year. Designated employees are required to take part in an on-call assignment on a rotational basis. The on-call rotation format should be as flexible as possible, with the aim of giving employees as much opportunity as possible to coordinate their rotational commitments with their private lives. However, this flexibility can only remain if the necessary coverage is achieved. Tooele City reserves the right to designate the rotational assignment if coverage cannot be achieved by agreement of those on it.
- 2. FLSA non-exempt employees are provided on-call premium pay while serving the on-call rotational assignment. The on-call premium pay is a daily amount that is established each year with the fiscal budget. On-call pay is included in the employee's regular rate of pay for calculating overtime.
- 3. The on-call employee is able to use his/her time in pursuit of personal activities subject to the following:
 - a. The employee must carry a telephone or other communication device which Tooele County Dispatch or Tooele City officials call when emergency services are needed outside of the normal work hours;

- b. The employee is expected to answer all calls and whenever possible, avoid having them go to voicemail. Tooele City recognizes that there may be situations where it is necessary or appropriate for a call to go to voicemail. The employee is expected to check the phone to ensure there are no messages and if there are, return the call immediately.
- c. The employee must remain in a condition to respond in a safe manner including abstain from alcohol or other substances which would impair ability to safely respond; and,
- d. When called and response to a work site is necessary, the employee must respond in a timely manner. As a general guideline, timely manner means the employee is en route to the site within approximately 5 minutes and arrives on scene within 30 minutes unless told that a longer response time is acceptable.
 - 1) Although this is not an inclusive list, the following are examples:
 - (a) Dispatch calls the wastewater on-call phone to report a sewer back-up. This is an emergency and the employee is expected to respond immediately and arrive on scene within 30 minutes. An even quicker response time would be preferred.
 - (b) Dispatch calls the streets on-call phone to report that a large pot hole came apart and multiple cars have incurred damage from the pot hole. This is an emergency and the employee is expected to respond immediately and arrive on scene within 30 minutes.
 - (c) Dispatch calls the streets on-call phone in the early morning hours to report that snow removal is needed. Employees have been told that it is reasonable to immediately get up, take a quick shower, grab a cup of coffee, make a lunch, and then report to the shop. The supervisor has stated that a longer response time is appropriate because they will be working up to 12 hours.
 - (d) The Mayor calls the water department on-call phone to report that she/he noticed some water running but that he thinks it may be a minor problem. The employee was asked to take a look at it sometime this morning to see if there is a leak. The Mayor told the employee that it was reasonable to respond "sometime this morning."

- 4. The department head, with approval from the Mayor, may discontinue on-call requirements as necessary to adjust for work and seasonal requirements.
- 5. An employee who is on-call and does not respond in accordance with the on-call provision may be subject to disciplinary action.
- 6. An employee who is unable to meet the on-call requirements of the position may be subject to disciplinary action, up to and including dismissal from employment.

T. DAYLIGHT SAVINGS TIME CHANGES

One hour worked is granted when an employee works through the time change from daylight savings to standard time (fall). One hour of Administrative Pay is granted when a work shift would otherwise be adversely affected by the time change from standard to daylight savings time (spring).

- U. SMART-PHONES, I-PADS, LAPTOP COMPUTERS, AND OTHER TECHNOLOGY RESULTING IN FLSA NON-EXEMPT EMPLOYEES WORKING OUTSIDE OF NORMAL WORK SCHEDULE
 - 1. Technology has created circumstances whereby a FLSA non-exempt employee may perform work outside of his/her normal work schedule or work location. When such work is not de minimis, see definition above, the time must be recorded on the time report as hours worked. Examples of such situations include:
 - a. The employee has a technological device such as a smart phone, cell phone, personal data assistant, etc. and checks and/or responds to work-related messages after their normal work hours;
 - b. The employee accesses the City network remotely to complete a work task; or,
 - c. The employee is called at home and asked to complete a work task, give instructions, or relay information.
 - 2. Supervisors may restrict or prohibit an employee from using technological devices outside of their normal work hours.

V. FLSA EXEMPT EMPLOYEES' COMPENSATION

- 1. FLSA exempt employees are paid on a salary basis. Exempt employees are expected to work an agreed upon schedule, generally consisting of at least five, eight-hour days within the workweek, which may be modified as necessary.
- 2. Deductions from a FLSA exempt employee's salary are permitted as follows:

- a. Accrued sick or annual leave benefits are reduced in full day increments for full day absences. Partial day salary reductions are not permitted, except:
 - 1) If accrued paid leave benefits are exhausted, the employee's salary may be reduced in full day increments;
 - 2) If the employee is absent due to an illness or disability covered by the Family and Medical Leave Act or a City Approved Leave of Absence, including work-related accident or illness, the employee's sick or annual leave bank will be appropriately reduced in less than full day increments as necessary to provide that the employee receives 100% of their salary through a combination of paid leave, wages, and insurance payments. When leave benefits, insurance payments, or a combination thereof are exhausted, the salary may be reduced in less than full day increments.
- b. If the employee hires or separates employment mid week, the salary is prorated;
- c. For absences resulting from business decisions such as temporary office closures, Tooele City may reduce the salary in full week increments if the employee performs no work for the entire week;
- d. To offset amounts employees receive as jury or witness fees, or for temporary military duty pay;
- e. For absences due to a budget required furlough of one or more full days and in full day increments only;
- f. For unpaid disciplinary suspensions of one or more full days if imposed in good faith for workplace conduct rule infractions or imposed in good faith for infractions of safety rules of major significance. A 2½ -day suspension, for example, is not permitted but three (3) full days is; or
- g. Any other purpose permitted by law.
- 3. See Overtime above for policy regarding overtime pay for FLSA exempt employees.
- 4. Safe Harbor Rule. Improper pay reductions are prohibited. If an exempt employee believes that his/her pay has been improperly reduced, he/she must file a written complaint with the human resource office. The human resource office will review the complaint and issue a finding. If the employee's pay was found to have been improperly reduced, Tooele City will correct the error and will make a good-faith commitment to prevent such error from reoccurring.

W. PAY ADVANCEMENTS

An employee may not receive an unearned pay advancement.

X. SEVERANCE PAY

- 1. Regular Employees. A regular employee who has completed his/her orientation period and is separated from employment due to a reduction of force through no fault of the employee will be paid two (2) weeks severance pay if such a separation requires immediate action and thereby does not permit a two-week notice. Separation following two (2) weeks notice does not give rise to severance pay.
- 2. Appointed Employees. An appointed employee who is dismissed other than for good cause or asked to resign or retire will receive severance pay that is equal to (90) ninety-working days pay.

Y. WORK PERIOD & WORK DAY

- 1. General Workforce. The normal work period for employees is 40 hours in a 7-calendar-day period. The standard work period begins at 12:01 a.m. Sunday and ends at midnight the following Saturday.
- 2. Police Officers. The normal work period for Police Officers is 84 hours in a 14-calendar-day period. The work period begins at 12:01 a.m. Sunday and ends at midnight on the second Saturday of the period. (Effective February 6, 2005.) This provision does not restrict the police department from limiting work hours for police cadet or those waiting to enter POST training as work hours are established to meet the needs of the department and are generally commensurate with the specific training assignment. For pay purposes, all hours worked are recorded and counted on the day that the officer started his/her shift. For example, if an officer's 12 hour shift started at 5:00 p.m. on Monday, the officer will record 12 hours on Monday even though the shift continued past midnight and into Tuesday.

Z. PAY DAY

Employees are paid every two weeks, on or before the Friday following the end of the pay period.

AA. APPROVING PAY CHANGES

Any change in pay is made by the use of a Personnel Action Report. Any action will be considered invalid until the Personnel Action Report is completed and all signatures are obtained indicating approval of the change. Global pay adjustments, such as COLA adjustments, do not require the use of a Personnel Action Report.

BB. TIME REPORT (TIME CARD) & RECORDING HOURS

- 1. A time report is an invoice to Tooele City for hours worked.
- 2. Ensuring that time is accurate is the responsibility of each employee and his/her supervisor. All time reports need to be approved and ready for payroll by 12:00 p.m., Monday, following the end of the pay period unless called for earlier due to a holiday or other circumstance. Reports received after that time may be processed the following pay period. In the event an employee is unavailable or unable to complete a time card or approve a time report, it may be completed for the employee by the department head, supervisor, or Human Resource/Payroll Department. Attempts should be made to obtain the employee's approval when available.
- 3. Electronic time keeping systems are in place throughout the City and are the preferred method for collecting and reporting hours worked. When such systems are down or unavailable, paper time cards should be used.
- 4. Working without clocking in ("off the clock work") is prohibited.
- 5. Buddy punching is prohibited. Other than the supervisory staff members or authorized payroll administrators, no one may clock in/out for another individual under any circumstance. Such an action is a violation of City Policy, is dishonest, and is a falsification of time records. Employees are expected to not give their ID card to any co-worker to swipe for them. Employees are expected to not ask another employee to put in his/her employee number to clock him/her in. Employees have the opportunity to make a correction later or have his/her supervisor make entries under the supervisor's login.

DIRECT DEPOSIT CC.

DD.

Receiving payroll via direct deposit is a condition of employment. Employees need to complete a direct deposit authorization form prior to the City processing their first paycheck. Exceptions include payment for the first pay period, when a change or prenotice is necessary for an employee, when it is determined that issuing a check is in the best interest of the City, issuing a check is a **one-time only** payment to an individual.

EMPLOYEE VERIFICATION OF PAYCHECK ACCURACY Employees are responsible for reviewing their pay checks and information on the paycheck for accuracy. Any discrepancies or concerns should be reported to payroll by

the pay period following that in which the change was to have been effective. Tooele City reserves the right to decide what, if any retroactive adjustments will be made, and as a general rule the City does not make retroactive adjustments outside of the current fiscal year.

TOOELE CITY CORPORATION SALARY SCHEDULE FYE 6/2019

	П			Т												In the					-		- 100														
			-	-	2	2	е	3	4	4	S	lo.			25 6	7 08	16 7	8	2	91	- 200	9	27 10	29 10	11	11	1			-	7	_	_			15	15
	1.5%	20											_	-	18.25	1532.80	19,16	1610.14	20.13			21.14	1783.27	22.29	1881.38	23.52	1985.26	24.87	2084 91	54 467 65	26.10	220030	57 469 62	1000	27.63	2341.91	29.27
	1.5%	18												1438.51	17.98	1510.15	18.88	1586.34	19.83	1665.04	# E	20.62	1756.92	21.96	1853.58	23.17	1955.92	24.45	2063.95	53 682 71	25.80	7377167	FG 619 33	1	77.77	2307.30	28.84
	1.5%	18												1417.25	17.72	1487.83	18.60	1562.90	19.54	1641 30	20.170	20.52	1730.95	21.64	1826.18	22.83	1927.01	24.09	2033.45	52 869 66	25.42	2145 48	SS 782 SQ	7£ 82	70.07	59,103.33	28.42
	2%	,												1396.31	17.45	1465.85	18.32	1539.80	19.25	1617.07	2	17.02	1705.37	21.32	1799.19	22.49	1898.54	23.73	2003.40	52.088.34	25.04	2113,78	54.958.22	26.47	23.00	58,229.88	28.00
	2%	2											-	1308.93	16.11	1437.10	17.96	1509.61	18.87	1585.36	40 82	70'61	1671.93	20.90	1763.92	22.05	1861.31	23.27	1964.12	51,067.00	24.55	2072.33	53,880.61	25 90	2105 70	57,088.12	27.45
	2%	2											20,000	24.2.09 46.78	97'01	1408.93	17.61	1480.01	18.50	1554.27	10.47	Chief.	1639.15	20.49	1729.33	21.62	1824.81	22.81	1925.60	50,065.68	24.07	2031.70	52,824.12	25.40	2152 64		26.91
	2%												1315 77	200	2	1381.30	17.27	1450.99	18.14	1523.80	19.05		1607.03	50.09	1695.42	21.19	1789.03	22.36	1887.85	49,084.00	23.60	1991.86	51,788.36	24.90	2110.44		26.38
	2%												1280 07	16.12		1354.22	16.93	1422.54	17.78	1493.92	18.67		06.6761	19.69	1662.18	20.78	1753.95	24.92	1850.83	48,121.57	23.14	1952.80	50,772.90	24.41	2069.05	-	25.86
	2%												1264 6B	15.81		1327.66	16.60	1394.65	17.43	1464.63	18.31	20,757	0.44.0	19.31	1629.59	20.37	1719.56	21.49	1814.54	47,178.01	22.68	1914.51	49,777.35	23.93	2028.48		25.36
17	2%												1239 88	15.50		1301.63	16.27	1367.30	17.09	1435.91	17.95	1514 20	70.41	18.93	1597.63	19.97	1685.85	21.07	1778.96	46,252.95	22.24	1876.97	48,801,33	23.46	1988.71		24.86
SCHEDOLE	10	912.23	11.40	971.49	12.14	1030 44	12.88	1001 61	13.65	1150 05	14.46		1215.57	15.19		12/6.11	15.95	1340.49	16.76	1407.75	17.60	14B4 63	2		1566.31	19.58	1652.79	20.66	1744.08	45,346.03 4	21.80	1840.17	47,844.44	23.00	1949.72	50,692.62 51	24.37
THE WAY	9.7	894.34	11.18	952.45	11.91	1000 01	12.62	1070 21	13.38	1134 27	14.18		1191.73	14.90	00,000	80.162 1	15.64	1314.21	16.43	1380.15	17.25	1455.52			1535.60	19.18	1620.38	20.25	1709.88	44,456.89 4	21.37	1804.09	46,906.31 47	22.55	1911.49	49,698.64 50	23.89
2000	2% 8	876.81	10.96	933.77	11.67	11 086	12.38	1049.22	13,12	1112 03	13.90		1168.37	14.60	97 976		10,33	1288.44	16.11	1353.09	16.91	1426.98			1505.49	18.82	1588.61	19.86	1676.35	43,585.19 44	20.95	1768.71	45,986.58 46	22.11	1874.01	48,724.16 49	23.43
20%	7	859.61	10.75	915.46	11.44	970.70	12.13	1028.65				۱	1145.46	14.32	1202 50			1263.17	15.79	1326.56	16.58	1399.00				18.45	1557.46	19.47	1643.48	42,730.58 43	20.54	1734.03	45,084.88 45,	21.68	1837.26	47,768.79 48,	22.97
2%	9	842.76	10.53	897.51	11.22	951.66	11.90	1008.48		1068.85		I	1123.00	14.04	1178 93			1238.41	15.48	1300.55	16.26	1371.57				18.09	1526.92	19.09	1611.26	41,892,72 42,	20.14	1700.03	44,200.86 45,	21.25	1801.24	46,832.14 47,	22.52
2%	5	826.23	10.33	879.91	11.00	933.00	11.66	988.71	12.36	1047.89	13.10	ı	1100.98	13.76	1155.81				15.18	1275.05	15.94	1344.67	16.81			17.73	1496.98	18.71	1579.67	41,071.30 41,	19.75	1666.70	43,334.18 44;	20.63	1765.92	45,913,86 46,8	22.07
2%	4	810.03	10.13	862.66	10.78	914.71	11.43	969.32	12.12	1027.34	12.84	ľ	1079.39	13.49	33,15			30.32	14.88	50.05	15.63	1318.31	16.48			17.39	1467.63	18.35	548.69	92.38	19.36	1634.02	42,484.49 43,	20.43	1731.29	45,013.59 45,9	21.64
1.5%	3	798.06	96.6	845.74	10.57	896.77	11.21	950.31	11.88	1007.20	12.59	ŀ	1058.23	13.23	1110.93	13.69		1100.98	14.59	1225.54 12	15.32	1292.46	16.16			17.04	1438.85 14	17.99	1518.33	39,476.45 40,26	18.98	1601.98	41,651.46 42,	20.02	1697.35	44,130.97 45,0	21.22
1.5%	2	786.27	9.83	833.25	10.42	883.52	11.D4	936.27	11.70	992.31	12.40	ŀ	1042.59	13.03	1094.51	- 13			14.37	1207.42	15.09	1273.36	15.92	1343.41		16.79	1417,59	17.72	1495.89	38,893.05	18.70	1578.30	41,035.92 41,6	19.73	1672.26		20.90
1.5%	Ł	774.65	9.68	820.93	19.26	870.46	10.88	922.43	11.53	977.65	12.22	ŀ	1027.18	12.84	1078.34	13.48	Ľ	100	14.16	1189.58	14.87	1254.54	15.68	1323.56 13				17.46	1473.78	38,318.28 38,8	18.42	1554.98	40,429.48 41,0	19.44	1647.55	6	20,59
-	0	763.20	9.54	808.80	10.11	857.60	10.72	908.80	11.36	963.20	12.04		1012.00	12.65	12.47	13.26	1116.00		13.95	1172.00 11	14.65	1236.00 12	15.45	1304.00				17.20	1452.00		18.15	1532.00 15		19.15	1623.20 16	4	20.29
H	PS.							03		S		-	10				-			11		123		130			137		4	37,752.00		15.	39,832.00	=	162	42,203,20	Z
	STEPS	BIWEEK	CW - 1 HOURLY	BIWEEK	CW - 2 HOURLY	BIWEEK	3 HOURLY	BIWEEK	PT - 4 HOURLY	BIWEEK	PT5 HOURLY		BIWEEK	HOURLY	BIWEEK	HOURLY	BIWEEK	A IOI IOH	HOOME	BIWEEK	HOURLY	BIWEEK	HOURLY	BIWEEK	HOUR! Y		BIWEEK	HOURLY	BIWEEK		HOURLY	BIWEEK		HOURLY	BIWEEK		15 HOURLY
		-	CW.	2	CW.	6	CW-3	4	74	2	PT - 2		9	8	7	7	80	٠		σ	en en	9	10	1	14		100000			200000	5		4	2	15	15	2

