



**NOTICE OF A REGULAR SESSION
OF THE VINEYARD CITY COUNCIL MEETING
August 28, 2019 at 6:00 PM**

Public Notice is hereby given that Vineyard City Council will hold a regular session on Wednesday, August 28, 2019, at 6:00 pm in the Vineyard City Council Chambers, 125 South Main Street, Vineyard, Utah. The agenda will consist of the following:

AGENDA

Presiding Mayor Julie Fullmer

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION/INSPIRATIONAL THOUGHT – to be announced.

2. PRESENTATIONS

2.1 Vineyard Open Space Corridor Plan

(15 minutes)

Briam Amaya Perez (University of Utah Masters of City and Metropolitan Planning student) will present and lead a discussion regarding his Vineyard Open Space Corridor Plan with the City Council.

2.2 CAMU UPDATE

(15 minutes)

Mark Wiltse and Mark Rupnow from US Steel will give an update on the progress of the CAMU.

3 PUBLIC COMMENTS – Citizens' Comments

(15 minutes)

“Public Comments” is defined as time set aside for citizens to express their views for items not on the agenda. Each speaker is limited to three minutes. Because of the need for proper public notice, immediate action **cannot** be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.

4 MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

5 STAFF, COMMISSION, AND COMMITTEE REPORTS

(3 minutes each)

- City Manager – Jacob McHargue
- City Recorder – Pamela Spencer
- Planning Commission Chair – Cristy Welsh
- Heritage Commission – Resident Tim Blackburn – Commission Chair – Heritage Days wrap up report

6 DISCUSSION ITEMS

No items were submitted.

7 CONSENT ITEMS

No items were submitted.

8 MAYOR'S APPOINTMENTS

No names were submitted.

9 BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – Commercial Property Assessed Clean Energy (C-PACE) District Governing Body Participation Agreement (Resolution 2019-11)

(15 minutes)

Theddi Chappell, Director of Utah C-PACE will present an agreement and resolution for the city's participation in the C-PACE Governing Body Participation Agreement. The mayor and City Council will act to approve (or deny) this request by resolution.

9.2 DISCUSSION AND ACTION – Human Resource Services Contract

(15 minutes)

City Manager Jacob McHargue is requesting approval of a contract for human resource services with FACIL HR. The mayor and City Council will take appropriate action.

9.3 DISCUSSION AND ACTION – Policy and Procedures Manual Amendment (Resolution 2019-12)

(15 minutes)

City Manager Jacob McHargue will present suggested amendments to the Vineyard Personnel Policies and Procedures Manual. The mayor and City Council will act to approve (or deny) this request by resolution.

9.4 PUBLIC HEARING – Zoning Code Text Amendments (ORD 2019-06)

(15 minutes)

The city of Vineyard is proposing zoning text amendments for ADU requirements (15.34.060), permitting accessory structures within street side yards of corner lots (15.34.050). (A public hearing was held on August 14, 2019, where these items were continued for future discussion.) The mayor and City Council will vote to approve (or deny) this request by ordinance.

9.5 DISCUSSION AND ACTION – Municipal Code Text Amendments (Ordinance 2019-07)

(15 minutes)

Community Development Director Morgan Brim will present recommended changes to the Municipal Code regarding animal leash and defecation laws. The mayor and City Council will act to approve (or deny) this request by ordinance.

9.6 PUBLIC HEARING – Amend the Consolidated Fee Schedule (Resolution 2019-13)

Assistant Finance Director/Treasurer Mariah Hill will present recommended amendments to the Consolidated Fee Schedule. The mayor and City Council will act to approve (or deny) this request by resolution.

10 CLOSED SESSION

The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of:

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining
- (c) strategy sessions to discuss pending or reasonably imminent litigation
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property
- (e) strategy sessions to discuss the sale of real property

11 ADJOURNMENT

This meeting may be held electronically to allow a councilmember to participate by teleconference.

The next regularly scheduled meeting is Sept 11, 2019.

The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (801) 226-1929.

I the undersigned duly appointed Recorder for Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Salt Lake Tribune, posted at the Vineyard City Hall, the Vineyard City Offices, the Vineyard website, the Utah Public Notice website, and delivered electronically to city staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: August 27, 2019

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer

PAMELA SPENCER CITY RECORDER



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 08/28/2019

Agenda Item: 9.1 C-PACE

Department: Administration

Presenter: Theddi Chappell

Background/Discussion:

C-PACE is a program that can make it easier for developers to finance energy improvements for both new construction projects and existing buildings. C-PACE was one of the prominent subjects discussed by the Utah Clean Air Task Force in 2018, because energy improvements can lead to cleaner air for Utah County. In addition, C-PACE can serve as an economic development tool for municipalities that opt in to the C-PACE district.

Fiscal Impact:

The decision to allow C-PACE financing in the city will have a positive impact from an economic development perspective.

Recommendation:

Staff recommendation is that the council allow staff to sign the agreement to participate in the C-PACE program with the Governors Office of Energy Development.

Sample Motion:

I make a motion to approve resolution 2019-11, and allow staff to sign the participation agreement with the Office of Energy Development.

Attachments: Participation Agreement

Exhibit A

C-PACE Governing Body Participation Agreement

THIS C-PACE GOVERNING BODY PARTICIPATION AGREEMENT (the “**Agreement**”) is made and entered into as of the ____ day of _____, 2019, by and between Vineyard, a political subdivision of the State of Utah (the “**CITY**”), and the **GOVERNOR’S OFFICE OF ENERGY DEVELOPMENT (“OED”)**, an independent body corporate and politic of the State of Utah responsible for the C-PACE District established under Utah Code Ann. § 11-42a (2017) (the “**Act** ”) (each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, Section 11-42a-103 of the Utah Code established commercial property assessed clean energy financing in the State of Utah; and,

WHEREAS, Section 11-42a-106 of the Utah Code established the “**C-PACE District**,” and OED, through the C-PACE District facilitates financing for eligible building improvements to commercial, mining, manufacturing, public/private club, lodging, industrial, agricultural, and multifamily properties (with five or more rentable units) by using a voluntary energy assessment to provide security for repayment of the financing. OED may delegate its powers under this chapter to a third party to assist in administering and directing the operation of the C-PACE District; and,

WHEREAS, Section 11-42a-106 of the Utah Code directs OED to “administer” the C-PACE District,

WHEREAS C-PACE District may only operate within the jurisdiction of the Vineyard, Utah if the City Council (the “**Council**”), acting in its capacity as the governing body of Vineyard, Utah, has made a written request to OED authorizing the creation of an energy assessment area, as defined in Section 11-42a-102(10) of the Utah Code, and the financing of an improvement within that energy assessment area (the “**Request**”), and,

WHEREAS, the Request may take the form of a resolution authorizing OED to administer the C-PACE District within Vineyard and authorizing Vineyard to enter into this Agreement with OED or alternatively, a Vineyard executive or administrator may authorize the designation of an energy assessment area in lieu of an ordinance or resolution; and,

WHEREAS, the Council has formally made a Request through the adoption of the resolution set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in order to effectuate the purposes of the Act, it is hereby agreed as follows:

Section 1. Definitions

(a) “**Application**” means a request by the Owner of a Participating Property for financing through the C-PACE District.

(b) “**Assessment**” means a voluntary energy assessment as defined in Section 11-42a-102 of the Utah Code.

(c) “**Energy Assessment Lien**” means a lien on property within an energy assessment area authorized by the Statute, as defined in Section 11-42a-102 of the Utah Code.

(d) “**Commercial Building**” means any commercial or industrial real property, including residential buildings containing five or more dwelling units for rent, as defined in Section 11-42a-102 of the Utah Code.

(e) “**Eligible Improvements**” means one or more publicly or privately-owned energy efficiency upgrade, renewable energy system, battery storage system, and/or electric vehicle charging infrastructure, made to Participating Property, as specified in the Statute.

(f) “**Owner**” means the owner of the Participating Property.

(g) “**Participating Property**” means a Commercial Building that (a) directly benefits from Eligible Improvements, (b) whose owner has voluntarily consented to its inclusion within the energy assessment area, and (c) is located within an energy assessment area.

(h) “**Program Guide**” means the OED-created guide document intended provide information on the C-PACE program.

Section 2. Obligations of OED.

(a) Program Requirements.

Pursuant to the Act, OED:

(1) shall develop a Program Guide that governs OED's administration of the C-PACE District. OED may serve as a facilitator for the purpose of securing third-party financing for Eligible Improvements pursuant to the Statute; and

(2) shall receive and review Applications submitted by Owners of Participating Properties for financing of Eligible Improvements, and approve or disapprove such Applications in accordance with the Statute.

(b) Application Requirements.

If an Owner makes an Application for financing through the C-PACE District for Eligible Improvements under the Statute, OED shall review the Application against the requirements in Statute.

(c) Financing Agreement.

The party providing the financing (the "**Capital Provider**") may enter into a Financing Agreement with the Owner of Participating Property (the "**Financing Agreement**"). OED or its agent shall confirm that the Financing Agreement clearly states the amount financed, which may not exceed the sum of: 1) the cost of the energy improvements; 2) overhead costs not to exceed 15% of the contract price or estimated contract price of the cost of the energy improvements; 3) an amount for contingencies of not more than 10% of the contract price of the improvements if financed prior to the completion of the energy improvements; 4) capitalized interest; and, 5) an amount sufficient to fund a reserve OED shall confirm:

- 1) that the Capital Provider discloses to the Owner the costs and risks associated with participating in the C-PACE District, including risks related to the failure of the Owner to pay the Assessment provided for in the Financing Agreement;
- 2) that the Capital Provider discloses to the Owner the effective interest rate on the Assessment, including other fees and charges imposed by OED to administer the C-PACE District as well as any fees charged

by the Capital Provider. The Owner must be informed that each Eligible Improvement, regardless of its useful life, may be bundled with other such improvements on the Participating Property for purposes of an Assessment and paid for over the Assessment term.

(d) Establish Assessments and Assessment Units.

With respect to each Assessment placed on a Participating Property, OED shall confirm that the CITY receives relevant information from the Capital Provider and Owner pertaining to the amount of the Assessment needed to construct the energy improvements. OED, in conjunction with the CITY, shall approve the specifics of the applicable Assessment including, without limitation, the amount of the Assessment, term, interest rate and repayment dates in accordance with the Act. In no event shall the amount of any Assessment exceed the value of: (a) the Assessment benefit provided to the Participating Property, or (b) the Participating Property, as provided in the Act. Costs incurred for any property not approved to participate in the C-PACE District may not be included in a certified Assessment roll.

(3) OED will review the application against the requirements for the designation of an energy assessment area in Section 11-42a-202 of the Act.

(4) OED shall confirm that the Capital Provider files and records the Energy Assessment Lien and Assignment in the public land records of the CITY.

(5) OED shall draft the Energy Lien and Assessment, Assignment and Financing Agreement for the review, approval and signature of CITY, Property Owner and Third-Party Lender.

Section 3. Obligations of the CITY.

(a) Promotion of Program; Assistance to the C-PACE District.

The CITY shall use good faith efforts to assist OED in marketing efforts and outreach to the local business community to encourage participation in the C-PACE District, such as including C-PACE District information on the CITY's website, distributing an informational letter from appropriate CITY officials to local businesses regarding the program, and conducting one or more business roundtable events.

(b) Designation of an energy assessment area.

An energy assessment area means an area containing only the commercial or industrial real property of owners who have voluntarily consented to an assessment under the Act for the purpose of financing the costs of improvements that benefit the property within the energy assessment area.

The CITY may adopt an energy assessment area by ordinance or resolution or, in the alternative, the CITY's executive or administrator may authorize the designation of an energy assessment area and the levying of an assessment lien.

(c) Energy Assessment Lien and Assignment

The CITY shall enter into an Energy Assessment and Lien with the Property Owner. The Assessment and Lien shall reflect the amount provided by the Capital Provider to construct the energy improvement.

Contemporaneously with execution of the Energy Assessment and Lien, the CITY may assign, pursuant to an Assignment of Energy Assessment Lien of even date therewith, all of its right, title and interest in and to the Energy Assessment and Lien to the Capital Provider.

Section 5. Billing and Collection of Assessments.

Upon assignment of the Energy Assessment Lien from CITY to the Capital Provider, the Owner shall be instructed to make all Assessment payments directly to the Capital Provider pursuant to a Financing Agreement. OED shall confirm that the Financing Agreement states that, the Capital Provider shall be responsible, for all billing, collection, enforcement and administrative duties with respect of each of the Assessment payments and the Energy Assessment Lien.

Section 6. Term and Termination.

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the Assessments have been paid in full or deemed no longer outstanding. The CITY may adopt a resolution de-authorizing OED from administering the C-PACE District within its jurisdiction. If the Council adopts a de-authorizing resolution, the CITY shall continue to meet all of its obligations under this

Agreement and the Statute, as to all Assessment obligations existing on the effective date of the de-authorizing resolution until any and all outstanding Assessments have been paid in full and remitted to the Capital Provider.

Section 7. Default.

Each Party shall give the other Party written notice of any breach of any covenant or term of this Agreement and shall allow the defaulting Party thirty (30) calendar days from the date notice is received to cure any such default or, if it cannot be cured within the thirty (30) days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other Party of the actual cure of any such default. The Parties shall have all other rights and remedies provided by law and equity, including, but not limited to, specific performance.

Section 8. Miscellaneous Provisions.

(a) Amendment and Termination.

This Agreement may only be amended by a written instrument executed by each of the parties.

(b) Severability.

If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section shall not affect the remaining clauses, provisions or sections, and this Agreement shall be construed and enforced as if the illegal or invalid clause, provision or section had not been contained in it.

(c) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(d) Notices.

All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery

service, to the Parties, as follows:

If to the CITY:

With a Copy to:

If to OED:

C-PACE District

c/o Utah Governor's Office of Energy Development

P.O. Box 144845

Salt Lake City, UT 84114

Attention: Brooke Tucker

With a Copy to:

Brian McCarter, Sustainable Real Estate Solutions, Inc. (SRS)

100 Technology Drive, Suite 209

Trumbull, CT 06611

bmccarter@paceworx.com

(e) Amendment.

Except as otherwise set forth in this Agreement, any amendment to any provision of this Agreement must be in writing and mutually agreed to by OED and the CITY.

(f) Applicable Law and Venue.

This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Utah. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the Third District Court of CITY, State of Utah.

(g) Entire Agreement.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement. In the event of any conflict between the Program Guide and this Agreement, the terms of this Agreement shall control.

(h) Headings.

The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

(i) Changes in Law or Regulation.

Notwithstanding any other provision in this Agreement, this Agreement is subject to such modifications as may be required by changes in federal or Utah state law, or their implementing regulations. Any such required modification shall automatically be incorporated into and made a part of this Agreement on the effective date of such change, as if fully set forth herein.

(j) Third-Party Beneficiaries.

It is specifically agreed among the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain any claim under this Agreement. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed by law.

(k) No Waiver of Rights.

A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

(l) No Waiver of Governmental Immunity.

Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the CITY or to OED, their officials, employees, contractors, or agents, or any other person acting on behalf of the CITY or OED.

(m) Independent Entities.

The Parties shall perform all services under this Agreement as independent entities and not as an agent or employee of the other Party. It is mutually agreed and

understood that nothing contained in this Agreement is intended, or shall be construed as, in any way establishing the relationship of co-partners or joint ventures between the Parties hereto, or as construing either Party, including its agents and employees, as an agent of the other Party. Each Party shall remain an independent and separate entity. Neither Party shall be supervised by any employee or official of the other Party. Neither Party shall represent that it is an employee or agent of the other Party in any capacity.

DRAFT

IN WITNESS WHEREOF, the CITY and OED have each caused this Agreement to be executed and delivered as of the date indicated above:

VINEYARD CITY

By: _____
Jacob McHargue, City Manager

APPROVED AS TO FORM:

UTAH GOVERNOR'S OFFICE OF ENERGY DEVELOPMENT

By: _____
Laura Nelson, Executive Director

Exhibit B

Resolution No. 2019-11

**A RESOLUTION CONCERNING THE AUTHORIZATION OF OED TO
CONDUCT THE COMMERCIAL PROPERTY ASSESSED CLEAN
ENERGY DISTRICT (C-PACE DISTRICT), WITHIN VINEYARD, UTAH**

RECITALS

A. Utah Code Ann. § 11-42a (2017) (the “**Statute**”) establishes the **GOVERNOR’S OFFICE OF ENERGY DEVELOPMENT (“OED”)**, an independent body corporate and politic of the State of Utah, and establishes the “**C-PACE District**” and further provides for the creation of new energy improvement financing, which OED has named “C-PACE” or Commercial Property Assessed Clean Energy.

B. Pursuant to Section 11-42a-106 of the Utah Code, OED may only “establish and administer” the C-PACE District in each jurisdiction upon a request by the governing body of that jurisdiction to OED to create an energy assessment area and finance an improvement within that energy assessment area.

C. The Vineyard City Council (the “**Council**”), acting as the governing body of Vineyard, Utah (“Vineyard”), wishes to request and authorize OED to administer projects through the C-PACE District in Vineyard.

D. OED and Vineyard have agreed on the terms of the C-PACE Governing Body Participation Agreement in the form attached hereto (the “**Participation Agreement**”).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Vineyard, Utah, as follows:

Section 1. The Council hereby authorizes OED to create within the Vineyard energy assessment areas in accordance with Title 11, Chapter 42(a) of the Utah Code to enable the financing by third-party lenders of eligible improvements within designated energy assessment areas.

Section 2. The Council hereby authorizes the Governor’s Office of Energy Development (“**OED**”) to establish and administer the C-PACE District within the Vineyard Body in accordance with the Participation Agreement.

Section 3. The Council hereby: (a) adopts the above recitations as findings of the Council; (b) authorizes the Vineyard City Attorney, in consultation with the Vineyard City Manager, to make such changes as may be needed to the Participation Agreement in order to correct any nonmaterial errors or language that do not materially increase the obligations of Vineyard; (c) authorizes the Vineyard City Manager to execute the Participation Agreement following review and approval by the Vineyard City Attorney; and (d) authorizes the Mayor, City Manager, or designee to execute any and all other necessary

letters, orders, or documents as may be required to facilitate the successful implementation of the C-PACE District in Vineyard.

PASSED, APPROVED AND ADOPTED on this ____ day of _____, 2018.

VINEYARD CITY COUNCIL

Julie Fullmer
Mayor

ATTEST:

Pamela Spencer
City Recorder

APPROVED AS TO FORM:

David Church
City Attorney



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 08/28/2019

Agenda Item: 9.2 HR Contract Services

Department: Administration

Presenter: Jacob McHargue

Background/Discussion: The city has been operating with the city manager filling the HR role, as the city has grown this has become more and more difficult. We have discussed different options for how to handle HR, we do not believe that we are to the point that we would need a full time HR manager in the city, so contracting is a good option for us right now.

I met with Albert Foster who owns a company called FacilHR he is willing to offer the following services to the city which I believe would fit what we need now.

- Unlimited telephone and email support. (he will handle employee concerns & grievances)
- HR Audit of all employee policies, practices, and procedures
- Policy and employee handbook development and continual review
- Access to forms database and creation of new forms
- Monthly onboarding and new employee training
- Quarterly staff and management training

Fiscal Impact: \$6,000

Recommendation:

We recommend that the council allow staff to sign a contract with FacilHR.

Sample Motion:

I make a motion that we approve the city manager to sign the contract with FacilHR.

Attachments:

Proposed Contract



Albert is the president of Facil HR, a human resource consulting firm which specializes in policy, compliance, and employee relations. For the past 15 years, Albert has consulted over 125 large and small businesses from Vermont to California on ways to keep them compliant, productive, and respected in their operations and industries. After working for Arthur J Gallagher, the third largest consulting firm in the world, and earning a Master's in Human Resources from Utah State University in 2012, Albert started Facil HR in 2015. Facil is Latin for easy, and that is his intent, to make HR easy and relieve some of the administrative nightmares that small to mid-sized organizations consistently face. Albert was recently hired by Wasatch Mental Health in Provo as their HR director. Albert characterizes himself as an avid mountain biker, marginal golfer, and a devoted husband and father.

Past Projects

Alpine City – HR audit, policy re-write, handbook creation

Beaver City – HR audit, policy re-write, handbook creation

Cottonwood Improvement District – HR audit, policy re-write

Central Utah Behavioral Health – HR audit, policy re-write

Daggett County – HR audit, policy re-write, handbook creation

Dixie Power – HR audit, policy re-write

Four Corners Behavioral Health – HR audit, policy re-write

Garkane Energy – HR audit, policy re-write, handbook creation

Grand County – HR audit, policy re-write

Metro Security – HR audit, policy re-write

Mountainland AOG – HR audit, policy re-write, handbook creation

Mtn Insulation – HR audit, policy re-write, handbook creation

Murray City – HR audit, policy re-write

Northeastern Counseling Center – HR audit, policy re-write, handbook creation

Roosevelt City – Policy re-write

Roy City – HR audit, policy re-write

Six County AOG – HR audit, policy re-write, handbook creation

Snyderville Basin Reclamation District – HR audit, policy re-write

Sundance Bay – HR audit, policy re-write, handbook creation

Current Retainers

Daggett County

Dixie Power

Garkane Energy

Grand County

Four Corners Behavioral Health

Blackburn Jones

Client Service Agreement

THIS SERVICES AGREEMENT (the Agreement) is made effective September 1, 2019, by and between Facil HR and Vineyard City with corporate offices in Vineyard Utah.

THE PARTIES AGREE AS FOLLOWS:

Scope of Services

1.1 Facil HR will provide Vineyard City, with consulting services as mutually agreed upon and described in the attached Statement of Work. All consulting services to be provided hereunder will be referred to as Services. The parties may use this Agreement for multiple Statements of Work. Each Statement of Work must reference this Agreement.

1.2 Statements of Work will be written documents setting forth at a minimum:

- a. A complete, sufficiently-detailed description of the types of Services to be rendered;
- b. The applicable billing rates for the Services to be rendered (Services Fees); and
- c. Any additional terms and conditions to which the parties may agree.

1.3 The parties contemplate that it may be desirable to make changes to the Statement(s) of Work. Before performing any work associated with any such change, a written Change Order shall set forth the necessary revisions to the Statement(s) of Work, and the parties, shall agree in writing that such work constitutes a change from the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the Change Order. Each Change Order shall be numbered serially and executed by Facil HR and Vineyard City.

1.4 Executive Staff of Vineyard City and Facil HR will review the status of the Services, Statement(s) of Work, Change Orders, invoices and estimates as may be required. A written status report will be produced regarding the review. Facil HR and Vineyard City agree to execute and maintain copies of these status reports.

Obligations.

2.1 Vineyard City will provide other support services to Facil HR as both the City and Facil HR subsequently agree.

Services and Fees and Expenses.

3.1 Vineyard City shall be responsible for all Service Fees as identified in the applicable Statement(s) of Work (and Change Orders, as applicable) as those Services are provided.

