



7505 S Holden Street
Midvale, UT 84047
801-567-7200
Midvale.Utah.gov

**MIDVALE CITY COUNCIL REGULAR MEETING
AGENDA
JULY 16, 2024**

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold a regular meeting on the **16th day of July 2024** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

Electronic & In-Person City Council Meeting

This meeting will be held electronically and in-person. **Public comments may be submitted electronically to the City Council at www.Midvale.Utah.gov by 5:00pm on July 15th and will be included in the record.**

The meeting will be broadcast on the following: **You Tube: Midvale.Utah.gov/YouTube**

6:00 PM – WORKSHOP

- Walking tour of Main Street

7:00 PM - REGULAR MEETING

I. GENERAL BUSINESS

- A. WELCOME AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. Unified Fire Authority Report [*Chief Brad Larson*]

II. PUBLIC COMMENTS

Any person wishing to comment on any item not otherwise scheduled for a public hearing on the agenda may address the City Council at this point by stepping to the microphone and giving his or her name for the record. **Comments should be limited to not more than three (3) minutes unless additional time is authorized by the Governing Body.** Citizen groups will be asked to appoint a spokesperson. This is the time and place for any person who wishes to comment on non-hearing, non-Agenda items. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council meeting.

III. MAYOR REPORT

- A. Mayor Marcus Stevenson

IV. COUNCIL REPORTS

- A. Council Member Bonnie Billings
- B. Council Member Paul Glover
- C. Council Member Heidi Robinson
- D. Council Member Bryant Brown
- E. Council Member Dustin Gettel

V. CITY MANAGER REPORT

- A. Matt Dahl

VI. PUBLIC HEARING

- A. Consider a Final Subdivision Request for an 18-Unit Townhome Development located at 160 E 7200 S in the Mixed-Use/7200 South Overlay (MU/7200S) Zone – ***[Elizabeth Arnold – Senior Planner]***

ACTION: Approve Final Subdivision Request for an 18-Unit Townhome Development located at 160 E 7200S in the Mixed-Use/7200 South Overlay (MU/7200S) Zone.

VII. CONSENT

- A. Consider Minutes of June 18, 2024 — ***[Rori Andreason, H.R. Director/City Recorder]***

VIII. ACTION ITEMS

- A. Consider **Resolution No. 2024-R-37** Adopting Amendments to the Midvale City Policies and Procedures Manual — ***[Rori Andreason, H.R. Director, City Recorder]***
- B. Consider **Ordinance No. 2024-O-20** Establishing a Temporary land Use Regulation relating to Chapter 17-7-17, Transit-Oriented Development Overlay Zone (TODO), of the Midvale Municipal Code
– ***[Adam Olsen – Community Development Director]***
- C. Consider **Resolution No. 2024-R-38** Authorizing the Mayor to Complete the Participation Forms on Behalf of Midvale City and Join the New National Opioids Settlement with Kroger — ***[Garrett Wilcox, City Attorney]***

IX. DISCUSSION ITEMS

- A. Discuss Update to Entryway Monument — ***[Adam Olsen, Community Development Director]***
- B. Discuss Community Renewable Energy Agency Participation — ***[Erinn Summers, Project and Policy Manager]***

X. POSSIBLE CLOSED SESSION

The City Council may, by motion, enter into a Closed Session for:

- A. Discussion of the Character, Professional Competence or Physical or Mental Health of an Individual;
- B. Strategy sessions to discuss pending or reasonably imminent litigation;
- C. Strategy sessions to discuss the purchase, exchange, or lease of real property;
- D. Discussion regarding deployment of security personnel, devices, or systems; and
- E. Investigative proceedings regarding allegations of criminal misconduct.

XI. ADJOURN

In accordance with the Americans with Disabilities Act, Midvale City will make reasonable accommodations for participation in the meeting. Request assistance by contacting the City

***Recorder at 801-567-7207, providing at least three working days advance notice of the meeting.
TTY 711***

A copy of the foregoing agenda was provided to the news media by email and/or fax; the agenda was posted in the City Hall Lobby, the 2nd Floor City Hall Lobby, on the City's website at Midvale.Utah.gov and the State Public Notice Website at <http://pmn.utah.gov>. Council Members may participate in the meeting via electronic communications. Council Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.

DATE POSTED: JULY 11, 2024

**RORI L. ANDREASON, MMC
H.R. DIRECTOR/CITY RECORDER**



7505 S Holden Street
Midvale, UT 84047
801-567-7200
www.MidvaleCity.org

MIDVALE CITY COUNCIL STAFF REPORT 7/16/2024

SUBJECT

Consider a Final Subdivision Request for an 18-Unit Townhome Development located at 160 E 7200 S in the Mixed-Use/7200 South Overlay (MU/7200S) Zone.

SUBMITTED BY

Elizabeth Arnold, Senior Planner

BACKGROUND AND ANALYSIS

The rezone and development agreement for this project were approved by the City Council on June 21, 2022. The Site Plan for the project has been approved as required by the development agreement, and now the Final Subdivision is moving forward to allow for individual ownership.

This proposal has been reviewed by Planning Staff, the City Engineer, and the Unified Fire Authority for compliance with the respective guidelines, policies, standards, and codes. Staff finds the proposal complies with requirements outlines in Midvale City Municipal Code for minor subdivisions (16.04.050) and the lot development standards of the MU (17-7-5) and 7200 S Overlay (17-7-6) zone. These are the zoning laws that the project was vested under.

Public notice has been sent to property owners within 500 feet of the subject parcel. No written objections have been received as of the writing of this report.

STAFF RECOMMENDATION

Based on compliance with the requirements of Chapter 16.04.050, 17-7-5, and 17-7-6 of the Midvale City Municipal Code demonstrated in the application or addressed by the inclusion of conditions of approval, Staff recommends the City Council approve the final subdivision with the following findings:

Findings:

1. The application is for a final subdivision to allow for an 18-unit townhome development located at 160 E 7200 S.
2. The project complies with the minor subdivision procedure outlined in Midvale City Code 16.04.050 and the lot development standards of the MU (17-7-5) and 7200 S Overlay (17-7-6) zone. These are the zoning laws that the project was vested under.

Planning Commission Recommendation

Recommended approval.

RECOMMENDED MOTION

"I move that we approve the Final Subdivision for an 18-unit townhome development located at 160 E 7200 S with the findings included in the staff report."

ATTACHMENTS

1. Final Plat



CITY COUNCIL MEETING *Minutes*

Tuesday June 18, 2024
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Marcus Stevenson

COUNCIL MEMBERS: Council Member Paul Glover - Absent
Council Member Bonnie Billings
Council Member Dustin Gettel
Council Member Bryant Brown
Council Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Aaron McKnight, Deputy City Attorney; Glen Kennedy, Public Works Director; Nate Rockwood, Assistant City Manager; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Erinn Summers, Project & Policy Manager; Cody Hill, Economic Development Manager; Laura Magness, Communications Director; Kate Andrus, RDA Program Manager; Wendelin Knobloch, Planning Director; Chief Randy Thomas, UPD; Chief Brad Larson, UFA; and Matt Pierce, IT Director.

6:00 PM – WORKSHOP

- Community Renewal Energy Program

Millcreek City Mayor Silvestrini and Christopher Thomas were present to discuss the Community Renewal Energy Program.

Community Renewable Energy Program

The Community Renewable Energy Program (Agency) was established in 2019 through legislation (HB 411; § 54-17-901) enabling communities to form an interlocal entity to collaborate directly with Rocky Mountain Power (RMP) to provide participating communities net-100% renewable energy by 2030.

- Each member is responsible for paying a portion of the Agency's operational costs.
- Participating community members can expect to see \$2 to \$7 increase in their monthly power bill.
 - Low-income participants receive a monthly credit to offset the increase.
- Initially, communities had to adopt a resolution by December 31, 2019 to participate in the program.

Community Renewable Energy Program

- During the 2024 legislative session, the Utah State Legislature passed SB214, which removed the deadline to join the Agency from § 54-17-901.
- On April 16, 2024, Midvale City Council passed a proclamation in support of the Renewable Energy Program.
- On June 3, 2024, the Agency Board passed Resolution 24-05, formalizing a pathway for communities to join the Agency requiring prospective members to submit a non-binding application by July 15, 2024.

Community Renewable Energy Agency Prospective Party Application

- The non-binding application does the following:
 - Authorizes the Agency to request, from RMP, on behalf of the City:
 - the number of customers served at each rate schedule,
 - monthly kWh load for each customer class,
 - and a ten-year forecast for each customer class.
 - Indicates an interest in participating in the Agency.

After the Application?

If Midvale City is interested in joining the Agency, Midvale City must execute the following by August 31, 2024:

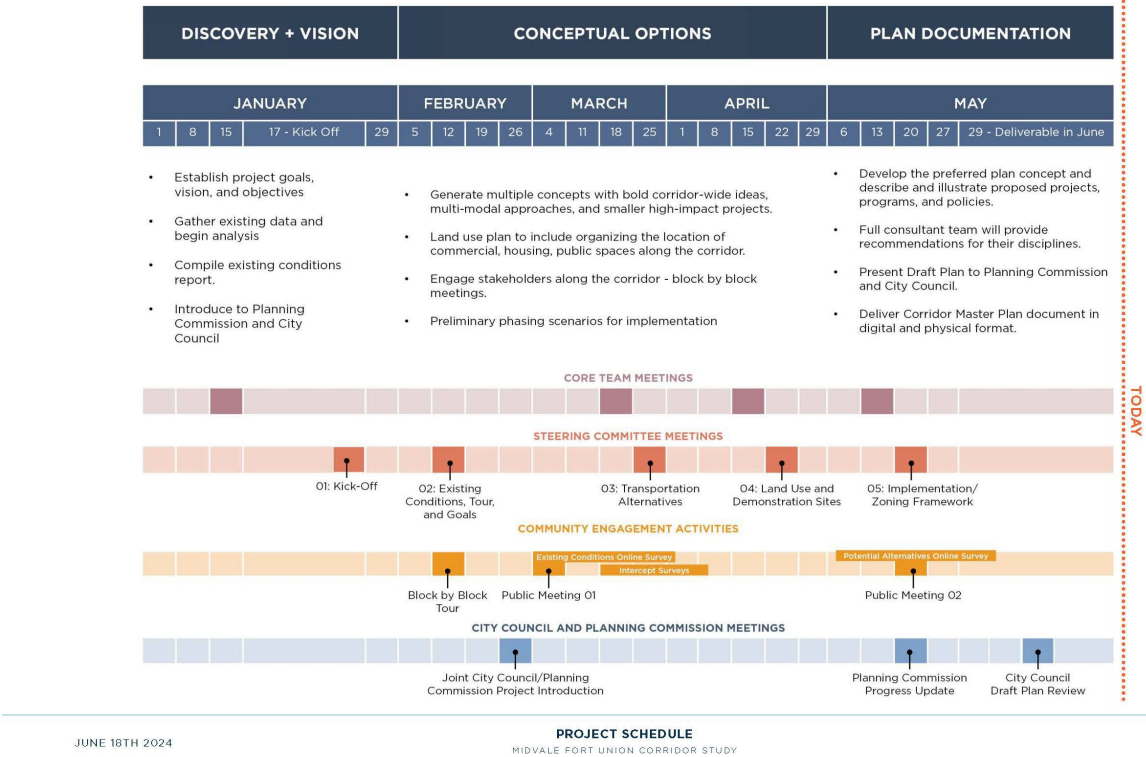
- Sign onto the interlocal agreement and the utility agreement,
- Pay the initial fee of \$10,942.10 (one of two, the second payment is due August of 2025),
- Appoint a representative to the Board (via resolution or a signed letter from the Mayor),
- Approve a plan for low-income assistance,
- Submit a geographical map of Midvale to the Agency.

- Fort Union Corridor Study


Wendelin Knobloch said the consultant team Ryan Wallis and David Foster, will report on the Fort Union Corridor Study project and introduced the City Council to findings, recommendations, demonstration sites, place making, and planned active transportation facilities.

The corridor is broken into three segments: Community Gateway, Residential Thoroughfare, and Regional Commercial Crossroads.





PUBLIC ENGAGEMENT UPDATE

	INTERCEPT SURVEYS ON THE CORRIDOR <i>MID-MARCH</i>	<ul style="list-style-type: none">Engage users of the corridor who don't typically participate in public processesCollect feedback about the site and community values
	PUBLIC MEETING MIDVALE CITY HALL <i>MAY 23rd</i>	<ul style="list-style-type: none">Engage users of the corridor who don't typically participate in public processesCollect feedback about the site and community values
	DEMONSTRATION SITES ONLINE SURVEY <i>May 20th to June 3rd</i>	<ul style="list-style-type: none">Share survey via City website and social media, intended to engage all members of the community to understand residents' preferences and concerns
	CITY OFFICIALS SESSIONS MIDVALE CITY HALL <i>May 22nd & June 18th</i>	<ul style="list-style-type: none">Review demonstration sites and community feedback with City Council and Planning Commission

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ENGAGEMENT UPDATE
MIDVALE-FORT UNION CORRIDOR STUDY

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WHAT WE HEARD

26 Interactions on Tuesday, April 2nd from 8:30 am to 12:30 pm

Overall Themes:

Public Community/Green Space, Corridor Cohesion, Neighborhood Preservation, Stores with varied hours, Affordable Housing, Transit works well (with a few exceptions)

Top 3 Transportation Issues: 1) Traffic, 2) Safety, and 3) Walking/Biking Options

SEGMENT 01

- Speeding/Congestion
- Turning Conflicts
- Crossing Safety
- Lack of Visual Interest and Noise
- Crime, Safety, and Lighting
- Lack of green space/ trees

SEGMENT 02

- Speeding
- Lack of quality crossings and crossing frequency
- Cohesive Facilities and Amenities
- Neighborhood preservation

SEGMENT 03

- Long intersection crossings
- Limited Pedestrian Network
- Parking Utilization
- Turning Conflicts/Traffic



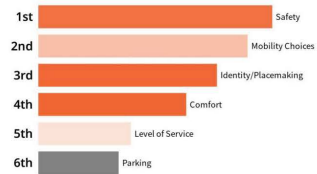
JUNE 18TH 2024

INTERCEPT SURVEYS
MIDVALE-FORT UNION CORRIDOR STUDY

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TRANSPORTATION ALTERNATIVES SUMMARY

Rank the Streetscape Criteria



CHALLENGES OF EACH SEGMENT

Segment 01:

- Has the **most pedestrian activity** despite being mostly inhospitable
- Needs **comfort and safety improvements**

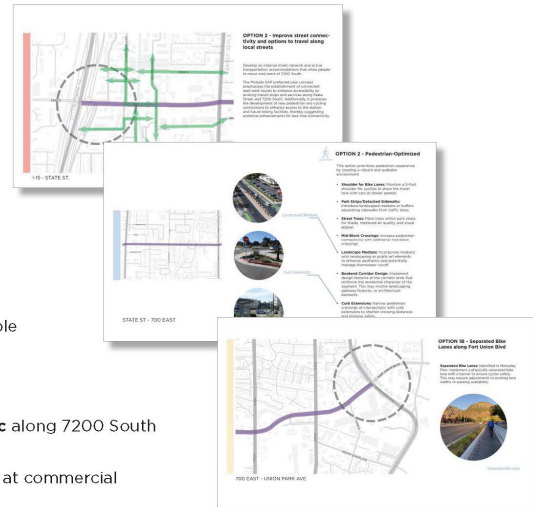
Segment 02:

- Challenge with transition** from State Street to neighborhoods
- Many residents jaywalk or **cross at neighborhoods to avoid traffic** along 7200 South

Segment 03:

- Parking** is ranked low along corridor and needs **better utilization** at commercial areas
- Collaboration** with Cottonwood Heights, business owners, property owners

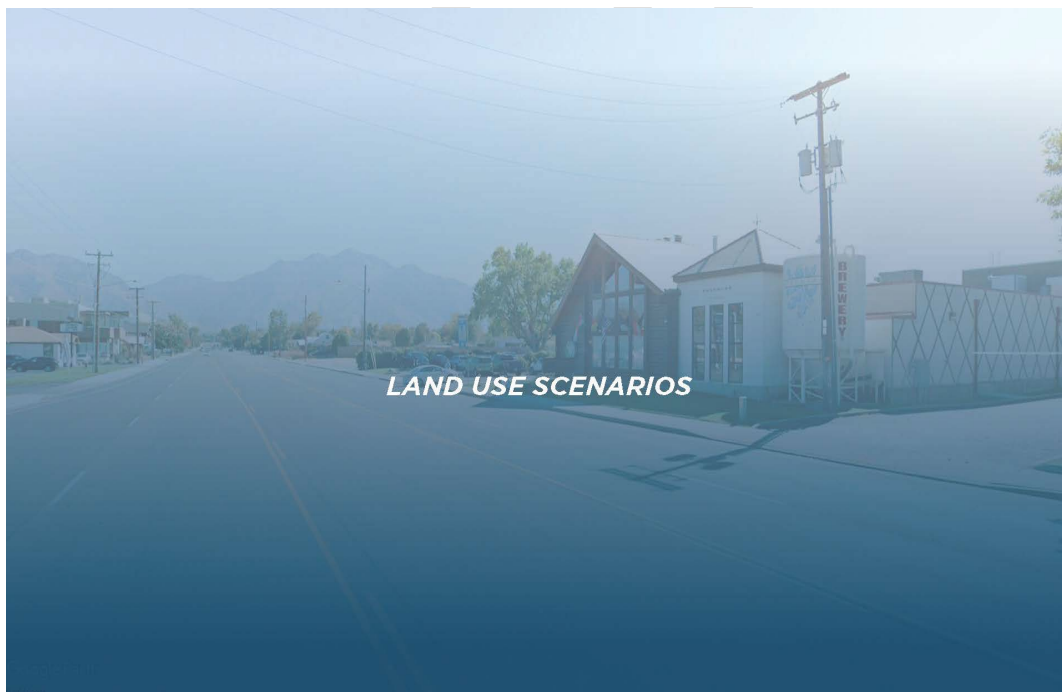
Overall, there's nothing anchoring the corridor. **Identity and placemaking** ranked high as a crucial part to **building Midvale's brand**, in addition to **safety and mobility choices**.

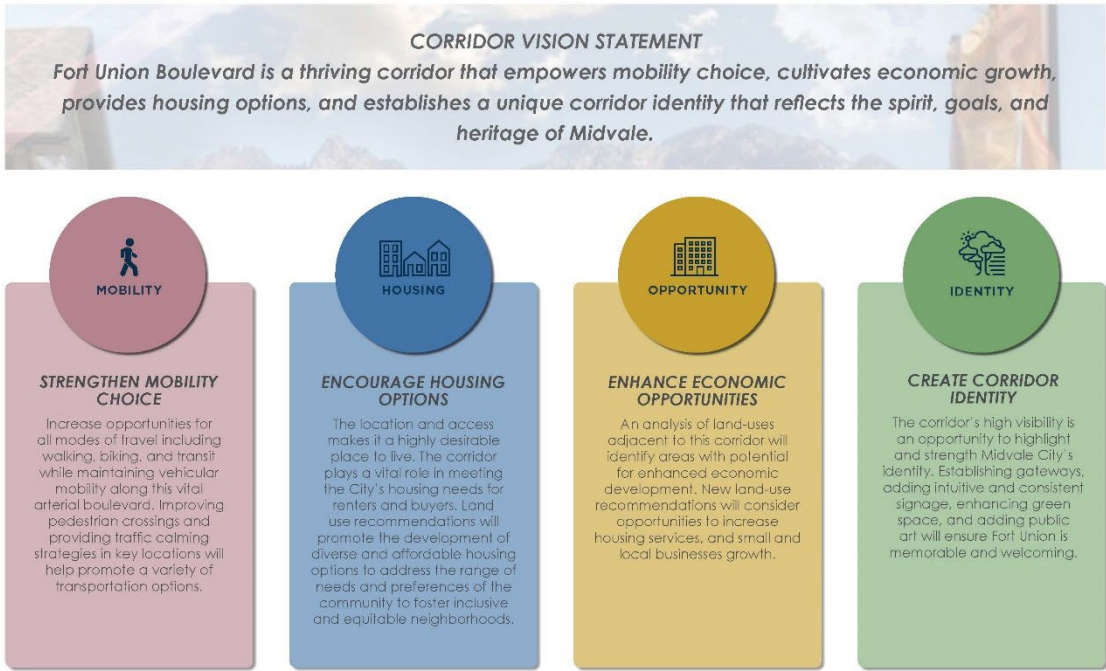
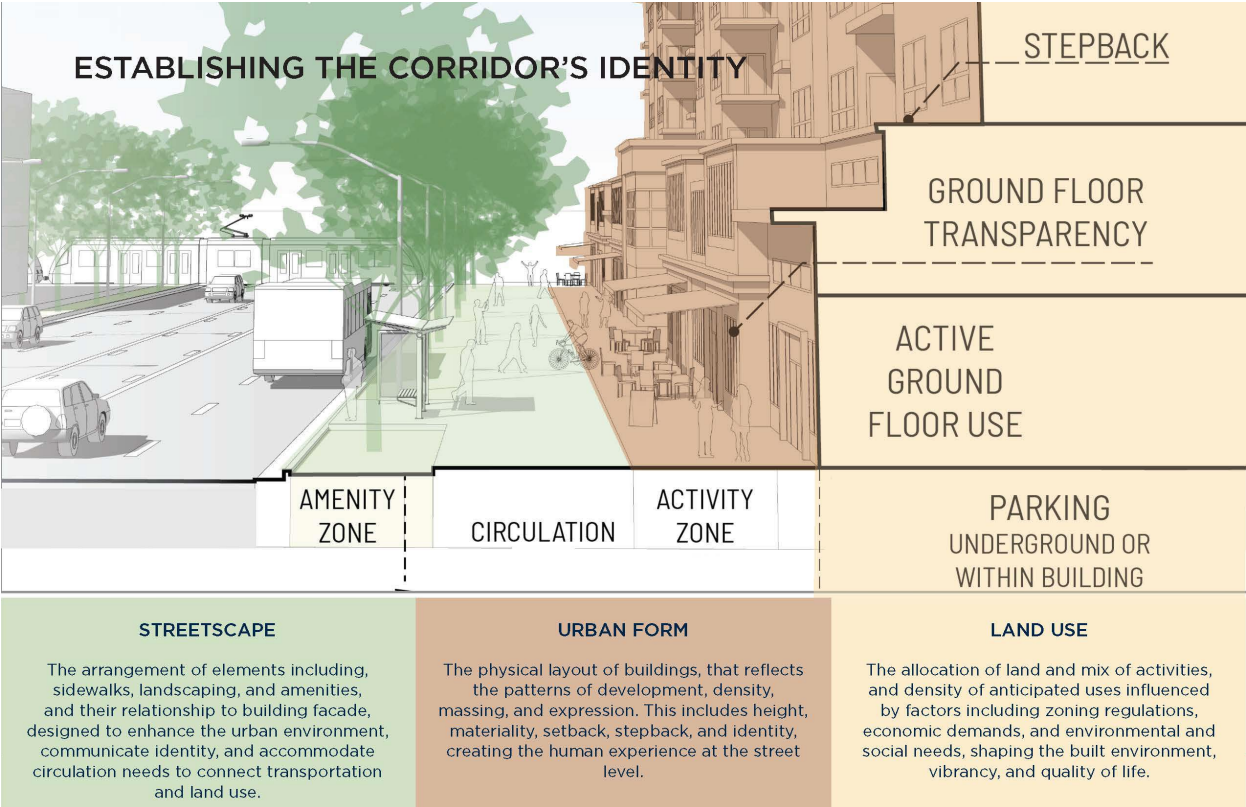


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MARCH MEETING RECAP
MIDVALE FORT UNION CORRIDOR STUDY

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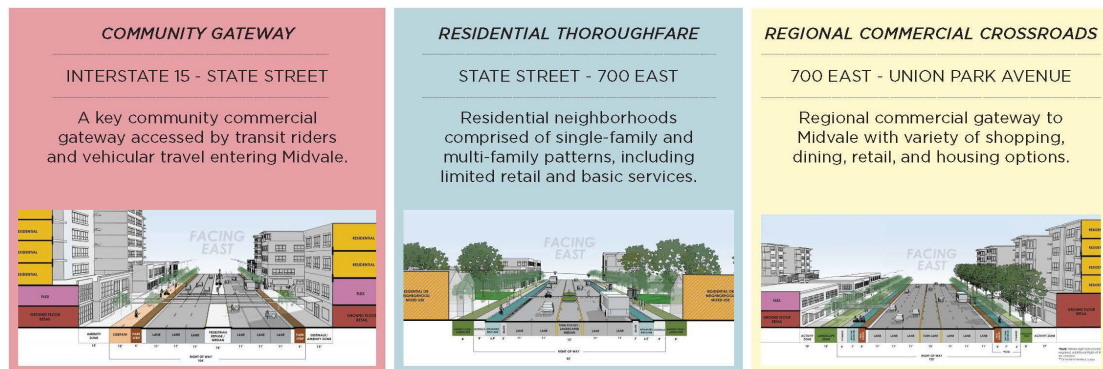
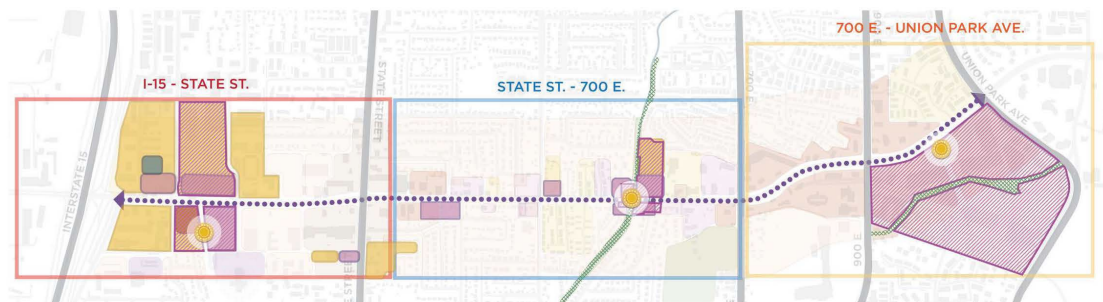
LAND USE & TRANSPORTATION CRITERIA



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CRITERIA
MIDVALE FORT UNION CORRIDOR STUDY

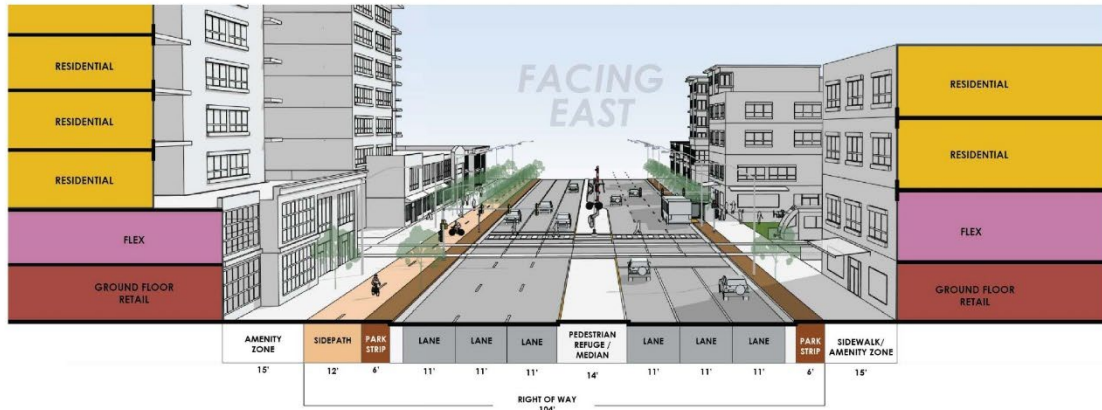
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JUNE 18TH 2024

OVERVIEW OF PROPOSED LAND USE SCENARIOS & DEMONSTRATION SITES
MIDVALE FORT UNION CORRIDOR STUDY

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SEGMENT 01: COMMUNITY GATEWAY

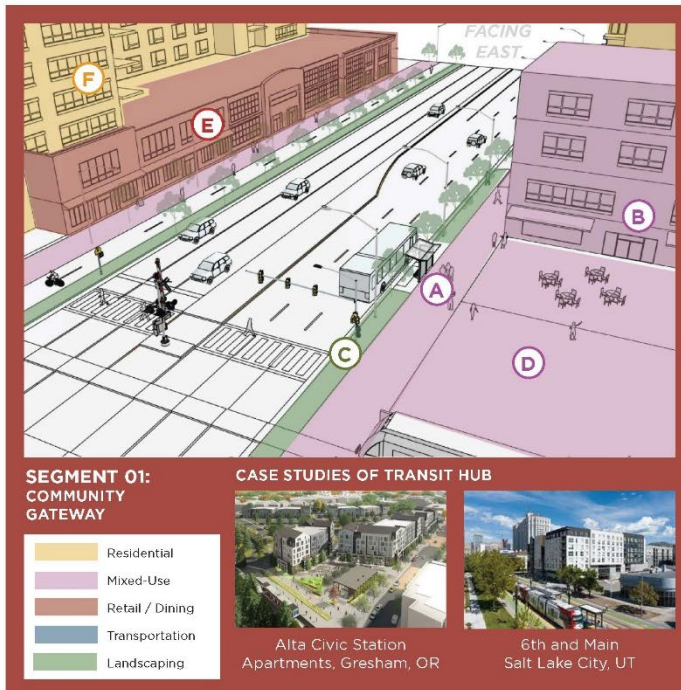
- Increasing the **corridor's visibility** by developing a **gateway** with a mixed-use community around transit
- Increase mid-block connections and potential **enhanced walking and biking facilities**
- Leveling up **economic opportunities** while providing **diverse housing options**, a denser **mixed-use residential development oriented to transit** and along 7200 South and potentially Cottonwood Street with low-rise row style development transitioning to single-family residential



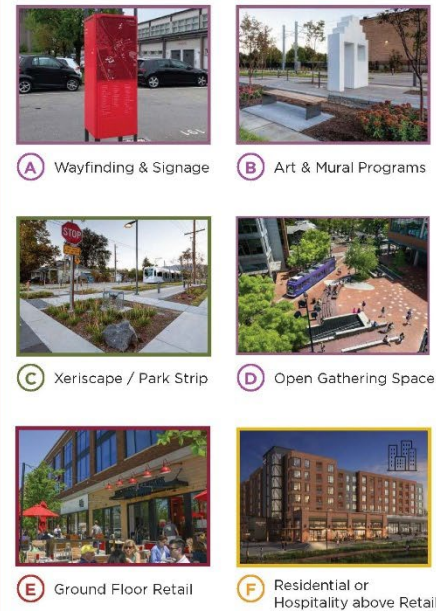
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PRELIMINARY LAND USE SCENARIO - SEGMENT 01: FORT UNION STATION AREA PLAN
HIDVA F FORT UNION CORRIDOR STUDY

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URBAN DESIGN TOOLBOX

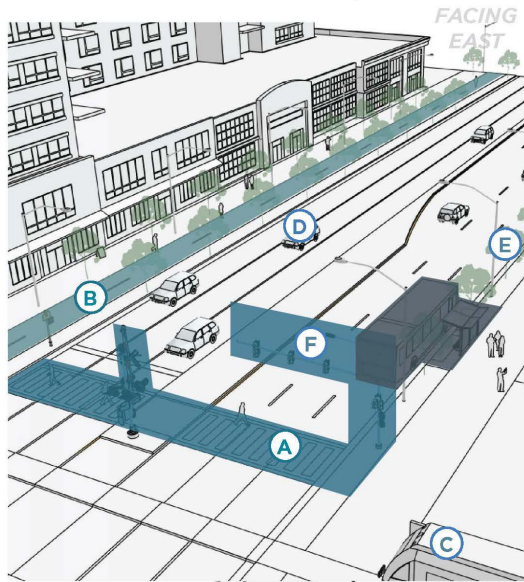


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SEGMENT 01: STREETSCAPE & TOOLBOX RECOMMENDATIONS
HIDVA F FORT UNION CORRIDOR STUDY

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TRANSPORTATION TOOLBOX / STRATEGIES



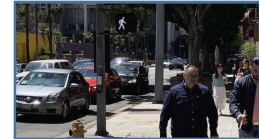
A Pedestrian Crossing with Full Signal at TRAX Crossing



B Sidepath



C Fort Union TRAX Station Connection



D Leading Pedestrian Intervals



E Street Trees / Park Strips

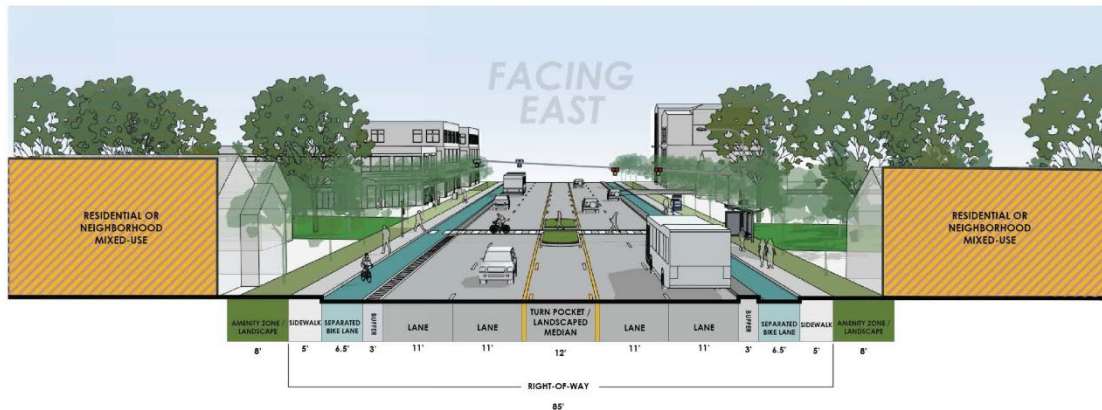


F Pedestrian Hybrid Beacon

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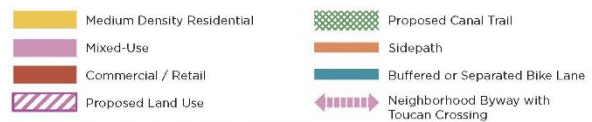
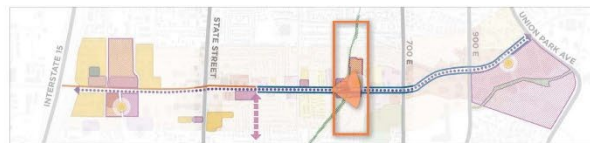
SEGMENT 01: STREETScape & TOOLBOX RECOMMENDATIONS MIDVALE FORT UNION CORRIDOR STUDY

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SEGMENT 02: RESIDENTIAL THOROUGHFARE

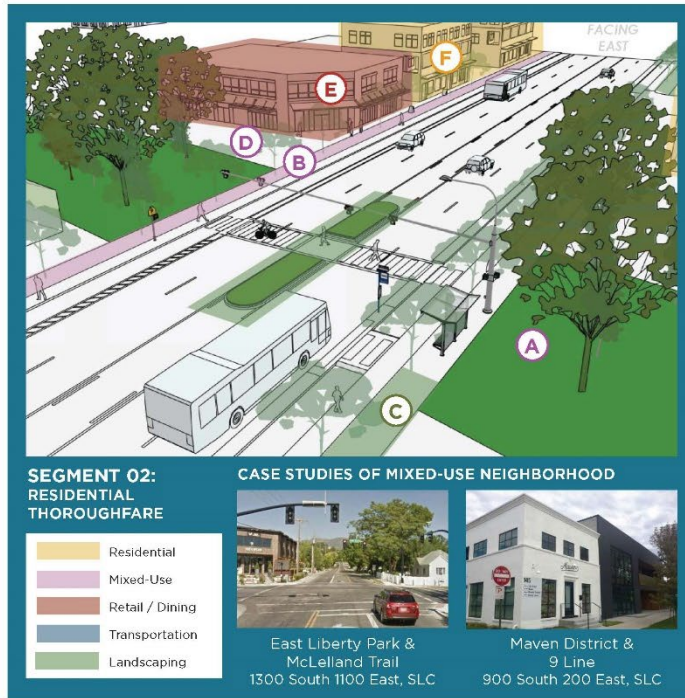
- Increase vitality and **corridor identity** through civic improvements along canal through **canal trail, wayfinding and signage**
- Add and improve mid-block crossing to **provide mobility options** for residents
- Promote vitality and healthy lifestyle with close proximity of **neighborhood-serving commercial** to service **existing and new housing development** and residents
- Provide middle housing options with **infill housing**



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PRELIMINARY LAND USE SCENARIO - SEGMENT 02: RESIDENTIAL THOROUGHFARE MIDVALE FORT UNION CORRIDOR STUDY

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URBAN DESIGN TOOLBOX



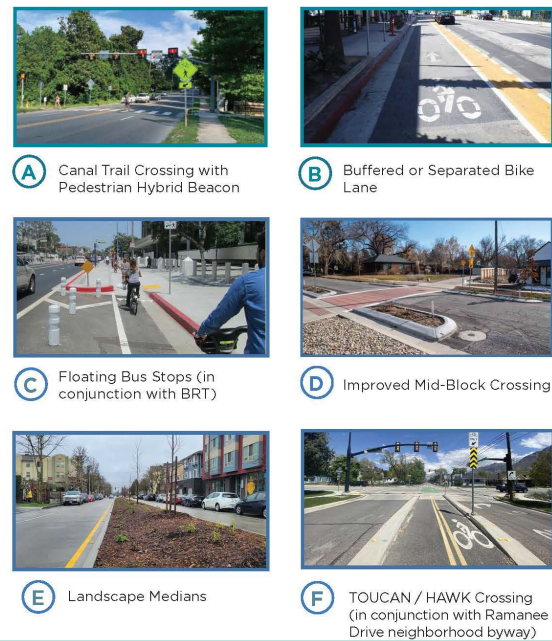
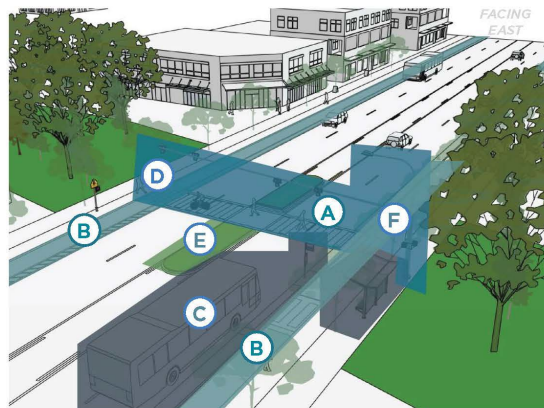
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SEGMENT 02: STREETSCAPE & TOOLBOX RECOMMENDATIONS

MIDVALE FORT UNION CORRIDOR STUDY

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TRANSPORTATION TOOLBOX / STRATEGIES



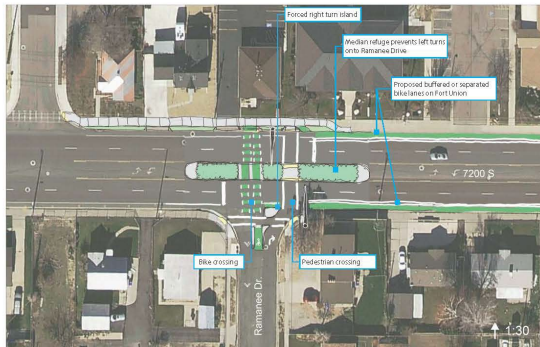
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SEGMENT 02: STREETSCAPE & TOOLBOX RECOMMENDATIONS

MIDVALE FORT UNION CORRIDOR STUDY

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TOUCAN CROSSING



Toucan in Palo Alto, CA



2100 South Toucan in Salt Lake City, UT



HAWK in Tucson, AZ

HAWK CROSSING



 Medium Density Residential
  Proposed Canal Trail

 Mixed-Use
  Sidepath

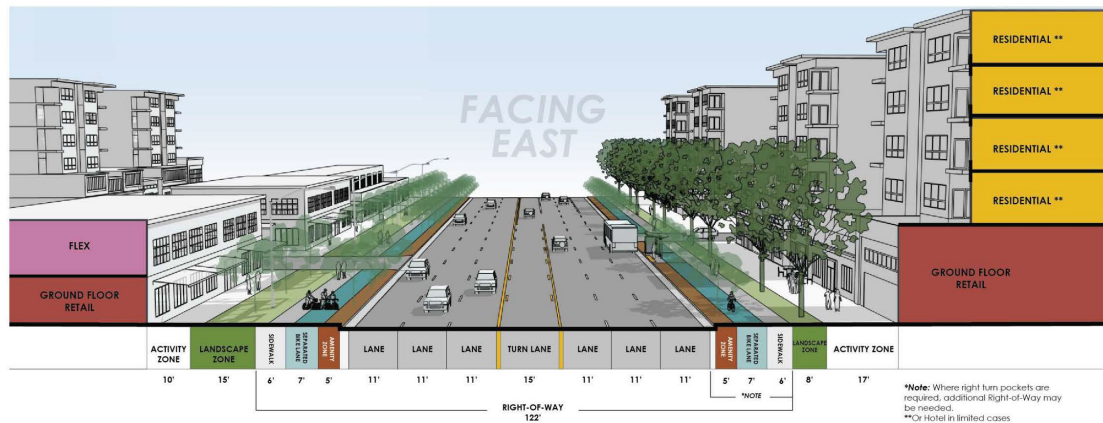
 Commercial / Retail
 Buffered or Separated Bike Lane

 Proposed Land Use
  Neighborhood Byway with Trailway Crossing

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ACTIVE TRANSPORTATION: TOUCAN CROSSING AND HAWK CROSSING
MIDVALE FORT UNION CORRIDOR STUDY

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SEGMENT 03: REGIONAL COMMERCIAL CROSSROADS

- Reintroduce grid network with enhanced **streetscape and public art** and increase density by introducing vertical mixed-use development
- Inter-jurisdictional cooperation to create a town center style development with a "Main Street" approach, which is an **identity definition opportunity with a community gathering** space and minor pedestrian pathways as a long-term planning
- Redevelop **underutilized parking into multifamily housing and hospitality with ground floor retail or community space**



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PRELIMINARY LAND USE SCENARIO - SEGMENT 03: REGIONAL COMMERCIAL CROSSROADS
MIDVALE FORT UNION CORRIDOR STUDY

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**SEGMENT 03:
REGIONAL COMMERCIAL
CROSSROADS**

**CASE STUDIES OF INTERNAL COMMERCIAL
CONNECTIONS**

Residential
Mixed-Use
Retail / Dining
Transportation
Landscaping

URBAN DESIGN TOOLBOX

A Gathering Space

B Art & Mural Alleys

C Improve Furnishing Zone

D Storefront Access

E Urban Infill & Building Orientation

F Residential or Hospitality above Retail

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SEGMENT 03: STREETSCAPE & TOOLBOX RECOMMENDATIONS
 MIDVALE FORT UNION CORRIDOR STUDY

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TRANSPORTATION TOOLBOX / STRATEGIES

TRANSPORTATION TOOLBOX / STRATEGIES

A Separated Bike Lane

B Floating Bus Stop (in conjunction with future BRT)

C Bike Parking

D Leading Pedestrian Intervals

E Sidewalk / Activity Zone

F Street Planters

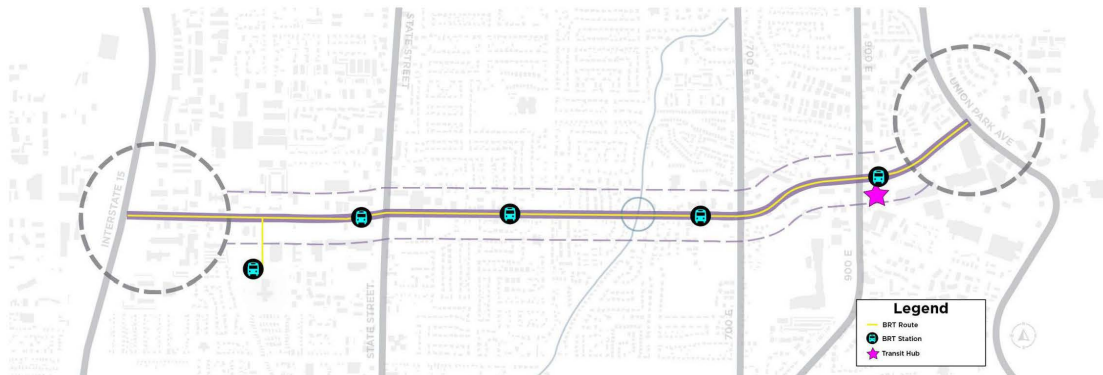
Case Study: 300 West 900 East, SLC

Case Study: Cougar Boulevard Provo, UT

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SEGMENT 03: STREETSCAPE & TOOLBOX RECOMMENDATIONS
 MIDVALE FORT UNION CORRIDOR STUDY

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IDEAS FOR A POSSIBLE BRT ROUTE AND BRT FLOATING BUS STOPS

- Currently, not in UTA's long range plan nor WFRC regional transportation plan

Benefits of a BRT Service

- Level boarding,
- Pay before boarding
- Future transit improvement planning



Examples of Floating Bus Stops

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POSSIBLE BRT ROUTE ALONG THE CORRIDOR
MIDVALE FORT UNION CORRIDOR STUDY

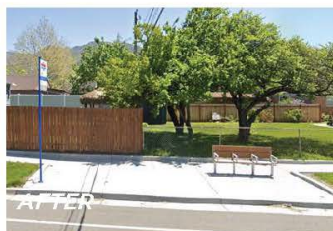
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ADA BUS PAD AND SEATING

1800 South 2100 East, SLC



BEFORE



AFTER

BUS STOP ADDITION TO MID-BLOCK CROSSING

1040 South 500 East, SLC



BEFORE



AFTER

BUS SHELTER ADDITION

1968 South 1300 East, SLC



BEFORE



AFTER

JUNE 18TH 2024

EXAMPLES OF BUS STOP UPGRADES
MIDVALE FORT UNION CORRIDOR STUDY

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REGULATORY TOOLS & OTHER STRATEGIES

- Exploring **financing tools** to support **redevelopment of underutilized areas**
- **Partner with public landowners** to explore the development of catalyst sites
- **Implement the City's Moderate Income Housing Plan strategy** to reduce/waive/eliminate impact fees related to MIH
- **Master-Plan Town Center** Redevelopment

Examples and Possible Application to Segment

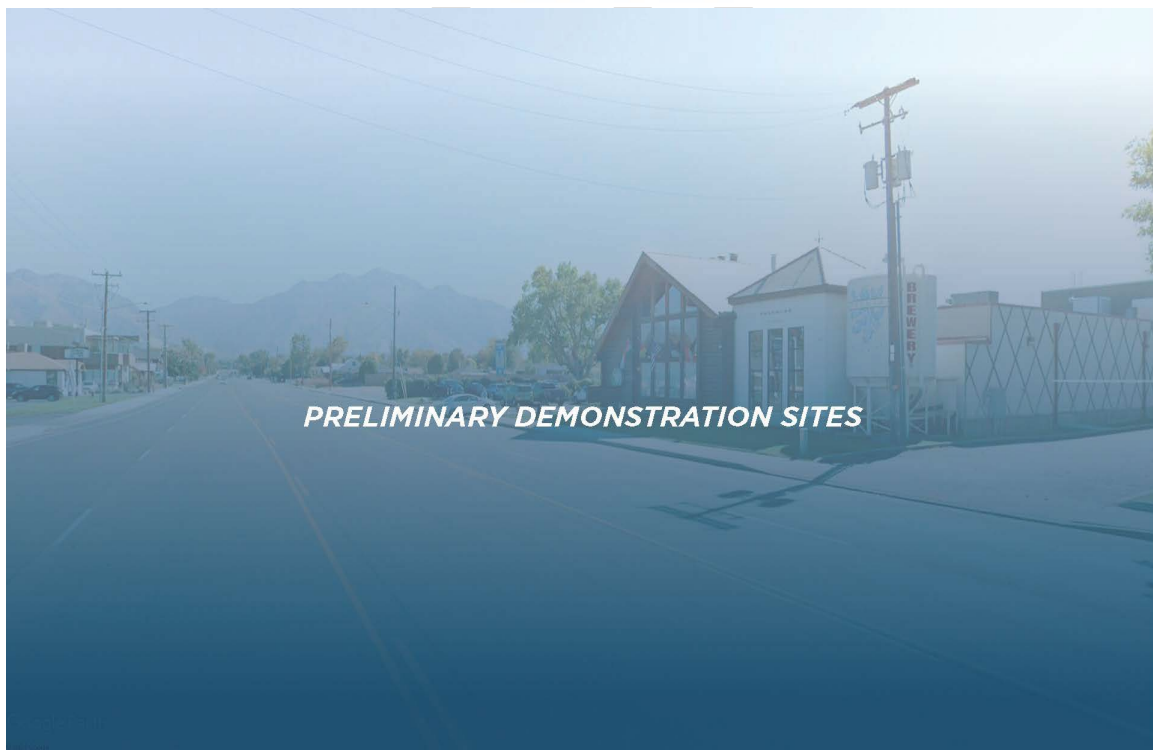
- HTRZ, segment 01
- Partnership with UTA, segment 01
- Incentivizing townhome infill, segment 02
- Master Plan Town Center redevelopment, segment 03



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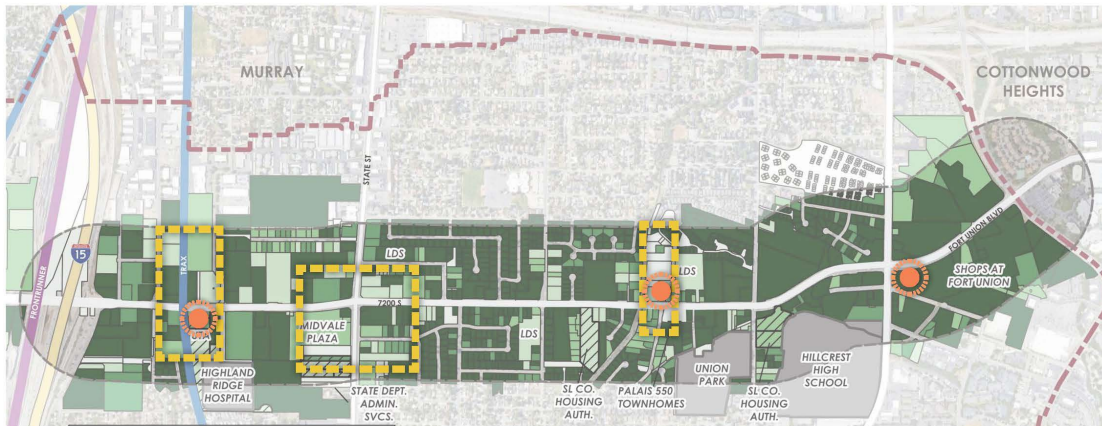
REGULATORY TOOLS & OTHER
MIDVALE FORT UNION CORRIDOR STUDY

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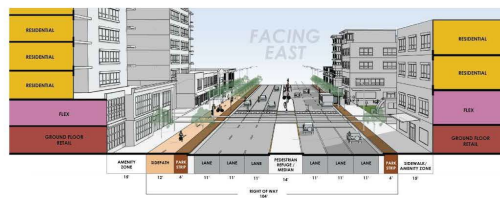
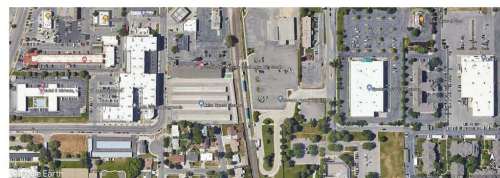
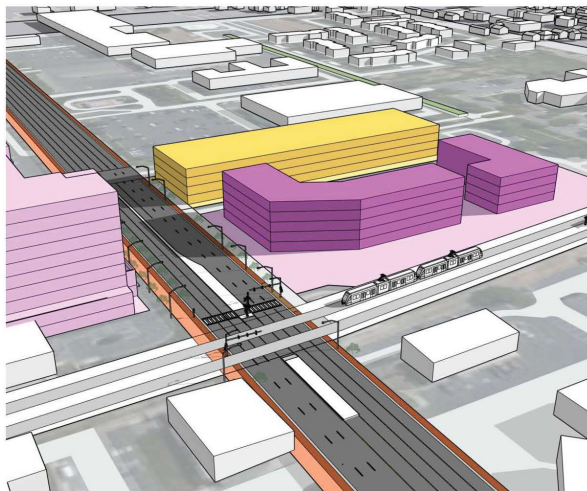
Opportunity Sites for redevelopment include areas near the Fort Union TRAX station, the State Street intersection, and the Jordan/Salt Lake City canal.