	91		16			47			18			19			8			24			77	23		23	24		22	25		25	NOR
20	2482.73	64,550.92	31.03	2631 62	68,422.17	32.90	2788 67	72 503 49	34.86	2955.96	76,854.90	36.95	3133.71	81,476.40	39.17	3371.85	86,367.98	41.52	3521.53	91,559.67	44.02	3731.59	97,021.44	46.64	3955.51	102,843.32	49.44	4193.28	109,025,33	52.42	
19	2446.04	63,596.96	30.58	2592.73	67,411.00	32.41	2747 19	71 432 01	34.34	2912.27	75,719.12	36.40	3087.40	80,272.31	36.59	327275	85,091.61	40.91	3469.48	90,206.57	43.37	3676.45	95,587.62	45.96	3897.06	101,323.47	48.71	4131.31	107,414.11	51.64	
18	2409.89	62,657.10	30.12	2554.41	66,414.78	31.93	87.907.0	70.376.37	33.63	2869.24	74,600.11	35.87	3041.77	79,086.02	38.02	3224.39	83,834.10	40.30	3418.21	88,873.47	42.73	3622.12	94,175.00	45.28	3839.46	99,826.08	47.99	4070.26	105,826.71	50.88	
11	2374.27	61,731.14	29.68	2516.66	65,433.28	31.46	2666 78	69,336,32	33.33	2826.83	73,497.65	35.34	2996.82	72.719,77	37.46	3176,74	82,595.17	39.71	3367.69	87,560.06	42.10	3568.59	92,783.25	44.61	3782.72	58,350.82	47.28	4010.11	104,262.77	50.13	
16	2327.72	60,520.72	29.10	2467.32	64,150.28	30.84	2614.49	67,976,79	32.68	2771.40	72,056.52	34.64	2938.06	76,389.48	36.73	3114.45	80,975,66	38.93	3301.66	85,843.20	41.27	3498.61	76.596,06	43.73	3708.55	96,422.37	46.36	3931.48	102,218.40	49.14	
15	2282.08	59,334.04	28.53	2418.94	62,892.43	30.24	2563.23	66,643.91	32.04	2717.06	70,643.65	33.96	2880.45	74,891.64	36.01	3053.38	09'382'80	38.17	3236.92	84,160.00	40.46	3430.01	89,180.36	42.88	3635.84	94,531.73	45,45	3854.39	100,214.12	48.18	
14	2237.33	58,170.63	27.97	2371.51	61,659.24	29.64	2512.97		31.41	2663.79	69,258.48	33.30	2823.97	73,423.18	35.30	2993,51		37.42	3173.45	82,509.80	39.67	3362.76	87,431.73	42.03	3564.55	92,678.17	44.56	3778.81	98,249,14 10	47.24	
13	2193.46	57,030.03	27.42	2325,01	60,450.24	29.06	2463.69		30.80	2611.56	67,900.47	32.64	2768.60	71,983.51	34.61	2934.81	76,305,17	36.69	3111.23	80,891.97	38.89	3296.82	85,717,38	41.21	3494.65	90,860,95	43.68	3704.72	96,322.68	46.31	
12	2150.45	55,911.79	26.88	2279.42	59,264.94	28.49	2415.39		30.19	2560.35	90'695'99	32.00	2714.31	70,572.07	33.93	2877.27	74,808.99 7	35.97	3050.22	8 28.305.85	38.13	3232.18	84,036.65	40.40	3426.13	95,079,36	42.83	3632.08	94,434.00	45.40	
Ę	2108.29	54,815.48	26.35	2234.73		27.93	2368.03	100	29.60	2510.15	65,263.81 6	31.38	2661.09	69,188.30	33.26	2820.85	73,342.15 7.	35.26	2990.42	17,750.83	37.38	3168.80	82,388.87 84	39.61	3358.95	87,332.71 89	41.99	3560.86	92,582.36 94	44.51	
10	2066.95	53,740,67 5	25.84	2190,91	56,963.61	27.39	2321,59	60,361.44 6	29.02	2460.93	63,984.13 6	30.76	2608.91	67,831.67	32.61	2765,54	71,904.07	34.57	2931.78	76,226.31	36.65	3106.67	80,773.40 82	38.83	3293.09	85,620.30 87	41.16	3491.04	90,767.02	43.64	
6	2026.42	52,686.93 50	26.33	2147.95	55,846.68 56	26.85	2276.07	59,177.88	28.45	2412.67	62,729.54 63	30.16	2557.76	66,501.64 67	31.97	2711.31	70,494,18 71	33.89	2874.30	74,731.67 76,	35.93	3045.75	79,189.61 80,	38.07	3228.52	83,941.48 85,	40.36	3422.59	88,987.27 90.	42.78	
8	1986.69	51,653.85 52	24.83	2105.83	54,751.64 55	26.32	2231.44	58,017.53 59	27.69	2365.37	61,499.54 62	29.57	2507.60	65,197.68 66,	31.35	2658.15	69,111.94 70,	33.23	2817.94	73,266,35 74,	35.22	2986.03	.67 78.96.87	37.33	3165.21	82,295.56 83,5	39.57	3355.48	87,242,42 88,9	41.94	1
-	1947.73	50,641.03 51	24.35	2064.54	53,678.08 54	25.81	2187.69	56,879.93 58,	27.35	2318.99	60,293.67 61,	28.99	2458.43	63,919.30 65.	30.73	2606.03	67,756.81 69.	32.58	2762.68 2	71,829,75	34.53	2927.48 2	76,114.58 77,6	36.59	3103.15	80,681.93 82.2	36.79	3289.68	85,531.79 87.2	41.12	
	1909.54	49,648.07 50,	23.87	2024.06	52,625.57 53,	25.30	2144.79	55,764.64 56,1	26.81	2273.52	59,111.44 60,3	28.42	2410.23 2	62,665.98 63,5	30.13	2554.93	66,428.24 67,7	31.94	2708.51	70,421.32 71.8	33.86	2870.08		35.88	3042.30	_	38.03	3225.18		40.31	
	1872.10	48,674.58 49,6	23.40	1984.37 2	51,593.70 52,6	24.80	2102.74 2	54,671.22 55,7	26.28	2228,94 22		27.86	2362.97 24		29.54	2504.84 25	_	31.31	2655.40 27		33.19 3	2813,81 28	8.96 74,622.14	35.17 3	2982.65 30	3.95 79,099.93	37.28 3	3161.94 32:	3,48 83,854,69	39.52 4	
2	1835,39 18		22.94 2	1945.46		24.32 2	2061.51		25.77 2	2185.23 22	5.07 57,952.39	27.32 2	2316.64 23	2.58 61,437.23	28.96 2	2455.72 256	3.75 65,125.73	30.70	2603.34 265	.78 69,040.51	32.54 30	2758.63 281	.47 73,158.96	34,48 35	2924.17 298	.38 77,548.95	36.55 37		51 82,210.48	38.75 39	
4	1799.40	4.49 47,720.18	22.49 2	1907.32	50,582.06	23.84 2	2021.09 206	3.27 53,599.23	25.26 21	2142.39 216	56,816,07			.55 60,232.58	26.39 28		.82 63,848.75	30.09		.59 67,686.78			11,724.47			63 76,028.38		.16 3099.94	15 80,598.51		
3		.09 46,784,49			39 49,590.25			69 52,548.27			85 55,702.03	38 26.78	.65 2271.21	59,051.55		.99 2407.57	74 62,596,82		.57 2552.29	66,359.59	43 31.90	57 2704.54	70,318.11	33.81	46 2866.83	74,537.63	35.84	3039.16	79,018,15	37.99	ssa
2	1772.81	91 46,093.09	83 22.16	.36 1879.13	36 48,857.39	14 23.49	79 1991.22	59 51,777,69	52 24.89	.53 2110.72	54,878.85	99 26.38	58 2237.65	58,178.87	27.97	94 2371.99	94 61,671.74	29.65	41 2514.57	11 65,378.90	31,43	20 2664.57	0 69,278.92	33.31	72 2824.46	2 73,436,09	35.31	2994.25	0 77,850.39	7 37.43	Salary TBD with FY Budget Process
-	1746,61	45,411.91	51 21.83	1851.36	0 48,135.36	23.14	90 1961.79	0 51,006.59	6 24.52	30 2079.53	0 54,067.83	1 25.99	2204.58	57,319.08	5 27.58	2336.94	60,760.34	8 29.21	0 2477.41	64,412.71	1 30.97	0 2625.20	68,255.10	3 32.81	0 2782.72	72,350.82	34.78	2950.00	76,699.90	36.87	with FY B
0	1720.80	44,740.80	21.51	1824.00	47,424.00	22.80	1932.80	50,252.80	24.16	2048.80	53,268.80	25.61	2172.00	56,472.00	27.15	2302.40	59,862.40	28.78	2440.80	63,460.80	30.51	2586.40	67,246.40	32.33	2741.60	71,281.60	34.27	2906.40	75,566.40	36.33	Salary TBC
STEPS	BIWEEK		HOURLY	BIWEEK		HOURLY	BIWEEK		HOURLY	BIWEEK		HOURLY	BIWEEK		HOURLY	BIWEEK		HOURLY	BIWEEK		HOURLY	BIWEEK		HOURLY	BIWEEK		HOURLY	BIWEEK		HOURLY	20000000
	16 Br	16	16 HG	17 81	17	17 HC	18	18	18 HC	19 BIV	6	19 HC	20 BN	20	20 HC	21 BIV	24	21 HO	22 BIV	22	22 HO	23 BIV	23	23 HO	24 BIV	54	24 HO	25 BIW	25	25 HO	NOR SALARIED

Note: This schedule rounds to the nearest penny. Due to rounding, some rates will be ++, the stated %. Annual is Calculated by multiplying the number of hours worked per week X=52. X hourly rate of pay.

POLICE OFFICER SALARY SCHEDULE (Effective Dec. 2, 2018 Due to Restructure Approved with FY19 Budget)

Police officers work an 84 hour pay period. The annual amount is calculated by multiplying the hourly rate by 1,284 hours.

Ħ		POZ6	1000		POZB		PO29		PO30		P031		PO32	
20	1.5%								\$ 36.99 PO30	\$ 80,780.91	\$ 41.67	\$ 90,996.65	\$ 43.82	\$ 95,695.62
19	1.5%								\$ 36.44	01.785.67 \$	\$ 41,05 \$ 41.67 PO31	8 89,651,87	5 43.17	94,281.40
18	1.5%								35,90	78,410,94	\$ 40.44	88,326.96	42.53	92,888.08
17	1.5%								35.37 \$	77,252.16	39.85	87,021.64	41.28 \$ 41.90 \$ 42.63 \$ 43.17 \$ 43.82 PO32	91,515,35
16	1.5%								\$ 34.85 \$	76,110.50 \$	\$ 39.26 \$	85,735.60 \$	4128	90,162,91
15	1.5%						32.05	69,991.44	33.83 \$ 34.33 \$	\$ 8857760 \$ 00.000.00 \$ 7.000.00 \$ 5.000.00 \$ 1.000.00 \$ 1.000.00 \$ 1.000.00 \$ 1.000.00 \$ 1.000.00 \$ 1.000.00 \$	38.68	\$ 79.564.56 \$ 60,778.73 \$ 61,990.42 \$ 83,220.27 \$ 84,468.58 \$ 65,735.60 \$ 87.021.64 \$ 89,326.59 \$ 89,651.87 \$ 90,996.65	\$ 39.48 \$ 40.07 \$ 40.67 \$	\$ 86,224,32 \$ 87,517,68 \$ 88,630,45 \$ 90,162,91 \$ 91,515,35 \$ 92,888,06 \$ 94,281,40 \$ 95,695,62
14	1.5%						31.57 \$	\$ 58,836.89 \$ 60,013.70 \$ 61,213.87 \$ 62,132.18 \$ 63,004.17 \$ 64,010.13 \$ 64,870.28 \$ 65,944.83 \$ 66,934.01 \$ 67,930.02 \$ 69,957.09 \$ 69,991.44	33.83	73,877.55 \$	38 10 \$	83,220.27 \$	40.07	87,517.68
13	1.5%						31,11 \$	67,938.02 \$	32.83 \$ 33.33 \$	72,785,77	37.54 \$	81,990.42 \$	39.48 \$	86,224,32 \$
12	1.5%						30.65 \$	66,934.01 \$		71,710,11 \$	36.98	80,778.73 \$	*	
11	1.5%						30,19 \$	65,944.83 \$	32.36 \$	\$ 96:059:07	36.44 \$	79,584.96 \$		
10	1.5%						29.76 \$	64,970.28 \$	31.87	59,606.26 \$	69	**		
6	1.5%						28,45 \$ 28,68 \$ 29.31 \$	54,010.13 \$	31.40 \$	\$ 577.60				
60	1.5%				\$ 25.09	4,798.41	28.88 \$	3,064.17 \$ (L/P	8				
7	1.50%				24.72 \$	3,988.58	28,45 \$	2,132,18 \$ 6						ı
9	2%				24.35 \$ 24.72	125.26 \$ 52.147.76 \$ 53.190.72 \$ 53.988.58 \$ 54.798.41	28.03 \$	1,213.97 \$ 6						ı
2	2%				23.68 \$	2,147.76 \$ 5	27.48 \$	0,013.70 \$ 6						ı
4	2%				23.41 \$,125.26 \$ 5.	26.94 \$	836.96 \$ 60						H
8	2%				22.95 \$	\$ 49,140.00 \$ 50,122.80 \$ 51,	69	\$ 58						
2	2%				\$ 22.50 \$	140.00 \$ 50								
	2%		21.01	890.21	8	\$ 49								
	2	19.15	63	\$ 44,990.40 \$ 45,890.21										
		8	\$ 20,60	\$ 44,9			o l							
STEPS		Cadet	POI		ВОН		Corporative		Sergeant		Lieutenant		Captain	
		PO50	PO61		PO52		S ≡		PO54		POSS		POS6	

Chief of Police remains on the Tooele City Salary Schedule Consistent with other Appointed Employees Pay Policies

D

Revised October 2018

SECTION: 17

A. PURPOSE

The objective of this policy is to provide a safe and productive work environment that is free from the effects of unlawful drug and alcohol use and activity; to provide for the protection and safety of employees and the public; and to reasonably protect City assets. This policy also establishes: Tooele City's "company authority" testing of safety-sensitive employees and Tooele City's DOT testing of CDL drivers.

B. GENERAL POLICY - PROHIBITIONS

Employees are required to comply with federal and state laws regarding drugs and alcohol. Additionally:

- 1. Controlled Substance Prohibitions / Prescribed Medication Prohibitions
 - No employee may use, consume, buy, sell, manufacture, distribute, dispense, store, possess, or test positive/be under the influence of a controlled substance while on duty, on City premises, or in the workplace, except authorized police department employees may do so in the performance of official police business and pursuant to police department policies and procedures.
 - No employee may commit a violation of law related to controlled substances while on duty or in the workplace.
 - Employees are not prohibited from the lawful use and possession of prescribed medications; however, employees are expected to consult with their doctors about the medications' effects on their fitness for duty and ability to work safely. When medication has a safety warning or the employee is advised there may be an adverse reaction to medication impacting fitness for safety sensitive work duties, the employee must promptly disclose that warning or advice to the supervisor and provide a written care provider assurance that the controlled substance will not adversely affect the employee's ability to perform safety sensitive work duties.

2. Alcohol Prohibitions –

• No employee may consume, buy, sell, manufacture, distribute, dispense, store, possess, or be under the influence of alcohol while on duty, on City premises, or in the workplace, except (1) authorized police department employees may possess alcohol in the performance of official police business, and (2) authorized golf course staff may buy, store, sell, distribute, dispense, and possess alcohol for patron use when part of their official job duties.

Revised October 2018

SECTION: 17

- 3. Other Prohibitions No employee may do any of the following:
 - Possess, purchase, sell, store, or transport drug paraphernalia while on duty, on City premises, or in the workplace.
 - Refuse to submit to a drug and/or alcohol test without a medically verifiable reason, as determined by the drug/alcohol testing coordinator or the person responsible for administering the drug/alcohol test.
 - Refuse to contact and cooperate with the drug/alcohol testing official or sign related paperwork.
 - Impede an investigation into a violation of this policy.
 - Fail to appear for a drug/alcohol test as requested without a reasonable or verifiable explanation.
 - Substitute, alter, or tamper with a drug/alcohol test sample.
 - Fail to give a sufficient drug/alcohol test sample without a verification medical condition that would impact the employee's ability to provide a sufficient sample.
 - Falsify or attempt to falsify a drug/alcohol test sample or test result.
 - Refuse to report for an assessment with a substance abuse professional.
 - Refuse to enter an agreed-upon rehabilitation program.
 - Fail to remain readily available for post-accident testing following an accident.

C. POLICY ENFORCEMENT & REQUIRED EMPLOYEE TESTING

1. Workplace Inspections -

Tooele City reserves the right to conduct unannounced inspections of the workplace and City premises including, but not limited to: City-owned or leased property, work stations, vehicles, equipment, desks, cabinets, drawers, etc., whether used solely by the employee or shared with others. Tooele City recognizes that employees have a reasonable expectation of privacy to be free from unwarranted searches of their personal items such their personal bags, purses, coats, wallets, etc. This expectation of privacy does not apply, however, if alcohol or illegal drugs or paraphernalia are in plain view. Tooele City also reserves the right to utilize detection methods necessary for the enforcement of this Section, including testing, electronic detection equipment, and trained animals.

2. Drug & Alcohol Testing – The City may conduct the following tests:

<u>Pre-employment Testing</u>. Pre-employment drug tests are required of final applicants for employment and of employees who have applied for and been

Revised October 2018

SECTION: 17

offered a new position within the City. Pre-employment tests for alcohol will not be given.

Random Testing. Random drug and/or alcohol testing is required of employees in sensitive positions and/or CDL-required positions. To ensure that employees are selected on a random basis, Tooele City uses a third-party administrator to manage random selections. Employees are subject to random testing anytime they are working. If an employee is absent at the time of testing, another employee is selected from the alternate list except for when a police officer or lifeguard is offduty, they are sent for testing when next at work.

Reasonable Suspicion Testing. Reasonable suspicion drug and/or alcohol testing may be required of employees in safety sensitive positions and/or CDL-required positions if a supervisor or company official who has been trained believes or suspects an employee is under the influence of drugs and/or alcohol. Testing cannot be required based solely on a guess, hunch, complaint, or tip from another person. The suspicion must be based on specific, contemporaneous, articulable, and documented observations consistent with the signs and symptoms of drug and alcohol use such as the following: Odors (e.g., smell of alcohol, body odor, urine); movements (e.g., unsteady, fidgety, dizzy); Eyes (e.g., dilated, constricted or watery eyes, involuntary eye movements); Face (e.g., flushed, sweating, confused or blank look); Speech (e.g., slurred, slow, distracted midthought, inability to verbalize thoughts); Emotions (e.g., argumentative, agitated, irritable, drowsy); Actions (e.g., yawning, twitching); Inactions (e.g., sleeping, unconscious, no or slow reaction to questions).

When reasonable suspicion testing is warranted, management should relieve the employee from performing all safety sensitive work duties and meet with the employee to explain the observations. The employee shall be given an opportunity to offer an explanation of the observations. If, after the explanation, management continues to have reasonable suspicion of drug or alcohol use in violation of this policy, or would need further verification, the employee will be notified of the requirement to undergo a drug/alcohol test.

Where reasonable suspicion of drug/alcohol use exists, under no circumstances should the suspected employee be allowed to drive to the testing facility or away from the workplace. A member of management is required to transport the employee or arrange for the employee's transportation.

The suspected employee may not perform safety sensitive duties until negative test results are received.

Revised October 2018

SECTION: 17

<u>Post-accident/Incident Testing</u>. Post-accident/incident drug and/or alcohol testing is required of employees in safety-sensitive positions and/or CDL-required positions under certain circumstances. Any employee required to be tested but needing medical assistance, must get the needed medical assistance first.

The supervisor at the scene of the accident/incident or receiving information about the accident/incident away from the scene or thereafter, should review the testing criteria and make a good faith decision to test or not test and who is to be tested (e.g. testing is overbroad when it includes all employees in a vehicle, especially those whom the facts indicate could not have caused the accident) based on the information available at the time. If a test cannot happen within the established time limit, the supervisor must document the reasons.

Under no circumstances should the employee involved in an accident and subject to post-accident testing be allowed to drive to the testing facility or away. A member of management is required to transport the employee or arrange for other transportation.

Type	When Required	Time Limits
Safety-sensitive Drug Testing Company Authority	 When there is a reasonable basis for concluding that drug or alcohol use could have contributed to the incident and either: (a) an employee causes or contributes to an accident that seriously damages a City vehicle, machinery, equipment, or property making it inoperable and/or 	Within 12 hours, but cannot exceed 32 hours form time of event.
Safety-sensitive Alcohol Testing Company Authority	resulting in immediate disruption to the work process; (b) an employee receives or is likely to receive a moving traffic violation in relation to an accident; and/or, (c) an employee caused or reasonably appears may have caused an accident or incident that resulted in an injury to an employee or another person, requiring off-site medical attention; except that sworn police officers are not subject to automatic post-accident drug and alcohol testing in the instance of an injury to a suspect, when such injury occurs in the normal scope of their duties or in the course of a suspect's lawful constraint. Sworn police officers are, however, subject to post-accident/incident drug and alcohol testing following any incident deemed to be an officer's use of deadly force whether an injury occurred or not. Note: Deceased employees are not tested.	Within 2 hours, but cannot exceed 8 hours from time of event.