3.2 Facil HR will invoice Vineyard City for the Services Fees on a monthly basis. Vineyard City agrees to remit full payment to Accounts Payable promptly upon its receipt of the invoice.

Term and Termination.

4.1 This Agreement shall commence as of the Agreement Date above and shall remain in force through June 30, 2020. Unless otherwise notified 60 days in advance of the termination date by either party, the contract will automatically renew for another 12 months at the same monthly rate.

Proprietary Rights: Confidential Information.

5.1 Facil HR agrees that the work produced from the Services provided to Vineyard City hereunder, shall be owned by Vineyard City. Nothing contained in this Section 5.1 shall be construed as prohibiting Facil HR utilizing in any manner, knowledge and experience of a general nature acquired in the performance of Services for Vineyard City.

5.2 Confidential Information includes all information identified by a disclosing party as proprietary and confidential, which Confidential Information shall remain the sole property of the disclosing party unless the ownership of such Confidential Information is otherwise expressly set forth in the Agreement. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

5.3 Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those, Facil HR or Vineyard City, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the Confidential Information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this Agreement.

5.4 Each party acknowledges that the wrongful use or disclosure of Confidential Information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this Agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

Warranties

6.1 Facil HR warrants that the Services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. Vineyard City agrees that Facil HR's sole and exclusive obligation with respect to the Services covered by this limited warranty shall be, at Facil HR's sole discretion, to correct the nonconformity or to refund the Services Fees paid for the affected executive consulting services.

General Provisions

7.1 The relationship of Vineyard City and Facil HR is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.

7.2 No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

7.3 Any assignment in violation of these terms is void.

7.4 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise.

7.5 All communications between the parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by personal delivery or by airmail, facsimile transmission or other commercial means of rapid delivery, postage or costs of transmission and delivery prepaid, to Vineyard City or to Facil HR as set forth in the preamble of this Agreement, until such time as either party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

7.6 The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of ; provided, however, that if any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement shall otherwise remain in full force. After arbitration, as specified in Section 7.4, any suit to enforce any provision of this Agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in . Facil HR and Vineyard City agree and consent to the venue in and to the in person jurisdiction of the aforementioned courts.

7.7 Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Agreement. All provisions of this Agreement which by their own terms take effect upon the termination of this Agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 6, 7) shall survive such termination.

7.8 This Agreement, all attached schedules and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing Services to Vineyard City. Vineyard City hereby acknowledges that it has not reasonably relied on any other representation or statement that is not contained in this Agreement or made by a person or entity other than Facil HR. To the extent, if any, that the terms and conditions of Vineyard City's orders or other correspondence are inconsistent with this Agreement, this Agreement shall control.

Amendment: This Agreement is voluntarily entered into and is at-will. That is, either party is free to terminate the Consulting Agreement at will, at any time, with or without cause. Nothing contained in any company documents shall in any way modify this at-will policy, and the at-will policy cannot be modified in any way by oral or written representation made by anyone employed by Vineyard City. Upon termination of this Agreement, Consultant must return all documentation, equipment or other materials provided by Vineyard City during the term of this Agreement.

Statement of Work

THIS Statement of Work is made effective September 1, 2019, by and between FACIL HR and Vineyard City with corporate offices in Vineyard Utah.

Description of Services:

Unlimited telephone and email support

HR Audit of all employee policies, practices, and procedures

Policy and employee handbook development and continual review

Access to forms database and creation of new forms

Monthly onboarding and new employee training

Quarterly staff and management training

Billing Rate

Monthly Rate - \$500.00

This statement of work is effective begin date through end date.

3. Additional Terms and Conditions:

This Statement of Work serves as an Exhibit to the Services Agreement. Services outside of the scope of the monthly retainer will billed at a separate rate, agreed upon before the services are provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Date first above written.

Vineyard City:

Facil HR

BY: _____

BY: _____

NAME:

NAME: Albert Foster

TITLE: President



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 08/28/2019

Agenda Item: 9.3 Policy Manual

Department: Administration

Presenter: Jacob McHargue & David Church

Background/Discussion: We are proposing some updates to the policy manual, two of them were requested by the Mayor and one is a response to a legislative change.

The mayor requested that she be removed from the employee grievance process and the Sexual Harassment complaint process.

During the 2019 legislative session HB163 was passed in regards to the personal use of public property. This bill requires cities to have a formal policy allowing de-minimus use of public property by public employees. We are proposing such a policy and adding it to our policy manual.

Fiscal Impact: N/A

Recommendation:

We recommend that the council approve the changes as shown in the policy manual.

Sample Motion:

I make a motion that we approve resolution 2019-12 to adopt the personnel policy manual with the recommended changes.

Attachments:

RESOLUTION NO. 2019-12

A RESOLUTION AMENDING THE PREVIOUSLY ADOPTED PERSONNEL POLICIES
AND PROCEDURES MANUAL FOR VINEYARD, UTAH

WHEREAS, the Vineyard City Council desires to have consistent policies for its employees and to promote a work place that is safe and professional; and

WHEREAS, the Vineyard City Council desires to amend the previously adopted Personnel Policies and Procedures Manual,

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF VINEYARD
AS FOLLOWS:

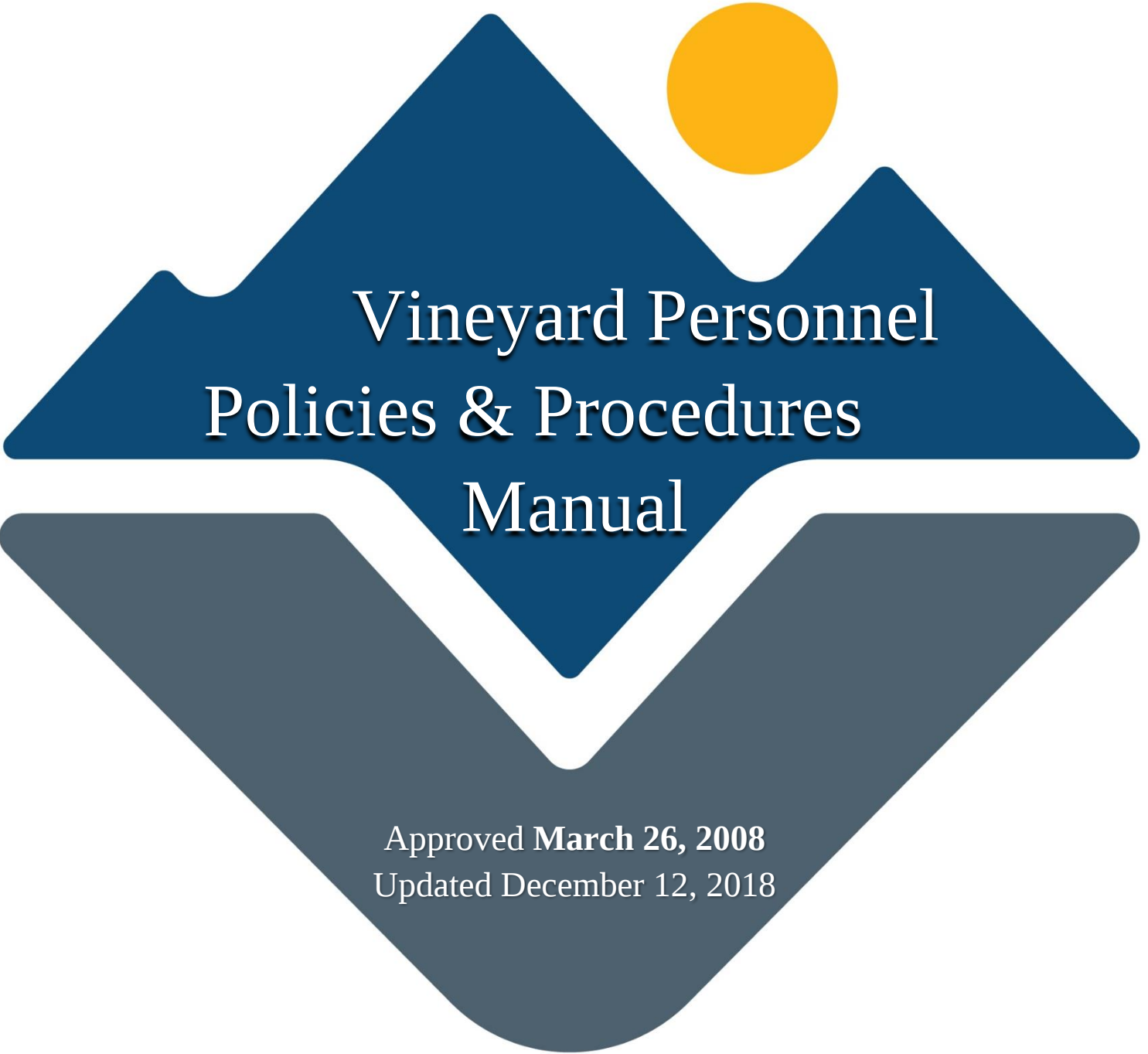
1. The Vineyard Policies and Procedure Manual will be amended as shown in exhibit A.
2. This resolution shall take effect upon passing.

Passed and dated this 28th day of August, 2019.

Julie Fullmer, Mayor

Attest:

Pamela Spencer, City Recorder



Vineyard Personnel Policies & Procedures Manual

Approved **March 26, 2008**
Updated December 12, 2018

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

PREFACE

It is the policy of Vineyard to establish reasonable rules of employment conduct (i.e., guidelines for management and employees to follow) and to ensure compliance with these rules through a program consistent with the best interests of Vineyard and its employees. THIS MANUAL IS NOT, AND SHALL NOT BE CONSTRUED AS, AN EXPLICIT OR IMPLIED CONTRACT, SHALL NOT MODIFY ANY EXISTING AT-WILL STATUS OF ANY VINEYARD EMPLOYEE, AND SHALL NOT CREATE ANY DUE PROCESS REQUIREMENT IN EXCESS OF FEDERAL OR STATE CONSTITUTIONAL OR STATUTORY REQUIREMENTS. THE TERM “AT-WILL” MEANS EMPLOYEES CAN TERMINATE OR BE TERMINATED AT WILL. EXCEPTIONS ARE EMPLOYEES HAVING WRITTEN CONTRACTS SIGNED BY THE MAYOR OF VINEYARD.

It is also the policy of Vineyard to comply with Federal and State Equal Employment Opportunity guidelines. All employment decisions will be made without unlawful regard as to race, color, religion, sex, national origin, age, or disability. To this end, Vineyard will not engage in any unlawful discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, age, or veteran status, and will ensure that applicants and employees are treated without unlawful regard to these characteristics.

Additionally, it is the policy of Vineyard to strive for safety in all activities and operations, and to carry out the commitment of compliance with health and safety laws applicable to Vineyard by enlisting the help of all employees to ensure that public and work areas are free of hazardous conditions.

Vineyard reserves the right to change any of its policies and/or procedures at any time in the future for any reason. Therefore, if you have suggestions or comments concerning the content of this manual, please submit them, in writing, to your immediate supervisor or department head for review. Thank you.

INTRODUCTION

Welcome,

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

Please be advised that it is the obligation of each employee of Vineyard to conduct themselves in conformity with the principle of Equal Employment Opportunity at all times. All employment activities including, but not limited to, advertising, recruitment, hiring, promotion, demotion, transfer, disciplinary action, layoff, termination, compensation, and training, shall be conducted without unlawful regard to race, color, religion, sex, sexual orientation, national origin, age, or disability.

Finally, no employee, officer, agent or other representative of Vineyard has any authority to enter into any agreement for employment for any specified period of time or to make any agreement or representation, verbally or in writing, which alters, amends, or contradicts the provisions of this Personnel Policies and Procedures Manual.

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SECTION I: EQUAL EMPLOYMENT OPPORTUNITY (EEO)

1. General Policy

It is the policy of Vineyard to comply with Equal Employment Opportunity standards in all phases of personnel administration: job structuring, recruitment, examination, selection, appointment, placement, training, upward mobility, discipline, etc., without unlawful regard to race, color, religion, sex, sexual orientation, age, physical or mental disability, national origin or veteran status. Considerations for all phases of personnel administration will be based on education, skills, experience, personality, and fit and potential for job performance and learning.

2. Supervisor Responsibilities

The Mayor, or designee, will ensure that Vineyard is in compliance with all of the personnel policies and procedures in this manual, including all EEO standards. Additionally, the Human Resource Manager, or department head, will ensure that each employee receives a copy of this Personnel Policies and Procedures Manual and that the employee signs and dates a “Policy Statement and Acknowledgment Form” (*form #1*) stating receipt of the manual. The Human Resource Manager will then file the signed and dated “Policy Statement and Acknowledgment Form” in the employee's personnel file.

3. Employee Responsibilities

Employees are responsible for informing themselves about the policies, practices, and benefits set forth in Vineyard's Personnel Policy and Procedures Manual by reading them and, if necessary, asking a supervisor to explain them. Additionally, all employees are required to sign and date a “Policy Statement and Acknowledgment Form” (*form #1*) stating receipt of this manual.

SECTION II: PROTECTION FROM CONTRACTOR CAUSED LOSSES/LIABILITIES

1. General Policy

Vineyard will take all necessary precautions and steps in written contracts to prevent loss and liability arising from entering relationships with independent contractors using the “Hold Harmless Agreement” (*form #2*), which is a part of the “Indemnity Provision Contract”, or the entire “Indemnity Provision Contract” (*form #3*).

2. Supervisor Responsibilities

- A. Ensure that no work is performed by any private contractor until:
 - 1. A written contract between Vineyard and the contractor has been entered into and signed by both parties.
 - 2. The signed written contract has been attested by the city recorder.
- B. Each contract with a private contractor should contain indemnity/hold harmless clauses, which provide that:
 - 1. The contractor assumes all liability arising out of work performed by the contractor or their officers, employees, agents, and volunteers.
 - 2. The contractor must provide evidence that they have acquired and maintain comprehensive general liability coverage, including liability insurance covering the contract concerned, prior to the execution of the contract.
 - 3. Vineyard and its officials, employees, agents and volunteers must be named as additional insured on the liability insurance policy.
- C. Each contract with a private contractor should contain provisions that ensure the contractor is carrying workers compensation insurance coverage.
 - 1. Vineyard should require evidence of Workers Compensation insurance (or evidence of qualified self-insurance) from all contractors.
 - 2. Vineyard shall have the contractor show evidence of the contractor’s Workers Compensation coverage to Vineyard.

SECTION III: RECRUITMENT & SELECTION

1. General Policy

It is Vineyard's goal to provide meaningful services to its population in a cost-effective and professional manner. This requires that Vineyard attract, retain, and motivate the most skilled and customer-service-oriented employees available.

2. Hiring Procedures

The Human Resources Manager shall develop and administer a process for the recruitment and selection of all city employees.

- A. When a position opens in a department or a need arises to create a new position, the department head shall submit a request to the Human Resource Manager with an updated job description for the position. The department head and Human Resource Manager shall meet to discuss the needs of the department and develop a framework for the job description and profile of ideal candidate.
- B. The job description shall be approved by the Human Resource Manager prior to initiating the job posting and recruitment process.
- C. The Human Resources Manager shall prepare and distribute a job announcement which shall be distributed according to the market area for the position.
- D. All applicants will submit a cover letter, resume, application, and other required material to the Human Resource department by the closing date as set forth in the job announcement. The applicants selected may be screened through additional testing as approved by the Human Resources Manager.
- E. All prospective city employees and volunteers shall be required to provide the City with a certified copy of their own criminal history record or authorize the City, in writing, to conduct a criminal background check prior to appointment. Failure to provide or authorize a criminal history record will preclude employment or appointment. Applicants who have not lived in the State of Utah for the three years immediately preceding their application may be required to provide the City with a certified copy of their criminal history record from their last state of residence. Any expenses associated with obtaining out of state criminal history records shall be the responsibility of the applicant.
- F. In accordance with the City's Drug and Alcohol-Free Workplace Policy, final candidates for all positions shall be required to pass a drug test as a prerequisite to employment
- G. All prospective city employees and volunteers who may be assigned to drive are required to submit to a pre-employment driving record evaluation which shall be conducted with the written consent of the person being evaluated. An evaluation of

the applicant's driving record will be a factor in determining eligibility for employment. Driving record evaluations shall be completed annually for employees assigned to drive a vehicle or are provided a vehicle stipend by the city.

- H. Any employee who is required to maintain a CDL as part of his/her essential job functions is also required to have a current DOT medical card.
- I. Supervisors shall schedule a new employee orientation with the Human Resources Manager as soon as possible after the employee starts work.
- J. Unless otherwise provided in a written contract signed by the Mayor, employment with the City is at-will, so that either party may terminate the relationship at any time and for any legally permissible reason.

3. Internal Applicants

- A. Current employees with a satisfactory employment status may apply for internal job openings. The consensus of the employee's supervisor and the HR department may be necessary for employees with less than one year of service with Vineyard.
- B. All applicants for a posted vacancy will be considered based on their qualifications and the ability to perform the job successfully. Internal candidates who are not selected will be notified by the HR department.

4. Anti-Nepotism

- A. It shall be the policy of Vineyard to comply with the anti-nepotism provisions of Section 52-3-1, Utah Code Annotated (1953, as amended) regarding the employment, appointment, or direct supervision of relatives.
- B. No Vineyard employee may hire, appoint, or directly supervise his or her relative except as permitted by State Law. Anti-nepotism requirements apply not only when hiring a new employee, but also when assigning, transferring, or promoting an employee.
- C. A relative includes a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, grandparent, grandchild, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

5. Elected Officials

- A. No City employee shall serve as an elected official for the City simultaneously with their term of employment. A City employee who desires to be elected to a municipal office for Vineyard City must resign employment when they declare their candidacy.
- B. An elected official for the City who desires to apply for a position as an employee for the City must resign their office prior to applying for the position.

6. Immigration Law Compliance

Although Vineyard does not discriminate on the basis of citizenship or national origin, it is committed to employing only United States citizens and aliens who are authorized to work in the United States. In compliance with the Immigration Reform and Control Act of 1986, each new employee—as a condition of employment—must complete the “Employment Verification Form I-9” and present documentation establishing identity and employment eligibility. Failure to present the requisite documentation within three (3) working days from the date of hire may result in termination of employment. Former employees who are rehired must complete an “Employment Verification Form I-9”.

7. Volunteers

Vineyard regularly sponsors community events and, beyond a need for additional help, there is a great mutual benefit in having residents volunteer to help in successfully planning and executing these events. There are also many opportunities for Vineyard’s citizens to serve on various committees and in other groups that provide a benefit to the community. This policy is intended to formalize the volunteer sign-up process and outline the City’s duty to train and vet volunteers.

- A. The city will follow the following guidelines
 - 1. The City will publish volunteer opportunities, and a volunteer application, on the City website.
 - 2. Residents desiring to volunteer will fill out and submit the volunteer application to the city manager, or to an appropriate party designated by the city manager and identified in the volunteer opportunity listing.
- B. Upon receipt of a volunteer application, the city will evaluate the application by:
 - 1. ensuring that the applicant is qualified to perform the duties related to the volunteer position applied for; and
 - 2. checking the applicant against the database of registered sex offenders.
- C. The City will generally approve volunteers for service unless;
 - 1. the desired volunteer position is filled;
 - 2. the desired volunteer position requires certain qualifications that the applicant does not possess; or
 - 3. the applicant is a registered sex offender.
- D. Volunteers will not be compensated, nor will they be given preferential treatment by the City, its departments, employees, or officers.

8. Internships

As a rapidly growing city located near two major universities, Vineyard is well positioned to offer challenging and rewarding internship opportunities to students seeking training and experience in city government and operations. The purpose of this policy is to outline the City’s procedure for accepting and placing interns and to state the City’s expectations with respect to interns and internships, as well as describe what potential interns should expect from the City before, during, and after their internship.

- A. The internships will follow the general guidelines outlined below

1. Potential interns must be a current student or recent graduate of an accredited university
 2. participate in an internship program sponsored by their university
- The City will:
3. assign a mentor to each intern; and
 4. provide interns with a valuable learning experience and relevant training.
 5. Interns are not and will not be considered “employees” for purposes of the FLSA.
 6. The City will ensure that internships are primarily for the academic benefit of the interns by:
 7. requiring interns to be closely supervised in their work;
 8. conducting regular reviews of each intern’s work and progress;
 9. holding entrance and exit interviews;
 10. ensuring that the work given to each intern aligns, as closely as possible, to his or her academic objectives;
 11. giving priority to academic commitments by adjusting each intern’s work schedule as appropriate and necessary; and
 12. not seeking or requiring any immediate advantage from the internship.
 13. Entrance interviews will be conducted by the supervisor assigned to each intern. At a minimum, the supervisor will review this policy, discuss mutual expectations, and outline the projects and work to be accomplished during the internship.
 14. Exit interviews will be conducted by the city manager. At a minimum, the city manager will discuss the results of the internship, review the intern’s performance, and receive feedback about the academic value of the internship.

B. Potential interns will submit an application consisting of, at a minimum:

1. a resume;
2. a cover letter stating their academic objectives for the internship; and
3. a proposed schedule and timeline for the internship.
4. After receiving an application, the city manager will be responsible for reviewing the application and conducting an interview, if desired.
5. Notwithstanding an intern’s (or potential intern’s) “non-employee” status, all applicable laws (e.g., equal opportunity, anti-discrimination, etc.) will apply during the application, onboarding, and internship processes.

C. The City will not derive a benefit from an internship such that the internship:

1. displaces a current employee; or
2. postpones the hiring of needed additional employees.
3. The City will not make any guarantee of paid employment following an internship, and interns will not expect any entitlement to paid employment following an internship.
4. Interns desiring paid employment with the City will be required to follow the City’s standard application process, and will not, as a result of their internship, be given any preference in the hiring process.

SECTION IV: ALCOHOL AND DRUG FREE WORKPLACE

1. General Policy

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

2. Employee Responsibilities.

- A. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
- B. Any employee convicted under a federal or state statute regulating controlled substances shall notify their supervisor and the department head within five days after the conviction.
- C. No employee shall consume alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.
- D. No employee shall be impaired by alcohol, illegal drugs, or medication during work hours.
 - 1. Any employee who is called back to work during non-scheduled work hours and has recently consumed alcohol or drugs which impair his/her ability to safely perform his/her duties shall notify the supervisor of the impairment and shall not report to work.
- E. No employee shall represent Vineyard in an official capacity while impaired by alcohol, illegal drugs, or medication.
- F. No employee using medication that may impair performance shall operate a motor vehicle or engage in safety sensitive functions while on duty for Vineyard.
- G. If an employee is using prescription or non-prescription medication that may impair performance of duties, the employee shall report that fact to their supervisor.
 - 1. Depending on the circumstances, employees may be reassigned, prohibited from performing certain tasks, or prohibited from working if they are determined to be unable to perform their jobs safely and properly while taking the prescription or nonprescription legal drugs.
- H. An employee who has reason to believe that the performance of another employee is impaired by alcohol, illegal drugs, and/or medication shall immediately notify their supervisor or department head.