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OPPORTUNITY SITES BASED ON PROPERTY VALUE
MIDVALE FORT UNION CORRIDOR STUDY

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DEMONSTRATION SITE: SEGMENT 01 STATION AREA PLAN
MIDVALE FORT UNION CORRIDOR STUDY

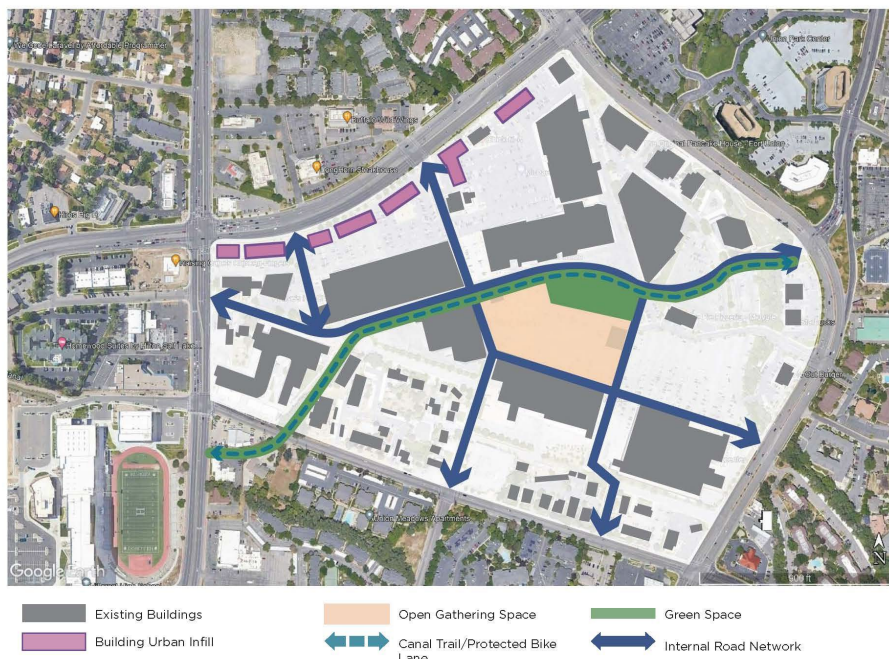
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DEMONSTRATION SITE: SEGMENT 02
MIDVALE FORT UNION CORRIDOR STUDY

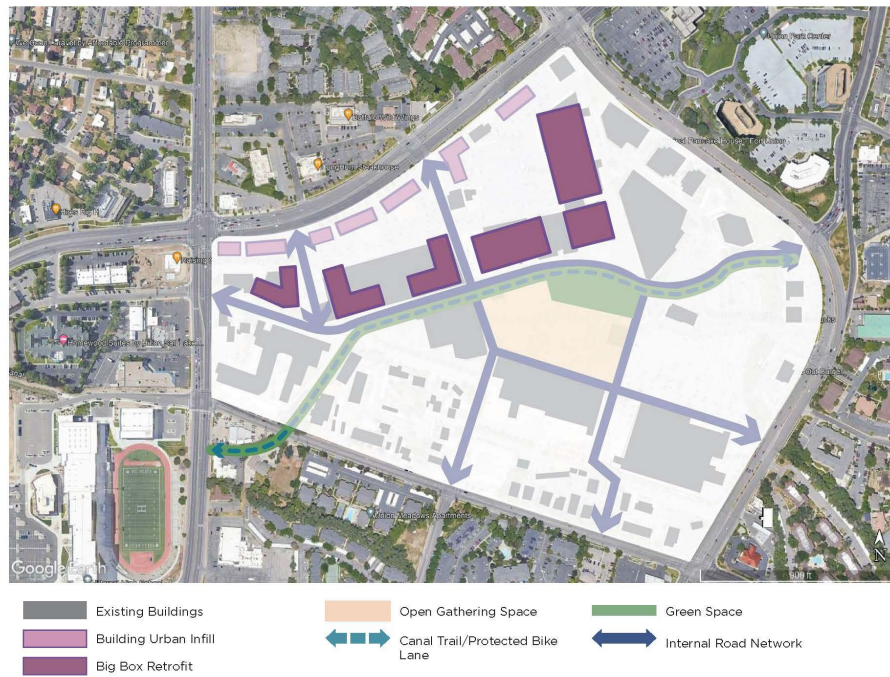
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DEMONSTRATION SITE: SEGMENT 03 PHASE 2
MIDVALE FORT UNION CORRIDOR STUDY

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DEMONSTRATION SITE: SEGMENT 03 PHASE 3
MIDVALE FORT UNION CORRIDOR STUDY

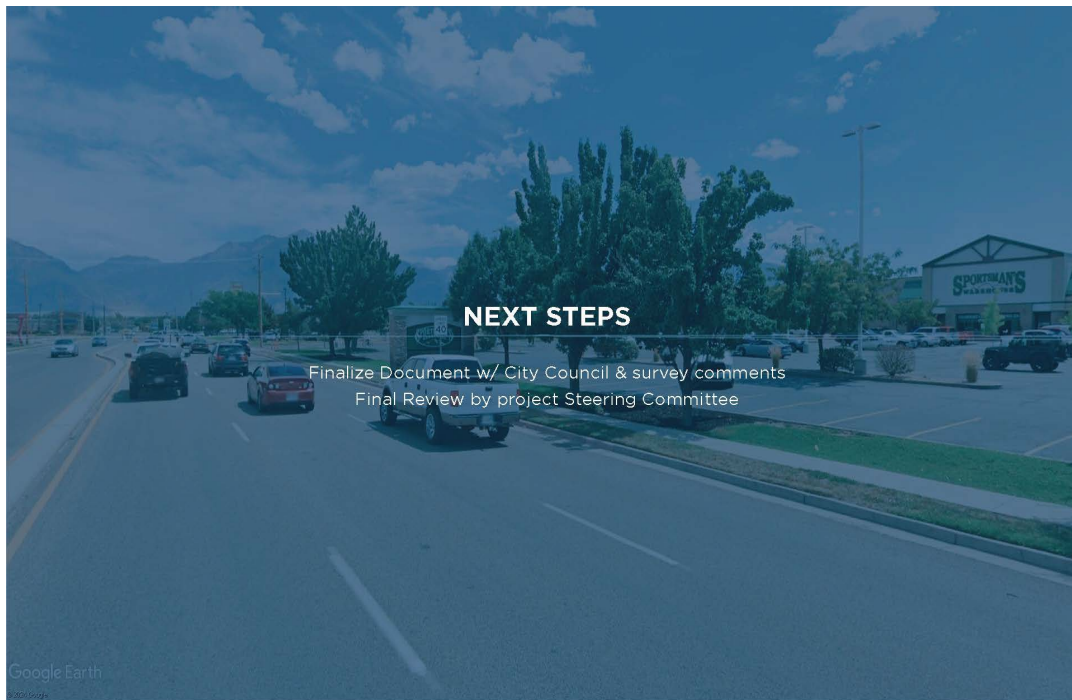
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DEMONSTRATION SITE: SEGMENT 03 CROSS SECTION
MIDVALE FORT UNION CORRIDOR STUDY

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7:00 PM – REGULAR MEETING

Mayor Marcus Stevenson called the business meeting to order at 7:04 p.m.

I. GENERAL BUSINESS

A. **WELCOME AND PLEDGE OF ALLEGIANCE**

B. **ROLL CALL** - Council Members Heidi Robinson, Dustin Gettel, Bryant Brown, Bonnie Billings, and Paul Glover were present at roll call.

C. **UNIFIED POLICE DEPARTMENT REPORT**

Chief Randy Thomas reported that in May they had the lowest case report they've had in 5 years; he's hoping this trend continues. In May they received 2,547 calls for services and 702 cases, where they usually have 800-900 cases a month. They wrote 496 citations with 43 of those being warning citations and 453 being penalty citations; 188 of those were from the Selective Traffic Enforcement shifts. Recently there has been considerable progress and buildout at the police station adding the Special Victims Unit, Violent Crimes Unit, and training units.

The Chief highlighted that Sargeant Benedict organized the administrative checkpoint resulting in 5 DUI arrests and 2 possession of a controlled substance arrests. They saw about 785 cars go through the checkpoint. He also mentioned that on June 5th Mayor Marcus Stevenson, City Manager Matt Dahl, and the City Council were recognized at the UPD awards ceremony. Recognition was also given to the Station 125 Project that was conducted with the Metro Gang Unit last summer. He pointed out that many of the Midvale Precinct awards were for life saving efforts by individuals.

Chief Thomas announced that the Shelter Resource Officer Sargeant Richardson will be promoted to Lieutenant on July 2nd in the Council Chambers. The Chief announced that there will be several Division Commander awards given tonight. Division Commander Grant Richardson, Detective Will Clark, Detective Andrew Seguino, Detective Todd Grey, Sargeant Aaron Levine, Detective Christian Olsen, Detective Kyle Liddiard, Detective Josh Smith, and Detective Grant Martinez all received awards.

Council Member Dustin Gettel asked Chief Thomas how a citizen could volunteer and who they should contact.

Chief Randy Thomas said citizens can drop into the station or email to inquire about volunteer opportunities.

II. PUBLIC COMMENTS

Lisa Yoder, Summitt County, said she worked with the Community Energy Renewal Program. She explained what the word participant means to everyone and how we are all participants by using the grid. She is encouraging the mayor and council to support the program when the time comes so that Midvale residents will have a choice of what type of energy they would like to use.

McKenzie Curtis, East Riverwalk resident, stated that she is speaking on behalf of her community members about an autobody shop that wants to go where Progressive is. The community is not in support of it because it will make the neighborhood look more industrial instead of residential. She is concerned that this project has not been noticed properly, she lives outside the 500-foot notice area but pointed out that there are no signs posted in front of the business. The neighbors in the area do not want a body shop in that area.

III. MAYOR REPORT

Mayor Marcus Stevenson – reported that Unified Fire passed their final budget with a 5.4%-member fee to USFA.

In the Unified Fire Board meeting they reported that there will be a poster with a QR code that shows where fireworks are restricted on display at each firework stand in Midvale.

He also reminded everyone that this Thursday is the last UPD Board meeting that will be held at Midvale City. The meeting is being moved to Millcreek City due to Millcreek having more room to host everyone that attends.

The Mayor expressed his thanks and appreciation for the work the staff put in to make Los Muros on Main a success.

IV. COUNCIL REPORTS

- A. Council Member Bonnie Billings** – Nothing to report
- B. Council Member Paul Glover** - Excused
- C. Council Member Heidi Robinson** - Nothing to report

D. Council Member Bryant Brown – The mural event was phenomenal. He said he loved it. There is a cool mural on The Penguin carwash behind a tree. He suggested cutting down the tree and give the owner another tree to plant elsewhere on the property. He said anytime the City can host events on Main Street, we should.

The City has asked Unique Auto multiple times to not park at the fire station, the cars in disrepair and make it look like a junk yard. It looked terrible during the mural festival with wrecked cars parked everywhere in front of the mural. This cannot be allowed anymore and there should be something in our code stating that there will be a fine if a business is repeatedly asked to do something and they ignore the request.

Matt Dahl said the staff has seen a few instances where people are taking advantage of situations like the parking issue. This is being addressed and will be coming back before the Council regarding enforcement of some of those issues.

E. Council Member Dustin Gettel – said the mural festival was a success again. He is starting to look forward to it year after year.

He said he recently had a chance to tour the vote sorting and counting facility at the Salt Lake County building, which is fascinating and very secure. There are many observers that go there every day to watch. Lannie Chapman has said any official is welcome to tour the facility. Everywhere everyone went they were followed by a sheriff's deputy. As of earlier this morning, Midvale City is at about 10% voter turnout. He encouraged residents to vote in this important primary election. Drop your ballot in the drop box outside City Hall or vote in person at City Hall.

V. CITY MANAGER REPORT

A. Matt Dahl, City Manager – said the splash pad at the park tends to be high maintenance and has often had equipment break down. Currently there is a pump that has gone out, crews are working on getting it repaired.

He said he is watching the schedule to determine if the City Council meeting on July 2nd can be cancelled. If nothing shows up by the end of the week, he will formally cancel that meeting.

VI. PUBLIC HEARINGS

A. RECEIVE PUBLIC COMMENTS REGARDING INCREASED COMPENSATION FOR EXECUTIVE MUNICIPAL OFFICERS

Mariah Hill said in the 2024 Utah State Legislative Session, Senate Bill 92 "Local Government Officers Compensation Amendments" was passed. This bill requires that a municipal government proposing a compensation increase for executive municipal officers must hold a public hearing and provide proper noticing of the hearing. The Midvale executive municipal officers include City Manager, Assistant City Manager, HR Director/City Recorder, City Attorney, Deputy City Attorney, Public Works Director, Deputy Public Works Director, Community

Development Director, Administrative Services Director, and Communications Director. All of these positions have proposed wage increases in the FY2025 budget.

This document provides percent increases for Executive Municipal Officers, all fiscal impacts of these increases are contained in the FY2025 budget.

FY2025 Compensation Increases for Executive Municipal Officers		
Position	Percent Increase	Notes
City Manager	5%	Standard COLA & Merit Increases
Assistant City Manager	8.85%	Standard COLA & Merit, and Market Increases
HR Director/City Recorder	5%	Standard COLA & Merit Increases
City Attorney	12.10%	Standard COLA & Merit, and Contractual Increases
Deputy City Attorney	5%	Standard COLA & Merit Increases
Public Works Director	5%	Standard COLA & Merit Increases
Deputy Public Works Director	5%	Standard COLA & Merit Increases
Community Development Director	5%	Standard COLA & Merit Increases
Administrative Services Director	5%	Standard COLA & Merit Increases
Communication Director	5%	Standard COLA & Merit Increases

MOTION: Council Member Dustin Gettel MOVED to open the public comment portion of the public hearing. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

There were no comments.

MOTION: Council Member Dustin Gettel MOVED to close the public hearing. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor

Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

B. RECEIVE PUBLIC COMMENTS REGARDING SETTING SALARIES FOR ELECTED AND STATUTORY/APPOINTED OFFICERS FOR MIDVALE CITY

Mariah Hill said as a part of the budget process, staff reviews the City's Pay Plan to ensure the City is staying competitive in the market and that proposed Cost of Living Adjustments (COLA) are accounted for in our pay ranges.

FISCAL IMPACT

This document only provides pay scales, all fiscal impacts of the pay plan are contained in the FY2025 budget.

MIDVALE CITY COMPENSATION PAY PLAN FISCAL YEAR 2025

ELECTED OFFICIALS

POSITION	SALARY
MAYOR	\$68,081.81
COUNCIL	\$20,881.13

EMPLOYEE PAY PLAN

Hourly Pay Rates					Per Pay Period			Annual Pay Rates					
	Pay Range				Pay Range			Pay Range					
Positions	GR	Min	Mid	Max	Min	Mid	Max	GR	Min	Mid	Max	Rng	Positions
City Manager	71	68.67	89.35	110.03	5,493.51	7,147.78	8,802.04	71	142,831.33	185,842.18	228,853.03	0.60	City Manager
City Attorney	69	63.19	82.30	101.41	5,055.12	6,583.85	8,112.59	69	131,433.17	171,180.22	210,927.27	0.60	City Attorney
Assistant City Manager	68	60.65	78.95	97.24	4,852.20	6,315.75	7,779.29	68	128,157.24	164,209.44	202,261.65	0.60	Assistant City Manager
Public Works Director	66	55.53	72.32	89.10	4,442.70	5,785.46	7,128.23	66	115,510.29	150,422.09	185,333.88	0.60	Public Works Director
Community Development Director	65	53.40	69.54	85.68	4,271.83	5,562.95	6,854.06	65	111,067.59	144,636.63	178,205.67	0.60	Community Development Director
Administrative Services Director	65	53.40	69.54	85.68	4,271.83	5,562.95	6,854.06	65	111,067.59	144,636.63	178,205.67	0.60	Administrative Services Director
HR Director/City Recorder	65	53.40	69.54	85.68	4,271.83	5,562.95	6,854.06	65	111,067.59	144,636.63	178,205.67	0.60	HR Director/City Recorder
City Engineer	64	51.18	66.65	82.13	4,094.14	5,332.17	6,570.19	64	106,447.75	138,636.30	170,824.84	0.60	City Engineer
Deputy City Attorney	63	49.28	64.04	78.79	3,942.74	5,122.94	6,303.13	63	102,511.36	133,196.38	163,881.40	0.60	Deputy City Attorney
IT Director	63	49.28	64.04	78.79	3,942.74	5,122.94	6,303.13	63	102,511.36	133,196.38	163,881.40	0.60	IT Director
Deputy Director of Public Works	60	44.86	57.12	69.39	3,588.42	4,569.90	5,551.38	60	93,298.96	118,817.43	144,335.91	0.55	Deputy Director of Public Works

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Economic Development Manager	60	44.86	57.12	69.39	3,588.42	4,569.90	5,551.38	60	93,298.96	118,817.43	144,335.91	0.55	Economic Development Manager
Planning Director	59	42.96	54.75	66.54	3,437.02	4,380.12	5,323.23	59	89,362.54	113,883.24	138,403.93	0.55	Planning Director
Assistant City Attorney-Prosecution	58	40.60	51.76	62.92	3,247.63	4,140.72	5,033.82	58	84,438.31	107,658.84	130,879.37	0.55	Assistant City Attorney-Prosecution
City Treasurer	57	39.03	49.77	60.50	3,122.72	3,981.47	4,840.21	57	81,190.67	103,518.11	125,845.55	0.55	City Treasurer
Court Administrator	56	37.53	47.85	58.18	3,002.61	3,828.33	4,654.05	56	78,067.95	99,536.64	121,005.33	0.55	Court Administrator
Operations Superintendent	56	37.53	47.85	58.18	3,002.61	3,828.33	4,654.05	56	78,067.95	99,536.64	121,005.33	0.55	Operations Superintendent
Communications Director	56	37.53	47.85	58.18	3,002.61	3,828.33	4,654.05	56	78,067.95	99,536.64	121,005.33	0.55	Communications Director
Project Site Coordinator	56	37.53	47.85	58.18	3,002.61	3,828.33	4,654.05	56	78,067.95	99,536.64	121,005.33	0.55	Project Site Coordinator
Assistant Finance Director	55	36.09	46.01	55.94	2,887.12	3,681.09	4,475.05	55	75,065.24	95,708.26	116,351.29	0.55	Assistant Finance Director
Public Utilities Manager	55	36.09	46.01	55.94	2,887.12	3,681.09	4,475.05	55	75,065.24	95,708.26	116,351.29	0.55	Public Utilities Manager
Systems Administrator	54	34.70	44.24	53.79	2,776.08	3,539.51	4,302.93	54	72,178.21	92,027.21	111,876.22	0.55	Systems Administrator
Engineering Manager	54	34.70	44.24	53.79	2,776.08	3,539.51	4,302.93	54	72,178.21	92,027.21	111,876.22	0.55	Engineering Manager
Storm Water/Streets Manager	54	34.70	44.24	53.79	2,776.08	3,539.51	4,302.93	54	72,178.21	92,027.21	111,876.22	0.55	Storm Water/Streets Manager
Fleet/Facilities Manager	54	34.70	44.24	53.79	2,776.08	3,539.51	4,302.93	54	72,178.21	92,027.21	111,876.22	0.55	Fleet/Facilities Manager
RDA Project Manager	54	34.70	44.24	53.79	2,776.08	3,539.51	4,302.93	54	72,178.21	92,027.21	111,876.22	0.55	RDA Project Manager
RDA Program Manager	54	34.70	44.24	53.79	2,776.08	3,539.51	4,302.93	54	72,178.21	92,027.21	111,876.22	0.55	RDA Program Manager
GIS Manager	53	33.37	42.54	51.72	2,669.31	3,403.37	4,137.44	53	69,402.14	88,487.73	107,573.31	0.55	GIS Manager
Project and Policy Manager	53	33.37	42.54	51.72	2,669.31	3,403.37	4,137.44	53	69,402.14	88,487.73	107,573.31	0.55	Project and Policy Manager
Junior Network Administrator	50	29.66	37.82	45.98	2,373.01	3,025.59	3,678.16	50	61,698.26	78,665.26	95,632.27	0.55	Junior Network Administrator
Senior Accountant	28	34.70	44.24	53.79	2,776.08	3,539.51	4,302.93	28	72,178.21	92,027.21	111,876.22	0.55	Senior Accountant
Senior Planner	28	34.70	44.24	53.79	2,776.08	3,539.51	4,302.93	28	72,178.21	92,027.21	111,876.22	0.55	Senior Planner
Procurement/Contract Analyst	25	30.85	39.33	47.82	2,467.93	3,146.61	3,825.29	25	64,166.18	81,811.88	99,457.57	0.55	Procurement/Contract Analyst
HR Generalist	24	29.66	37.82	45.98	2,373.01	3,025.59	3,678.16	24	61,698.26	78,665.26	95,632.27	0.55	HR Generalist

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Planner II	23	29.07	36.36	43.65	2,325.69	2,908.69	3,491.69	23	60,468.00	75,626.02	90,784.04	0.50	Planner II
Water Utility Distribution Crew Lead	23	29.07	36.36	43.65	2,325.69	2,908.69	3,491.69	23	60,468.00	75,626.02	90,784.04	0.50	Water Utility Distribution Crew Lead
Water Utility Construction Crew Lead	23	29.07	36.36	43.65	2,325.69	2,908.69	3,491.69	23	60,468.00	75,626.02	90,784.04	0.50	Water Utility Construction Crew Lead
Wastewater Crew Lead	23	29.07	36.36	43.65	2,325.69	2,908.69	3,491.69	23	60,468.00	75,626.02	90,784.04	0.50	Wastewater Crew Lead
Facilities Journeyman	23	29.07	36.36	43.65	2,325.69	2,908.69	3,491.69	23	60,468.00	75,626.02	90,784.04	0.50	Facilities Journeyman
Engineering Inspector III	23	29.07	36.36	43.65	2,325.69	2,908.69	3,491.69	23	60,468.00	75,626.02	90,784.04	0.50	Engineering Inspector III
Senior Executive Assistant	23	29.07	36.36	43.65	2,325.69	2,908.69	3,491.69	23	60,468.00	75,626.02	90,784.04	0.50	Senior Executive Assistant
CD Exec Asst	23	29.07	36.36	43.65	2,325.69	2,908.69	3,491.69	23	60,468.00	75,626.02	90,784.04	0.50	CD Exec Asst
Paralegal/Exec. Asst.	22	27.95	34.91	41.87	2,236.32	2,793.04	3,349.75	22	58,144.43	72,619.02	87,093.61	0.50	Paralegal/Exec. Asst.
Parks Crew Lead	22	27.95	34.91	41.87	2,236.32	2,793.04	3,349.75	22	58,144.43	72,619.02	87,093.61	0.50	Parks Crew Lead
Streets Crew Lead	22	27.95	34.91	41.87	2,236.32	2,793.04	3,349.75	22	58,144.43	72,619.02	87,093.61	0.50	Streets Crew Lead
Storm Water Crew Lead	22	27.95	34.91	41.87	2,236.32	2,793.04	3,349.75	22	58,144.43	72,619.02	87,093.61	0.50	Storm Water Crew Lead
Judicial Assistant Lead	22	27.95	34.91	41.87	2,236.32	2,793.04	3,349.75	22	58,144.43	72,619.02	87,093.61	0.50	Judicial Assistant Lead
Engineering Inspector II	22	27.95	34.91	41.87	2,236.32	2,793.04	3,349.75	22	58,144.43	72,619.02	87,093.61	0.50	Engineering Inspector II
GIS Specialist III	22	27.95	34.91	41.87	2,236.32	2,793.04	3,349.75	22	58,144.43	72,619.02	87,093.61	0.50	GIS Specialist III
Deputy City Recorder	22	27.95	34.91	41.87	2,236.32	2,793.04	3,349.75	22	58,144.43	72,619.02	87,093.61	0.50	Deputy City Recorder
Plans Examiner	21	26.85	33.51	40.16	2,148.01	2,680.54	3,213.07	21	55,848.16	69,694.02	83,539.88	0.50	Plans Examiner
Engineering Inspector I	21	26.85	33.51	40.16	2,148.01	2,680.54	3,213.07	21	55,848.16	69,694.02	83,539.88	0.50	Engineering Inspector I
Planner I	21	26.85	33.51	40.16	2,148.01	2,680.54	3,213.07	21	55,848.16	69,694.02	83,539.88	0.50	Planner I
Strm Wtr Coord	21	26.85	33.51	40.16	2,148.01	2,680.54	3,213.07	21	55,848.16	69,694.02	83,539.88	0.50	Strm Wtr Coord
Storm Water Inspector	21	26.85	33.51	40.16	2,148.01	2,680.54	3,213.07	21	55,848.16	69,694.02	83,539.88	0.50	Storm Water Inspector
Community Development Support Technician	20	25.75	32.15	38.55	2,059.69	2,571.72	3,083.75	20	53,551.92	66,864.72	80,177.52	0.50	Community Development Support Technician
Judicial Assistant III	20	25.75	32.15	38.55	2,059.69	2,571.72	3,083.75	20	53,551.92	66,864.72	80,177.52	0.50	Judicial Assistant III
GIS Specialist II	19	25.59	31.29	36.98	2,047.07	2,502.85	2,958.63	19	53,223.88	65,074.18	76,924.49	0.45	GIS Specialist II

Utilities Water Quality and Regulatory Administrator	19	25.59	31.29	36.98	2,047.07	2,502.85	2,958.63	19	53,223.88	65,074.18	76,924.49	0.45	Utilities Water Quality and Regulatory Administrator
GIS Specialist I	18	24.48	29.98	35.47	1,958.75	2,398.24	2,837.72	18	50,927.61	62,354.21	73,780.81	0.45	GIS Specialist I
Facilities Technician III	18	24.48	29.98	35.47	1,958.75	2,398.24	2,837.72	18	50,927.61	62,354.21	73,780.81	0.45	Fleet Maintenance Technician III
Fleet Maintenance Technician III	18	24.48	29.98	35.47	1,958.75	2,398.24	2,837.72	18	50,927.61	62,354.21	73,780.81	0.45	Fleet Maintenance Technician III
Water Operator III	18	24.48	29.98	35.47	1,958.75	2,398.24	2,837.72	18	50,927.61	62,354.21	73,780.81	0.45	Water Operator III
Waste Water Operator III	18	24.48	29.98	35.47	1,958.75	2,398.24	2,837.72	18	50,927.61	62,354.21	73,780.81	0.45	Waste Water Operator III
Judicial Assistant II	18	24.48	29.98	35.47	1,958.75	2,398.24	2,837.72	18	50,927.61	62,354.21	73,780.81	0.45	Judicial Assistant II
Community Violence Coalition Coordinator	17	23.53	28.78	34.04	1,882.11	2,302.62	2,723.12	17	48,934.87	59,868.00	70,801.14	0.45	Community Violence Coalition Coordinator
Water Meter Maintenance Tech	17	23.53	28.78	34.04	1,882.11	2,302.62	2,723.12	17	48,934.87	59,868.00	70,801.14	0.45	Water Meter Maintenance Tech
Streets Maintenance III	17	23.53	28.78	34.04	1,882.11	2,302.62	2,723.12	17	48,934.87	59,868.00	70,801.14	0.45	Streets Maintenance III
Storm Water Operator III	17	23.53	28.78	34.04	1,882.11	2,302.62	2,723.12	17	48,934.87	59,868.00	70,801.14	0.45	Storm Water Operator III
Parks Maintenance III	17	23.53	28.78	34.04	1,882.11	2,302.62	2,723.12	17	48,934.87	59,868.00	70,801.14	0.45	Parks Maintenance III
Facilities Technician III	17	23.53	28.78	34.04	1,882.11	2,302.62	2,723.12	17	48,934.87	59,868.00	70,801.14	0.45	Facilities Technician III
Finance Clerk	17	23.53	28.78	34.04	1,882.11	2,302.62	2,723.12	17	48,934.87	59,868.00	70,801.14	0.45	Finance Clerk
Waste Water Operator II	17	23.53	28.78	34.04	1,882.11	2,302.62	2,723.12	17	48,934.87	59,868.00	70,801.14	0.45	Waste Water Operator II
Coalition Coordinator	17	23.53	28.78	34.04	1,882.11	2,302.62	2,723.12	17	48,934.87	59,868.00	70,801.14	0.45	Coalition Coordinator
Water Operator II	16	22.59	27.63	32.66	1,807.35	2,210.04	2,612.72	16	46,991.20	57,461.01	67,930.83	0.45	Water Operator II
Fleet Technician II	16	22.59	27.63	32.66	1,807.35	2,210.04	2,612.72	16	46,991.20	57,461.01	67,930.83	0.45	Fleet Technician II
Facilities Technician II	16	22.59	27.63	32.66	1,807.35	2,210.04	2,612.72	16	46,991.20	57,461.01	67,930.83	0.45	Facilities Technician II
Judicial Assistant I	16	22.59	27.63	32.66	1,807.35	2,210.04	2,612.72	16	46,991.20	57,461.01	67,930.83	0.45	Judicial Assistant I
Streets Maintenance II	15	21.65	26.50	31.36	1,731.65	2,120.14	2,508.64	15	45,022.98	55,123.76	65,224.54	0.45	Streets Maintenance II
Storm Water Operator II	15	21.65	26.50	31.36	1,731.65	2,120.14	2,508.64	15	45,022.98	55,123.76	65,224.54	0.45	Storm Water Operator II
Parks Maintenance II	15	21.65	26.50	31.36	1,731.65	2,120.14	2,508.64	15	45,022.98	55,123.76	65,224.54	0.45	Parks Maintenance II

Fleet/Facilities Technician II	15	21.65	26.50	31.36	1,731.65	2,120.14	2,508.64	15	45,022.98	55,123.76	65,224.54	0.45	Fleet/Facilities Technician II
Fleet/Facilities Technician I	14	20.70	25.40	30.10	1,655.95	2,031.83	2,407.70	14	43,054.74	52,827.46	62,600.19	0.45	Facilities Technician I
Streets Maintenance I	14	20.70	25.40	30.10	1,655.95	2,031.83	2,407.70	14	43,054.74	52,827.46	62,600.19	0.45	Street Maintenance I
Storm Water Operator I	14	20.70	25.40	30.10	1,655.95	2,031.83	2,407.70	14	43,054.74	52,827.46	62,600.19	0.45	Storm Water Operator I
Fleet Technician I	14	20.70	25.40	30.10	1,655.95	2,031.83	2,407.70	14	43,054.74	52,827.46	62,600.19	0.45	Fleet Technician I
Parks Maintenance I	14	20.70	25.40	30.10	1,655.95	2,031.83	2,407.70	14	43,054.74	52,827.46	62,600.19	0.45	Parks Maintenance I
Water Operator I	14	20.70	25.40	30.10	1,655.95	2,031.83	2,407.70	14	43,054.74	52,827.46	62,600.19	0.45	Water Operator I
Waste Water Operator I	14	20.70	25.40	30.10	1,655.95	2,031.83	2,407.70	14	43,054.74	52,827.46	62,600.19	0.45	Waste Water Operator I
Administrative Assistant	14	20.70	25.40	30.10	1,655.95	2,031.83	2,407.70	14	43,054.74	52,827.46	62,600.19	0.45	Administrative Assistant
PW Receptionist	12	19.11	23.44	27.77	1,528.73	1,875.17	2,221.60	12	39,747.05	48,754.38	57,761.70	0.45	PW Receptionist
Senior Van Driver	10	18.32	21.97	25.61	1,465.65	1,757.41	2,049.18	10	38,106.89	45,692.72	53,278.55	0.40	Senior Van Driver
Building Custodian	8	16.90	20.28	23.66	1,352.10	1,622.31	1,892.52	8	35,154.55	42,179.99	49,205.43	0.40	Building Custodian

MOTION: Council Member Dustin Gettel MOVED to open the public comment portion of the public hearing. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

There were no comments.

MOTION: Council Member Dustin Gettel MOVED to close the public hearing. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

VII. CONSENT AGENDA

A. CONSIDER MINUTES OF JUNE 4, 2024

MOTION: Council Member Dustin Gettel MOVED to Approve the Consent Agenda. The motion was **SECONDED** by Council Member Bryant Brown. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Absent
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

VIII. ACTION ITEMS

A. CONSIDER RESOLUTION NO. 2024-R-31 ADOPTING A PROPOSED TAX RATE ON ALL REAL AND PERSONAL PROPERTY IN MIDVALE CITY FOR CALENDAR YEAR 2024

Mariah Hill said that part of the yearly budget approval process requires either proposing a tax rate or adopting a Certified Tax Rate calculated by the Salt Lake County Auditor. The Certified Tax Rate is the tax rate provided by the Salt Lake County Auditor's office which takes the updated 2024 assessed values of properties located in Midvale and calculates what the property tax rate should be for the City to receive property taxes equivalent to the previous year. Some adjustments are made by the assessors to the taxable value of the City, including assuring the City receives additional revenue for new growth. If the City chooses to accept the Certified Tax rate, it must be adopted by June 22nd of each year. For 2024, Midvale City's Certified Tax Rate is .00847. If the City desires to receive more revenue than initially calculated by the County Auditor, the City will need to go through a process called Truth in Taxation. This process involves multiple public notices and a public hearing before the final tax rate is adopted.

Staff proposes increasing the revenue generated by the Certified Tax Rate by \$450,985. This is the amount of additional revenue needed to help fund the FY25 Unified Police Department Member Assessment, provide appropriate COLA and merit increases to our staff, and continue to provide the same level of service during a time of high inflation. In an effort to minimize the proposed property tax increase, all city departments made cuts to their budgets and limited their requests for new expenditures.

The average household will see a tax increase of approximately \$20.00 per year if the City Council approves this rate increase. The final rate cannot be adopted until after the Truth in Taxation hearing, which will occur in August. The attached resolution only proposes a tax rate and allows the City to begin the Truth in Taxation process.

The breakdown for the proposed fiscal year 2024 property tax revenue is below:

Certified Tax Rate Tax Amount	3,094,442
Revenue from Proposed Tax Increase	<u>450,985</u>
	3,545,427

PLAN COMPLIANCE: N/A

FISCAL IMPACT:

Proposing the increased tax rate will generate \$3,545,427 in Property Tax revenue. This has already been included in the fiscal year 2025 budget. If the City Council chooses not to accept

the proposed tax increase and instead adopts the initial rate calculated by the Salt Lake County Auditor, property tax revenue will be \$3,094,442 and corresponding adjustments will need to be made expenditures in the FY25 Budget.

She reviewed the following:

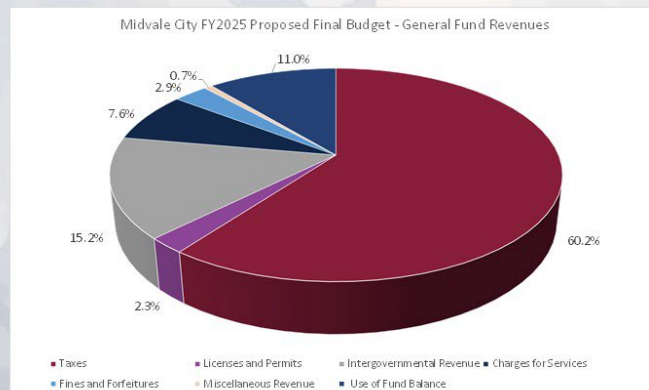
General Fund

- **Total Revenues and Expenditures** - \$30,395,060 (19.43% increase from Amended FY24 Budget).
- Projected new on-going funds - \$1,596,117
- Proposed Use of Fund Balance (One-Time Funds) - \$3,348,550

FY2025 Proposed Budget Overview

General Fund - Revenues

- Taxes - \$18.3 million
- Licenses and Permits - **\$710,000**
- Intergovernmental Revenue - \$4.63 million
- Charges for Services - **\$2.3 million**
- Fines and Forfeitures - \$885,000
- Miscellaneous Revenue - \$214,000
- Use of Fund Balance - \$3,348,550



FY2025 Proposed Budget Overview

General Fund – Revenues

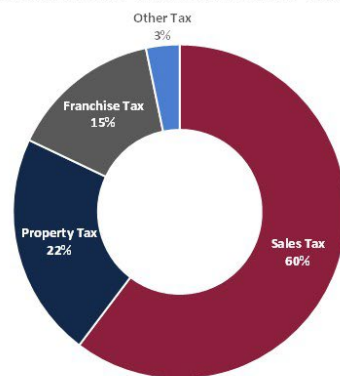
Midvale City FY2025 Changes Since Tentative Budget						
Fund 10 - General Fund						
Account Description	FY2024 Amended	FY2025 Tentative	FY2025 Proposed	Difference	Percent Change	
Revenues:					-	0.00%
Property Taxes	\$ 3,087,313	\$ 4,110,264	\$ 3,545,427	\$ (564,837)	-13.74%	
Franchise Tax	2,242,945	2,774,920	2,522,592	(252,328)	-9.09%	
Motor Vehicle In Lieu Of	330,000	345,000	362,250	17,250	5.00%	
Business Licenses	280,000	330,000	350,000	20,000	6.06%	
Building Permits	500,000	350,000	310,000	(40,000)	-11.43%	
Homeless Shelter Funding	2,610,000	2,100,000	2,855,050	755,050	35.95%	
Zoning/Development Fees	40,000	10,000	7,500	(2,500)	-25.00%	
Plan Check Fees	250,000	200,000	160,000	(40,000)	-20.00%	
Fines and Forfeitures	800,000	768,000	803,000	35,000	4.56%	
Bad Debt Collections	35,000	35,000	70,000	35,000	100.00%	
Interest Revenue	160,000	160,000	20,000	(140,000)	-87.50%	
Use of Fund Balance	211,723	3,260,500	3,348,550	88,050	2.70%	
Total Revenue Changes	\$ 10,546,981	\$ 14,443,684	\$ 14,354,369	\$ (89,315)	-0.62%	
TOTAL PROPOSED REVENUES	\$ 25,450,393	\$ 30,304,375	\$ 30,395,060	\$ 90,685	0.30%	

FY2025 Proposed Budget Overview

General Fund – Tax Revenues

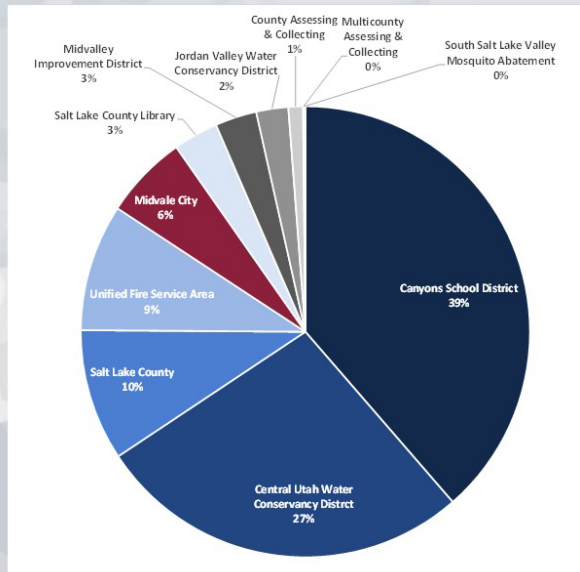
- Sales Tax - \$11.4 million
 - 1% Increase from FY23 Actuals
- Property Tax – \$3.55 million
 - 14.52% Property Tax Increase - \$451K (\$32 '24 Ave Household)
- Franchise Tax - \$2.52 million
 - \$250k Increase to reflect actuals
- Other Taxes - \$800,579
 - Delinquent Property Tax
 - Telecommunication Tax
 - Transient Room Tax
 - Motor Vehicle in Lieu of Tax

Midvale City Fiscal Year 2025 Tentative Budget Taxes by Type



FY2025 Proposed Budget Overview

Property Tax Overview



Taxing Entity	2023 Tax Rate	Dollar Amount of Taxes
Canyons School District	0.005705	\$1,374.33
Central Utah Water Conservancy District	0.004	\$963.60
Salt Lake County	0.001394	\$335.81
Unified Fire Service Area	0.001346	\$324.25
Midvale City	0.000892	\$214.88
Salt Lake County Library	0.000477	\$114.91
Midvalley Improvement District	0.000442	\$106.48
Jordan Valley Water Conservancy District	0.000341	\$82.15
County Assessing & Collecting	0.000155	\$37.34
Multicounty Assessing & Collecting	0.000015	\$3.61
South Salt Lake Valley Mosquito Abatement	0.000009	\$2.17
TOTAL	0.014776	\$3,559.54

*Using 2023 Tax Rates as a reference because 2024 data is not available for all entities

Property Tax Overview

2023 Tax Rates	
Salt Lake City	0.003012
West Valley City	0.002758
Murray City	0.001513
West Jordan City	0.001499
Millcreek City	0.001431
South Jordan City	0.001425
Cottonwood Heights	0.001422
Holladay City	0.001322
Bluffdale City	0.001236
Sandy City	0.001057
Draper City	0.000896
Midvale City	0.000892
Taylorsville City	0.000731
Herriman City	0.000194

2024 Tax Rates (CTR & TNT)	
Salt Lake City*	0.002755
West Valley City*	0.002586
Murray City	0.001722
West Jordan City*	0.001428
South Jordan City	0.001367
Cottonwood Heights	0.001357
Millcreek City	0.001344
Holladay City	0.001249
Draper City*	0.001022
Sandy City	0.000988
Midvale City*	0.000970
Bluffdale City	0.000923
Taylorsville City*	0.000851
Herriman City	0.000187

*Cities proposing to move into Truth-in-Taxation as of 6/18/2024

Property Tax Overview

How the City's property tax rate is calculated:

$$\frac{\text{Previous year property tax revenue} + \text{new growth}}{\text{Assessed property tax value}}$$

When assessed value goes up, tax rate goes down.