Revised October 2018

SECTION: 17

CDL Drivers	1. When there is one or more fatality; or	Within 12
Drug Test	2. The driver is cited for a moving violation AND either:	hours, but
DOT-required		cannot exceed
	(a) The vehicle is towed from the scene; or	32 hours form
	(b) Someone incurs bodily injury with medical	time of event.
	treatment away from the scene.	
CDL Drivers		Within 2
Alcohol Test	Note: If these requirements cannot be met, the employee might	hours, but
DOT-required	still be tested pursuant to safety-sensitive drug or alcohol	cannot
	testing under company authority.	exceed 8
		hours from
		time of
		event.

Return-to-duty Testing/Follow-up Testing. Return-to-duty/follow-up drug and/or alcohol testing may be administered in conjunction with a City-approved program of rehabilitation, counseling, education, and/or treatment. Employees subject to return-to-duty testing shall be subject to return-to-duty testing for a period of not less than 12 months, and generally not to exceed 36 months, and generally should be tested a minimum of 6 times in the first 12 months following their return to duty. Return-to-duty/follow-up testing shall be at the employee's expense. This Section shall not be deemed to alter the City's policies on leave or disability.

D. SAMPLE COLLECTION AND TESTING

1. Testing Notice -

Before performing an alcohol or drug test, the employee shall be notified whether the test is required pursuant to Tooele City's "company authority" testing of safety-sensitive employee or Tooele City's DOT testing of CDL drivers, and whether the test is pre-employment, reasonable suspicion, random, post-accident, or return-to-duty/follow-up testing.

2. Alcohol –

Alcohol testing is conducted at a City-designated location/facility and will be breath specimens. Breath specimens will be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee. If an employee's breath alcohol concentration is .02 or more, a second breath specimen will be tested approximately 20 minutes

Revised October 2018

SECTION: 17

later. If an employee's second breath alcohol concentration is at or exceeds .04, the second confirmation test will be determinative as under the influence.

Under no circumstances should the employee be allowed to drive following a test for alcohol when the second confirmation test result is at or exceed the positive cut off limit. A member of management is expected to transport the employee or arrange for other transportation.

3. Drug -

Drug testing is conducted at a designated location/facility and will be <u>urine</u> <u>specimen</u> of required volume. Applicants and employees may provide specimens in private unless they appear to be submitting altered, adulterated, or substitute specimens. Collected specimens will be split-sample, sent to a federally or state certified laboratory, and tested for:

Testing Authority	Tested for
Safety-sensitive Company Authority	10 Panel Opiates, cocaine, phencyclidine, amphetamines, marijuana, barbiturates, benzodiazepines, propoxyphene, methadone, and methaqualone
CDL Drivers DOT-required	5 Panel Opiates, cocaine, phencyclidine, amphetamines, and marijuana

The laboratory will screen all specimens and confirm all positive screens. The laboratory will preserve the chain of custody from the time specimens are collected through testing and storage.

The laboratory will transmit all positive drug test results to a medical review officer (MRO) retained by Tooele City, who will offer individuals with positive results a reasonable opportunity to rebut or explain the results. Individuals with positive test results may ask the MRO to perform a confirmation test at another federally or state certified laboratory, at the applicant's or employee's expense. Such requests must be made within 72 hours of notice of test results. If a confirmation test fails to find any evidence of drug use in violation of this Section in the split specimen, the employee or applicant will be treated as passing the test. In no event should a positive test result be communicated to Tooele City until such time as: (1) the tested employee has not requested a confirmation test within 72 hours of a positive test result, or (2) the MRO has confirmed the test to be positive through a confirmation test.

Revised October 2018

SECTION: 17

E. CONSEQUENCES OF POSITIVE DRUG/ALCOHOL TESTS OR POLICY VIOLATION

- 1. An offer of employment may be withdrawn if an applicant tests positive for a controlled substance or violates any provision of this policy.
- 2. Disciplinary action, up to and including dismissal, may be taken against employees who violate any provision of this policy.
- 3. Employees may be referred to a substance abuse professional for initial evaluation at the City's expense and the City's discretion. Recommended rehabilitation, even if imposed as part of discipline, is at the employee's expense and is not considered paid work time. An employee's refusal or failure to submit to an evaluation by a substance abuse professional or to successfully complete rehabilitation recommendation by a substance abuse professional may result in additional disciplinary action, up to and including dismissal.

F. CANCELLED TEST & UNIQUE SITUATIONS

At times, a problem with a drug test may be identified that cannot or has not been corrected, or which federal regulations require to be cancelled. In these situations, a cancelled test is reported. A cancelled test is neither positive nor negative.

Additionally, Tooele City recognizes that situations may arise which are not specifically covered by this policy and procedure. These will be addressed on a case-by-case basis.

- G. EMPLOYEE ASSISTANCE/VOLUNTARY TREATMENT

 Early recognition and treatment of drug and/or alcohol abuse or addiction is important for successful rehabilitation. Employees are urged to seek treatment for substance abuse problems and are reminded that treatment and counseling services may be available through the Employee Assistance Program and under the City's group health plan.
- H. OFF-DUTY DRUG & ALCOHOL RELATED TESTS & CRIMINAL CONVICTIONS
 An employee who is convicted for violation under federal or state criminal statute which
 regulates manufacturing, distributing, dispensing, possessing, selling, or consuming a
 controlled substance shall notify their supervisor of the conviction no later than 5
 calendar days after the conviction. Convictions are not necessarily disqualifiers from
 employment. A case-by-case analysis is conducted for workplace safety and job
 relevancy. For an employee required to drive a vehicle as an essential function of the job
 may no longer qualify for the job where the employee's driver license is suspended or
 revoked due to a drug or alcohol conviction or offense.

Revised October 2018

SECTION: 17

Pursuant to this policy ("company authority"), test results generated by law enforcement officers, emergency responders, or health care providers may also be considered by Tooele City for determining policy compliance.

I. COMPENSATION FOR TESTING & RECORD KEEPTING

An employee's time spent participating in random, reasonable suspicion, or post-accident drug or alcohol testing is considered paid work time. Individuals participating in pre-employment testing do so on their own time. Participation in return-to-work testing, whether or not related to a corrective action program, is not paid work time.

All information relating to Tooele City's drug and alcohol testing shall be treated as confidential except as otherwise indicated herein or as provided by law.

J. POLICE DEPARTMENT ALCOHOL LIMITS

The Tooele City Police Department may establish lower limits pertaining to alcohol positive tests as identified in department policies and procedures.

- K. DEFINITIONS The following definitions are provided for general understanding.
 - 1. Abuse or Misuse -
 - the possession or use of a controlled substance obtained without a lawful prescription issued to the possessor or user;
 - the use of a controlled substance contrary to the prescription indications; or,
 - the use of alcohol or a controlled substance to a degree which renders the user unfit to safely operate a motor vehicle or to safely perform safety sensitive functions or other job requirements while on duty.
 - 2. Alcohol The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol no matter how the alcohol is packaged or in what form the alcohol is stored, utilized, or found.
 - 3. Applicant -
 - any person who has made written or oral application to become an employee of Tooele City and has been extended a conditional offer of employment; or,
 - any employee who applies for, and is subsequently selected to fill, an internal vacancy through a competitive selection process.
 - 4. City Premises Buildings, parking lots, grounds, parks, properties, equipment, and vehicles owned or leased by the City, and personal vehicles being used for City business.

Revised October 2018

SECTION: 17

- 5. Commercial Driver License (or CDL)/CDL-required Position a position requiring the employee possess and maintain a license required by Utah Code §53-3-404, as amended, to operate a commercial motor vehicle.
- 6. Confirmation Test -
 - for alcohol testing, a second test that provides quantitative data of alcohol concentration in the test subject's body; and,
 - for drug testing, a second analytical procedure using a split sample to identify the presence of a controlled substance or substance metabolites, analogs, homologs, or synthetic equivalents in the test subject's body, which procedure is independent of the initial screen.
- 7. Consume/Consumption To inhale, ingest, inject, or otherwise take into the body.
- 8. Controlled Substance Those substances defined by the Utah Controlled Substances Act, Utah Code §58-37-4 and §58-37-4.2, as amended, and the federal Controlled Substance Act, 21 United States Code §802(6), as amended. Also referred to herein as "drug" and "drugs."
- 9. Company Authority/Safety-sensitive Drug and/or alcohol testing program that is established pursuant to the policies and procedures of Tooele City as opposed to DOT-regulations.
- Drug Paraphernalia Objects used for the consumption of controlled substances.
 Drug Paraphernalia is further defined to include the definitions in Utah Code §58-37a-3, as amended.
- 11. Medical Review Officer A licensed medical provider who has knowledge of substance abuse disorders and the effects of controlled substance consumption on the human body and has the training to interpret and evaluate drug and alcohol test results.
- 12. Possess To be located on one's person, in one's clothing, in one's immediate vicinity or control (such as, wallet, purse, desk, drawer, locker, vehicle), or in one's body as evidenced by a positive test result. Includes "constructive possession" as defined by Utah law.
- 13. Sample Any specimen of urine, blood, breath, saliva, or hair to be used for testing.
- 14. Safety Sensitive Employee/Function/Position Employees performing work-related duty or assignment in which a person performing the position while under the influence may constitute a threat to health or safety of themselves, a coworker, or the general public. Such tasks include but are not limited to: carrying a

Revised October 2018

SECTION: 17

firearm; monitoring/inspecting for life-threatening risks to ensure life safety; performing life-saving procedures, working with hazardous or flammable materials; provides access to extremely confidential information that if compromised could be life-threatening or cause serious repercussion; access to medicine or controlled substances; and, operating, repairing, maintaining, or monitoring heavy equipment, machinery, or motor vehicles. Employees required to hold CDL are also considered safety sensitive employees and may be tested pursuant to DOT regulations and/or company authority.

- 15. Split Sample Testing A method of testing where the tested sample is divided into two similar quantities prior to testing. The first one-half is tested while the second one-half is preserved for confirmation or other testing purposes.
- 16. Test The scientific analysis for the presence of drugs and/or alcohol or their metabolites in the human body. Also referred to as "alcohol test," "drug test," and "testing."
- 17. Under the Influence The physical or mental condition of an employee, resulting from the consumption of alcohol or a controlled substance, that causes the employee to be unable to safely operate a motor vehicle or to safely perform safety sensitive functions, including an alcohol test result of 0.04 or more grams of alcohol per 100 milliliters of blood or per 210 liters of breath.
- 18. Work Duties/On Duty The duties, or the performing of the duties, on behalf of Tooele City, which are contained within an employee's job description or which are specifically assigned to an employee. Includes being on-call.
- 19. Workplace The workplace includes, but is not limited to, City owned buildings, grounds, and vehicles, and/or any other location where the employee conducts City work during work hours or while on duty.

E

HOLIDAYS

Revised October 2018

SECTION: 23

A. PAID HOLIDAYS

The following days are designated as paid holidays:

- 1. January 1, called New Year's Day;
- 2. The third Monday in January observed as the anniversary of the birth of Dr. Martin Luther King, Jr., also known as Human Rights Day;
- 3. The third Monday in February observed as the birth of George Washington and Abraham Lincoln, also known as President's Day;
- 4. The last Monday in May, called Memorial Day;
- 5. July 4, called Independence Day;
- 6. July 24, called Pioneer Day;
- 7. The first Monday in September, called Labor Day;
- 8. The second Monday in October, called Columbus Day;
- 9. November 11, called Veterans' Day;
- 10. The fourth Thursday in November, called Thanksgiving Day;
- 11. December 25, called Christmas Day.

B. HOLIDAYS ON WEEKENDS

When a holiday falls on Saturday, the preceding Friday shall be the holiday. When a holiday falls on a Sunday, then the following Monday shall be the holiday. The exception is for sworn law enforcement officers normally assigned to patrol duty; the holiday will be the actual date of the holiday and for holidays worked, it will be recognized for employees whose shift begins on the date of the holiday.

C. HOLIDAY ON NORMAL DAY OFF

When a holiday falls on an eligible employee's normally scheduled day off, another day is substituted. The substituted day must be in the pay period prior to, during, or immediately following the pay period in which the original holiday occurred.

D. FLSA EXEMPT WORK A HOLIDAY

When an FLSA exempt employee works on a designated holiday, another day may be substituted. The substituted day must be in the pay period prior to, during, or immediately following the pay period in which the original designated holiday occurred.

F

A. PURPOSE

In order to minimize the financial hardships that may result from absences from work, Tooele City provides funeral leave benefits to qualifying employees who are approved to be absent from work due to: (1) the death of certain individuals; (2) to plan, attend, and/or travel to/from funeral services; (3) to attend to post-death affairs associated with the deceased; and, (4) to provide care and comfort to self or others who are grieving.

B. POLICY

- 1. Funeral leave benefits are provided to bring the employee up to their regular scheduled work hours. Funeral leave hours may not be used to ensure general overtime is earned nor may they be paid as overtime/comp-time.
- 2. Regular and appointed employees are provided with the following amounts of paid funeral leave for each qualifying death (part-time employees are prorated):

Up to 24 Hours Leave	Up to 16 Hours Leave	Up to 8 Hours Leave to Attend Services
Parent or Step-parent; Parent-in-law or Step-Parent-in-law; Spouse; Child or Step-child (including still born children when a funeral, graveside, cremation, or other formal service is held); Grandchild or Step-grandchild; Sibling or Step-sibling, including half siblings; Brother in-law/Sister in-law; Son-in-law/Daughter-in-law; or, A person who has on a full-time basis, permanently resided in the home of an employee for at least the 12 consecutive months preceding death.	 Employee's Grandparent or Step-grandparent; or Other persons with whom the employee has a "loco parentis" relationship meaning the employee has the day-to-day responsibilities for the care and financial support of the child or person who had such a responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary. 	 Spouse's Grandparent, Spouse's Stepgrandparent, or Spouse's Greatgrandparent; Employee's Greatgrandparent (not a step-greatgrandparent); Employee's Greatgrandchild (not a step-greatgrandchild); Employee's or Spouse's Aunt/Uncle; or, Employee's or Spouse's Niece/Nephew.

- 3. For purposes of this Section, relationships include first generation unless otherwise specified, and biological or legal relationships unless otherwise specified. Legal action such as divorce or other legal relinquishment of parental rights dissolves relationships.
- 4. Funeral leave may be used in full day blocks or intermittently for up to 14 working days from date of the death, unless extenuating circumstances exist (i.e. delay due to autopsy, delay getting body due to organ or research donation, body transport, etc.) and in such cases, an employee may request extension of up to 30 days from date of death.
- 5. If, at the time of death, and an employee is on other approved or extended leave such as FMLA or disability leave, funeral leave benefits may be used to supplement other paid benefits to bring the employee up to 100% of the pre-leave daily pay.

C. NOTICE & VERIFICATION OF NEED FOR LEAVE

- 1. An employee is expected to notify his/her supervisor as soon as possible of the need for funeral leave.
 - a. For a full-day block of leave, the supervisor may ask the employee to consider the needs of the department when scheduling; however, unless it may result in a hardship to the City (i.e. employee must be in court to testify or is the only employee able to perform certain critical tasks), the employee generally may take full-day blocks of leave.
 - b. For intermittent leave, the employee is expected to request approval for such leave in advance whenever feasible and the supervisor may consider both the needs of the department and the purpose of the leave request (For example, post-death financial affairs can generally be taken care of during banking hours. Although it may be more convenient for the employee at a certain time, the needs of the department may necessitate taking care of the post-death financial affairs at a different time).
- 2. Tooele City retains the right to request documentation to support any claim for funeral leave benefits.

D. NEEDS OTHERWISE NOT COVERED BY THIS SECTION

Employees who need to be absent for funeral matters not otherwise covered by this Section or who need additional time off, may reference other paid leave policies such as annual leave.

G

A. PURPOSE

- 1. The purposes of this Section are to:
 - a. Provide employees with some information about the Tooele City benefit package;
 - b. Summarize employee benefit eligibility;
 - c. Establish City policy regarding certain elements of the benefit package; and,
 - d. Comply with federal notification requirements.

2. This Section does not:

- a. Establish a contract with employees regarding future benefit coverage or eligibility. Tooele City reserves the right to change, modify, and/or otherwise discontinue the benefit package for any or all employees at any time in the future (See Section 0: About This Manual, or as amended, herein this Manual for more information on contractual limitations);
- b. Provide employees with specific information about all benefits. Tooele City utilizes third-party benefits administrators for many of the benefits offered to employees. In cooperation with the Tooele City human resource department, the third-party administrator will make available summary plan descriptions and employee information. This information can be obtained from the human resource department, by contacting the insurance provider's customer service, or through various websites. Additional Sections in this Manual may also provide more detailed information regarding specific benefits;
- c. Provide a guarantee of benefit coverage, payment, or any other term or condition that is otherwise determined by a benefit provider. Benefits may change as providers, rules, or plans change. In the event of a conflict between this Section and the insurance providers' documents or contracts, the providers' documents or contracts will prevail; and,
- d. Provide important detailed information regarding benefits. These documents are available from the human resource office, directly from the insurance provider, or through providers' websites.

B. BENEFIT ELIGIBILITY

Employees benefit eligibility is determined by the assigned Employment Status and Schedule Status and is as follows:

Full-Time Employees						
	Full	-time · Appointed	Full-time			
	40 Hours	30-39.75 Hours	Mayor			
401K	Yes	Yes	Yes			
Annual Leave	Yes	Prorated	No			
Dental	Yes	Yes	Yes			
EAP Program	Yes	Yes	Yes			
Flexible Spending Account	Yes	Yes	Yes			
Holiday Pay	Yes	Prorated	No			
IRA/Roth IRA	Yes	Yes	Yes			
Leave, Misc. Paid – Funeral, Jury & Witness, and Military	Yes	Prorated	No			
Life Insurance & AD&D	Yes	Yes	Yes			
Long-term Disability ¹	Yes	Yes	Yes			
Medical – Health Insurance or Waiver payment in lieu of coverage if evidence of other coverage is provided to Tooele City	Yes	Yes	Yes			
Short-term Disability	Yes	Yes	No			
Sick Leave	Yes	Prorated	No			
State Retirement Benefits	Yes	Yes	Yes			
Vision	Yes	Yes	Yes			
Wellness/Recreation Pass	Yes	Yes	Yes			
Worker's Compensation	Yes	Yes	Yes			

Prorated = Benefits are prorated as percentage of hours worked as compared to a 40 hour schedule. See specific policies regarding paid leave and holiday for additional information.

¹ URS Post-rehired employees are not eligible for LTD benefits pursuant to Title 49, Chapter 21 of the Utah Code; Employees exempting from participation in Tier 1 benefits coverage LTD benefit eligibility may vary; URS retirement eligible employees are not covered by LTD.