3. Disciplinary Action

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

SECTION V: DRUG TESTING

1. General Statement

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

- A. Alcohol. Alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol no matter how packaged or in what form the alcohol is stored, utilized or found, except for approved medical or first aid measures.
- B. Controlled Substances. Amphetamines* (e.g., methamphetamine, speed), Barbiturates (e.g., Amobarbital, Butobarbital, Phenobarbital, Secobarbital), Benzodiazepines, Cocaine*, Methadone, Opiates* (e.g., Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone), Phencyclidine* (PCP), Propoxyphene, THC* (Marijuana), LSD, or other substances, which may only be legally obtained and used pursuant to a physician's prescription.
- C. On Duty Accident. Any accident causing injury to person or damage to property, involving the loss of life, or the issuance of a moving traffic citation to the employee.
- D. Positive Test. Any test result showing a blood alcohol content (BAC) of 0.02 or greater or the presence of any controlled substance in the test subject.
- E. Refusal to Submit to Testing. Failure to provide an adequate breath or urine sample without a valid and verified medical explanation after the employee has received notice that they are being tested and a breath or urine sample is required or engages in conduct that clearly obstructs the testing process.
- F. Reasonable Suspicion. Knowledge sufficient to induce an ordinarily prudent and cautious individual under the circumstances to believe that a prohibited activity is occurring. Circumstances which may constitute a basis for determining a reasonable suspicion include but are not limited to: a pattern of abnormal or erratic behavior (i.e. a significant change in absenteeism); the direct observation of the employee or volunteer using drugs, possession of drugs at the work site, or the noticeable presence of physical symptoms of drug use (i.e. dilated or pinpoint pupils, unusual changes in speech pattern, restlessness, rapid mood swings, bloodshot eyes, odor of alcohol, unusual euphoria, "nodding off", needle marks, unusual aggressive or bizarre acts, or hallucinations).

- G. Safety Sensitive Duties. Any duties requiring a Commercial Driver License (CDL), Firefighter Duties (as per job description), Law Enforcement Duties (as per job description), any other duties or positions deemed safety sensitive. This includes all supervisory and management personnel in those particular job positions.

2. Policy

In order to achieve a drug-free workplace, employees shall be required to participate in all of the following alcohol and controlled substances testing, which shall be performed by a qualified expert designated by the City:

- A. When an applicant has been extended a conditional offer of employment but before beginning work.
- B. When there is a reasonable suspicion to believe that the employee is in an impaired state.
- C. When the employee has been involved in an on-duty accident or unsafe work practice.
- D. As a condition for return to duty after testing positive for controlled substances or alcohol.
- E. As part of follow-up procedures to employment related drug or alcohol violations.
- F. On a random basis as allowed by law).

3. Testing

- A. Testing Notice.
 - 1. Before performing any alcohol or drug test authorized by this policy Vineyard, through its designated representative shall notify the employee being tested, verbally or in writing, whether the test being administered is required by the Omnibus Transportation Employees Testing Act of 1991, or whether it is required by this policy.
 - 2. Vineyard employees who, under Vineyard requirements, hold CDLs are required under rules established by the Federal Highway Administration to be subjected to pre-employment, reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing.
 - a. When conducting any of the above noted tests on CDL employees, Vineyard shall provide the employee with the following notice:
 - a. The drug and/or alcohol test you are being required to take is required under rules established by the Federal Highway Administration pursuant to the Omnibus Transportation Employee

Testing Act of 1991.

- b. If you refuse to submit to the required testing you may be subject to disciplinary action, up to and including termination.
 - 3. Vineyard employees who are not required by Vineyard to hold a CDL, but who are employed in safety sensitive positions, while not subject to testing under federal statute, are subject to pre-employment, reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing under this policy.
 - a. When conducting any of the above noted tests on Non-CDL safety sensitive employees, Vineyard shall provide the employee with the following notice:
 - a. The drug and/or alcohol test you are being required to take is required by the policies and procedures of Vineyard.
 - b. If you refuse to submit to the required testing you may be subject to disciplinary action, up to and including termination.
- B. Pre-Employment Testing. Vineyard requires a final applicant selected for a position with Vineyard to undergo an alcohol and drug screen test to detect the presence of alcohol and illegal drugs or controlled substances in the body. Refusal to take such a test shall be grounds for denial of employment. An applicant who tests positive for controlled substances or whose test detects a BAC of .04 or higher may be denied employment with Vineyard.
 - 1. Drug and alcohol testing shall be conducted after the selected applicant has been extended a conditional offer of employment but before beginning work.
 - 2. The city manager, or designee, shall provide an individual who has been offered a conditional offer of employment, information on whom to contact to provide a sample to be tested for alcohol and controlled substances in accordance with these policies and procedures.
 - 3. All of Vineyard's job announcements and conditional offers of employment shall contain the following notice:
 - a. A positive test result or failure to submit to the required testing shall result in a withdrawal of any conditional offer of employment with Vineyard.
 - 4. If the final applicant tests positive for drugs or alcohol or refuses to submit to testing as defined by this policy, the conditional offer of employment shall be withdrawn in writing and the applicant shall not be employed by Vineyard.
- C. Prohibited Conduct.

1. Employees shall not use, be under the influence of (.02 BAC), or be in possession of alcohol while on duty, on Vineyard premises or while in Vineyard vehicles. Vineyard premises include buildings, parking lots, grounds, and vehicles owned by Vineyard, personal vehicles being used for Vineyard business.
2. Employees shall not use, be under the influence of, be in possession of, or be in such a condition as to test positive for alcohol or controlled substances while on duty, on Vineyard premises or while in Vineyard vehicles. Vineyard premises includes buildings, parking lots, grounds and vehicles owned by Vineyard or personal vehicles being used for Vineyard business.
3. Employees using, possessing, distributing, dispersing, or being at the workplace under the influence of alcohol or illegal or illegally obtained/used controlled substances shall be subject to questioning and disciplinary action.
4. Any employee violating this policy may be subject to immediate termination.

D. Reasonable Suspicion Testing.

1. When a designated supervisor determines that there is reasonable suspicion to believe that an employee performing or assigned to safety sensitive positions is using, is under the influence of, or is in possession of alcohol or controlled substances, the employee shall be subject to drug/alcohol testing.
 - a. The supervisor making the determination that reasonable suspicion exists shall submit written documentation to the Human Resources Officer, setting forth the specific, concurrent articulable observations concerning the appearance, behavior, speech, or body odors, which resulted in the reasonable suspicion determination. Reasonable suspicion of use of a controlled substance may also be based on observation of indications of the chronic and withdrawal effects of controlled substances, or the observation drug or alcohol use, or the presence of drug paraphernalia.
 - a. The required observations underlying reasonable suspicion testing must be made by a supervisor or Vineyard official who has received at least two (2) hours of training on the physical, behavioral, speech, and performance indicators of alcohol and drug use.
 - b. Observations underlying the reasonable suspicion testing must be documented in writing and signed by the supervisor or Vineyard designated official within twenty-four (24) hours or before the results of the test are announced, whichever is later.
 - b. Reasonable suspicion testing may not be conducted by the same supervisor who makes the reasonable suspicion determination.

2. Special requirements associated with reasonable suspicion alcohol testing.
 - a. Alcohol testing is authorized only if the observations set forth above are made during, just proceeding, or just after the performance of safety sensitive functions.
 - b. If an alcohol test is not administered within two (2) hours following the identification of reasonable suspicion, the supervisor shall prepare and maintain documentation stating why the test was not administered within two (2) hours.
 - c. If an alcohol test is not administered within eight (8) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer an alcohol test and shall prepare and maintain documentation stating why the test was not administered within eight (8) hours.
 3. Special requirements associated with reasonable suspicion drug testing. If a drug test is not administered within thirty-two (32) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer a controlled substance test and shall prepare and maintain documentation stating why the test was not administered within thirty-two (32) hours.
 4. Upon required testing due to reasonable suspicion, the employee tested shall not engage in the operation of any Vineyard equipment or engage in any employment related duties, which their supervisor deems dangerous to themselves or others until the results of the tests are received and the employee is released back to work by the department head.
 5. An employee undergoing reasonable suspicion testing should be driven to the testing and then driven home and should not be kept on the job.
- E. Random Testing.
1. Employees assigned to, or performing, safety sensitive duties are subject to random drug/alcohol tests.
 2. Random tests shall be both of the following:
 - a. Unannounced.
 - b. Reasonably spread throughout the year.
 3. Each employee within a testing pool must have an equal chance of being tested each time a random test is conducted.
 4. Random Testing for CDL Drivers.

- a. CDL drivers may be subjected to random alcohol testing only while performing safety sensitive functions, just before the driver is to perform safety sensitive functions, or just after the driver has ceased performing safety sensitive functions.
 - b. Drug tests may be performed at any time the driver is on duty.
- 5. Random Testing for Non-CDL Safety Sensitive Employees. Non-CDL safety sensitive employees may be subjected to random alcohol and drug tests any time the employee is on duty.
- 6. Pool Testing - Consortiums.
 - a. Vineyard may join a consortium with testing pools large enough so that Vineyard's CDL drivers are always subject to random testing and the required annual testing rate shall be met by tests conducted of all drivers within the pool.
 - b. If and when Vineyard chooses to join a drug/alcohol testing consortium, Vineyard shall designate a liaison to coordinate with the testing consortium and obtain and maintain all of the following records and information:
 - a. How the random selection pool was assembled.
 - b. The method of selection and notification of drivers.
 - c. The location of collection sites.
 - d. Methods of reporting the test results on each driver.
 - e. Summary reports on the consortiums program showing that the consortium tested at the prescribed minimum annual rates for alcohol and/or controlled substances.
- F. Post-Accident Testing. Any personnel involved in an accident causing personal injury which requires medical attention or causing property damage in excess of \$2,500.00 shall be subject to alcohol and controlled substances testing, as soon after the accident as possible, preferably within two (2) hours.
- G. An employee is subject to testing following an accident or unsafe work practice affecting the safety of that employee or others, including the general public. Such employee shall not engage in the operation of any city equipment or engage in any employment related duties, which the department director deems dangerous to the employee or to others, until the results of the test(s) are received and the employee is released back to work by the city manager or designated representative, or surviving employee in a safety sensitive position involved in an accident involving the loss of human life, shall be tested as soon as practical for alcohol and controlled drugs.

1. An employee who is subject to post-accident testing shall remain readily available for such testing or shall be deemed to have refused to submit to testing.
2. The results of tests conducted by Federal, State, or Local law enforcement officers having independent authority to conduct tests to detect alcohol or controlled substances may be used by the employer to meet post-accident testing requirements.
3. Time frames for testing and consequences of failure to test.
 - a. Alcohol.
 - a. If the test is not administered within two (2) hours following the accident, the supervisor shall prepare and submit documentation stating why the test was not administered within two (2) hours.
 - b. If the test is not administered within eight (8) hours following the accident, the supervisor shall cease attempts to administer an alcohol test and shall prepare and submit documentation stating why the test was not administered within eight (8) hours.
 - b. Controlled Substances.
 - a. If the test is not administered within thirty-two (32) hours following the accident, the supervisor shall cease attempts to administer a controlled substance test and shall prepare and submit documentation stating why the test was not administered within thirty-two (32) hours.
4. An employee may volunteer to take a drug screening test, at the City's expense, for his/her own or for the City's legal protection no matter the results of the accident. The presence of drugs or other metabolites discovered in the drug screening test, or the employee's refusal to submit to the drug screening test, shall result in appropriate disciplinary action.
5. Upon required testing due to an accident or reasonable cause, the employee tested shall not engage in the operation of any Vineyard equipment or engage in any employment related duties, which his supervisor deems dangerous to himself or others until the results of the tests are received and the employee is released back to work by the City Manager or department head.

H. Consequences of Positive Drug/Alcohol Test.

1. Alcohol.
 - a. If any alcohol test result shows a blood alcohol content of 0.04 or greater, the employee shall be removed from, and cannot return to, a safety

sensitive function until, at a minimum, all of the following are met:

- a. The employee undergoes evaluation by a substance abuse professional, and where necessary, rehabilitation.
 - b. The substance abuse professional determines that the employee has successfully complied with any required rehabilitation.
 - c. The employee undergoes a return-to-duty test with a result of less than 0.02 BAC.
- b. If an employee's test results show an alcohol concentration of greater than 0.02, but less than 0.04, the employee shall not be permitted to perform any safety sensitive functions for at least twenty-four (24) hours.

2. Drug/Controlled Substance.

- a. If a drug test result shows that the employee has misused a controlled substance the employee shall be removed from, and cannot be returned to, a safety sensitive position until, at a minimum, all of the following are met:
 - a. The employee undergoes evaluation by a substance abuse professional, and where necessary, rehabilitation.
 - b. The substance abuse professional determines that the employee has successfully complied with any required rehabilitation.
 - c. The employee undergoes a return-to-duty test with a verified negative test result for controlled substances.

I. Treatment.

1. If through any of these detection methods or on his initiative, an employee tests positive or seeks rehabilitation treatment, Vineyard will pay for an initial substance abuse evaluation. Participation in any rehabilitation treatment is confidential.
2. Vineyard encourages employees to enroll in a counseling or rehabilitation program. An employee will be required to sign a document agreeing to the following conditions in order to remain employed with full rights and benefits:
 - a. Any employee for whom treatment is recommended will be responsible for costs not covered by insurance. The employee will be required to use accrued compensatory time, annual vacation leave, and then sick leave until all leave is expended. Vineyard will pay the employee's benefit package during the allotted treatment time, but not wage supplements during this time. Each incident will be reviewed on a case-by-case basis.

- b. If a required treatment or rehabilitation program involves confinement, the employee's position may be held for the determined length of the treatment and the employee restored to his former position upon successful completion of the substance abuse rehabilitation. Each incident will be reviewed on a case-by-case basis.
 - 3. Before any rehabilitation in lieu of or in addition to disciplinary action is undertaken, a written memorandum of understanding or agreement should be signed by the City Manager, department head, and the employee.
 - a. The memorandum should set out the expectations which the employee must satisfy, including successful completion of a rehabilitation program; appropriate waiver of confidentiality to permit communication between supervisors and rehabilitation service providers, as needed; periodic rehabilitation drug testing as determined appropriate; an acknowledgment that failure to successfully complete rehabilitation will lead to appropriate disciplinary action; and such further conditions as may be necessary and appropriate.
- J. Follow-up Testing. Employees who have violated this policy and continue to work for Vineyard shall be subject to follow up drug/alcohol testing for a period of not less than one (1) year and not to exceed sixty (60) months.
 - 1. Employees subject to follow up testing will be tested a minimum of six (6) times in the first (1st) twelve (12) months following their return to duty.
 - 2. Follow-up testing beyond one (1) year shall be based on a need assessment provided by a substance abuse professional.
- K. General.
 - 1. Vineyard maintains the right to conduct unannounced inspections of Vineyard owned property, work stations, equipment, desks, cabinets, etc.
 - 2. Vineyard maintains the right to utilize detection methods necessary for the enforcement of this policy including blood, urine, or other tests, and the use of electronic detection equipment and trained animals.
 - 3. Failure to cooperate with these detection methods or inspections is grounds for disciplinary action up to and including termination of employment.
 - 4. Employees may direct any questions regarding this policy to their supervisor or department head.
 - 5. In all drug testing and sample collection procedures, any transmittal or reporting of test results shall be conducted with due respect for confidentiality.
 - a. Drug test activities and result reports may be made available only to

supervisors and management personnel with an immediate need to know about those procedures and results.

- b. Testing procedures and results may be made available and communicated as needed for the purposes of any disciplinary action or criminal investigation or prosecution.
 - c. Records regarding test results are generally considered protected documents under the provisions of the Government Records Access and Management Act (63-2-304 (9) Utah Code Ann., 1953, as amended).
6. Any violations of law will be referred to law enforcement officials.
- a. Testing by law enforcement personnel under the reasonable suspicion standard may not be used for law enforcement or criminal justice purposes. This does not include post-accident testing done by a law enforcement agency as part of a criminal investigation.

SECTION VI: SEXUAL/GENDER AND OTHER HARASSMENT

1. General Policy

The City will not tolerate harassment of any kind. Harassment for any discriminatory reason, such as age, color, disability, genetic status, military status, national origin, pregnancy, race, religion, sex, sexual orientation, veteran or disabled veteran status or other basis protected by federal, state and/or local laws, may subject the City and/or the individual harasser to liability.

- A. The giving or withholding of tangible job benefits based on the granting of sexual favors (Quid Pro Quo) and any behavior or conduct of a sexual/gender-based nature which is demeaning, ridiculing, or derisive and results in a hostile abusive or unwelcome work environment constitutes sexual harassment.
 - 1. Unlawful discrimination/harassment of employees of any type, on or off duty, based on gender, race, religion, ethnic origin, or sexual orientation, subtle or otherwise, shall not be tolerated and violators will be subject to disciplinary action up to and including termination.
- B. Retaliation or reprisals are prohibited against any employee who opposes a forbidden practice, has filed a charge, testified, assisted, or participated in any manner in an investigative proceeding or hearing under this policy.
- C. False or bad faith claims regarding harassment shall result in disciplinary action, up to and including termination, against the accuser.
- D. Employees accused of sexual or other harassment and facing disciplinary action shall

be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before any disciplinary action may be taken.

- E. Records and proceedings of harassment claims, investigations, or resolutions are confidential and shall be maintained separate and apart from the employee's personnel file.
- F. All employees, supervisors and management personnel shall receive training on the harassment policy and grievance procedures during orientation and annual training.
- G. In addition to prohibiting harassment by its employees, the city will not tolerate harassment toward its employees by its citizens, contractors and/or vendors, etc. This policy applies to everyone working on behalf of the City, including not only elected officials, executives, supervisors, managers, employees and volunteers, but also citizens, vendors, contractors and visitors who come into contact with an employee conducting their job duties. This policy also covers persons doing business with the City via electronic or other communication media.

2. Prohibited Conduct

Employees should work in environments free from physical attack, threats, and menacing or harassing behaviors. Physical attacks, threats, harassment, and property damage are always prohibited. Employees may not possess or use a weapon illegally while at work. "Weapon" may consist of firearms, knives, bombs, bats, clubs, stun guns, or tools used in a violent or threatening manner. As used in this policy, violence is defined to including the following:

- A. Physical Attack is an unwanted or hostile contact, such as, but not limited to hitting, fighting, pushing, shoving, or throwing objects.
- B. Threat is stating a present or future intention to cause physical or mental harm. Any expression of intent to cause physical or mental harm is considered to be a threat.
- C. Harassment is behavior or communication designed or intended to intimidate, menace, or frighten another person.
- D. Property Damage is behavior or acts that contribute to the destruction or damage of property.
- E. Sexual Harassment includes unwelcome sexual advances, requests for sexual favors or other verbal or physical acts of a sexual nature or sex-based nature where:
 - 1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or the granting of tangible job benefits (Quid Pro Quo).
 - 2. An employment decision is based on an individual's acceptance or rejection of

such conduct.

3. Such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

F. Other Forms of Harassment include, but are not limited to:

1. Insults, practical jokes, innuendoes, hazing, teasing, derogatory remarks, unwelcome or inappropriate nicknames, and similar conduct which is based on race, gender, age, disability, etc. or is degrading and offensive.
2. Gender role stereotyping which results in assignments made or denied solely on the traditional historic perceptions regarding the types of jobs that specific genders may/should perform, comments or written material reinforcing traditional historic perceptions regarding gender, behavior/conduct of a visual or verbal nature directed at a specific gender which is demeaning, ridiculing, or derisive, or creating an environment that demonstrates a demeaning, ridiculing, or derisive attitude toward a specific gender.

G. Prohibited acts of harassment can take a variety of forms ranging from subtle pressure for sexual activity to physical assault. Harassment includes, but is not limited to:

1. Physical Assaults of a sexual nature, such as: rape, sexual battery, molestation or attempts to commit these assaults.
2. Intentional physical conduct which is sexual in nature, such as: touching, hugging, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body.
3. Unwanted sexual advances, propositions or other sexual comments, such as: sexually-oriented gestures, noises, remarks, jokes, or comments about a person, a person's sexuality or sexual experience.
4. Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward.
5. Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's gender.
6. Displaying, possessing, bringing, reading, or viewing, pictures, posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning, or pornographic on city property or while performing city functions.

- a. A picture will be presumed to be sexually suggestive if it depicts a

person of either gender who is not fully clothed or in clothes that are not suited to, or ordinarily accepted for, the accomplishment of routine work in and around the office/shop and who is posed for the obvious purpose of displaying or drawing attention to private portions of his or her body.

- b. Reading or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - c. Displaying signs or other materials purporting to segregate an employee by gender in any area of the work place (other than restrooms and similar semi-private lockers/changing rooms)
- 7. This harassment policy applies not only to the workplace during normal hours of operation but also to organizational travel and all work-related social functions, even if such activities are held off-site.
- H. Retaliation or reprisals are prohibited against any employee who opposes a forbidden practice, has filed a charge, testified, assisted or participated in any manner in an investigative proceeding or hearing under this policy. Retaliation for harassment complaints includes, but is not limited to;
 - 1. Disciplining, changing work assignments of, providing inaccurate work information to, or refusing to cooperate or discuss work-related matters with any employee because that employee has complained about or resisted harassment, discrimination or retaliation.
 - 2. Engaging in any conduct that would tend to discourage others from making a complaint of harassment or is intended to punish a person who made a complaint. This includes such behavior as ostracizing or being continually rude towards a person who has complained.
 - 3. Intentionally pressuring, falsely denying, lying about or otherwise covering up or attempting to cover-up conduct such as that described in any item above.
 - 4. Retaliation is prohibited regardless of whether or not the original complaint made by the victim or alleged victim of retaliation had any merit.
 - 5. Special or more closely monitored attention to work performance, or the assignment of duties not otherwise performed during the regular course of the employee's duties.

3. Disciplinary Action

- A. Employees found guilty of harassment may face disciplinary action up to, and including, termination based on all the circumstances of the case.

- B. False claims regarding harassment shall result in disciplinary action, up to and including termination, against the accuser.
- C. Complaints made under this policy will not result in any adverse action against the person making the complaint, and no other person who participates with an investigation will be treated adversely because of that participation. However, individuals who knowingly provide false information, either through a complaint or an investigation, will be subject to disciplinary action, up to and including termination.

4. Complaint Process and Complaint Files

A. Complaint Process.

- 1. Employees who are experiencing an unwelcome or hostile work environment, which is clearly offensive, or are subjected to harassment, should address that unwelcome behavior/conduct through this formal remedial process rather than the general grievance process.
- 2. If subjected to harassment, employees are encouraged to firmly and promptly notify the offender that his/her behavior is unwelcome. The City recognizes that it may be difficult to initiate such a discussion.
- 3. If an employee believes that he/she, or another individual is/may be, subjected to objectionable conduct, you must report it immediately to your supervisor, manager, Department Head or Human Resources so a full investigation may be conducted. No one should allow an inappropriate situation to continue by not reporting it, regardless of who may be creating the situation.
- 4. Formal complaints should be submitted promptly, in writing or orally, and specify:
 - 1. The identity of the victim.
 - 2. The identity of the offending employee.
 - 3. The date and time of the offense.
 - 4. The offensive behavior that the employee engaged in.
 - 5. The frequency of the offensive behavior.
 - 6. The names of any witnesses.
 - 7. Damage the victim suffered as a result of the offensive behavior.
 - 8. How the victim would like the matter settled, or what the victim would like to see happen.