When assessed value goes down, tax rate goes up.

Assessed property tax value = Total assessed value less allowable exemptions

- Example – 45% residential exemption

If an entity wishes additional revenue, goes through a process called Truth in Taxation.

FY2025 Proposed Budget Overview

2024 Tax Year Information

- Total Taxable Value - \$3,653,414,656
- New Growth Value - \$0
 - RDA Growth was greater than other City growth
- Average Midvale Residential Value - \$470,000 (7.2% Increase)
- Average Taxable Residential Value (55%) - \$258,500

FY2025 Proposed Budget Overview

Certified Tax Rate vs Proposed Tax Rate

Certified Tax Rate

- Certified Tax Rate - .000847
- FY2025 Property Tax Revenue - \$3,094,442
- Average Residential Taxes - \$218.95

Proposed Tax Rate

- Proposed Tax Rate - .000970
- FY2025 Property Tax Revenue - \$3,545,427
- Average Residential Taxes - \$250.75
 - \$31.80 Annual Increase
- 14.52% Increase

FY2025 Proposed Budget Overview

Truth in Taxation Process

- On or before June 22nd – City adopts “proposed” tax rate.
- 2 weeks before public hearing – Newspaper publication (must be done in specific format).
- 1 week before public hearing – Newspaper publication (must be done in specific format).
- Ads are also placed on multiple websites (Public Notice website, Utahlegals.com, etc.)
- Public hearing date confirmed by County auditor – Public hearing cannot conflict with another entity.
- Public hearing agenda cannot have any other items other than tax increase, budget, or fee introduction/increase.
- Tentative public hearing date – August.

FY2025 Proposed Budget Overview

General Fund – On-Going Expenditures

- Public Safety Increase - **\$1.85M** (Includes UPD, UFA, & Animal Control)
- Salary Increases - **\$192K** (3% COLA, 2% Merit, Market, Mid-Point)
- Benefit Increases - **\$93K** (2.5% Medical and 4.5% Dental Increase)
- IT Equipment Increase - **\$48K**
- Liability Insurance Increase - **\$10K**
- City Hall Art Program - **\$5K**
- Communications Software - **\$12.5K**
- Software Cost Increases - **\$12K**
- Event Software - **\$12K** (\$8K On-going)
- Operating Cost Increases - **\$42K**
- Building Official and Plan Review FTEs (Reduction in contract) - **\$278K**
- Departmental Operating Cuts - **\$-35K**

FY2025 Proposed Budget Overview

General Fund – One-Time Expenditures

- Grants - **\$130K** (Includes Boys & Girls Club, Arts Council, CBC, and Hillcrest Sports)
- Renewable Energy Program - **\$20K**
- Outside Legal Council - **\$60K**
- Harvest Days - **\$90K**
- Transfer to Capital Projects Fund - **\$3M**

FY2025 Proposed Budget Overview

General Fund – Expenditures

Midvale City FY2025 Changes Since Tentative Budget					
Fund 10 - General Fund					
Account Description	FY2024 Amended	FY2025 Tentative	FY2025 Proposed	Difference	Percent Change
Expenditures:					
City Council - Salaries	176,003	186,656	185,487	(1,169)	-0.63%
Non-Departmental - Postage	15,000	15,000	16,000	1,000	6.67%
Non-Departmental - Insurance and Surety	68,800	78,800	63,800	(15,000)	-19.04%
Public Safety - UPD Contract	11,951,605	13,731,877	13,676,984	(54,893)	-0.40%
Finance - Salaries	269,292	259,329	249,240	(10,089)	-3.89%
IT - Software	177,250	205,000	204,480	(520)	-0.25%
Contributions - Transfer to IT Fund	-	32,000	50,000	18,000	56.25%
Contributions - Transfer to Telecomm Fund	695,612	678,841	692,985	14,144	2.08%
PW Admin - Med/Safety Supplies	-	-	65,000	65,000	0.00%
Facilities - Insurance-Property	36,800	36,800	65,000	28,200	76.63%
Parks - Software	-	-	5,050	5,050	0.00%
Benefits - Multiple Departments	2,445,921	2,556,337	2,578,840	22,503	0.88%
Vehicle Operating Costs - Multiple Depts	224,224	242,476	235,155	(7,321)	-3.02%
Total Expenditure Changes	\$ 16,060,507	\$ 18,023,116	\$ 18,088,021	\$ 64,905	0.36%
TOTAL PROPOSED EXPENDITURES	\$ 25,415,393	\$ 30,330,155	\$ 30,395,060	\$ 64,905	0.21%

FY2025 Proposed Budget Overview

Funds with No Change Since Tentative

- Debt Service Fund - \$1,757,672
- Sanitation Fund - \$1,615,314
- Telecom Fund - \$999,770

FY2025 Proposed Budget Overview

Capital Projects Fund

Total Budget - \$28,160,225

Sales Tax (\$1.03M)	HB244 & Financing (\$7.96M)	Interest Earned (\$100K)	Fund Balance & Financing (\$19M)	Grants (\$65K)
Sidewalk, Curb, & Gutter Replacement - \$215K	Stagg Street Infrastructure - \$6M	Facility Maintenance - \$75K	Public Works Facility (\$19M) GF \$3M, ARPA \$4M, CP \$3M, Financing \$9M	Porter Rockwell Trail Study - \$75K
Pavement Management - \$815K	Center Street Project - \$1.96M	City-Wide Mural Program - \$20K		

Changes Since Tentative

- Increased Facility Maintenance by \$35k for carpet at MPAC

FY2025 Proposed Budget Overview

Enterprise Funds

Water Fund – Changes Since Tentative

- Benefits increased \$1,212
- Vehicle Operating Costs decreased \$3,505

Sewer Fund – Changes Since Tentative

- Benefits increased \$775
- Vehicle Operating Costs decreased \$3,608

Storm Water Fund – Changes Since Tentative

- Benefits increased \$1,152
- Vehicle Operating Costs decreased \$4,949

Streetlight Fund – Changes Since Tentative

- Benefits increased \$18
- Professional Services Increased \$100,000 for a Streetlight Master Plan

FY2025 Proposed Budget Overview

Internal Service Funds

Fleet Fund – Changes Since Tentative

- Revenues: Decrease in Operating Revenues from Depts - \$20,000
- Expenditures: Decrease in Insurance Cost - \$20,000

Information Technology Fund – Changes Since Tentative

- Revenues: Increase in Use of Fund Balance (\$88) and Increase in Transfer from General Fund (\$18,000)
- Expenditures: Increase in Software for ESRI Software Implementation – \$18,000 One-Time

FY2025 Proposed Budget Overview

Council Member Dustin Gettel asked Mariah Hill if she can give a number based on last fiscal year compared to this fiscal year expenditures on whether this dollar amount higher. He thinks it's important for residents to see that the biggest increase from 2023 to 2024 is public safety.

Mariah Hill explained that it's complex since funds are transferred from the General fund to the Capital Projects fund making the revenues and expenditures equal at 19.43%. She said she is happy to calculate just operating costs if he wants to see those numbers. She has spoken to Laura Magness about creating an educational handout explaining exactly what percentage is new money for the City, and what percentage is going to public safety.

Mayor Stevenson said he likes the idea of creating something to communicate the increase to Midvale residents.

Mariah Hill clarified that this is not a vote on the tax increase, it's a vote to move into Truth in Taxation in August.

MOTION: Council Member Heidi Robinson **MOVED** to Adopt Resolution No. 2024-R-31, proposing a tax rate of 0.000970 for calendar year 2024. The motion was **SECONDED** by Council Member Bonnie Billings. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Absent
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

B. CONSIDER RESOLUTION NO. 2024-R-32 ADOPTING THE FY2025 MIDVALE CITY MUNICIPAL FEE SCHEDULE AND UTILITY RATES

Mariah Hill said as a part of the budget process, staff reviews the municipal fee schedule to ensure the City is collecting the appropriate amount in fees to reflect the actual cost of services provided by the City. Notable changes in this fee schedule are the planned water and sewer rate increases, as well as changes to stormwater and sanitation fees. Deposits were also added to rental facilities that did not have them previously. A public hearing was held on the proposed changes to the fee schedule on June 4, 2024. The FY2025 Fee Schedule will be posted on the Midvale City website upon approval.

PLAN COMPLIANCE: N/A

FISCAL IMPACT

The proposed fees reflect the actual cost of providing specific services to Midvale City residents, businesses, and other patrons. Fees charged are sufficient to provide revenue necessary to operate the City's Enterprise Funds and cover certain costs incurred by the General Fund for Fiscal Year 2025.

The following information was presented:

Building Rental & Event Fee Changes

- Bingham Junction Park Pavilion Rental - \$200 Security Deposit Added
- Main Park Pavilion Rental - \$300 Security Deposit Added

Utility Rate Changes - Water

- Updated per Resolution 2021-R-31 and the Water CFSP to help fund capital projects and bond payments
- Base Rates in Area 1, 2, & 3 increased approximately 8%
- Consumption charges increase approximately 8%
- After next year, all areas should have the same base rates

Utility Rate Changes - Sewer

- Updated per Resolution 2021-R-31 and the Sewer CFSP to help fund capital projects and bond payments
- Base Rates increased approximately 8%
- Consumption charges increased approximately 8%

Utility Rate Changes - Other

- Storm Water charges are increasing 4% (From \$9 to \$9.36 monthly)
- A Storm Water master plan is underway and this increase is to ensure incremental increases and avoid the use of one-time funds for on-going costs
- Waste Collection Fees are increases 4%
 - Garbage from \$12.11 to \$12.59 monthly
 - Recycling from \$4.14 to \$4.31 monthly
- This is due to contractual operating increases in both our landfill and waste collection companies

Council Member Bryant Brown asked if the dumpster rental fee was increasing. He said the fee seems high before the increase so it may be hindering use of the dumpsters.

Mariah Hill said yes, the fee is increasing.

MOTION: Council Member Dustin Gettel MOVED to Adopt Resolution No. 2024-R-32 , adopting the FY2025 Midvale City Municipal Fee Schedule and Utility Rates. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Absent
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

C. CONSIDER RESOLUTION NO. 2024-R-33 ADOPTING AMENDMENTS TO THE FY2024 GENERAL FUND BUDGET

Mariah Hill said staff proposes amendments to the fiscal year 2024 budget for the General Fund.

General Fund

Revenue and Expense Budget Adjustments \$2,420,599 – Staff has identified a number of adjustments that need to be made to the fiscal year 2024 budget, as detailed in the attached document. Below are the major proposed adjustments:

- **General Operating – \$102,100** – Increases across departments to reflect actual costs.
- **Transfer to RDA Fund – \$318,499** – Homeless mitigation funding to be used for the 700 W/North Holden sidewalk construction project being managed by the RDA.
- **Transfer to Capital Projects – \$2,000,000** – Budgeting a transfer to be used to ensure that the City stays within the 35% fund balance cap set by the State.

PLAN COMPLIANCE: N/A

FISCAL IMPACT:

General Fund – Increase in budgeted expenditures of \$2,420,599 and an increase to budgeted grant revenues of \$96,628, sales tax revenue of \$437,723 and an increase in use of fund balance of \$1,886,248.

She review the following information:

General Fund – Homeless Shelter Grant

Revenue Changes

- Increase of \$96,628
- Total of \$2,706,628

Expenditures Changes

- Transfer to RDA for 700 W Sidewalk Construction - \$318,499
- Narcan Purchase - \$20,000

General Fund – Actuals

Revenue Changes

- Sales Tax Increase - \$437,723
- Sales Tax Total - \$11,200,000

Expenditures Changes

- Small Changes across Departments - \$82,100
 - Salaries & Benefits (Retirement Payouts & New Employees) - \$23,500
 - SL County Signal Maintenance Increase - \$20,000
 - 2024 Harvest Days - \$13,100 (change from Public Hearing)
 - Strategic Planning, Elections, Postage, Canyon School District Fundraiser, Employee's Association, Planning & Zoning Overtime - \$25,500

General Fund – Capital Projects Transfer

Revenue Changes

- Sales Tax Increase - \$437,723
- Use of Fund Balance Increase – \$1,886,248

Expenditures Changes

- Transfer to Capital Projects - \$2,000,000
 - Situational transfer to ensure GF Fund Balance stays below 35%

General Fund

Midvale City Proposed Budget Amendment				
General Ledger Account Description	FY24 Amended Budget	Proposed Change	FY24 Proposed Amended Budget	Description
General Fund				
Revenues				
Homeless Shelter Grant	(2,610,000)	(96,628)	(2,706,628)	Actual Homeless Mitigation Funding for FY24
Sales tax	(10,762,277)	(437,723)	(11,200,000)	Sale tax out performed FY24 base budget estimates
Use of Fund Balance	(211,723)	(1,886,248)	(2,097,971)	Increased use of fund balance
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS - GENERAL FUND	\$ (13,584,000)	\$ (2,420,599)	\$ (16,004,599)	
Expenditures				
General Administration - Professional Services	115,000	6,000	121,000	Strategic Planning
Human Resources - Salaries	85,939	6,000	91,939	New Employee - A. Breinhold
Human Resources - Benefits	39,238	2,500	41,738	New Employee - A. Breinhold
City Recorder - Salaries	231,379	15,000	246,379	New Employee - C. Cressall
City Recorder - Election supplies	52,000	5,000	57,000	Election was more expensive than anticipated
Non-Departmental - Postage	15,000	2,000	17,000	Actuals
Non-Departmental - Miscellaneous services	2,000	2,500	4,500	Canyons School District Fundraiser
Employee Services - Employee Association	17,300	5,000	22,300.00	Actuals
Employee Services - Employee Recognition Program	2,000	2,000	4,000	Actuals
Harvest Days - Supplies and advertising	12,000	2,000	14,000	2024 Harvest Days Expenses in FY24
Harvest Days - Entertainment	16,000	3,600	19,600	2024 Harvest Days Expenses in FY24
Harvest Days - Other activities	5,500	7,500	13,000	2024 Harvest Days Expenses in FY24
Public Safety - Miscellaneous supplies	300	20,000	20,300	Narcans
Streets - Signal maintenance	50,500	20,000	70,500	SL County Contract
Planning & Zoning - Overtime	400	3,000	3,400	Actuals
Transfer to RDA Fund	-	318,499	318,499	700 W Sidewalk Construction
Transfer to Capital Projects	-	2,000,000	2,000,000	Situational Transfer to Capital Projects
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - GENERAL FUND	\$ 644,556	\$ 2,420,599	\$ 3,065,155	

MOTION: Council Member Heidi Robinson **MOVED** to Adopt Resolution No. 2024-R-33 adopting amendments to the FY2024 budget for the General Fund. The motion was **SECONDED** by Council Member Bryant Brown. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Absent
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously

D. CONSIDER RESOLUTION NO. 2024-R-34 AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CONSOR NORTH AMERICA, INC., FOR FINAL DESIGN OF PHASE I OF THE JORDAN AND SALT LAKE CITY CANAL TRAIL

Adam Olsen said that in 2021, the City received a Technical Planning Assistance Grant from the Utah Department of Transportation (UDOT) to conduct a canal trail feasibility study. The study was completed in 2023. The study identified two canals in Midvale, the Jordan and Salt Lake City Canal and the East Jordan Canal. The Jordan and Salt Lake City Canal enters Midvale at approximately 50 West and 8600 South and runs northeast until it exits the City into Murray by viaduct over I-215 near 900 East. This canal primarily flows through residential neighborhoods, but also bisects an industrial area near 8000 South and flows around multiple schools. The canal is owned by Salt Lake City. The East Jordan Canal enters Midvale at approximately 7600 South and 700 East, wraps around Hillcrest High School, and exits into Cottonwood Heights to the east at approximately 7100 South Union Park Ave. Development along this canal is generally more

intense, with higher density residential and commercial development. The canal is owned by the East Jordan Irrigation Company.

Through awarding of grants, the City has funding for final design and construction of a segment of trail along the Jordan and Salt Lake City Canal from 7800 South to 7500 South, adjacent to Midvalley Elementary School. In April 2024, the City issued a request for proposal (RFP) for qualified bidders to provide final design for the segment of trail (Phase I) along the Jordan and Salt Lake City Canal, between 7800 South and 7500 South. After review of bids, Consor North America, Inc. was chosen to proceed with the agreement for the final design of Phase I.

The agreement is coming to Council because the cost over the life of the agreement will exceed \$100,000.00. I am asking for a suspension of the rules to approve the agreement as the funds are in place through various grants. Progress reports to the agencies providing said grants will show the project proceeding. He reviewed the following:

Canal Trail Phase I

- Canal Trail Feasibility Study completed 2023.
- Recommended Phase I from 7500 S to 7800 S (Jordan & Salt Lake City Canal) adjacent to Midvalley Elementary.
- Grant Funding to design and construct Phase I.
- Agreement allows final design and ultimately move toward construction of Phase I.

Mayor Stevenson asked if this was for design and not construction.

Adam Olsen said yes, it is for the final design.

Council Member Bryant Brown said he would like to see it continue along the entire length of the canal.

MOTION: Council Member Bryant Brown **MOVED** to suspend the rules and approve Resolution No. 2024-R-34 authorizing the Mayor to sign an agreement with Consor North America, Inc., for final design of Phase I of the Jordan and Salt Lake City Canal Trail. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Absent
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye

Council Member Dustin Gettel
The motion passed unanimously

Aye

E. CONSIDER RESOLUTION NO. 2024-R-35 AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN MIDVALE AND SALT LAKE COUNTY ANIMAL SERVICES

Erinn Summers said Midvale City (City) has used Salt Lake County Animal Services (Animal Services) to manage animal services within City boundaries since 1986 (Resolution 3-18-86A). These services include licensing, enforcement of Salt Lake County and City code (as it pertains to animal services), shelter services, spay and neuter programs, education programs, emergency and after-hours services etc. The current agreement with Animal Services and Midvale City ends on June 30, 2024. City staff and Animal Services staff have been working on a new agreement, which will go into effect July 1, 2024. This agreement stipulates that Animal Services will continue to handle all animal service needs in the City until June 30, 2029, for \$406,618 annually. The City can renew this agreement for up to three 5-year renewal periods.

Animal Services in Midvale

- Midvale has been contracting with Salt Lake County Animal Services (Animal Services) since 1986.
- Animal Services manages all animal service needs within Midvale.
- The current agreement will end at the end of this fiscal year (June 30, 2024).
 - Midvale City Staff and Animal Services have finalized the new agreement for continued animal control services in Midvale for City Council approval.

New Agreement with Animal Services

- New Agreement Terms:
 - Initial Term: July 1, 2024 – June 30, 2029
 - Option to renew for three 5-year periods.
 - Annual Cost: \$406,618.00
 - Substantive changes to final draft of contract:
 - The indemnity clause is reciprocal,
 - Includes a timeline for notification to Midvale of the price change for Animal Services for subsequent renewal year.

New Agreement Terms

- New Agreement Maintains Existing Levels of Service:
 - Regulation: animal control enforcement (state, county, and city laws), and emergency animal control services (including after-hour services).
 - Licensing: issuing and collecting license fees, and enforcing license requirements.
 - Shelter Services: operating and managing an animal shelter, catching and sheltering stray (domestic) animals.
 - Programming: community outreach and education programs, spay/neuter programs, foster and adoption, etc.
 - Maintaining staffing, facilities, equipment, and administrative services to fully execute listed services.

Council Member Dustin Gettel said he is commenting as a chair on the Animal Services Advisory Board, he said the reason the increase is taking place is because of huge drop in dollars collected on licensing. He would like to remind residents that there is an annual licensing requirement and can be done online.

MOTION: Council Member Dustin Gettel MOVED to approve Resolution No. 2024-R-35 Authorizing the Mayor to Execute the Interlocal Agreement for Animal Control Services Between Midvale and Salt Lake County Animal Services. The motion was SECONDED by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Absent
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously

F. CONSIDER RESOLUTION NO. 2024-R-36 AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION FOR MIDVALE TO BECOME A PROSPECTIVE PARTY OF THE COMMUNITY RENEWABLE ENERGY AGENCY

Community Renewable Energy Program

The Community Renewable Energy Program (Agency) was established in 2019 through legislation (HB 411; § 54-17-901) enabling communities to form an interlocal entity to collaborate directly with Rocky Mountain Power (RMP) to provide participating communities net-100% renewable energy by 2030.

- Each member is responsible for paying a portion of the Agency's operational costs.
- Participating community members can expect to see \$2 to \$7 increase in their monthly power bill.
 - Low-income participants receive a monthly credit to offset the increase.
- Initially, communities had to adopt a resolution by December 31, 2019 to participate in the program.

Community Renewable Energy Program

- During the 2024 legislative session, the Utah State Legislature passed SB214, which removed the deadline to join the Agency from § 54-17-901.
- On April 16, 2024, Midvale City Council passed a proclamation in support of the Renewable Energy Program.
- On June 3, 2024, the Agency Board passed Resolution 24-05, formalizing a pathway for communities to join the Agency requiring prospective members to submit a non-binding application by July 15, 2024.

Community Renewable Energy Agency Prospective Party Application

- The non-binding application does the following:
 - Authorizes the Agency to request, from RMP, on behalf of the City:
 - the number of customers served at each rate schedule,
 - monthly kWh load for each customer class,
 - and a ten-year forecast for each customer class.
 - Indicates an interest in participating in the Agency.

After the Application?

If Midvale City is interested in joining the Agency, Midvale City must execute the following by August 31, 2024:

- Sign onto the interlocal agreement and the utility agreement,
- Pay the initial fee of \$10,942.10 (one of two, the second payment is due August of 2025),
- Appoint a representative to the Board (via resolution or a signed letter from the Mayor),
- Approve a plan for low-income assistance,
- Submit a geographical map of Midvale to the Agency.

Council Member Bryant Brown said he thinks this is a good idea but wonders what will happen if the agency closes; will the City be on the hook? He wants to know what the City's liability is. He feels like this is being rushed and would like to know how the City could break away if this doesn't work out as planned.

Mayor Stevenson explained that the quick timeline was due to a deadline for an RFP. He believes this is just asking for Midvale's interest in this program.

Council Member Dustin Gettel said he compared it to the glass recycling program; it can be easily opted out of if it doesn't work for someone.

Matt Dahl said the legal details will be worked out and presented before the Council in July, tonight we are just giving residents a choice to participate.

MOTION: Council Member Bryant Brown **MOVED** to suspend the rules and approve Resolution No. 2024-R-36 Authorizing the Mayor to submit an application for Midvale to become a Prospective Party of the Community Renewable Energy Agency. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Absent
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously

IX. DISCUSSION ITEM

A. DISCUSS PROPOSED AMENDMENTS TO THE MIDVALE CITY PERSONNEL POLICIES MANUAL

Rori Andreason said that the Midvale City Policies and Procedures has undergone a comprehensive reformatting and rewriting process. This update incorporates much of the existing content while also introducing new sections to better address our current needs and regulatory requirements.

The manual has been reorganized to improve clarity and ease of use, ensuring that all policies and procedures are accessible and comprehensible. While much of the original information remains, it has been rewritten for greater precision and relevance to our current operational environment. Several new policies have been added to reflect recent legislative changes and best practices in municipal governance.

She reviewed the major changes to the manual with Council. After incorporating any needed adjustments, the manual will be brought back for consideration and approval by the Council at a future meeting.

Council Member Bryan Brown asked if background checks for employees cross over to the Arts Council?

Rori Andreason said no, but that can be looked at if desired.

Council Member Dustin Gettel asked if the Anti Nepotism policy includes the family of elected officials?

Rori Andreason said no, but she will add that to the manual.

Council Member Bryant Brown would like Juneteenth celebrated on the actual date of June 19th.

Council Member Dustin Gettel agrees with changing the holiday observance to the actual date. He also would like the parental leave and caregiver leave to be extended to 240 hours from 160 hours.

Matt Dahl would like to look at this more before changes are made.

Council Member Dustin Gettel would like something in the policy to encourage those already approved for remote work to work from home on bad air days.

XI. ADJOURN

MOTION: Council Member Dustin Gettel MOVED to adjourn the meeting. The motion was SECONDED by Council Member Heidi Robinson. Mayor Stevenson

**called for discussion on the motion. There being none, he called for a vote.
The motion passed unanimously.**

The meeting adjourned at 9:10 p.m.

**Rori L. Andreason, MMC
H.R. DIRECTOR/CITY RECORDER**

Approved this 16th day of July, 2024

PENDING



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: July 16, 2024

SUBJECT: **Consider Resolution No. 2024-R-37 Adopting Amendments to the Midvale City Policies and Procedures Manual**

SUBMITTED BY: **Rori Andreason, HR Director/City Recorder**

SUMMARY:

Amendments to the Midvale City Policies and Procedures were discussed with the Council on June 18, 2024. Suggested additions or amendments to the proposed policies and procedures by the City Council have been incorporated in the attached document. As discussed, the Midvale Policies and Procedures Manual has undergone a comprehensive reformatting and rewriting process. This update incorporates much of the existing content while also introducing new sections to better address out current needs and regulatory requirements.

The manual has been reorganized to improve clarity and ease of use, ensuring that all policies and procedures are accessible and comprehensible. While much of the original information remains, it has been rewritten for greater precision and relevance to our current operational environment. Several new policies have been added to reflect recent legislative changes and best practices in municipal governance.

A Resolution has been prepared for Council consideration approving the Amended Midvale City Policies and Procedures Manual as presented.

Attachments: **Resolution No. 2024-R-37**
2024 Midvale City Personnel Policies and Procedures

MIDVALE CITY, UTAH

RESOLUTION NO. 2024-R-37

**A RESOLUTION ADOPTING AMENDMENTS TO THE MIDVALE CITY
POLICIES AND PROCEDURES MANUAL**

WHEREAS, the Midvale City Policies and Procedures Manual provides guidelines and regulations for the governance and operations of Midvale City; and

WHEREAS, it is necessary to periodically review and update the Policies and Procedures Manual to ensure that it remains current, relevant, and effective in addressing the needs of the City and its employees and to be consistent with legislative changes; and

WHEREAS, the proposed amendments have been thoroughly reviewed and discussed by the appropriate City departments and legal counsel; and

WHEREAS, the City Council has reviewed the proposed amendments to the Policies and Procedures Manual and finds them to be in the best interest of the City and its employees,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE CITY, UTAH:

Section 1. The City Council hereby adopts the proposed amendments to the Midvale City Policies and Procedures Manual as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

Section 2. This Resolution shall take effect immediately upon passage and adoption by the City Council.

PASSED AND ADOPTED by the City Council of Midvale City, Utah, this 16th day of July 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the City Council	“Aye”	“Nay”
Bonnie Billings	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____



MIDVALE CITY POLICIES AND PROCEDURES MANUAL

Adopted July , 2024 by Resolution No. 2024-R-



EMPLOYEE ACKNOWLEDGMENT MIDVALE POLICIES AND PROCEDURES MANUAL

I CERTIFY that I have received a copy of the Midvale City Policies and Procedures Manual.

I UNDERSTAND that this Manual supersedes any and all prior written personnel policies or manuals issued by the City.

I UNDERSTAND that receipt of this Manual constitutes a legal notification of the contents and that it is my responsibility to become familiar with and adhere to the policies and procedures that are stated herein.

I UNDERSTAND that the information in this Manual is subject to change at any time, solely at the discretion of the City, with notice to the employee. It is my responsibility to keep informed of these changes and file updated material as I receive it.

I UNDERSTAND that no verbal or written agreements, understandings, representations or statements made by my supervisor, or anyone, can change the policies outlined in this Manual, or bind the City to any course of action.

I UNDERSTAND that the policies and statements contained in this Manual and in other statements that may be issued from time to time do not create a contract or agreement, actual or implied of any kind or nature, between the City and its employees.

I UNDERSTAND that when my employment with the City ends, I have an obligation to satisfy all financial obligations related to my employment by the City. In the event, I do not satisfy those financial obligations, I expressly authorize a deduction from my final paycheck to satisfy any remaining personal financial obligations.

Employee's Signature

Employee's Name (Please Print)

Date

Witness



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SECTION 1 – INTRODUCTION

1-01 WELCOME TO MIDVALE CITY

An interesting and challenging experience awaits you as an employee of the City. If you are a new employee, we welcome you to our team.

This Manual is designed to acquaint employees with the City and to provide information about working conditions, employee benefits, and policies affecting employment. It is designed to provide a general understanding of our personnel policies, as well as to describe some of the City's rules, regulations, expectations, programs, and benefits available to eligible employees. Please familiarize yourself with its contents as soon as possible as each employee must certify that they have been issued a copy of this manual.

This Manual is provided for general guidance only. It is not comprehensive, does not address all employment issues or policy exceptions, and is not intended to provide specific details in all areas. The policies and procedures expressed in this book, as well as those in any other personnel materials which may be issued from time to time, do not create a binding contract. The City disclaims any construction of this Manual as, or implication of, an employment contract.

This Manual should not be construed to limit the City's right to terminate an employee's job or to create any other obligation or liability on the City. The City reserves the right to unilaterally change or make exceptions to the policies and procedures stated in the Manual at any time for any reason.

The City has the exclusive right to add, delete, supplement, change or modify anything in this Manual or any other work rule, policy, or procedure at any time, without notice.

When a question is raised regarding the meaning or application of any employment rule, policy, or procedure, whether or not contained in this Manual, City Management has the exclusive right to make the final determination as to its meaning or application. No interpretation or clarification of any employment rule, policy or procedure is effective or binding unless it is in writing and approved by the City Manager.

The City has the sole and exclusive right to determine whether particular conduct that may be described in this Manual, or any other employment rule, policy, or procedure is not in the best interest of the City or its operations, and therefore warrants disciplinary action or termination of employment. City Management exclusively will determine whether any particular conduct violates any rules. The City has the exclusive right to determine the type, sequence, and severity of discipline, if any, for violation of rules. The City's decision or judgment on the foregoing matters is final and binding.



No employee, agent or representative of the City has any authority to enter into any agreement with you for employment for any specified period or to make any promises or commitments contrary to the foregoing. Any actual employment agreement must be in writing and signed by the Mayor.

This version of the Midvale City Policies and Procedures Manual renders all previous versions null and void.

Please read this policy manual carefully and keep it for future reference. Reviewing it from time to time will help you refresh your memory about policies and procedures that affect you on a daily basis in your job. All references in this manual are in calendar days unless otherwise noted.

We hope that your experience here will be both rewarding and productive and again we welcome you here to employment with Midvale City.

1-02 MISSION STATEMENT

“Realizing that a community is dynamic and changing, the mission of Midvale City is to assess community needs, respond to emerging conditions and to provide a quality environment that is safe, preserves neighborhood and individual health, and promotes cooperative problem solving and communication.”

1-03 MIDVALE CITY GOVERNMENT

Midvale City operates under a traditional form of government and is a city of the third class as determined by Utah law. Hence, it is governed by a six-member Council comprised of five Council Members and a Mayor. The Mayor votes only to break a tie-vote of the Council. The Mayor serves as the Chief Executive Officer, and the City Manager serves as Chief Administrative Officer overseeing the day-to-day administrative functions of the City.

1-04 EMPLOYEE PHILOSOPHY

- a. The personnel policies of Midvale City are based on the belief that the success of the City and its services are primarily dependent on you, the employee.
- b. Midvale City will provide you with as much training as possible so that you might achieve the satisfaction and happiness that comes with the knowledge of work well done. In addition, the City will strive to provide you with a work environment designed to promote your success and will also recognize the attainment of your goals. Everyone at Midvale City has the opportunity to succeed.



1-05 EMPLOYEE RELATION GOALS

- 1-05 (1) Management and employees work towards the same goal. That goal is to bring effective and economical municipal services to the citizens of Midvale. This goal can be effectively achieved with management and employee cooperation. It is important for the management to realize and consider the talents, abilities, and experience of employees. It is likewise important for the employees to respect the experience and judgment of management in the operation of the City. Management shall, at all times, give due consideration to all employee suggestions concerning methods by which the effectiveness and economy of municipal services can be improved.
- 1-05 (2) We have the following goals regarding our employees:
- To maintain a competitive and equitable compensation program.
 - To offer each employee the opportunity for growth.
 - To provide an open forum for employee/employer communication.
- Our sincere belief is that the best and most rewarding employee-management system results from a direct relationship between management and employees.
- 1-05 (3) We encourage you to bring your problems to your supervisor or Department Director. If these individuals are unable to assist you, we encourage you to discuss your issues with the Human Resource Director, City Attorney, or the City Manager. We will listen to your concerns with respect and do our best to solve your problems. Management accepts responsibility to provide favorable working conditions and competitive pay and benefits.

SECTION 2 – EMPLOYMENT PRACTICES

2-01 CLASSIFICATIONS OF EMPLOYMENT

- 2-01 (1) **Full Time** - Employees regularly scheduled to work 40 hours or more per week with full participation in employee benefits based on full-time status.
- 2-01 (2) **At-Will** – At-will employees are employees that the City may end the employment relationship at any time, with or without cause, explanation, or advance notice. These employees, if working a minimum of 30-40 hours per week or an applicable full-time or qualified part-time work schedule, are eligible for City benefits. The City employs two categories of at-will employees: probationary employees and statutory at-will employees. Probationary employees, as defined below, are considered at-will during the term of their



probation. Employees identified in Utah Code Ann. § 10-3-1105(2), as amended, which generally includes employees appointed to their positions and Department Directors, as defined below, are at-will employees as long as they hold a position listed under Utah Code Ann. § 10-3-1105(2), as amended.

- 2-01 (3) **Part-Time** - Employees regularly scheduled to work less than 30 hours per week, and who are not categorized as seasonal or temporary. Employees working less than 30 hours per week shall not be eligible for any benefits and should be listed as a Grade 99 on the pay scale. All part-time employees are employed at-will.
- 2-01 (4) **Qualified Part-Time** - Employees regularly scheduled to work an average of 30 hours per week but less than 40 hours per week, and who are not categorized as seasonal or temporary. These employees are eligible for employee benefits at $\frac{3}{4}$ time except for health benefits, which will be paid the same as full-time employees.
- 2-01 (5) **Probationary** - Employees whose performance is being evaluated and determined whether further employment or retention in a specific position with the City is appropriate. Probationary employees are employed at-will. See Section 2-04 for additional information about probationary status.
- 2-01 (6) **Temporary/Seasonal** - Employees hired through outside employment agencies to work at Midvale City to supplement the work force or to assist in the completion of a specific project and whose employment is limited in duration. Temporary employment assignments will not exceed six months in a fiscal year. Temporary employees are not eligible for City benefits. Temporary employees may be terminated at will, without cause or prior notice. All temporary/seasonal employees are employed at-will.
- 2-01 (7) **Non-Exempt** - Employees who are entitled to receive overtime pay or compensatory time for hours worked over 40 hours in a workweek as defined by the Fair Labor Standards Act. The City follows the provisions set-forth in Section 553.25 of the Department of Labor "Conditions for use of compensatory time."
- 2-01 (8) **Exempt** - Employees are those who are exempt from the overtime pay provisions of the Fair Labor Standards Act and do not receive overtime pay. Exempt employees perform work that is executive, administrative, or professional in nature and requires regular exercise of discretion and independent judgment.
- 2-01 (9) **Department Directors** - Senior management employees in an exempt status performing work that is executive, administrative, and professional in nature



and requires regular exercise of discretion and independent judgment. These employees are not entitled to overtime pay or compensatory time off.

- 2-01 (10) **Volunteer** - Any person who donates service without pay or other compensation, except community service workers. Department Directors shall provide required volunteer information to Human Resources, prior to the rendering of any volunteer services, to ensure the classification as a volunteer is appropriate and to analyze worker's compensation and liability coverage.

2-02 POSITION TITLE CHANGES

Any change to a position title must be approved by the City Manager prior to the change.

2-03 ADVANCED EDUCATION AND/OR CERTIFICATION DOCUMENTATION

Any employee obtaining advanced degrees, training, licenses, or certifications must submit copies to the Human Resource Department immediately upon completion.

2-04 PROBATIONARY EMPLOYEE

- 2-04 (1) A probationary period is a stretch of time during which a new or existing employee receives extra supervision and coaching to learn a new job. Employees who are promoted, demoted, or reassigned must complete a probationary period. During the probationary period, the employee is an at-will employee. An employee who has completed the probationary period must complete a performance evaluation prior to being released from probationary status. The Department Director must notify Human Resources and provide a completed performance evaluation prior to the employees being released from probationary status.
- 2-04 (2) Part-time (employees scheduled to work less than 30 hours per week), temporary, seasonal, and intern employees are on permanent probationary status, without limit of time.
- 2-04 (3) All new full-time employees who are hired with intention of becoming regular employees are required to serve a minimum of six months on probationary status. Any continuous absence in excess of ten working days during the probationary period will automatically extend the probationary period by the length of the absence as determined by the Department Director. At the end of your probationary period, your supervisor will conduct an employee performance evaluation. An employee does not complete probation until the Department Director has completed the evaluation, personnel action form, and



provided a written notice removing employee from probationary status from the Department Director and Human Resources.

- 2-04 (4) If the employee's performance is unsatisfactory, the employee may be notified in writing of performance deficiencies and given an opportunity to correct his/her performance problems. The probationary period may be extended up to but not exceeding an additional six months at the discretion of the Department Director and with the City Manager's approval. If the employee's job performance continues to be unsatisfactory, the employee shall be notified in writing of failure to complete the probationary period and will be terminated.
- 2-04 (5) Employees, who are promoted or transferred within the City, must complete a secondary probationary period of the same length with each reassignment to a new position. Any continuous absence in excess of ten working days will automatically extend a probationary period by the length of the absence as determined by the Department Director.
- 2-04 (6) During the probationary period, including the secondary probationary period, that results from a promotion or transfer within the City, the employee may be terminated at-will, at any time, without cause, and for no reason at all. At-will employees have no right to grievance reviews or to appeal their termination.

2-05 RECRUITMENT / SELECTION POLICY

- 2-05 (1) **General Policies** - Midvale City desires to fill all positions with the most qualified applicant. Further, it is the intent of the City to consider qualified in-house applicants when appropriate.
- a. **Statutory Compliance** – Midvale City complies with Utah Code Title 53, Chapter 3 "Prohibiting Employment of Relatives" and any other applicable nepotism laws. The City prohibits any person holding any position to appoint, vote for the appointment of, directly supervise, be in the line of supervision of, or be directly supervised by their father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, nephew, niece, first cousin, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or grandchild or any member of their household. A member of their household means a person who resides in the same residence as the City employee. Volunteers providing services to the City are excluded from this provision.
- b. **Anti-Nepotism** - The City Manager's approval is required for any new hire of an employee related to or residing with a current City employee. The City reserves the right not to hire or re-hire any current or former



relative or household member of a current employee or elected official. "Relative," for the purposes of this restriction means, in addition to the relationships listed above, foster children, step-relationships of the preceding degrees on consanguinity, or any of their spouses. The City Manager's exceptions shall not conflict with Section 2-05(1)(a) or allow for an exception for family members related to employees in the City Attorney's Office, Human Resources, Information Technology, or Finance.

- c. **Employment of Minors** - It is the policy of Midvale City that no one under the age of 18 shall be hired for any position.

2-05 (2) **Job Postings** - In general, notices of all job openings are posted on the City's website and in City breakrooms.

- a. Jobs may be posted in-house and externally at the same time if desired by the Department Director.
- b. Generally, job openings are posted in-house for a minimum of five days and externally for seven days by the Human Resource Director.
- c. The City Manager reserves the right to limit the recruitment or to not post a particular opening.
- d. Positions may be filled with applicants from positions that had met the posting requirements within the prior six months at the discretion of the Department Director and approval of the City Manager.
- e. All internal and external candidates shall be required to submit an official City application and other supporting documents (e.g., transcripts, certifications, licenses,) as may be required.

2-05 (3) **Application Requirements** - In general, the following application process is followed for all job postings. City employees are encouraged to apply for any posted position:

- a. All applicants for employment with Midvale City shall complete a City application form and are required to comply with the specific application process for each position. The applicant must submit all applications to the Human Resource Director by the closing date of the posted position.
- b. The City accepts applications for open positions from all interested qualified parties and evaluates applicants based upon job criteria.



- c. Falsification of any information required in the application process is grounds for immediate disqualification.
- d. The Human Resource Department shall keep all applications in accordance with the State Records Retention Schedule.

2-05 (4) **Selection Procedures**

- a. **Skill-based Testing** - Job applicants may be required to take tests, which the City deems necessary for a specific position.
- b. **Veterans Preference** – In accordance with Title 71A, Chapter 2, Utah Code Annotated, the City shall grant a veteran's preference upon initial hiring to each preference eligible veteran, service member, or spouse according to the procedures and requirements of this chapter. The Human Resource Director shall add to the score of a preference eligible who receives a passing score on an examination, or any rating or ranking mechanism used in selecting an individual for any career service position with the City:
 - 5% of the total possible score, if the preference eligible is a veteran or service member;
 - 10% of the total possible score, if the preference eligible is a veteran or service member with a disability or a purple heart recipient; or
 - In the case of a preference eligible spouse, widow, or widower, the same percentage the qualifying veteran or service member is, or would have been, entitled to.

A preference eligible who applies for a position that does not require an examination, or where examination results are other than a numeric score, shall be given preference in interviewing and hiring of the position.

- c. Once the most qualified applicants have been identified, a validated process consistent with departmental needs will be used. The Department Director or designee with a representative from Human Resources will then interview the candidates and make a selection for the position. All interviews will be documented using selection criteria. All selection interview forms and applications will be returned and retained by the Human Resource Department.
- d. The City is committed to employing only United States citizens and aliens who are authorized to work in the United States but does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the



Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Failure to present proper or adequate documentation required within three working days from the date of hire will result in termination of employment. Former employees who are rehired must also complete an I-9 form.

- 2-05 (5) **Job Offer Requirements** - The Department Director will make the final candidate selection and consult with the Human Resource Director to determine the appropriate salary range for the position. The Department Director may offer a salary that is between the minimum and midpoint of the designated salary range dependent upon qualifications. The City Manager must approve any salary offers above the midpoint of the salary range. Once a candidate is selected and a conditional offer has been signed by the candidate and the respective Department Director or designee, the candidate will be required to submit to drug testing, a background check, and a driver's license check and any other testing required by the departments.
- a. Job offers to all external candidates will be contingent upon successfully passing the drug screen, driver's license check, and background check. Background checks that have been completed within the last 90 days will be accepted. It is the responsibility of the Department Director to personally notify internal candidates of the hiring decision.
 - b. If a current employee is hired for another position in the City, the employee's previous supervisor shall be given a minimum of two weeks' notice of the employee's acceptance of the new position. An employee may be retained in a current position for up to 30 calendar days in order to give time to recruit and train a replacement. Any deviation from this policy must be approved by the City Manager.
 - c. A Personnel Action Form must be submitted to the Human Resource Department with the successful application, drug screen, driver's license check, and background check, and any additional information immediately following the acceptance of the job offer by the candidate and prior to the candidate being entered into the payroll system.

2-06 **EMPLOYEE IDENTIFICATION CARDS**

An identification card shall be issued to each employee at the time of employment. The purpose of this card is to provide evidence of employment with Midvale City. The employee must have this card at all times during work hours. **Cards that are lost or stolen must be immediately reported to the IT Division.** After the first two cards have been replaced, the employee shall pay a \$25 fee for each additional identification card issued.



2-07 EMPLOYMENT MODIFICATIONS & ACCOMMODATIONS PROCEDURE

2-07 (1) Modified Duty Due to a Work-Related Injury/Illness

- a. The City will make reasonable efforts to provide employees with modified duty work assignments following a work-related injury for which the treating physician imposes temporary physical restrictions. As long as the assigned modified duty work does not violate the treating physician's imposed physical restrictions, the employee is expected to return to work. Refusal of a modified duty assignment may result in the termination of workers' compensation indemnity benefits.
- b. The City will determine appropriate work hours, shifts, duration, and locations of all work assignments. The City reserves the right to determine availability, appropriateness, and continuation of all transitional assignments and job offers.
- c. The modified duty assignment will be periodically reviewed by the City to determine the appropriate duration and activity.
- d. Upon receipt of release to return to work with no restrictions, the modified duty assignment will terminate.

2-07 (2) Americans with Disabilities Act (ADA) Accommodations

- a. In accordance with all applicable laws, it is the City's policy not to discriminate against qualified individuals with a disability with regard to any aspect of employment.
- b. The City recognizes that some individuals with disabilities may require reasonable accommodation. If an employee is disabled or becomes disabled (meaning he/she has a mental or physical impairment substantially limiting one or more of the major life activities or bodily functions) and requires a reasonable accommodation, the employee should contact the Human Resource Director to begin the interactive process.
 - i. The interactive process may include discussing the employee's disability, limitations, and possible reasonable accommodations that may enable the employee to perform the functions of their position, making the workplace readily accessible to and usable



- by the employee, or otherwise allow the employee to enjoy equal benefits and privileges of employment.
- ii. The employee may need to submit the employee request for accommodation along with the diagnosing professional's documentation.
 - iii. A temporary work adjustment (see Section 2-07(1) above) may be granted while the request for accommodation is reviewed. If it is not feasible, the employee may request a leave of absence, if available, during this review period.
- c. If an employee is unable to continue performing the essential functions of the position with or without accommodations due to a qualifying disability, the Human Resource Director will attempt to transfer the employee to a vacant position within the City.
- i. The employee must be qualified for the position and the position must be of an equivalent or lower pay grade to the employee's current position. The pay will be commensurate with the position.
 - ii. During this time, the employee will use accrued leave or will be on leave without pay if paid leave is exhausted.
 - iii. If a position is not found within the City, and no other reasonable accommodation is available, the employee may be separated for unavailability consistent with the City's employment separation policy.
- d. Applicants for City positions are entitled to reasonable accommodation during the testing process. Applicants should be directed to contact the Human Resource Director regarding a request for such accommodations.