(BENEFIT ELIGIBILITY CONTINUED)

Part-tin	ne Emp	loyees		
	Part- Regular or			art-time ed Officials
	20-29.75 hours	1-19.75 hours	Part-time Mayor	Council Member
401K	Yes but no City Contribution	Yes but no City Contribution		Yes
Annual Leave	Prorated	Prorated	No	No
Dental	No	No	Yes	Yes
EAP Program	No	No	Yes	Yes
Flexible Spending Account	Yes	No	Yes	Yes
Holiday Pay	Prorated	Prorated	N/A	N/A
IRA/Roth IRA	Yes	Yes	Yes	Yes
Leave, Misc. Paid - Funeral, Jury & Witness, and Military	Prorated	Prorated	N/A	N/A
Life Insurance & AD&D	No	No	Yes	Yes
	Yes	No	Tier 1 = Ye URS eli	s If Salary Meets gibility criteria
Long-term Disability ²			Tie	r 2 = Yes
Medical – Health Insurance, or Waiver payment in lieu of coverage if evidence of other coverage is provided to Tooele City	No	No	Yes	Yes
Short-term Disability	No	No	No	No
Sick Leave	Prorated	Prorated	N/A	N/A
	Yes	No		s If Salary Meets gibility criteria
State Retirement Benefits ³			URS rate is	o, but equivalent put into 401k plan I in this Section
Vision	No	No	Yes	Yes
Wellness/Recreation Pass	No	No	Yes	Yes
Worker's Compensation	Yes	Yes	Yes	Yes

Prorated = Benefits are prorated as percentage of hours worked as compared to a 40 hour schedule. See specific policies regarding paid leave and holiday for additional information.

² URS Post-rehired employees are not eligible for LTD benefits pursuant to Title 49, Chapter 21 of the Utah Code; Employees exempting from participation in Tier 1 benefits coverage for LTD benefits may vary; URS retirement eligible employees are not covered by LTD.

³ URS Post-rehired employees will be subject to limitations and benefit eligibility as specified by the Utah Retirement System.

(BENEFIT ELIGIBILITY CONTINUED)

	Variable Hour Employees Contingent: Temporary, Seasonal, Cyclical, or On-call
401K	Yes, may make personal contributions but not eligible for any City Contribution
IRA/Roth IRA	Yes, may make personal contributions
Medical – Health Insurance	No, except an employee may become eligible pursuant to the Patient Protection and Affordable Care Act (PPACA) which requires coverage if an employee's average workweek was greater than or equal to 30 hours/week following certain measurement periods. Tooele City has adopted the PPACA Safe Harbor provision for calculating the average workweek for variable hour employees as it applies to PPACA. The average workweek will be calculated as follows:
	New Hires - A newly hired employee's average workweek will be calculated following an Initial Measurement Period of 12-month from date of hire. It will be calculated by adding hours worked + overtime hours + comp-time paid, and dividing the sum by 52. If the employee is deemed eligible, an administrative period will be applied from the end of the initial measurement period through the end of the second full pay period beginning after the end of the initial measurement period to provide time to facilitate enrollment. The employee remains eligible for coverage for a 12 month Stabilization Period provided employee premiums are paid and the employee remains an employee, or is on seasonal layoff status on payroll and employee premiums are paid.
	Ongoing - Once the Initial Measurement Period has passed, employee's future eligibility will be determined pursuant to the City's Standard Measurement Period which coincides with the City's fiscal budget preparation each year. The average workweek will be calculated by adding hours worked + overtime hours + comp-time paid during the period of April 1st of the prior year and March 31 of the current year, and dividing the sum by 52. If the employee is deemed eligible pursuant to PPACA, an administrative period will be applied from April to June 30 to provide time to facilitate enrollment. Coverage becomes effective July 1 and the employee remains eligible for coverage for a 12 month Stabilization Period (the fiscal year) provided employee premiums are paid and the employee remains an employee, or is on seasonal layoff status on payroll and employee premiums are paid. Future eligibility will be determined by recalculating the Standard Measurement Period each respective year.
	Tooele City's Health Insurance Waiver Payment is not available to Variable Hour employees who become eligible for health insurance coverage due to PPACA but decline coverage.
	Plan eligibility and premiums are established with each fiscal year budget.
State Retirement	No
Worker's Compensation	Yes
No other benefit	s are offered to variable hour employees.

C. SECTION 125 PREMIUM ONLY PLAN

Pursuant to Section 125 of the Internal Revenue Code of 1986, Tooele City has adopted a Premium Only Plan which allows certain insurance premiums to be excluded from the employees' income for federal tax purposes. Eligible employees are automatically enrolled in the Section 125 Premium Only Plan. If employees desire not to participate in this component, they may do so by signing a declination form available from the human resource office.

D. FLEXIBLE SPENDING ACCOUNT (FSA)

Pursuant to Section 125 of the Internal Revenue Code the Flexible Spending Plan includes dependent care reimbursement and medical reimbursement components. Eligible employees may obtain tax-advantaged opportunities by paying for eligible expenses with pre-tax dollars.

- 1. Dependent Care and Medical Reimbursement. Eligible employees may participate in the Flexible Spending Dependent Care or Medical Plan by completing an enrollment form each Plan Year. "The Plan Year is July 1 to June 30 of each fiscal year. Once enrolled, an employee may not make a change during the Plan Year unless the employee has a qualifying life event. The maximum allowed contribution for medical reimbursement is \$2,500 per Plan Year. The maximum contribution allowed for Dependent Care will be the maximum allotment under Section 125 of the IRS tax rules.
- 2. Plan Administration. Tooele City utilizes a third-party benefits administrator. In cooperation with Tooele City human resource department, the third-party administrator will make available rules, guidelines, and information pertaining to the Plan. This information can be obtained from the human resource department and may change as plan guidelines change, tax laws, and/or administration guidelines change.

E. HEALTH SAVINGS ACCOUNT (HSA)

Tooele City has adopted a Health Savings plan option for eligible employees. Such accounts are individual trusts or custodial accounts, each established and maintained by the employee with a qualified trustee/custodian. Tooele City will withhold contributions from the employee's paycheck and forward the contributions to the trustee/custodian on behalf of the employee. The employee is responsible for using their account in compliance with all IRS regulations. Tooele City utilizes a third-party benefits administrator to assist with administering the HSA account. In cooperation with Tooele City human resource department, the third-party administrator will make available rules, guidelines, and information pertaining to the Plan. This information can be obtained from the human resource department and may change as plan guidelines change, tax laws, and/or administration guidelines change.

F. UTAH STATE RETIREMENT PLAN

- 1. The Utah State Retirement program laws and regulations determine which retirement plan an employee is enrolled in. In summary, the plans are:
 - a. Tier 1 (For employees enrolled in the Utah State Retirement System prior to July 1, 2011)
 - 1) Public Employees' Contributory Retirement Plan
 - 2) Public Employees' Non-Contributory Retirement Plan
 - 3) Public Safety Employees' Non-Contributory Retirement Plan

Tier 1 plans include a benefits protection contract between the Utah State Retirement Office and Tooele City that provides for continued service accrual in the event of a period of leave that is covered by worker's compensation insurance, Tooele City's group short-term disability insurance, or Tooele City's group long-term disability insurance, when approved for applicable benefit coverage.

Exemption from participation. Elected officials, appointed employees, or others allowed to exempt out of participation in the Tier 1 Utah State Retirement System may file a formal request for exemption from membership in the retirement plan. In such cases, Tooele City will contribute to the employee's 401(k) plan, an amount equivalent to the Utah Retirement System's Total Cost Rate (URS normal cost + URS amortization of UAAL) for the respective plan applicable to the employee had he/she not exempted from participation. This amount is subject to change each year and is based on the rates established by the Utah Retirement System. This contribution must be included with any other Employer's 401(k) contributions in meeting the Internal Revenue Service (IRS) contribution limitations and therefore, may be limited if IRS limitations apply.

Employees who exempt from participation in Tier 1 plans are not covered by benefit protection with the Utah State Retirement System. Tooele City, by policy, however, provides for continued benefit contributions in the event of a period of leave that is covered by short-term disability insurance and for a period of up to 3 months when leave is covered by worker's compensation insurance. In the event such employee is approved for long-term disability benefits (LTD) or the leave exceeds 3 months, benefit continuation/contributions will cease at the end of the pay period following LTD benefit approval or the 3 month maximum.

- b. Tier 2 (For employees first entering the Utah State Retirement System after July 1, 2011)
 - 1) Public Employees' Defined Contribution Plan Only
 - 2) Public Employees' Hybrid Retirement Plan
 - 3) Public Safety Employees' Defined Contribution Plan Only
 - 4) Public Safety Employees' Hybrid Retirement Plan

Tier 2 plans do not include a benefit protection contract between the Utah State Retirement Office and Tooele City that provides for continued service accrual in the event of a period of leave that is covered by long-term disability (LTD). In the event an employee in Tier 2 plans is approved for long-term disability benefits, benefit continuation/contributions will cease at the end of the pay period in which the LTD benefits were approved and became effective.

Tier 2 plans include a benefit protection contract between the Utah State Retirement Office and Tooele City that provides for continued service accrual/URS required contribution in the event of a period of leave that is covered by Tooele City's worker's compensation insurance or Tooele City's group short-term disability insurance, when approved for applicable benefit coverage.

c. Post-retired Rehired Employees

- 1) Benefit eligible post-retired employees rehired by Tooele City prior to June 30, 2010 will receive a contribution to his/her 401(k) account up to the maximum allowed by the URS office.
- 2) Benefit eligible post-retired employees rehired by Tooele City on or after July 1, 2010 will not receive a contribution to his/her 401(k) account and will be subject to the rules and regulations of the Utah Retirement Office regarding post-retirement reemployment.

d. Part-time Elected Officials

Tier 2 part-time elected officials are not eligible to participate in the URS plans pursuant to Utah State law. To equalize benefits for both Tier 1 and Tier 2 part-time elected officials, Tier 2 part-time elected officials who enroll in the URS 401(k) plan will receive a City contribution that is equal to the Utah Retirement System's Tier 2 Total Cost Rate (URS normal cost + URS amortization of UAAL). This amount is subject to change each year. This contribution must be included with any other Employer's 401(k) contributions in meeting the Internal Revenue Service (IRS) contribution limitations and therefore, may be limited if IRS limitations apply.

- 2. Due to the complexity of the plans, employees should refer to the highlights handbooks prepared by the Utah State Retirement Office regarding questions concerning the systems. Employees can also contact the Utah State Retirement Office, 540 East 200 South, Salt Lake City, Utah 84102. Their telephone number is available from the Human Resource Department.
- 3. In all circumstances, Utah State Retirement benefit programs will be in compliance with established law and regulations of the Utah State Retirement Office.

G. 401(k) PLAN

Pursuant to Section 401(k) of the Internal Revenue Code, Tooele City offers eligible employees the opportunity to participate in a 401(k) plan.

- 1. Plan enrollment for eligible employees is as follows:
 - a. If enrolled in John Hancock 401(k) plan before June 30, 2011.
 - 1) If prior to June 30, 2011, an employee is enrolled the Tooele City Employees' 401(k) Plan administered by John Hancock Financial, and remains an active status employee, he/she may continue to participate in the Plan.
 - 2) Employees may elect to discontinue making any future contributions to John Hancock and enroll in and contribute to the Utah Retirement 401(k) Plan. This is a one-time change. If an employee discontinues contributing to John Hancock and instead contributes to the Utah Retirement 401(k) Plan, he/she may not change back to John Hancock at a later time. IRS regulations specify whether or not account balances may be rolled from one plan to another. Employees are advised to carefully consider their options regarding each plan prior to making a decision. Employees may not contribute to both John Hancock and the Utah Retirement 401(k) Plan.
 - b. Employees who enroll in a 401(k) plan on or after July 1, 2011 may enroll ONLY in the Utah Retirement 401(k) Plan.
- 2. Enrollment Date. Employees may enroll upon eligibility. There is no waiting period for enrollment in a 401(k) Plan.
- 3. Employee Contributions. Eligible employees may have a portion of wages deducted from his/her paycheck and deposited into the 401(k) plan. These contributions are known as employee contributions or deferrals. Employee contributions are subject to each Plan's Adoption Agreement and limitations established by the IRS.

- 4. City/Employer Contributions. Employer contributions (City Contributions) to employees' 401k accounts are determined each year as part of the City's fiscal budget. Employer contributions to the 401k Plan may differ based on each employee's respective Utah State Retirement (URS) plan enrollment. City/employer contributions will be submitted as pre-tax traditional contributions and will be sent to the plan consistent with the employees' last employee contribution (i.e John Hancock or URS).
- 5. Plan Administration and Summary Plan Descriptions. The 401(k) Plan is administered in compliance with applicable IRS code regulations, the respective adoption agreements, and the provider's policies & procedures. Summary Plan Descriptions for each 401(k) plan are available from the human resource office.
- 6. Self Directed Plans. Neither Tooele City, nor any employee, may provide tax, legal, investment or any other advice or consultation to any employee regarding their 401(k) plan. Any communications, information, or assistance is provided for administrative and/or educational purposes only. Employees needing tax, legal, investment, or any other advice or consultation are encouraged to seek assistance from a licensed professional of their choosing.

H. TIER 2 PUBLIC SAFETY EMPLOYEES ENHANCED RETIREMENT BENEFIT

- 1. Tier 2 Public Safety Employees are those employees deemed eligible for enrollment in the Utah State Retirement Tier 2 Public Safety Retirement Plan.
- 2. A discretionary City contribution may be made to Tier 2 Public Safety Employees' 401k accounts for the purpose of providing an enhanced retirement benefit. The amount of the discretionary contribution is determined each year as part of the fiscal budget and is subject to change at any time, including reduction to no contribution. The contributions will be deposited to the Utah State Retirement 401k plan as pre-tax traditional 401k employer discretionary contribution and is subject to all rules and regulations pertaining to the Utah State 401k plan. This contribution is immediately vested. For payroll purposes, this amount is calculated in the same manner as any other discretionary City 401k contribution provided to the workforce. This generally is a percentage of gross salary paid by Tooele City and may be reduced while on leave, disability insurance, work comp, etc.
- 3. For IRS limitations/compliance purposes, this contribution is combined with all other City and employee contributions. This may limit employees' personal contributions.

I. HEALTH INSURANCE

1. Premiums. Premiums are established with the fiscal budget and may vary based on

employment and schedule status. Failure to pay premiums by the due date may result in cancelation of coverage.

2. Automatic Enrollment/Default Plan. Employees eligible for medical insurance will be automatically enrolled in the least expensive plan offered to Tooele City employees at the time of eligibility unless the employee declines, waives, or makes another health insurance election within 30 days of eligibility.

J. COBRA CONTINUTATION COVERAGE

If a qualifying event occurs that causes an insured employee, spouse, or dependent to lose coverage under Tooele City's group health or dental plan, they have a legal right under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) to purchase a temporary extension of health coverage (herein called continuation coverage). This notice is intended to inform employees, in a summary fashion, of their rights and obligations under COBRA. Employees are encouraged to share this notice with their spouse.

- 1. Health, dental, or flexible spending account benefits may be continued through COBRA.
- 2. Employees and dependents can elect continuation coverage if one of the following qualifying events occurs:
 - 1) Voluntary or involuntary termination of employment for reasons other than gross misconduct; or
 - 2) Voluntary or involuntary reduction of work hours below the level required for participation in the group health and/or plan.
- 3. The spouse of an employee or other individual covered by Tooele City's group health care plan can elect continuing coverage if one of the following qualifying events occurs:
 - 1) The death of the employee or other covered individual;
 - 2) A termination of the employee's employment for reasons other than gross misconduct, or a reduction in the employee's hours of work below the level required for participation in the group health plan;
 - 3) A divorce or legal separation from the employee; or
 - 4) A retired employee's enrollment in Medicare.
- 4. The dependent child of an employee or other individual covered by Tooele City's group health care plan can elect continuing coverage if one of the following qualifying events occurs:

- 1) The death of the parent employee or other covered individual;
- 2) The termination of employment or reduction of work hours of the parent employee;
- The divorce or legal separation of the parents, if this causes the dependent child to lose coverage under Tooele City's group health plan;
- 4) The enrollment in Medicare of the retired parent or employee; or
- 5) The child's loss of dependent status due to attainment of the maximum age for coverage under the group health plan.
- 5. The employee or other covered individual has the responsibility to inform the Tooele City Human Resource Department of a divorce, legal separation, or a child's loss of dependent status within 60 days of the qualifying event or the date on which group coverage would be lost because of the event. If an employee fails to provide the proper notice within 60 days, continuation coverage might not be available.
- 6. When a qualifying event occurs, a written reminder of the right to elect continuation coverage will be sent to the address on file. There is a 60 days grace period to elect continuation coverage. If it is decided not to continue coverage, either through formal declination or lack of written response, group health insurance coverage will end effective the date of the qualifying event. If coverage is continued, the coverage will be identical to the coverage provided to similarly situated active employees and family members. If an employee had family coverage at the time of the qualifying event, family coverage or a less broad category of coverage may be elected.
- 7. Continuation coverage is available for up to 18 months if the qualifying event is the termination or reduction in work hours of the employee. If an employee or family member is disabled under the rules for Social Security Disability Benefits, the worker and family members are eligible for an additional 11 months of continuation coverage, for a total of 29 months. For other qualifying events, the spouse or dependent children are eligible for up to 36 months of continuation coverage. Furthermore, the 18-month period for termination or reduced work hours can be extended to 36 months for family members if a second qualifying event-for example, divorce, death, Medicare entitlement-occurs during the 18-month period.
 - a. Continuation coverage can be cut short of the full coverage period when:
 - 1) Tooele City no longer provides group health coverage to employees;
 - 2) The premium for continuation coverage is not paid in a timely fashion:
 - 3) The covered individual becomes covered or is eligible for coverage under another group health plan that does not penalize or subject the insured to restricted or limited coverage due to a preexisting medical condition;
 - 4) The insured becomes entitled to Medicare:
 - 5) The disabled individual is no longer defined as disabled under Social

BENEFITS

Revised October 2018

SECTION: 29

Security rules during the 11 months of extended continuation coverage.

- 8. There is no required evidence of insurability. However, the insured is responsible for premium payment for the coverage and is allowed a 30-day grace period for timely payments. The premium will include the portion an employee now pays, plus the amount the City contributes, plus a two percent administrative fee. At the end of the 18, 29, or 36 months of continuation coverage, the insured may be allowed to enroll in an individual conversion health plan provided under Tooele City's group health plan.
- 9. Questions regarding rights and responsibilities under COBRA should be directed to the human resource department.

H

GIFTS, PRIZES, AWARDS, WELLNESS/RECREATION CARD & DISCOUNTS

Revised October 2018

SECTION: 31

A. GIFTS, PRIZES & AWARDS

- 1. Gifts, Prizes, & Awards Provided by Tooele City
 - a. Occasional and de minimis awards or prizes valued at less than \$15 may be given to employees without incurring a taxable fringe benefit, provided that it is not cash or a cash equivalent (i.e. a generic gift card).
 - b. A plaque or similar display may be given to employees as an award or recognition without incurring a taxable fringe benefit.
 - c. A tangible gift such as flowers may be given for:
 - (1) Expression of sympathy in the event of the death of an employee or employee's spouse or dependent child;
 - (2) Congratulations for the birth or adoption of an employee's child; or
 - (3) Expression of get well wishes for an employee.

Congratulatory gifts such as for birthdays, graduation, marriage, etc. or other condolences generally should not be purchased with City funds.