5. The victim will be allowed a reasonable amount of time during work to prepare a formal complaint.
6. The victim should submit formal written complaints to ~~the department head or City Administrator~~ Human Resources. If the Mayor or City Administrator is the employee engaging in the offensive behavior, the formal complaint should be submitted to the Council.
7. Employees are required to report violations of the harassment policy when they first feel they have been harassed or when they are aware of another employee being harassed.

B. Complaint Files.

1. Information related to any harassment complaint, proceeding, or resolution shall be maintained in separate and confidential harassment complaint file. This information shall not be placed or maintained in an employee's personnel file.
2. Information contained in the harassment complaint files shall be released only with the written authorization of the victim and the City Administrator
3. Participants in any harassment proceeding/investigation shall treat all information related to that proceeding/investigation as confidential.

5. Investigation of Complaints

- A. Employees should not assume that the city is aware of an existing situation. The first step to correct a problem begins with the proper individuals in the city receiving information about any type of violence, harassment, or discrimination.
- B. The city and its agents are under a duty to investigate or to eradicate any form of violence, harassment, discrimination or complaints about conduct in violation of this policy. All allegations of harassment will be quickly investigated.
 1. To the extent possible, the employee's confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure.
 2. The investigation may also include a thorough review of files and other tangible evidence.
 3. The investigators will make every reasonable attempt to rationally and objectively resolve any questions of credibility between the complaint and the accused employee.
 4. Employees accused of harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before any disciplinary action may be taken.

5. When the investigation is completed, the employee who has been subjected to the alleged harassment will be informed of the outcome of that investigation and will be provided the opportunity to discuss the outcome with the City Manager.
6. **Victim Protection**
 - A. Individual complaints, either verbal or written, are confidential.
 - B. Victims of alleged harassment shall not be required to confront the accused outside of a formal proceeding.
 - C. The accused shall not contact the victim regarding the alleged harassment.
 - D. Retaliation or reprisals are prohibited against any employee who opposed a practice forbidden under this policy, or who has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing.

SECTION VII: EMPLOYEE CODE OF CONDUCT

1. Professionalism

Vineyard is a professional association whose purpose, among others, is to provide professional services to its citizens. Its employees must adhere to high standards of public service that emphasize professionalism and courtesy. Employees are required to carry out efficiently the work items assigned as their responsibility, to maintain good conduct, and to do their part in maintaining good relationships with their supervisors and fellow employees, the public, and other member employees and officials.

2. Privileged Information

Vineyard employees involved with information of significant public interest may not use this privileged information for personal gain, nor to benefit friends or acquaintances. If an employee has an outside interest which could be affected by any Vineyard plan or activity, this situation must be reported to their immediate supervisor or department head immediately. Each employee is charged with the responsibility of ensuring only information that should be made available to the general public is released as defined in the Government Records Access and Management Act.

3. Confidentiality

Fellow employees have an unquestionable right to expect all personal information about themselves, their illness, their family, and financial circumstances to be kept confidential. Every employee has an obligation to protect this confidence. Never discuss privileged information with others who are not authorized to receive it, either inside or outside the office.

4. Gifts and Gratuities

Vineyard employees are prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan, or item of monetary value from any person seeking to obtain business with Vineyard, or from any person within or outside Vineyard employment whose interests may be affected by the employees' performance or nonperformance of official duties. Vineyard employees will not accept gifts or gratuities except under circumstances allowed by the Utah Municipal Officers and Employee Ethics Act (Utah Code 10-3-13).

5. Attendance

Regular attendance and punctuality are essential to providing high quality work, service to customers, and to avoid extra work for fellow employees. Therefore, when the employee is going to be late or will not be able to report to work, the employee must notify their supervisor prior to the scheduled work time. If the employee is ill or has an emergency, they should notify their supervisor as soon as possible on each day of absence. All employees with excessive tardiness may be subject to disciplinary action up to and including termination.

6. Appearance

Vineyard reserves the right to expect its employees to present a favorable impression during any contact with the public. All employees are expected to maintain a neat and clean personal appearance. Standards of dress shall be appropriate to the job and the tasks to be accomplished.

7. Smoking

In compliance with the Utah Indoor Clean Air Act, smoking is not permitted in Vineyard facilities. Vineyard also prohibits smoking in Vineyard owned vehicles.

8. Use of Electronic Communications and Mail Systems

EMPLOYEES HAVE NO PRIVACY RIGHTS WITH RESPECT TO ANYTHING ON THEIR PHONE SYSTEM, PC, LAPTOP OR THE CITY NETWORK, INCLUDING E-MAIL

- A. Telephones are provided for the conducting of City business. However, personal use by employees is permitted within the following guidelines:
 - 1. The use is of reasonable duration and frequency during approved breaks or lunch periods.
 - 2. The City incurs no added costs, such as long-distance charges.
 - 3. The use is not related to any illegal activity or the conduct of an outside business.
 - 4. The use does not interfere with the performance of City business, the employee's assigned duties, or the assigned duties of other employees and does not adversely affect the performance of the employee or the organization.
 - 5. The City reserves the right to limit the frequency and length of personal telephone calls. Personal calls that are excessive and/or unnecessary are not acceptable and may result in disciplinary action up to and including termination.
- B. Certain personnel are provided cell phones for the convenience of the city and employees in the performance of their official duties. Personal use of cell phones should be limited while on city time.
 - 1. Employee Eligibility. A cell phone will be issued to an eligible employee or the city will provide reimbursement for use of a personal cell phone for city business when his/her job description requires the employee to: be reachable immediately, be on call outside of normal business hours, or be away from a fixed workstation for a substantial portion of his/her work day.
 - 2. Determination of cell phone issuance or reimbursement is up to the department director and city manager. Employees that are issued a city-owned cell phone,

or paid a monthly reimbursement, must be reachable on their cell phones both during and after regular business hours.

3. Cell Phone Reimbursement Levels. The following levels are to be used by Department Directors in determining reimbursement to the employee for the use of a personal cell phone for work related purposes

Level 1: Minimal use of cell phone after hours or while away from a desk, generally does not require the issuance of a city-owned cell phone, but phone service can be reimbursed at \$10 per month.

Level 2: Some interaction with the public and other employees while away from a desk. Reimbursed at \$20 per month.

Level 3: Extensive interaction with the public and other employees while away from a desk. Reimbursed \$30 per month.

Level 4: Data plan and/or extensive communication with the public and other employees via phone, text and email during and after regular business hours in order to be more effective in job performance. Reimbursed at \$50 per month.

Level 5: Data Plan as described in level 4 with wireless access point capability. To be used by employees that require internet service on other electronic devices. This level should not be used if the employee has a separate wireless card. Reimbursed at \$80 per month.

- C. The use of the City paid postage for personal correspondence is not permitted unless purchased in advance; abuse of this privilege may result in loss of privilege for all employees. In the interest of security and safety for all employees and members of the public, all mail and parcels are subject to search; they may be opened and inspected at any time. Therefore, employees should have no expectation of privacy with respect to any mail or parcel included with the City's mail or parcels.
- D. Any employee desiring to use Vineyard owned FAX or copying machines for items of a personal nature may do so after paying for such use at the employee rate, which is in effect at the time of use.
- E. As a user of the Vineyard's network and computer system, you may be authorized to access the Internet. Internet access is provided for business purposes. You should be aware that every Internet site you visit may be capable of determining who you are and whom you represent. Accordingly, access to the Internet should include the use of good judgment, common sense, and careful discretion.
 1. Visiting gaming or adult sites is prohibited. If employees access gaming or adult sites, even accidentally, such employees shall notify his/her supervisor as soon as possible.
 2. Because of the prevalence of viruses on the Internet, you should use great caution in downloading any programs, data, or other material, and should download only to your specific PC's hard drive, and not to the City's network drives.
 3. The City reserves the right to limit an employee's access to the Internet for any

reason.

4. An employee has no privacy rights with respect to anything on their PC, laptop, or the City network, including internet sites accessed.
- F. Employees desiring to establish social networking accounts in order to publish information as an official representative of the City shall obtain approval from the Mayor or designee. Social networking accounts that represent the city in an official capacity may be established for use only by the Mayor or designee.
1. Employees that have personal blogging or social networking accounts not approved by the Mayor or designee who desire to post comments or information concerning the City must make it clear that the views and opinions they express about work-related matters are their own, have not been reviewed or approved by the City, and do not necessarily represent the views and opinions of the City.
 2. Employees engaging in online social networking and blogging activities are expected to remain respectful of the City, its employees, its services, its residents, and its contract agents. Material should not be posted that is obscene, vulgar, defamatory, threatening, discriminatory, harassing, abusive, hateful, or embarrassing to another person or entity. Further, employees should not engage in on-line activity that reflects or may reflect negatively on the City, its elected or appointed officials, affiliates, employees, clients, partners, vendors, and suppliers, or contains any content prohibited by the City's policies and procedures. Proper consideration should be given to avoid topics that could be inflammatory, such as religious or political views.
 3. Social networking sites should be used in a positive manner and should not be the medium typically used to respond to negative issues.
 4. Employees should not disclose private or confidential information, or information obtained in a setting for which the information was meant to be private.
 5. Employees networking accounts representing the City should properly identify themselves somewhere within the website with their name (or department when relevant) and should not post information on behalf of the City as an anonymous masked "cover-name).
 6. Posts should be accurate with employees being mindful of spelling, punctuation, and grammar. If errors in posts are found, employees should be up front about the mistake and correct the error quickly by posting new messages that clearly indicate the error.
 7. Employees should ensure that online networking activities do not interfere with their daily job commitments and duties. Other adopted City policies regarding computer uses shall be adhered to. Privileges of using networking websites for

official City related matters may be revoked by the Mayor or designee for any abuse of time and/or posting of inappropriate material or messages.

9. Purchasing

All purchases must follow the Vineyard Purchasing Policy. (This is a separate document).

10. Credit Cards

Vineyard credit cards shall be used for official business only, and shall not be used for the personal convenience of an employee. Receipts for credit card purchases will be delivered to finance department by the end of the month the purchases are made, failure to provide receipts for credit card purchases may require employee reimbursement for undocumented purchases. Repeat offenders may lose access to credit cards.

11. Outside Activities

Vineyard employees shall not use City owned property in support of outside interests and activities when such use would compromise the integrity of Vineyard or interfere with the employee's duties. Specifically, an employee who is involved in an outside activity such as a civic organization, committee unrelated to Vineyard business, public office, or service club, shall:

1. Pursue the outside activity on the employee's own time.
2. Pursue the outside activity away from Vineyard offices.
3. Discourage any phone, mail or visitor contact related to the outside interest at Vineyard offices.
4. Arrange for annual leave or compensatory time off in advance to pursue the outside interest during business hours.
5. Not use data processing equipment, postage metering machines, copiers, other Vineyard owned equipment or supplies for the outside interest.
6. Please be advised that Vineyard may from time to time delete e-mail messages.

12. Prohibited Acts

Expressly prohibited acts include:

- A. Attempts to read, copy, forge, modify, or delete e-mail messages of other users.
- B. Sending harassing, threatening, obscene, inappropriate, or other objectionable messages via e-mail.
- C. Sending unsolicited junk mail, for profit messages, or chain letters.

- D. Otherwise sending communications that are not in accordance with the standards expected from City employees, as determined by Vineyard.
- E. Similar acts to those listed above are also prohibited.

13. Political Activity

- A. An employee shall not coerce another employee to support a political activity, whether funds or time are involved.
- B. An employee shall not engage in political activity during work hours, unless on approved leave.
- C. An employee shall not use Vineyard owned equipment, supplies or resources, and other attendant expenses (diskettes, paper, computer online and access charges, etc.) when engaged in political activity.
- D. An employee shall not use, discriminate in favor of or against, any person, or applicant for employment based on political activities.
- E. An employee shall not use the employee's title or position while engaging in political activity.

14. Secondary Employment

Employment with Vineyard shall be the employee's primary employment. Employees entering into other employment are required to provide written notification to their immediate supervisor or department head, using the "Employee's Notice of Secondary Employment" (*form #22*) before starting any secondary or outside employment.

15. Disclosure of Conflict of Interest

Employee will sign a "Disclosure Statement" if there is a potential for a conflict of interest when they are involved with an outside organization or business (*form #23*).

16. Personal Use of Public Property

Vineyard employees are public servants. The City provides public property to its employees for the primary purpose of facilitating the public's business. The incidental personal use of public property furthers the public's business by promoting employee efficiency, good will, and morale at little or no cost to the City. Therefore, personal use of public property by City employees is authorized if such use is de minimus, incidental, and satisfies the following criteria

- A. Is authorized to use or possess property to fulfill the employee's official functions
- B. Public value of use or possession of property by employee outweighs any personal benefit to employee
- C. Does not interfere with employee's primary duties or City operations

- D. Does not interfere with the performance of any other employee's duties
- E. Does not compromise the integrity of City property, information, or software
- F. Does not involve conducting an outside business or private employment or other activities conducted for private financial gain
- G. Does not violate the law or City policy
- H. Does not create a risk of liability or harm to the City

SECTION VIII: DISCIPLINARY ACTION

1. General Policy

- A. It is the policy of the Vineyard that management will inform its employees about what is expected at work, what constitutes employee misconduct, and what the employee's rights are, if disciplined.
- B. It is the responsibility of all employees to observe rules of conduct necessary for the proper operation of Vineyard government. Administrative procedures have been established for the handling of disciplinary measures when required. All such measures shall follow the presentation of charges to the employee.
- C. Disciplinary action, in the form of either a verbal warning, written reprimand (*form #24*), suspension (*form #25*), demotion (*form #26*), or termination of employment (*form #27*), may be imposed for misconduct depending on the seriousness of the misconduct.
- D. Misconduct for purposes of this policy includes inability to perform required job functions, acts of insubordination, violation of the employee's code of conduct contained in this policy, violation of any other portion of this policy or other clearly established policies, and any illegal or immoral conduct that significantly compromises the employee's ability to successfully work for the City.

2. Conducting an Investigation

- A. The department head or City Administrator may conduct an investigation into the allegations, which form the grounds for any proposed disciplinary action.
- B. During an investigation to determine the facts upon which disciplinary action may be imposed the department head or City Administrator may place an employee on administrative leave.
- C. Disciplinary action shall not be imposed until an informal pre-disciplinary hearing, with appropriate written notice, has been completed by the department head or City Administrator. The investigation shall include an opportunity for the employee to respond to the allegations.

3. Imposing Disciplinary Action

- A. The department head or City Administrator shall conduct disciplinary action in a consistent manner.
- B. Each employee shall be afforded prior access to Vineyard's rules, policies, and procedures.
- C. The employee shall receive timely notice of the pre-disciplinary meeting, overview

of allegations, and potential disciplinary action.

- D. Prior to imposing the disciplinary action, the employee shall have the opportunity to review the disciplinary action with the department head or City Administrator. The employee shall have the opportunity to respond to the allegations. The employee's written response, if any, and other related documents shall be placed in the employee's personnel file.
- E. In determining the type and severity of the disciplinary action, the department head or City Administrator, may consider aggravating and mitigating circumstances which include, but are not limited to: the repeated nature of misconduct; prior disciplinary action imposed; the severity of the misconduct; the employee's work record; the effect on Vineyard operations; and/or the potential of the misconduct to harm person(s) or property.
- F. For disciplinary action other than a verbal reprimand the department head or City Administrator shall notify the employee, in writing, of the findings of the investigation/pre-disciplinary hearing. The written statement shall include:
 - 1. The grounds for disciplinary action, including a description of the specific misconduct for which the disciplinary action is being imposed.
 - 2. Any prior disciplinary action imposed.
 - 3. The disciplinary action to be imposed.
 - 4. The effective date and duration of the disciplinary action.
 - 5. The corrective action necessary, if any, for the employee to avoid further disciplinary action.
- G. Suspension, demotion, transfer, or termination of an employee shall require the approval of the department head and City Administrator (*forms #25, #26, #27, #28*).
- H. The department head or City Administrator may note the disciplinary action on their personal notes at the time the disciplinary action is imposed and/or on the employee's "Employee Performance Review Form" (*form #50*).

4. Appeal Procedures

- A. "Probationary employees" have no appeal rights.
- B. Employees have no "verbal warning" appeal rights.
- C. Employees have no "written reprimand" appeal rights.
- D. Appealing to Vineyard's Council. Upon written receipt of an Employee Suspension, Demotion, Transfer, or Termination Notice, some employees have the right to appeal

the disciplinary process and action imposed by the department head or City Administrator, to Vineyard's Council (exceptions include Probationary Employees, appointed officers including the Recorder, department heads and other employees as indicated as not being entitled to a due process hearing in Utah Code 10-3-1105):

1. An employee must submit a written notice of appeal to Vineyard's Recorder within ten (10) days or an employee will be deemed to have waived all appeal rights.
2. If Vineyard's Council overturns the Employee Disciplinary Action:
 - a. Vineyard's Council may reinstate any loss of pay associated with the Employee Disciplinary Action.
 - b. The Human Resource Manager shall remove the record of the disciplinary action from the employee's personnel file.
3. If Vineyard's Council upholds the Employee Disciplinary Action an employee has the right to appeal the decision to the Utah Court of Appeals pursuant to Utah Code 10-3-1106.

SECTION IX: GRIEVANCE PROCEDURES

1. General Policy

Employees who perceive that they have a grievance against Vineyard or any Vineyard Employee, other than a grievance that is covered by the sexual and other harassment section of this policy, shall exhaust the administrative procedure set forth in the body of this policy before addressing their grievance through any other forum. An employee may file a grievance about any perceived work-related injustice or oppression resulting from an act occurrence, omission, condition, or unfair labor practice other than termination, suspension or demotion which must be addressed through the disciplinary appeal process. Issues addressable throughout the grievance process include, but are not limited to:

1. Employee-supervisor relationships.
 2. Duty assignments not affecting job classification.
 3. Shift and job location assignments.
 4. Working conditions.
 5. Practices affecting granting of leave.
- A. Grievances should be resolved at the lowest administrative level possible. Employees and the department head shall attempt to resolve grievances informally by discussing the grievance issues before any formal written grievance is filed. Each employee pursuing a formal grievance must prepare and submit a separate written "Grievance

Form” (form #31).

- B. Employees will be allowed a reasonable amount of time during work to prepare written grievances. Employee grievances must be filed within ten (10) days of the occurrence or event giving rise to the grievance or within ten (10) days of when the employee acquires knowledge of the occurrence or event giving rise to the grievance.
- C. At each level of the grievance process, after an administrator has received an employee grievance, the administrator shall have ten (10) working days to respond in writing to the grievance.
- D. If an administrator is unable to answer the grievance within the specified time period due to extenuating circumstances, the administrator may take an additional ten (10) working days to answer the grievance if they notify the employee in writing of the exigent circumstances and that the extension is being exercised. If the grievance remains unresolved or the decision is considered unacceptable, the employee may appeal the decision to the next level of appeal.
- E. Absent exigent circumstances, if the supervisor fails to respond within the allotted time, the employee may proceed to the next level of appeal.
- F. Only the issues presented in the original grievance may be considered throughout the appellate process. A grievance and any necessary appeals shall be processed through the following chain of command, if applicable:
 - 1. Department Head.
 - 2. City Manager.
 - 3. ~~Mayor or designee.~~ [Human Resources](#)
 - 4. Council.
- G. The decision of the Council constitutes the final level of appeal and is final and non-appealable.

2. Confidentiality

Written Grievance Forms shall be private data under the Government Records Access Management Act of the State of Utah. The Mayor or Council may declare the grievance documents to be confidential and/or order the entire record, or any part of it, sealed.

3. Filing

- A. No document relating to a grievance shall be placed in the employee’s personnel file.
- B. If any disciplinary action against an employee is rescinded as a result of the grievance process, the Human Resource Manager shall remove the record of the

disciplinary action from the employee's personnel file.

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

SECTION X: TERMINATION OF EMPLOYMENT

1. Types of Termination

Any involuntary termination or termination of any employee who is allowed to resign, in lieu of an involuntary termination, should be reviewed with legal counsel before termination is pursued or a resignation is accepted to ensure the employees "due process" rights are not violated.

- A. Retirement. Voluntary termination at the end of an employee's career.
- B. Voluntary Resignation. When an employee wishes to leave Vineyard, they will complete a "Notice of Voluntary Resignation Form" (*from # 29*) and present it to their immediate supervisor or department head.
- C. Resignation, in Lieu of an Involuntary Termination, Agreement. The Mayor or designee, may conclude that an employee should be involuntarily terminated for no Involuntary Termination proceedings have begun, but have not been completed, and an employee suggests that they would like to voluntarily resign, the Mayor or designee may agree to a "Resignation In Lieu Of An Involuntary Termination Agreement" (*form # 30*).
- D. Involuntary Termination. The department head or City Administrator may conclude that an employee should be involuntarily terminated for no reason (for probationary employees and department heads) or for cause (*form #27*).
- E. Reductions in Force/Layoffs. Whenever it is necessary to reduce the number of employees in Vineyard because of lack of work or lack of funds, Vineyard may attempt to minimize layoffs by readjustment of personnel through reassignment of duties in other work areas (*form #28*).
- F. Medical. The American's with Disabilities Act (ADA) prohibits illegal discrimination by an employer against an otherwise qualified individual with a disability. Consequently, an employee should not be terminated for medical reasons without prior consultation with legal counsel.
- G. Death. If an employee of Vineyard dies, their estate receives all pay due and any earned and payable benefits (such as payment for compensation time and vacation leave) as of the date of death.

2. Required Notice Prior to Termination

- A. All employees, including at-will employees, must notify Vineyard at least two (2) weeks before retiring or voluntarily resigning to be eligible:
 - 1. To receive pay for unused, accrued vacation leave (if applicable).
 - 2. For rehire.
- B. Vineyard does not have a requirement to give any prior notice to an employee before terminating their employment with Vineyard.
- C. Unused, accrued vacation leave will always be paid for terminations of employment involving Reductions in Force/Layoffs, Medical Reasons, and Deaths.