2-07 (3) Government Employee Conscience Protection Accommodations

- a. **Sincerely Held Religious Beliefs or Conscience** - An employee may request to be relieved from performing a certain task if:
- i. Performing the task would conflict with the employee's sincerely held religious belief or conscience;
 - ii. The employee has complied with the requirements of Utah Code Ann. § 67-27-105(3 and this Section; and



- iii. Relieving the employee from the task would not impose an undue hardship on the City.

The City must grant the employee's request unless the employee's request imposes an undue hardship on the City or is exempted under Utah Code Ann. § 67-27-105(2)(b).

- b. **Undue Hardship** - The City is not required to grant an employee's request if, after considering all the relevant factors, the employee's request would impose a substantial burden, privation, or adversity on the City. These factors include, but are not limited to, the following:

- i. The practical impact on the City in light of the nature, size, and operating cost of the City;
- ii. The disruption of the City's operations;
- iii. The nature of the employee's duties;
- iv. The number of employees the City would be required to grant a request to if the City grants the employee's request;
- v. The type of workplace; and
- vi. The number of requests by the employee within the preceding 12 months from the day on which the employee submitted the request.

- c. **Exemptions** - As provided by Utah Code Ann. § 67-27-105(2)(b), the City does not have to grant an employee's request to be relieved from performing a task under Utah Code Ann. § 67-27-105(2)(a) if:

- i. The request is to be relieved from performing a task that is part of training or safety instructions directly related to the employee's employment;
- ii. Granting the request would result in a deficit in the amount of work for which the employee is compensated;
- iii. Granting the request would create a conflict with an existing legal obligation and the City cannot avoid the conflict if the City grants the employee's request;



- iv. The employee is a first responder and the request by the employee is to be relieved from performing a task that involves protecting the safety of the public; or
- v. The employee's asserted religious beliefs or conscience is being asserted for an improper purpose.

d. **Accommodation Request Process** - A requesting employee and the City must follow the following process for a request for an accommodation under Utah Code Ann. § 67-27-105(2):

- i. An employee seeking to be relieved from performing a certain task due to the employee's sincerely held religious beliefs or conscience must a written request to the employee's supervisor as soon as practicable, but not more than two days after the employee was assigned the task. The written request must include:

1. The employee's name;
2. A description of the task or portion of the task that the employee is seeking to be relieved from performing; and
3. An explanation as to why the task would conflict with the employee's sincerely held religious beliefs or conscience.

- ii. If a task is assigned to be performed within two days from the date of assignment, the employee may ask their supervisor to immediately be relieved from performing the assigned task. The request may be verbally or in writing. If a verbal request is made to the supervisor, the employee must submit a written request that meets the requirements of Section 2-07 (4)(d)(i).

- iii. The supervisor must immediately notify and submit the employee's written request for an accommodation to their Department Director and the Human Resources Director.

- iv. The Department Director and Human Resources Director will review the employee's request for an accommodation in consultation with the employee's supervisor. The Department Director and Human Resources Director will consider whether the employee's request may be denied under Utah Code Ann. § 67-27-105(2)(b) and will consider all relevant factors for determining whether the employee's request imposes an undue hardship on the City.



- v. If the employee's request may not be denied under Utah Code Ann. § 67-27-105(2)(b) and does not impose an undue hardship on the City, the employee's request must be approved. The Department Director will provide a written approval of the requested accommodation to the employee.
- vi. If the Department Director denies the employee's request, the Department Director will notify the employee in writing of the denial. The denial must include the following in its response:
 - 1. An explanation of the City's decision to deny the employee's request including why granting the request would impose an undue hardship on the City or why the City is not required to grant the employee's request under Utah Code Ann. § 67-27-105(2)(b);
 - 2. An explanation that the employee may appeal the decision to deny the employee's request to the City Manager; and
 - 3. An explanation that the employee may seek redress in a court as described in Utah Code Ann. § 67-27-105(6) if the City Manager denies the employee's appeal.
- vii. If an employee's request for an accommodation is denied by the Department Director, the employee may appeal the denial to the City Manager. The employee must provide the City Manager a written request to appeal the Department Director's decision within 48 hours of receiving the Department Director's denial. The written appeal must include the information in Section 2-07 (4)(d)(i) and a copy of the Department Director's denial. Failure to appeal the Department Director's appeal within 48 hours constitutes an employee's waiver of the right to appeal the Department Director's decision.
- viii. The City Manager must consider the employee's appeal independent of the Department Director's decision. The City Manager will consider whether the employee's request may be denied under Utah Code Ann. § 67-27-105(2)(b) and will consider all relevant factors for determining whether the employee's request imposes an undue hardship on the City.
- ix. If the employee's request may not be denied under Utah Code Ann. § 67-27-105(2)(b) and does not impose an undue hardship



on the City, the employee's request must be approved. The City Manager will provide a written approval of the requested accommodation to the employee.

x. If the City Manager denies the employee's request, the City Manager will notify the employee in writing of the denial. The denial must include the following in its response:

1. An explanation of the City's decision to deny the employee's request including why granting the request would impose an undue hardship on the City or why the City is not required to grant the employee's request under Utah Code Ann. § 67-27-105(2)(b); and

2. An explanation that the employee may seek redress in a court as described in Utah Code Ann. § 67-27-105(6).

xi. The City Manager's decision is the City's final decision regarding the employee's request for accommodation under Utah Code Ann. § 67-27-105.

xii. The City must respond to the employee's request as soon as practicable but at least five days before the day on which the task is required to be performed. For a task that is assigned to be performed within five days of the date of assignment, the employee will provide the City with a reasonable opportunity to review the employee's request or otherwise address the employee's concerns. The City and employee may agree in writing to waive or extend this time limit.

xiii. An employee whose request for accommodation under Utah Code Ann. § 67-27-105 has been denied by the City Manager may bring an action against the City within 180 calendar days from when the employee received the City Manager's decision.

e. **Additional Information** - After receiving an employee's request for an accommodation under Utah Code Ann. § 67-27-105(2), the employee's supervisor, Department Director, Human Resources Director, City Attorney, and City Manager may request additional information from the employee in their respective consideration of the listed exemptions in Utah Code Ann. § 67-27-105(2)(b) and the relevant factors for determining whether the employee's request imposes an undue hardship on the City



- f. **Confidentiality** - An employee's request for an accommodation under Utah Code Ann. § 67-27-105(2) and any records created under Utah Code Ann. § 67-27-105(3) to (4) are classified as private records under the Utah Government Records Access and Management Act
- g. **Retaliation** - Midvale City may not, in retaliation for an employee submitting a meritorious request in accordance with Utah Code Ann. § 67-27-105(3), terminate an employee, reduce an employee's compensation, fail to increase an employee's compensation by an amount that the employee is otherwise entitled to or was promised, or fail to promote the employee if the employee if the employee would otherwise be promoted. The City may not threaten an employee with any of the preceding actions for an employee submitting a meritorious request in accordance with Utah Code Ann. § 67-27-105(3), as amended.
- h. **Conflict** - In the event of a conflict between this policy and Utah Code Ann. § 67-27-105, as amended, the provisions of Utah Code Ann. § 67-27-105 will control unless the City is specifically authorized to adopt a policy that details, differs, or expands upon the provisions found in state law. In instances where the City is specifically authorized to adopt a policy, this Section will control.

2-07 (4) Religious Liberty Protections and Expression Accommodations
Utah Code 34A-5-112 outlines the protections and rights related to religious liberty and expression in the workplace. For more information, please contact Human Resource

SECTION 3 – COMPENSATION

3-01 COMPENSATION

- 3-01 (1) **Payroll/Work Hours** - Employees shall be paid bi-weekly, every other Thursday. All employee paychecks will be directly deposited in each employee's specified bank account(s). When a payday falls on a holiday, the payroll will be distributed the working day prior to the holiday. All time sheets must be submitted by the employee and be checked and approved by the Department Director before they are submitted to the Human Resource Department.
 - a. **Work Schedules** - The workweek begins at 12:01 p.m. on Friday and ends on Friday at 12:00 noon for employees working the 9/80 schedule. Employees working the 9/80 schedule will have every other Friday off



as determined by their Department Director. Employees working 5 days a week 8 hours a day, the workweek begins at 12:01 a.m. Saturday and ends at 12 midnight on Friday. Employees working 4/10's will work four 10-hour days Monday through Thursday with the exception of on-call employees as determined by the Department Director. Any exceptions must be approved by the City Manager.

- b. **Lunch Periods** - Employees may be eligible for an unpaid lunch break at a length of time approved by your Department Director. Supervisors should establish a lunch schedule for all employees, generally between the hours of 11:00 a.m. and 2:00 p.m. Employees are not allowed to skip their lunch period in order to arrive at work late or leave work early without prior approval from the Department Director.
- c. **Recording Work Hours** - To ensure that accurate records are kept of the hours you actually work and of the leave time you have taken, all nonexempt employees are required to record time worked and absences on your department's timekeeping records. Please ensure that your actual hours worked and leave time taken are recorded accurately. Failure to accurately record your hours may result in loss of pay for that period and possible discipline. Exempt employees should record work hours only by exception (i.e. sick, vacation). The City does not provide pay advances on wages to employees.
- d. **Current Address** - Employees are responsible for making sure the Human Resources Department has their most current home address.
- e. **Payroll Deductions** - Employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in City-approved programs. Employees should promptly review any discrepancies in payroll deductions with the Human Resources Department.
- f. **Garnishments** - Upon receipt of a valid garnishment, the City shall withhold the required portion of wages from an employee's paycheck. The City shall continue to withhold the garnishment wages until a court order is received indicating satisfaction of the indebtedness or until the City is ordered to surrender the monies to the court or its agent.

- 3-01 (2) **Overtime Provisions** - Each position is classified as either FLSA Non-exempt or FLSA Exempt. Those employees classified as FLSA Non-Exempt are covered by the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA). Those who are FLSA Exempt are protected from improper or illegal salary deductions.



- a. **Non-Exempt** - Employees classified as non-exempt (hourly) employees will be paid one and one-half times their regular hourly rate of pay for all hours worked in excess of 40 hours within a 7-day workweek, excluding leave and holiday time. Compensatory hours in lieu of overtime pay may be accrued to a maximum of 100 hours. Compensatory time accrued in excess of 100 hours will be paid as overtime.
- b. **Workweek** - Each workweek stands alone in computing hours worked. Averaging hours worked over two or more periods will not be allowed. Supervisors shall attempt to provide employees with reasonable notice when the need for overtime work arises. Please remember, however, that advance notice may not always be possible.
- c. **Pre-Approval for Overtime** - Employees who feel it is necessary to work overtime to complete their responsibilities must get prior approval from their Department Director. Failure to work scheduled overtime or overtime worked without prior authorization from the Department Director may result in disciplinary action up to and including possible termination of employment. Employees are responsible for ensuring that all hours worked are recorded in the correct work period.
- d. **Compensatory/Overtime Designation** - Employees are responsible to accurately report and designate overtime or compensatory time on their timecards for hours worked over 40 hours in a 7-day workweek, minus leave taken and holiday leave. Human Resources will pay the employee according to the time designated and approved on their timecard. Adjustments may only be made with Department Director approval.
- e. **Exempt** – Employees classified as exempt will be paid on a salary basis. Overtime and compensatory time are not allowed.

3-01 (3) **Internships and Cooperative Education Positions** - Internships and cooperative education positions within the City are positions that allow high school or college students or recent graduates to receive on-the-job training. Individuals holding internships or cooperative education positions within the City may be treated as part-time, temporary, or seasonal employees at the discretion of the Department Director as approved by the City Council.

3-01 (4) **Volunteers** - An individual who performs hours of service for Midvale City for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation is considered to be a volunteer. In order to be compliant with Department of Labor regulations, employee volunteers will not perform volunteer work similar to the paid job they perform



for the City. Non-employee volunteers may not perform volunteer duties that a City employee is paid to perform. All volunteer agreements will be documented in writing and reviewed by the City Attorney.

- 3-01 (5) **Disaster Emergencies** - In situations where the Mayor or designee has formally declared a "Local State of Emergency," non-exempt employees who are required to work outside of, or in addition to, their normal work schedule during the designated disaster may be paid at time and one-half for any emergency hours worked. Hours worked under those conditions must be paid hours and cannot be used as comp time. At such times, all employees will be considered disaster service workers and may be required to perform other duties outside their normal job responsibilities.
- 3-01 (6) **Call-Back Compensation** - Any FLSA non-exempt employees called back to work during their scheduled workweek shall be entitled to call back compensation for actual time worked. The minimum call-back compensation shall be two-hours call back compensation will be calculated on a workweek basis and only time worked in excess of an employees' specified workweek will be compensated at the overtime rate.
- 3-01 (7) **On-Call Compensation** - As required, an on-call schedule of non-exempt employees may be prepared in advance and maintained by the Department Director or their designee.
- a. Any position requiring on-call status shall be on a one-week rotation basis.
 - b. On-call employees must be able to respond to a City work site within 45 minutes and in compliance with the City's Drug/Alcohol Policy.
 - c. On-call employees shall be compensated at a rate determined by the Department Director and Human Resources and approved by the City Manager when they are on-call in addition to the pay for time worked. The rate shall be equal throughout the City.
 - d. An on-call employee will be responsible for performing on-call responsibilities from Tuesday to the following Tuesday. When starting an on-call week, the employees on call will work Tuesday through Friday (providing two-field staff on Fridays).
 - e. **Time Off Plans** - As allowed under applicable law, Midvale City's policy allows the supervisor of a non-exempt employee to schedule the employee to work a varying number of hours during a pay period in accordance with FLSA cycles. This generally means the employee works more hours during one portion of a pay period, and less hours



during another portion of the same pay period. Time off plans are designed to control or limit the accumulation, accrual, or payment of earned overtime pay by employees. Employees benefit from reduced work periods while still earning their full-time compensation.

- f. **Travel Time** - Reasonable travel time for call-back duty, emergency response, travel between work sites, or traveling out of town on business or work trainings during the normal work schedule or working hours is compensable time and shall be payable to the employee subject to applicable law.

3-01 (8) **Reclassification** - The City assigns each position a classification code and salary range, as established by the City's compensation model. The compensation model reflects internal and external equities, based upon assigned duties and responsibilities and market comparisons. Reclassifications are appropriate when there has been a significant change or increase in job duties and responsibilities and require a change in classification and grade of an existing job. Human Resources base this change on an evaluation of the duties, responsibilities, scope, impact, and minimum qualification of the position. Any reclassification of a position must be approved by the City Manager. If the reclassification exceeds the approved budget, City Council approval is required.

3-01 (9) **Reorganization** - Reorganization is the restructuring of a department or unit within the department that results in an increase or decrease in the level of employee responsibilities and may result in the elimination of one or more employee positions. Reorganization should result in an organization that leads to increased efficiency and/or leverages the effectiveness of our human and financial assets. Any reorganization must be approved by the City Manager and comply with Title 2.

3-01 (10) **Demotion**

- a. A demotion is defined as either a voluntary or involuntary pay grade change that places the employee in a lower pay grade than his/her current pay grade status. An employee who is demoted may have his/her salary reduced by the percent of promotional increase received when he/she was promoted to the position. If the employee being demoted has not been previously promoted with the City, his/her salary will be frozen if it is above the salary range maximum of the new pay range. The employee's salary will remain frozen until the salary range maximum of the new grade is increased. The City Manager shall approve all demotion salary changes.



- b. An employee that has been demoted will be placed on a six-month probationary period. At the end of that probationary period, a performance evaluation will be conducted to determine the employee's ability to perform the job. Pursuant to probationary requirements.

3-01 (11) **Involuntary Transfer** - An involuntary transfer is defined as a move from one department or division to another, when the employee retains the same or lower job grade. If a transfer is made in conjunction with a demotion/disciplinary action, refer to "Demotion" above. In the case of demotion or transfer to position of lower grade, the salary shall be frozen if it is currently above the grade being demoted to until the grade catches up to the current salary. Department Directors may transfer employees within their department with City Manager approval. If a transferred employee is not successful in the position, he/she may be placed back in the previous position held immediately prior to the transfer or another position, subject to availability and the employee's qualifications. If a full-time merit employee cannot be returned to his/her former or similar position, he/she will be placed on the reinstatement list and shall be subject to all reinstatement rights and privileges.

3-01 (12) **Acting Positions**

- a. An employee is eligible for extra duty pay whenever he/she is requested in writing by the Department Director to temporarily perform the duties of a position that is vacant or in which the regular worker is on a leave of absence other than vacation or compensatory time off beyond 30 calendar days and the position is of a higher classification than that in which the extra-duty employee is currently working. The employee shall receive a salary rate of the higher classification for the time spent performing the extra duties. In such cases, the employee will be paid at an appropriate salary schedule of the higher classification to ensure an increase of not less than 5% of the employee's current salary. In no case shall the salary exceed the top salary of the higher classification. The salary increase will be commensurate with the employee's education, experience, and scope of the new job duties. The Department Director shall submit a Personnel Action Form reflecting the salary increase. The Department Director shall also complete a new Personnel Action Form to ensure the salary increase terminates as soon as the additional job duties cease.
- b. A person appointed in an acting capacity shall be eligible to receive merit increases in his/her regular position during the acting appointment but shall not be entitled to merit increases in the position which is held in an acting capacity. Should the merit increase occur while the employee is in the acting position, the merit increase will be delayed until the employee is returned to his/her regular pay, at which time a



retroactive merit increase will be granted. If the employee successfully completes the temporary work assignment, the time in the temporary capacity will count towards any required probationary period. Extra duty pay will cease when the individual is no longer performing the extra duties.

3-01 (13) **Reinstatement of Prior Service** - An employee who is rehired to a position within the City may have his/her previous service reinstated subject to the following:

- a. A position must be available.
- b. At the time of termination, the employee must have been in good standing with Midvale City including but not limited to must have given the City a minimum of two weeks written notice of termination, returned all City equipment, keys, uniforms, etc., and must not have been subject to disciplinary action at the time of resignation.
- c. The time between termination and the rehire date is not counted toward service time.
- d. In addition to reinstatement of their prior service for retirement vesting and vacation accrual, rehired employees may have their prior sick-leave balances reinstated, following the successful completion of the six-month probationary period, unless it has been converted to the retirement health savings plan. If the employee meets the requirements for reinstatement, the rate of pay will be determined by the Department Director with approval of the City Manager.
- e. Employees who are reinstated by the City in a department, a field of work, or a position that is different from their former employment with the City will not be entitled to any consideration of reinstatement of sick leave balances.

3-01 (14) **Compensation Analysis** - Midvale City is committed to maintaining wage ranges which are competitive with other Wasatch Front communities of comparable size. Annually, the Human Resource Department conducts a wage and benefits survey of the relevant communities. Because not all City positions have matches in the established market, a classification analysis may also be done on each City position in conjunction with the market survey. This classification analysis considers such factors as education and experience requirements, supervisory and financial responsibilities, level of risk in position and the analytical requirements of the position.



- 3-01 (15) **Market Adjustments** - The City Manager may recommend appropriate changes based on the market analysis and classification analysis. Market adjustment recommendations may be made for specific job classifications or for the City as a whole. Market adjustments are considered each fiscal year and implemented July 1, if approved.
- 3-01 (16) **Pay Adjustments** - In order to remain competitive in the market, City management may consider adjusting the pay of eligible full-time employees who have worked with the City in the same position for four consecutive years to the mid-point of the pay range. To be eligible, employees must receive a score or indication of meeting or exceeding job performance expectations in their overall performance evaluations, must not be on an employee improvement plan, and have no pending disciplinary actions. Adjustments will be considered each fiscal year and implemented July 1 or December 1 based on date of hire, availability of funds, and budget approval.
- 3-01 (17) **Total Compensation** - Your total compensation at Midvale City consists not only of the salary you are paid but also includes the various benefits you are offered, such as group health and life insurance and your retirement plan, as described later in this manual. In accordance with IRS regulations, some fringe benefits such as meals, personal use of City vehicles, non-exempt work clothing, etc. may be considered taxable income and may be included on pay stubs and W-2's. Questions regarding your salary should be directed to your supervisor, Department Director, or the Human Resource Department.
- 3-01 (18) **Cost of Living Adjustments (COLA)** - Cost of living adjustments may be considered annually and is dependent on Council approval. Should an adjustment be granted, it would affect the pay scale as a whole, adjusting each grade by the percentage amount granted. COLA adjustments will be effective on July 1, as approved by the City Council.
- 3-01 (19) **Merit Increases** - Employees may receive merit increases based on performance evaluations and according to availability of funds as allocated by the City Council through the budget process. Merit increases will begin on December 1 each year, as approved by the City Council.

3-02 PERFORMANCE EVALUATIONS

To ensure employees perform their jobs to the best of their abilities, Midvale City strives to recognize good performance and to give you appropriate suggestions for improvement when necessary.

- 3-02 (1) Designated supervisors shall conduct performance evaluations of full-time, qualified part-time, and part-time employees as designated by the City Manager to assist employees in performing their job duties.



- 3-02 (2) Designated supervisors will conduct an interim performance evaluation for any of the above employees transferred, reassigned, or promoted to a subordinate to a different designated manager, within ten business days of the effective date of the transfer.
- 3-02 (3) Employees may receive merit increases based on performance evaluations and according to availability of funds allocated by the City Council through the budget process.
- 3-02 (4) Department Directors and supervisors shall conduct employee performance evaluations during the month of October - November each year to assist employees in performing their responsibilities.
- 3-02 (5) Employees at the top of the salary range will be eligible to receive a one-time incentive bonus equal to the amount of the proposed merit increase based on the employee's performance.
- 3-02 (6) Approved copies of performance evaluations are placed in the employee's personnel file kept in Human Resources. Each employee will receive a copy of his or her performance evaluation.

3-03 ABANDONMENT OF POSITION

Unauthorized absences may constitute cause for separation. An employee who fails to call his/her supervisor and/or Department Director for three consecutive working days or shifts to report his/her absence and to request that the absence be recorded as authorized may be deemed to have voluntarily abandoned his/her position and may have his/her employment with the City terminated. The Department Directors, with the consent of the City Manager, shall inform the employee of termination action in writing. Unless the employee is an at-will employee or is on probationary status, the employee has the right to appeal within ten calendar days of receipt or delivery of the termination notice.

3-04 REDUCTION IN FORCE

Due to budgetary restrictions, reduction in workload, or reorganization, the City Manager may determine that an employee reduction in force (RIF) is necessary. When it becomes necessary to reduce the workforce, regular full-time and part-time employee(s) within the positions to be eliminated shall be notified in writing of the lay-off.

PROCESS: When circumstances dictate that a reduction in the City workforce is needed, the City Manager, after conferring with the affected Department Directors, shall lay off the necessary number of employees according to the procedure outlined below:



- a. The City Manager shall determine which positions must be eliminated and have the least impact upon the City and the delivery of services to its residents.
- b. The City Manager shall then determine which employees occupying positions within the same class of positions to be eliminated shall be laid off. Employees holding emergency, temporary, and probationary positions shall be laid off first. The City Manager shall consider eliminating those employees whose most recent performance evaluation has overall “unsatisfactory” performance ratings if such ratings are current and available. Following termination of employees with “unsatisfactory” performance evaluations, the City Manager shall determine which additional employees occupying the affected positions, if any, shall be laid off. In case of the elimination of a position occupied by several employees having essentially equal skill, training, education, and performance evaluation ratings, preference will be given to the employee(s) having the most seniority (length of full-time service in the current term of employment with the City) compared to other employees occupying the position to be eliminated. The City Manager will next review performance evaluations and retain employees with a higher overall performance rating. If equal, seniority will be used to determine the employee(s) who will remain employed. When the position to be eliminated has been selected, the City Manager shall notify the affected employees in writing. The immediate supervisor and Department Director will notify the employee(s) verbally of the position elimination.
- c. Employees will not be allowed to “bump” (a re-assignment of jobs based on seniority) other employees out of their current positions.
- d. Employees laid off under the provisions of this section, who leave the City in good standing, with an overall satisfactory performance review rating and who are not subject to disciplinary actions at the time of termination, shall be reinstated if their same position or a position identical in scope of responsibility, education, experience, and training, pay grade, and job duties becomes available within one year of the employee’s termination. It is the terminated employee’s responsibility to notify the Human Resource Director when he/she is interested in being considered for an open position other than a position identical to the job he/she previously held. The terminated employee will be required to go through the established interview process for positions other than a reinstatement to a position he/she previously held.



- e. Employees assuming work positions at a lesser salary grade shall be paid according to the grade of the position assumed, regardless of the previous compensation paid to the employee. The Department Director will determine if the employee's current salary is appropriate.

3-05 REMOTE WORK

3-05 (1) **General Policies** - It is the intent of Midvale City to allow employees to work remotely when it is deemed in the best interest of the City and whenever onsite work is not essential. No position is completely remote. Every position will require an employee to work in person at a City facility. Midvale City will not accept out-of-state applicants for remote work.

3-05 (2) **Remote Work Eligibility** - Job Descriptions will indicate if the position is eligible for remote work or not. Remote work authorization may be revoked at any time at the Department Director or City Manager's discretion. Change in remote work status is not a change in working conditions. Employees must work their designated work schedule and must be responsive in replying to their supervisor. Employees must receive prior approval from their Department Director to work remote from anywhere other than their home.

3-05 (3) **Positions Eligible for Remote Work** - Employees working in positions deemed eligible for remote work and are able to complete all functions as described in their job description and meet expectations of their supervisor.

a. **Eligibility** – An employee is eligible to work remotely if:

- i. The position is eligible to work remotely by the Department; and
- ii. The employee is in good standing with the City. This means that the employee has not been subject to discipline (as outlined in Employee Policies and Procedures) within 6 months and is not on a corrective action plan, unless otherwise approved by the Department Director and approved by the City Manager or Assistant City Manager.

b. **Emergency** - An employee is eligible to temporarily work remotely if the Department Director, with the approval of the City Manager or Assistant City Manager, determines that the City would benefit from the position completing remote work during an emergency. Emergency eligibility for remote work will terminate with the resolution of the emergency or at the Department Director's discretion.

3-05 (1) Approval Standards and Process



- a. An eligible employee requests to work remotely by notifying the supervisor.
- b. If the job has been designated as eligible to work remotely:
 - i. Supervisor requests Human Resources to route the Remote Work application and recommends if the employee is a good candidate for remote work based on performance in his/her current position.
 - ii. Department Director reviews the application and determines if the employee is a good candidate based on performance in his/her current position.
- c. The Human Resources Director reviews the application, verifies position eligibility, and employee job performance history.
- d. The Human Resources Director will route the Remote Work Agreement for completion and signatures to the supervisor, employee, Department Director, Human Resources Director, and City Manager.
- e. An Equipment Check-out and Return form must be submitted with the Remote Work Agreement and updated on a regular basis.
- f. If an employee approved for remote work is placed on a corrective action plan, the remote work approval is revoked immediately unless otherwise authorized by the City Manager.
- g. Completed and approved Remote Work Agreements are stored in the employee's personnel file.
- h. Remote Work Agreements shall be reviewed and updated on an annual basis or when the employee's schedule changes.

SECTION 4 – EMPLOYEE BENEFITS

4-01 HEALTH INSURANCE - The City may offer group health insurance benefits to eligible employees that meet the requirements of the City's plan.

- a. Eligible employees are enrolled when hired and may make changes to group benefit plans once each year during a specified period known as "Open Enrollment" or in the case of a major life event.



- b. Health insurance elected by eligible new hires is effective on the first day of the month following the employee's start date. Coverage is canceled at the end of the month following the termination date.
- c. Eligible employees may only receive those health insurance benefits offered by the City at the time of hire or rehire.
- d. Eligible employees must provide proof of insurance under another plan in order to waive the City's coverage annually.
- e. Eligible employees shall not cancel City insurance without providing proof of other coverage and notifying Human Resources.
- f. Employees who meet the requirements to waive their medical insurance may receive a stipend per pay period approved by the City Council. If an employee is on leave of absence without pay, that waiver amount will be suspended until the employee returns to work.
- g. Employees should refer to applicable plan documents, which are available upon request to the Human Resources Director. Whenever a City policy is inconsistent with a plan document, the plan document shall control.

4-02 **LIFE INSURANCE** - Basic Life insurance and access to supplementary life insurance may be provided by the City for all full-time employees. The City provides a life insurance benefit of \$50,000 for the City employee, \$5,000 for a spouse and \$2,500 for dependents.

- a. All full-time and qualified part-time City employees are eligible for this life insurance benefit.
- b. Additional life insurance is available for eligible employees and their families as an option and is paid by the employee. Additional information can be obtained from the Human Resource Department.

4-03 **FICA (SOCIAL SECURITY & MEDICARE)** - All employees are covered by the benefits of Old Age, Survivors and Disability Insurance as provided by law. Contributions from the employee and the City will be made in accordance with Federal law.

4-04 **SOCIAL SECURITY** - All employees are covered under the federal social security program. Social security is designed to provide supplemental income to workers who retire. Social security was not designed to provide retirement



income, which will maintain a recipient at a lifestyle attained during working years.

4-05 LONG- AND SHORT-TERM DISABILITY - Subject to the terms and conditions established and controlled by the plan provider and/or other disability plan provider(s), the City sponsors long-term and short-term disability insurance coverage for employees in eligible classifications for the purpose of providing income protection against the loss of an employee's ability to work and earn income. All full-time and qualified part-time employees are eligible.

4-06 WORKER'S COMPENSATION - Work-related injuries or illnesses may be covered under the City's worker's compensation insurance. Specific benefits are by law and the City's insurance policy. To be considered work-related, the injury or illness must arise from and occur in the course of employment.

- a. When authorized by a physician, medical expenses related to the work-related injury or illness (including doctor, hospital, surgical, physical therapy, prescription medication, medical equipment, and any out-of-pocket medical expenses) are covered.
- b. Worker's compensation also pays for wages lost as a result of an employee work-related injury or illness; however, there is a three-day waiting period. During the three-day waiting period, a regular employee may charge any absence to accumulated sick, vacation, or compensatory time.
- c. Worker's compensation pays 66 2/3% of an employee's average weekly wages and is non-taxable up to a maximum amount as defined by worker's compensation. An employee may elect to charge up to one day of sick leave, vacation, or compensatory leave for each day of absence in an amount equal to the portion of the employee's total compensation, which is not paid by worker's compensation benefits. However, in no case can the combination of sick leave and worker's compensation benefits exceed the employee's base pay. Once accrued leave has been exhausted, the employee will no longer accrue vacation, sick or holiday leave until they return to work. Service time in Utah Retirement Systems will continue while on worker's compensation.
- d. Midvale City employees who take time off work as a result of an injury sustained at other employment are not eligible to use any accrued sick leave while receiving workers compensation disability benefits based on other employment.



- e. Under the provisions of the Americans with Disabilities Act and/or Family Medical Leave Act, and related to state law, an injured employee may have some right to a period of job protection during a worker's compensation absence. See the City's separate disability accommodation and FMLA policies for additional information.
- f. When injured while on duty, an employee must:
 - i. Immediately obtain necessary treatment. The City recommends that employees initially seek medical treatment at an approved medical facility. If emergency medical treatment is needed, the employee should seek treatment at the closest medical facility. Contact Human Resources for approved medical facilities.
 - ii. Ensure that doctors who treat their injuries complete a medical report describing how, when, and where the accident occurred. The employee is responsible for making sure a copy of the medical report is sent to the Human Resource Director.
 - iii. Report the injury to their supervisor or Department Director as soon as reasonably practical. The supervisor shall be responsible for notifying the Human Resource Director. Claims not meeting statutory notification requirements can be denied under workers compensation laws.
 - iv. The job-related injury shall be detailed on forms prescribed by the Utah Labor Commission and the City. These forms must be completed and submitted to the Human Resource Director within three days following the incident producing the injury.
 - v. An employee reporting an accident or injury while performing his or her duties on the date of the accident will be paid for that day.
 - vi. Employees injured while on duty must submit to a drug test as prescribed by drug testing policy in Section 6-03.
 - vii. Employees in safety sensitive positions returning after an extensive leave (30 days or more) must submit to a drug test prescribed by the drug testing policy in Section 6-03.
 - viii. It is the employee's responsibility to obtain a medical release form signed by a doctor. The employee is to report to work as permitted by the medical release form.



- ix. Upon receipt of a medical release form, a supervisor will review doctor recommendations and consider available work assignments. Depending on availability, light duty work assignments may or may not be allowed.
- x. A copy of the medical release form needs to be submitted to the supervisor and a copy submitted to the Human Resource Department prior to returning to work.
- f. Upon return from a worker's compensation leave the City will accommodate an employee's return to their original or an equivalent position whenever possible. If any employee fails to report to work promptly at the end of the approved leave period, the City will assume the employee has resigned.
- g. The City reserves the right to act in accordance with its own safety and risk management policies to determine appropriate action with respect to the workforce, procedures, internal controls, and even disciplinary action, in order to enforce its own safety and risk management policies.
- h. As provided by applicable state law, the City retains the right to pursue any and all available legal actions against any third party to recover worker's compensation costs for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.
- i. An employee on leave for workers' compensation is not allowed to work a secondary job.

4-07

COBRA - The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, retirement, or death of an employee, a reduction in an employee's hours, a leave of absence, an employee's divorce or legal separation, a dependent child no longer meeting eligibility requirements, or termination of FMLA leave.

- a. Subject to the terms and conditions of the group policy and applicable legal standards for extensions of insurance coverage under the law, employees, their spouses, dependents, and divorced or separated spouses may continue the group insurance plan benefits for periods of time beyond the last date of work of the employee for the City. The



terms, limitations, conditions, and length of extensions of coverage are specific in each individual case. Employees, dependents, spouses and ex-spouses are encouraged to make an inquiry of the Human Resources Department. Under COBRA, the employee or beneficiary pays the full cost of coverage at the City's group rates plus a 2% administration fee.

- b. The City provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's health insurance plan. The notice contains important information about the employees' rights and obligations.
- c. Retirees, who meet the conditions for retirement as determined and defined by the Utah State Retirement Board or another City-sponsored retirement plan, may elect to continue their health insurance coverage upon retirement, which they had prior to their retirement date. Retirees will be required to pay the full premium for this insurance group coverage, plus a 2% administration fee, under COBRA, for a period of up to 18 months.
- d. Continuation of health insurance coverage must be coordinated with the City under the terms and conditions established by and through the Plan Provider. Employees interested in more information about the continued health insurance coverage under this policy should contact the Human Resource Department.

4-08 UTAH RETIREMENT SYSTEM (URS) - The Public Employees' Noncontributory Retirement System is a retirement plan intended to provide a meaningful retirement benefit to City employees who have chosen a career in public service. Subject to the terms, conditions, and limitations as defined and regulated by the Utah Retirement Board, the City provides coverage for employees in eligible employment classifications in the Utah Retirement System.

- a. Consistent with Utah Code Ann. § 49-13-203, the City Manager; Assistant City Manager; City Attorney; Deputy City Attorney; Community Development Director; Public Works Director; Administrative Services Director; Human Resource Director/City Recorder; Finance Director, Judge; and any eligible Tier 1 elected official are eligible for exemption from the URS. If individuals in these positions choose to exempt themselves from URS, they will receive their retirement contribution to a 401(a) account administered by MissionSquare in lieu of the contribution to URS.



- b. Non-benefited temporary or part-time (<30 hrs/wk) employees are not eligible for URS benefits. Eligible employees must work a minimum of 30 hours per week and receive benefits from the City.
- c. The URS has designated two categories of employees according to enrollment date. Once you are enrolled in the URS as either a Tier 1 or a Tier 2 employee, you will keep that designation, even if you stop working for a participating employer for a period of time and then return at a later date.
- d. Employees initially enrolled in the Utah Retirement System before July 1, 2011, are classified as Tier 1 employees. The City will pay the full URS Tier 1 rate for eligible employees. All City employees are enrolled in the Noncontributory System.
- e. If you leave employment covered by Utah Retirement Systems, you are not eligible for a refund, but your retirement funds will remain in your account, and you will receive a benefit when you retire. Benefits are vested after four years of service.
- f. Employees initially enrolled in the Utah Retirement System on or after July 1, 2011, are classified as Tier 2 employees. The City will pay the required URS Tier 2 rate for eligible employees.
- g. Tier 2 employees may choose between a defined contribution or a hybrid plan (see HR for more information). Employees have one year after employment begins to make this irrevocable choice of plans.
- h. Any eligible employee that is active in the Utah Retirement System may participate in the URS 401(k) plan in accordance with federal and state law contribution limitations.
- i. To access your Utah Retirement System account, go to www.urs.org. You can login to my URS which will display your years of service and account information. You can also view account statements, update your address and beneficiaries and print forms.
- j. For additional information regarding your Utah Retirement System accounts, contact URS benefits or the Human Resource Departments.

4-09

MISSIONSQUARE RETIREMENT BENEFITS - The City also offers qualified savings plans through MissionSquare. Employees in the positions listed in Section 4-08(a) above may opt out of the Utah Retirement program and instead invest the full amount in the MissionSquare program.



If an employee is post-retired from Utah Retirement Systems, the City will contribute the same monthly amount required by URS for active members to their MissionSquare 401(a) Plan.

The City provides a supplemental retirement benefit through MissionSquare. The City provides a total of 1% match to the MissionSquare 401(a) account of any eligible employees who contribute a minimum of 1% to a MissionSquare 457 plan or URS 401(k) plan. This election can only be made during Open Enrollment each year.

Information about coverage, contributions, benefits, and programs may be obtained through the Human Resources Department.

4-10 RETIREMENT HEALTH SAVINGS PLAN (RHS) - All employees, including elected officials, are required to participate in the VantageCare Retirement Health Savings (RHS) Plan.

a. Contribution Sources and Amounts:

- i. Direct Employer Contributions: A discretionary amount to be determined each Plan Year.
 - ii. Mandatory Employee Leave Conversions: Accrued Sick Leave per City Policy
- b. Employees with more 480 hours of sick leave are required to convert sick leave to contribute to their RHS Plan. Only sick leave in excess of 480 hours at the end of the first full pay period in January is eligible to be contributed to the RHS Plan. The contribution is equal to sick leave earned during calendar year in excess of 480 hours less sick leave used during calendar year multiplied by 50%. The converted sick hours will be deducted from the employee's sick leave balance. After the conversion of sick hours for the contribution to the RHS Plan, participants may elect to convert 25% of remaining sick leave in excess of 240 hours to vacation leave.
- c. For full-time and qualified part-time employees, the City will contribute 10% of total accrued sick leave hours at applicable hourly rate upon separation from service to the employee's RHS Plan.
- d. Contributions to the RHS plan will be vested according to the contract with the RHS Plan provider.
- e. Contact the Human Resource Department for additional information on the RHS Plan and the current vesting requirements.



- 4-11 EMPLOYEE RECOGNITION** - It is the intent of the City to recognize those employees whose loyalty and dedication to public service are reflected in their length of service to the City. The City expresses this recognition and attempts to show a measure of its appreciation through an Employee Service Awards Program. As part of the Employee Service Awards program, the City presents employees with awards based upon the total number of years of service in five-year increments.

<u>Years of Service</u>	<u>Gift Certificate Amount</u>
5 Years	\$100
10 Years	\$200
15 Years	\$300
20 Years	\$400
25 Years	\$500
30 Years	\$600

4-12 WELLNESS PROGRAM

- 4-12 (1) The City offers a wellness program to encourage employees to stay physically fit and maintain good health. This program is paid for by the City and administered by the Human Resource Department for your benefit. It is a voluntary program for all employees. The program has the following objectives:

- Enhance quality of life for employees and family members;
- Improve morale, motivation, and personal development;
- Strengthen interpersonal relationships;
- Lower health, life, and disability insurance costs;
- Decrease work-related injuries and workers' compensation costs; and
- Reduce use of sick leave and absenteeism.

- 4-12 (2) The City reserves the right to modify the program at any time. Some wellness program benefits may be taxable. For more information, contact the Human Resource Department.

- 4-13 UNIFORMS** - The City will provide employee uniforms when uniforms are required to fulfill job responsibilities, which may be taxable consistent with City-wide policies. Uniforms will be maintained and worn in accordance with City and Department policies.

4-14 AUTOMOBILE MILEAGE REIMBURSEMENT



4-14 (1) The City provides City-owned vehicles for employee use during normal business hours for City use. In the event that a City-owned vehicle is not available, the City, at its sole discretion, will reimburse employees for use of their personal vehicles for City business at the rate currently allowed under Internal Revenue Service regulations. Employees must have prior approval of the Department Director to use their personal vehicle for City business. Employees using their own personal vehicle for City business must provide proof of insurance coverage to their Department Director.

4-14 (2) Commuting to and from work in City-provided vehicles that are not qualified non-personal use vehicles (as described in 26 CFR § 1.274-5T(k)) is considered a fringe benefit and is subject to employment taxes. This benefit will be included on the employee's W-2 and subject to all employment taxes. Department Directors, with the City Manager's approval, may require certain employees to drive these City-provided vehicles home. In which case, the City will pay the employee's share of the taxes.

4-15 CAR ALLOWANCE - The City Manager, Assistant City Manager, Department Directors, and key employees (as determined by the Department Director), except for those with a City-provided vehicle, will receive a car allowance in an amount approved by the City Council. Any mileage driven over a 50-mile radius from Midvale City Hall for anything above normal day-to-day usage (i.e. driving to attend a conference) is considered reimbursable at the current IRS rate. Employees receiving a car allowance must provide proof of valid insurance for their vehicles to their Department Director and the Human Resource Director.

4-16 CELL PHONE POLICY - Exempt and key employees are expected to be available during work hours whether in the office or at a meeting or conference and when needed outside work hours. As a result, all exempt employees and those key employees identified by the City Manager shall keep their cell phone with them while at work or at home. It is also expected that the exempt employee's phone will have a data plan to allow for additional communication of information and scheduling of meetings via email.

- a. In an effort to eliminate the need for an employee to carry two phones (personal and work) and to reduce the expense to the City, each employee that has been identified as needing to have a cell phone may choose one of the following options:

Option 1: Carry a personal cell phone that will be used for both City use and personal use with the monthly service paid by the employee. The City will reimburse the employee an appropriate amount based on



the cost of the City's plan per paid period for City use of the phone. If the phone is damaged, all replacement costs will be paid by the employee.

Option 2: Carry a City-issued cell phone (determined by the City) that can be used for both City use and personal use for which the employee reimburses the City an amount designated by the City based on the cost of the City's plan per pay period of the service cost and 100% of any overage amounts. If the phone is damaged, it will be replaced at the City's discretion. The phone is the City's property and is subject to City access and repossession under Section 4-16(2).

Option 3: Carry a City-issued cell phone (determined by the City) that will be for City business only, and the City will pay the costs. If the phone is damaged, it will be replaced at the City's discretion. Personal use is permitted in accordance with Section 4-16(2). If an employee appears to use their City-issued cell phone in violation of Section 4-16(2), the City Manager may revoke the employee's ability to choose this option. The phone is the City's property is subject to City access and repossession under Section 4-16(2).

- b. Contributions from the City will be included in the employees' paycheck. Reimbursements to the City will be by payroll deduction with each paycheck. The reimbursed amount will be determined based on a bundled plan for minutes and text as determined by the Department Director or a bundled plan for minutes, text and data as determined by the Department Director.

4-16 (1) **Use of Cell Phones or Similar Devices at Work and While Driving**

- a. While at work, employees are expected to exercise the same discretion in using personal cell phones as when using company phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. Excessive use of cell phones during work hours for personal use may be cause for disciplinary action.
- b. As a general rule, employees should restrict the use of cell phones for personal reasons to scheduled breaks or lunch periods in non-working areas.
- c. To ensure the effectiveness of meetings, employees are also asked to turn cell phones to vibrate mode during the meeting or leave the cell phone at their desk.



- d. The City prohibits employees from using cell phones or similar devices while driving any City-owned vehicle or while conducting business for the City and driving any vehicle.
- e. This prohibition includes receiving or placing calls (unless the device has hands-free capability), text messaging, surfing the Internet, receiving or responding to email, watching videos, checking for phone messages, or any similar activity in which the driver has to interact with or physically manipulate the cell phone.
- f. If the employee must respond to a text message, email, or other type of communication in a non-hands-free mode, he/she must stop the vehicle in a safe location and remain in that location until the communication is completed.
- g. Employees violating this policy are subject to disciplinary action up to and including termination.

4-16 (2) **Personal Use of City-Owned Cell Phones and Equipment**

- a. The City may issue business cell phones to employees for work-related communications. Personal use of a City-owned cell phone is subject to the provisions of Section 6-01 (8).
- b. The City reserves the right to review City-owned cell phone usage and may, at its sole discretion, monitor the activity of all of its equipment including City-owned cell phones. Employees have no expected right to privacy as it relates to any City-owned equipment. If the City finds the employee is abusing the use of the City-owned cell phone for personal use, the City-owned cell phone will be confiscated, and the employee will be required to choose a different option under Section 4-16(a).
- c. Employees in possession of City equipment (including cell phones) are expected to protect the equipment from loss, damage, or theft. Upon termination of employment, or upon request at any time, the employee may be asked to produce the equipment for return or inspection. If the employee fails to return the equipment in a timely manner or if the equipment is damaged beyond normal "wear and tear", the City reserves the right to withhold the fair market value of the equipment from the employee's paycheck.
- d. Any and all information on any City-owned equipment and any personal or City-owned cell phone in which the City pays for or reimburses the employees for use, may be considered a public record and may be obtained through a Governments Records Access and Management



Act (GRAMA) request. Any City-related information collected on any device for City-related business, including a personal cell phone, may be considered a public record and may be obtained through a GRAMA request regardless of if the City pays for or reimburses the employees for use. Employees are expected to cooperate with such GRAMA requests.

- e. Excessive usage or abuse of a City-owned cell phone or equipment may be cause for disciplinary action up to and including termination.

4-17 EMPLOYEE ASSISTANCE PROGRAM - Midvale City has elected to fund an employee assistance program to assist employees and their dependents in addressing and facilitating solutions.

All full-time and qualified part-time City employees and dependents are eligible and can utilize the employee assistance program voluntarily to receive counseling and facilitate solutions. This service is offered at no charge to the employee or dependents and is a confidential program. For more information, contact Human Resources.