- d. A tangible gift such as a watch, plaque, home décor, etc. may be given to a retiring employee and is generally limited to a value of \$20.00 for every year of service to the City. In addition, the department may use department funds to make a reasonable contribution of a food item, such as meat trays, to a retirement luncheon provided on site in recognition of a retirement if the employee had at least 10 years of service to Tooele City.
- e. Additionally, upon discretion of the Chief of Police and with approval from the Mayor, sworn police officers may be given their duty weapon upon retirement, and/or their badges and patches, including reasonable mounting costs such as a shadow box.
- f. Because there are specific tax implications relevant to gifts, prizes, and awards, supervisors are expected to consult with the payroll or HR office prior to approving any other gifts, prizes, or awards for employees.
- g. Exceptions to this Section are approved by the Mayor.
- 2. Gifts, Prizes, & Awards Provided by External Sources
 - a. Employees shall comply with the provisions of state and federal law governing the acceptance of gifts and gratuities. In addition, employees must avoid the appearance of favoritism or conflicts of interest.

- b. Allowed. The following are examples, but not an exclusive list, of items employees may accept:
 - (1) De minimis items such as pens, mugs, calendars, thank you cards, and other trinkets valued at less than \$15;
 - (2) Discounts provided to all City employees in conjunction with the City's benefit or "perks" programs;
 - (3) Any tangible item or gift card, but not cash, valued at less than \$50 and given as a token of appreciation for assisting or speaking at events, conferences, civic organizations, or similar services;
 - (4) Fees paid on behalf of the employee to participate in charitable events as a City representative such as a charitable golf tournament;
 - (5) Incidental meals, drinks, or food items:
 - i. Personal meals, drinks, or food items valued at less than \$15 and that generally occur two or fewer times per calendar year;
 - ii. Group meals, drinks, or food items provided with training or as an expression of thanks;
 - iii. Food items left over from events or a catering that would otherwise have been thrown away;
 - (6) Complimentary trips to vendor offices, user conferences, or other travel that is conducted as part of the City's due diligence in researching a product or service, or to receive training;
 - (7) Items distributed to all attendees or randomly at conferences and other events such as t-shirts, pens, trade show bags, food and beverages, and door prizes;
 - (8) Items provided at a sponsored event if the potential for conflict of interest perceptions do not exist. This may include a gift given while representing the City at a charitable golf tournament, a prize awarded for winning a group costume contest, or a gift in conjunction with a customer service award program, and similar situations; or,
 - (9) Reward points, sky miles, etc. earned on a personal credit card program when use of a personal credit card was necessary to conduct business purposes.
- c. Prohibited. The following are examples, but not an exclusive list, of items employees may NOT accept:
 - (1) Employees serving on committees that are evaluating products or services may not accept any gifts from vendors bidding on these items:
 - (2) Cash, stocks, bonds, or other negotiable instruments regardless of the dollar amount;

GIFTS, PRIZES, AWARDS, WELLNESS/RECREATION CARD & DISCOUNTS

Revised October 2018

SECTION: 31

- (3) Any item with a value in excess of \$50 without written disclosure to and approval from the Mayor. The disclosure and approval should document the business reason for accepting this gift and a declaration that there is no potential for a conflict of interest;
- (4) Tickets to sporting events, theater, or similar entertainment passes valued over \$50, either per event or cumulatively through a 12 month period, unless approved in advance and in writing by the Mayor. The approval should document the business reason for accepting this gift and declaration that there is no potential for conflict of interest perceptions;
- (5) Personal meals, drinks, or food items valued at over \$15 or occur more frequently than twice per calendar year; or,
- (6) Free gift items that come with a purchase if that purchase was made on behalf of the City.
- d. If an employee or department receives an unacceptable item:
 - (1) The gift may be shared in a central location where all employees may enjoy their presence or it may be delivered to human resource department for distribution to other employees on a random basis such as a door prize at a City party, etc.;
 - (2) In lieu of returning gifts of food, they may be shared with the entire staff even if addressed to a single employee; or,
 - (3) The item may be donated to a charitable organization.

B. WELLNESS / RECREATION CARD

- Tooele City recognizes that there are benefits to both employees and the City to
 promote and support various health and wellness initiatives. It is our objective to
 raise awareness regarding the importance of lifestyle behaviors, to promote a
 workplace that values wellness, and to support our workforce as they become more
 physically active, manage stress, and make healthier lifestyle choices.
- 2. In support of our wellness objectives, Tooele City provides eligible individuals with free access to the Leigh Pratt Aquatic Center, the Oquirrh Hills Golf Course, and the Tooele City Public Library, subject to the following terms and conditions:
 - a. Free admission is valid only when there is excess capacity at each facility and no paying customer is displaced. If at the time of use, no excess capacity exists, the individual must pay the full admission fee or have access denied or delayed until an opening is available;

GIFTS, PRIZES, AWARDS, WELLNESS/RECREATION CARD & DISCOUNTS Revised October 2018

SECTION: 31

- b. Free admission is only provided during regular public operating hours;
- c. In general, the admission does not apply to classes, programs, rentals, tournament fees, or special events;
- d. Free use does not apply to cart or equipment rental;
- e. Tooele City reserves the right to apply temporary or permanent restrictions on this benefit as deemed necessary or appropriate;
- f. Individuals must comply with the respective rules of the facility which are subject to change, or may be denied future use privileges; and,
- g. Fraudulent use, including misrepresentation or use when not eligible, may result in collection of fees that were otherwise due, criminal prosecution, and/or denial of future benefit use.
- 3. The Tooele City wellness card also provides a 20% discount on rental of the Dow James building and Tooele City pavilions. There are no discounts on other building or facility rentals including but not limited to, rental of the aquatic center or party spaces.
- 4. Eligibility. The following individuals are eligible for the wellness / recreation card:
 - a. Active full-time regular and full-time appointed employees, their legal spouse, and their unmarried dependent children age 19 or younger living in the household;
 - b. While serving their term, Mayors and City Council persons, their legal spouse, and their unmarried dependent children age 19 or younger living in the household (Approved December 2007 Ordinance 2007-32);
 - c. Retired employees, but not their spouse or dependent children, may be provided with Wellness Card pursuant to the eligibility criteria in Section 30: Retiring and Retiree Benefits, herein this Manual; and
 - d. Former elected officials who served a full four-year term of office, but not their spouse or dependent children.

There is no survivor benefit applicable to the wellness card. Upon the death of the eligible employee, retiree, or elected official, the card becomes void.

GIFTS, PRIZES, AWARDS, WELLNESS/RECREATION CARD & DISCOUNTS Revised October 2018

SECTION: 31

C. ACCESS & DISCOUNTS GIVEN TO AQUATIC CENTER STAFF

Tooele City provides certain "perks" and benefits to employees working at the Aquatic Center as a recruitment and retention initiative.

1. Facility Admission

Active part-time regular, seasonal, temporary, on-call, or cyclical status employees working at the Leigh Pratt Aquatic Center, but not their family, receive free admission to the center during regular public swimming hours. Free admission is valid only when there is excess capacity at the facility and no paying customer is displaced. If at the time of use, no excess capacity exists, the individual must pay the full admission fee or have access denied or delayed until an opening is available.

2. Food & Beverage Discount

Aquatic Center employees receive a twenty percent (20%) discount off the menu price for any food or beverage ordered on a day when they are scheduled for work.

3. Merchandise Sales

Aquatic Center employees receive a twenty percent (20%) discount off the sales price for any merchandise purchased for their own use.

D. ACCESS & DISCOUNTS GIVEN TO GOLF COURSE STAFF

Tooele City provides certain "perks" and benefits to employees working at the Oquirrh Hills Golf Course as a recruitment and retention initiative.

- 1. Green Fees, Range Fees, and Cart Renal
 - a. Active part-time regular, seasonal, temporary, on-call, or cyclical status employees working at the Oquirrh Hills Golf Course are provided admission to the course and range when there is excess capacity and no paying customer is displaced. If at the time of use, no excess capacity exists, the individual must pay the full fee or have access denied or delayed until an opening is available.
 - b. The fee charged to such employees for use of a golf cart, or for golf privileges for their immediate family, a legal spouse and unmarried dependent children age 19 or younger living in the employee's home, will be established by written department policy and approved by the Department Head and Mayor.
 - c. The golf professional, apprentice, and superintendents may use a cart free of charge as accounting for personal versus professional use is not practical given the nature of their positions and responsibilities at the golf course.

GIFTS, PRIZES, AWARDS, WELLNESS/RECREATION CARD & DISCOUNTS Revised October 2018

SECTION: 31

2. Food & Beverage Discount

- a. Golf course employees receive a forty percent (40%) discount off the menu price for any food or non-alcoholic beverage ordered on a day when they are scheduled for work.
- b. Employees receive a twenty percent (20%) discount off the menu price for any food or non-alcoholic beverage ordered on a day when they are not scheduled for work.
- c. The employee may apply his/her respective discount for food and non-alcoholic beverages purchased for his/her spouse or dependent children age 19 or younger living in the employee's home, provided the employee is present at the time of purchase. Employees may not apply his/her respective discount for purchases for any other individuals.

3. Merchandise Sales

Resale items may be sold at the Oquirrh Hills Golf Course under private contract and independent of Tooele City Corporation. If resale items are sold directly by Tooele City, golf course employees receive a twenty percent (20%) discount off the retail or sales price for any merchandise purchased for their own use.

I

Revised October 2018

SECTION: 32

A. PURPOSE

- 1. Tooele City has established a benefit program that provides regular and appointed status employees with reimbursement for advanced education or POST certification. This policy defines the terms and conditions under which employees may be granted reimbursement.
- 2. Work-related training or required certifications are covered by department training budgets.

B. POLICY

Pending available funding, eligible employees may receive financial reimbursement for education and POST Academy as follows:

1. Advanced Educational Program

- Employees may receive financial reimbursement to aid in obtaining an associate's or higher degree in a field that directly relates to work performed by Tooele City Corporation.
- b. Employees submit an application for educational assistance reimbursement benefits during the application period, include a complete official copy of the course curriculum (unless one has already been submitted), and identify the course the employee plans to be reimbursed for during the fiscal year. Changes, deletions, or additions to the approved application require submission of an amendment. Such changes are subject to approval from the Educational Reimbursement Committee. Tooele City is not responsible for reimbursement of classes that have not received prior approval.
- c. Under this program, ALL courses, including courses which are not job-related or City related, are eligible for reimbursement up to the allotted amount, if such courses are required as a condition of completion or graduation by the academic institution.
- d. Reimbursement is subject to available funding approved each fiscal year but is limited to \$1,000, per employee, per fiscal year. Reimbursement totals accumulate based on the date the bill is paid or reimbursed by Tooele City, not the date the class ended. To be eligible for reimbursement/payment, a grade of C- or higher is required. For courses that do not receive grades, such as PASS/FAIL courses, the employee must submit a recognized certificate or letter from the school verifying that the employee has satisfactorily completed the course. The following expenses are eligible for reimbursement:
 - (a) Initial application fees (not subject to grade requirements);
 - (b) Class tuition/registration fees;
 - (c) Books & syllabi which are course required;

Revised October 2018

SECTION: 32

- (d) Sales tax related to above expenses;
- (e) Reasonably priced materials which will assist a disabled employee (Special consideration will be made in compliance with the EEO/ADA policy);
- (f) Concurrent enrollment, home study, Internet, and other educational methods as long as such courses comply with the guidelines of the Program; or
- (g) CLEP tests and CLEP preparatory classes, <u>only</u> if such courses result in an overall cost savings to Tooele City. Employees may be required to provide written documentation demonstrating such savings. Reimbursement for CLEP courses is made after the school has granted credit for the respective course.
- e. The following expenses are not eligible for reimbursement. This list is not all-inclusive. The Educational Reimbursement Committee must approve any expenses not specifically mentioned.
 - (a) Courses that have not been approved by the Educational Reimbursement Committee
 - (b) Out-of-state tuition fees/non-member fees
 - (c) Audited courses
 - (d) Late registration fees/charges or fines
 - (e) Registration fees for special unique programs as designated by the Educational Reimbursement Committee
 - (f) Computers/equipment, Internet access, and/or general classroom supplies
 - (g) Calculators or other equipment
 - (h) Transportation
 - (i) Parking fees
 - (i) Meals
 - (k) Text books, manuals, or other materials that would aid the employee in studies, but are not required for the course
 - (1) Tutors or other study aids
- f. If an employee is entitled to veteran's or other educational benefits (i.e. grants or scholarships), the employee must use such benefits in lieu of City reimbursement. City reimbursement will be reduced by the amount of reimbursement for which the employee is eligible from the Veterans' Administration or any other source.
- g. Employees participating in the Advanced Educational Program are encouraged to take a minimum of 2 courses per year.
- h. Employees who participate in the Advanced Educational Program and voluntarily terminate their employment with the City must refund any monies paid by the City for the program during the preceding 14-month period.

Revised October 2018

SECTION: 32

- i. Employees are not granted a level or step advancement upon completion of the Advanced Educational Program. All promotion and advancement opportunities follow respective policies.
- j. Tooele City reserves the right to delay, deny, or discontinue Advanced Educational courses at any time and for any reason.
- 2. Sworn Law Enforcement Officer Student Loan/POST Reimbursement Program
 - a. Sworn Law Enforcement Officers may receive reimbursement under the Sworn Law Enforcement Officer Student Loan/POST Reimbursement Program or the Advanced Education Program described above, but not both during the same fiscal year.
 - b. Sworn Law Enforcement Officers are eligible for reimbursement under this program after having served as a sworn law enforcement officer for Tooele City for two (2) years (includes FTO time).
 - c. Sworn Law Enforcement Officers must submit an application for educational assistance reimbursement benefits during the application period and include certification of the degree obtained/POST graduation, receipt for student loan payment made during the applicable fiscal year period (no reimbursement for payments outside the current fiscal year), and certification that the payment was not made by a source other than the employee. Employees may not accept benefits for the same payment made by any other outside program or agency.
 - d. The student loan debt must be related to the employee's successful completion of self-sponsorship through a POST academy recognized by Utah, or successful completion of an associate's degree, bachelor's degree, or master's degree obtained by the employee either prior to or during employment with Tooele City from an accredited college or university. The degree must be directly related to their job as a law enforcement officer. Examples include: general education, criminal justice, psychology, sociology, business administration, law, forensic science, computer science (crime analysis), public administration, emergency management, Spanish/foreign language useful to the agency, English, or similar. Example of non-qualifying degrees include, but are not limited to, education, accounting, arts, engineering, and dance. The Advanced Educational Reimbursement Committee makes the final decision regarding job relevancy and degree eligibility. Reimbursement is not made for collection agency payments nor for collection agency fees.
 - e. Reimbursement is subject to available funding approved each fiscal year but is limited to \$1,000 per fiscal year. Reimbursement is taxable income to the employee.

Revised October 2018

SECTION: 32

- f. Employees who receive reimbursement and voluntarily terminate their employment with the City must refund any monies paid by the City for the program during the preceding 24-month period.
- g. Tooele City reserves the right to delay, deny, or discontinue Sworn Law Enforcement Officer Student Loan/POST Reimbursement Program at any time for any reason.

C. DEFINITIONS

- 1. Educational Reimbursement Committee Designated representatives from human resources, finance, and another designated functional area who has the responsibility for reviewing, verifying, and approving requests for educational reimbursement benefits.
- 2. Accredited College or University Tooele City recognizes schools as accredited institutions if they are recognized by the Higher Education Directory.
- 3. Advance Educational Program Program designed to assist employees completing an approved and accredited two-year associate's degree, four-year bachelor's degree, or master's degree. Sworn Law Enforcement Officer (LEO) Employees deemed eligible for enrollment in the Utah State Retirement Public Safety Retirement Program.
- 4. POST Academy/Self-sponsorship A satellite academy approved by Utah POST, which offers basic training programs for LEO certification.
- 5. Work-Related Training/Required Certifications Courses or exams that assist the employee in developing knowledge and skills that directly relate to the employee's current occupation or profession. Generally, the intent of this program is to enlarge or refine the employee's scope of expertise in their present job. The supervisor approves work related training on an individual basis as each respective department pays for this type of training.

TOOELE CITY CORPORATION

RESOLUTION 2018-60

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING A REAL ESTATE PURCHASE CONTRACT AND ASSOCIATED AGREEMENTS AND PAYMENTS FOR PROPERTY LOCATED AT 59 NORTH 100 EAST.

WHEREAS, beginning in 1997, Tooele City has acquired several parcels of land near City Hall intended for a new police station, including the following:

- Tooele City; acquisition date unknown; 0.59 acres; parcel #2-33-11
- Ekenstam; acquired 1997; 0.4356 acres; parcel #2-33-14; Resolution 1997-28
- Foster; acquired 2006; 0.172 acres; parcel #2-33-13; Resolution 2006-12
- McQuiston; acquired 2011; 0.160 acres; parcel #2-33-8; Resolution 2011-04
- Davis; acquired 2012; 0.62 acres; parcel #2-33-10; Resolution 2012-05 and,

WHEREAS, Tooele City has obtained a signed contract for the purchase of the remaining property necessary for the police station site, as follows: Meli; 0.313 acres; parcel #2-33-12 (see contract attached as Exhibit A); and,

WHEREAS, the contract calls for the payment of the purchase price, back taxes, relocation assistance, moving expenses, and other incidental related compensation (e.g., closing costs); and,

WHEREAS, it is necessary and appropriate for the City Council to approve and ratify the various contractual documents, commitments, settlement statements, and payments associated with a closing on the Meli property; and,

WHEREAS, the City has been able to acquire the entire police station site without the use of the City's eminent domain authority; and,

WHEREAS, acquiring the Meli property is in the best interest of the City and its residents inasmuch as the site has been identified as a suitable site for the new police station, with construction set to begin in early 2019:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that

- 1. the real estate contract attached as Exhibit A is hereby approved and ratified;
- 2. the Mayor is hereby authorized to sign all documents necessary to close on the City's purchase of the Meli property;
- 3. the Mayor's signature is hereby ratified on all documents previously signed in relation to the City's acquisition of the Meli property;
- 4. the Mayor is hereby authorized to make all payments associated with approved and ratified documents for the acquisition of the Meli property; and,
- 5. all payments previously made by the City in relation to the acquisition of the Meli property are hereby ratified.

	ition is in the best int ctive upon passage, er.	•		•
IN WITNES	S WHEREOF, this Re	solution is passe	ed by the Tooel	e City Council this

TOOELE CITY COUNCIL

(For)		(Against)
	<u></u>	
ABSTAINING:		
(Approved)	MAYOR OF TOOELE CITY	(Disapproved)
ATTEST:		
Michelle Y. Pitt, City Red	corder	
SEAL		
Approved as to Form:	Roger Evans Baker, City Attorney	

Exhibit A

Meli Property Real Estate Purchase Contract



Project: Tooele City Police Station

County of Property: TOOELE Tax ID / Sidwell No: 02-033-0-0012

Property Address: 59 N 100 East Tooele UT, 84074 Owner's Address: 59 N 100 East Tooele UT, 84074

Primary Phone: 435-255-2717

Owner / Grantor: Kathleen L Bowen Meli Grantee: Tooele City Corporation ("City")

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

Grantor hereby agrees to convey and sell by Warranty Deed a parcel(s) of land known as parcel number(s) 02-033-0-012 for City purposes. This contract is to be returned to: Maurine Bachman (Consultant), Right of Way Agent c/o Tooele City, 90 N Main, Tooele, UT 84074.