3. Termination Procedures

- A. A “Notice of Voluntary Resignation Form” (*form #31*), signed by the employee and the department head or City Administrator, may be utilized in Voluntary Resignations.
- B. Involuntary Terminations/Separations for Cause require Vineyard to provide their terminating employees with written notification of due process (*form #27*). At-Will Involuntary Terminations (for probationary employees and department heads) do not require Vineyard to provide their terminating employees with written notification of due process.
- C. A “Resignation in Lieu of an Involuntary Termination Agreement” (*form #30*), signed by the employee and the department head or City Administrator, may be utilized in negotiated terminations. A “Resignation In Lieu of an Involuntary Termination Agreement” does not require Vineyard to provide their terminating employees with written notification of due process.
- D. The following steps should be taken for Voluntary Retirements:
 - 1. Employees who desire retirement should notify Vineyard three (3) months in advance.
 - 2. Vineyard should communicate the status of each employee’s retirement benefits. Upon request for retirement benefits, Vineyard should notify the administrator of the retirement program and the appropriate state and federal regulatory agencies.
 - 3. Vineyard should carefully explain to the employee what the options are [such as Cobra; (see #4 in Section X) and Retirement Plan Options].
 - 4. Vineyard should give the employee ample time to review the retirement plan.
 - 5. Vineyard should have the employee sign a release, or at least a declaration statement, to the effect that they are electing retirement of their own free will.

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

1. Determine whether Vineyard is required to follow statutory guidelines related to the reduction in force/layoff. If Vineyard is required to follow statutory guidelines, policy, procedure, and actual practice must comply with said guidelines.
2. If Vineyard is facing a possible reduction in labor force, Vineyard should explain the situation to its employees, advising them of the possibility that reductions in force/layoffs may become an economic necessity for Vineyard.
3. In the selection of employees for Vineyard's reduction in force/layoff, the following guidelines should be considered:
 - a. Selection should be based upon the employee's ability to perform the work assignments within the affected department.
 - b. Seniority should govern the selection when ability is equal.
 - c. Emergency, temporary, and probationary employees should be laid off first.
 - d. Permanent employees should be the last to be laid off, when possible, in inverse order of their length of service.
 - e. Before any reduction in force/layoff, Vineyard should determine whether it is subject to the requirements of the Worker Adjustment and Retraining Notification Act, 29 U.S.C. 2101, et seq.
 - f. Vineyard should carefully explain to the employee what the options are such as Cobra (see #4 of Section X) and Retirement Plan Options.
 - g. If Vineyard cannot give advanced notice of a reduction in force/layoff to the employee, two weeks severance pay may be given in lieu of notice for a bona fide reduction in force/layoff.
4. Written reductions in force/layoff notices should contain the following information:
 - a. Statement that separation from employment is based on reduction in force/layoff.
 - b. Anticipated date of layoff.
 - c. Any options regarding employee placement in another position.

F. Outstanding Pay.

1. Arrange for distribution of any paychecks which may be due the employee,

including pay for any hours worked but not paid; pay for unused, accrued vacation leave (if applicable).

2. Under Utah State law, the required timing of the final payment at termination is:
 - a. A Voluntary Resignation. Within one (1) workday of effective resignation date.
 - b. An Involuntary Termination/Separation for Cause. Within one (1) workday of last day worked.
- G. The terminating employee will return any supplies or equipment, which are the property of Vineyard, to Vineyard at termination.
- H. All terminating employees should complete an “Exit Interview Form” (*from # 32*) with the department head. The Exit Interview Form should be signed by the employee and the department head.

4. Cobra

Any employee, who is eligible for benefits, that is separated from Vineyard is entitled to a continuation of insurance coverage per the mandates of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) plan as stated in the Vineyard’s “COBRA Notification” (*form #33*).

- A. Federal Public Law 99-272 (which became effective July 1, 1986 and is known as COBRA) requires that all employers of twenty (20) or more full-time employees offer a continuation of group insurance coverage to individuals who fall under one (1) of the following qualifying events:
 1. Termination of employment (other than for gross misconduct), for a maximum continuation period of eighteen (18) months.
 2. Reduction of work hours below eligibility requirement, for a maximum continuation period of eighteen (18) months.
 3. Dependent coverage terminated due to death of employee, for a maximum continuation period of thirty-six (36) months.
 4. Divorce or legal separation from employee, for a maximum continuation period of thirty-six (36) months.
 5. Spouse or dependent of Medicare eligible employee, for a maximum continuation period of thirty-six (36) months.
 6. Dependent child who ceases to be a dependent under the generally applicable requirements of the group plan, for a maximum continuation period of thirty-

six (36) months.

- B. Under the Act, a qualifying individual is entitled to continued group insurance coverage identical to that, which is provided to similarly situated beneficiaries to whom a qualifying event has not occurred. Individuals who are entitled to continued benefits under COBRA guidelines are required to pay the entire premium required under the policy during the entire period of the continued coverage. The premium a qualifying individual will be required to pay may not exceed one hundred and two percent (102%) of the applicable premium, for any period of continued coverage. Failure to pay the monthly premium will result in a cancellation of the insurance.
- C. The insurance benefits offered under the COBRA guidelines will be terminated if and when any of the following occur:
 - 1. A qualifying individual fails to pay the premium at the time it is required.
 - 2. A qualifying individual becomes eligible for coverage under any other group insurance plan due to employment or remarriage.
 - 3. At the expiration of a qualifying individual's maximum continuation period.
- D. The offer of continued insurance coverage under COBRA is made independent of any other offer to continue insurance that may be required under any applicable state law.
- E. A qualifying individual has sixty (60) days from the termination date of their current coverage to decide whether to continue their insurance coverage under this plan. If they decide to apply for the continued coverage, all due and owing premiums must be paid before coverage will be granted. If they fail to apply for coverage within the sixty (60) days, they will have waived their rights to continuation of coverage under the COBRA guidelines. They are not required to apply for or accept coverage under COBRA.

SECTION XI: RECORD KEEPING

1. General Policy

Federal law requires employers to keep detailed data about their employees (*see retention schedule*).

2. Confidentiality

Employee records are maintained in compliance with the law.

- A. Confidentiality must be maintained at all times with access limited to employees and their supervisory chain.
- B. Vineyard's policy is that only relevant, job-related information is maintained on its employees, that such information is held in strict confidence, and that access is limited only to those who require it for legitimate business reasons.
- C. Employees have the opportunity to review their own files in the presence of the Human Resource Manager, on Vineyard premises during regular business hours.

3. Personnel File Requirements

- A. General.
 - 1. Personnel files are maintained on each employee and kept by the Human Resource Manager. The record copy (original) of all appropriate personnel information, as set forth hereafter, related to an employee shall be filed in the employee's personnel file.
 - 2. No information from any record placed in an employee's personnel file will be communicated to any person or organization except by the Human Resource Manager
 - 3. Employees, or their representative designated in writing, may examine the employee's personnel file upon request during normal working hours at Vineyard. When a Supervisor requires access to the personnel file of an employee under their supervision for the handling of personnel matters, the supervisor must obtain authorization from the department head or Human Resource Manager
- B. Contents.
 - 1. An employment record; including the employee's "Job Application" (*form #7*), resume, cover letter, interview forms (*forms #8, #9, #10, #11, #12, #13*), "Employment Eligibility Verification" (*form #18*), "Employee's Withholding Allowance Certificate" (*form #34*), "Job Offer Letter" (*form #14*), etc.

2. A signed copy of the employee's acknowledgment of receiving a copy of the personnel policies and procedures manual (*form #1*); and the performance standard for the position the employee currently occupies.
 3. A copy of the "Orientation Form" (*form #35*) and the "New Hire Check Sheet" (*from #36*).
 4. Election form to disclose or keep confidential, the employee's home address, and home telephone number (*form #37*).
 5. Certificates, college degrees/diplomas pertinent to their job requirements
 6. All personnel action forms, including:
 - a. Performance evaluations (*form #50*).
 - b. Promotions or transfers (*form #28*).
 - c. Salary rate changes.
 - d. Disciplinary action taken. The employee will be asked to sign the disciplinary action form (*form #24, #25, #26, #27, or #28, #30*). If the employee refuses to sign this form the department head or City Administrator, will so state.
 7. Any information the employee wants included in response to any of the above actions.
 8. Records of citations for excellence or awards for good performance.
 9. Annual records of any leave accrued and taken. Official records of vacation and sick leave accrual and leave usage are kept for employees by the finance department. Leave balances are shown on the official record to reflect any remaining leave to which an employee is entitled. Employees may check with the finance department, to obtain information regarding their current leave usage.
 10. Record of any other pertinent information having a bearing on the employee's status.
- C. Employee Information/Change of Employee Status. Employees are responsible for ensuring that personal employee information contained in their personnel files is current and accurate. Employee information (any change in number of dependents, marital status, address, telephone number, etc.) should be updated by completing an "Employee Information/Change of Status Form" (*form #39*) and giving it to the Human Resource Manager, to update their personnel file.
- D. Giving References. Vineyard limits information given in a reference to the

following:

1. Verification that the employee worked, full-time or part-time, for Vineyard during a stated period.
2. A description of the position held.
3. Verification that the employee achieved a given salary range.

4. Other Files Requirements

Records related to the items listed below should be kept according to approved retention schedule. In addition, records should be examined annually to keep the files current and to save those records that management feels should be kept longer.

- A. Test papers completed by job applicants or candidates for any position.
- B. Results of any pre-employment physical exam and mobility exams should be kept for a period of at least four (4) years.
- C. Any advertisements or notices relating to job openings, promotions, training programs, or opportunities for overtime work.
- D. Records of promotion, demotion, transfer, selection for training, layoff, rehire, or termination of any employee. These should also be signed by the employee.

5. Salary/Wage Requirements

The Federal Labor Standards Act (FLSA) requires Vineyard to keep all of the following data on all employees for a period of at least seven (7) years.

- A. Employee's sex.
- B. Time and day work schedule.
- C. Hours worked each day and total hours worked each week.
- D. Total daily or weekly straight-time earnings.
- E. Total additions to, or deductions from, wages paid each pay period, including an explanation of items that make up additions and deductions.
- F. Date of payment and pay period covered.
- G. Total overtime above regular compensation for workweek.

6. Other Requirements

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

- A. Occupational Safety and Health Act (OSHA) record of injuries.
- B. Employee Retirement Income Security Act (ERISA) record of pensions.
- C. The Immigration Reform and Control Act (IRCA) of 1986 requires verification of status forms to be kept for three (3) years after the person is hired or for one (1) year after employment is terminated, whichever is later.

SECTION XII: PERFORMANCE EVALUATIONS

1. General Policy

- A. Performance evaluations will consist of a review between the supervisor and the employee using Vineyard's Performance Evaluation Form (form#50)
- B. It is the policy of Vineyard that employee evaluations be conducted in a manner, which will ensure fair treatment and an objective evaluation of employee performance.
- C. Goal setting is critical for the development of performance plans and standards. Goals define in broad terms the underlying purpose of a given activity or set of activities.
- D. Objectives specify what should be achieved during an employee's employment with Vineyard.
- E. There are certain fundamental principles, which govern the establishment of goals, objectives, and performance standards.
 - 1. Participatory Goal Setting. In setting goals and objectives of employees, the supervisors should seek to involve employees in the process.
 - 2. Outline Results to be Achieved. There should be room for flexibility. The supervisor should discuss with the employee how much will be done, when it needs to be completed, and what resources will be required.
 - 3. Relate to Organizational Objectives and Goals. In the process of initially formulating performance plans, each employee should be provided with the larger picture and how their work contributes to the organization. This is the responsibility of each supervisor.
 - 4. Define Objectives. Objectives must be clearly defined and understood by both employees and their supervisors. There must be clear agreement on resources to be made available, periodic reviews and other related control activities.
 - 5. Give Support. Employees should understand that they will be fully supported by their supervisors in pursuing the achievement of the mutually agreed upon objectives and standards.

2. Employee Work Plan

- A. As part of the review process the supervisor and employee will establish an Employee Work Plan to set goals for the coming year. The purpose of the Employee Work Plan is to provide a vehicle for setting and communicating performance goals. The supervisor and employee will focus on goals to improve job performance

according to departmental and organizational objectives. The Employee Work Plan is a collaborative process in which employees and their supervisors:

1. Jointly identify objectives for the next performance evaluation period.
 2. Define priorities and performance standards for the next performance period.
 3. Compare progress against expectations and revise the plan, when necessary.
- B. The performance plan shall include goals and objectives, mutually acceptable performance standards, and a prioritization of goals and objectives.
- C. Both employees and their supervisor shall sign the work plan.

3. Performance Standards

- A. Performance standards and expectations shall be established for each employee. Employees shall participate in the establishment of performance standards and expectations relevant to their jobs.
- B. Employees shall be advised of how they are performing in relation to established standards.
- C. Performance evaluations are an ongoing process, which requires that supervisor, and subordinates meet periodically to discuss achievements, review performance and mutually agree on strategies to eliminate performance deficiencies. This ongoing process culminates in the written evaluation at the end of the annual performance evaluation period.
- D. Employees shall be made aware of the time frames and actions to be taken to improve performance and to increase the value of service.
- E. Employees shall know what role their supervisors shall play in providing them with assistance toward improved performance.
- F. Under no circumstances should employees be allowed to prepare their own performance evaluation. It is the responsibility of the employee's supervisor to prepare performance evaluations.
- G. Employees shall have the right to prepare relevant comments to accompany their evaluations.

4. Performance Ratings.

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

5. (5-4) EXCEEDS EXPECTATIONS: Frequently exceeds job requirements. Objectives are

achieved above the established standards and accomplishments are made in unexpected areas as well. This rating should only be used when work performance exceeds expectations.

(3) MEETS EXPECTATIONS: Performs 100% of job duties satisfactorily. Normal guidance and supervision are required.

(2-1) NEEDS IMPROVEMENT: Occasionally fails to meet job requirements; performance must improve to meet expectations of position. Some work may be incomplete, of poor quality or quantity, or not submitted within acceptable time frames. Improvement is required.

6. Performance Periods

A. Probationary employees.

1. Employees on probation shall have performance evaluations following the end of their probationary period.
2. The performance evaluations may be used to provide information to both the employee and management regarding the employee's performance.
3. Probationary employees should understand that their performance evaluations and the results of such evaluations shall not obligate Vineyard to a particular course of action relative to probationary employees, nor shall it create any property/due process rights for probationary employees relative to their jobs/positions.

B. Permanent employees.

1. Performance evaluations and semi-annual reviews will be completed at the designated review period as per the City Manager
2. Although a salary adjustment does not automatically follow a performance evaluation, the performance evaluation will be included as a component of any future compensation increase.

7. Confidentiality

- A. Completed performance evaluations shall permanently remain in the employee's personnel file and become a part of the private information of that file.
- B. Performance evaluations may be used in decisions concerning advancement, future training needs; performance related salary adjustments and contested disciplinary actions.

SECTION XIII: EMPLOYMENT CLASSIFICATIONS/COMPENSATION

1. General Policy

Vineyard will pay at least minimum wages and overtime to all employees except those who are specifically exempt from minimum wage and overtime under the Fair Labor Standards Act (FLSA) of 1938. Vineyard will also provide equal pay to all employees doing similar work, which requires substantially equal skill, effort, and responsibility, and are performed under similar working conditions in accordance with the Fair Labor Standards Act of 1938 and the Equal Pay Act of 1963.

2. Employment Classifications

There are four classifications of employees within Vineyard:

- A. Full-time. An employee hired for an indefinite period in a position for which the normal work schedule is more than thirty (30) hours per week. Full-time employees may or may not qualify for specific Vineyard benefits.
- B. Part-time. An employee hired for an indefinite period in a position for which the normal work schedule is less than thirty (30) hours per week. Part-time employees do not qualify for Vineyard benefits.
- C. Temporary. An employee hired for a position, which is required for only a specific, known duration, usually less than six (6) months. Temporary employees do not qualify for Vineyard benefits.
- D. Seasonal. An employee hired for a position which is required only for the summer or winter months. Summer or winter only employees do not qualify for Vineyard benefits.

3. Employment Status

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

- A. Exempt. Positions of a managerial, administrative, or professional nature, as prescribed by Federal and State Labor Statutes shall be exempt from minimum wage and mandatory overtime payment regulations.
- B. Nonexempt. Positions of a clerical, technical, or service nature, as defined by Federal and State Labor Statutes, which are covered by provisions for minimum wage and mandatory overtime payment regulations.

4. Work Week

- A. Begins on Saturday at 12:00 a.m. (midnight).
- B. Ends on Friday at 11:59:59 p.m.
- C. Employees engaged in public safety activities, such as Law Enforcement and Fire Protection Departments: As directed by the Mayor, or designee.

5. **Work Days.**

- A. Full Time: Monday -Friday. Department heads may direct employees to work a different schedule as deemed necessary.
- B. Part Time: As directed by the department head.
- C. Employees engaged in public safety activities, such as Law Enforcement and Fire Protection Departments: As directed by the Mayor, or designee.

6. **Work Hours.**

- A. Full Time: Monday – Thursday 8:00 to 5:30 Friday 8:00 to Noon. Department heads may direct employees to work a different schedule as deemed necessary.
- B. Part Time: As directed by the department head.
- C. Employees engaged in public safety activities, such as Law Enforcement and Fire Protection Departments: As directed by the department head.

7. **Attendance.** Employees shall be in attendance at their work stations during normal working hours, as directed by department heads.

8. **Breaks and Lunch Periods.**

- A. Full-time:
 - 1. Breaks: Two (2) optional fifteen (15) minute paid breaks during a standard work day. Breaks cannot be used to extend the lunch period or shorten an employee's work hours.
 - 2. Lunch: One thirty (30) minute unpaid lunch period during a standard workday.
- B. Part-time: As directed by the department head.
- C. Employee breaks and lunch periods will be taken at the discretion of their supervisor or department head, to ensure continuity in the flow of work.
- D. If employees choose to work through their paid breaks, it is their decision to do so and no extra compensation will be given for the extra time worked.

- E. Employees engaged in public safety activities, such as Police and Fire Departments:
As directed by the department head.

9. Compensatory Time Off

- A. Employees may receive compensatory time off in lieu of overtime pay at Vineyard's discretion. The department head, reserves the right to schedule when an employee's accrued compensatory time will be used. Written employee requests to use their accumulated compensation time during specific dates and times, must be approved by the department head, who shall honor the requests unless granting the compensatory time off would create a substantial hardship for Vineyard.
- B. The law requires that after non-exempt employees have accumulated the maximum amounts of compensatory time off during any work period, any additional overtime must be paid as set forth below:
 - 1. For employees engaged in public safety activities, such as Law Enforcement and Fire Protection Departments, with five (5) or more employees, not more than four hundred eighty (480) hours of compensatory time off may accrue.
 - 2. For employees engaged in public safety activities, such as Law Enforcement and Fire Protection Departments, with less than five (5) employees the FLSA does not apply.
 - 3. For employees not engaged in public safety activities, not more than two hundred forty (240) hours of compensatory time off may accrue.
- C. Compensation time off will be accumulated at the overtime rate of one and one-half (1/2) hours for every hour worked, for all overtime hours worked.

10. Overtime Pay

- A. For employees engaged in Law Enforcement public safety activities in Departments with five (5) or more employees, overtime pay would apply for over one hundred seventy one (171) hours worked in a work period consisting of twenty eight (28) consecutive days and shall be compensated at the rate of one and one-half (1.5) the regular hourly rate of the employee. Following this requirement, overtime pay would apply for over eighty-six (86) hours worked in a work period consisting of fourteen (14) consecutive days and for over forty-three (43) hours worked in a work period consisting of seven (7) consecutive days (*form #40*).
- B. For employees engaged in Fire Protection public safety activities in Departments with five (5) or more employees, overtime pay would apply for over two hundred twelve (212) hours worked in a work period consisting of twenty eight (28) consecutive days and shall be compensated at the rate of one and one-half (1.5) the regular hourly rate of the employee. Following this requirement, overtime pay would apply for over one hundred six (106) hours worked in a work period consisting of

fourteen (14) consecutive days and for over fifty-three (53) hours worked in a work period consisting of seven (7) consecutive days (*form #40*).

- C. For employees engaged in public safety activities, such as Law Enforcement and Fire Protection Departments, with less than five (5) employees the FLSA does not apply and, therefore, overtime pay shall not be paid for any hours worked in any work period.
- D. For employees not engaged in public safety activities; overtime pay would apply for over forty (40) hours worked in a work week, and shall be compensated at the rate of one and one-half (1.5) the regular hourly rate of the employee.
- E. For employees not engaged in public safety activities, if a holiday, vacation, or sick day falls within a work week, the employee must work forty (40) hours over and above these hours before overtime must be paid. If an employee works on a holiday because of an emergency situation, they will:
 - 1. Receive regular straight-time pay for the time worked, plus holiday pay.
 - 2. Or, with approval of the department head, be allowed to take the holiday off at a later date.
- F. Overtime shall be approved by the department head, in writing before worked, except for public safety activities, such as Law Enforcement Officers and Firefighters. Overtime shall be authorized for personnel only when absolutely necessary to provide required services. Violation of this policy may result in disciplinary action, up to and including termination.
- G. Public safety activities, such as Law Enforcement Officers and Firefighters, may work overtime without prior authorization only in emergency situations.
- H. Public safety activities, such as Law Enforcement Officers and Firefighters, who work overtime in emergency situations shall notify the Police/Fire Chief as soon as possible with the overtime worked.

11. On-call Policy

Due to the risk associated with providing public services, timely response to emergencies is necessary. Employees may be required to fill “on-call” shifts as determined by department heads.

- A. On-call shifts will begin Tuesday at 5:30 PM and will end the following Tuesday at 8:00 AM.
- B. Employees required by the City to be available for on-call shifts will be compensated at 10 hours for each on call shift. This compensation may be in either compensatory or paid out as straight time regardless of employment classification.
- C. Time is considered on-call time when the employee has freedom of movement in

personal matters as long as the employee is available for a call to duty. An employee may not be in on-call status while using leave or while otherwise unable to respond to a call to duty.

- D. On-call status shall be designated by a supervisor and shall be in writing. Carrying a pager or cell phone shall not constitute on-call time without this written agreement.
- E. The employee shall record the hours spent in on-call status, and any actual hours worked, on the official time record, for the specific date the hours were incurred, in order to be paid.
- F. An employee may not record on-call hours and actual hours worked for the same period of time.
- G. An employee shall receive 2 hours straight time for the first call out within a 24-hour period and will receive time and a half for any additional time during the first callout or any other call out during that same 24-hour period.

12. Time Sheets

Employees will complete and electronically sign, as verification of accuracy, an Employee Time Sheet showing all hours worked, including overtime, and submit the time sheet to their supervisor or department head for approval, which the supervisor will turn in to the finance department for processing.

- A. It is a job requirement that all non-exempt employees and employees working in an hourly paid position must “clock in” at the start of their shift and “clock out” at the end of their shift. Adjustments to hours worked and leave taken should be reported to your supervisor and finance weekly. To view hours worked contact the finance department.
- B. The FLSA does not permit an employer to benefit from the work of an employee without compensating them for such work. Therefore, all hours worked must be reported using the time clock electronic timekeeping system. Any time spent working while not clocked in (a.k.a. “working off the clock”) is strictly prohibited. Employees are required to clock in before performing any work and are not permitted to clock out until their shift has ended. Employees that under report or fail to report hours worked are subject to corrective action up to and including termination. Examples of “working off the clock” may include:
 - 1. Forgetting to clock in or out.
 - 2. Voluntarily continuing to work at the end of regular working hours.
 - 3. Taking work home to complete on the weekend or in the evening (without preauthorization)
 - 4. Checking/Reading/Reviewing work related emails or listening to work-related

voicemail messages while away from the office or workplace.