4-18 TRAINING AND TRAVEL POLICY - Actual and reasonable business travel and training expenses incurred in the authorized conduct of City business, including transportation, registration fees, meals, and lodging costs, will be paid by the City. The City will not bear or reimburse any costs associated with a person(s) accompanying an employee on business travel. Business travel must be approved in advance and employees are responsible for securing reasonable and cost-effective travel arrangements.

- a. **Expenses** - All employees must obtain prior approval from their Department Director before incurring business-related travel expenses. Employees, as a condition of employment, may be required by the City to attend essential education. With the approval of the Department Director an employee may receive a cash advance prior to the anticipated travel. All travel must be related to and within the scope of an employee's work activities.

- b. **Mode of Travel** - Employees are responsible for using the most efficient, direct, and economical form of transportation available, given the circumstances. If an employee voluntarily chooses to use a more expensive form of travel, the City will compensate the employee only for the least expensive available travel option, with the employee being responsible for paying the difference in cost.



c. **Use of Personal or City Vehicles** - Transportation by car may be required if travel time is less than one day, scheduling permits and the expense is more economical than air travel. Generally, an employee should use a City vehicle for travel. If a City vehicle is not available and the employee must use a private vehicle, the City will be reimbursed at the mileage rate established by the IRS. If more than one employee is riding in the same vehicle, only the owner of the vehicle will be reimbursed for mileage. If an employee has an assigned City vehicle, they are expected to use that vehicle. If an employee chooses to use a private vehicle when a City vehicle is available, the City will compensate at half the mileage rate established by the IRS for tax purposes. If a City vehicle is used, no mileage compensation will be made, but the City will pay fuel costs and any repairs needed to the vehicle while traveling. Employees with vehicle allowances are expected to use the vehicle at no additional cost to the City for City-related travel within a 50-mile radius of City Hall. Employees using their own personal vehicle for City business must provide proof of insurance coverage to their Department Director.

d. **Car Rentals** - Car rentals are compensated only when other less costly forms of transportation are unavailable. Employees are required to rent compact cars unless only a larger car is available, or circumstances necessitate a larger car. Employees are encouraged to use public transportation, complimentary shuttles, ride share, and/or share taxi expenses with a group whenever possible.

e. **Lodging** - Employees are responsible for using the most efficient and economical accommodation with the best combination of location and price.

i. **Convention or Special Rates** - Whenever possible, employees should use hotels where a corporate or convention rate has been established. Asking for special or better rates is also advised when checking in at hotels.

ii. **Reimbursement** - Lodging will be reimbursed at actual cost on a single rate basis or divided rate basis if more than one employee shares the room. Employees will be reimbursed according to the rates allowable for each locality in the United States as specified in the per diem schedule issued periodically by the U. S. Government Office of Personnel Management. In some instances, actual expenses in excess of the maximum rate for lodging may be allowed, e.g., where a conference or meeting hotel has been designated and scheduling does not reasonably permit alternative lodging, or where no other rooms are



available. Prior approval must be obtained from the employee's Department Director under these circumstances. When obtaining lodging, employees should notify the hotel of their tax-exempt status as a City government employee and provide tax exemption forms available from the Finance Department. All lodging receipts must be submitted with a travel voucher. Employees that stay with relatives, friends or other means in lieu of staying in a hotel, are eligible for a \$50 per night stipend.

- f. **Meals** - The City will compensate employees for per diem consistent with the maximum rates allowable for each locality in the United States as specified in the per diem schedule issued periodically by the U. S. Government Office of Personnel Management. The schedule applies to all travel which extends more than 12 hours and requires overnight lodging. Allowances for seasonal rates may be considered.

Travel that requires less than a full day shall be compensated as follows:

- Breakfast - when necessary to depart before 7:00 a.m.
- Lunch - when necessary to return after 2:00 p.m.
- Dinner - when necessary to return after 7:00 p.m.
- No Incidentals will be included in calculation.

- g. **Frequent Flyer and Hotel Club Programs** - Employees may retain accrued frequent flyer and hotel club program credits; however, any cash rebates must be returned to the City. Employees should ensure that they continue to make the most economical travel arrangements, uninfluenced by potential airline or hotel travel awards.

- h. **City Credit Cards** - Employees who travel must use a City credit card when applicable.

- i. **For Business Travel Only** - City credit cards must be used only for actual and necessary business-related charges and not for any personal expenses.

- ii. **Inappropriate Use** - Employees are responsible for inappropriate credit card charges. Such improper use may also subject an employee to corrective action.

- i. **Entertainment Expenses** - No reimbursement will be made for entertainment expenses during a business trip unless the entertainment is business-related and pre-approved by the Department Director. The employee must pay any cost for personal magazines, movies, books, and newspapers.



k. **Miscellaneous Travel Expenses** - The following expenses may be compensated when incurred for approved business travel:

- i. Transit fares at the travel destination site only. Transit fares to and from Salt Lake City transportation terminals are not reimbursable.
- ii. Tolls;
- iii. Baggage handling;
- iv. Up to two telephone calls daily to the employee's home area code are reimbursable while in travel status, in addition to calls related to City business. The amounts of personal telephone calls are not to exceed \$7.50 in aggregate daily total. The City may supply prepaid phone cards as an alternative;
- v. Parking fees with receipts; and
- vi. Necessary and reasonable transit fares at the destination site, including gratuities not to exceed 15% (or 20% in major markets) are reimbursable with receipts.

l. **Personal Travel** - Generally, employees are permitted to combine personal travel with business travel as long as annual leave is approved. Additional expenses arising from such non-business travel are the employee's responsibility.

m. **Compensation of Nonexempt Employees for Travel Time.**

- i. **Regular Work Hours** - Nonexempt employees will be compensated for travel time during regular working hours while on approved City business.
- ii. **Regular Work Hours on Non-Workdays** - Travel during regular working hours on non-workdays (e.g., Saturday, Sunday or holidays) is treated as "hours worked" only when the City mandates such travel.
- iii. **Outside of Regular Work Hours** - Time spent traveling, (e.g., on a plane, bus, or in a car) outside of normal working hours, is not considered "hours worked".



4-19

EDUCATION ASSISTANCE - The City recognizes that the skills and knowledge of its employees are critical to the success of the organization. The City's Educational Financial Assistance program encourages personal development through formal education so employees can maintain and improve job-related skills.

- a. The City may provide educational financial assistance up to 75%, but not to exceed \$1,000 of the cost of tuition, fees, (excluding late fees) and books per request to eligible employees. A maximum amount of \$3,000 per fiscal year may be granted depending upon annual budget appropriations. Only full-time employees who have successfully completed their six-month probationary period are eligible to receive financial assistance from this program.
- b. To maintain eligibility, employees must remain on active payroll and perform their job satisfactorily through completion of each course. Educational financial assistance is limited to courses required for a college degree, provided that the degree relates to the employee's career path.
- c. The City has sole discretion to determine approval for any educational financial assistance requested. Approval must occur first through the Department Director and next through the City Manager prior to enrollment in the course.
- d. Pursuant to this policy, costs of tuition, fees, or books will be disbursed upon successful completion of the approved course. Where a grade is given, the employee must successfully complete said course with a grade of "B" or better. If the course is on a pass/fail basis, the employee must pass the course to qualify for reimbursement. The employee must submit a request for reimbursement along with documentation of successful completion of the course to the City Manager within 30 calendar days of completion of any approved course.
- e. Employees may not be reimbursed for tuition paid by another financial grant or scholarship.
- f. If an employee separates from City employment within two years of completing any course for which the employee received reimbursement, the amount of educational financial assistance for that course shall be deemed a loan and will be deducted from the employee's final paycheck. Employees must agree to sign a promissory note if the final paycheck is insufficient to repay the loan in full. The terms of which will be a negotiated monthly payment, 0% interest, and



full repayment of the outstanding balance within one year of the employee leaving employment with the City.

- g. The City may pay 100% of education costs when the course is necessary for an employee's current job, and the course is limited in both time of offering as well as length (e.g., one-day seminar or a one-week training and certification course). The City may also pay 100% of the education costs for certain occupations where ongoing education is necessary to maintain a certification or continuing education required by the state, City, or professional organization to which the employee belongs. Employees are not required to reimburse the City for these costs upon separation from the City.

4-20 SEPARATION OF EMPLOYMENT

- 4-20 (1) Employees who voluntarily resign may receive an exit interview administered by the Department Director, Human Resource Director, or designee. Employees who resign and desire to remain in good standing with the City should give a minimum of a two-week notice. Otherwise, they may not be considered for re-employment at a future date. Such notice should be given in writing to your supervisor and Department Director and forwarded to Human Resources. Employees are not allowed to resign and use vacation after their resignation notice, even if such vacation was previously approved. The City Manager may waive this requirement if doing so would benefit the City.
- 4-20 (2) **Vacation** - Upon separation from employment with the City, employees are entitled to receive payment for accrued and unused vacation time, provided they sign a release agreement waiving any and all legal claims against the City, its officials, officers, employees, and representatives, arising out of or related to the employment relationship and its termination. This policy applies to all regular full-time and qualified part-time employees of the City who are eligible for vacation benefits. The payment will be calculated based on the employee's regular rate of pay at the time of separation and included in the final paycheck along with any accrued unused compensatory time. The Human Resource Department will provide the employee with the necessary release agreement paperwork. The employee will have a specified period to review and sign the release agreement before receiving payment for accrued unused vacation time. In exceptional circumstances or as required by law, the city may withhold payment for accrued unused vacation time pending resolution of specific issues related to the employee's separation.
- 4-20 (3) **Sick Leave** - Upon separation of employment with the City, full-time and qualified part-time employees who have successfully completed their probationary period are entitled to convert 25% of their accrued unused sick



leave in accordance with Section 5-04 after which 10% of the remaining accrued unused sick leave will be deposited into the employee's Retirement Health Savings Account (Section 4-10). Unused sick leave benefits will not be paid as direct compensation to employees while they are employed or upon termination of employment except as otherwise stated in this policy.

4-20 (4) At the time of termination, the employee will return all Midvale City uniforms, keys, identification tags, badges, and other issued City equipment. Employees should also leave a forwarding address with the Human Resource Department in order for the mailing of the W-2 at the end of the year.

4-20 (5) **Retirement** - A full-time employee with at least ten years of service with the City or five years of service at age 60 qualifies to be a retired employee. The age that qualifies an employee for full social security benefits shall not be a traditional retirement age for employees. No employee will be required to retire or be removed from City service for reasons unrelated to work performance or elimination of position.

4-20 (6) **Retirement Gift**

a. A full-time employee qualifying as a retired employee will also qualify to receive a retirement gift from the City based on the following years of service:

<u>Years of Service</u>	<u>Gift Certificate Amount</u>
5-9 Years	\$100
10-19 Years	\$200
20+ Years	\$300

b. You are urged to provide the City with a minimum of two months' notice when you are nearing retirement. This will allow ample time for the processing of appropriate pension forms to ensure that any retirement benefits to which you may be entitled commence in a timely manner.

c. All outgoing employees are required to contact Human Resources to ensure all necessary forms are completed and to ensure all City property has been turned into your Department Director.

4-20 (7) **Life Insurance Continuation** - The City's life insurance plan has a conversion option. When you leave employment, you may convert to an individual policy. Contact Human Resources for more information.



- 4-20 (8) **Disability Insurance Continuation** - The City's disability insurance also has a conversion option. When you leave employment, you may convert to an individual policy. Contact Human Resources for more information.
- 4-20 (9) **Continuation of Group Health Plans (COBRA)** - Federal law requires employers to offer a temporary continuation of group health plan coverage to qualified beneficiaries. Employees covered by an employer's group health plan and/or spouses and dependent children may qualify, including children born after the qualifying event. The continuation period is generally 18 months but can be extended. Please contact Human Resources for more information.
- 4-20 (10) **Health Insurance Portability (HIPAA)** - The Health Insurance Portability and Accountability Act is designed to help ensure portability of health coverage for individuals and families who move from one employer health benefit plan to another and to protect your health information. The act places several significant obligations on Midvale City and our group health plan providers, including a requirement to issue a Certification of Credible Group Coverage to employees and their eligible dependents when coverage under the City's health plan ends. These certifications provide documentation of prior coverage which terminating employees and their dependents may need to reduce preexisting condition limitations when enrolling in a new health plan benefit.
- 4-20 (11) **Retirement Early Withdrawal Penalties** - You may withdraw part or all of your retirement accounts upon termination. There is a 10 percent penalty on withdrawals from the State Retirement (if applicable) and Mission Square 401(a) systems. The IRS requires a 20 percent withholding of the withdrawn funds. This 20 percent does not change the penalty or taxes due. As usual, any funds withheld in excess of the taxes and penalties due are refunded after you file your taxes for the year. You may avoid the taxes and penalties by leaving your money in the plan or rolling it into another qualified plan. You may obtain all the appropriate paperwork from the Human Resources Department.

SECTION 5 – LEAVE POLICIES

5.01 ANNUAL VACATION LEAVE

Vacation time off with pay is available for eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Part-time employees are not eligible for vacation leave. Qualified part-time employees receive vacation on a pro-rated basis. Vacation accrual is based on 24 pay periods. Vacation leave may not be used until the pay period following its accrual. Vacation may not be used after giving notice of resignation. Benefited full-time



employees shall accrue annual vacation leave in accordance with the following, whichever is higher:

- a. **Vacation Accrual Rates:** Employees with completed years in the Utah Retirement System are eligible for the rates listed below based on those completed years.

Full-time employee (effective July 1, 2024):

Completed Years of Accrued Cumulative City Service or URS	Hours of Vacation Accrued for 24 pay periods a year
Less than 5	4.00 (96 hours annually)
5 – 9	5.00 (120 hours annually)
10 – 15	6.00 (144 hours annually)
16+	7.00 (168 hours annually)

*****Vacation accrual may be negotiated based on relevant professional work experience at the discretion of the City Manager.**

- b. **Maximum Vacation Accrual Allowed:** Vacation time accrued cannot be carried forward from one calendar year to the next in excess of the following:
- A maximum of 240 hours per year shall be allowed to be carried forward from one calendar year to the next. If the amount of unused, accrued, or credited vacation time on December 31st of each year exceeds the cap of 240 hours, the excess balance will be forfeited and added to the sick leave bank.
 - Vacation leave shall be requested from and pre-approved by the employee's supervisor. Advancing vacation leave to any employee is prohibited. Vacation leave cannot be used for any unapproved absences.
 - In the event an employee is not allowed to use previously scheduled and approved vacation leave because of unforeseen needs of the City, the City Manager may in writing grant an extension up to 60 calendar days from the forfeiture date in which the employee may use his/her vacation time. All accrued or credited vacation time will be paid at the time of separation from the City.
- c. Department Directors are credited their authorized number of vacation hours annually on January 1 of each year. If the eligible employee is



hired after January 1, the number of hours of vacation pay credited on the date of hire will be pro-rated based on the months remaining in the year. The City Manager reserves the right to negotiate vacation time upon hiring of Department Directors.

- d. A holiday that falls during an employee's annual vacation leave shall be counted as a paid holiday. Annual vacation leave shall be requested and pre-approved by the employee's supervisor.
- e. Employees on an unpaid leave of absence, such as a leave of absence, FMLA, or unpaid administrative leave, will not accrue vacation or sick leave during that time.
- f. Paid vacation shall be accounted for in minimum increments of one quarter hour. Exempt employees who are off work for less than a full workday with their Department Director's approval shall not have their vacation deducted for vacation time taken.
- g. Employees who fail to notify their supervisor of their absence, regardless of the duration, are not permitted to use leave time for those hours.

5-02

HOLIDAY LEAVE

The City recognizes the following holidays for purposes of paid holiday leave:

- | | |
|--------------------------|---|
| • New Year's Day | January 1 st |
| • Martin Luther King Day | 3 rd Monday in January |
| • Presidents' Day | 3 rd Monday in February |
| • Memorial Day | Last Monday in May |
| • Juneteenth | June 19 th |
| • Independence Day | July 4 th |
| • Pioneer Day | July 24 th |
| • Labor Day | 1 st Monday in September |
| • Veterans Day | November 11 th (see 5-02(j)) |
| • Thanksgiving Day | 4 th Thursday in November |
| • Thanksgiving Holiday* | 4 th Friday in November |
| • Christmas Day | December 25 th |
| • Christmas Holiday | December 26 th |

*Thanksgiving Holiday is only available to employees working a 9/80 schedule and a traditional 5 days/40 hours per week schedule.



- a. Except for the Juneteenth, the following observance policy applies to holidays falling on days when City Hall is closed. If a holiday falls on or is observed on a Friday or Saturday, the holiday will be split between the preceding Thursday and following Monday, so City Hall stays open. If a holiday falls on a Sunday, the holiday shall be observed on the following Monday or as designated by the City Manager. If the holiday falls on or is observed on a Monday through Thursday, City Hall will be closed for the holiday. For the Juneteenth holiday special observance policy, please see Sections 5-02(i).
- b. Full-time employees are eligible for 120 hours of holiday pay per calendar year. Qualified Part-time employees will receive holidays on a pro-rated basis. Part-time employees (working less than 30 hours per week) are not eligible for holiday pay.
- c. Public Work on-call employees required to work on an observed holiday or an actual holiday that falls on their regularly scheduled day off, are paid at a rate of one and one-half times their straight time base pay rate plus holiday pay as long as they meet the 40-hour work week including the holiday.
- d. Non-exempt Public Works employees scheduled off on an observed City holiday but required to work for snow events or other emergencies will be paid for the holiday hours in addition to receiving compensatory time or overtime.
- e. Employees do not accrue holiday pay when on an unpaid leave of absence.
- f. Public Work employees accruing holiday leave due to their on-call status may use the holiday on a floating basis as long as it is requested and pre-approved by the employee's supervisor. Any floating holidays must be used within 30 days. Unused holiday hours may not be carried from one calendar year to another.
- g. Regular Employees working a 4/10 work schedule may not accrue holiday hours or move their holiday to a different day.
- h. Exempt employees are paid on the basis of set compensation and are compensated for all holidays based on that compensation. If an exempt employee works on a holiday, they are not compensated additionally for such work.
- i. The Juneteenth National Freedom Day holiday is on June 19, if that day is on a Monday. If June 19 is on a Tuesday, Wednesday, Thursday, or



Friday, the Juneteenth National Freedom Day holiday is on the immediately preceding Monday. If June 19 is on a Saturday or Sunday, the Juneteenth National Freedom Day holiday is on the immediately following Monday.

- j. For employees working a 9/80 schedule or a traditional 5 days/40 hours per week schedule, please talk to your supervisor about when you should observe a holiday falling on Friday or Saturday.

5-03

SICK LEAVE - Sick leave time off with pay is provided to eligible full-time and qualified part-time employees for periods of temporary absence due to illness, injury, or to obtain necessary medical care for themselves and/or their dependents at the discretion of the Department Director. Sick leave must be used for any City-approved FMLA leave use. Sick leave hours are intended primarily to provide income protection in the event of illness, injury, or approved FMLA use, and shall not be used for any other absence. An employee is prohibited from working secondary employment during the actual hours of sick leave. Sick leave may not be used until the pay period following its accrual.

- a. Sick leave is not job protection.
- b. Full-time employees shall accrue 4.00 hours of sick leave per pay period for 24 pay periods annually. Employees do not accrue sick leave while on an unpaid leave of absence.
- c. Qualified Part-time employees are eligible to receive sick leave on a pro-rated basis. Part-time employees and persons hired on an emergency, seasonal, or temporary basis are not eligible for sick leave.
- d. Paid sick leave shall be accounted for in minimum increments of one quarter hour. Exempt employees who are off work for less than a full workday shall not have their sick leave deducted for sick time taken. Otherwise, exempt employees are subject to the same conditions and limitations applicable to the qualified and proper use of sick leave for illness, injury, or bereavement.
- e. Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence.



- f. Employees unable to fulfill normal work assignments due to illness or injury may or may not be allowed light duty assignments depending on availability.
- i. Employees may be required to demonstrate the ability to perform essential job duties and/or provide a medical release before returning to work. Any employee admitted or outpatient to a hospital or similar healthcare facility is required to provide a medical release before returning to work. The medical release should be provided to the Human Resources Director.
- j. Paid sick leave is a privilege and not a right of employment. Abuse of the sick leave privilege shall constitute grounds for disciplinary action. Employees who consistently utilize sick leave (accrual of less than 40 hours), may become suspected of policy abuse.
- k. Where a pattern of sick leave use is present or a question arises as to the legitimate use of accrued sick leave, Department Directors, in coordination with the Human Resources Director, have the right to investigate use of sick leave, make inquiry of the employee as to his/her ability to perform essential functions of the job, and otherwise request medical information be provided to the supervisor.
- l. Advancing sick leave to any employee is prohibited.
- m. Employees, supervisors, and Department Directors are required to notify the City Manager and Human Resource Director whenever paid sick leave is used for a medical disability or serious health condition of the employee or the employee's family or household member. A serious health condition means an illness, injury, impairment, or a physical or mental condition that involves an absence of three consecutive workdays or longer under the care of a health care provider, inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.
- n. An FMLA request form is to be completed by the employee and submitted to the Human Resource Director to be approved by the City Manager. This form is used to determine the effective date of any medical disability or serious health condition of the employee or family member and the period of available leave (paid and unpaid) benefit for the employee.
- o. If the proper form is not completed, the City Manager will determine the effective date of any serious health condition and the period of available leave (paid or unpaid) based on the first date the employee was granted



leave related to, and/or in connection with, the employee's medical disability or serious health condition.

- p. An employee should only provide medical documentation to the Human Resources Director. Medical documentation, including FMLA forms, should not be submitted or provided to a supervisor or Department Director.

5-04

SICK LEAVE CONVERSION - Full-time employees who have accrued a minimum of 240 hours of sick leave may elect to convert 25% of their additional earned, unused sick leave benefits to vacation leave **one time** each calendar year.

5-05

LEAVE DONATIONS - Employees may voluntarily and anonymously donate accumulated unused leave (vacation, comp time, or sick leave) hours to the sick leave bank of the City to be used by an employee who has suffered an incapacitating major illness or injury or family emergency, which has exhausted the employee's regular sick leave, vacation, and comp-time accounts.

- a. Any unused vacation hours over the 240 allowed that are forfeited by employees at the end of the year shall be donated to the sick leave bank.
- b. Eligible full-time City employees must have been employed with the City for one year or more, **do not have a history of sick leave abuse**, are meeting or exceeding expectations based on their last performance review, are not currently on a performance improvement plan or on administrative leave, and have accumulated 40 or more hours of unused sick leave at the time of the request (or when the illness began) for extended sick leave compensation.
- c. A maximum of 160 hours of extended sick leave compensation may be requested per rolling 12-month period.

ROLLING 12 MONTH PERIOD: A rolling 12-month period is measured backward from the date an employee uses any leave from the sick leave bank. Each time an employee receives sick leave compensation from sick leave donations, the remaining leave entitlement would be any balance of the 160 hours, which has not been used during the immediately preceding 12 months.

- d. Sick leave bank hours are granted on an as-needed basis and may not be accrued. The employee must exhaust all personal leave prior to



using any sick leave bank hours. No sick leave or vacation leave will be accrued while an employee is using sick leave bank hours.

- e. All requests must be approved by the employee's Department Director and the City Manager. All donations are made on a confidential basis. Each case will be considered separately based upon the merits of the situation.
- f. Advancing extended sick leave to any employee is prohibited.

5-06

BEREAVEMENT LEAVE - The City grants bereavement leave for eligible employees as specified in this policy.

a. **Eligibility.**

- 1. Full-time employees and qualified part-time employees working a minimum of 30 hours a week are eligible to receive bereavement leave in the event of a death to an employee's immediate family to handle matters related to death and grieving. Qualified part-time employees will receive bereavement leave on a pro-rated basis.
- 2. All employees, regardless of status, are eligible to receive bereavement leave who have suffered a pregnancy loss.

b. **Definitions.**

- 1. Immediate family includes the employee's spouse or domestic partner, parents, children, siblings, grandparents, aunts, uncles, and grandchildren. This includes adopted, foster, step, half, and in-law relationships of the same nature listed in the previous sentence. Exceptions to the immediate family members listed require City Manager or designee approval.
- 2. An employee, for purposes of this policy, has suffered a pregnancy loss if the employee's pregnancy is ended by way of miscarriage or stillbirth, or the employee's spouse or partner, former spouse or partner, or biological parent's pregnancy is ended by miscarriage or stillbirth. An employee intended to be an adoptive parent who has suffered a pregnancy loss may receive this benefit with documentation provided, i.e., valid gestational agreement.

- c. **Leave Time.** Bereavement leave of up to three working days of paid leave is granted in cases as described above. Additional time may be



granted with City Manager or designee approval. Sick leave will be used for additional approved leave time, followed by vacation.

- d. **Notification.** An employee requiring bereavement leave should inform their supervisor as soon as possible.
- e. An employee who works less than 30 hours a week is not eligible for paid bereavement leave for the death of an immediate family member. Unpaid time off may be granted with supervisor's approval.
- f. Bereavement pay is calculated based on an employee's base rate of pay. Bereavement leave does not count as time worked for the purpose of calculating overtime.
- g. An employee may receive up to 5 hours' funeral leave with pay to attend non-immediate family funerals, at the Department Director's discretion.
- h. Bereavement leave shall be pre-approved by an employee's Department Director. Employees may be required to provide verification of the death (obituary) and their attendance at the funeral (funeral program).

5-07

MILITARY LEAVE - Military leave is paid time off granted to eligible employees for military duty.

- a. An employee on official military orders is entitled to paid military leave, which shall not exceed 80 hours per calendar year, to complete military duty. Unused paid military leave may not be carried over from one year to the next.
- b. An employee shall notify their supervisor and the Human Resource Department of their military orders, in writing, as soon as possible. The written notification will include the estimated leave date, the intended return date, and any required payroll deduction decisions.
- c. **Active Duty**
 - i. An employee ordered to active duty shall be eligible to use the paid military leave upon commencement of the active duty only if such leave has not been previously used during the calendar year.
 - ii. An employee ordered to active duty may use accrued paid leave and/or leave without pay for the remainder of the active-duty period.



- iii. Contribution payments by both the City and employee may be required during the active-duty period in order to continue accruing years of service. The City and employee shall follow the process outlined by Utah Retirement Systems.
- iv. Employees on active duty who elect to continue payroll deductions shall coordinate such with Human Resources.
- v. Employees on active duty will be reinstated in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- vi. Employees who meet the requirements of Utah Code Ann. § 71A-8-101 will be restored to the same position or to a position equivalent to the same position that the employee held immediately prior to the commencement of their active military service.

5-08 JURY OR WITNESS DUTY - The City recognizes the duty of every employee, as a citizen of the United States, to perform jury duty or serve as a witness in court on behalf of another party.

- a. The City pays an employee's regular salary or wage when the employee is absent during a scheduled shift. The employee is required to remit any such jury or witness fee received to the Finance Department within one week of receipt.
- b. An employee may retain mileage reimbursement paid by the court.
- c. An employee must show the jury or witness duty summons to his or her supervisor as soon after receipt as possible so the supervisor may make arrangements to accommodate their absence,

5-09 FAMILY MEDICAL LEAVE (FMLA) - The Family and Medical Leave Act (FMLA) grants eligible employees the statutory right to take up to 12 weeks of paid and/or unpaid leave per 12-month period, measured backward from the date of an employee uses any FMLA leave. The City will notify an employee of eligibility for FMLA status whenever the City has knowledge that the employee may qualify. If so designated, employees may not choose to waive the designation of FMLA.

- a. An employee is eligible under the Family and Medical Leave Act if the employee has been employed with the City for a minimum of 12 months,



has worked a minimum of 1250 hours in the 12-month period immediately preceding the request, and works within a 75-mile radius of a City office with 50 or more employees.

- b. Eligible employees may request up to 12 weeks of leave for situations related to certain family, medical, and military reasons such as:
 - i. To care for the employee's child after birth, or placement for adoption or foster care;
 - ii. To care for the employee's child, spouse, parent (but not in-law) who has a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or that requires continuing treatment by a health care provider.
 - iii. For the employee's own health condition (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) that makes the employee unable to perform one or more essential functions of the employee's job;
 - iii. For any qualifying exigency caused by a family member who belongs to the regular Armed Forces being called for deployment to a foreign country, or a member of the reserves or National Guard being called to active-duty deployment to a foreign country; or
 - iv. To care for a spouse, child, parent, or next of kin who is a service member and is injured or becomes seriously ill while on active duty or within five years of leaving the Armed Forces.
- c. Eligible employees should make requests for family and medical leave to the Human Resource Department and notify supervisors in writing at least 30 days in advance of a foreseeable event and as soon as practical for an unforeseeable event.
 - i. In an emergency, the employee must contact his or her supervisor within 48 hours or as soon as practical.
 - ii. An eligible employee may take leave consecutively or intermittently for qualifying conditions. If intermittent or reduced leave is needed, employees are strongly encouraged to schedule their leave so it does not unduly disrupt City operations.



- iii. All employees requesting leave under this policy must complete the applicable Certification of Health Care Provider form and return it to the Human Resources Department within 15 working days.
 - iv. The Human Resource Department will process the certification and provide the employee with the Notice of Eligibility and Rights & Responsibilities form and Designation Notice.
 - v. An FMLA request form is to be completed by the employee and submitted to the Human Resource Director to be approved by the City Manager. This form is used to determine the effective date of any medical disability or serious health condition of the employee and the period of available leave. If the proper form is not completed, the City Manager will determine the effective date based on the first date the employee was granted leave related to, and/or in connection with, the employee's medical disability or serious health condition.
 - vi. An employee on designated FMLA leave will have all absences related to that qualifying event count toward the total eligible 12 weeks of FMLA leave.
 - vii. FMLA leave will be based on a rolling 12-month period, which is measured backward from the date an employee uses any FMLA leave. Each time an employee takes FMLA leave the remaining leave entitlement would be any balance of the 12 weeks, which has not been used during the immediately preceding 12 months. FMLA leaves may be approved for a maximum of 12 weeks in a 12-month period.
- d. Eligible employees must use available paid leave (accrued vacation, compensatory leave, and sick leave) concurrent with FMLA leave. Supervisors will be responsible for submitting the employee timecard, including FMLA use to the Human Resource Department while an employee is on FMLA leave if the employee is unable to do so.
 - e. Subject to the terms, conditions, and limitations of the applicable health insurance plans, the City will continue to contribute to premiums in accordance with established policy during an employee's approved FMLA leave. However, seniority and other benefits will not accrue during unpaid time off. The employee must continue to pay any portion of the premiums that the employee would typically pay if not on leave, either through payroll deduction or in person. The City has the right to



recover health insurance premiums if the employee does not return from FMLA leave.

- f. If the employee is returning from leave for their own serious health condition, the City may request a fitness-for-duty report from the healthcare provider before the employee can return. Failure to provide a fitness-for-duty certification may delay your return to work.
 - i. Upon return from FMLA leave, an employee will return to their original or equivalent position.
 - ii. If an employee fails to return to work after exhausting FMLA leave, the employee is responsible for reimbursing the City for any unpaid employee share of the premium costs if there is no paid leave available.
 - iii. On a basis that does not discriminate against employees on FMLA leave, the City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.
- g. **Secondary Employment Prohibited While on FMLA Leave** - While on FMLA leave, employees shall not work secondary employment during regularly scheduled working hours when using paid sick leave. Other secondary employment must be consistent with the qualifying medical condition or any restrictions medically imposed related to the FMLA leave.
- h. An absence from work due to an on-the-job injury or illness, which qualifies as a worker's compensation absence also qualifies as an FMLA absence.
- i. Employees with domestic partners who meet the eligibility criteria of domestic partner insurance coverage with the City, may be considered eligible for leave to support their domestic partners. Employees must meet the same requirements as if they requested leave under FMLA. Any leave granted will be subject to similar requirements and restrictions as FMLA leave. However, such leave is not provided for or protected under FMLA or any other law. This policy is subject to change or revocation at any time.

5-10

PARENTAL LEAVE



- a. Full-time employees may request a maximum of **240** hours paid parental leave for the birth of a child or placement of a child for adoption or foster care.
- b. Parental leave will start on the date of the child's birth or, in the case of adoption or foster care, the date the child is placed in the employee's home.
- c. Employees will report the pending birth or adoption or placement of a child to their supervisor as soon as practicable.
- d. Parental leave will run concurrently with FMLA and Short-Term Disability (if applicable). Leave may be taken intermittently.
- e. For employees approved for Short-Term Disability insurance, parental leave will make up the difference between 100% pay and 66 2/3% pay (if applicable) for up to 160 hours.
- f. Parental leave may be taken during a probationary period. The probationary period will be extended by an amount of time equivalent to the parental leave taken to complete the probation period.
- g. The jobs of those employees on legitimate parental leave will be protected. Employees that abuse this benefit may be subject to discipline up to and including termination.
- h. If the employee requesting parental leave does not expect to return to his/her original position, the request may be denied.
- i. Employees seeking parental leave must:
 - i. Complete parental leave request form and provide applicable documentation;
 - ii. FMLA-eligible employees (refer to Section 5-09) shall complete FMLA paperwork as per the FMLA policy; and
 - iii. File a Short-Term Disability claim (if applicable).

5-11

CAREGIVER LEAVE - Full-time employees may request a maximum of **six weeks (240 hours)** paid caregiver leave per rolling year for situations related to certain immediate family caregiving reasons to care for the employee's immediate family who has a serious health condition. A serious



health condition means an FMLA qualifying condition (refer to Section 5-09). The following additional conditions apply:

- a. Immediate family will be considered as those that meet the definition for FMLA purposes unless otherwise approved by the City Manager.
- b. Caregiver leave shall be approved by the employee's Department Director and City Manager or designee.
- c. Caregiver leave may be taken during a probationary period. The probationary period will be extended by an amount of time equivalent to the Caregiver leave taken to complete the probation period.
- d. The jobs of those employees on legitimate caregiver leave will be protected. Employees that abuse this benefit may be subject to discipline up to and including termination.
- e. If the employee requesting caregiver leave is not expected to return to his/her original position, the request may be denied.
- f. Employees seeking caregiver leave must:
 - (i) Complete Caregiver leave request form and provide applicable documentation;
 - (ii) Complete FMLA paperwork as per the FMLA policy (if applicable); and
 - (iii) File a Short-Term Disability claim (if applicable).

5-12 LEAVE WITHOUT PAY - Under special circumstances, employees may find it necessary to request leave without pay unrelated to FMLA, ADA, workers' compensation, or military leave.

- a. The following employees are eligible for unpaid leave of absence:
 - i. Previously scheduled commitments of new employees that are agreed to at the time of job offer; or
 - ii. Full-time employees who have successfully completed their probationary period are eligible.
- b. Eligible employees may be granted a period of unpaid leave up to 30 consecutive calendar days on a rolling year basis. If this initial period of



absence proves insufficient, consideration will be given to an employee's written request for a single extension of no more than 30 consecutive calendar days for a total of 60 days combined.

- c. Eligible employees interested in a leave of absence must submit a written request to their Department Director detailing the nature of the leave.
- d. Requests for leave of absence will be considered based on criteria such as the nature of the request, the impact on the organization, and the benefit to the employee and the City.
- e. The City will not grant a leave of absence without pay unless the employee will return to City employment at the end of the leave.
- f. Prior written approval for an unpaid leave of absence must be obtained from the employee's Department Director and the City Manager.
- g. During an approved leave of absence, an employee is required to use any applicable and available paid leave before the commencement of any leave of absence without pay.
- h. Once the employee has exhausted all applicable leave benefits, they will no longer continue to accrue vacation, sick leave, holiday leave, and other City benefits during the approved unpaid leave of absence period, unless provided for under state or federal guidelines.
- i. During an unpaid leave of absence, all benefits will be discontinued until the employee returns to work. Insurance benefits may be continued if the full premium is paid by the employee. A waiver of medical insurance will be discontinued until the employee returns to work.
- j. At the completion of an approved leave of absence, every reasonable effort will be made to return the employee to the same position if available, to a similar available position for which the employee is qualified, or in accordance with any leave agreement. However, the City cannot guarantee reinstatement in all cases and is under no obligation to hold a specific job.
- k. Employees who exhaust all eligible leave and are unable or unwilling to work may be terminated.

5-13 ADMINISTRATIVE LEAVE



- a. Administrative leave, with or without pay, may be assigned by a Department Director, Assistant City Manager, or City Manager under the following circumstances:
 - i. Pending the outcome of an investigation to determine possible disciplinary action against the employee;
 - ii. Following a work-related incident that resulted in extreme stress; or
 - iii. To protect City interests during an end-of-employment process.
- b. Written approval must be obtained from the Department Director for administrative leave with pay up to 40 hours during a rolling year. Written approval must be obtained from the City Manager for any administrative leave with pay exceeding 40 hours during a rolling year.
- c. An employee shall not engage in secondary employment during the actual hours designated as administrative leave with pay. The City may also modify the employee's work hours or restrict secondary employment outside of hours designated as administrative leave with pay.
- d. The City may, at its discretion, additionally restrict activities of an employee on administrative leave with pay. This includes, but is not limited to, access to the City's network, buildings, records, and files.
- e. The employee must remain readily available and immediately able to respond to phone contact or return to work during City's normal working hours.
- f. After review by the City Attorney and the authorization of the City Manager, an employee charged with a felony or misdemeanor that occurred while working, may affect the employee's ability to perform their job functions, or is otherwise subject to discipline under this manual may be placed on administrative leave without pay.

5-14 JOB ABANDONMENT

- a. An employee who is absent from work for three consecutive scheduled shifts and is capable of providing proper notification to their supervisor but does not, shall be deemed to have abandoned his or her job.



- b. An employee who is absent from work the first scheduled shift after exhausting all accrued paid leave, FMLA leave, or authorized leave without pay shall be deemed to have abandoned his or her job.
- c. The City considers job abandonment as a voluntary termination.

5-15 BREASTFEEDING

- a. The City supports breastfeeding and complies with the requirements of Utah Code Annotated §34-49-204, and the federal PUMP Act, including:
 - i. Providing reasonable breaks to accommodate breastfeeding and milk expression for at least one year after birth of the employee's child;
 - ii. After consulting with the employee about the frequency and duration of the breaks, the break shall, to the extent possible, run concurrent with any other break period otherwise provided to employees;
 - iii. Providing an appropriate private, non-restroom location in close proximity to the employee's work area; and
 - iv. Providing access to a clean and well-maintained refrigerator or a nonelectric insulated container for breast milk storage.
- b. Compliance will be managed by the Human Resource Director.
- c. The City will not refuse to hire, promote, discharge, demote, or terminate a person or retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified because the person breastfeeds or expresses milk in the workplace.
- d. Complaints alleging discrimination under this policy will be handled consistent with the Harassment, Discrimination, & Retaliation Policy Section 6-02.

5-16 PREGNANCY

- a. The City supports pregnant employees and complies with all legal requirements relating to pregnancy. If an employee becomes pregnant



and has physical limitations that prohibit her from performing functions of her regularly assigned position, she shall notify Human Resources.

- b. The pregnant employee will notify Human Resources of potential eligibility for FMLA and complete the process outlined in Section 5-09.
- c. Human Resources will review the Certification of Health Provider or doctor's notes for the pregnant employee to determine FMLA eligibility. This may give cause for Human Resources to facilitate an interactive meeting with the employee and supervisor to determine if reasonable accommodation is needed and available.
- d. Employees who are pregnant or have other conditions related to pregnancy and childbirth may require accommodations at work. In accordance with applicable laws, the City provides reasonable accommodations unless doing so would cause undue hardship. Depending upon the circumstances and as allowed under applicable law, the City may require a medical certification from the employee's health care provider concerning the need for accommodation. However, the City will not require a medical certification for simple accommodations such as more frequent restroom, food, or water breaks due to pregnancy or breastfeeding. Employees who require accommodations for pregnancy or related conditions should contact Human Resources. Any employee who believes she has been discriminated against, or denied reasonable accommodations needed because of pregnancy, childbirth, breastfeeding, or related conditions should promptly report her concerns to Human Resources

5-17 TIME OFF TO VOTE - The City encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours, their Department Director may grant a reasonable amount of paid time off, up to two hours, for employees to vote. Employees should request time off to vote from their supervisor at least two working days prior to the election day. Advance notice is required so the necessary time off can be scheduled to minimize disruption of work schedules and operations.



SECTION 6 – EMPLOYEE CONDUCT

6-01 **CODE OF CONDUCT**

- 6-01 (1) **Professionalism** - Midvale is a public entity whose purpose, among others, is to provide professional services to its citizens. City employees must adhere to high standards of public service that emphasize professionalism and courtesy. City employees shall conduct themselves in a way that will bring trust and respect to themselves and the City.
- a. As an integral member of the City team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that you refrain from any behavior that might be harmful to you, your coworkers and/or the City, or that might be viewed unfavorably by current or potential customers or by the public at large.
 - b. Whether you are on duty or off, your conduct reflects on the City. Consequently, you are encouraged to always observe the highest standards of professionalism. It is the responsibility of each employee to comply with these standards, department policies, and the supervisory instructions given to them for the performance of their duties.
- 6-01 (2) **Conflict of Interest**
- a. All employees are required to adhere to the Municipal Officers' and Employees' Ethics Act, Utah Code Ann. § 10-3-1301 et seq. Employees are prohibited from using their positions for personal benefit. Employees are also prohibited from receiving compensation for assisting in a transaction with the City, having a 10% or greater stake in a business entity regulated by the City or doing business with the City, and having a personal interest or investment with an employee's personal interests and public duties if the employee does not first disclose such interests.
 - b. In order to avoid potential conflicts of interest prohibited by state law and City Code, all employees will file a Conflict of Interest Form with the Human Resource Department annually.
 - c. An employee is required to timely file an updated Conflict of Interest Disclosure Form if the employee's interests change from their last



Conflict of Interest Disclosure Form and such interests are required to be disclosed under the Municipal Officers' and Employees' Ethics Act.

- 6-01 (3) **Honesty** - Employees shall be honest in word and conduct and never use their position to benefit themselves or another party through the disclosure of or by acting on confidential information, award of work, procurement of supplies, or use of City facilities, equipment, or resources.
- 6-01 (4) **Confidentiality** - Employees shall not disclose, or willfully allow to be disclosed, any information gained by reason of their position for any reason other than its official or authorized purpose. Employees will comply with the confidentiality requirements of state law and the City Code, including restrictions against disclosing or using private, protected, or controlled information acquired by reason of a member's official position for the employee's or another's private gain or benefit. In addition to being a violation of the City's policies, such behavior is illegal and may result in criminal consequences.
- 6-01 (5) **Gifts & Gratuities** - Midvale City employees are prohibited from knowingly receiving, accepting, taking, seeking, or soliciting, directly or indirectly any gift of substantial value or a substantial economic benefit which would tend to improperly influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties. This section does not apply to the following:
- a. an occasional non-pecuniary (not cash) gift having a value of less than \$50;
 - b. an award publicly presented;
 - c. any bona fide loan made in the ordinary course of business; or
 - d. political campaign contributions if the contribution is actually used in a political campaign.
- 6-01 (6) **Attendance** - All employees shall meet attendance and punctuality requirements in accordance with department and supervisory guidelines. Regular, reliable, and predictable attendance are essential functions of every City position.
- 6-01 (7) **Appearance** - In order to maintain a professional atmosphere and appearance, all employees, including those who wear uniforms, shall maintain the following minimum standards:



- a. Employees must maintain a high standard of personal hygiene. Employees must appear neat and clean and have no offensive odors. An employee's hair must be clean and groomed.
- b. Employees' dress and appearance must be appropriate to their employment. Appropriateness may vary, depending upon the nature of work performed, safety concerns, and the degree of public contact.
- c. Employees must wear clothing that is clean and neat, and not torn or frayed. Employees must avoid clothing that is unduly revealing, immodest, or otherwise inappropriate for a professional office setting or other work environment.
- d. Tattoos/Branding
 - (i) Employees are not permitted to have tattoos or branding on their face or Director, except for permanent makeup, such as eyeliner, eyebrows, or lipstick, in natural skin or hair colors. The neck is not considered part of the face or Director.
 - (ii) Tattoos or branding that violate the City's harassment policy or include content offensive to modesty, decency, propriety, or professionalism must be covered while at work.
- e. In addition to the above, all employees shall meet department dress and appearance policies.

6-01 (8) **Personal Use of City Equipment**

- a. An employee's personal use of City equipment is authorized under the following circumstances:
 - i. The employee is authorized to use or possess the City equipment to fulfill the employee's job responsibilities, the primary purpose of the public servant using or possessing the City equipment is to fulfill the employee's job responsibilities, and the employee's personal use of the City equipment does not interfere with or detract from the employee's job responsibilities or job performance; or
 - ii. The employee's use of City equipment for a personal matter is incidental or de minimus. This means that value of the employee's use or possession of the City equipment to the City substantially outweighs the personal benefit received by the



employee from the incidental use of City property for a personal matter.

- b. Except as otherwise authorized, any further personal use of City equipment can only be authorized by an employee's Department Director and the City Manager.
- c. City equipment may only be used by the assigned employee and other authorized employees such as a supervisor, Department Director, City Manager, or an IT employee. Unless to further an authorized City purpose, City equipment may not be used or accessed by any non-employee.
- d. City equipment may not be used for any personal financial gain, or political activity.
- e. Except as necessarily required by an employee's official job responsibilities, City equipment may not be used to download, view, print, share, or store any sexually explicit content including, but not limited to, photos, emails, or texts. Inadvertent exposure must be immediately reported to the employee's supervisor and the City's IT Division.
- f. Unless otherwise authorized by the City Manager, employees may not use City equipment for entertainment purposes such as online gaming, gambling, or subscription video streaming services.
- g. Employees may not download, install, or store any unlicensed media or software on any City equipment.
- h. Employees may not install non-City licensed software on networked City equipment without the approval of the IT Division. Accounts for non-network applications or software (iTunes, etc.) are required to be in the name of the employee or an approved City account authorized by a Department Director.
- i. Employees may not store, copy, or transfer unauthorized City records, electronic content, software, or computer code.
- j. Excessive unauthorized audio and/or video streaming on the City's staff network is prohibited in order to preserve the City's bandwidth capacity.
- k. The City retains the right to monitor, deny access to, or copy both City and non-City content at any time, including communications made on a third-party server, regardless of whether the use was authorized.