- 1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
- 2. Grantor agrees to transfer property free of any hazardous materials (including paint or other household products.)
- 3. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this contract. Grantor agrees to maintain the property until the City takes possession.
- 4. If this acquisition is a total purchase, a key deposit will be retained in the amount of 1% until the keys are delivered to the City.
- 5. All fixtures are to remain with the property including lighting, plumbing, heating, and air conditioning.
- 6. The City agrees to pay any and all taxes assessed against this property to the date of closing.
- 7. The City shall pay Grantor for the real property in the deed(s) and/or easement(s) referenced above.
- 8. The City shall pay Grantor the relocation assistance benefits defined by separate agreement, including relocation, moving expenses, closing costs, etc., as necessary to purchase the house and property located at 230 South 100 East in Tooele City.
- 9. Grantor is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor waives any right she may have to repurchase the property being acquired herein, and waives any rights she may have under Utah Code Ann. Sect. 78B-6-520.3. 10. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands, and actions, including costs, from lien holders or lessees of the property.

Additional Terms:

Grantor agrees to vacate the property by December 1, 2018. Grantor also agrees that any personal property left on the real property becomes the property of the City on December 2, 2018, including all vehicles, titled and untitled.

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract:

Buyer's Agent MAMUNE L BACKMAN, represents the City. Buyer's Brokerage MARPORTS PUM BOTATO, represents Grantor.

Total Selling Price

\$129,000.00

Page 1 of 2 KM Grantor's Initials

Tooele City Contract Fee Simple Acquisition

Project Location: Tooele City Police Station

County of Property: TOOELE Tax ID / Sidwell No: 02-033-0-012

Property Address: 59 N 100 East Tooele UT, 84074 Owner's Address: 59 N 100 East Tooele UT, 84074

Primary Phone: 435-255-2717

Owner / Grantor: Kathleen L Bowen Meli Grantee: Tooele City Corporation ("City")

Grantor's Initials

KM

Grantor understands this agreement is an option until approved by the City.

This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

Percent

Kathleen L Bowen Meo 10/25/18
Kathleen L Bowen Meli

Agent

Maurine Bachman (Consultant) / Acquisition Agent

elbia 6. ell 10/25/18

Attest by Tooele City Recorder

Approval as to Form by Roger Evans Baker, City Attorney

Page 2 of 2 Constant Page 2 Constant P

TOOELE CITY CORPORATION

RESOLUTION 2018-35

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A LEASE AGREEMENT WITH TOOELE COUNTY FOR THE MIDDLE CANYON TOLL BOOTH PROJECT.

WHEREAS, Utah Code §10-8-1 (2008) authorizes municipalities to control city-owned property; and,

WHEREAS, Tooele County (hereafter the "County") is establishing a trail system within Tooele Valley to be used by the public for recreational purposes, a portion of which trail system includes Middle Canyon road; and,

WHEREAS, the County has requested the ability to lease two small parcels of Tooele City-owned property for parking and a turnaround in association with a toll booth being installed within the Middle Canyon road right-of-way located in unincorporated Tooele County; and,

WHEREAS, by Resolutions 2009-11 and 2009-26 the City Council approved leases with Tooele County of Tooele City-owned land for trailheads on Rogers Street and Vine Street, respectively; and,

WHEREAS, the terms and conditions of the proposed lease, as well as illustrations of the leased property, are contained in the lease agreement attached hereto as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the lease agreement attached hereto as Exhibit A is hereby approved and that the Mayor is hereby authorized to sign the same.

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

	IN WITNESS	WHEREOF, this Resolution is passed by the Tooele City Co	uncil
this_	day of	, 2018.	

TOOELE CITY COUNCIL

(For)				(Against)
		•		
ABSTAINING:				
	TOOF	ELE CITY	MAYOR	
(For)				(Against)
ATTEST:				
Michelle Y. Pitt Tooele City Recorder				
SEAL				
Approved as to Form:	Roger Eva	ns Baker	Tooele City Attorno	ev

Exhibit A

Lease Agreement, with Illustrations

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this ___ day of _____, 20__ ("Effective Date"), by and between Tooele City Corporation, a charter city and municipal corporation established under the laws of the State of Utah ("City") and Tooele County, a political subdivision of the State of Utah ("County") (collectively "Parties").

WHEREAS, the County has established a trail system within the Tooele Valley to be used by the public for recreational purposes, and Middle Canyon road is part of that trail system; and,

WHEREAS, the County has established public campgrounds in Settlement Canyon and Middle Canyon; and,

WHEREAS, the County has decided to control access to Middle Canyon, camping areas, trail areas, and Butterfield Pass through the placement of a toll booth in Middle Canyon Road and the implementation of a toll/fee for entry to Middle Canyon, similar to the toll booth and toll/fee for Settlement Canyon; and,

WHEREAS, the County's design for the toll booth and surrounding area calls for the utilization of small areas of land owned by the City on either side of the narrow, prescriptive Middle Canyon Road right-of-way for parking and a turn-around; and,

WHEREAS, the County requests the ability to utilize these small areas through a lease agreement, similar to the lease agreements between the City and the County for the trailheads on Rogers Street and Vine Street/Droubay Road; and,

WHEREAS, the Parties desire to formalize a lease arrangement with a written lease agreement:

NOW, THEREFORE, for good and valuable consideration, described below, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. <u>Property.</u> The City hereby leases to the County the following Property:
- a. Parking Area: the parking area illustrated in Exhibit A and described in the surveyed legal description contained in Exhibit A as West Side of Middle Canyon Road, consisting of 0.148 acres; and,
- b. Turnaround Area: the turnaround area illustrated in Exhibit A and described in the surveyed legal description contained in Exhibit A as East Side of Middle Canyon Road, consisting of 0.035 acres.
- 2. <u>Term.</u> This Agreement shall commence on the Effective Date and shall continue for a period of 25 years unless terminated earlier pursuant to the terms of this Agreement. The term of this Agreement may be extended in writing at any time with the mutual agreement of both Parties.
- 3. <u>Consideration.</u> As consideration for the lease of the Property, the County agrees to do the following prior to beginning toll booth operation:

- a. place jersey barriers on the perimeter of the Property parcels, as illustrated in Exhibit A:
 - b. identify and take measures to protect the City waterline in Middle Canyon Road;
- c. take measures to identify and protect a private waterline and box within the parking area:
- d. perform no excavation on the Property except for the toll booth structure and protection bollards;
- e. remove and dispose of existing fencing along Middle Canyon Road and install new fencing on the exterior perimeter portions of the Property not fronting Middle Canyon Road;
 - f. remove and dispose of dead or dying trees on the Property; and,
- g. provide rip-rap stabilizing structures where the jersey barriers meet the top of the historic Middle Canyon drainage, as deemed necessary by the City's engineer.
- 4. <u>Development and Operation.</u> The County shall be solely responsible for the development, operation, and maintenance of the toll booth area, including installation of the toll booth structure, placement of fencing and jersey barriers, site grading, and road improvements.
- 5. <u>Non-Exclusive Use.</u> The County acknowledges the presence of a City waterline and a private waterline, and associated facilities, (the "Water Facilities") across and under the Property, and agrees that the City shall continue to have access to and use of the Property for purposes related to the Water Facilities. Should the City's needs for the property become incompatible with the public's use of the toll booth parking and turnaround areas, as determined by the City in its discretion, the City shall have the right to terminate this Agreement for good cause.
- 6. <u>Regulation of Use.</u> The County, with the City's consent, shall establish rules and regulations governing the public's use of the Property and the toll booth area, and shall enforce said rules and regulations.

7. Termination.

- a. Mutual Consent. The Parties may terminate this Agreement during its term or any extension by mutual consent.
- b. Breach. The City may terminate this Agreement upon a breach thereof. The City shall first provide written notice of the breach and 30 days to cure the breach.
- c. Good Cause. The City may terminate this Agreement for good cause upon 90 days written notice. Good cause shall include the City's decision, in the discretion of the City, to utilize the Property for public purposes in conflict with the parking or turnaround purposes contemplated under this agreement.
- d. Upon termination of this Agreement, the County shall remove all improvements it constructed or placed on the property, at County expense, within 90 days of termination.
- 8. <u>Indemnification.</u> The County shall defend, hold harmless, and indemnify the City and its employees, officers, directors, and agents (each an "Indemnified Party") from and against all damages, liabilities, losses, costs, disputes, suits, claims, demands, penalties, and expenses, including reasonable attorney's fees and costs and investigations costs, imposed upon or claimed

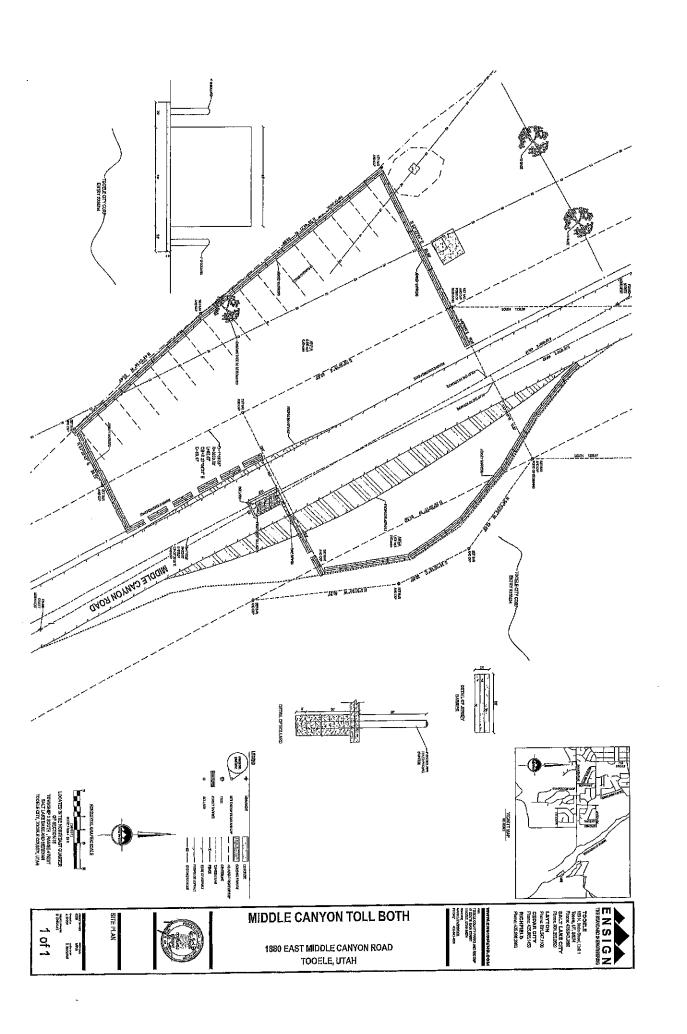
against an Indemnified Party caused by or in relation to (a) the public's use of the Property or (b) the acts of the County and its agents upon the Property.

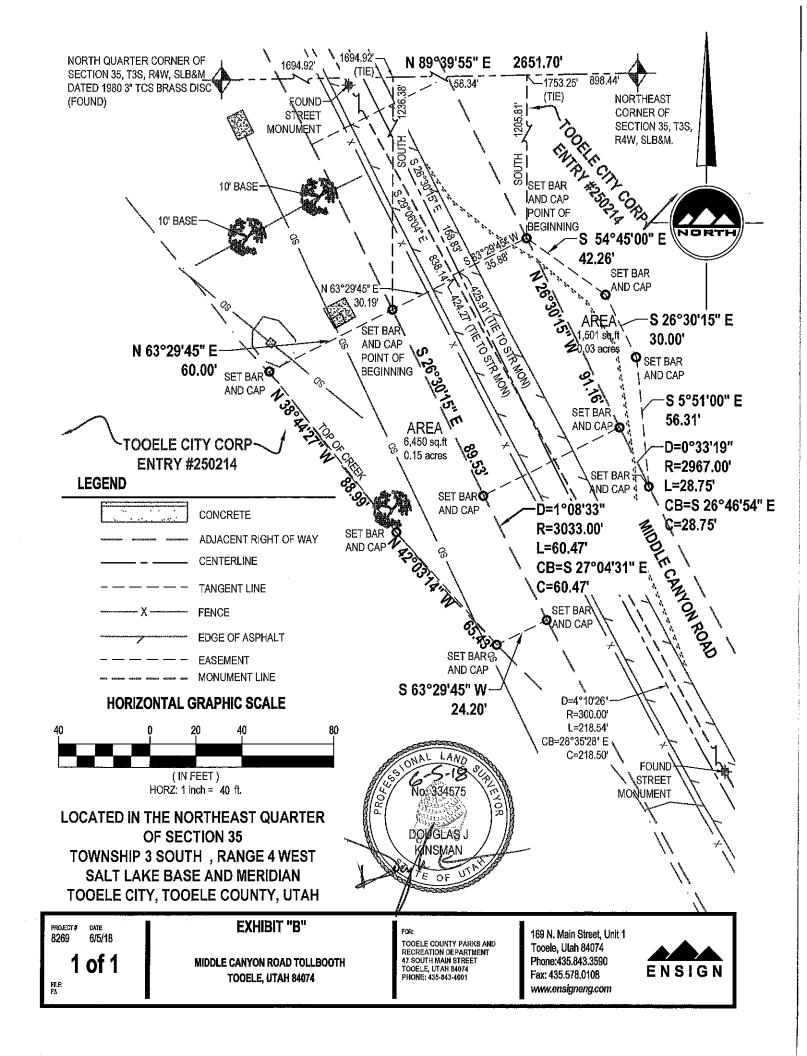
- 9. <u>Dispute Resolution.</u> If any dispute arises under this Agreement, the aggrieved party shall give the other party written notice of the dispute. The Parties shall attempt to resolve the dispute within 30 days of the notice. If no resolution is reached, the Parties agree to submit the dispute to mediation through a third-party neutral mediator. The costs of mediation shall be divided equally between the Parties. If resolution is not reached after mediation, the Parties may resort to any legal remedy, subject to the terms of this Agreement.
- 10. <u>Attorney's Fees.</u> If any dispute under this Agreement is litigated, the prevailing party shall be entitled to recover all of its costs and expenses, including reasonable attorney's fees (excepting the cost of the Parties' salaried attorneys), incurred in enforcing or attempting to enforce or defend any of the terms or conditions of this Agreement.
- 11. <u>No Jury Trial.</u> The Parties hereby irrevocably waive any right to a trial by jury in any litigation arising from this Agreement.
- 12. <u>Amendment.</u> All modifications, amendments, and extensions shall be in writing and signed by the Parties.
- 13. <u>Severability.</u> If any provision or this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
- 14. <u>Integration.</u> This Agreement is an integrated agreement and constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and no representation, warranty, condition, understanding, or agreement of any kind shall be binding upon the Parties unless incorporated herein or added hereto pursuant to amendment in accordance with Paragraph 12.
- 15. <u>Authority.</u> The individuals executing this Agreement represent and warrant that they are authorized to execute this Agreement on behalf of the applicable entity and that this Agreement constitutes a legally binding obligation of each entity.

TOOELE CITY CORPORATION	TOOELE COUNTY
Debra E. Winn, Mayor	County Commissioner

ATTEST
Michelle Y. Pitt, City Recorder
APPROVED AS TO FORM:

Roger Evans Baker, City Attorney





EASEMENT DESCRIPTIONS West Side of Middle Canyon Road

A parcel of land, situate in the Northeast Quarter of Section 35, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and in Tooele City, more particularly described as follows:

Beginning at a point on the Westerly line of Middle Canyon Road (a 66.00-foot wide right-of-way), which is located North 89°39'55" East 1694.92 feet along the measured Section line, and South 1236.38 feet from the found monument at the North Quarter Corner of Section 35, Township 3 South, Range 4 West, Salt Lake Base and Meridian, (said point is also located North 29°06'04" West 424.27 feet along the measured street monument line and South 63°29'45" West 30.19 feet from the found PC monument in the centerline of said Middle Canyon Road), and running:

thence South 26°30'15" East 89.53 feet along said Westerly line;

thence Southeasterly 60.47 feet along the arc of a 3033.00-foot radius tangent curve to the left (center bears North 63°29'45" East, and the long chord bears South 27°04'31" East 60.47 feet, through a central angle of 1°08'33"), along said Westerly line;

thence South 63°29'45" West 24.20 feet, to the top of the stream channel; thence North 42°03'14" West 65.43 feet along the top of said channel;

thence North 38°44'27" West 88.99 feet along the top of said channel;

thence North 63°29'45" East 60.00 feet, to the Point of Beginning.

Parcel contains: 6,450 square feet, or 0.148 acres.

East Side of Middle Canyon Road

A parcel of land, situate in the Northeast Quarter of Section 35, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and in Tooele City, more particularly described as follows:

Beginning at a point on the Easterly line of Middle Canyon Road (a 66.00-foot wide right-of-way), which is located North 89°39'55" East 1753.25 feet along the measured Section line, and South 1205.81 feet from the found monument at the North Quarter Corner of Section 35, Township 3 South, Range 4 West, Salt Lake Base and Meridian, (said point is also located North 29°06'04" West 425.91 feet along the measured street monument line and North 63°29'45" East 35.88 feet from the found PC monument in the centerline of said Middle Canyon Road), and running:

thence South 54°45'00" East 42.26 feet;

thence South 26°30'15" East 30.00 feet;

thence South 5°51'00" East 56.31 feet, to the Easterly line of said Middle Canyon Road; thence Northwesterly 28.76 feet along the arc of a 2967.00-foot radius non-tangent curve to the right (center bears North 62°56'26" East, and the long chord bears North 26°46'54" West 28.76 feet, through a central angle of 0°33'19"), along said Easterly line;

thence North 26°30'15" West 91.16 feet along said Easterly line, to the Point of Beginning.

Parcel contains: 1,501 square feet, or 0.035 acres.

S.B. 189: Small Wireless Facility

6 cubic feet







28 cubic feet









S.B. 189: Aesthetics



S.B. 189: Aesthetics

City-Wide





Design District







STAFF REPORT

October 11, 2018

To: Tooele City Planning Commission

Business Date: October 24, 2018

From: Planning Division

Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Quick Quack Tooele – Final plat Request

Application No.: P18-294

Applicant: Joseph Earnest, representing Lonestar Builders

Project Location: Approximately 1262 N Main St Zoning: GC General Commercial Zone

Acreage: Approximately 1.01 Acres (Approximately 43560 ft²)

Request: Request for approval of a Final Plat in the GC General Commercial zone

regarding a Quick Quack Car Wash.

BACKGROUND

This application is a request for approval of a Final Plat for approximately 1.01 acres located at 1262 N Main St. The property is currently zoned GC (General Commercial). The applicant has requested final plat approval in order to re-locate lot lines to create a lot large enough to accommodate a new car wash facility. The resultant re-configuration of the existing subdivision plat is two buildable commercial parcels. Quick Quack will ultimately occupy lot 1 of the new subdivision with a new car wash facility, replacing the existing car wash facility currently occupying the site.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Commercial land use designation for the subject property. The property has been assigned the GC General Commercial zoning classification. The purpose of the GC zone is intended and provided to encourage the establishment of a wide variety of retail commercial uses, service commercial activities, entertainment and other services and activities meeting the needs of the residents of the City. The General Commercial District (GC) allows and encourages that retail and service businesses and related uses be grouped together into commercial centers. The uses and activities allowed in this District should enhance employment opportunities, provide for commercial activities and services required by residents of the city and surrounding areas, encourage the efficient use of land, enhance property values and add to the overall strength of the city's tax base. The GC General Commercial zoning designation is identified by the General Plan as a preferred zoning classification for the Commercial land use designation.