5. Answering phones, emails, or attending to customers while clocked out for a lunch break.
- C. Once an employee has clocked in, he/she is responsible for starting work. When a shift has been completed, it is the employee's responsibility to clock out. Employees conducting personal business or simply not working while clocked in may be considered "riding the clock" and could be subject to corrective action up to and including termination
- D. All full-time employees should clock out for lunch. If they do not clock out for lunch 30 minutes will be automatically deducted after 6 hours of work. Some departments require employees to leave their workstation for lunch and breaks. Check with your supervisor regarding this policy.
- E. Employees and supervisors must resolve all missed clock in or outs, reconcile and enter all leave taken, and review clock hours on the Monday following the close of a pay period. It is imperative that employees request any necessary time clock adjustments in a timely manner.
- F. If an employee is unable to clock in or out because of a time clock malfunction, accidental oversight, or other reason, it is the employee's responsibility to immediately inform accounting.
- G. The following infractions are prohibited, will be considered severe and may be subject to immediate corrective action, up to and including termination.
 1. Any attempt to tamper with timekeeping hardware or software.
 2. Clocking in or out for another employee (a.k.a. "buddy punching")
 3. Interference with another employee's use of the time clock
 4. Unauthorized viewing of another employee's time

SECTION XIV: SALARY PLANNING

1. General Policy

Vineyard has established a process to consider annual pay increases for employees using the annual CPI, annual performance evaluations (see Section XII, *form #50*),

2. Use of Annual Performance Evaluation

Each year the Mayor and Council will establish a percentage in the budget allocated to raises. Annual Performance Evaluations will be used to determine eligibility for annual pay increases as follows:

- A. A score of 4 or above – full increase
- B. A score of 3 to 3.9 – half increase
- C. A score below 3 – no increase

3. Criteria for Annual Pay Increase

Vineyard will consider annual pay increases for employees based on the following criteria:

- A. A Cost of Living Allowance (COLA) based on the April CPI from an established index, and;
- B. Up to full increase based on annual performance evaluation as outlined above.

4. Annual Pay Increases Not Automatic

Pay increases will be considered annually based on the criteria outlined above, as well as budget constraints each year. Pay increases are NOT automatic, and will be considered by the Council on an annual basis.

5. Pay Range Adjustments

The city will evaluate pay ranges every other year to ensure the pay ranges and compensation is competitive with the local market. This evaluation will be done by completing a market analysis with similar positions.

SECTION XV: PAYROLL ADMINISTRATION

1. Pay Periods

The Fair Labor Standards Act requires that wages be calculated on a periodic basis consisting of twenty-eight (28) days for employees working in public safety activities, such as Law Enforcement and Firefighters, and on a weekly basis for employees not working in public safety activities, unless an exception is granted by the Department of Labor.

2. Pay Days

Vineyard's paydays are as follows: Bi-weekly every other Friday beginning June 30, 2012.

3. Minimum Wage/Salary

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

4. Pay Deductions

Vineyard is permitted to make deductions authorized by their employees. The following is a checklist of payroll deductions:

A. Itemized Deductions.

1. Mandatory:
 - a. Medicare tax
 - b. Federal Tax.
 - c. State Tax.

SECTION XVI: REIMBURSABLE EXPENSES

1. General Policy

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

2. Training and Conferences

If required to attend training seminars, conferences, briefings, or gather information; an employee will be compensated, in addition to paying any tuition or fees, at the rate of one and one-half (1.5) times their regular work day pay if hours worked exceed forty (40) hours in that week.

3. Travel Policy

- A. All travel outside of the Vineyard limits during Vineyard work hours shall be authorized by the department heads. Employees traveling beyond a 50-mile radius of Vineyard shall complete a Travel Reimbursement Request Form. This form must be completed 2 weeks prior to scheduled travel to qualify for reimbursements.
- B. City vehicles shall be used for all travel, if a vehicle is not available, department heads may approve the use of a personal vehicle. Employees shall submit a Travel Reimbursement Request Form with required mileage. The employee will be reimbursed at the established IRS rate for travel deductions (currently fifty-four and one half (54.5) cents per mile). Employees traveling further take priority when allocating city vehicles.
 - 1. Employees attending trainings may elect to use a personal vehicle for their convenience. The employee will not qualify for a mileage reimbursement, but may be reimbursed for actual fuel expenses during travel. Original fuel receipts must be submitted to finance department in order to receive a reimbursement. Employees must begin and end trip with full tank of fuel to ensure accurate reimbursement.
 - 2. For employees that receives a monthly vehicle stipend, any travel that is less than 100 miles in total will not receive any additional reimbursement. If traveling further than 100 miles they may apply for a fuel expense reimbursement but will not qualify for a mileage reimbursement.
- C. Travel should occur during normal business hours. Reservations, airline tickets, & per diem shall be scheduled with this assumption. An employee may elect to adjust travel plans to meet personal needs; this shall not incur additional cost to the city.

- D. All hotels or other sleeping accommodations and airplane or other travel accommodations shall be arranged in advance for overnight trips and paid in advance of the trip.
- E. All registration fees, etc., will be paid in advance by check. If this is not possible, the employee will be reimbursed for their own expenditure for registration fees, etc. after presentation of a valid receipt in conjunction with previously authorized travel.
- F. Employees attending an elective training will be paid normal work hours for the days they are traveling and attending the training
 - 1. Overtime requests for extenuating circumstances must be approved beforehand by the department head.
- G. For any mandatory training the amount of thirty dollars (\$37.00) shall be granted as the maximum daily per diem allowance for Vineyard employees engaged in travel on the Vineyard's behalf. No per diem shall be authorized for meals that are provided as part of a training. No per diem shall be authorized for spouses of employees or others traveling with the employee at their own expense (Please note: the department head, however, may authorize the cost of a double rather than a single hotel room to accommodate the travel of a spouse with an employee). Receipts shall not be required for per diem advancements or compensation unless the employee requests reimbursement above the authorized amount.
- H. For any mandatory travel that requires less than a full day shall be compensated by the following specific per diem allowances:
 - 1. Breakfast: Seven dollars (\$7.00) maximum, when departing before 7:00 a.m.
 - 2. Lunch: Ten dollars (\$10.00) maximum. When departing before 11:00 a.m. or returning after 1:00 p.m.
 - 3. Dinner: Twenty dollars (\$20.00) maximum, when returning after 7:00 p.m.
 - 4. These amounts may be either advance after submission and approval of travel request or reimbursed after presentation of receipts.

SECTION XVII: BENEFITS

1. Worker's Compensation

- A. All employees are covered by workers compensation, which provides medical reimbursement and disability benefits for job-related illness or injury. An employee does not accrue benefits while receiving workers compensation payments. For exact compensation coverage, check the workers compensation contract on file with the Mayor, or designee.
- B. Employees may use accrued vacation or sick leave to make up the difference between workers compensation benefits and their base pay.
- C. Medical Attention. An employee who sustains a bona fide, on-the-job injury may seek medical attention from the medical facility of their choice. They must tell the doctor, HOW, WHEN and WHERE the accident occurred. The doctor will complete a medical report and copies of this report should be sent within seven (7) days to the insurance carrier, the Industrial Commission, and to the injured worker (Please Note: Do not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan).
- D. Initial Reporting of Illness or Injury. Reporting the accident or illness is critical to qualification for payment under workers compensation. If an employee is injured while on the job, no matter how minor, the circumstances should be reported to their supervisor or department head immediately. A copy of the report must be sent to the insurance carrier and a copy must be sent to the Industrial Commission within seven (7) days of the date of injury.
- E. Reporting while off the Job. While on leave because of a bona fide, on-the-job injury or illness, an employee must contact their supervisor or the department head to report on their condition. Failure to provide the required medical status reports may result in revocation of the leave and/or immediate termination.
- F. Return to Service. All employees must return to work after the approval of the attending physician. A statement from the attending physician stating the employee is able to resume normal duties will be required before returning to work. Failure to return to work when directed may result in immediate termination. An employee who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within their current job classification.
- G. At the time of final release or settlement of a workers compensation claim, if no vacancy exists, and if a reasonable effort, which has proven to be unsuccessful, has been made to place the employee in another position, they may be terminated and paid any accrued benefits due to them.

2. Insurance

- A. Medical Health Insurance. It is the policy of Vineyard to pay the cost of health insurance for:
 - 1. Each individual full-time employee and a part of their families.
- B. Life Insurance. A basic life insurance policy is provided free of charge for each full-time employee at Vineyard's expense. This is included in the package with the health insurance.
- C. Insurance Termination, Transition, and Conversion.
 - 1. Termination. When an employee is terminated from employment with Vineyard, Vineyard will cease making contributions to the employee's insurance plans.
 - 2. Transition. In cases requiring longer than three (3) months, arrangements may be made with the Mayor or designee for the employee to pay the additional premiums required. Both Medical/Health Insurance and Life Insurance may be converted on termination in accordance with the terms of the individual policies. This is an individual responsibility that should be made directly between the individual employee and Vineyard.
 - 3. Conversion.
 - a. The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 is available for those employees who resign or are terminated from employment or if work hours are reduced which makes the employee no longer eligible to participate in the state group health insurance plans. Employees may have the right to continue to participate in a COBRA program through the state for up to eighteen (18) months at the employee's expense, subject to current state and federal law.
 - b. Eligible dependents may also extend coverage, at their expense, for up to thirty-six (36) months in state health insurance plans in the event of the employee's death, divorce, legal separation, or entitlement to Medicare benefits, or when a child ceases to be eligible for coverage as a dependent under the terms of the plan, subject to current state and federal law.

3. State and Federal Unemployment

All employees whether regular, part-time, or temporary are covered by the benefits of State and Federal Unemployment.

4. Continuing Training

Employees are encouraged to obtain continuing training through attendance at job related seminars. Requests for attendance must be approved in advance by their department head.

- A. Required by Vineyard. When Vineyard requires an employee to attend any education or training course, conference, seminar, or certification course, Vineyard will provide the necessary time off with pay and will reimburse the employee for all associated costs including tuition or registration fees, authorized travel, meals, and lodging.
- B. Encouraged by Vineyard. Employees are encouraged to further their education and training in areas that will enhance their job performance. Upon advanced approval by the Mayor or designee, and upon successful completion of relevant training courses, employees shall be reimbursed for tuition fees, materials, and other necessary and approved expenses upon presentation of proper receipts (amount or percentage reimbursed approved on a case by case basis). Proof of successful completion will include one of the following:
 - 1. A certificate indicating successful course completion, if applicable.
 - 2. A grade point average of 2.0 or higher on a 4.0 (A, B, C, D) scale.
 - 3. A passing grade on a pass/fail grading system.
- C. Reimbursement of training expenses. An employee who undertakes voluntary training or education, and is reimbursed by the City for the expenses of the training, shall be required to sign an agreement with Vineyard. As a condition, of being reimbursed for the voluntary training they will agree to pay back Vineyard the cost of the training if the employee voluntarily leaves employment with Vineyard within 3 years following the date the reimbursement payment is made to the employee.

5. Retirement System

Additional details are available from the Finance Department.

- A. All full time Vineyard employees are covered by the Utah State Retirement Systems, unless otherwise authorized by the City Council according to State Law. Vineyard shall follow the eligibility requirements as set forth by the Utah Retirement System.
- B. The cost of this program is paid for by Vineyard and the employee in the percentages set by action of the City Council.

SECTION XVIII: FAMILY AND MEDICAL LEAVE ACT (FMLA)

1. General Policy

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a 12-month period for:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee's spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

- A. A single public agency is further defined under Section 3(x) of the Federal Labor Standards Act to include Vineyard.
- B. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a medical facility or continuing treatment by a health care provider.
- C. Intermittent leave or a reduced leave schedule for medical reasons can be taken under this policy when medically necessary. Intermittent leave or a reduced leave schedule to care for a new child can be taken only if the employee and Vineyard mutually agree to that arrangement.
 1. Intermittent leave is leave that is not taken consecutively.
 2. A reduced leave schedule is a leave schedule that reduces the usual number of hours per workweek or hours per work day.

2. Eligibility

To be eligible for FMLA leave, an employee must:

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

3. Leave Options

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

4. Notice and Medical Certification Requirements

When an employee notifies Vineyard of their request for FMLA leave, Vineyard will provide the employee with an "Employer Response to Employee Request for Family and Medical Leave Form" (Form WH-381) (form#43 WH-382). Vineyard may require the employee to provide advanced leave notice and medical certification. Employees who are required to provide medical certification will use a "Certification of Physician or Practitioner Form" (form #44 WH-380). Additionally, FMLA leave may be denied if the following requirements are not met:

- A. The employee ordinarily must provide thirty (30) days advance notice when the leave is foreseeable. When this is not possible, the employee should provide such notice as is possible.
- B. The employee may be required to provide the employer with medical certification to support a request for FMLA leave because of a serious health condition. If the employer requires a second (2nd) or third (3rd) opinion, they will both be at the employer's expense.
- C. A fitness for duty report is required before an employee returns to work with the employer.

5. Benefits and Employment Status

- A. During the FMLA leave, the employer must maintain the employee's health benefits coverage under any group health plan that the employee has with the employer.
- B. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's FMLA leave. However, no seniority or other benefits will accrue during the FMLA leave.
- C. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

SECTION XIX: LEAVES OF ABSENCE

1. Absent Without Leave

- A. Any unauthorized absence of an employee from duty shall be grounds for disciplinary action, up to and including termination, by their department head.
- B. Any employee who is absent for three (3) or more consecutive work days without authorized leave shall be deemed to have voluntarily resigned their position and employment without notice. Where extenuating circumstances are found to have existed, however, such absence may be covered by the department head, by subsequent grant of leave with or without pay as the circumstances dictate.

2. Annual Vacation Leave

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

Years of Service	Accrual Hours Annually
0-1	48
1-4	96
5-9	120
10-14	144
15 +	168

- B. Persons hired on an emergency, part-time (under an annual average of 30 hours per week), seasonal, temporary or contract basis shall not accrue annual vacation leave.
- C. The maximum annual vacation leave, which can be accrued and carried forward from calendar year to calendar year, is eighty (80) hours. Any accrued annual vacation leave in excess of eighty (80) hours shall be cashed in on January first (1st) of the year following the calendar year (Jan. 1 to Dec. 31) in which the leave was accrued. This cash in shall be compensated at a rate of 25%, and shall be paid as a one-time bonus on the first paycheck in January the following year. (An employee making \$10 dollars per hour who cashes in 40 hours would receive a \$100 bonus.)
- D. A holiday, which falls during an employee's annual vacation leave, shall be counted as a paid holiday and not as annual vacation leave.
- E. An employee who is separated from employment may be compensated for all accrued annual vacation leave.

- F. All annual vacation leave requests should be submitted a reasonable time in advance of the desired time off to the supervisor or department head. If an excessive number of employees request annual vacation leave for the same time-period, annual vacation leave shall be granted in order of application (first-come-first-served) at the discretion of the department head.
- G. Donation. Employees may donate 33% or a maximum of 100 hours of accrued sick leave and or vacation to another employee for terminal or life threatening illnesses at the discretion of the Mayor or designee.
- H. Employees transferring from other positions may be given up to 5 years of service credits for related experience in a similar position. This year of service credit is available at the discretion of the mayor and city manager

3. Holiday Leave

- A. It is the policy of Vineyard to provide paid holiday benefits for employees working 30 hours or more per week. Full time employees will be paid at a rate of 8 hours per holiday. A part time employee working 30 hours per week would receive 6 hours holiday pay. Paid holidays are as follows:
 - 1. New Year's Day.....January 1st
 - 2. Human Rights Day.....3rd Monday in January
 - 3. President's Day.....3rd Monday in February
 - 4. Memorial Day.....Last Monday in May
 - 5. Independence Day.....July 4th
 - 6. Pioneer Day.....July 24th
 - 7. Labor Day.....1st Monday in September
 - 8. Thanksgiving Day.....4th Thursday in November
 - 9. Day after Thanksgiving.....4th Friday in November
 - 10. Christmas Day.....December 25th
 - 11. Day Before or After ChristmasDecember 24th or 26th
 - 12. Any day designated by the Governor as a State Holiday will be observed.
- B. If any of the above holidays fall on Saturday, then the preceding Friday shall be the holiday. If any of the above holidays fall on Sunday, then the following Monday is the holiday.

4. Sick Leave

- A. Purpose. Sick leave shall not be considered as a privilege, which an employee may use at their discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee or immediate family of the employee.
- B. Use of sick leave. Sick leave may be used at any time with approval of the supervisor or department head for any of the following reasons:
 - 1. When the employee is unable to perform their regular duties or other temporary work to which they may be assigned.
 - 2. Visits to hospitals, clinics, doctors and dentists' offices for diagnosis or treatment of illness or injury or examination. The minimum time that may be taken by non-exempt employees is one (1) hour.
- C. Eligibility. Sick leave shall be available to all permanent full-time employees, Seasonal, temporary, provisional, and emergency employees are not eligible for sick leave. Sick leave will not be granted to employees during their first ninety (90) calendar days of employment, except for emergency circumstances.
- D. Accrual. Fulltime employees shall receive eighty (80) hours per year. Sick leave is accrued to a maximum of 360 hours. The employee will begin to accrue sick leave immediately upon being hired by Vineyard. Sick leave shall not accrue if an employee is in a leave-without-pay status. Records will be kept by the Finance Department.
- E. Use. Sick leave shall be used when an employee has called in sick and charged against non-exempt employees in not less than one (1) hour increments. Advance sick leave is not allowed. Working extra hours to make up for sick time used must be preapproved by their supervisor.
- F. Donation. Employees may donate up to 33% or a maximum of 100 hours of accrued sick leave and or vacation to another employee for terminal or life threatening illnesses at the discretion of the City Administrator.
- G. Separation An employee who terminates employment regardless of whether it is involuntary or voluntary, shall not be compensated for unused accrued sick leave.
- H. Payments.
 - 1. In order to qualify for sick leave payments, an employee must notify their supervisor or department head, no later than one (1) hour after normal starting time on each day of absence unless the circumstances surrounding the absence make such notification impossible. The supervisor or department head should also be kept advised of the employee's progress and expected date of return to duty.

2. Any absence for illness beyond accrued sick leave will result in the employee being carried on annual leave status until all annual leave has expired, then be carried in a leave-without-pay status.
3. Certification of Illness. For sick leave in excess of three (3) consecutive working days, or if abuse of sick leave is indicated, the department head may require a certificate from the attending physician stating that such illness prevented the employee from working.
- I. Reporting Absences. An employee should contact his/her supervisor prior to the start of their work time and will be paid only when the employee (or a member of the immediate family of the employee that is incapacitated) notifies their supervisor, or department head, within one (1) hour after the employee's scheduled reporting time. Continued reporting for more than a one-time absence will be accomplished as directed by the department head. The department head, may request a doctor's release any time they question the reasonableness of an absence of one (1) day or more. This type of request should be the exception, not the rule.

5. Parental Leave

- A. An employee who becomes pregnant, or whose legal or common law spouse becomes pregnant, may continue working, prior to the birth of the child, until such time as the employee can no longer satisfactorily perform the essential functions of their duties. This parental leave will apply for up to a maximum of twelve (12) weeks.
- B. During a parental leave period in excess of four (4) weeks and up to twelve (12) weeks, the employee will still receive a health insurance benefit, but will not accrue additional leave time.
- C. During a parental leave period, the employee may elect to use some or all available leave time.
- D. Vineyard may fill vacancies created by parental leave with temporary or provisional appointments. At the expiration of the parental leave, the employee shall return to the same position, where feasible, or to a similar position. Failure of the employee to return to work at the expiration of parental leave shall be considered a voluntary resignation of their position and employment without notice.

6. Injury Leave

Any employee injured on the job, however slightly, must report the fact immediately to their supervisor or department head. It shall be the duty of the supervisor or department head, to obtain information regarding the accident or injury and to complete and submit such reports as are required. Unused sick leave or vacation leave may be granted in accordance with applicable rules and regulations. During injury leave periods, vacation leave, sick leave, or time toward yearly performance evaluation shall not accrue, unless an exception is granted by the City

Administrator. However, injury leave for periods greater than six (6) months shall in no case be granted. Furthermore, eligibility for such leaves requires conformance with all worker's compensation regulations.

7. Military Leave

A permanent employee shall be granted leave with compensation for the difference in salary for active duty, for service in the National Guard or in the Armed Forces reserves for the purpose of fulfilling annual field training. Paid military leave shall not exceed ten (10) working days in any one (1) calendar year. (Utah State Code 39-3-1 & -2). Any compensation, including travel and expense allowance, received by the employee must be turned back to Vineyard.

8. Jury Leave

A permanent or probationary employee may be granted leave with full pay when performing jury duty or when required to serve as a witness in any Vineyard litigation in any municipal, county, state, or federal court, or before an administrative tribunal. Any compensation, including travel and expense allowance, received by the employee must be turned back to Vineyard. Paid leave will not be granted when the employee is serving as his own witness in financial and related suits, which he has initiated.

9. Funeral Leave

The department head, shall grant an employee up to three (3) days of funeral leave with pay to attend the funeral of the employee's legal or common law spouse, child, step-child, daughter or son-in-law, parent, step-parent, grandchild, mother or father-in-law, sister or brother-in-law, grandparent, spouses' grandparent, brother or sister. Funeral leave shall not be charged against accrued annual vacation or sick leave.

10. Administrative Leave with Pay

- A. While performing authorized duties. A permanent or probationary employee may be granted administrative leave with pay to perform authorized duties in connection with Vineyard business, attend trade or professional meetings which relate to official duties, participate in recognized and authorized training programs, or facilitate the needs of Vineyard.
- B. Pending possible disciplinary action. A permanent or probationary employee may be granted administrative leave with pay pending the outcome of an investigation undertaken to determine if disciplinary action against the employee is warranted.

11. Leave Without Pay

- A. The Mayor, or designee, may grant an employee leave without pay for a specified period of time, not to exceed one (1) year. At the expiration of the leave without pay, the employee shall return to the same position, where feasible, or to a similar position. Failure of the employee to return to work at the expiration of leave without

pay shall be considered a voluntary resignation of their position and employment without notice.

- B. A leave without pay shall not constitute a break in service. However, during a leave without pay period in excess of thirty (30) calendar days, an employee's annual vacation leave, sick leave, and time toward their performance evaluation, if applicable, shall not accrue.
- C. Leave without pay shall be granted:
 - 1. For education purposes when the employee's course of study will be of direct benefit to Vineyard, their absence will not be a hardship for their department, and the employee agrees to return to work at the end of the leave without pay period.
 - 2. To attend funerals not covered by the funeral leave policy.
 - 3. To attend to an ill or injured member of the employee's immediate family when the absence is not covered by sick leave.
- D. Employees are expected to apply for leave without pay in advance and in writing, providing as much detail about the absence as possible so that the Mayor, or designee, may decide where the leave without pay is warranted.