- l. The City Manager, Assistant City Manager, or the employee's Department Director may revoke an employee's personal use of City equipment at any time, with or without cause.
- m. Employees have no expectation of privacy in their personal use of City equipment. The City has the right to access and take possession of City equipment at any time. The City has the right to monitor an employee's use of City equipment. Records generated by an employee for personal use on City equipment may be subject to public access through a GRAMA request.
- n. Under no circumstances may an employee use City equipment in violation of any City policy, any manner that is illegal, or for any illegal purpose. This includes, but is not limited to, engaging in bullying, harassment, or discrimination, viewing pornography, and engaging in political activities using City equipment.
- o. Violation of this policy may result in disciplinary action up to and including possible termination of employment and criminal consequences.

6-01 (9) **Personal Electronic Devices**

- a. The use of personal electronic devices, including but not limited to radios, music players, phones, computers, and tablets, may not unreasonably interfere with the performance of the employee's duties or interfere with City business operations. Department Directors may restrict or prohibit the use and possession of personal electronic communication devices for safety or other operational reasons.
- b. Employees who are reimbursed for the use of a personal cell phone for City business are also subject to Section 4-16 (1).

6-01 (10) **Personal Social Media Participation** - An employee who participates in social media sites for personal purposes shall not:

- a. claim to represent the position of the City, including any Department or other organizational sub-unit;
- b. use any City logo or trademark;
- c. post any private, protected, or controlled information or record not obtained through GRAMA; copyrighted information, confidential information received from City clients, or any City-created or issued



documents including those documents created by the employee for City or personal use, without permission of the City; or

- d. discriminate against, harass, or otherwise threaten a City employee or any person doing business with the City.

Any employee who posts on a personal social media account regarding their employment at the City or City-related issues must explicitly state that the views expressed are the employee's alone and may not reflect the views of the City.

6-01 (11) **Outside Activities** - City employees shall not use City-owned property or work time in support of outside interests and activities, except as authorized by a Department Director.

6-01 (12) **Political Activity** - Employees must follow the requirements of Utah Code Ann. §§ 10-3-1108 and 20A-11-1205, as amended. City employees shall not use City-owned property, a City email address or social media account, work time, or influence of position over other employees while engaging in any political activity and for any political purpose. Employees may not campaign, solicit political contributions, or directly or indirectly coerce, command, or advise another employee to pay, lend, or contribute anything of value to a political party, committee, organization, agency, or person for political purposes.

6-01 (13) **Outside Employment** - Midvale City recognizes that some employees may need or want to hold additional jobs outside their employment with the City. Employees of Midvale City are permitted to engage in outside work or hold other jobs, subject to certain restrictions based on reasonable business concerns and approval by the Department Director and City Manager.

Midvale City applies this policy consistently and non-discriminatory to all employees, and in compliance with all applicable employment and labor laws and regulations. The following rules for outside employment apply to all employees:

- a. Work-related activities and conduct away from Midvale City must not compete with, conflict with, or compromise the City's interests or adversely affect job performance and the ability to fulfill all responsibilities of their position in the City. This prohibition also extends to the use of any City tools or equipment and the unauthorized use or application of any City confidential information. In addition, employees may not solicit any outside business during work time for Midvale City.



- b. Midvale City employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. Employees are expected to work, and be available to work, during the hours required of the employee's position with the City. If outside work activity causes or contributes to job-related problems at Midvale City, the employee will be asked to discontinue outside employment, and the employee may be subject to the normal disciplinary procedures for dealing with the resulting job-related problem(s).
- c. In evaluating the effect that outside work may have on an employee's job performance and other job-related responsibilities, the employee's Department Director will consider whether the proposed employment:
 - i. May reduce the employees' efficiency in working in the City;
 - ii. Affects the employee's ability to respond to being on-call for the City;
 - iii. Involves working for an organization that does a significant amount of business with the City, such as major contractors, suppliers, service providers;
 - iv. May adversely affect the City's image; and
 - v. May create a conflict of interest. A conflict of interest is defined as a substantial conflict between their private interests and their public duties.
- d. An authorization form must be filled out and signed each year describing the employees outside job, the job duties, and hours worked. This form must be signed by the employee's supervisor, Department Director, and City Manager. This form must then be submitted to the Human Resource Department and placed in the employee's personnel file. Failure to submit an authorization form is cause for disciplinary action.

6-01 (14) **Whistle Blowing** - Employees have a responsibility to formally inform appropriate administrative officials if they become aware of or reasonably suspect the waste of public funds, property, manpower or a violation of law relating to your employment. Employees should give written notice to, or otherwise formally inform, the appropriate administrative official as soon as possible when suspicion or waste or violation has occurred. An appropriate



administrative official is an employee's immediate supervisor unless the employee reasonably believes the supervisor cannot or will not fairly and constructively report the problem. If that is the case, employees may report the incident to the Mayor, City Manager, Assistant City Managers, Department Director, Human Resource Director, City Attorney, or you may notify the State Auditor. The City will not retaliate against any employee who reports a concern under this whistleblower policy.

- 6-01 (15) **Improper Disclosure/ Spreading of Rumors** - You are responsible for refraining from spreading information which may have a potential negative impact to City operations or other employees which you know or have reason to know is malicious, false, frivolous, or which you have been specifically directed not to disclose by your supervisor.

6-01(16) **Unauthorized Electronic Surveillance**

- a. An employee may not make an audio or video recording of another employee by any means, unless each of the following criteria are met:
 - i. A legitimate business purpose exists for the recording;
 - ii. The recording device is in plain view; and
 - iii. The employee being recorded audibly acknowledges on the recording that they have full knowledge of and consent to the recording.
- b. The following forms of audio or video recordings of another employee are approved and authorized by the City, and the criteria of Section 6-01 (16)(a) do not apply.
 - i. Electronic surveillance equipment such as security cameras, glass break sensors, and other similar security equipment that are owned and operated by the City;
 - ii. The recording or broadcasting of a City meeting, hearing, training, or judicial proceeding in which the proceedings are recorded or broadcasted by an authorized City employee;
 - iii. Formal interviews conducted during an official investigation by a Department Head, Director of Human Resources, City Attorney, or City Manager, or their designee; or
 - iv. Any instance in which the City Manager has provided written permission for the recording and believes the recording is in the



best interest of the City. Any such recording is only approved and authorized to the extent it is within the scope of the City Manager's written permission.

- 6-01(17) **Solicitation** - The solicitation of financial contributions and gifts or soliciting for any other reason is prohibited. Consistent with Utah Code Ann. § 10-3-1304, it is inappropriate for a City employee to use or attempt to use your official position to secure special privileges for yourself or others or to solicit, directly or indirectly, any gift of substantial value or substantial economic benefit. Solicitation activities are prohibited while in a City uniform or during your scheduled work hours. Non-employees are likewise prohibited from soliciting employees on City premises at any time.
- 6-01(18) **Distribution of Literature** - In the interest of maintaining a proper business environment and preventing interference with work and the inconvenience of others, distribution of literature or printed materials of any kind and selling merchandise during work time is restricted. Do not place personal solicitations, information or announcements on the network computer system. Non-employees are likewise prohibited from distributing material.
- 6-01(19) **Possession of Pornographic Material** - The City prohibits employees from possessing, distributing, or viewing any kind of pornographic materials in the workplace or on City equipment, in City vehicles, or on City property. Pornographic materials are strictly prohibited. Employees found to have pornographic materials in their possession, within City equipment, vehicles, or on City property are subject to disciplinary action up to and including termination.

6-02 **HARASSMENT, DISCRIMINATION, & RETALIATION**

- 6-02 (1) **General Policy** - Midvale City is committed to providing a work environment that is free from harassment or any other type of discrimination with regard to race; color; religion; sex; pregnancy, childbirth, or pregnancy-related conditions; age (40 and over); national origin; disability; sexual orientation; gender identity; genetic information (including of a family member); ethnic background; citizenship; military service or veteran status; or any other legally protected status. The City has a zero-tolerance policy towards any form of harassment or discrimination by or to any employee or retaliation against any employee protected under this policy.

Misconduct identified in this policy is unacceptable behavior and is prohibited. The City will make reasonable efforts to prevent the conduct identified in this policy and will promptly investigate all complaints of violation of this policy. An employee's violation of this policy will result in disciplinary action up to and including termination.



6-02 (2) Prohibited Conduct - The City prohibits conduct that includes, but is not limited to:

a. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

i. submission to such conduct is made either explicitly or implicitly a term of the condition of an individual's employment;

ii. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or

iii. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

b. Other inappropriate conduct, such as:

i. derogatory comments, insults, suggestive remarks, or jokes involving sexual activity or a person's legally protected status;

ii. display of photographs, drawings, cartoons, written material, objects, or use of electronic communication devices that would offend a reasonable person;

iii. inappropriate physical contact, such as patting or pinching;

iv. intentionally brushing against another person's body;

v. stating, implying, or joking that an individual's job performance is attributable to that person's race, color, religion, sex, pregnancy, childbirth, or pregnancy-related condition, age, national origin, disability, sexual orientation, gender identity, or any other legally protected status;

vi. giving of unsolicited or inappropriate gifts of a personal and private nature; or

vii. sexual assault of any kind.

c. Pervasive, unwelcome, demeaning, ridiculing, derisive, or coercive conduct towards another person based on any legally protected status that:



- i. creates an intimidating, hostile, or offensive work environment;
- ii. unreasonably interferes with a person's work performance; or
- iii. otherwise adversely and unreasonably affects an employee's employment.

d. Retaliation against any employee for reporting, filing a complaint, or assisting the City in its investigation of a complaint under the policy, even if such underlying complaint is determined to be unfounded. Retaliation may be deemed a separate violation of this policy and may subject the perpetrator to disciplinary action. Examples of retaliation include:

- i. taking disciplinary action;
- ii. unwarrantedly changing the terms of an employee's employment;
- iii. spreading rumors about the employee;
- iv. encouraging hostility toward that employee from a co-worker; or
- v. escalating the harassment.

e. Disclosing confidential information with regards to an investigation being conducted under this policy, including disclosing that there is an investigation or any details of an investigation or any details of an investigation with any City employee except those conducting the investigation.

6-02 (3) Employee Obligations

- a. Employees are obligated to comply with this policy and avoid any prohibited conduct.
- b. Employees are obligated to report violations of this policy.
- c. Employees are obligated to fully cooperate in any investigation of an alleged violation of this policy, including the obligation to provide truthful and complete evidence and testimony in any investigation proceeding.



- d. Employees are obligated to avoid retaliation against any person who files a complaint, or who participates in or provides evidence or testimony in any investigation or proceeding under this policy.

6-02 (4) **Reporting Violations of this Policy**

- a. All employees are required to report all incidents that they reasonably believe to be violations of the City's Harassment, Discrimination, & Retaliation Policy. These reports shall be made when the employee first believes they or someone else has been harassed, subjected to inappropriate conduct, discriminated against, or retaliated against. Employees must make such report with one of the following: supervisor, Department Director, Assistant City Manager, City Manager, City Attorney, or the Director of Human Resources.
- b. Any supervisor or manager who reasonably becomes aware of potential discrimination, harassment, or retaliation shall immediately advise the Human Resources Director and/or the City Attorney. Any supervisor who knew or should have known of a potential offense and did not report the matter shall be subject to disciplinary action.

6-02 (5) **Investigation** - The City shall investigate all complaints, regardless of whether they are written or verbal, as expeditiously and professionally as possible. Confidentiality of the complaint will be maintained to the extent it is practical but cannot be guaranteed.

- a. The Human Resources Director, City Attorney, and the involved department will coordinate the investigation.
- b. The assigned investigator(s) will ensure that the allegations, investigation, and findings are documented.
- c. The assigned investigator(s) are responsible for moving the investigation forward, ensuring adequate documentation, and making recommendations.
- d. The appropriate Department Directors are responsible for accepting, modifying, or rejecting recommendations and, when appropriate, initiating disciplinary action.
- e. Records of an investigation determined to be unfounded will not be placed in any individual's personnel file, but it will be retained as an investigative file. Access will be limited to Human Resources staff, City Attorney's Office, and the City Manager.



f. Appeals about the conclusions of the investigation will be handled as follows:

- 1) Disciplinary actions arising from the investigation will be handled consistent with the Employee Discipline section in this chapter and may be appealed in accordance with that section.
- 2) An employee may appeal the conclusion of an investigation. However, the basis of an appeal is limited to the employee's concerns with the adequacy of the investigation, such as the investigators' failure to interview a key witness or consider a crucial piece of evidence. An employee cannot appeal based solely on his or her disagreement with the outcome of the investigation.
- 3) An appeal of the investigation will begin directly at Step Three of the Employee Grievance Procedure (Appeal to the City Manager).

6-02 (6) **Equal Employment Opportunity** - Midvale City is an Equal Opportunity Employer and selects, hires, promotes, and compensates employees without regard to sex; race; color; religion; pregnancy, childbirth, or pregnancy-related conditions; age (40 and over); disability; gender identity; national origin; sexual orientation; genetic information (including of a family member); ethnic background; citizenship; or any other legally protected status. The City evaluates applicants for employment or candidates for promotion based upon their knowledge, skills, experience, education, and potential for job performance consistent with the needs of the position.

- a. The City will provide reasonable accommodation for qualified individuals with known disabilities, unless doing so would result in undue hardship on the City. This policy governs all aspects of employment including recruitment, selection, job assignment, compensation, discipline, termination, and access to benefits and training.
- b. The City adheres to applicable federal and state law regarding veterans' preference criteria when making decisions with respect to initial, new hiring. It is City policy that veterans' preference does not apply to promotional opportunities. Applicants for initial employment with the City shall be required to provide reasonable documentation and records as proof of any claimed veterans' preference.



- c. City employees found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including, termination of employment.
- d. The City also will not allow mistreatment or harassment based on the protected classes identified above.

6-02 (7) **Personal Employee Relationships**

- a. Each City employee in a non-spousal romantic, dating, or sexual relationship with another City employee must promptly notify their Department Director upon beginning or ending such relationship or if the relationship results in marriage. The Department Director is responsible for notifying the Human Resources Director;
- b. Supervisors are prohibited from having a romantic, dating, or sexual relationship with a subordinate employee who they supervise in the chain-of-command.

6-03 **ALCOHOL/DRUG FREE WORKPLACE** - The City uses alcohol and drug testing of applicants selected for safety sensitive positions and for employees as specified in this section as a tool to administer its substance abuse policy. The policy is designed to eliminate employees' use of alcohol and drugs that jeopardize safety of the employee, co-workers, and the public, and that impede the efficiency of City operations and damage the reputation of the City and its employees. In some cases, testing is required by federal law.

6-03 (1) **Federal Drug-Free Workplace Requirement** - Midvale City complies with the Federal Drug-Free Workplace Act of 1988, except that the City also allows for the use of legally-prescribed medical cannabis when required pursuant to Utah law.

6-03 (2) **Drug-Free Awareness Program** – During new-hire orientation, all new employees will receive training about the dangers of drug and alcohol abuse, the City's policy of maintaining a drug-free workplace, a copy of this policy, information about the City's Employee Assistance Program, and the penalties that may be imposed on employees for drug abuse violations.

6-03 (3) **Employee Responsibilities**

- a. No employee shall unlawfully manufacture, possess, use, or distribute any controlled substance or alcohol in a City workplace.



- b. Any employee convicted under any criminal drug statute shall notify his or her supervisor and Department Director within five days after the conviction.
- c. No employee shall consume alcoholic beverages during work hours, during breaks or meal periods, or for at least eight hours before coming to work.
- d. No employee shall be impaired by alcohol, medication, or illegal drugs, or have any detectable trace amount of illegal drugs or blood-alcohol level of .02 or higher in their system during work hours, or while representing the City in an official capacity. If an employee is using prescription or non-prescription medication, which may impair performance of duties, the employee shall report the use to the Human Resources Director.
- e. **Additional Responsibilities of Safety Sensitive Employees**
 - i. For purposes of this policy, the City has designated the jobs that require CDL holders or jobs that require the use of heavy equipment as safety sensitive positions.
 - ii. All employees in safety-sensitive positions will timely report the use of any medication that could reasonably be expected to impair their ability to perform their duties prior to or upon reporting for duty on a City Disclosure of Prescription Drugs form completed by their health care provider. The forms will be submitted annually to Human Resources, who will advise the employees' Department Director of any relevant medical information.
 - A. The employee must timely submit an updated form if there is a change in medication, a significant change in dosage, or if the medication is discontinued and at least on an annual basis.
 - B. Human Resources will verify the status of all active forms annually.
 - iii. Any employee in a safety-sensitive position who is cited, arrested, or charged with any criminal drug or alcohol related offense shall notify his or her Department Director within 24 hours.



6-03 (4) **Drug/Alcohol Testing Policy-** All employees and prospective employees are required to participate in drug testing as a condition of hire or continued employment. Failing or refusing to take a test or a confirmed, positive drug or alcohol test result shall be deemed a violation of this policy. The types of drugs or metabolites and cut-off levels shall be determined by the Human Resource Director, except as mandated or limited by federal regulations.

6-03 (5) **Pre-Employment Testing**

- a. All prospective employees shall be tested for drug usage.
- b. All job applicants shall be informed of the policy during conditional job offers. A copy of this policy shall be available for their review.
- c. All applicants shall be required, prior to being hired or volunteering for the City, to sign an acknowledgement form agreeing to abide by the terms of this policy.
- d. The City will exclude from employment any job or volunteer applicant who refuses to abide by the terms of this policy.
- e. An employment application from an applicant with a confirmed positive drug test will not be processed by the City for one year from the date of such result.

6-03 (6) **Reasonable Suspicion (For Cause) Testing**

- a. An employee may be required to submit to a drug and/or alcohol test when reasonable suspicion arises and the employee's supervisor, manager, Department Director, and City Manager, or their respective designees, concur that reasonable suspicion exists. Suspicion must be based upon specific contemporaneous, articulable observations concerning appearance, behavior, speech, or body odors of the employee or information provided by reliable and credible sources that is independently corroborated. Reasonable suspicion testing may include re-tests or follow-up tests as may be necessary to protect the integrity of the testing protocols, such as newly discovered evidence that the employee tampered with a previous drug test.
- b. All employees who hold a CDL license as a job requirement shall fall under the Federal Motor Carrier Safety Administration's reasonable suspicion guidelines as described in 49 CFR Part 382.
 - i. A Determination of Reasonable Suspicion form shall be submitted indicating the observations leading to an alcohol or



controlled substances reasonable suspicion test immediately but no more than 24 hours of the observed behavior or before the results of the alcohol or controlled substance tests are released, whichever is earlier. The form must be signed by the supervisor, manager, or Department Director who made the observations.

- ii. The Determination of Reasonable Suspicion form must be provided to the Human Resources Director for retention.
- c. Once the authorized supervisors have determined that reasonable suspicion exists, testing shall be done as soon as practical.
- d. If an employee is sent to an outside clinic for a reasonable suspicion test, the employee shall be driven to the facility by the supervisor or his or her designee.
- e. The employee shall then be put on paid administrative leave until the results of the test are available.
- f. The supervisor shall make arrangements or help the employee make arrangements to get home without driving him or herself.

6-03 (7) **Employee Testing**

- a. If the City returns an employee to work after he or she has enrolled in a rehabilitation program for drug or alcohol abuse and has successfully completed the rehabilitation program, such employee may be entered into a program of unannounced drug and alcohol testing for a predetermined period of time at the sole discretion of the City.
- b. Other Circumstances. Employees must be drug and/or alcohol tested if they:
 - i. Failed a previous drug and/or alcohol test and have successfully completed counseling or rehabilitation treatment, before returning to work;
 - ii. Are in safety-sensitive positions and are required to take a physical;
 - iii. Are in the employee assistance program for drug and/or alcohol problems or otherwise self-report drug and/or alcohol problems; or



- iv. Are involved in an accident involving a City vehicle or City equipment with or without injury.

6-03 (8) **Post-Incident Testing**

- a. Post-incident testing will be conducted on employees involved in on-the-job accidents where the City reasonably believes that alcohol or drugs may have caused or contributed to the accident.
- b. Such testing will occur as soon as practical after the accident. The employee may return to work after completion of the testing, unless the testing is based on reasonable suspicion.
- c. The employee's immediate supervisor and Risk Management shall be immediately notified of all such incidents.

6-03 (9) **Random Testing** - For purposes of maintaining safety and as a deterrent to drug and alcohol abuse, safety sensitive employees are subject to random drug and alcohol testing. The frequency of random testing will be determined by the Human Resources Director

6-03 (10) **Testing Protocols**

- a. All drug testing will be carried out in compliance with Utah Code Ann. § 34-41-101 et seq., as amended.
- b. Any drug or alcohol testing shall occur just before, during, or immediately after the regular work period of current employees and shall be deemed time worked for purposes of compensation and benefits for current employees.
- c. The City shall pay all costs of testing and transportation associated with a test required by the City.
- d. For both non-DOT and DOT tests, if the medical review officer (MRO) informs the City that a negative test was diluted, the result will be accepted as a negative if the creatinine concentration is 5 mg/dL or greater.
- e. For a DOT test, if the MRO directs that a re-collection must take place under direct observation (i.e. because the creatinine concentration was equal to or greater than 2 mg/dL, but less than equal to 5 mg/dL) the City will contact the donor immediately. Failure of the donor to submit for this re-collection will be classified as a refusal to test.



- f. For a non-DOT test, if the MRO directs that a re-collection must take place (i.e. because the creatinine concentration was equal or greater than 2 mg/dL, but less than or equal to 5 mg/dL) the City will contact the donor immediately. Failure of the donor to submit for this re-collection will be classified as a refusal to test.
- g. In accordance with Utah Code Ann. § 34A-5-115, an employee with a medical cannabis card is not subject to adverse action for failing a drug test due to medical cannabis used in accordance with State law without evidence that the employee was impaired, otherwise adversely affected in the employee's job performance due to the use of medical cannabis, or would otherwise be similarly disciplined if they using a prescribed controlled substance.

6-03 (11) Drug Testing Information

- a. The information received from drug testing shall be the property of the City. Test results information may be released to the person who has been tested upon receipt of a written request.
- b. Upon City receipt of the test results, the Human Resources Department shall timely notify the person tested, by telephone or email, of negative results. Positive tests results shall be made by personal notification.
- c. If the test results are positive, the person tested will be advised of the option to have the split sample tested, the expense to be equally divided between the donor and the City. The option must be exercised within 72 hours of the notification to the employee.

6-03 (12) Employees Required to Hold a Commercial Driver's License (CDL) -
Those employees required by employment at the City to hold a CDL shall be tested as required by Federal and State law.

- a. Prior to requiring any drug or alcohol testing of an employee who holds a CDL, the supervisor will determine whether the testing is authorized under this policy or under the City's Drug/Alcohol Policy. CDL testing involves a different panel of drug and alcohol tests and requirements.
- b. All testing under CDL requirements will be preceded by specific notification by the supervisor to the employee that the test is being ordered as a CDL requirement.
- c. Those employees required for their employment at Midvale City to hold a CDL shall be tested as required by federal and state law and reimbursed for first time costs for obtaining and renewal of the license.



- d. CDL post-accident testing is only conducted if the employee, during the drug testing window, is cited for a contributory moving violation or if another person dies. All other post-accident testing will be done under the City's drug/alcohol testing policy.
- e. Any reasonable suspicion testing decision must be made by an officially trained supervisor or City employee.
- f. Random drug testing is conducted just before, during, or just after performance of CDL duties.
- g. If the employee being tested for reasonable suspicion is a CDL holder, the alcohol and/or drug test must be administered within two hours and, if it is not, the supervisor must prepare and provide to Human Resources a record stating the reason the test was not promptly administered.
- h. Rehabilitation testing, if offered by the City, shall meet CDL requirements.

6-03 (13) **Disciplinary Action** - Because of the serious nature of illegal use or abuse of alcohol, illegal drugs, or medication, appropriate employee disciplinary action will be taken, which may include termination. The City, at its discretion in a disciplinary action, may require an employee to participate in an employer mandated EAP at the City's expense, a rehabilitation program and mandatory drug, and/or alcohol testing at the employee's expense as a condition of continuing employment.

6-03 (14) **Voluntary Substance Abuse Counseling & Rehabilitation** - Midvale City encourages employees who have a determined need to enroll in a counseling or rehabilitation program. An employee will be required to sign a document to abide by the following conditions in order to remain fully employed:

- 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 until all leave is expended. The City will pay the employee's benefit package during the allotted treatment time, but not wage supplements. 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 or her former position



upon successful completion of the substance abuse rehabilitation.
Each incident will be reviewed on a case-by-case basis.

- b. The employee shall immediately contact his or her supervisor and the Human Resource Department to coordinate leave status and benefits.

6-03 (15) **Medical Cannabis and Prescription Use.** Except as permitted by Utah Code Ann. § 34A-5-115, Midvale will not take an adverse employment action against an employee for failing a drug test for the use of medical cannabis that is obtained and used in accordance with state law or for the sole reason of the employee being a medical cannabis cardholder. Midvale will treat medical cannabis the same as any other controlled substance. Midvale may take an adverse action against an employee if permitted under Utah Code Ann. § 34A-5-115(2)-(3). An adverse employment action taken under Utah Code Ann. § 34A-5-115(2) must be treated the same as an adverse employment action taken because of the use of a prescribed controlled substance or a prescription for a controlled substance. In the event that Midvale takes an adverse action against an employee for the use of medical cannabis, the City will follow the required steps provided under Utah Code Ann. § 34A-5-115(4).

6-03 (16) **Employee Questions About This Policy** - Questions about this policy may be directed to the Human Resource Department.

6-04 TOBACCO-FREE WORKPLACE

6-04 (1) **General Policy** - Midvale City is subject to and enforces the Utah Indoor Clean Air Act and is committed to providing a safe and healthful work environment.

6-04 (2) **Employee Responsibility** - In order to maintain a safe and comfortable working environment, tobacco usage in City vehicles, offices, and facilities is prohibited.

- a. Because the City may be subject to criminal and civil penalties for violations of applicable smoking laws, the City must insist on strict adherence to this policy. Employees smoking in any non-smoking area may be subject to disciplinary action.
- b. All employees are prohibited from smoking throughout the workplace, including all City buildings, vehicles, and equipment. Smoking is prohibited within 25 feet of any entranceway, exit, open window, or air intake of City buildings.

6-04 (3) **Employee Assistant Program** - The City encourages and supports employees who want to quit smoking. Smoking cessation programs are



available through our health plan providers and through the EAP program. Contact Human Resources for more details.

6-05 VIOLENCE-FREE WORKPLACE

6-05 (1) **General Policy** - Midvale City is committed to maintaining a safe and efficient work environment where employees and the public are free from the threat of workplace violence.

6-05 (2) Employee Obligations

- a. Employees may not engage in violence or behavior that carries the potential for violence including, but not limited to, assault, fighting, or foul, abusive, or threatening language or gestures.
- b. Any possession of firearms or other weapons on City property, including City vehicles, or while conducting City business shall be in compliance with federal, state, and City laws.
- c. Under no circumstances will any other employee use deadly force as a function of their job with the City. If an employee who is not a police officer or fire investigator uses deadly force, he/she will not have the immunities or be entitled to the same indemnity afforded police officers and authorized fire investigators.

6-06 EMPLOYEE DISCIPLINE

- 6-06 (1)
- a. As a matter of policy, Midvale City believes in and practices individual responsibility and accountability. The City believes in allowing employees to govern their own conduct within acceptable standards of behavior. The City relies on individual good judgment and a sense of responsibility. Midvale City expects from its employees' integrity, mutual respect, and courtesy, effective, and efficient performance, considerate customer and citizen relations, responsiveness, and loyalty. Employees are expected to conduct themselves in an appropriate manner. However, to maintain the City's desired level of performance, and to protect the citizens, other employees, City property, and City interests, the City has established certain standards of conduct. All employees are expected to adhere to the City performance standards.
 - b. These standards were established for the guidance of all employees. They are intended to provide examples of types of conduct that are not



permissible. They should not be considered an all-inclusive list. Department policies must be followed in conjunction with these policies.

- c. Employees are required to report to their Department Director and the Human Resource Director any event that prevents or interferes with their ability to complete their job duties or to be eligible for a vehicle allowance, regardless of whether the event occurred at work. For example, if an employee is required to have a professional license or certification for their position, the employee is required to report if their license or certification expires or is denied, suspended, or revoked by the licensing entity. Likewise, an employee who is required to have the ability to operate a vehicle for the City must report if their driver license expires or is denied, suspended, or revoked by the Driver License Division. Or similarly, if an employee handles money or involved with the finances for the City, the employee must report if they have been charged with theft, embezzlement, or other similar crimes of dishonesty.

6-06 (2) **Standards of Conduct** - The following are violations of *Midvale City's Standards of Conduct* that are extremely serious and justify discipline, up to and including termination, without regard to the employee's length of service or prior record of conduct. The list should not be considered all-inclusive. They include but are not limited to:

- a. Disclosing confidential City, employee, or citizen information to anyone without prior authorization.
- b. The unauthorized removal, destruction, falsification, intentional release of, or alteration of City records or documents such as, but not limited to, the employment application, drug or alcohol testing, or any other official or confidential document.
- c. Being convicted of a felony, a class A misdemeanor, or as class B misdemeanor including DUI, theft, fraud, robbery, identify fraud, and offenses against the administration of government (i.e. false records, destroying records,) etc or any other infraction as determined by the City.
- d. The loss of a CDL, driver license, professional license, or any other professional requirement necessary for an employee's position.
- e. Theft of any kind.
- f. The gross negligent destruction, abuse, damage of Midvale City property or the property of its employees.



- g. Conduct detrimental to the City.
- h. The distribution, possession, consumption, purchase, sale, or manufacture of intoxicants or illegal substances or reporting to work under the influence of such intoxicants or illegal substances.
- i. Being under the influence of prescription drugs that can interfere with their ability to safely perform their job, operate machinery, or City vehicles in a safe manner.
- j. Disorderly conduct while performing essential functions of my job, including, but not limited to, threatening, intimidating, fighting, coercing, sexually harassing, or physically assaulting City personnel, visitors, or citizens.
- k. Insubordination, disrespectful behavior towards a manager or supervisor, or the refusal to obey a legitimate directive from the supervisor or designated supervisor (not to be confused with the employee's inability to perform the job).
- l. Failure to report for duty or unauthorized absence.
- m. Dishonesty, deceit, or fraud.
- n. Failure to adhere to the Municipal Officers' and Employees' Ethics Act.
- o. Excessive absenteeism and/or tardiness. Failure to use proper call-in procedure for reporting absences.
- p. Any violation of any City or departmental policies or procedures including, but not limited to the Sexual Harassment, Harassment, Bullying, and Discrimination Policy, the Alcohol/Drug Free Workplace policy, the Tobacco-Free Workplace policy, and the Violence-Free Workplace policy.
- q. Disregard for safety rules.
- r. Failure to follow specified job instructions.
- s. Failure to work harmoniously with other employees.
- t. Unauthorized solicitation on City premises.
- u. Creating or contributing to unsanitary conditions.



- v. Unauthorized operation of tools, machinery, or equipment.
- w. Gambling on City premises.
- x. Failure to report an injury or accident.
- y. Unauthorized sleeping on the job during work hours or leaving work early without permission.
- z. Failure to maintain production and performance standards.
- aa. Repeated violation of rules and procedures.
- bb. Any conduct which reflects negatively on the character of the employee or the City.
- cc. Non-exempt employees working unauthorized overtime.
- dd. Knowingly or recklessly violating a law while acting as an employee of the City.
- ee. Excessive or unauthorized personal use of City-owned equipment.
- ff. Engaging in political activity during work hours or using City-owned equipment for political activity.
- gg. Failure to report any event that prohibits or interferes with the ability to complete job duties.

6-06 (3) **Disciplinary Action** - Disciplinary records are those official notices, letters, warnings, and other records provided to an employee informing the employee of disciplinary action. All disciplinary action must be reported to Human Resources. The following are not to be deemed a progressive disciplinary scheme or system. Depending upon the nature and severity of an employee's action, the City reserves the right to impose disciplinary action, up to and including termination, on a first offense depending on the nature and severity of the improper conduct. Supervisors, managers, Department Directors, and other authorized personnel may choose one or more of the following disciplinary actions:

- a. **Verbal Warning** - A verbally communicated warning to an employee by a supervisor for a work performance deficiency or a violation of a City standard or policy. A verbal warning is documented in writing in the employee's personnel file. The supervisor must provide the documentation to the Human Resource Director.



- b. **Written Warning** - A formal written notice to an employee by a supervisor for disciplinary purposes that outlines work performance deficiencies and/or violations of City standards or policies. The written warning may require corrective action indicated by a timeline for improvement. Copies of the written warning will be provided to the employee and Human Resources and will be placed in the employee's personnel file.
- b. **Performance Improvement Plan (PIP)** - Upon the failure to meet performance or behavior expectations, the employee's supervisor, in collaboration with Human Resources, will create a detailed PIP that includes specific, measurable, achievable, relevant, and time-bound (SMART) goals. The plan will also outline the support and resources available to assist the employee. The PIP will have a defined timeline during which the employee is expected to demonstrate improvement. If the employee fails to meet the objectives outlined in the PIP, further disciplinary actions, up to and including termination, may be considered. The specific consequences will be outlined in the PIP. The employee is required to sign the PIP as an acknowledgement of receipt and understanding. If the employee refuses to sign, the supervisor and a witness will document the refusal. Copies of the Performance Improvement Plan will be provided to the employee and Human Resources and will be placed in the employee's personnel file.
- c. **Final Written Warning** - A final written warning is a warning provided by a Department Director, in collaboration with Human Resources, to an employee that describes specific performance- or behavior-related conduct that will not be tolerated again. If the employee engages in any of the specified prohibited conduct again, it will result in their termination. The employee is required to sign the final written warning as an acknowledgement of receipt and understanding. If the employee refuses to sign, the Department Director and a witness will document the refusal. Copies of the final written warning will be provided to the employee and Human Resources and will be placed in the employee's personnel file.
- d. **Suspension** - An employee may be suspended from work without pay for up to 30 days (300 hours) by a Department Director. For any suspension or more than two days (20 hours), the City shall first conduct a pre-disciplinary hearing as outlined in Section 6-06 (4), except for at-will and probationary employees.
- e. **Demotion** - An employee may be demoted by a Department Director to a lower-grade position with or without a reduction in pay or with an



in-grade pay reduction. If the demotion is also an involuntary transfer to a position with less remuneration, the City shall first conduct a pre-disciplinary hearing as outlined in Section 6-06 (4), except if the employee is at-will or probationary or if the demotion is a result of a layoff, reorganization, or other non-disciplinary reason.

- f. **Transfer** - An employee may be transferred to another position within a department by a Department Director. An employee may be transferred to another position in a different department within the City with approval of the City Manager. If the transfer is an involuntary transfer to a position with less remuneration, the City shall first conduct a pre-disciplinary hearing as outlined in Section 6-06 (4), except if the employee is at-will or probationary or if the transfer is the result of a layoff, reorganization, or other non-disciplinary reason.
- g. **Termination** - A full-time employee may be terminated by a Department Director after consultation with the Human Resources Director, the City Attorney, and the City Manager or their respective designees. The City shall first conduct a pre-disciplinary hearing as outlined in Section 6-06 (4), except if the employee is at-will or probationary or if the termination is the result of a layoff or reorganization. At-will and probationary employees may be terminated at the discretion of Department Directors after consultation with Human Resources. A pre-disciplinary hearing is not required.

6-06 (4) **Pre-Disciplinary Hearing** - Whenever a full-time employee, who is not an at-will or probationary employee, is subject to possible suspension without pay for more than two days, demotion, or involuntary transfer from one position to another with less remuneration, or termination (except as a result of a layoff, reorganization, or other non-disciplinary reason), a pre-disciplinary hearing shall be held prior to imposing disciplinary action either in person or virtually at the City Manager's discretion.

- a. The employee shall be given written notice of the hearing prior to the hearing, which will include an explanation of the charges against the employee and notice that discipline, up to and including termination, will be considered.
- b. The pre-disciplinary hearing shall be conducted by the employee's Department Director or designee for the purpose of allowing the employee to respond to the charges and present information the employee believes is relevant to the decision.
- c. A decision as to the disciplinary action to be taken, if any, shall be made by the Department Director or designee, and the employee shall be



notified in writing within five working days after the hearing. This written notification shall include:

- i. The grounds for disciplinary action;
 - ii. Any disciplinary action to be imposed;
 - iii. The effective date and duration of the disciplinary action;
 - iv. Any required corrective action necessary for the employee to avoid further disciplinary action; and
 - v. Notice and a copy of the post-disciplinary hearing process outlined in Section 6-06 (5), if the imposed disciplinary action is termination, a suspension of more than two days, or demotion or involuntary transfer from one position to another with less remuneration.
- d. **Waiver of Pre-Disciplinary Hearing** - An employee may waive the right to a pre-disciplinary hearing. Such waiver must be in writing, signed by the employee, and specifically acknowledge that the employee has received a copy and read the requirements of Section 6-06 (5) accepts the proposed discipline, and acknowledges that the waiver also applies to the right to appeal to the Appeal Board.

6-06 (5) **Appeal Board (pursuant to Utah Code Annotated §10-3-1106)**

- a. A full-time employee who is not appointed, at-will, or probationary employee, may use the post-disciplinary hearing process. Appeals to the appeal board or hearing officer shall be taken by filing written notice of the appeal with the City Recorder within ten calendar days of receipt of the notice of the imposition of qualifying discipline (suspension of more than two days), demotion or involuntary transfer from one position to another with less remuneration, or termination, except if the action is the result of a layoff or reorganization).
- b. The appeal board shall consist of an appointed hearing officer appointed by the Mayor with the advice and consent of the City Council.
- c. **Exhaustion of Internal Grievance Procedures** - The City designates the appeal board or hearing officer as the only internal post-disciplinary appeal procedure for terminations, suspensions without pay for more than two days, demotions or an involuntarily transfer from one position to another with less remuneration.



d. **Appeal Hearing Process**

- i. The employee shall be entitled to appear in person before the appeal board or hearing officer and to be represented by counsel (at the employee's expense), to have a hearing open to the public, to confront the witnesses whose testimony is to be considered, and to examine the evidence to be considered by the Appeal Board.
- ii. The appeal board or hearing officer determines the admissibility of evidence and its use. Further, the appeal board or hearing officer is not bound by the rules of evidence and may consider any evidence it determines relevant to the matter.
- iii. The City Recorder records each session, except for the appeal board or hearing officer's deliberations.
- iv. The City Attorney or designee represents the City's interests.
- v. The standard of review for upholding the disciplinary action is substantial evidence. The City has the burden of establishing the factual basis underlying the disciplinary decision and the reasonableness of that decision. The appellant challenging a disciplinary action has the burden of demonstrating its unreasonableness.
- vi. The appeal board or hearing officer may establish hearing procedures consistent with Utah Code Annotated §10-3-1106 and may modify those procedures at the hearing as may be equitable and conducive to a determination of the issues.

e. **Decision of Appeal Board Hearing**

- i. Each decision of the appeal board or hearing officer shall be by secret ballot.
- ii. Each decision of the appeal board or hearing officer shall be certified to the City Recorder no later than 15 days after the day on which the hearing is held; however, for good cause, the Appeal Board may extend the 15-day period to a maximum of 60 calendar days, if the employee and the City both consent.
- iii. Upon reaching a decision, the Appeal Board or hearing officer shall issue the decision. A decision is issued when it is signed



and dated by the appeal board or hearing officer and certified with the City Recorder. The City Recorder shall distribute the certified decision to the employee, the City Manager, the Human Resources Director, the City Attorney, and the Department Director.

- iv. If the appeal board or hearing officer does not uphold the suspension, demotion or termination, the Board shall provide in its order:
 - 1. the employee shall receive the employee's salary for the period of time during which the employee was discharged or suspended without pay less any amounts the employee earned from other employment during this period of time; or
 - 2. the employee is paid any deficiency in salary for the period during which the employee was demoted or involuntarily transferred to a position of less remuneration.
- v. Any final action or order of the appeal board or hearing officer may be submitted for review by either the employee or the City to the Utah Court of Appeals by filing a petition for review no later than 30 days from the date of the issuance of the final action or order of the appeal board or hearing officer by filing with that court a petition for review.

6-07 EMPLOYEE GRIEVANCE PROCEDURES

- 6-07 (1) **General Policy** - A grievance is defined as a complaint made by a City employee of a decision or action taken by the City that affects an employee's working conditions, except disciplinary action. For example, a grievance may be filed regarding such decisions or actions such as performance evaluation, a job or task reassignment, or a change in schedule or a health/safety concern. All employees have the right to file a grievance.

Disciplinary action appeals shall be handled consistent with the Employee Disciplinary policy (Section 6-06).

- 6-07 (2) **Informal Grievance Process** - The grievant and the immediate supervisor shall make every effort to resolve the grievance at the lowest level of supervision. Thus, the grievant shall attempt to discuss the grievance within ten calendar days with the immediate supervisor. The immediate supervisor then has ten calendar days to present a decision before resorting to the Formal Grievance Process.



- 6-07 (3) **Formal Grievance Process** - The following process shall be followed in processing grievances made by City employees. If at any step the City fails to respond within the allotted time period, such failure shall constitute a denial, and the employee may move to the next step in the process. Failure of the grievant to meet any of the specified deadlines shall constitute a withdrawal and waiver of the grievance. Probationary employees may not initiate a grievance procedure after termination of employment during the probationary period.
- a. **Step One** - The grievant shall present the formal grievance in writing to his/her immediate supervisor within ten business days from the result of the informal grievance procedure. The written grievance should include, at a minimum, the date, description of the decision or action in question and the remedy sought. The employee's immediate supervisor shall respond to the employee's grievance in writing, detailing the decision and including a copy of this policy, within ten business days of receipt of the grievance.
 - b. **Step Two** - If the employee is not satisfied with the response of the immediate supervisor, the employee may submit a written grievance to his/her Department Director within ten business days of the immediate supervisor's response. The Department Director shall respond to the employee's grievance in writing, detailing the decision and including a copy of this policy within ten business days of receipt of the grievance.
 - c. **Step Three** - If the employee is not satisfied with the response of the immediate Department Director, the employee may submit a written request to the City Manager within ten business days of receipt of the Department Director's response. The City Manager or designee shall respond to the employee's grievance in writing, detailing the decision, within ten business days of receipt of the grievance. The decision of the City Manager is final and not appealable.
- 6-07 (4) **Representation** - An employee may not be represented at any Step One grievance discussion with the supervisor. The employee may be represented by legal counsel at any Step Two or Step Three discussion, subject to any conditions imposed by the Department Director, City Manager, or the City Manager's designee.
- 6-07 (5) **Documentation** - Copies of all grievances and responses shall be forwarded to the Human Resource Department for filing upon receipt of issuance.



- 6-07 (6) **Retaliation** - Employees who file a grievance in good faith may not be retaliated against for filing the grievance.
- 6-07 (7) **Failure to Appear** - An employee's failure to appear for any scheduled meeting without notification will constitute a withdrawal and waiver of the grievance.

SECTION 7- FINANCIAL POLICIES & PROCEDURES

7-01 PROCUREMENT POLICY

- 7-01 (1) **General Policy** - Midvale City shall comply with all applicable federal laws and regulations, state laws, and City ordinances and resolutions regarding the procurement of goods, services, and contracts. A complete copy of the City purchasing policy may be obtained from the City website at Midvale.Utah.gov, Title 3, Chapter 3.02 – Procurement. For further information, contact the Administrative Services Department.
- 7-01 (2) **Credit Cards** - City credit cards shall be used for official City business only and all use shall comply with the City's purchasing policy.

7-02 PURCHASING CARD POLICY

- 7-02 (1) **Purpose** - The purpose of the Purchasing Card Program is to establish a more efficient, cost-effective method of purchasing and paying for small-dollar transactions by using a purchasing card. The program is designed to replace a variety of processes including petty cash and small dollar check requests.
- a. This program is not intended to avoid or bypass the established procurement ordinance or payment policies. Rather, the program is intended to complement the existing processes already at work within the City.
 - b. All cards are issued at the request of your supervisor. Card usage may be audited and/or rescinded at any time. **YOU MAY ONLY USE THE CARD WHEN AUTHORIZED!**
 - c. This policy provides the guidelines under which you may utilize your purchasing card. Please read it carefully.
 - d. Record keeping will be essential to ensure the success of this program. You must submit receipts for your protection as well as the monthly reconciling requirements.



- e. Finally, remember that you are committing City funds each time you use the purchasing card. This is a responsibility that cannot be taken lightly.

7-02 (2) **General Information**

- a. Under special circumstances items may need to be purchased that are over the transaction limit, which is generally \$1,000. On those occasions, a requisition for a P.O. must be submitted and approved prior to the purchase. After the requisition is submitted and approved, the Purchasing Card Administrator will increase the card's transaction limit temporarily to allow the purchase.
- b. The purchasing card is not intended to replace the current travel and entertainment policy.
- c. The purchasing card may be used for in-store purchases as well as purchases by mail, phone, fax, or the internet. Use of the card does not relieve the cardholder from complying with Federal, State or City regulations that are applicable.
- d. You are responsible for the security of your card and the transactions made with the card. The card is issued in your name, and it will be assumed that any purchases made with the card will have been made by you.
- e. The purchasing card is to be used for business purposes only. It may NOT be used for personal transactions. If a personal transaction is made, repayment in full to the City must be made immediately. In addition, a penalty of an amount equal to 50% of the personal transaction must be paid to the City. You may appeal the penalty if you feel you have a good reason to do so. Appeals should be presented to the City Manager.
- f. Use of the card in a manner not in accordance with the guidelines established in this policy may result in revocation of the card and disciplinary action up to and including termination.

7-02 (3) **Cardholder Responsibilities** - It is the cardholder's responsibility to confirm that sufficient funds or budget amounts are available for use prior to making a purchase.

- a. The purchasing card may be revoked for any of the following reasons:



- i. Personal purchases;
- ii. Unauthorized purchase of restricted items or from restricted vendors;
- iii. The cardholder allows the card to be used by another individual;
- iv. The cardholder makes a purchase for another individual;
- v. The cardholder splits a purchase to circumvent a purchase limit;
- vi. The cardholder accepts cash for returns, sales tax payments, credits, or disputed items;
- vii. The cardholder fails to enter purchases and upload receipts on the Purchasing Card website in a timely manner;
- viii. The cardholder fails to get receipts; or
- ix. The cardholder fails to comply with the procurement ordinance or Purchasing Card Policy.

b. The cardholder shall take reasonable precautions with the purchasing card. These include, but are not limited to the following:

- i. Reasonable safeguarding of the card and protection against loss, theft, or unauthorized use;
- ii. Keep the card in view when you give it to a clerk, and get it back promptly;
- iii. Don't sign a blank receipt;
- iv. Draw a line through blank spaces above the total when signing receipts;
- v. Destroy all carbon copies and voided receipts;
- vi. Never give your card number over the phone unless you are dealing with a company that you are sure is legitimate;
- vii. Never leave your card or receipts out where anyone can copy them or pick them up; and
- viii. Don't allow card information to be saved or stored on websites when making purchases online.