<u>Subdivision Layout</u>. In order to accommodate the new Quick Quack car wash facility the developer needed more property. Therefore the existing lot line configuration of the two parcels need to be reconfigured. Ordinarily, a lot line adjustment would accomplish this purpose for two existing lots of record. However, these two lots already exist in a previously approved subdivision plat. Therefore, a subdivision plat amendment was required. Subdivision plat amendments follow the same process as a final plat subdivision approval. The reconfiguration of the subdivision results in two lots, with lot 1

being .984 acres (42,841 Square Feet) and lot 2 being .552 acres (24,069 Square Feet). Both lots are smaller than the 3 acre minimum as required by the G-C zone, however, language does exist allowing lots to be smaller if they "become integrated within the existing development area and comply with all applicable development requirements." The Quick Quack facility will be occupying lot 1, replacing the existing car wash facility.

It may have also been noticed that there is a sewer line easement vacation that will be accommodated with this subdivision plat. The action of vacating the easement is not a matter of concern to the Planning Commission, however, for the Commissions information the Tooele City Council will vacate the easement at its October 17 meeting.

<u>Criteria For Approval</u>. The procedure for approval or denial of a Subdivision Final Plat request, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-10 and 11 of the Tooele City Code.

REVIEWS

<u>Planning Division Review</u>. The Tooele City Planning Division has completed their review of the Final plat submission and has issued a recommendation for approval for the request with the following proposed conditions:

- 1. The construction of the subdivision needs to be compliant with all City and State regulations for subdivision construction.
- 2. The construction needs to be done according to the City's regulations for the allowable hours of construction work.
- 3. The construction of the subdivision needs to be done according to the approved design plans for the project.
- 4. All requirements of the Tooele City Engineering Division need to be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
- 5. All requirements of the Tooele City Building Division needs to be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
- 6. All requirements of the Tooele City Fire Department needs to be satisfied throughout the development of the site and the construction of all buildings on the site.

<u>Engineering Review</u>. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Final plat submission and have issued a recommendation for approval for the request.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Final plat by Joseph Earnest, representing Lonestar Builders, application number P18-294, subject to the following conditions:

- 1. The construction of the subdivision needs to be compliant with all City and State regulations for subdivision construction.
- 2. The construction needs to be done according to the City's regulations for the allowable hours of construction work.
- 3. The construction of the subdivision needs to be done according to the approved design plans for the project.
- 4. All requirements of the Tooele City Engineering Division need to be satisfied throughout

- the development of the site and the construction of all buildings on the site, including permitting.
- 5. All requirements of the Tooele City Building Division needs to be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
- 6. All requirements of the Tooele City Fire Department needs to be satisfied throughout the development of the site and the construction of all buildings on the site.

This recommendation is based on the following findings:

- 1. The proposed development plans meet the intent, goals, and objectives of the Master Plan.
- 2. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
- 3. The proposed development plans meet the requirements and provisions of the Tooele City Code.
- 4. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
- 5. The proposed development conforms to the general aesthetic and physical development of the area.
- 6. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – "I move we forward a positive recommendation to the City Council for the Quick Quack Tooele Final Plat request by Joseph Earnest, representing Lonestar Builders, for the purpose of re-developing a 2 lot commercial subdivision, application number P18-294, based on the findings and subject to the conditions listed in the Staff Report dated:"

Sample Motion for a Negative Recommendation – "I move we forward a negative recommendation to the City Council for the Quick Quack Tooele Final plat Request by Joseph Earnest, representing Lonestar Builders for the purpose of re-developing a 2 lot commercial subdivision, application number P18-294, based on the following findings:"

EXHIBIT A

MAPPING PERTINENT TO THE PROVIDENCE AT OVERLAKE PHASE 3, PRELIMINARY PLAN

Quick Quack Car Wash Final Plat Subdivision



Quick Quack Car Wash Final Plat Subdivision

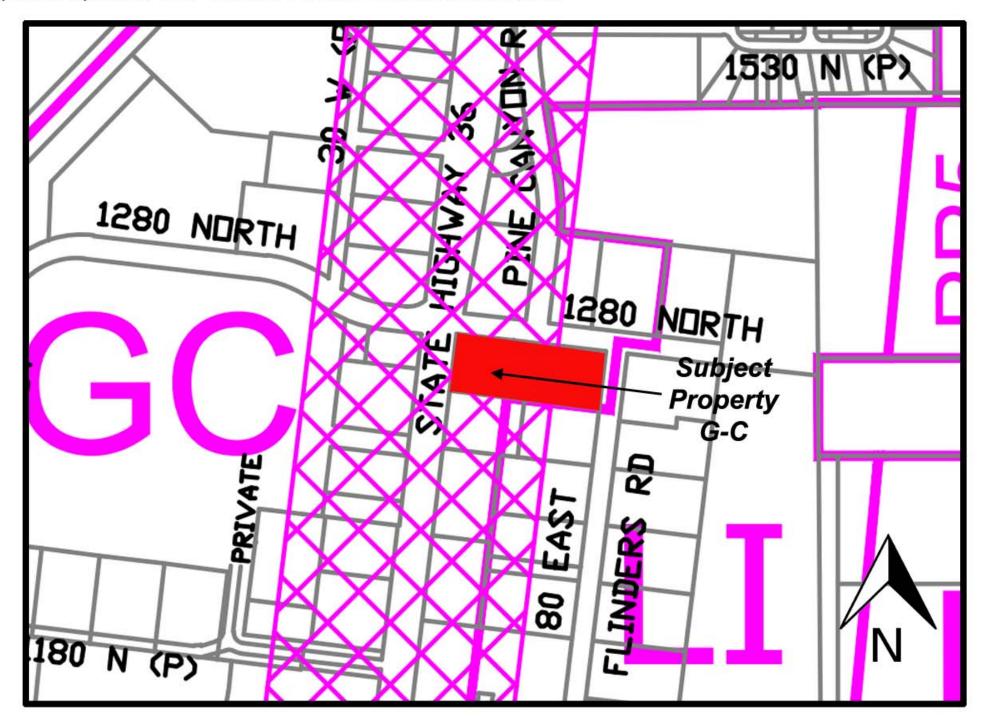
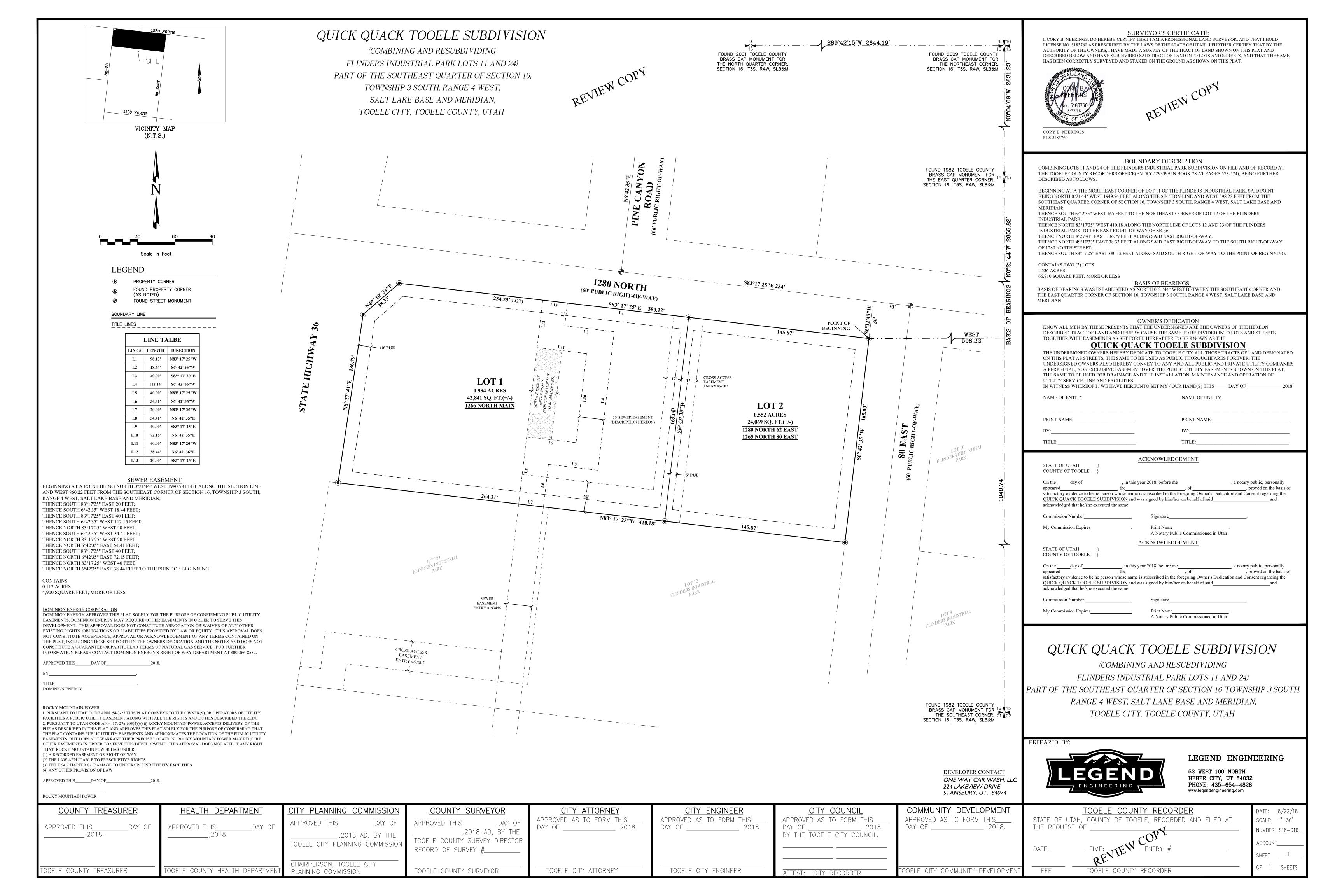


EXHIBIT B

PROPOSED DEVELOPMENT PLANS APPLICANT SUBMITTED INFORMATION



TOOELE CITY CORPORATION

ORDINANCE 2018-19

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE TABLE 1 OF SECTION 7-14-3 REGARDING MINIMUM PROJECT SIZE FOR MULTI-FAMILY DWELLING DEVELOPMENTS.

WHEREAS, Utah Code §10-9a-102 authorizes cities to enact ordinances, resolution, and rules and may enter other forms of land use controls they consider necessary or appropriate for the use and development of land within the municipality to provide for the health, safety, welfare, prosperity, peace and good order, comfort, convenience, and aesthetics of the municipality; and,

WHEREAS, residential land uses in Tooele City are regulated by Tooele City Code Chapter 7-14; and,

WHEREAS, Tooele City Code Chapter 7-14 includes tables that identify specific uses of land and their permissibility based on the zoning designation assigned to residential properties; and,

WHEREAS, Table 1 of Tooele City Code Section 7-14-3 contains certain notations that regulates project size for multi-family residential developments, requiring a five acre minimum project size; and,

WHEREAS, the underlying nature of the regulation on project size centers around the intensified impact on utilities and municipal services and encourages long range planning on the part of the City to identify areas most appropriate for multi-family residential developments to create economy of scale in the utilities and municipal services in addition to the development project itself; and,

WHEREAS, the economy of scale for a development project is also influenced by the design and preparation of the project site and project structures on the part of the developer; and,

WHEREAS, the City's participation in creating the economy of scale for multi-family residential developments can be controlled through zoning assignment decisions to maintain contiguous areas assigned to specific zoning districts; and,

WHEREAS, in light of the above, the City Administration recommends that Table 1 of Tooele City Code Chapter 7-14 be amended as shown in Exhibit A to bring the City Code into better balance between the rights of property owners and the health, safety, welfare, prosperity, peace and good order, comfort, convenience, and aesthetics of the community:

WHEREAS, on October 24, 2018, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as Exhibit B); and,

WHEREAS, on	, the City	/ Council	convened	a duly	y-advertised	public	hearing	₹:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF TOOELE CITY that Table 1 of Tooele City Code Section 7-14-3 is hereby amended as shown in Exhibit A.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, and welfare of Tooele City and its residents and businesses and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

Ordinance 2018-19

IN WI	TNESS WHEREOF, th	nis Ordinance is passed	d by the Tooele Ci	ty Council this _	day of
	. 2018.				

Ordinance 2018-19

TOOELE CITY COUNCIL

(For)				(Against)
	_			
	_			
	_			
	_			
ABSTAINING:				
M	AYOR OF TOO	ELE CITY		
(Approved)			(Disapproved)	
ATTEST:	_			
Michelle Y. Pitt, City Recorder		SEAL		
Approved as to Form: Roger Evans Baker,				

Ordinance 2018-19 3

EXHIBIT A

Table 1 of Tooele City Code Chapter 7-14-3

CHAPTER 14. RESIDENTIAL ZONING DISTRICTS

TABLE 1 TABLE OF USES

USE		DISTRICT										
	HDR	MDR	R1-7	R1-8	R1-10	R1-12	R1-14	R1-30	RR-1	RR-5	RR-20	MU-160
Dwelling; Multiple family (more than 4 units Minimum 5 acres required)	С	С										

EXHIBIT B

Planning Commission Minutes



STAFF REPORT

October 18, 2018

To: Tooele City Planning Commission

Business Date: October 24, 2018

From: Planning Division

Community Development Department

Prepared By: Jim Bolser, Director

Re: Multi-Family Project Area – City Code Text Amendment Request

Application No.: P18-750

Applicant: N Tooele City Corporation

Request: Request for approval of a City Code Text Amendment regarding proposed

revisions to requirements for minimum project sizes for multi-family

residential developments.

BACKGROUND

This application is a request for approval of a City Code Text Amendment to address proposed revisions to requirements for minimum project sizes for multi-family residential developments. The proposed text amendment ordinance can be found in Exhibit "A" to this report.

ANALYSIS

Chapter 7-14 Tooele City Code. Chapter 7-14 of the Tooele City Code (TCC) addresses zoning regulations for residential uses within Tooele City. More specifically, Table 1 from Section 7-14-3 TCC addresses the allowable uses within the various residential zoning districts of Tooele City. Within that table is a listing for multi-family dwellings, currently allowed as conditional uses within the HDR High Density Residential and MDR Medium Density Residential zoning districts. The land use listing itself has an attached note that, in part, specifies a requirement that a minimum of five acres is required for implementation of this land use. The inclusion of this requirement creates and maintains an economy of scale for such projects which inherently carry an intensification of infrastructure and needed utility services. Conversely, this requirement also excludes the possibility of such project types that may be viable on smaller properties where the needed infrastructure and services may exist. The City Code text amendment at subject proposes to remove the minimum project size requirement. This would allow smaller properties to develop with projects that include multi-family residential uses. It also serves to put emphasis on the potential for drawbacks, namely the infrastructure, utility services, and economy of scale needed to support projects on smaller properties. These drawbacks are tempered by the fact that the allowability of multi-family residential projects is still controlled by the zoning district assigned to any one property. Through prudent consideration and decision-making by the City, the drawbacks of smaller properties containing multi-family residential projects can be managed through the assignment of zoning districts to properties and areas of the community deemed appropriate for such development types.

<u>Criteria For Approval</u>. The criteria for review and potential approval of a City Code Text Amendment request is found in Sections 7-1A-7 of the Tooele City Code. This section depicts the standard of review for such requests as:

- (1) No amendment to the Zoning Ordinance or Zoning Districts Map may be recommended by the Planning Commission or approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Zoning Ordinance or Zoning Districts Map amendment, the applicant shall identify, and the City Staff, Planning Commission, and City Council may consider, the following factors, among others:
 - (a) The effect of the proposed amendment on the character of the surrounding area.
 - (b) Consistency with the goals and policies of the General Plan and the General Plan Land Use Map.
 - (c) Consistency and compatibility with the General Plan Land Use Map for adjoining and nearby properties.
 - (d) The suitability of the properties for the uses proposed viz. a. viz. the suitability of the properties for the uses identified by the General Plan.
 - (e) Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
 - (f) The overall community benefit of the proposed amendment.

REVIEWS

<u>Planning Division Review</u>. The Tooele City Planning Division has completed their review of the City Code Text Amendment submission and has issued a recommendation for approval.

<u>Engineering Review</u>. The Tooele City Engineering Division has completed their review of the City Code Text Amendment submission and have issued a recommendation for approval.

<u>Noticing</u>. The City has expressed their desire to amend the City Code and do so in a manner which is compliant with the City Code. As such, notice has been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

Staff recommends approval of the request for a City Code Text Amendment by Tooele City Corporation, application number P18-750.

This recommendation is based on the following findings:

- 1. The proposed text amendment would serve the intent, goals, and objectives of the Tooele City General Plan.
- 2. The proposed text amendment would meet the requirements and provisions of the Tooele City Code.
- 3. The proposed text amendment would provide for developments that would not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
- 4. The proposed text amendment would provide for developments that would conform to the general aesthetic and physical development of the area.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – "I move we forward a positive recommendation to the City Council for the Multi-Family Project Area City Code Text Amendment Request by Tooele City

Corporation to address minimum project size requirements for multi-family residential developments, application number P18-750, based on the findings listed in the Staff Report dated October 18, 2018:"

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – "I move we forward a negative recommendation to the City Council for the Multi-Family Project Area City Code Text Amendment Request by Tooele City Corporation to address minimum project size requirements for multi-family residential developments, application number P18-750, based on the following findings:"

1. List findings...

EXHIBIT A PROPOSED ORDINANCE 2018-19

TOOELE CITY CORPORATION

ORDINANCE 2018-22

AN ORDINANCE OF THE TOOELE CITY COUNCIL REASSIGNING THE ZONING CLASSIFICATION TO THE HDR HIGH DENSITY RESIDENTIAL ZONING DISTRICT FOR 5.26 ACRES OF PROPERTY LOCATED AT 750 NORTH 100 EAST.

WHEREAS, Utah Code §10-9a-401, et seq., requires and provides for the adoption of a "comprehensive, long-range plan" (hereinafter the "General Plan") by each Utah city and town, which General Plan contemplates and provides direction for (a) "present and future needs of the community" and (b) "growth and development of all or any part of the land within the municipality"; and,

WHEREAS, the Tooele City General Plan includes various elements, including water, sewer, transportation, and land use. The Tooele City Council adopted the Land Use Element of the Tooele City General Plan, after duly-noticed public hearings, by Ordinance 1998-39, on December 16, 1998, by a vote of 5-0; and,

WHEREAS, the Land Use Element (hereinafter the "Land Use Plan") of the General Plan establishes Tooele City's general land use policies, which have been adopted by Ordinance 1998-39 as a Tooele City ordinance, and which set forth appropriate Use Designations for land in Tooele City (e.g., residential, commercial, industrial); and,

WHEREAS, the Land Use Plan reflects the findings of Tooele City's elected officials regarding the appropriate range, placement, and configuration of land uses within the City, which findings are based in part upon the recommendations of land use and planning professionals, Planning Commission recommendations, public comment, and other relevant considerations; and,

WHEREAS, Utah Code §10-9a-501, *et seq.*, provides for the enactment of a "land use [i.e., zoning] ordinances and a zoning map" that constitute a portion of the City's regulations (hereinafter "Zoning") for land use and development, establishing order and standards under which land may be developed in Tooele City; and,

WHEREAS, a fundamental purpose of the Land Use Plan is to guide and inform the recommendations of the Planning Commission and the decisions of the City Council about the Zoning designations assigned to land within the City (e.g., R1-10 residential, neighborhood commercial (NC), light industrial (LI)); and,

WHEREAS, the GC General Commercial zoning district is currently assigned to approximately 5.26 acres of land located 750 North 100 EAst (see map attached as **Exhibit A**); and,

WHEREAS, the 5.26 acres are currently owned by Regency Legacy Apartments, LLC; and,

WHEREAS, by Rezone Petition received October 2, 2018, Regency Legacy Apartments, LLC requested that the subject property be reassigned to the HDR High Density Residential zoning district (see Rezone Petition attached as Exhibit B); and,

WHEREAS, the surrounding properties to the west and south are assigned the GC and R1-7 zoning districts, respectively; and,

WHEREAS, the surrounding properties to the east and north are assigned R1-7 and GC zoning districts, respectively; and,

WHEREAS, Utah Code §10-9a-501 and §10-9a-503 provide for the municipal legislature to consider Planning Commission recommends for amendments to the land use ordinances and zoning map, and to approve, revise, or reject the recommended amendments; and,

WHEREAS, on October 24, 2018, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as Exhibit C); and,

WHEREAS, the City Administration recommends approval of this Ordinance 2018-22 as being in the best interest of the City to allow for desirable development and housing opportunities for all citizens of our community; and,

WHFRFAS.	the City	Council convened a dul	v-noticed public hearing	on : ar	nd
VVIILILE,	tile City	Council convence a da	y modecca pablic nearing	5 OII , ai	···u

WHEREAS, the City Council finds that, subject to the reasonable and appropriate conditions outlined below, the requested Zoning Map amdnemnt is not adverse to the best interest of the City; and,

WHEREAS, The city is under no obligation to approve a Zoning Map amendment, but may do so upon finding a rational basis.