12. Documentation of Leave

Some of the above absences must be supported by a copy of the official paperwork causing the absence. Such paperwork must be submitted to the department head, as soon as possible. In some cases where official paperwork is not available, the department head, may request that the employee supply additional information in writing to support the absence.

SECTION XX: GENERAL SAFETY

1. General Policy

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

- A. Proper licensing and extreme caution are required by all employees operating any type of power equipment.
- B. Employees will use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, back supports, and hard hats, if required or appropriate to the work performed.
- C. Employees will avoid wearing loose clothing and jewelry while working on or near equipment and machines. Long hair will be properly secured.
- D. All accidents, regardless of severity, personal or vehicular, shall be reported immediately to the supervisor/department head.
- E. Defective equipment will be reported immediately to the supervisor.
- F. Employees will not operate equipment or use tools for which licensing and training has not been received.
- G. In all work situations, safeguards required by State and Federal Safety Orders will be provided.
- H. Due to the potential risk of serious injury or death, employees are prohibited from entertaining, or caring for, guests or family members in or around inherently dangerous work areas. These areas include, but are not limited to:
 - 1. Road repair.
 - 2. Construction areas.
 - 3. Vehicle maintenance areas.
 - 4. Swimming pools.
 - 5. Animal control.
 - 6. Power plants.
 - 7. Sewers.

2. Proper Use of Vineyard Equipment and Tools

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

- A. Employees shall be required to attend training provided by Vineyard; including an explanation of job hazards, safety procedures and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job description. Employees may attend additional training as approved by Vineyard.
- B. A commercial driver's license (CDL) is required for operators of commercial motor vehicles. No individual shall be allowed to operate such vehicles unless they have a current commercial driver license in their possession. This license is required pursuant to the Commercial Motor Vehicle Safety Act, signed into law on October 27, 1986. Employees must renew their commercial driver license at four (4) year intervals. Employees required to obtain or renew a CDL will be reimbursed for the cost to obtain or renew such CDL
- C. Operators and passengers in a business-use vehicle equipped with seat belts must wear them when the vehicle is in operation, and all employees operating vehicles shall observe all local traffic laws and Vineyard's Cell Phone Policy (see section VII:8)
- D. Employees shall keep the agency vehicles, which are used by them clean, presentable, and serviceable. Employees receiving car allowances shall also keep their vehicles clean, presentable, and serviceable.

SECTION XXI: UTAH OSHA REQUIREMENTS

1. General Policy

It is the policy of Vineyard to maintain an environment, which is free from any recognizable hazard, which is likely to cause death or serious injury to any employee through open communication with all employees.

2. Posting UOSHA Notices

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

3. Inspection Procedures

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

- A. If an inspector arrives on the job site, an employee should understand that they are not authorized to offer any information requested by the inspector.
- B. The employee will inform the inspector that the employee will contact the supervisor, or department head, who will accompany the inspector during any inspection.
- C. The supervisor/department head should make sure that all employees know who they are required to contact, including all alternates, in the event an UOSHA inspector shows up on the job site.
- D. If the UOSHA inspector does not reveal the appropriate credentials at the outset of the inspection, the supervisor or department head, should ask the inspector to reveal their credentials and should examine them before allowing an inspection of the job site.
- E. The supervisor or department head should not refuse an inspection of the job site where the inspector does not have a warrant to inspect.
- F. If the credentials are appropriate, and before beginning the inspection, the supervisor or department head, should ask the inspector the reason the inspection is being conducted. If it is routine, no further requests are required. If the inspection was due to an employee complaint, the supervisor or department head, should request a copy of the complaint. This will help Vineyard correct any safety problems (Please Note: Under no circumstances should the information received on an employee complaint be used for disciplinary action toward an employee as this type of action is prohibited by law).

- G. The supervisor or department head, should accompany the inspector during the entire inspection of the job site.
- H. The supervisor or department head, should take notes throughout the entire inspection. The supervisor or department head, should note every comment and observation made by those participating in the inspection. The supervisor or department head, accompanying the inspector should not volunteer any unsolicited information.

4. Accident Reporting Procedures

- A. Employees who are injured in connection with employment, regardless of the severity of the injury, must immediately notify the supervisor or department head, who will ensure prompt and qualified medical attention is provided and all required UOSHA reports are completed. Employees, who do not and/or will not accept qualified medical attention when directed by their supervisor or department head, shall be subject to disciplinary action, up to and including termination.

- B. The supervisor or department head, will investigate the job-related injury to determine the cause of the injury.

- C. Reporting Requirements:

Vineyard shall contact UOSHA within eight (8) hours of the occurrence of any job-related death, disabling, serious, or significant injury, and/or any occupational disease.

In addition, Vineyard must report all fatal heart attacks that occur at work.

Vineyard shall report all work-related inpatient hospitalizations, amputations, and losses of an eye within 24 hours

Vineyard must submit OSHA form 300A when 20 or more employees are in positions of historically high rates of injuries or illness. The report deadline beginning in 2019 and every year thereafter is March 2nd

- D. Vineyard shall file the required report with UOSHA within seven (7) days after first knowledge or notification of an injury or occupational disease resulting in medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job. Minor injuries such as scratches and cuts do not need to be reported to UOSHA if they require only minor first-aid treatment.
- E. Vineyard shall keep a copy of the UOSHA report in their UOSHA File.
- F. Vineyard shall give the employee a copy of the UOSHA report and explain the employee's rights and responsibilities concerning the work-related injury or occupational disease.

- G. If an employee later dies as a result of work-related injury, Vineyard shall file a report with UOSHA within seven (7) days of first knowledge or notification of the death.

SECTION XXII: CONFINED SPACE ENTRY

1. General Policy

Vineyard has a written confined space entry policy, as required in accordance with Volume 29 Code of Federal Regulation 1910.146. this policy will be updated as necessary.

2. Requirements

the written confined space entry policy includes the following:

- A. A review of potential confined spaces.
- B. A permitting system for entering permit-required confined spaces.
- C. A rescue plan for managing confined space incidents.
- D. Protocols for managing contractors doing work in Vineyard's confined spaces.
- E. A list of the appropriate personal protective equipment and hardware (hoists, winches, gas monitors, respirators, and ventilation gear) required for safe entry and exit.

3. Training

Annual training on the confined space entry policy is required for all employees required to enter confined spaces.

SECTION XXIII: DISASTER RESPONSE PLANNING

1. General Policy

Vineyard has developed the following Disaster Response Plan using, in part, a Disaster Response Planning Guide (see Form # 46 for details). All employees will be expected to adhere to this Disaster Response Plan to the maximum extent possible and practicable.

2. Employee Disaster Notification

- A. Employees are required to sign up and register for the Utah County Everbridge Notification System. Administration and supervisors are responsible for notifying all Vineyard employees of disaster response actions required.
- B. Notification for Vineyard employees will be made using the Utah County Everbridge Notification System.

3. Disaster Response Plan

Wind, Water, Fire, Earthquake, Volcano, Nuclear, Terrorist, Manmade, Etc. See “Disaster Response Planning Guide” (form #46)

- A. Employees already at work will assess the disaster and take whatever evasive action is deemed necessary, within the law, to protect themselves, their fellow employees, and the public in general.
 - 1. Employees will report to the supervisor or department head, as soon as practical and await instructions.
 - 2. Use of all Vineyard vehicles, equipment, tools, and office items, including telephones and computers, will be used only as directed by an employee’s supervisor during an emergency situation.
 - 3. Employees will be allowed to contact their families as soon as their supervisor can allow this action to be taken.
- B. Employees not at work will assess the disaster and take whatever evasive action is necessary, within the law, to protect themselves and their families.
- C. Employees not at work will contact their supervisor or department head, as soon as practical for further instructions.

4. Suspicious Person or Activity

- A. Not everything you see is suspicious, you must learn what is normal before you can report anything abnormal. For example, a person walking across the parking lot is not necessarily suspicious. However, a person walking through the building attempting to open office doors is suspicious. Suspicious activity refers to suspicious

persons, behavior and activity. Your assistance in reporting suspicious activity helps to maintain a safe and secure environment for all Vineyard employees. If in doubt, report it.

5. Reporting Suspicious Persons or Activities

- A. If you witness a crime or suspicious activity, it is important to report it immediately after the incident occurs. The chances of catching the perpetrator will be much greater than if you wait even just a few minutes. Because police officers cannot be everywhere at once, they need your help. Your special efforts regarding prompt and accurate reporting of these incidents can help keep our city facilities safer for everyone. Below is a set of guidelines on reporting suspicious persons or activity.

When you report suspicious persons or activities – remember the four W’s – Who, What, When and Where.

1. Who is the suspicious person? (Provide a description of the person.)
2. What is the suspicious activity?
3. When did the incident occur or is it still taking place?
4. Where is the suspicious person/activity?

- B. Immediately report the incident to your supervisor, city manager or a police officer, if on site.
- C. Do not try to handle the problem yourself.
- D. Do not delay reporting the incident.

Do not leave the location from which you are reporting the incident unless you are in danger

6. Suspicious Activity, Person or Assailant Threats

- A. Vineyard has developed the following procedures to be followed in the event that a suspicious person or assailant is in the area:

1. Employees will use the Sir Name of their supervisor or department head, that they are addressing, repeated again, to alert him/her, of a threatening situation. An example following this procedure would be: Mr. (Last name of the supervisor), Mr. (Last name of the supervisor), could you please come to the front desk.
2. Employees will physically signal to supervisors or employees that a threatening situation exists.

- B. Be Observant. Vineyard has developed a “Suspicious Persons or Assailants Identification Checklist” (*form #47*) for employees to use. Features and physical characteristics that employees can remember about suspicious persons or assailants will greatly help local law enforcement officials in the apprehension of suspects.

7. Suspicious Packages or Objects

- A. If you receive or discover a suspicious package or foreign device, do not touch it, tamper with it, or move it. Immediately inform a police officer if onsite, dial 911 report it.
- B. Move people away from the suspicious object. Do not move or attempt to open the package. Do not investigate the package too closely. Do not cover or insulate the package. Suspicious packages are not limited to those delivered by a commercial or U.S. postal carrier. The following characteristics have been designated by the U.S. Post Office and the Bureau of Alcohol, Tobacco, Firearms and Explosives as indicators of suspicious packages:
 - Lumps, bulges, or protrusions on a package
 - A lopsided or heavy-sided package or excessive masking tape
 - Handwritten addresses or labels from companies (check to see if the company exists and if they sent a package or letter)
 - Packages wrapped in string
 - Excess postage on small packages or letters
 - No postage or uncanceled postage
 - Handwritten notes, such as, "To Be Opened in the Privacy of," "Confidential," "Your Lucky Day Is Here," "Prize Enclosed"
 - Restrictive markings such as "confidential" or "personal"
 - Improper spelling of common names, places, or titles
 - Generic or incorrect titles. Titles with no name attached
 - Leaks, stains, or protruding wires, string, tape, etc.
 - Hand delivered or "dropped off for a friend" packages or letters
 - No return address or a pretend return address
 - Foreign mail, air mail, and special-delivery packages
 - Any letter or package arriving before or after a phone call from an unknown person asking if the item was received

8. Telephone Bomb Threats

- A. Do not hang up. Remain calm.
- B. Take the caller seriously. Assume the threat is real.
- C. If you have Caller ID, look for the originating number.
- D. Do not use cell phone, two-way radio, or any wireless communication device, as it can act as a trigger for an explosive device.
- E. Have a coworker call 911 on another line. If you are alone, after the call is disconnected by the caller, do not hang up the phone. Press *69 first and then hang up the phone. This procedure will "capture" the phone line so that the phone city can trace it. Then call 911 to report the threat.
- F.

- G. Be Attentive. Vineyard has developed a “Telephone Bomb Threat Checklist” (*form #48*) for employees to use. Voice characteristics, background noises, and bomb threat details that employees can remember about suspicious persons or assailants will greatly help local law enforcement officials in the apprehension of suspects.



Community Development

Date: August 28, 2019
From: Morgan Brim, Community Development Director
To: City Council
Item: 9.4 **Continued** Public Hearing and Consideration of Ordinance 2019-06 Zoning Text Amendments
Applicant: City Initiated

OVERVIEW:

During the last City Council meeting, the City Council approved Ordinance 2019-05 but removed provisions regarding accessory structures within street side corner lots and accessory dwelling units. These amendments were continued to the August 28, 2019 meeting. Staff added a provision to require screening of accessory structures in street side yard corner lots. Additionally, a Glen Petit, Home Center owner requested that the minimum size for accessory structures be reduced to 5,000 square feet. This is due to the Cottonwoods Subdivision being constructed with accessory dwelling units. This lots range in size from 5,100 to 6,000 square feet. Staff will prepare an alternate version if the council would like to see things modified.

PUBLIC COMMENT:

Other than the conversation staff had with Glen Petit, no formal public comments have been submitted.

RECOMMENDATION:

Staff recommends the City Council approve the proposed Ordinance 2019-06 Zoning Text Amendments.

The Planning Commission, following their public hearing on August 7, 2019 recommended approval of Ordinance 2019-05 to the City Council.

PROPOSED MOTION:

"I move to approve Ordinance 2019-06 Zoning Text Amendments."

Attachments:

Ordinance 2019-06

**VINEYARD
ORDINANCE 2019-06**

AN ORDINANCE OF THE CITY OF VINEYARD, UTAH, AMENDING THE VINEYARD ZONING ORDINANCE TITLE 15 SECTION 15.12.060 DIMENSIONAL STANDARDS TABLE TO REFERENCE ACCESSORY STRUCTURE PROVISIONS; SECTION 15.34.060 ACCESSORY DWELLING UNITS TO ESTABLISH MINIMUM LOT SIZE REQUIREMENTS, INCREASE ONSITE PARKING REQUIREMENTS & UNIT SIZE REQUIREMENTS AND SECTION 15.34.030 ACCESSORY BUILDINGS TO PROVIDE PROVISIONS FOR ACCESSORY STRUCTURES AND BUILDINGS LOCATED IN STREET SIDE YARDS OF CORNER LOTS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Title 10, Chapter 9a Municipal Land Use, Development, and Management Act of Utah Municipal Code, permits Vineyard to ensure the health, safety, and welfare of the community through local land use planning and the adoption of land use ordinances; and

WHEREAS, Vineyard is authorized to amend the City's Zoning Ordinance pursuant to Utah Municipal Code Section 10-9a-102(2); and

WHEREAS, the Planning Commission held a public hearing on August 7, 2019, and after fully considering public comment and staff recommendations, recommended approval to the Vineyard City Council; and

WHEREAS, the Vineyard City Council, having reviewed the proposed text amendments, held a public hearing on August 14, 2019, and August 28, 2019; and

WHEREAS, the Vineyard City Council having considered the recommendation of the Planning Commission and submitted comments and testimony from the public, having determined that it is in the best interest of the public and adopt the proposed text amendments to the Zoning Ordinance.

NOW, THEREFORE, be it ordained by the City Council of Vineyard, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “15.34.060 Accessory Dwelling Units” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

15.34.060 Accessory Dwelling Units

Purpose: The purpose of the accessory dwelling unit ordinance is to promote areas in the city to accommodate an expanding population, establish regulations to address the health, safety and welfare of the community, to provide flexibility for changes in household size associated with life cycle and to enable a level of financial security for home owners.

1. **Location:** Accessory dwelling units are allowed as an accessory use to a single-family detached residence and are limited to the following development configurations:
 - a. Over a detached garage, provided the parking within the garage is not eliminated or converted to living space, stairs or otherwise disrupts required parking;
 - b. Within the home through an internal conversion of the housing unit maintaining an internal connection between living areas; or
 - c. An addition to the home, containing an internal connection between the accessory dwelling unit and the principal part of the dwelling unit; provided, that the addition will not alter the single-family character of the structure.
2. Minimum lot size: A minimum lot size of six thousand (6,000) square feet is required for homes containing an accessory dwelling unit.
3. **External appearance:** The accessory dwelling unit shall not alter the appearance of the structure as a single-family residence. There shall be no external evidence of occupancy by more than one (1) family, such as two (2) front doors. The architectural style, building materials and building colors of an accessory dwelling unit shall be compatible and consistent with the architectural style, materials, and color of the primary building. Mobile homes, travel trailers, boats, or similar recreational vehicles shall not be used as an accessory dwelling unit.
4. **Sale of principle dwelling:** An accessory dwelling unit shall not be sold separately from the sale of the principle building dwelling located on the same lot.
5. **Owner occupied:** The principle dwelling of the property shall be the primary residence of the property owner.
6. **Number of units:** A maximum of one (1) accessory dwelling unit may be established as a secondary use to a detached single-family dwelling.
7. **Unit size:** Accessory dwelling units shall neither~~not~~ exceed ~~the greater of~~ 50% of the size of the principle dwelling nor 1,200 square feet. In no case shall the accessory dwelling unit contain habitable square footage less than 300 square feet.
8. **Dimensional standards:** Accessory dwelling units shall comply with required building height, setbacks and all applicable dimensional standards listed in VZC 15.64 Table of Uses and Development Standards for attached or detached accessory buildings.
9. **Utilities:** An accessory dwelling unit shall be connected to, and served by, the same water, sewer, electrical, and gas meters that serve the primary building. No separate utility lines, connections, or meters shall be allowed for an accessory dwelling unit.

10. **Parking:** A single-family dwelling with an accessory dwelling unit shall provide a minimum of ~~five~~^{four} (5⁴) off-street parking spaces located on a paved surface or approved driveway. A minimum of two (2) off-street parking spaces shall be designated for the use of those residing in the accessory dwelling unit. The number of off-street parking spaces shall not be less than the number of vehicles maintained on the property. Only driveways or parking pads containing a minimum length of eighteen feet (18') may be counted toward required onsite parking. The minimum length of a driveway counting toward onsite parking shall not include any land associated with street rights-of-way, sidewalks or public property/access. All onsite parking spaces shall contain a minimum width of eight feet (8').
11. **Addresses:** The single-family dwelling and accessory dwelling unit shall have unique addresses.
12. **Entrance:** The exterior entrance to the accessory apartment shall be on the side or rear of the building and shall enter directly into the accessory dwelling unit. The interior entrance to the accessory dwelling unit shall be from within the principle dwelling unit. Only one (1) front entrance shall be visible from the front yard.
13. **Application:** An accessory dwelling unit application may only be approved if the property meets the standards listed in this section. An accessory dwelling unit shall not be authorized on a property that has outstanding ordinance violations or unpaid taxes.
14. **Compliance with adopted codes:** Accessory dwelling units shall meet all requirements of the adopted Building Code and other applicable city ordinances and regulations.

SECTION 2: **AMENDMENT** "15.34.030 Accessory Buildings" of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

15.34.030 Accessory Buildings

1. Accessory buildings and accessory uses may be authorized in association with a primary building or primary use.
2. Accessory buildings and accessory uses shall only be authorized concurrently with, or following, the establishment of the primary building or primary use.
3. Accessory buildings are only permitted within the rear yard and street side yards of corner lots. ~~of an established lot.~~
4. Accessory buildings located within the street side yard of a corner lot shall maintain a minimum setback distance of three (3') feet from the street side property line. Accessory buildings located within street-side yards of a corner lot shall be screened with a fence from the street right-of-way on the front and sides and from neighboring properties adjoining the subject parcel on the rear property line.
5. Accessory buildings located within the street side yard of a corner lot shall not exceed a height of ten (10') feet.

6. No storm water runoff from any accessory building shall be allowed to run onto adjacent property.
7. Accessory buildings shall meet all of the required dimensional standards of VZC 15.12.060.
8. Accessory buildings shall comply with the requirements of the adopted Building Code, as applicable.
9. No mobile home, travel trailer, boat, or similar recreational vehicle shall be used as an accessory building.
10. No shipping container, cargo container, shipping crate, box, trailer, or similar moveable piece of equipment or object shall be used as an accessory building.
11. No accessory buildings shall be rented, leased, or sold separately from the rental, lease, or sale of the primary building, except as allowed in VZC 15.34.060.
12. No accessory building shall be used as a permanent dwelling unit, except as allowed in VZC 15.34.060.
13. Accessory buildings used for the housing of domestic livestock or fowl shall comply with the requirements of VZC 15.34.120.

SECTION 3: **AMENDMENT** “15.12.060 Dimensional Standards Table” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

15.12.060 Dimensional Standards Table

1. Unless otherwise specified, development in the city shall comply with the standards set forth in the Dimensional Standards Table. Special purpose districts standards are located in [VZC 15.14 Special Purpose Districts](#).
2. Dimensional standards regulating accessory buildings of VZC 15.34.030 shall apply.
3. All other applicable development standards are located within various chapters of the zoning ordinance.