7-02 (4) Examples of When the Purchase Card May Be Used:

- a. Subscriptions, seminars;
- b. Hotel;
- c. Car rental;
- d. Miscellaneous maintenance requirements;
- e. Office supplies;
- f. Computer supplies, software (with approval from Information Services);
- g. Computer hardware (with approval from Information Services);



- h. Automotive repair (reserved for Fleet and selected departments); and
- i. Postage.

7-02 (5) Examples of When the Purchasing Card May Not Be Used:

- a. Any item that requires a competitive process as specified in the City procurement ordinance;
- b. Inappropriate use of City funds;
- c. Capital expenditures; or
- d. Personal purchases.

7-02 (6) Built-in Restriction

- a. Each card will be assigned an individual credit limit and transaction limit based on previous purchasing activity. If you find over time that the limit is too low to accommodate your purchasing requirements, please contact the Purchasing Card Administrator to re-evaluate your limit. The Purchasing Card Administrator may seek the approval of your supervisor prior to increasing the limit.
- b. Some supplier's Merchant Category Code (MCC's) codes have been "blocked" from usage in the program. If you present your card to any of these suppliers, the transaction will be declined. It is likely that any supplier you currently utilize as a source for products will accept your card. If you are declined and feel the decline should not have occurred, call or email the Purchasing Card Administrator with the information. The Purchasing Card Administrator will contact Zions Bank Customer Service to determine if you were declined because of merchant blocking or exceeding the monthly credit limit or single-purchase limit imposed on your card.

7-02 (7) The Purchasing Card Website

- a. The Purchasing Card website becomes an ongoing record of information regarding transactions made on your card. You are required to keep the website updated by entering purchases and uploading receipts in a timely manner. For each purchase, you must enter an appropriate GL account, vendor name, and vendor code. Also, adequate descriptions for each purchase must be entered. Occasionally, a generic description will automatically populate the description box. This description is generally insufficient or inaccurate and will need to be updated with correct information.



- b. The website allows management to review the types of goods purchased on the card and determine where the card is being used. It also provides a record of activity enabling you to reconcile your monthly Purchasing Card Statement. In addition, the receipts retained on the website provide the documentation necessary should there be an audit.
- c. All purchases must be approved by your supervisor or Department Director. Supervisors and Department Directors have the ability to approve purchases on the website.

7-02 (8) Always Record Each Transaction Completed By A Purchase Card - On the website, record the date of the transaction, the vendor's name and code, the GL account charged, the merchandise purchased, the dollar value of the sale, and upload a copy of the receipt. A separate entry is required for each purchase.

7-02 (9) Reconciliation and Payment - The Purchasing Card Program carries corporate, not individual, liability. Invoices will be paid by the City's Accounts Payable staff. You will not be required to pay your Monthly Statement using personal funds. The program does not impact your personal credit rating in any way.

7-02 (10) Retain All Receipts for Goods and Services Purchased

- a. If you purchase via phone, fax, mail, e-mail, or other electronic means, ask the supplier to include an itemized receipt with the goods when the product is shipped to you. This itemized receipt is the only original documentation specifying whether or not sales tax has been paid. Also, the receipt will be used for auditing purposes.
- b. Accounts Payable will receive a statement for each cardholder identifying all transactions made with the card during the billing cycle. The statement must be reconciled with transactions entered on the Purchasing Card website along with the uploaded receipts for accuracy. You are required to ensure purchases are entered and receipts are uploaded on the website in a timely manner. This will facilitate and expedite the reconciliation process for Accounts Payable. If purchases are not entered in a timely manner, your purchasing card may be revoked.
- c. Activity on the statements may be audited at any time by the City's Accounts Payable staff or the Program Administrator.

7-02 (11) If Your Records Don't Agree with Your Statement



- a. There may be occasions when items on your statement do not correlate with the entries submitted to the website or your retained receipts. You may not have made the transaction, or the amount of the transaction may be incorrect, or you may have a quality or service issue. In these circumstances, contact the supplier involved to try to resolve the error. Also, inform the Purchasing Card Administrator of the transaction and that it is pending resolution.
- b. If you are not able to reach an appropriate resolution with the supplier, contact Zions Bank Customer Service to dispute the charge. Zions Bank Customer Service will inform you of the steps that must be taken to appropriately dispute the charge. It is your responsibility to ensure this is done properly and in a timely manner. If needed, contact the Purchasing Card Administrator for help to dispute a charge.

7-02 (12) **Lost or Stolen Cards**

- a. The Purchasing Card is the property of Midvale City and should be secured just as you would secure your personal credit cards. If your card is lost or stolen, notify the Purchasing Card Administrator and contact Zions Bank Customer Service immediately!
- b. Upon notification of your lost or stolen card, further use of the card will be blocked. Prompt action in these circumstances can reduce the City's liability for fraudulent charges.

7-02 (13) **Card Cancellation** - Upon termination of an employee, it is the responsibility of the supervisor to notify the Purchasing Card Administrator immediately.

7-02 (14) **Sales and Use Tax**

- a. Midvale City is a tax-exempt organization. When making purchases with your card, ensure sales tax is not charged. Some vendors may require a copy of the City's tax-exemption certificate in order to avoid sales tax. Be prepared to provide a copy if needed. We realize that occasionally sales tax cannot be avoided. However, these transactions should be infrequent and avoided if possible.
- b. Should you have additional questions regarding the payment of sales tax, please contact the Purchasing Card Administrator.

7-02 (15) **Suppliers Who Do Not Accept the Card** - Although we do not endorse Visa or any of its associated banks specifically, we encourage suppliers to become involved in the Midvale City's Purchasing Card Program so that cardholders can use the Program and the City can benefit from available rebates.



7-02 (16) Summary

- a. Suppliers are paid within three days of your business transaction. Please indicate to suppliers that you do not wish to be invoiced, as an invoice could result in duplicate payment. However, you should always request an itemized receipt.
- b. The Program is designed to be simple and easy to use, providing you with the materials needed to perform your job more quickly and efficiently. However, appropriate controls must also be maintained to ensure the ongoing success of the program.
- c. We ask you to exercise good judgment and act responsibly when using your purchasing card. The purchasing card is issued in your name, and all activity will be assumed to have been incurred by you. We ask you to maintain your Purchasing Card Log accurately and always retain your receipts!
- d. In addition, random audits of card activity and/or retention of receipts may be conducted. Consequences, ranging from suspension of cards to termination of employment, will be invoked for improper use of the program.
- e. Your feedback regarding this Program is important! You are testing a new concept and the procedures developed for our City. We need to know if you have issues or concerns, and we welcome suggestions for improvement.
- f. We continue to improve the way we conduct business. Your use of this Program in conducting your daily business can help us make significant changes in eliminating a variety of manual transactions. If you have any questions about the Program or need additional information, please contact the Purchasing Card Administrator.
- g. Appropriate transaction descriptions, vendor names and codes, and GL accounts must be entered on the website and transactions must be approved by your supervisor or Department Director.
- h. Do not share your purchasing card with other departments except in case of emergency.
- i. The assignee of the card is responsible for securing the card.



- j. The Purchasing Card Administrator reserves the right to require training or to revoke the card at any time.

7-03 SCRAP METAL POLICY

7-03 (1) **General Policy** - Scrap metal is an asset to Midvale City, and its disposal is subject to the same business practices that govern the disposal of all other City surplus assets. Scrap metal will be collected and recycled to the maximum practical extent. Whenever possible, revenue will be generated from the disposal of scrap metal and credited to the appropriate fund. Scrap metal is defined as any metal no longer necessary to City operations, including but not limited to: iron, steel, aluminum, brass, and copper.

7-03 (2) **Sale/Disposal Process**

- a. All City employees are responsible for depositing scrap metal in a secure location at Public Works (to be determined by the Department Director). Periodically, the Public Works Director shall determine whether or not the scrap metal has commercial value. If not, the scrap metal should be disposed of properly.
- b. The Public Works Department may utilize contractors and/or auction for the removal of scrap metal. Selection of process will be based upon what is deemed to be in the best interest of the City. When possible, quotes should be obtained, with the award being made to the vendor who provides the highest bid for the scrap.
- c. In some cases, this may also require removal from the City's site. Quotes are to be obtained from vendors who by definition are in the general business of purchasing scrap metal.
- d. Only checks from the vendor shall be accepted for the payment of scrap metal. On no occasion may cash be accepted for the sale of surplus metal. In accordance with the State's Money Management Act, checks must be deposited with the City Treasurer within three days of receipt.



SECTION 8 – SAFETY & RISK MANAGEMENT

8-01 RISK MANAGEMENT PHILOSOPHY

- 8-01 (1) **General Policy** - It is the philosophy of Midvale City to reduce the potential loss from exposures through sound risk management practices in all City, department, and individual employee activities. Within the constraints of the budget and the City's obligation to provide certain public services, City risk management and safety practices will reflect a strong consideration for the safety of employees and the public.

Midvale City will be aggressive in risk identification. All existing operations, programs, equipment, and facilities of the City shall be evaluated on a regular basis to determine potential risk. Employees shall report any identified risks to their immediate supervisor. In addition, employees shall report any potential hazards, damaged or missing signs, or other possible risks immediately to their supervisor.

- 8-01 (2) **Department Responsibility for Risk Management and Safety** - Each Department Director is responsible for implementing risk management programs required by the City insurance carriers, the City Risk Committee, and the City Manager to protect the health, safety, and welfare of the City employees and public; prevent financial losses and reduce insurance premiums; conduct the affairs of the department to reduce insurance premiums and to reduce the potential for claims and lawsuits against the City. Each Department Director will develop and maintain policies and practices designed to meet the particular risk management needs of the department.

- 8-01 (3) **Individual Responsibility for Risk Management and Safety** - Individual employees shall take responsibility for their own safety as well as the safety of other employees, citizens, and property. Employees shall abide by reasonable safety precautions and exercise due care while on the job. Adequate training, appropriate supervision, reasonable scheduling, proper equipment and other management tools should be utilized by the department and followed by each individual employee to create a safe working environment. Individual employees are responsible to immediately report to their supervisor any potential hazards likely to cause an accident and should be forthcoming in identifying and bringing to the attention of supervisors and their Department Director, safety concerns that cannot be addressed and resolved by the individual employee. Additional safety precaution are as follows:

- a. Employees must have proper training and licensing required to operate any type of power equipment.



- b. Employees must use proper protective 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. Employees must also adhere to additional department policies.
- d. Defective equipment will be reported immediately.
- e. In all work situations, safeguards required by State and Federal Safety Orders will be provided and followed.
- f. Seatbelts must be worn at all times while operating a City vehicle or a personal vehicle while conducting City business. Employees found not wearing their seatbelts are subject to disciplinary action.
- g. Due to the potential risk, employees are prohibited allowing citizens, guests, or family members in or around inherent dangerous work areas.
- h. All employees are required to comply with the City's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made in regard to the employee's immediate employment situation.

8-02 ACCIDENT/INCIDENT REPORTING - All job-related accidents or incidents, regardless of severity, personal or vehicular, shall be reported immediately to the Human Resource Director and the applicable supervisor or Department Director.

8-02 (1) Accident with Injury - When injured while on duty, **an employee must:**

- a. Call 9-1-1 and their supervisor immediately. If the immediate supervisor is unavailable, contact the Department Director even if the accident occurs after normal work hours.
- b. When safe to do so, remain at the accident scene until the police or supervisor approves your departure.
- c. Immediately obtain necessary treatment. The City recommends the employees initially seek medical treatment at an approved medical facility if possible. Names and locations of approved medical facilities may be obtained from the Human Resource Department.



- d. Submit to a drug test if determined necessary according to the drug testing policy located in Section 6-03. Supervisor or Department Director is required to drive the employee to get a drug test.
- e. **Upon request, obtain a medical release form signed by a doctor and submit copies to the Human Resource Department and supervisor.**
- f. Report to work as permitted by the medical release form.
- g. Detail the job-related injury on forms prescribed by the Utah Labor Commission and the City. These forms must be completed within three days following the incident causing the injury and submitted to the Risk Manager.

8-02 (2) **Accident with NO Injury** - When involved in a vehicle accident, but not injured, **an employee must:**

- a. Call 9-1-1 and their supervisor immediately. If the immediate supervisor is unavailable, contact the Department Director even if the accident occurs after normal work hours.
- b. Remain at the accident until the police or supervisor approves your departure.
- c. Collect necessary contact and insurance information from any others involved in the accident.
- d. Submit to a drug test if determined necessary according to the drug testing policy located in Section 6-03. The employee's supervisor or Department Director is required to drive the employee to get a drug test.

8-02 (3) **Claims, Lawsuits, & Liability** - An employee who becomes aware of any occurrence, which may give rise to a lawsuit, who receives a notice of claim, or is sued because of an incident related to his or her employment, shall give immediate notice to his or her supervisor, the Department Director, the Risk Manager, and the City Attorney.

- a. An incident report must be completed for any alleged injury or damage to persons or property involving a City official, employee, volunteer, or equipment or any such event occurring on City property. Such report will be submitted to the City Manager with a copy sent to the City Attorney and City Recorder.



- b. Pictures must be taken at the scene and submitted with the incident report.
- c. No official or employee shall admit or indicate in any manner that he or she or the City is at fault or has any liability in any incident that may result in a claim or lawsuit. No official or employee shall make any commitments or promises to claimant unless specifically authorized to do so by the City Manager or designee.
- d. The City Attorney will receive and coordinate the resolution of claims and lawsuits made against the City, its officers, employees, or volunteers.

8-03 OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)

- a. Midvale City will post all required OSHA notices in conspicuous places. Employees may obtain additional information regarding OSHA from their Department Director.
- b. If an OSHA inspector arrives on a job site, an employee should contact their Department Director immediately. The Department Director shall make arrangements for any required inspections.

8-04 PROPER USE OF CITY EQUIPMENT & TOOLS

- a. The use of City equipment or tools for private purposes is strictly prohibited.
- b. Employees shall be required to attend training provided by the City; including an explanation of job hazards, safety procedures, and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job description. Employees may attend additional training as approved.
- c. A commercial driver's license (CDL) is required for operators of commercial motor vehicles. No individual shall be allowed to operate such vehicles unless they have a current commercial driver's license in their possession. This license is required pursuant to the Commercial Motor Vehicle Safety Act. Employees must renew their commercial driver's license at five-year intervals.



- d. 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.
- e. Employees using City vehicles shall ensure they are kept clean and serviced according to fleet specifications.

8-05 BUILDING SECURITY

- 8-05 (1) **Distribution of Keys** - As assigned, Department Directors are responsible for distribution of keys, keypad codes, and security access cards to building occupants. Department Directors shall maintain a record of the keys, keypad codes, and security access cards distributed to building occupants. The departments shall not loan out keys, duplicate keys, or distribute keypad codes or security access cards prior to the completion of the key requisition process.
- 8-05 (2) **Employee Responsibility** - Employees shall not loan, duplicate, or transfer keys, keypad codes, or security access cards to City facilities. Such behavior may be grounds for disciplinary action up to and including termination. All keys, security access cards, and security access cards must be returned to the City immediately upon termination of employment.
- 8-05 (3) **Lost Keys** - Any lost keys or security access cards shall be reported to the employee's supervisor and the Department Director immediately.

SECTION 9 – FLEET MANAGEMENT

9-01 VEHICLE USE

- 9-01(1) **Vehicle Use** - City vehicles can only be utilized in connection with City business. All City vehicle and equipment operators shall have a valid Utah driver's license appropriate for the class of vehicle or equipment being driven. Smoking is prohibited in City vehicles. Safe driving practices will be enforced with the use of all City vehicles.
- 9-01 (2) **Authorization to Drive** - To be authorized to drive a City-owned vehicle, an employee or volunteer must possess a valid Utah driver's license for the type of vehicle he or she is operating. An employee may take an assigned vehicle home in an emergency situation upon prior approval from the Department Director.



- 9-01 (3) **Verification of Driver's License Status** - The City will ensure that the driver's license status of all employees is reviewed monthly by the Utah Local Government's Trust.
- 9-01 (4) **Pool Vehicle Use** - Pool vehicles are authorized for use by authorized employees or volunteers who do not have a City vehicle assigned to them and need transportation to conduct City business, subject to availability. All pool vehicle users must have a current valid motor vehicle record on file with Human Resources prior to vehicle use.
- 9-01 (5) **Personal Use** - Personal use of City vehicles is prohibited, except for incidental local use such as taking breaks or meal periods or completing a personal errand that does not require indirect travel.
- 9-01 (6) **Permitted Passengers** - Only authorized employees and volunteers are allowed to ride in City vehicles, except for the purpose of conducting City business or as otherwise authorized by policy. Employee's family members are allowed to ride in City vehicles in a parade as long as the City employee is driving the vehicle. Non-employees shall not be allowed to ride in a City vehicle except for the purpose of conducting City business or with Department Director approval.
- 9-01 (7) **Occasional Approved Use** - Department Directors may grant occasional overnight take home use due to an isolated incident of need because of the lateness of the hour or other circumstances where it is impractical for the user to return a City vehicle at the end of a shift.
- 9-01 (8) **Take Home Vehicles** - City employees MUST live within 30 miles of the City limits in order to take home a City vehicle.

9-02 **DRIVER/OPERATOR DUTIES AND RESPONSIBILITIES**

- 9-02 (1) **Responsibility** - Drivers are responsible for the care and general maintenance of City vehicles under their control or assigned to them. This includes frequent checking of the oil and other fluids, lubrication levels, tire pressure, and prompt reporting of problems. Employees shall not use fuel, oil lubricant, or other liquid additives in the vehicle other than authorized by fleet division. Employees shall not make any unauthorized repairs to a City vehicle. Employees shall not add or remove auxiliary equipment to vehicles without prior authorization of the Public Works Director.



- 9-02 (2) **Cleanliness** - Employees shall keep both the exterior and interior of City vehicles clean. Employees shall not alter the body, general design, appearance, or markings of a City vehicle.
- 9-02 (3) **Mileage** - Each time a City vehicle is refueled using a gas card, the driver/operator will accurately enter odometer/hour meter readings.
- 9-02 (4) **Long Distance Travel** - When an assigned City vehicle is to be used for travel of a distance of 200 miles or more, the employee shall have the vehicle inspected by a fleet mechanic within two calendar days prior to departure to ensure the vehicle is in proper working condition.
- 9-02 (5) **Compliance with Laws** - City employees and volunteers shall drive and park in accordance with all state and local laws. Any citation received shall be the responsibility of the driver.
- 9-02 (6) **Revoked License Notification** - City employees who are authorized to use a City vehicle shall immediately report to Human Resources if his or her driver's license is revoked, suspended, denied, or expires.
- 9-02 (7) **Cell Phone Use** - City employees and volunteers shall not use a cell phone for any purpose while operating a City vehicle, unless engaged in a hands-free mode.
- 9-02 (8) **Idling and Air Quality Consideration** - Drivers will not allow their vehicle to idle excessively, except as required for safety reasons or operation of auxiliary equipment. Emergency vehicles are exempt during emergency situations. Additionally, drivers will be conscientious of air quality, plan the most efficient route, and whenever possible, will limit trips and combine trips to grouping appointments and errands together.
- 9-02 (9) **Locking Vehicles** - Unattended City vehicles shall be locked at all times.
- 9-02 (10) **Abuse or Neglect of Vehicles** - Drivers will not abuse or neglect City vehicles. Abuse or neglect includes but is not limited to:
- a. misusing vehicles;
 - b. exceeding a vehicle's capacity;
 - c. operating vehicles without adequate training;
 - d. allowing others to operate vehicles without adequate training;
 - e. being reckless, careless, irresponsible, or not paying attention while operating vehicles;
 - f. operating with an overheated engine;
 - g. failure to properly observe instrument panel indicator;
 - h. operating with flat or under-inflated tires;



- i. failure to report defects and needed repairs;
- j. driving a vehicle that is in need of repairs;
- k. failure to inspect equipment properly before and after use; and
- l. failure to have a vehicle serviced after receiving notification.

9-02 (11) **Supervisor Responsibility** - Supervisors must know the condition of the vehicles under their direct responsibility. Supervisors must keep in close touch with operators to make sure all equipment is properly cared for and maintained. Supervisors are responsible for:

- a. Periodic audits of inspection reports to make sure the inspections are timely and accurate;
- b. Quarterly inspections of the conditions of vehicles under his/her supervision; and
- c. Keeping a separate inspection report documenting any vehicle problems for audit purposes. The supervisor will discuss any discrepancies with any person who completed an inconsistent report.

9-03 **GENERAL LIABILITY PROVISIONS**

9-03 (1) **City Vehicles**

- a. City vehicles are insured by the City.
- b. Third-party claims are handled by the City's insurer to the policy limits.
- c. Injuries to City employees and volunteers will be handled as worker's compensation claims.

9-03 (2) **Vehicle Allowance for Vehicles Operated on City Business**

- a. Employees receiving a vehicle allowance or using their own vehicle for city business must provide proof of insurance on their vehicles.
- b. Any injury to City employees and volunteers will be handled as a worker's compensation claim.

9-03 (3) **Personal Vehicles**

- a. Personal vehicles shall be insured by the owner.
As part of the hiring process, all employees and volunteers will certify in writing their acknowledgement of their legal obligation to have



state-mandated minimum liability coverage on any personal vehicle they may be authorized to drive on City business.

- ii. Employees are encouraged to review the merits of additional “business use” or higher liability coverage with their insurer.
- iii. Any injury to City employees and volunteers will be handled as a worker’s compensation claim.

b. Personal Vehicle Used with City Mileage Reimbursement - The employee is responsible for all deductibles and first party- and third-party claims.

c. Incidental Use of Personal Vehicle for City Business Without City Mileage Reimbursement

- i. Third-party claims will be handled by the City’s insurer to the policy limits, except for the owner’s deductible.
- ii. Property damage to the personal vehicle is covered by the City to the limit of the City’s deductible.

9-03 (4) **Rental Vehicles** - Employees that rent vehicles for the City’s use are required to purchase the full liability insurance offered by the car rental company.

9-03 (5) **Limitation of Liability** - The City reserves the right to limit insurance coverage and/or worker’s compensation as provided by law, such as actions outside the scope of an employee’s employment.



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MIDVALE CITY COUNCIL STAFF REPORT 7/16/2024

SUBJECT

Consider Ordinance No. 2024-O-20, establishing a temporary land use regulation relating to Chapter 17-7-17, Transit-Oriented Development Overlay Zone (TODO), of the Midvale Municipal Code.

SUBMITTED BY

Adam Olsen, Community Development Director

BACKGROUND AND OVERVIEW

Staff proposes establishing a temporary land use regulation to the Transit-Oriented Development Overlay Zone (TODO) of the Midvale Municipal Code (Chapter 17-7-17). The temporary land use regulation will allow staff to draft amendments to reflect recommendations of the recently approved station area plans for both the Midvale Ft. Union and Midvale Center stations. A key element of the station area plans recommends amending the TODO to allow increased density while providing meaningful mixed-use and activated, open spaces. Amendments will address these items and will affect issues such as setbacks and height, while considering effects on adjacent land uses; providing sufficient buffering measures where needed. In addition, staff will propose areas within the overlay where mixed-use is required as a condition of development; other areas within the overlay encouraging mixed-use as an incentive for increased density.

Staff is in the process of drafting amendments to the TODO. Upon completion, these will be taken to the Planning Commission for recommendation and then to Council for approval.

The temporary land use regulation will allow continued work on the amendments while halting any potential development applications that should be submitted prior to the amendments being finalized. The temporary land use regulation will be in effect for 180 days.

STAFF RECOMMENDATION

Approval of the temporary land use regulation.

RECOMMENDED MOTION

I move that we approve Ordinance No. 2024-O-20, establishing a temporary land use regulation relating to Chapter 17-7-17, Transit-Oriented Development Overlay Zone (TODO), of the Midvale Municipal Code.

ATTACHMENT

Ordinance No. 2024-O-20

MIDVALE CITY

ORDINANCE NO. 2024-O-20

**AN ORDINANCE ESTABLISHING A TEMPORARY LAND USE
REGULATION (MORATORIUM) RELATING TO CHAPTER 17-7-17,
TRANSIT-ORIENTED DEVELOPMENT OVERLAY ZONE (TODO), OF
THE MIDVALE MUNICIPAL CODE.**

WHEREAS, pursuant to Utah Code Annotated Section 10-9a-504 and Midvale Municipal Code Section 17-3-1(F), the Midvale City Council may, without prior consideration of or recommendation from the Planning Commission, enact an ordinance establishing a temporary land use regulation for any part or all of the area within the municipality if the City Council makes a finding of compelling, countervailing public interest; and

WHEREAS, pursuant to Utah Code Annotated Section 10-9a-102, the Midvale City Council is authorized to “enact all ordinances, resolutions, and rules and may enter into other forms of land use controls [...] that the municipality considers necessary or appropriate for the use and development of land within the municipality” in order to “(a) provide for the health, safety and welfare; (b) promote the prosperity; (c) improve the morals, peace, good comfort, convenience, and aesthetics of each municipality and each municipality’s present and future inhabitants and businesses; (d) protect the tax base; [...] and (k) protect property values”; and

WHEREAS, the Midvale City Council recently adopted the Midvale Center and Midvale Ft. Union Station Area Plans, which recommend amending the Transit-Oriented Development Overlay (TODO); and

WHEREAS, the Midvale City Council finds revisions and/or amendments to the overlay are necessary to encourage higher density and mixed-use development; and

WHEREAS, the Midvale City Council is concerned with potential development proposals within the Transit-Oriented Development Overlay (TODO) and rezone requests within said overlay will frustrate the recommendations and station area plans that were adopted; and

WHEREAS, the Midvale City Council wish to provide sufficient time to staff to draft standards that will implement the station area plans and recommendations approved by the City Council; and

WHEREAS, the Midvale City Council believes that the successful implementation of the station area plans and amendments to the Transit-Oriented Development Overlay will “(a) provide for the health, safety and welfare; (b) promote the prosperity; (c) improve the morals, peace, good comfort, convenience, and aesthetics of each municipality and each municipality’s present and future inhabitants and businesses; (d) protect the tax base; [...] and (k) protect property values” of Midvale City and, more specifically, the neighborhoods surrounding the TRAX stations on 7200 South and

7800 South; and

WHEREAS, the Midvale City Council finds that an immediate moratorium on development within the overlay is warranted until such standards and amendments are drafted and adopted by the Midvale City Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Midvale City, Utah as follows:

Section 1. Finding of compelling, countervailing public interest. The City Council incorporates the findings provided in the recitals above. The City Council finds that there is a compelling, countervailing public interest in adopting an ordinance to place a temporary land use regulation (moratorium) relating to Chapter 17-7-17, in order to “(a) provide for the health, safety and welfare; (b) promote the prosperity; (c) improve the morals, peace, good comfort, convenience, and aesthetics of [the] municipality and [the] municipality’s present and future inhabitants and businesses; (d) protect the tax base; [...] and (k) protect property values” of Midvale City.

Section 2. Balancing of Public vs. Private Interests. As outlined in the recitals, the City Council finds that the effect of this temporary land use regulation on owners of private property, whose applications for development projects have not yet vested or who might submit applications for development or rezone requests after the ordinance’s adoption, is outweighed by the public interest in amending the Transit-Oriented Development Overlay within Midvale City.

Section 3. Temporary Land Use Regulation. From the effective date of this ordinance and during the period of this temporary land use regulation, the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval subject to Midvale Municipal Code Chapter 17-7-17 is prohibited.

Section 4. Duration. This temporary land use regulation shall remain in effect for a period of 180 days from the effective date of this ordinance, until the City Council affirmatively repeals this temporary land use regulation, or until the effective date of a City Council action adopting comprehensive revisions to Midvale Municipal Code Chapter 17-7-17 that implement the recommendations of the station area plans, whichever occurs first.

Section 5. Effective date. This ordinance shall become effective immediately upon passage.

PASSED AND APPROVED this 16th day of July 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori Andreason, MMC
City Recorder

Voting by City Council
Bonnie Billings
Paul Glover
Heidi Robinson
Bryant Brown
Dustin Gettel

“Aye”

“Nay”

Date of publication on the Utah Public Notice Website: _____



7505 S Holden Street
Midvale, UT 84047
801-567-7200
www.Midvale.Utah.Gov

MIDVALE CITY COUNCIL STAFF REPORT 7/16/2024

SUBJECT

Consideration of Resolution No. 2024-R-38 Authorizing the Mayor to Complete the Participation Forms on Behalf of Midvale City and Join the New National Opioids Settlement with Kroger

SUBMITTED BY

Garrett Wilcox, City Attorney

BACKGROUND AND OVERVIEW

Midvale City has been approached by the Utah Attorney General's Office about participating in another national opioid settlement. This proposed settlement would resolve opioid litigation between the State of Utah and many of Utah's counties with Kroger. The State and the counties will receive these funds because they provide health services related to the opioid epidemic. Although municipalities will not be receiving any of the settlement funds, they stand to benefit from the additional services and resources provided by the counties and the State from the settlement funds.

The final settlement amount will be determined based on the amount of participation by Utah's political subdivisions. If all counties and cities participate, Utah will receive at least \$44 million to address the epidemic.

In order to maximize the potential settlement amount, Midvale must participate in the settlement. Midvale may participate in the settlement by executing and submitting a provided participation form no later than August 12, 2024. By participating in the settlement, the City will waive all of its rights to individually sue any of the involved companies for opioid epidemic-related issues. Additional information about the settlement can be found at: <https://nationalopioidsettlement.com/>.

Midvale has previously participated in other opioid national settlements in coordination with the Utah Office of the Attorney General. On December 14, 2021, the City Council approved Resolution No. 2021-R-40 authorizing Mayor Hale to register the City in the national opioid settlement with McKesson, Cardinal Health, AmerisourceBergen, Janssen Pharmaceuticals, and Johnson & Johnson. On April 4, 2023, the City Council approved Resolution No. 2023-R-14 authorizing Mayor Stevenson to register the City in the national opioid settlement with Allergan, Teva, CVS, Walgreen's, and Walmart. And on February 20, 2024, this City Council authorized staff to submit a ballot on behalf of Midvale City for the Endo International PLC proposed Chapter 11 Plan of

Reorganization in coordination with the Utah Office of the Attorney General. In each of these instances, the settlement amount available to the State and counties was directly dependent on the number of municipalities who joined the settlement.

STAFF RECOMMENDATION

Staff recommends approval of Resolution No. 2024-R-38 which authorizes the Mayor to complete the participation forms on behalf of Midvale City and join the opioid settlement with Kroger.

RECOMMENDED MOTION

I move that we suspend the rules and approve Resolution No. 2024-R-38 authorizing the Mayor to complete the participation forms on behalf of Midvale City and join the New National Opioids Settlement Agreement with Kroger.

ATTACHMENTS

1. Resolution No. 2024-R-38 Authorizing the Mayor to Complete the Participation Forms on Behalf of Midvale City and Join the New National Opioids Settlement Agreement with Kroger.
2. 2024 New Kroger National Opioids Settlement Participation Document.

**MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-38**

**A RESOLUTION AUTHORIZING THE MAYOR TO COMPLETE THE PARTICIPATION
FORMS ON BEHALF OF MIDVALE CITY AND JOIN THE NEW NATIONAL OPIOIDS
SETTLEMENT WITH KROGER**

WHEREAS, the opioid epidemic has had a devastating effect on communities and individuals throughout the United States including those in Midvale City; and

WHEREAS, multiple settlements have been reached between opioid manufacturers, pharmacy operators, and litigants, including the State of Utah, who have filed claims against opioid manufacturers; and

WHEREAS, the proposed settlement amount is directly affected by the number of political subdivisions that participate in the settlement agreements; and

WHEREAS, the City has not filed suit against any opioid manufacturers but is still eligible to participate in the settlement; and

WHEREAS, in order to participate in the settlement agreements, the City must register with and complete the participation forms for the New National Opioids Settlement; and

WHEREAS, due to the high cost of litigation and the ability to positively increase the settlement amount received, and because the City will benefit from the increased resources provided by Salt Lake County and the State of Utah, it is in the City's best interest to register for the New National Opioids Settlement.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE,
UTAH**

1. The Midvale City Council authorizes Midvale City to join the New National Opioids Settlement with Kroger.

2. The Council authorizes the Mayor to complete the New National Opioids Settlement participation forms on behalf of the City.

3. The City Council further authorizes City staff to participate in settlement discussions and agreements in order to assist those individuals in Midvale City who have been negatively impacted by the opioid epidemic and in order to assist in the prevention of harm from opioid use or abuse.

APPROVED AND ADOPTED this 16th day of July, 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason, City Recorder

(Signatures appear on separate page.)

Voting by the City Council

“Aye”

“Nay”

Bonnie Billings

Paul Glover

Heidi Robinson

Bryant Brown

Dustin Gettel

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Midvale city, UT
Reference Number: CL-798590

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("*Settling Defendant*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because the State of Utah is participating in the Kroger settlement. Your town, city, or county previously participated in settlements with pharmaceutical manufacturers, distributors, and pharmacy chains.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Kevin McLean, Assistant Attorney General, kmclean@agutah.gov, 801-440-4680.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: Midvale city	State: UT
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





7505 S Holden Street
Midvale, UT 84047
801-567-7200
www.MidvaleCity.org

MIDVALE CITY COUNCIL STAFF REPORT 07/16/2024

SUBJECT

Update on Entry Monuments

SUBMITTED BY

Adam Olsen, Community Development Director

BACKGROUND AND OVERVIEW

The Entry Monuments project has been ongoing for nearly a year. In August 2024, the City contracted with Consor to undertake the project with the goal of establishing cohesive, notable, entry monuments along key corridors and in select locations entering the City. Locations for monuments include entry points along main corridors such as State Street, Union Park Ave., and Ft. Union Blvd.; the report including all proposed locations.

In December 2023, Consor presented during work session a colorful arts and cultural option for monument design to Council, having both a primary (horizontal) and secondary (vertical) concept--the primary (horizontal) option for placement in areas with greater space and the secondary (vertical) option for placement in more constrained areas.

Feedback from Council and the public indicated a desire for a slightly muted arts and cultural theme, reducing the number of colors used in the lettering of the monument to create a more cohesive design. Based on that feedback, Consor modified the preferred option to reduce the number of colors and simplify the base of the monument. A final monument design, including the primary (horizontal) and secondary (vertical) concept, is included in the final report. The final design reduces the amount of colors and simplifies the base horizontal and vertical elements. Daytime and nighttime renderings are also provided.

The report also provides prioritization and implementation of entry monuments; the first three monuments being placed at: 1. Jordan River Blvd, 2. State Street north, and 3. S. Union Park Ave. (off-ramp at 215). Estimated cost for placement of these three is roughly \$154,000. The remaining monuments are prioritized with cost estimates.

ATTACHMENT

Final Report-Consor



Midvale City

May 2024

Midvale Entry Points Plan Comprehensive Final Report

Submitted to:

Midvale City
7505 Holden St.
Midvale, UT

Submitted by:

Conсор Engineers
38 E. Scenic Point Dr. Ste. #300
Draper, UT 84020
801-495-4240

31 May 2024

Executive Summary

This project report aims to summarize the Midvale City Entry Points Project, which was designed to provide a sense of arrival to the city while recognizing its historical roots and contemporary importance as a vibrant arts and cultural hub in the Salt Lake Valley. Through strategic placemaking and design strategies, the project aimed to create safe, inviting, and unique spaces for businesses, residents, and guests, showcasing Midvale's rich history and cultural amenities.

The scope of this study included:

- Establishing a unified and consistent design plan for each identified entryway point, including landscape and monument design;
- Designing 30% implementation plans at proposed locations for design and landscape features enhancing the identification of entering the City;
- Establishing a prioritization plan for implementation and construction strategies including a preliminary list of materials and quantities;
- Developing cost estimates for signage and landscaping at each identified location.

By incorporating public art installations, and thoughtful landscaping, the project not only beautified the entry points, but also fostered community pride and engagement, contributing significantly to Midvale City's identity and its role in the regional landscape.



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Project Team

Midvale City

- Adam Olsen, Community Development Director
 - Elizabeth Arnold, Senior Planner
 - Nate Rockwood, Assistant City Manager
 - Laura Magness, Communications Director
-

Conсор

- Mason Bouck, Principal-In-Charge
- Matthew Neeley, Project Manager
- Ashlie Albrecht, Public Involvement Coordinator
- Briam Amaya, Senior Planner
- Aaron Henegar, Planner
- Ankur Choudhary, Landscape Designer

1.0 Introduction

In August 2024, Midvale City contracted with Consor to undertake the Entryway Points Design Plan Project, with the goal of establishing a comprehensive concept for both short-term and long-term entryway designs and landscape themes.



Project Vision and Goals

The project's primary objective was to create a cohesive and aesthetically pleasing visual identity for the city's entry points, reflecting Midvale's historical significance and its contemporary role as a thriving arts and cultural center. In designing for this entry point signage, three main goals were sought:

- To create a distinct design theme, unique to Midvale that could be carried throughout multiple locations within the City.
- To identify the best locations for signage based on visibility, accessibility, and utility/easement impact.
- To prepare cost estimates and timelines for implementation and construction of signage and surrounding landscape.

Background and Context

Midvale City, centrally located in the expansive Salt Lake Valley, covers approximately 5.8 square miles and boasts a population of over 34,000 residents. Despite engaging in various small-scale entryway strategies over the years, the city's effort resulted in scattered signs and monuments at different entry points throughout its boundaries. However, these signs are often small, faded, and fail to make a significant impact along major thoroughfares like State Street, 900 East, 700 East and other key streets leading into Midvale City. Compounding this issue, the existing monuments suffer from varying degrees of disrepair and neglect, collectively contributing to a worn-out and uninspiring atmosphere at critical entry points into the city.

2.0 Existing Conditions

In our existing conditions analysis, we thoroughly examined key factors such as utilities infrastructure, existing easements, land use/zoning requirements, Average Annual Daily Traffic (AADT), surrounding developments (both existing and planned), topography, vegetation, overhead clearance, and overall strengths and weaknesses. This comprehensive approach provided insights into the site's context, potential challenges, and opportunities for strategic



Jordan River Blvd.

Parcel ID: 21261280010000

Acerage: .4 Acres

Owner: Midvale City

AADT: 24,000

The parcel is situated in the Bingham Junction Zone, allowing for a mix of residential, urban, and mixed-use developments. It includes a ten-foot Public Utility Easement on the north edge and a thirty-foot Sanitary Sewer Trunkline Easement on the east side. Adjacent parcels have a Sanitary Sewer Lift Station Easement. Sign placement guidelines specify a three-foot height limit on berms, a three-foot setback from sidewalks and property lines, and monument signs must match the main building materials. The area has little elevation change except towards the west by the Jordan River. Large trees and shrubs are found on the northeast corner. Overhead power lines necessitate buffers and height restrictions. **Overall, the parcel offers good visibility and flat terrain and is owned by Midvale City.**



Center Street

Parcel ID: 21351280180000

Acerage: .2 Acres

Owner: UDOT/PGM LLC.

AADT: 23,000

The site, located within the UDOT ROW, boasts great visibility and flat terrain. It is adjacent to the Jordan River Parkway Trailhead, with a warehouse and solar farm to the south. The area experiences minimal elevation changes, except for a steep hillside to the southeast of the monument location. While there is no prominent vegetation, some young trees are planted nearby. **Although there is an overhead power pole, it does not interfere with the intended sign location. Construction on the site requires obtaining a permit.**



700 W (North)

Parcel ID: 21243510010000

Acerage: .44 Acres

Owner: DRPI LLC.

AADT: 8,700

This site has recently been granted a new 20 FT street right-of-way (ROW) to the Midvale City Corporation along its west boundary, situated in the Clean Industrial Zone (CI). It is positioned west of Canyon Crossing Apartments at Riverwalk, with low-density residential areas to the north and an office building to the south. As one moves eastward across the site, there is a gradual elevation gain. While large trees currently exist near the center of the parcel, they will need to be removed during development. Overhead power poles begin at the northern boundary but should not hinder construction plans. The plat indicates the presence of an existing fence running through the middle of the parcel. **Apart from plans for a JWCD Meter Vault and pipeline installation on the northwest portion, the lot is mostly empty, with no significant overhead clearances to worry about and only 1-2 trees requiring removal due to gradual slope changes.**



Bingham Jct. (700 W South)

Parcel ID: 21354760014002

Acerage: .03 Acres

Owner: Gardner Bluffs LLC.

AADT: 6,100

The site is located within the Jordan Bluffs Zone SubArea, part of a large-scale Master Plan Development, with nearby areas including Sandy City across 700 W and a Sandy City Industrial District to the east. The site features a ten-foot Access Easement on the south side and falls within zoning regulations allowing for residential, commercial, and mixed-use development. Single-Tenant Monument Signs are limited to 45 square feet max and 6 feet max height, with specific placement guidelines.

The terrain is flat with overgrown weeds, and caution is advised regarding the adjacent overhead power line to the east. The Jordan River Pkwy Trail is immediately south of the site, offering good visibility from 700 West and the trail itself. **However, until 700 West is widened, the site is landlocked and will not be directly accessible from the roadway.**



State Street (North)

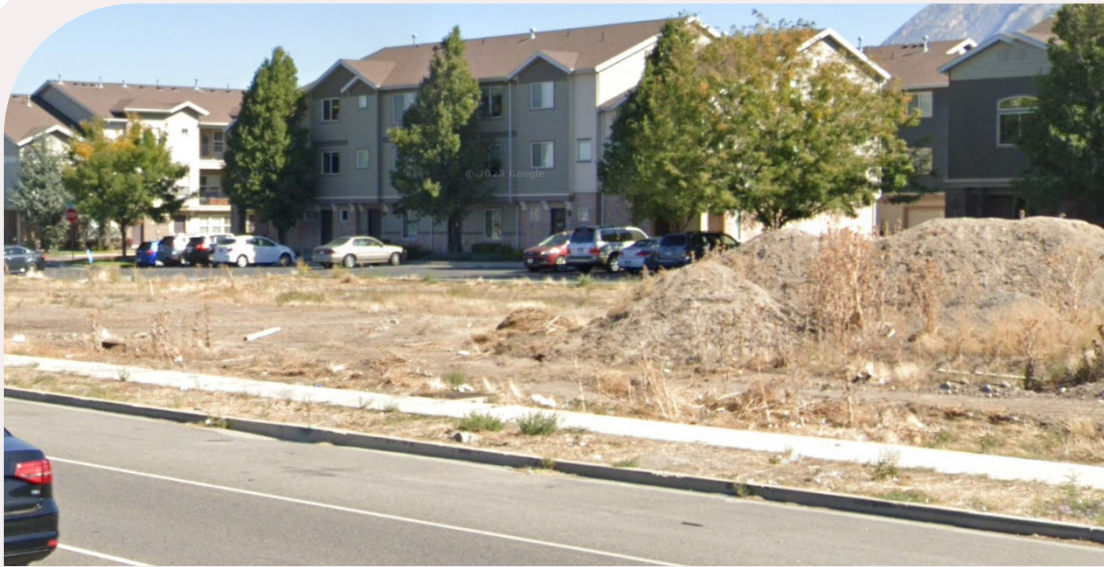
Parcel ID: 221935201500000

Acerage: .04 Acres

Owner: SCMD 15 LLC.

AADT: 28,000

The site is in a Commercial - SS zone and features a light pole and buried communication and gas lines on the east side, under the sidewalk. It is part of a commercial plaza with multiple businesses having their own monument signage nearby, prompting city considerations regarding sign placement distances. The terrain is flat with no significant vegetation, and the surroundings include a parking lot, retaining wall, and one-story buildings on two sides. **Despite being surrounded by various stimuli, signs, and businesses, the site lacks individual prominence due to the busy area and high traffic flow, offering great visibility but blending in with its surroundings.**



State Street (South)

Parcel ID: 22313032350000

Acerage: .6 Acres

Owner: East Town Village Condo Unit

AADT: 23,000

The site falls within the Mixed-Use Zone (MU) and State Street Overlay Zone (SSOZ), allowing a mix of land uses and encouraging vibrant commercial and residential redevelopment along State Street. It features a five-foot widening dedicated to UDOT on the west side and a twenty-foot water easement on the north side. Surrounding the site are residential homes and apartment buildings, with flat terrain and a landscaped area to the north featuring trees, shrubs, and grass. **The site has high visibility and prominence due to its location near State Street and the surrounding residential area, despite being an empty lot with two easements to consider.**



700 East

Parcel ID: 22293040120000

Acerage: .6 Acres

Owner: UDOT

AADT: 24,000

This location, zoned as Single Family Residential Zone-1 (SF-1). Adjacent to the site is the East Jordan Canal to the west and several overhead utilities such as power and communications lines. It has a subsurface storm drain and outfall running beneath the middle of the parcel. Surrounded by low-density, single-family developments on both sides of 700 E, the site is near a neighborhood commercial district and a Planned Unit Development District. The site features a significant ten-foot slope on its western side and overgrown weeds and shrubs along the property line, and an overhead power line crossing the roadway above. A six-foot barbed-wire fence borders the west side, while there is a sidewalk and hardscape “park strip” along the east. **Despite potential grading and slope challenges, the site offers great visibility and experiences relatively low travel speeds, but it contains a substantial amount of hardscape.**



900 East

Parcel ID: 22203030270000

Acerage: .86 Acres

Owner: TFC Plaza LLC.

AADT: 19,000

The site, zoned as Commercial - C1, is heavily cluttered with subsurface utilities including water valves, lines, manholes, electrical, and communication lines. Surrounded by a commercial plaza to the West and North, with a significant commercial presence, the area transitions to residential towards the east and south. The terrain is flat with turf grass and no prominent vegetation. The site is encircled by a parking lot and entrance plaza, offering great visibility despite nearby monument signs and a travel speed of 45mph. **Overall, given the utility complexities and existing signage, other locations will be best suited for placement of future monument signage.**



Fort Union Blvd.

Parcel ID: 22203760344002

Acerage: .22 Acres

Owner: PCCP JSP Springs LLC.