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that:

- **Section 1.** Amendment. The Tooele City Zoning Map is hereby amended to indicate that the zoning district assigned to the subject property shall be reassigned to the HDR High Density Residential zoning district; and,
- **Section 2.** Rational Basis. The City Council hereby finds that the above-described expressed conditions to the approval of this Ordinance 2018-22 are reasonable and necessary to serve, protect, and preserve the health, safety, and welfare of Tooele City and its residents, including future residents of the subject property.
- **Section 4.** <u>No Vesting.</u> Approval of this Ordinance 2018-22, together with its exhibits, shall not be construed to imply or constitute any vesting or entitlement as to intensity of use (i.e., density) or configuration (i.e., lots, units, roads).

Ordinance, and all se	ctions, parts and provisions of this Ordinance shall be severable.	
	Effective Date. This Ordinance is necessary for the immediate presenter, or welfare of Tooele City and shall become effective immediate presenter publication, by authority of the Tooele City Charter.	
	WHEREOF , this Ordinance is passed by the Tooele City Council this 2018.	day o

or unenforceable, such invalidity or unenforceability shall not affect any other portion of this

Severability. If any section, part or provision of this Ordinance is held invalid

Section 5.

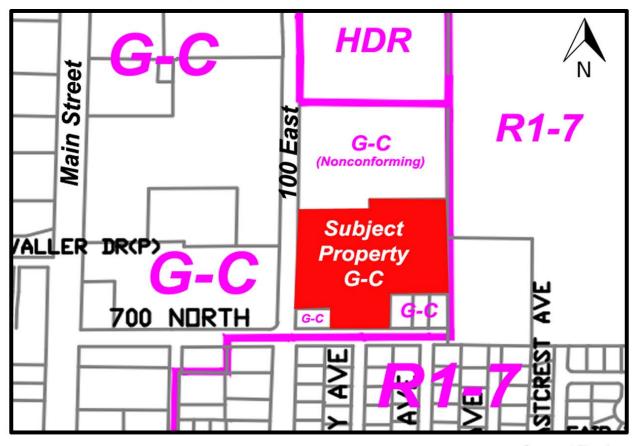
TOOELE CITY COUNCIL

(For)				(Against)
		_		
		_		
		-		
		-		
ABSTAINING:				
(Approved)	MA	YOR OF TOOEL	E CITY	(Disapproved)
ATTEST:		_		
Michelle Y Pitt, City				
Recorder S E A L				
Approved as to Form:	Roge	r Baker. Tooele C	City Attorney	

EXHIBIT A

ZONING MAP

Brady Townhomes Zoning Map Amendment



Current Zoning

EXHIBIT B

REZONE PETITION

Zoning, General Plan, & Master Plan Map Amendment Application Community Development Department

Community Development Department 90 North Main Street, Tooele, UT 84074 (435) 843-2130 Fax (435) 843-2139 www.tooelecity.org



Notice: The applicant must submit copies of the map amendment proposal to be reviewed by the City in accordance with the terms of the Tooele City Code. Once plans for a map amendment proposal are submitted, the plans are subject to compliance reviews by the various city departments and may be returned to the applicant for revision if the plans are found to be inconsistent with the requirements of the City Code and all other applicable City ordinances. All submitted map amendment proposals shall be reviewed in accordance with the Tooele City Code. Submission of a map amendment proposal in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is strongly advised that all applications be submitted well in advance of any anticipated deadlines.

				+18-	124		
Project Information	100						
Date of Submission: 10/02/2018	Current Map Designation	ı: Propos	ed Map Designation: HDR	Parcel #(s): 02-004	4-0-0080		
Project Name: BRADY TOWN				Acres: 5.2	26		
Project Address: 750 NORTH 1	00 EAST, TOOEL	E CITY,	UTAH 84074				
Proposed for Amendment:	g Map General Pla			ZONING			
The project is a high density subdivision. The proposed zoning promotes the goals and objectives of Tooele city by providing flexibility in site and building design, placement of buildings, use of open space. Also, to create opportunities for flexible site planning and development options where the standard lot configuration is not practical or desirable.							
Property Owner(s): Regency Legacy A	Apartments LLC	Applican	t(s): Ensign E	ngineering]		
Address: 1294 Santa Anita I	Drive	Address: 169 North Main Street, Unit 1					
City: Kaysville U	T Zip: 84037	City:	Tooele City	State: UT	Zip: 84074		
Phone: 801-634-4521		Phone: 435-843-3590					
Contact Person: Doug Kins	Address: 169 North Main Street, Unit 1						
Phone: 435-843-3590 City: To			poele City	State: UT	Zip: 84074		
Cellular:	Fax:		Email: dkinsma	n@ensign	utah.com		
*The application you are submitting will become a	public record pursuant to the provision	ons of the Utah Sta	ite Government Records Acces	ss and Management A	et (GRAMA) Vou		

Note to Applicant

Zoning and map designations are made by ordinance. Any change of zoning or map designation is an amendment the ordinance establishing that map for which the procedures are established by city and state law. Since the procedures must be followed precisely, the time for amending the map may vary from as little as $2\frac{1}{2}$ months to 6 months or more depending on the size and complexity of the application and the timing.

2(80732							
For Office Use Only							
App. #:	Fees: 1,526 60	Date Received: 18	Received By:				
0	1,526	189	CVT Wet 003230				
		e Only	Date Received: S Fees: 1,526 App. #:				

[&]quot;The application you are submitting will become a public record pursuant to the provisions of the Urah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing our request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time or may be impossible to complete. If you are an "at-fisk government employee" as defined in Urah Code Ann. § 63-2-2013. please inform the city employee accepting this information. Toole City does not currently share your private, controlled or protected information with any other person or government entity.

Exhibit C Planning Commission Minutes



STAFF REPORT

October 12, 2018

To: Tooele City Planning Commission

Business Date: October 24, 2018

From: Planning Division

Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: <u>Brady Townhomes Zoning Map Amendment – Zoning Map Amendment Request</u>

Application No.: P18-724

Applicant: Doug Kinsman, representing Ensign Engineering

Project Location: 750 N 100 E

Zoning: G-C (General Commercial)

Acreage: 5.26 Acres (Approximately 229,125 ft²)

Request: Request for approval of a Zoning Map Amendment in the G-C (General

Commercial) zone regarding reassignment of the subject property to the

HDR (High Density Residential) zoning district.

BACKGROUND

This application is a request for approval of a Zoning Map Amendment for approximately 5.26 acres located at 750 N 100 E. The property is currently zoned G-C (General Commercial). The applicant is requesting that a Zoning Map be changed on this property from G-C to HDR (High Density Residential) to facilitate the development of the parcel as a residential development with densities up to but not exceeding, 16 units per acre.

There is a 5 acre parcel that is current utlized as a high density residential development but is assigned the G-C General Commercial zoning district. This is a non-conforming use in a commercial zone. It may be prudent for the city to include rezoning this parcel into the rezoning of the Brady Townehomes parcel in order to bring the zoning of the parcel into conformance with the use.

ANALYSIS

General Plan and Zoning. The property has been assigned the General Commercial (GC) zoning classification. This purpose of the G-C zone is to provide and encourage the establishment of a wide variety of retail commercial uses, service commercial activities, entertainment and other services and activities meeting the needs of the residents of the City. The General Commercial District (GC) allows and encourages that retail and service businesses and related uses be grouped together into commercial centers. The uses and activities allowed in this District should enhance employment opportunities, provide for commercial activities and services required by residents of the city and surrounding areas, encourage the efficient use of land, enhance property values and add to the overall strength of the city's tax base. As can be seen on the zoning map properties to the west are zoned General Commercial (GC) and are utilized as such. Properties to the north are also zoned General Commercial but are utilized as a high density residential development which does not conform to the zoning.

The purpose of the High Density Residential (HDR) zone is to "provide an environment and opportunities for high density residential uses, including single family detached and attached residential units,



apartments, condominiums and townhouses." It should be noted that HDR is not a zoning designation nor density that is foreign to this area. Located immediately to the north is a high density residential development that still retains its GC zoning but is non-conforming. A little further north rests more property that is also zoned HDR. Higher density residential zones can act as a buffer zone against lower density single family residential zones against commercial and other high intensity uses. Mapping pertinent to the subject request can be found in Exhibit "A" of this report.

<u>Criteria For Approval</u>. The criteria for review and potential approval of a Zoning Map Amendment request is found in Sections 7-1A-7 of the Tooele City Code. This section depicts the standard of review for such requests as:

- (1) No amendment to the Zoning Ordinance or Zoning Districts Map may be recommended by the Planning Commission or approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Zoning Ordinance or Zoning Districts Map amendment, the applicant shall identify, and the City Staff, Planning Commission, and City Council may consider, the following factors, among others:
 - (a) The effect of the proposed amendment on the character of the surrounding area.
 - (b) Consistency with the goals and policies of the General Plan and the General Plan Land Use Map.
 - (c) Consistency and compatibility with the General Plan Land Use Map for adjoining and nearby properties.
 - (d) The suitability of the properties for the uses proposed viz. a. viz. the suitability of the properties for the uses identified by the General Plan.
 - (e) Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
 - (f) The overall community benefit of the proposed amendment.

REVIEWS

<u>Planning Division Review</u>. The Tooele City Planning Division has completed their review of the Zoning Map Amendment submission and has issued a recommendation for approval for the request with the following conditions.

1. The five acre high-density residential project located north of the subject property be included in the rezoning, changing the zoning of that property from GC General Commercial to HDR High Density Residential.

<u>Engineering Review</u>. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Zoning Map Amendment submission and have issued a recommendation for approval for the request.

<u>Noticing</u>. The applicant has expressed their desire to rezone the subject property and do so in a manner which is compliant with the City Code. As such, notice has been properly issued in the manner outlined in the City and State Codes.

STAFF RECOMMENDATION

Staff recommends approval of the request for a Zoning Map Amendment by Doug Kinsman, representing Ensign Engineering, application number P18-724. This recommendation is based upon the following findings:

- 1. The proposed Zoning Map Amendment the intent, goals, and objectives of the Tooele City General Plan.
- 2. The proposed Zoning Map Amendment the requirements and provisions of the Tooele City Code.
- 3. The proposed Zoning Map Amendment be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
- 4. The public services in the area are adequate to support the subject development.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – "I move we forward a positive recommendation to the City Council for the Brady Townhomes Zoning Map Amendment Request by Doug Kinsman, representing Ensign Engineering to reassign the subject property to the HDR High Density Residential zoning district, application number P18-724, based on the findings listed in the Staff Report dated October 12, 2018:"

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – "I move we forward a negative recommendation to the City Council for the Brady Townhomes Zoning Map Amendment request by Doug Kinsman, representing Ensign Engineering to reassign the subject property to the HDR High Density Residential zoning district, application number P18-724, based on the following findings:"

1. List any findings...

EXHIBIT A

MAPPING PERTINENT TO THE BRADY TOWNHOMES ZONING MAP AMENDMENT ZONING MAP AMENDMENT

Brady Townhomes Zoning Map Amendment



Brady Townhomes Zoning Map Amendment

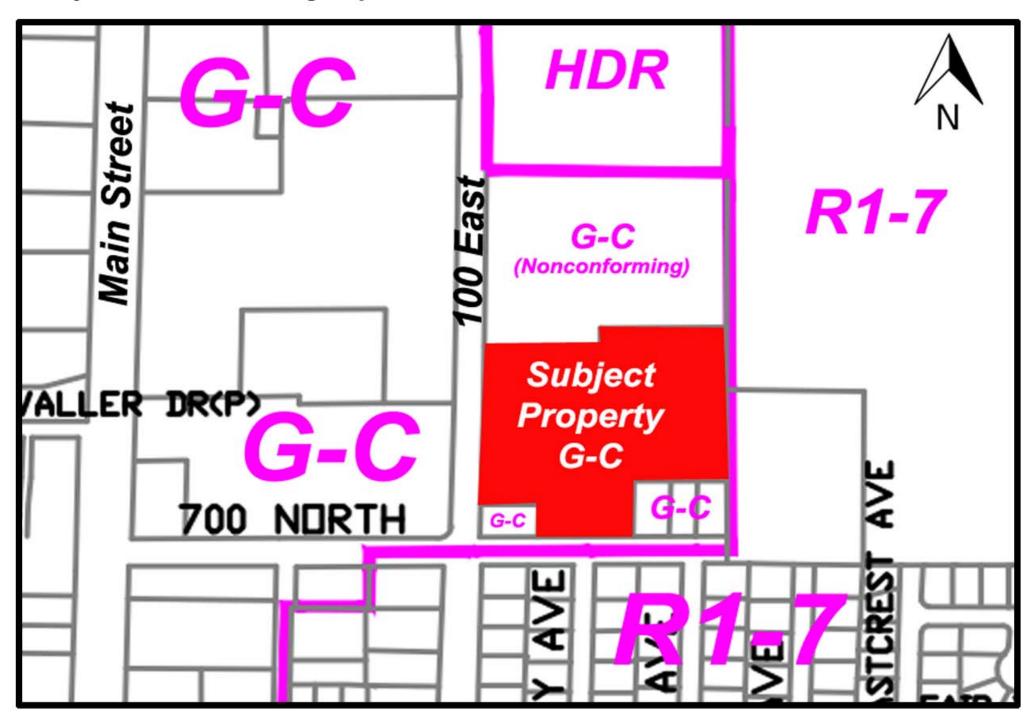


EXHIBIT B

PROPOSED DEVELOPMENT PLANS APPLICANT SUBMITTED INFORMATION



Zoning, General Plan, & Master Plan Map Amendment Application Checklist

Civil Engineering Structural Design Land Surveying Water Design Planning

Zoning Map

1. What is the present zoning of the property?

The present zoning of the property is GC.

2. Explain how the proposed zoning is consistent with the current land use designation.

The proposed zoning HDR is a high density residential zone which will allow it to be consistent with the apartments to the north and the HDR zone to the north of the apartments.

Explain how the proposed zoning is similar or compatible to the current zoning in the surrounding area.

The surrounding area is zoned HDR.

4. Explain how the proposed zoning is suitable for the existing uses of the subject property(s).

The subject property is currently not being used, it is all open space. This zoning change would allow us to use the space in a cohesive manner relative to its surroundings.

5. Explain how the proposed zoning promotes the goals and objectives of Tooele City.

The proposed zoning promotes the goals and objectives of Tooele City by providing flexibility in site and building design, placement of buildings, use of open space. Also, to create opportunities for flexible site planning and development options where the standard lot configuration is not practical or desirable.

6. What do you anticipate the land being used for?

We anticipate the land being used for townhomes.

7. Explain how the proposed land use designation would affect property, surrounding properties, and Tooele city.

The proposed HDR would allow us to use land that is adjacent to apartments, and allow us to put townhomes where there is currently open land. It would affect the surrounding properties by having more townhomes on 100 east street. It would affect Tooele city by allowing more people to live closer to down town Tooele.

8. What master plan are you proposing to amend?

We are proposing to amend the Tooele City Map "Zoning Map".

RICHFIELD

Zoning, General Plan, & Master Plan Map Amendment Application

Community Development Department 90 North Main Street, Tooele, UT 84074 (435) 843-2130 Fax (435) 843-2139 www.tooelecity.org



P18-724

Notice: The applicant must submit copies of the map amendment proposal to be reviewed by the City in accordance with the terms of the Tooele City Code. Once plans for a map amendment proposal are submitted, the plans are subject to compliance reviews by the various city departments and may be returned to the applicant for revision if the plans are found to be inconsistent with the requirements of the City Code and all other applicable City ordinances. All submitted map amendment proposals shall be reviewed in accordance with the Tooele City Code. Submission of a map amendment proposal in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is strongly advised that all applications be submitted well in advance of any anticipated deadlines.

Project Information							
Date of Submission: 10/02/201	18 Curre	ent Map Designation: GC	Propose	ed Map Designation: HDR	Parcel #(s): 02-004-0-0080		
Project Name: BRADY TOW	NHOME	S			Acres: 5.2	26	
Project Address: 750 NORTH	1 100 EA	ST, TOOELE	CITY, U	JTAH 84074			
Proposed for Amendment:	ing Map	☐ General Plar	n 🛮 Mas	ster Plan:	ZONING		
The project is a high density subdivision. The proposed zoning promotes the goals and objectives of Tooele city by providing flexibility in site and building design, placement of buildings, use of open space. Also, to create opportunities for flexible site planning and development options where the standard lot configuration is not practical or desirable.							
Property Owner(s): Regency Legacy	y Apartm	ents LLC	Applican	t(s): Ensign E	ngineering		
Address: 1294 Santa Anita	a Drive		Address: 169 North Main Street, Unit 1				
City: Kaysville	State: UT	Zip: 84037	City: T	ooele City	State: UT	^{Zip:} 84074	
Phone: 801-634-4521 Phone: 435-843-3590							
Contact Person: Doug K		Address: 169 North Main Street, Unit 1					
Phone: 435-843-3590 City: Tooele City State: Zip: 840						Zip: 84074	
Cellular:	Fax:			^{Email:} dkinsma	n@ensignı	utah.com	

Note to Applicant:

Zoning and map designations are made by ordinance. Any change of zoning or map designation is an amendment the ordinance establishing that map for which the procedures are established by city and state law. Since the procedures must be followed precisely, the time for amending the map may vary from as little as $2\frac{1}{2}$ months to 6 months or more depending on the size and complexity of the application and the timing.

		2(8073	2					
For Office Use Only								
Received By:	Date Received: / \8	Fees: 1,526 60	App. #:					
Wet 00373	984							

^{*}The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time or may be impossible to complete. If you are an "at-risk government employee" as defined in *Utah Code Ann.* § 63-2-302.5, please inform the city employee accepting this information. Tooele City does not currently share your private, controlled or protected information with any other person or government entity.

EXHIBIT C Rezone Ordinance 2018-22