Dimensional Standards Table

STANDARD S	O S	A -1	R & A - 5	R E - 2 0	R - 1 - 1 5	R - 1 - 1 0	R - 1 - 8	R-2-15	HDR -1	HD R-2	R M U	B P	R C	F O I	M	P F
Minimum Lot Size	N A	4 0 A c r e s	5 A c r e s	4 0, 0 0 sf	1 5, 0 0 sf	1 0, 0 0 sf	8, 0 0 0 sf	15,000 sf per SFD or 25,000 sf per Two- Family Dwelling	10,000 sf plus 5,000 sf per multi- famil y unit.	8,000 sf plus 4,500 sf per mul ti- fami ly unit .	10 ac re ¹ . sf	4 0, 0 0 sf	N A	2 0, 0 0 sf	2 0, 0 0 sf	N A
Maximum Base Density allowed by a PD Overlay District in Units Per Acre	N A	1 u n i t p e r 2 0 a c r e s	1 u n i t p e r 5 a c r e s	1. 7 5 u n i t p e r a c r e	2. 3 2 u n i t p e r a c r e	3. 5 u n i t p e r a c r e	4. 3 5 u n i t p e r a c r e	2.33 SFD units per acre. 2.8 Two- family dwelling units per acre.	2-12 units per acre with an avera ge of 8 units per acre.	9.7 unit s per acre .	N A	N A	N A	N A	N A	N A

Minimum Lot Width	N A	Lot width to lot length not less than 1:3		100'	90'	80'	80'	100' for SFD and 120' for Two-Family Dwellings	60' unless otherwise approved by the City Council.	120'	See standard	140'	N A	100'	100'	N A
Minimum Distance Between Condominium & Multi-Family Units Primary Buildings located on the same Lot or Parcel	N A	N A	N A	N A	N A	N A	N A	N A	30'	30'	#1 below.	N A	N A	N A	N A	N A
Minimum Building Height	No primary building within any district shall be erected to a height less than one (1) story entirely above grade. See definition of story.															
Maximum Building Height	35'2	35'2	35'2	35'2	35'2	35'2	35'2	35'2	35'2	35'2	60'2	90'2	60'2	60'2	60'2	N A
Minimum Front Yard	N A	30'	30'	30'	30'	30'	20'	20'	20'	20'	See standard #1 below	30'	20'	25'	25'	N A

Minimum Side Yard - Interior Lots	N A	3 0'	3 0'	3 0'	3 0'	3 0'	2 0'	A total of at least 20' between the two side yards, with no side yard of less than 8'.	20', unless otherwise approved by the City Council.	20'	low.	2 5'	2 0'	2 0'	2 0'	N A
Minimum Side Yard for Corner Lots	N A	3 0'	3 0'	3 0'	3 0'	3 0'	2 0'	20'	20'	20'		2 5'	2 5'	2 5'	2 5'	N A
Minimum Rear Yard	N A	3 0'	3 0'	3 0'	3 0'	3 0'	2 0'	20'	20'	20'		2 5'	2 5'	2 5'	2 5'	N A
Maximum Building Lot Coverage (Principle and Accessory Buildings)	N A	N A	1 5 %	5 0 %	5 0 %	5 0 %	5 0 %	50%	50%	50%	N A	N A	N A	N A	N A	N A
Maximum encroachment of Architectural Features Encroaching into required setback	N A	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	N A
Accessory Buildings - In addition to the requirements of Section <u>15.34.030</u> 1703 , the following dimensional standards apply:																
Minimum Internal Side Setbacks	N A	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	N A	N A	N A	N A	N A

Minimum Corner Side Setbacks Street Side Corner Lot Standards	See Section 15.34.030 standard #3 below.																
Minimum Rear Setbacks	N A	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	N A	N A	N A	N A	N A
Minimum Distance from Principle Building	N A	6'	6'	6'	6'	6'	6'	6'	6'	6'	6'	6'	N A	N A	N A	N A	N A
Maximum Building Height	N A	N A	2 5'	2 5' 4	2 5' 4	2 5' 4	2 5' 4	25' ⁴	25' ⁴	25' ⁴	25' 4	N A	N A	N A	N A	N A	N A
Roof Overhang Setback	N A	N A	1' 5	1' 5	1' 5	1' 5	1' 5	1' ⁵	1' ⁵	1' ⁵	1' 5	N A	N A	N A	N A	N A	N A
Maximumb allowed rear yard building coverage.	N A	N A	5 0 %	5 0 %	5 0 %	5 0 %	5 0 %	50%	50%	50%	50 %	N A	N A	N A	N A	N A	N A

Additional Standards:

1. See [VZC 15.14 Special Purpose Districts](#) for additional RMU Districts standards.
2. Building height is measured from the top of the back of curb to the highest point of the building or structure. See also definition of "Building Height."
- ~~3. Shall meet the minimum setbacks of the principle building.~~
4. For every one foot (1') in height above fifteen feet (15') the roof overhang setback shall be increased an additional one foot (1') from the internal side and rear property lines.
5. For every one foot (1') in height above fifteen feet (15') the building setback shall be increased an additional one foot (1') from the internal side and rear property lines.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
John Earnest	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Chris Judd	_____	_____	_____	_____
Nathan Riley	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder
Vineyard



Community Development

Date: August 28, 2019
From: McKenna Marchant, Planning Tech
To: City Council
Item: 9.5 Consideration of Ordinance 2019-07 Zoning Text Amendments
Applicant: City Initiated

OVERVIEW:

Many residents have expressed concern of dogs off-leash in Vineyard. There have been children and pets scared when unfamiliar unleashed dogs have approached them. With direction from the Mayor, city staff has clarified Vineyard's leash ordinance to require dogs and pets to be kept on-leash whenever outside of private property or in designated off-leash areas. The current ordinance has required dogs to be kept on-leash only on paved city parkways and trails. In addition, HOA & Condo Managers, residents, and Public Works employees have expressed frustration in the lack of compliance with the defecation ordinance in Vineyard. Currently, violators are only charged with an Ordinance Violation Fee (\$100). This text amendment allows for violators to also be charged a maximum fine of \$250 for not cleaning up after your pet.

PUBLIC COMMENT:

Other than the conversation staff had with HOA and Condo Managers, six formal citizen requests have been submitted since January.

RECOMMENDATION:

Staff recommends the City Council approve the proposed Ordinance 2019-07 Municipal Text Amendments.

PROPOSED MOTION:

"I move to approve Ordinance 2019-07 Zoning Text Amendments."

Attachments:

Ordinance 2019-07

**VINEYARD
ORDINANCE 2019-07**

AN ORDINANCE OF THE CITY OF VINEYARD, UTAH, AMENDING THE VINEYARD MUNICIPAL ORDINANCE TITLE 6 SECTION 6.20.120 LEASH REQUIREMENT TO REQUIRE LEASHES ON ANY ANIMALS OUTSIDE OF PRIVATE PROPERTY AND MAY BE FINED AS DETERMINED WITHIN THE APPROVED CITY FEE SCHEDULE; TITLE 9 SECTION 9.04.130 ANIMAL DEFECATION WITHOUT THE IMMEDIATE REMOVAL BY OWNER OR CUSTODIAN MAY BE FINED AS DETERMINED WITHIN THE APPROVED CITY FEE SCHEDULE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Vineyard City has the authority under Utah Code 10-3-707 to revise, codify and compile from time to time and to publish in book, pamphlet or loose-leaf form the ordinances of the City of a general and permanent character; and

WHEREAS, the City has determined that publishing its ordinances of a general and permanent character in the form of a City code will aid the public in knowing what the laws and ordinances of the city are; and

WHEREAS, the City has gone through a process of reviewing, rrevising, and compiling its ordinances of a general and permanent character.

NOW THEREFORE, be it ordained by the Council of Vineyard, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “6.20.120 Leash Requirement” of the Vineyard Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

6.20.120 Leash Requirement

All dogs and or pets on paved city parkways and trails shall be leashed with a leash of six feet or less and shall be kept in the owner's or handler's lane of travel.

AFTER AMENDMENT

6.20.120 Leash Requirement

All dogs and or pets ~~on paved city parkways and trails~~ shall be leashed with a leash of six feet or less and shall be kept in the owner's or handler's lane of travel when located on public sidewalks, open space areas, city parks, parkways, trails or outside of private property, except in areas designated for off-leash activities. Violators may be fined as determined within the approved city fee schedule.

SECTION 2: **AMENDMENT** "9.04.130 Public Nuisance" of the Vineyard Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

9.04.130 Public Nuisance

The introduction, possession or maintenance of any animal, or the allowing of any animal to be in contravention of this Title is, in addition to being a misdemeanor, hereby declared to be a public nuisance. The department, public health officer, and peace officers, are hereby authorized directed and empowered to summarily abate any such public nuisance by any means reasonably necessary, including but not limited to the destruction of the animal or animals involved.

- A. Any animal which does any of the following shall be deemed a nuisance:
1. Causes damage to the property of anyone other than its owner or custodian;
 2. Is a vicious animal as defined in this Title and kept in a manner contrary to this Title;
 3. Causes unreasonable fouling of the air by odors; Causes unsanitary conditions in enclosures or surroundings;
 4. Defecates on any public sidewalk, park or building, or on any private property without the consent of the owner of such private property unless the owner or custodian of such animal shall remove any such defecation to a proper trash receptacle. Unsighted persons while relying on a guide dog shall be exempt from this Section.
 5. Barks, whines, or howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion;
 6. Molests passersby or chases passing vehicles;
 7. Attacks other domestic animals;
 8. Otherwise acts so as to constitute a nuisance or public nuisance under the provisions of Chapter 10, Title 76, U.C.A. (1953);
- B. An animal is a nuisance if it is determined by the department to be a nuisance by virtue of being offensive or dangerous to the public health, welfare, or safety.
- C. Any animals which, by virtue of the number maintained, are determined by the department to be offensive or dangerous to the public health, welfare or safety.

AFTER AMENDMENT

9.04.130 Public Nuisance

The introduction, possession or maintenance of any animal, or the allowing of any animal to be in contravention of this Title is, in addition to being a misdemeanor, hereby declared to be a public nuisance. The department, public health officer, and peace officers, are hereby authorized directed and empowered to summarily abate any such public nuisance by any means reasonably necessary, including but not limited to the destruction of the animal or animals involved.

- A. Any animal which does any of the following shall be deemed a nuisance:
1. Causes damage to the property of anyone other than its owner or custodian;
 2. Is a vicious animal as defined in this Title and kept in a manner contrary to this Title;
 3. Causes unreasonable fouling of the air by odors; Causes unsanitary conditions in enclosures or surroundings;
 4. Defecates on any public sidewalk, park or building, or on any private property without the consent of the owner of such private property unless the owner or custodian of such animal shall immediately remove any such defecation to a proper trash receptacle. Unsighted persons while relying on a guide dog shall be exempt from this Section. Violators may be fined as determined within the approved city fee schedule.
 5. Barks, whines, or howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion;
 6. Molests passersby or chases passing vehicles;
 7. Attacks other domestic animals;
 8. Otherwise acts so as to constitute a nuisance or public nuisance under the provisions of Chapter 10, Title 76, U.C.A. (1953);
- B. An animal is a nuisance if it is determined by the department to be a nuisance by virtue of being offensive or dangerous to the public health, welfare, or safety.
- C. Any animals which, by virtue of the number maintained, are determined by the department to be offensive or dangerous to the public health, welfare or safety.

SECTION 3: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 4: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 5: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from _____ and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
John Earnest	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Chris Judd	_____	_____	_____	_____
Nathan Riley	_____	_____	_____	_____

Presiding Officer

Attest

Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder
Vineyard



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: August 28, 2019

Agenda Item: 9.6 PUBLIC HEARING – Amend the Consolidated Fee Schedule

Department: Finance

Presenter: Mariah Hill, Treasurer

Background/Discussion:

Utah Code section 10-3-17 authorizes cities to create, amend, and set a fee schedule appropriate for the services rendered by the municipality by way of a resolution. The provided attachment shows recommended changes to Vineyard's current fee schedule to assure our fees are up to date.

Fiscal Impact:

The proposed changes should have minimal fiscal impact as fees are increased to assure that the City's costs (supplies, labor, overhead, etc.) are covered for the provided services.

Recommendation:

The Finance Department recommends accepting all changes as they are presented in the attachment.

Sample Motion:

I move to adopt, by Resolution, the Consolidated Fee Schedule as presented.

Attachments:

Consolidated Fee Schedule – 2019-2020 Fiscal Year - Amended

RESOLUTION NO. 2019-13

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE

WHEREAS, Section 10-3-717 UCA authorizes cities to establish the amounts of fees to be charged for municipal services to be set by resolution, and

WHEREAS, The City Ordinances, in various locations, provides for the establishment of fee amounts for certain municipal services, by resolution of the City Council.

WHEREAS, a Public Hearing was duly noticed and was held on the 28th day of August, 2019 on the proposed amendment.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF VINEYARD, UTAH as follows:

See exhibit A

PASSED BY THE CITY COUNCIL OF VINEYARD, UTAH THIS 28th DAY OF August, 2019.

APPROVED:

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer, City Recorder



Consolidated Fee Schedule 2019-2020 Fiscal Year

Administrative	2
Recreation.....	2
Utilities	3
Sanitation	3
Facilities Rental	3
Special Event Permit.....	<u>45</u>
<u>Code Enforcement Fess.....</u>	<u>5</u>
Business Licensing	<u>54</u>
Land Use Applications	<u>56</u>
Building Permit Fees	<u>78</u>
Building Inspection Fees	<u>89</u>
Impact Fees	<u>910</u>
Pass Through Fees	<u>910</u>
Water Department Fees	<u>1011</u>



ADMINISTRATIVE FEES

Records (GRAMA) Requests	per hour for staff time after first 15 minutes (based on lowest paid employee working on the request) Copies \$0.10 per page
Returned Checks	\$10.00
Credit Card Convenience Fee	3% of transaction
Colored Map Copies – 8 1/2 x 11	\$3.00
Black and White Map Copies	Free
Notarization	Free
Library Card/Fitness Center Reimbursement	\$80 annual reimbursement per Vineyard household (can be used toward non-resident library card OR municipal fitness center membership)
Weed Abatement	Actual Abatement Costs
Administrative Citation	\$100
Credit Card Fee	3% of Transaction Total
Candidate Filing Fee	\$35

RECREATION FEES

Youth 3-5 Soccer Registration	\$40
Youth 6-9 Soccer Registration	\$45
Race Registration	\$25
Youth T-Ball Registration	\$45
Youth Coach Pitch Registration	\$45
Youth Flag Football Registration	\$45
Adult Flag Football Team Registration	\$350
Adult Soccer Team Registration	\$350
Pickleball Tournament Team	\$30



3 on 3 Basketball Tournament	\$40
Late Registration	\$10
Late Team Registration	\$50

UTILITY FEES

Water Base Rate $\frac{3}{4}$ " Meter	\$27.09 first 5,000 gallons
Water Base Rate 1" Meter	\$37.93 first 5,000 gallons
Water Base Rate 1 $\frac{1}{2}$ " Meter	\$48.76 first 5,000 gallons
Water Base Rate 2" Meter	\$78.56 first 5,000 gallons
Water Base Rate 3" Meter	\$297.99 first 5,000 gallons
Water Base Rate 4" Meter	\$386.48 first 5,000 gallons
Water Base Rate 6" Meter	\$568.89 first 5,000 gallons
Water Base Rate 8" Meter	\$758.52 first 5,000 gallons
Residential Water Usage Rates: Tier 1 (5,001 -29,999) Tier 2 (30,000+)	\$1.50 per 1,000 gallons \$3.00 per 1,000 gallons
Commercial Water Usage Rates: Tier 1 (5,001 – 29,999) Tier 2 (30,000 – 99,999) Tier 3 (100,000+)	\$1.50 per 1,000 gallons \$1.75 per 1,000 gallons \$2.50 per 1,000 gallons
Sewer Base Rate	\$17.25
Sewer Usage Rate	\$3.50 per 1,000 gallons
Transportation Utility	\$3.5 Per ERU
Storm Water Utility	\$5 Per ERU

SANITATION FEES

90 Gallon Residential Can	\$13
Second 90 gallon Residential Can	\$8
Recycling Can	\$6



FACILITIES RENTAL FEES

Small Park Pavilion Rental	\$40 for Resident, \$80 for Non-Resident
Small Park Pavilion Cleaning Deposit	\$40 for Resident, \$80 for Non-Resident
Large Park Pavilion Rental	\$75 for Resident, \$150 for Non-Resident
Large Park Pavilion Cleaning Deposit	\$75 for Resident, \$150 for Non-Resident
Inflatables Fee with Pavilion Rental	\$25
Inflatable Deposit with Pavilion Rental	\$175
Pavilion Rental Cancellation Fee	\$5
<u>Field Rentals – Per Field</u>	<u>Minimum charge of \$25/hour</u>
<u>Single Soccer 4 Hour Field Rental (Monday – Thursday)</u>	<u>\$300 Deposit + \$150 for Residents, \$300 for Non-Resident</u>
<u>Single Soccer 4 Hour Field Rental (Weekend)</u>	<u>\$300 Deposit + \$200 for Residents, \$400 for Non-Residents</u>
<u>Tennis/Pickleball Court Rental</u>	<u>\$25 per hour per court</u>
<u>Pickleball Net Repair/Replacement Fee</u>	<u>Up to \$300</u>
<u>Outdoor Basketball Court Rental</u>	<u>\$25 per hour per ½ court</u>
<u>Non-Existing Line Painting – Per Field</u>	<u>1-499 Feet - \$200</u> <u>500-999 Feet - \$250</u> <u>1000+ Feet - \$300</u>
<u>Remarking Line Painting – Per Field</u>	<u>1-499 Feet - \$50</u> <u>500-999 Feet - \$75</u> <u>1000+ Feet - \$100</u>
Town Hall Rental – Resident	Unavailable at this time
Town Hall – Non-Resident	Unavailable at this time
Town Hall Cleaning Deposit – Resident	Unavailable at this time
Town Hall Cleaning Deposit – Non-Resident	Unavailable at this time
Town Hall – Wedding/Reception – Resident (currently unavailable)	Unavailable at this time
Town Hall – Wedding/Reception – Non-resident (currently unavailable)	Unavailable at this time



SPECIAL EVENT FEES

Special Event Permit	\$50
Special Event with Vendors	\$75
Special Events with >250 participants	\$100
Summer Celebration Food Vendor	\$300
Summer Celebration Vendor Booth	\$100
Boo-A-Palooza Vendor Fee	\$50

CODE ENFORCEMENT FEES

<u>Code Violation Fee (per calendar year from first offense)</u>	<u>1st Offense - \$100</u> <u>2nd Offense - \$200</u> <u>3rd (or more) Offense - \$400</u>
<u>Civil Penalty Fee</u>	<u>\$25 per day, per violation</u>
<u>Code Violation Fee - Interest</u>	<u>20% per annum of total outstanding amounts</u>
<u>Default/Administrative Code Enforcement Hearing Fee</u>	<u>\$100</u>
<u>Animal Defecation without Removal Fine</u>	<u>\$250</u>
<u>Off-Leash Animal Fine</u>	<u>\$250</u>

ANNUAL BUSINESS LICENSING FEES

Home-Based Occupation (exceeds residential impact)	\$25
Home-Based Occupation (does not exceed residential impact)	\$0
Industrial Manufacturing/Distribution	\$250
Restaurant/Food	\$190



Food Truck Fee	\$25 per truck
Retail	\$215
Service Related	\$75
Solicitor License	\$30
Transient/Itinerant Merchant (90-day maximum)	\$30
Towing/Parking Enforcement Certificate	\$30
Beer License	\$400 + Bond
A, B, or C Liquor License	\$300 + Bond
Duplicate Paper Copy of License	\$10 (Electronic copy - \$0)
Unclassified Business	\$25 Base fee until classification established by Resolution
Business fitting in 2+ Categories	Higher rate
Late Fee	50% of license fee, or \$25, whichever is greater, if not paid by January 31 st .
Penalty Fee for doing business without a Vineyard Business License	50% of license fee, or \$25, whichever is greater

LAND USE APPLICATION FEES

Development Agreement	\$1,500
Development Agreement Amendment	\$1,500
Subdivision – Preliminary Plat	\$1,930 + \$6.20 per lot
Subdivision – Preliminary Plat – Additional Review	\$786 + \$2.50 per lot
Subdivision – Final Plat	\$1,940 + \$6.20 per lot
Subdivision – Final Plat Additional Reviews	\$1010 + \$2.50 per lot
Condominium Plat – New or Conversion	\$1,406 + \$25 per unit
Major Plat Amendment	\$1,706
Minor Plat Amendment	\$1,406



Recording Fees	As charged by Utah County Recorder
Site Plan – Residential	\$2,663
Site Plan – Non-residential	\$3,756
Site Plan – Non-residential – Additional Reviews	\$1,693 for each additional review after two reviews
Site Plan – Minor Amendment	\$500
General Plan Text or Map Amendment	\$1,000
Land Use Ordinance Text or Map Amendment	\$1,000
<u>Lot Line/Property Boundary Line Adjustment</u>	<u>\$300</u>
Conditional Use Permit	\$400
Temporary Use Permit	\$75
Variance	\$100
Appeals	\$100
Zoning Verification	\$100
Accessory Dwelling Unit Application	\$100
Sign Permit	\$150
Sign Standard Waiver	\$250
Commercial Temporary Sign Permit	\$25
Street and Traffic Control Signs	\$350 per post
Land Disturbance Permit	\$50 + \$20 per acre + \$30 per month
Land Disturbance Permit – Subdivision and Site Plan	Included in engineering inspection fees
Engineering Inspection Fees – Subdivision Related	3% of bid tabulation placed in escrow before construction begins.
Engineering Inspection Fees – Non-Subdivision Related	\$150 per hour, rounded up to nearest hour
Engineering Re-Inspection Fees	\$150 per hour, 2 hour minimum
Demolition	Up to \$500 plan review fee
Right-of-Way/Road Cut Permit	\$150 + \$1 per square foot
Fine for Use of Public Right of Way without Approved Permit	\$300 + \$150 per hour inspector is onsite past initial hour



Infrastructure Construction	Bond/Escrow account as determined by bid tabulation
Building Relocation	\$500 Plan Review Fee
Full or Partial Road Closure	\$50
Use of City Barricades for Road Closure	\$300 refundable deposit per set of barricades
Additional plan review required by changes, additions, or revisions to any land use applications	\$65 per hour, half hour minimum
Special Planning Commission Meeting	\$390 per meeting

BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1 to \$1,300	\$48
\$1,301 to \$2,000	\$48 for the first \$1,300; plus \$3 for each additional \$ 100 or fraction thereof, to and including \$2,000
\$2,001 to \$40,000	\$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000
\$40,001 to \$100,000	\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000



\$500,001 to \$1,000,000	\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000
\$5,000,001 and over	\$18,327 for the first \$ 5,000,000; plus \$1 for each additional \$1,000 or fraction thereof
Residential Plan Review	25% of Building Permit Fee
Commercial Plan Review	35% of Building Permit Fee
Duplicate Plan Review	15% of Building Permit Fee
Reinstating an Expired Permit	\$50 + any additional review time
Fire Inspection & Plan Review	10% of Building Permit Fee

BUILDING INSPECTION FEES

Inspections outside of normal business hours	\$48 per hour, two hour minimum
Re-inspection	\$48 per hour
Inspection for which no specific fee is indicated	\$48 per hour, one hour minimum
Additional plan review required by changes, additions, or revisions to plans,	\$85 per hour, one hour minimum
Use of outside consultants for plan checking and inspections, or both	Actual costs, including administrative and overhead costs
Fire Inspection	Included in Business License Fee



Work Without a Permit*	\$100 per infraction
Working Beyond a Stop Work Order*	\$200 per infraction

*Fines doubled for each subsequent infraction

IMPACT FEES

(Impact Fee Area Maps are found on the website)

Sewer Facilities	• Area A - \$539 • Area B - \$2,391 • Area C – RDA
Culinary and Irrigation Water Systems	• Area A - \$873 • Area B (RDA) - \$521
Roadway Facilities	• Area A - \$3,586 • Area B (RDA) - \$1,286
Storm and Ground Water	• Area A - \$222 • Area B - \$337 • Area C - \$237

PASS THROUGH FEES

Timpanogos Special Service District	\$1708 Per ERU
Orem Water Reclamation	Equal to Orem City's Water Reclamation as dictated in their up-to-date Consolidated Fee Schedule.
Orem Water Rights	Equal to Orem City's Water Rights as dictated in their up-to-date Consolidated Fee Schedule.

All impact fees will be assessed at the time building permits are issued. All other development Impact Fees will be calculated based on Equivalent Residential Units.



WATER DEPARTMENT FEES

¾" Water Meter & Connection Fee	\$363.00
1" Water Meter & Connection Fee	\$495
1½" Water Meter & Connection Fee	\$775
2" Water Meter & Connection Fee	\$1,206
Water Lateral Inspection Fee	\$40
Water Meter Reconnect Fee	\$50
Utility Application Fee	\$20
Fire Hydrant Meter Rental Deposit	\$1,100
Daily Rate – Fire Hydrant Meter	\$10/100 month
Water Rate – Fire Hydrant Meter	\$2 Per 1,000 gallons of water
Residential Construction Water	\$50 minimum
Non-Residential Construction Water	\$50 minimum
Illegal Connection to Water System	\$1,000 per occurrence