AADT: 11,000

The site, zoned as RM-25 for medium to high-density residential use, is constrained by various underground utilities such as communication lines, gas lines, water lines, and a sanitary sewer line. The site allows for a maximum sign area of thirty-two square feet and a maximum height of six feet. Situated near busy roads the location is surrounded by the Fort Union Shopping Center to the south, townhouses to the west, and an office building to the southeast. There is also a multi-family housing complex to the east/northeast. The site features flat terrain with turf grass and decorative vegetation, although it is constrained by man-made elements such as existing monument signs and underground easements. **The visibility of the monument sign may be hindered by nearby signage, but its location ensures prominence despite the relatively limited space available for development.**



S. Union Park Ave. (I-215 Off Ramp)

Parcel ID: N/A

Acerage: .97 Acres

Owner: UDOT

AADT: 21,000

The site is located in an RM-25 zone, allowing for medium to high-density residential development with specific sign regulations. It features water lines running through the middle and west sides of the property. Surrounded by low-density residential areas to the west and east, the site is also part of a highway off-ramp. The terrain is flat with large and middle-sized trees along the west fence line, and there are minimal utilities present. **The site offers clear visibility and suitable conditions for development within the specified zoning guidelines.**

development and planning.

Existing Conditions Summary

In conducting the existing conditions analysis for multiple sites, we focused on key factors such as utilities infrastructure, land use/zoning requirements, traffic patterns, surrounding developments, topography, vegetation, overhead clearance, and overall site strengths and weaknesses.

This collective approach allowed us to gain a comprehensive understanding of each site's context and potential challenges or opportunities for development. By considering these factors across all sites, we were able to identify common themes and trends, informing strategic decision-making.

3.0 Design Development

The Design Development Process is a crucial stage in any project's lifecycle, and it involves several key steps and considerations. One essential aspect to highlight is that the design iterations evolved through a series of phases, beginning with a kick-off meeting where project goals, objectives, and initial concepts were discussed and outlined. Subsequently, an iterative design process ensued, involving multiple design workshops, discussions, and refinements based on feedback and input from stakeholders, including engagements with Midvale City, council members and public feedback obtained through various channels such as social media platforms and an online survey.

Throughout these stages, the design team collaborated closely with stakeholders to ensure that the design solutions aligned with project requirements, community needs, and aesthetic considerations. Regular presentations and updates were provided to city council members to gather insights, address concerns, and receive approvals at key milestones. This collaborative approach allowed for a well-informed and inclusive design process, resulting in the development of final design displays that were presented to the city council for review and approval.

Project Kickoff

The project kickoff, in August of 2023, marked the commencement of the Entryway Points Project, serving as a moment to initiate collaboration and



Figure 2: Consor Introduction Slide from Kickoff Meeting Powerpoint

set the project's foundation. During this session, we introduced the project team members, fostering transparency and establishing clear lines of communication. We delved into a comprehensive project overview, highlighting overarching goals, objectives, and the intended outcomes. The scope and deliverables were outlined in detail, ensuring everyone understood their roles and responsibilities.

Public involvement was a key component discussed during the kickoff, emphasizing the importance of engaging stakeholders and gathering community input throughout the project lifecycle. We also presented the proposed timeline and milestones, establishing expectations for progress tracking and project completion. By outlining the next steps, including upcoming meetings, workshops, and key decision points, we set the stage for a collaborative and structured approach to achieving project success.

Theming Workshop

The first design workshop, held in October of 2023 with Midvale City, was an exploration of the area's historical roots and envisioned future. Significant topics such as the early settlement of Mormon Pioneers, mining, and cultural heritage were all discussed because they play a pivotal role in shaping the region's identity. Additionally, we explored the city's aspiration to develop an Arts and Cultural Hub, envisioning a vibrant center for artistic expression and community engagement.



Figure 3: Traditional Monument Precedent Image

As part of the workshop, we presented various types of signage prototypes to gauge the city's preferences and align design concepts with their vision. Our display included examples of traditional signage reflecting historical elements, craftsman styles capturing artisan craftsmanship, modern designs embodying contemporary aesthetics, and rustic industrial signage paying homage to the area's industrial heritage. Through discussions and visual presentations, the

workshop participants expressed a clear inclination towards modern and industrial signage styles, reflecting a desire to blend historical context with a contemporary urban feel.

The meeting provided valuable insights into the city's priorities which ultimately focused on three major themes for development:

- Industrial history preservation;
- Cultural heritage celebration;
- Establishment of an Arts and Cultural Hub.

These themes not only reflect Midvale City's unique identity but also serve as guiding principles for future design concepts and urban development initiatives. Three distinct design concepts were developed based off these discussions and were presented at future workshops. Building on these discussions, our next steps involved crafting three distinct design concepts, each centered around one of these themes, to be presented and refined further in upcoming design workshops. This iterative process ensured that design solutions resonated with the community's values and aspirations, fostering a cohesive and meaningful urban environment for residents and visitors alike.



Figure 4: Modern Monument Precedent Image

Design Charade Workshop

In November 2023, Consor conducted a design charrette where we presented three distinct concepts to the city stakeholders. These concepts included an industrial-themed design highlighting Midvale City's industrial heritage, a timeline-based design showcasing the city's rich history in chronological order, and an arts and cultural concept emphasizing the vibrant artistic community within Midvale. Each design was carefully crafted to resonate with different aspects of the city's identity.

The graphics prepared for the Midvale Entry points Plan included both daytime and nighttime renderings, showcasing the different signage concepts and their impact throughout the day. These graphics were presented alongside detailed boards outlining the full design context. They included conceptual sketches, thematic elements, and proposed materials, all of which are included in Appendix A for reference and review.

Industrial Monument



Figure 5: Day-Time Render, Industrial



Figure 6: Nighttime Render, Industrial

Historical Monument



Figure 7: Daytime Render, Historical



Figure 8: Nighttime Render, Historical

Arts & Culture Monument



Figure 9: Day-Time Render, Arts & Cultural



Figure 10: Nighttime Render, Arts & Culture

Following the presentation of multiple design concepts, the city expressed a preference to pursue the arts and cultural monument signage theme. This decision reflected the city's commitment to highlighting its vibrant artistic community and cultural heritage as key focal points for welcoming visitors and enhancing local identity at entry points. The Consor team then focused its efforts on developing and implementing the chosen design to align with the city's vision effectively.

City Council Approval

In response to the city's decision to pursue the arts and cultural monument signage theme, the Consor team made specific tweaks to the design to enhance its effectiveness. One significant addition was the incorporation of a mural board, which serves as a dynamic visual element representing the city's artistic vibrancy and cultural richness. Additionally, a secondary sign was drafted to complement the main monument signage, providing supplementary information or directing visitors to specific cultural attractions within Midvale.



Figure 11: Chosen monument sign displayed at City Council

Public Comments

After receiving approval from the City Council, our team prepared new renders showcasing both daytime and nighttime views of the primary (horizontal) and secondary (vertical) sign types. A variety of different materials were used to accurately represent the proposed designs. These materials were presented in an online survey that ran between December 2023 and January 2024, allowing the public to evaluate the signage concepts in different lighting conditions and orientations.



Figure 12: Primary Signage Render for Public Comments - Daytime



Figure 13: Primary Signage Render for Public Comments - Nighttime



Figure 14: Secondary Signage Render for Public Comments - Daytime



Figure 15: Secondary Signage Render for Public Comments - Nighttime

Public Comment Themes

The signage concepts presented in the survey were generally well-received by the public, reflecting a positive sentiment towards the proposed designs. However, one common feedback theme emerged, which was a request to reduce the number of colors used in the signage to eliminate the “rainbow” effect and create a more cohesive visual impact.

Final Renders



Figure 16: Final Primary Sign Render - Daytime



Figure 17: Final Primary Sign Render - Nighttime



Figure 18: Final Secondary Sign Render - Day Time



Figure 19: Final Secondary Sign Render - Nighttime

4.0 Implementation and Prioritization Plan

Implementation Plan

For the Landscape and Aesthetics plan, our team developed customized landscape designs for each of the ten identified sites, maintaining a cohesive theme across all locations. The designs featured a cobble base complemented by low grasses and shrubs, creating a harmonious and visually appealing environment at the entry points. *Detailed plans for these landscape designs are included in Appendix A.*

Prioritization Plan

The prioritization plan involved a thorough analysis of various factors to determine the most suitable locations for the monument signage implementation. Key variables considered included Ownership, AADT (Average Annual Daily Traffic), Visibility, Zoning regulations, and Utility and Easements impact. After careful evaluation, it was determined that Jordan River Blvd, State St. N, S Union Park Ave, Center St., and State Street South ranked highest among the ten sites, showcasing the most promise from a holistic perspective in terms of visibility, traffic flow, regulatory considerations, and overall impact.

The various variables were ranked from 1 to 5, one being the lowest and five being the highest. The aggregation of these scores are shown below, with the Jordan River Blvd. ranking the highest and 700 W. ranking the lowest.

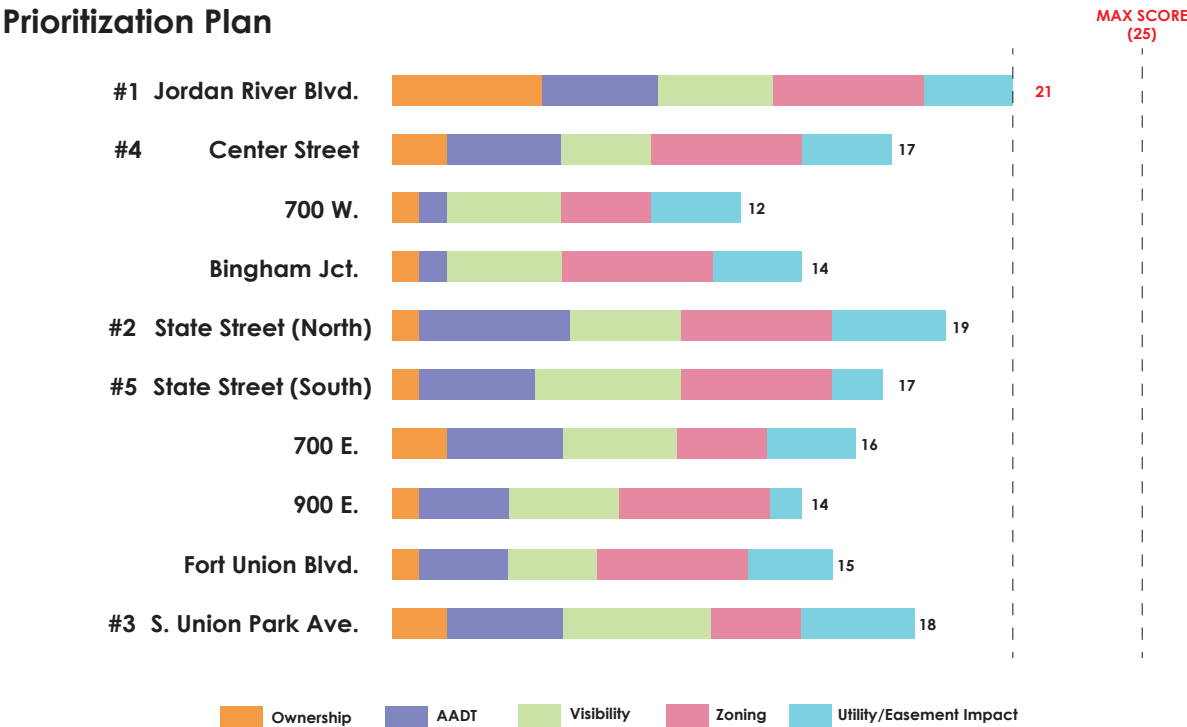


Figure 20: Prioritization Plan

5.0 Engineer's Probable Cost Estimate

Cost Estimate

In addition to the Landscape and Aesthetics plan and prioritization efforts, our team meticulously prepared a probable cost estimate outlining the expenses associated with construction, including the signage installations themselves. This detailed cost breakdown, included in Appendix A for reference, encompassed not only the materials and labor costs for the signage but also factored in site preparation, landscaping elements, and any necessary infrastructure adjustments.

APPENDIX A

MIDVALE ENTRYWAY POINTS PLAN | INDUSTRIAL

NARRATIVE

The entrance monument was crafted with an industrial theme, thoughtfully weaving together a tapestry of bold textures that include stone, enduring concrete, resilient hardwood, and a striking 1/8" Corten Steel. These bold, enduring industrial materials serves as a deliberate nod to the concept of a keystone in an arch, symbolizing the city's intrinsic role as a unifying force at the heart of diverse elements. Beyond their structural significance, these materials evoke a sense of endurance and strength, mirroring Midvale's historical resilience and its enduring centrality as a pivotal hub. As night falls, the monument comes to life with a gentle illumination, delicately accentuating the rich wooden details. This captivating play of light not only enhances visibility but also crafts an inviting nocturnal ambiance, creating an enchanting atmosphere for both residents and visitors alike as they enter the welcoming embrace of Midvale.

FRONT ELEVATION



MATERIALS



WHITE BRICK/STONE



STAINLESS STEEL



CONCRETE



CORTEN STEEL



RUSTIC WOOD

DAY-TIME RENDER



NIGHT-TIME RENDER



MIDVALE ENTRYWAY POINTS PLAN | TIMELINE

NARRATIVE

The foundational concept driving this endeavor is centered on the meticulous creation of a timeline that meticulously captures and commemorates the noteworthy events that have played a pivotal role in shaping the rich history of Midvale City over the years. This chronological narrative unfolds gracefully from left to right, embodied by robust concrete pillars firmly anchored in a resilient foundation. Each of these individual monoliths, representing distinct moments in the city's evolution, is thoughtfully interconnected by a prominent rail beam, prominently displaying the city name and the corresponding entry sign location. The intricate details further contribute to a cohesive and engaging storyline that reflects the essence of Midvale's growth and development. This concept not only serves as an aesthetically pleasing tribute to Midvale's history but also fosters a sense of unity and connectivity.

FRONT ELEVATION



MATERIALS



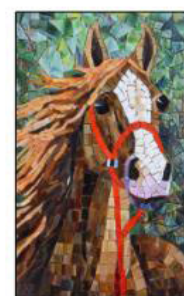
CONCRETE



WEATHERED STEEL



STONE/COBBLE



MOSAIC TILES



DAY-TIME RENDER



NIGHT-TIME RENDER

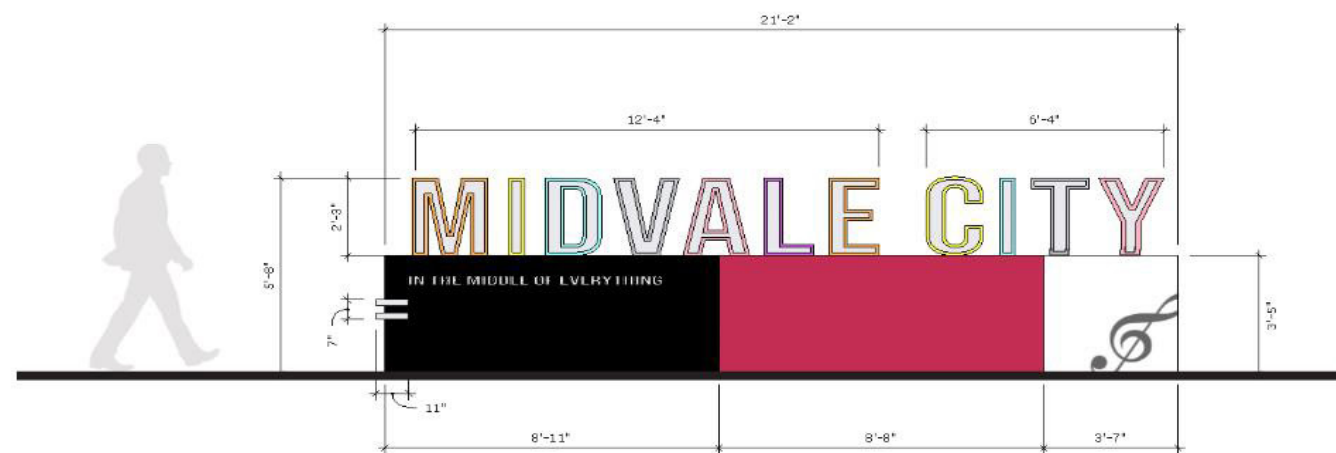


MIDVALE ENTRYWAY POINTS PLAN | ART & CULTURE

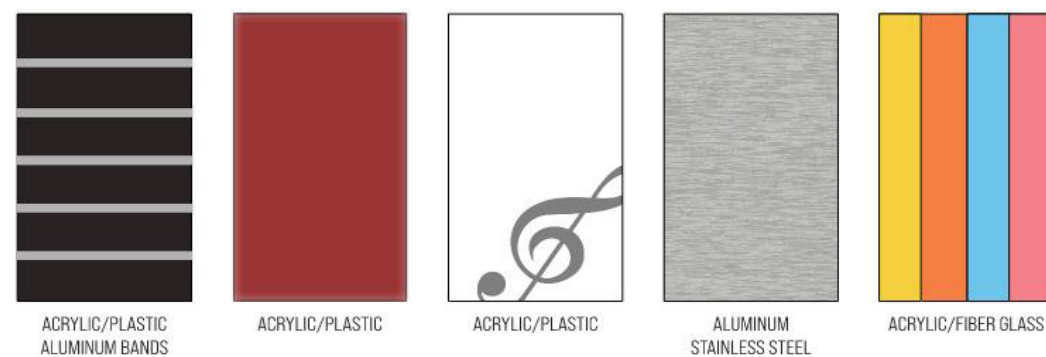
NARRATIVE

Welcome to Midvale City, where history meets the future in a harmonious blend of modern elegance and vibrant heritage. The Municipal Entryway Monument Sign below embodies a modern aesthetic that whispers of innovation and progress. Crafted from sleek acrylic, fiber glass, and aluminum, a subtle nod to the city's industrial and mining roots, it gleams with clean lines and minimalistic brilliance. This monument is more than metal and design; it is a canvas of the city's cultural dreams. A mosaic of colors, drawn from the city's primary and secondary palettes, adorns its letters and foundation, depicting the kaleidoscope of the community. Through this colorful tapestry, the city shares its commitment to nurturing arts and culture, weaving a story of creativity and unity that will guide Midvale into a future where every shade represents a shared aspiration and every hue echoes a shared dream.

FRONT ELEVATION



MATERIALS

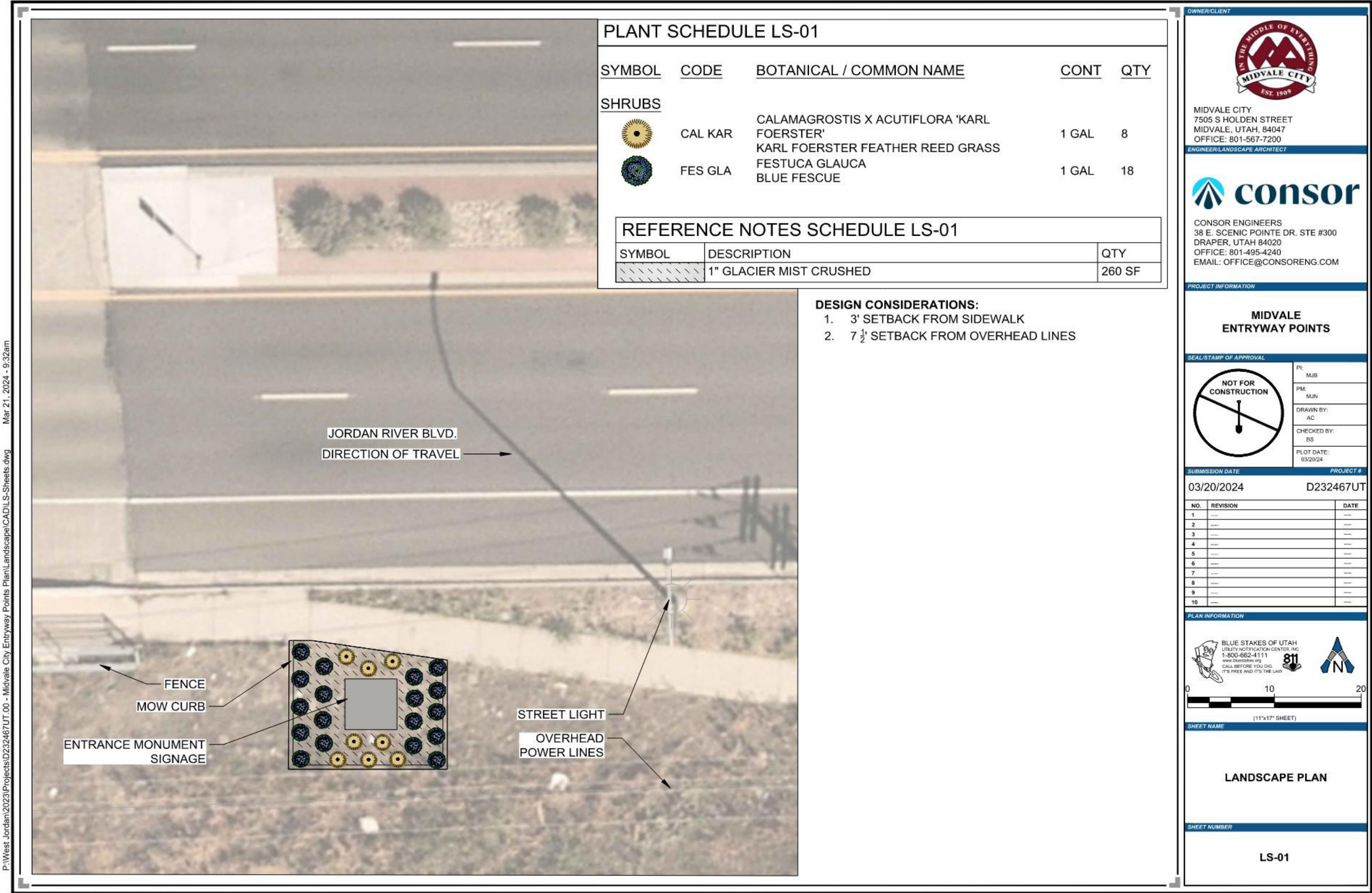


DAY-TIME RENDER

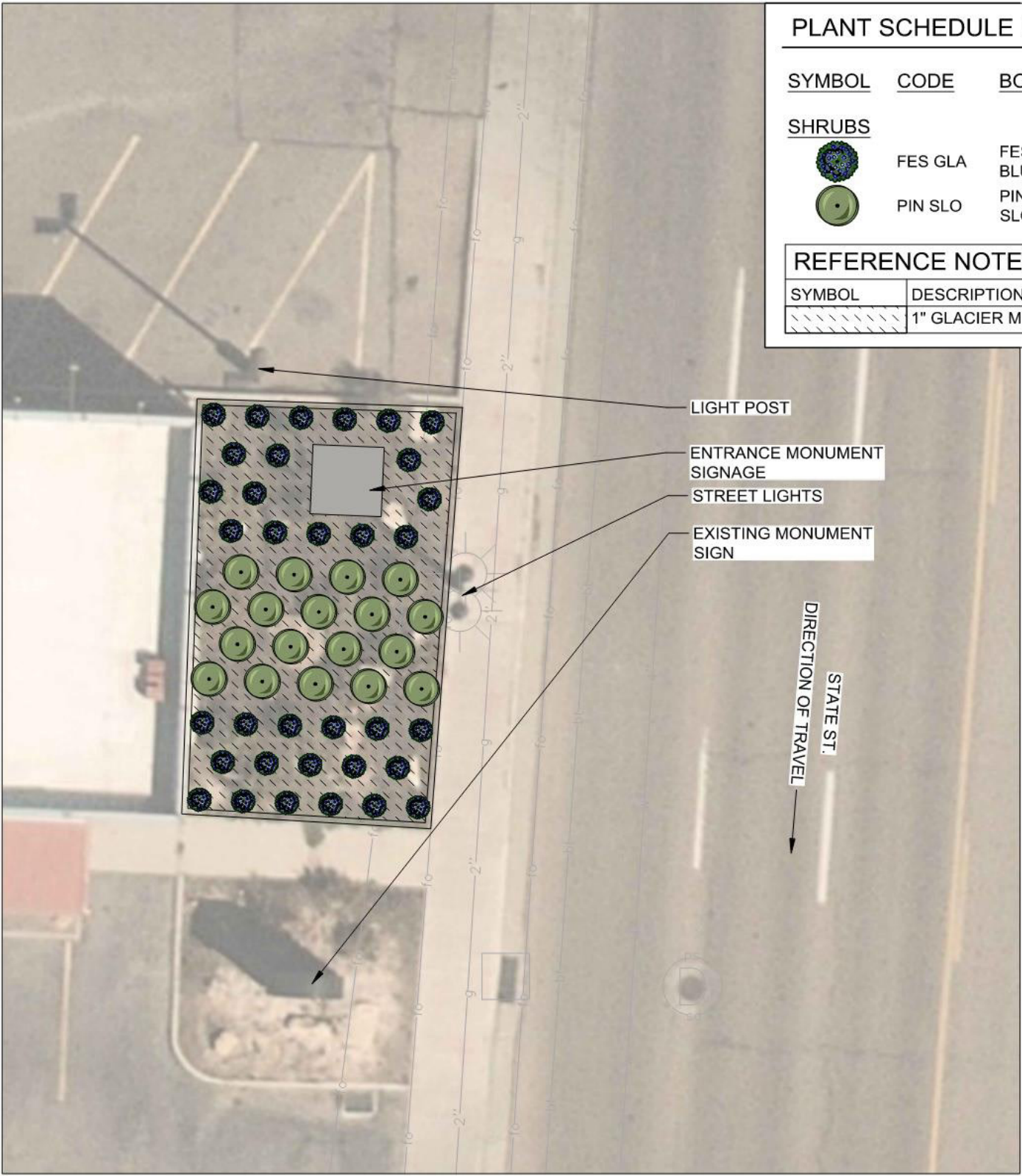


NIGHT-TIME RENDER







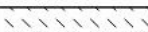
P:\West Jordan\2023\Projects\232467\UT.00 - Midvale City Entryway Points Plan\Landscape\CAD\LS-Sheets.dwg Mar 21, 2024 - 9:32am



PLANT SCHEDULE LS-03


SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	QTY
SHRUBS				
	FES GLA	FESTUCA GLAUCA BLUE FESCUE	1 GAL	34
	PIN SLO	PINUS MUGO 'SLOWMOUND' SLOWMOUND MUGO PINE	5 GAL	18

REFERENCE NOTES SCHEDULE LS-03

SYMBOL	DESCRIPTION	QTY
	1" GLACIER MIST CRUSHED	787 SF


- DESIGN CONSIDERATIONS:
- 1. 3' SETBACK FROM SIDEWALK

OWNER/CLIENT



MIDVALE CITY
7505 S HOLDEN STREET
MIDVALE, UTAH, 84047
OFFICE: 801-567-7200

ENGINEER/LANDSCAPE ARCHITECT




CONSOR ENGINEERS
38 E. SCENIC POINTE DR. STE #300
DRAPER, UTAH 84020
OFFICE: 801-495-4240
EMAIL: OFFICE@CONSORENG.COM

PROJECT INFORMATION

MIDVALE
ENTRYWAY POINTS

SEAL/STAMP OF APPROVAL



NOT FOR
CONSTRUCTION


PI: MJB
PM: MJN
DRAWN BY: AC
CHECKED BY: BS
PLOT DATE: 03/20/24

SUBMISSION DATE: 03/20/2024

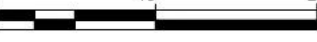

PROJECT #: D232467UT

NO.	REVISION	DATE
1		
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PLAN INFORMATION



BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
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www.bluestakes.org
CALL BEFORE YOU DIG
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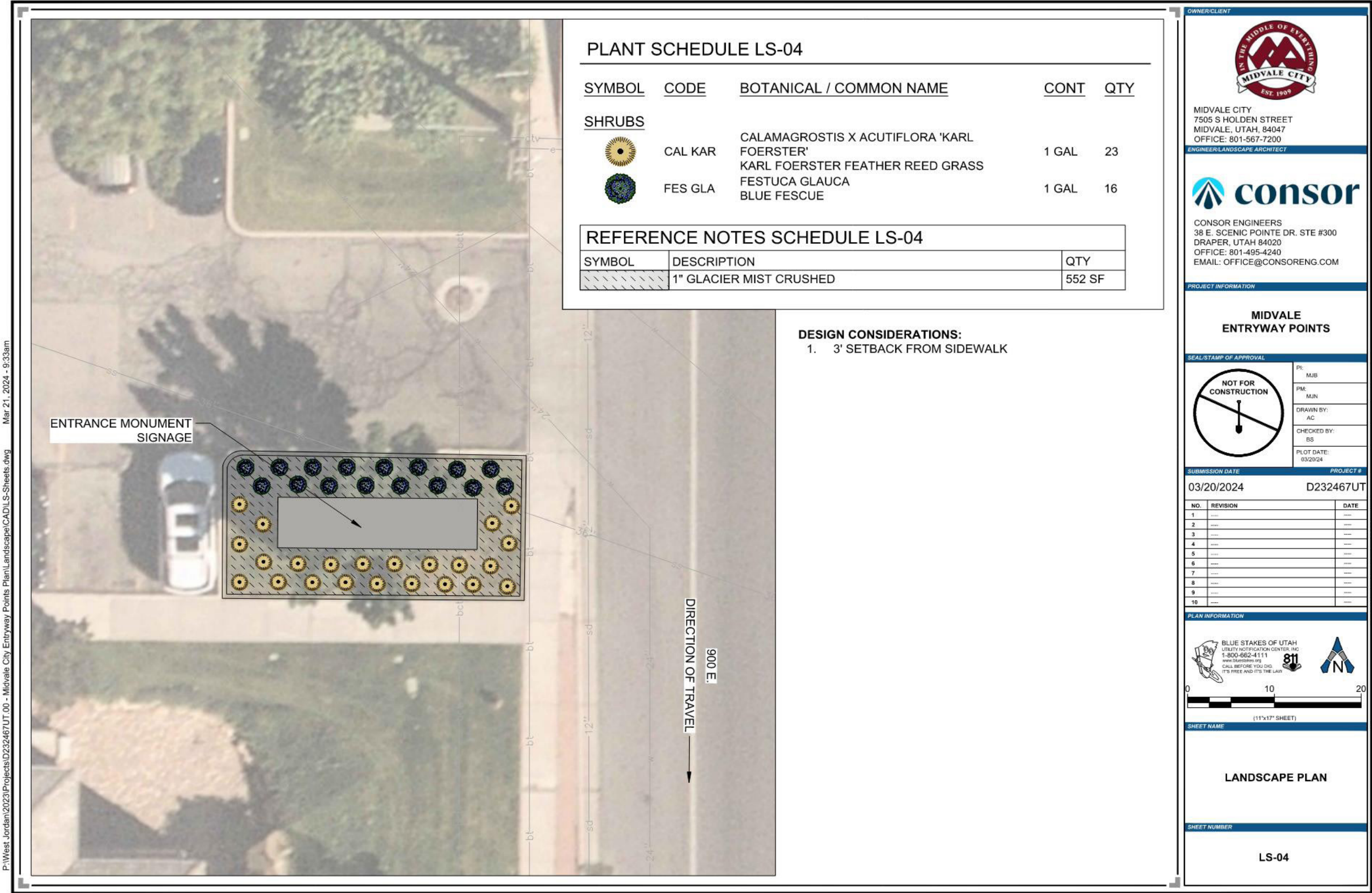
0 10 20
(11"x17" SHEET)

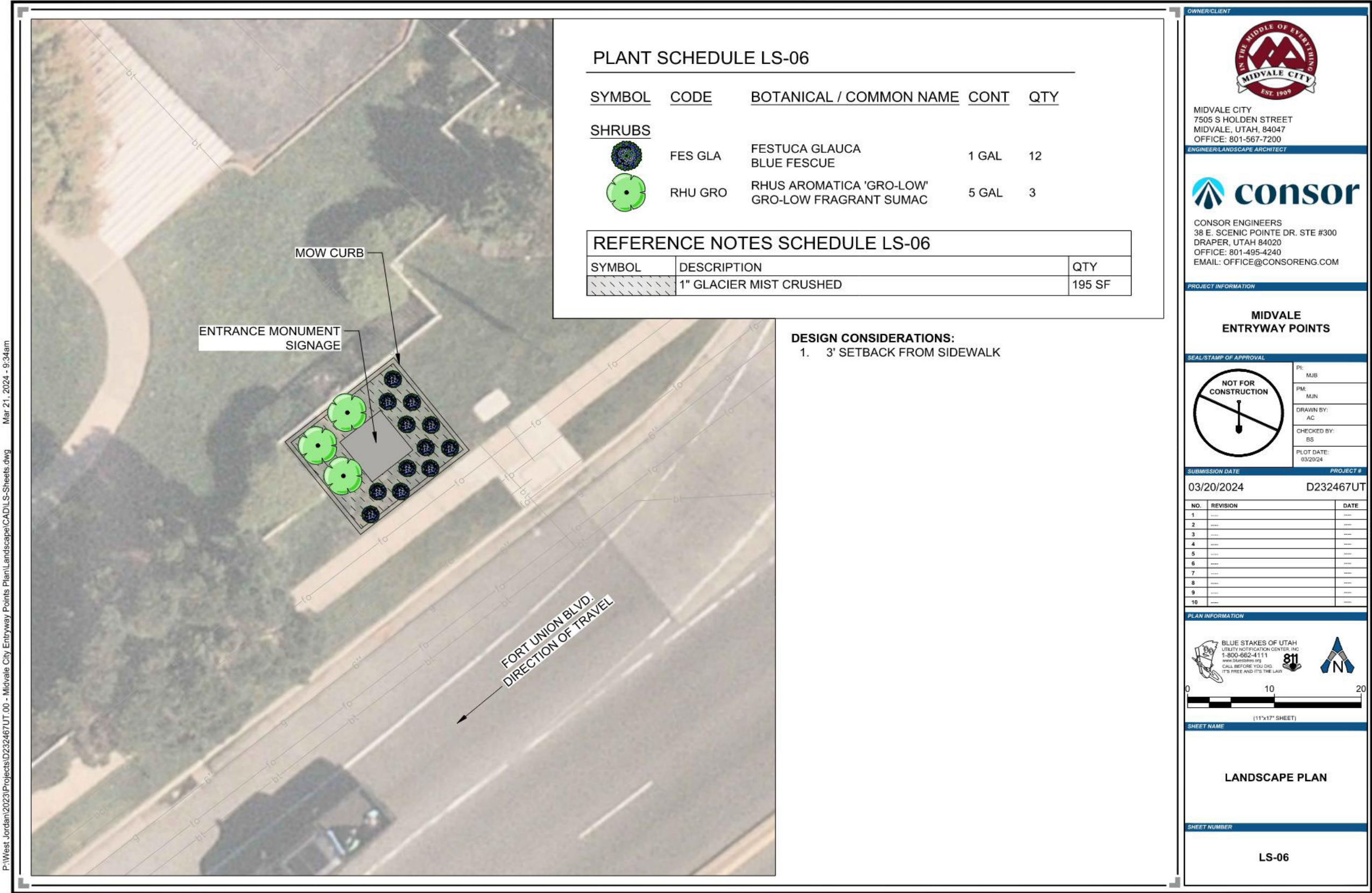
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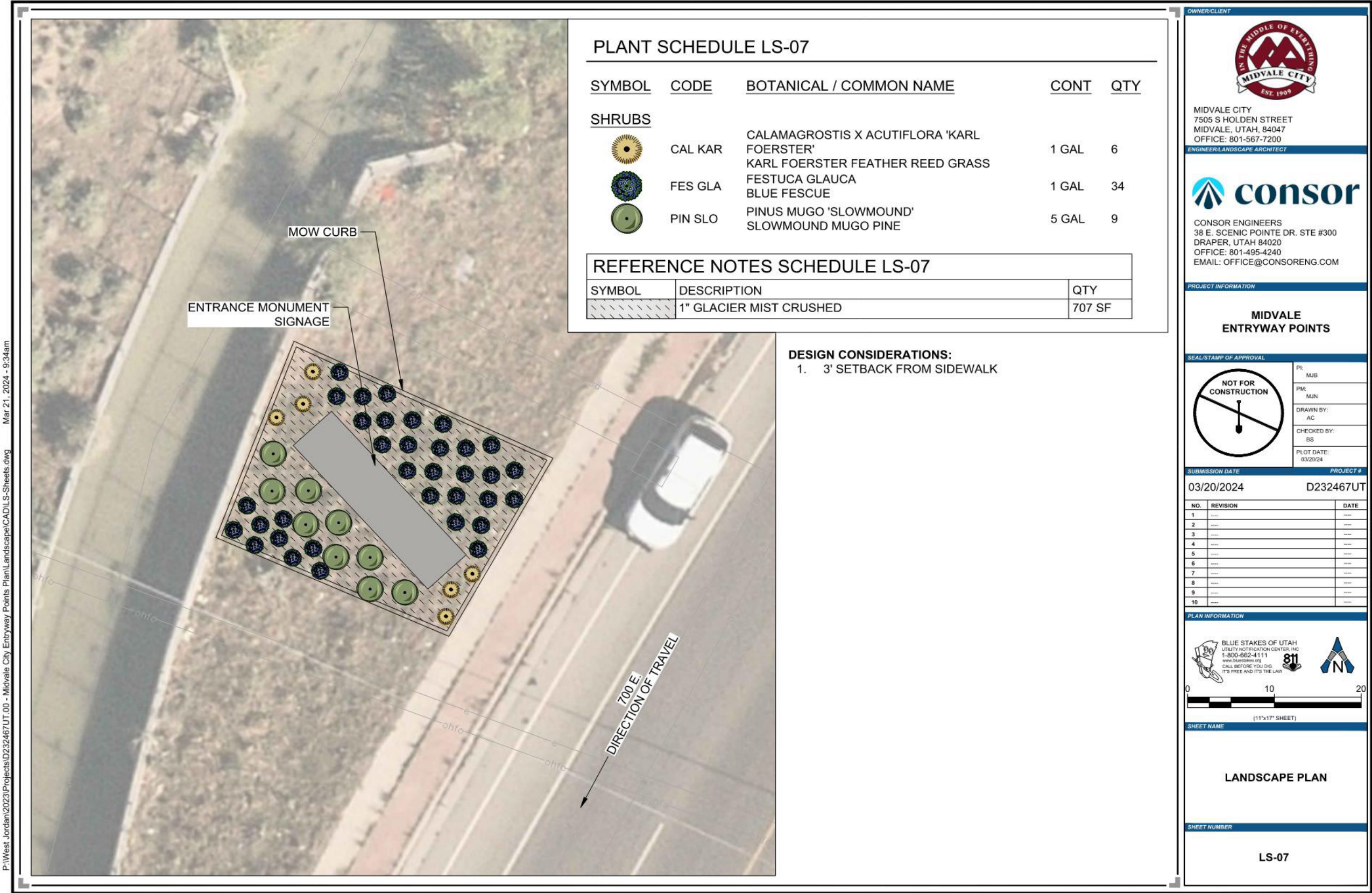
LANDSCAPE PLAN

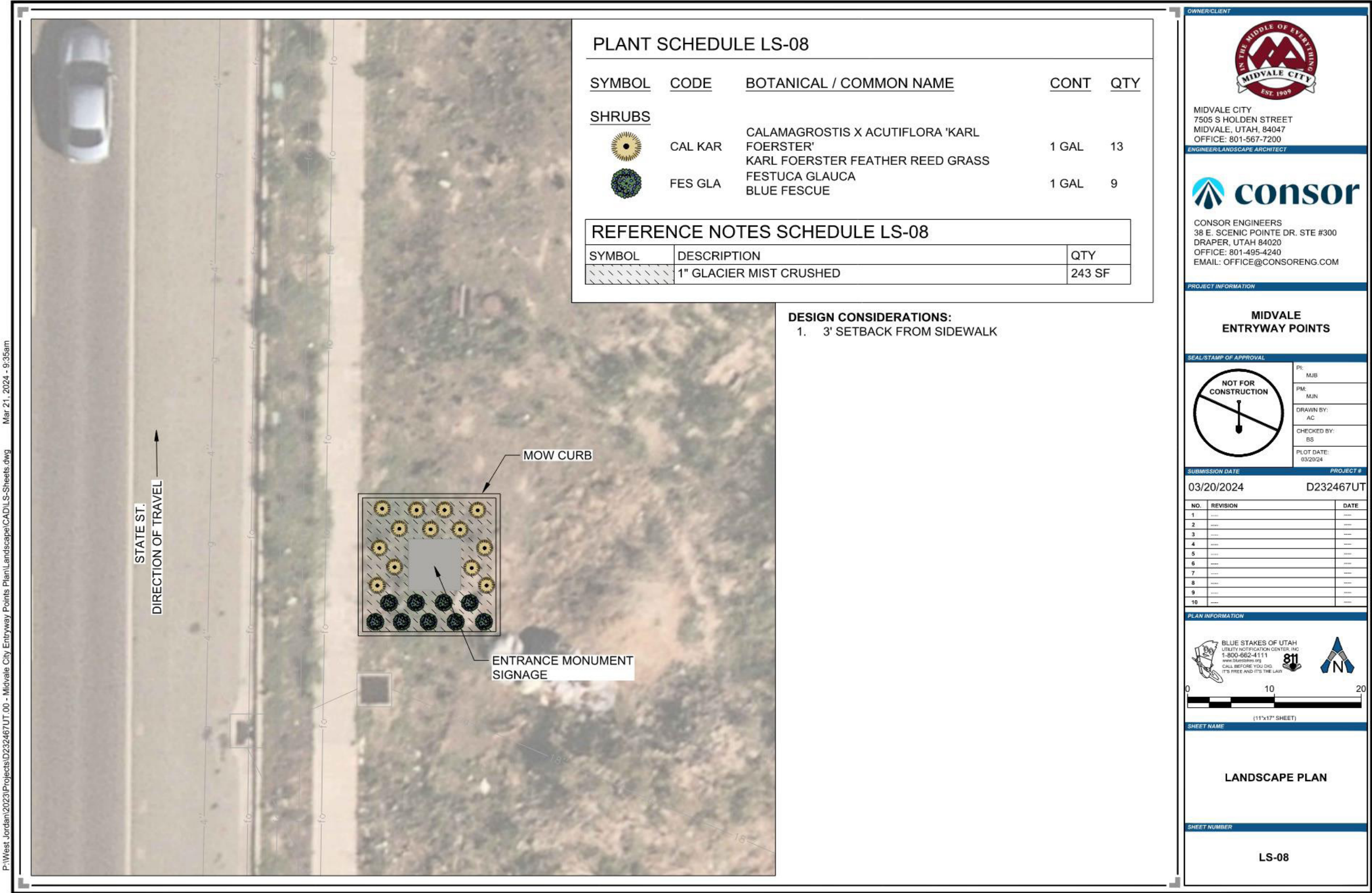
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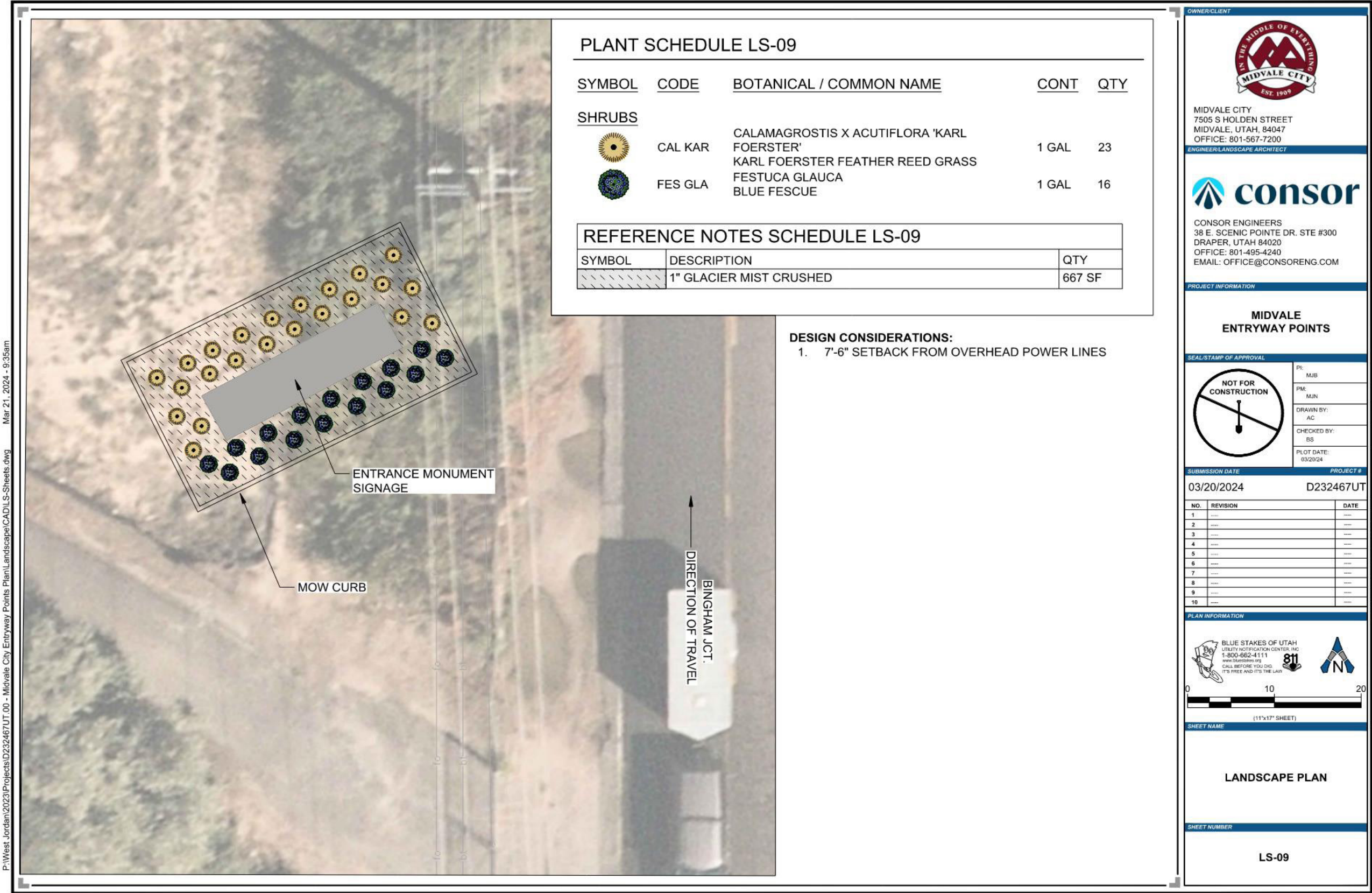
LS-03

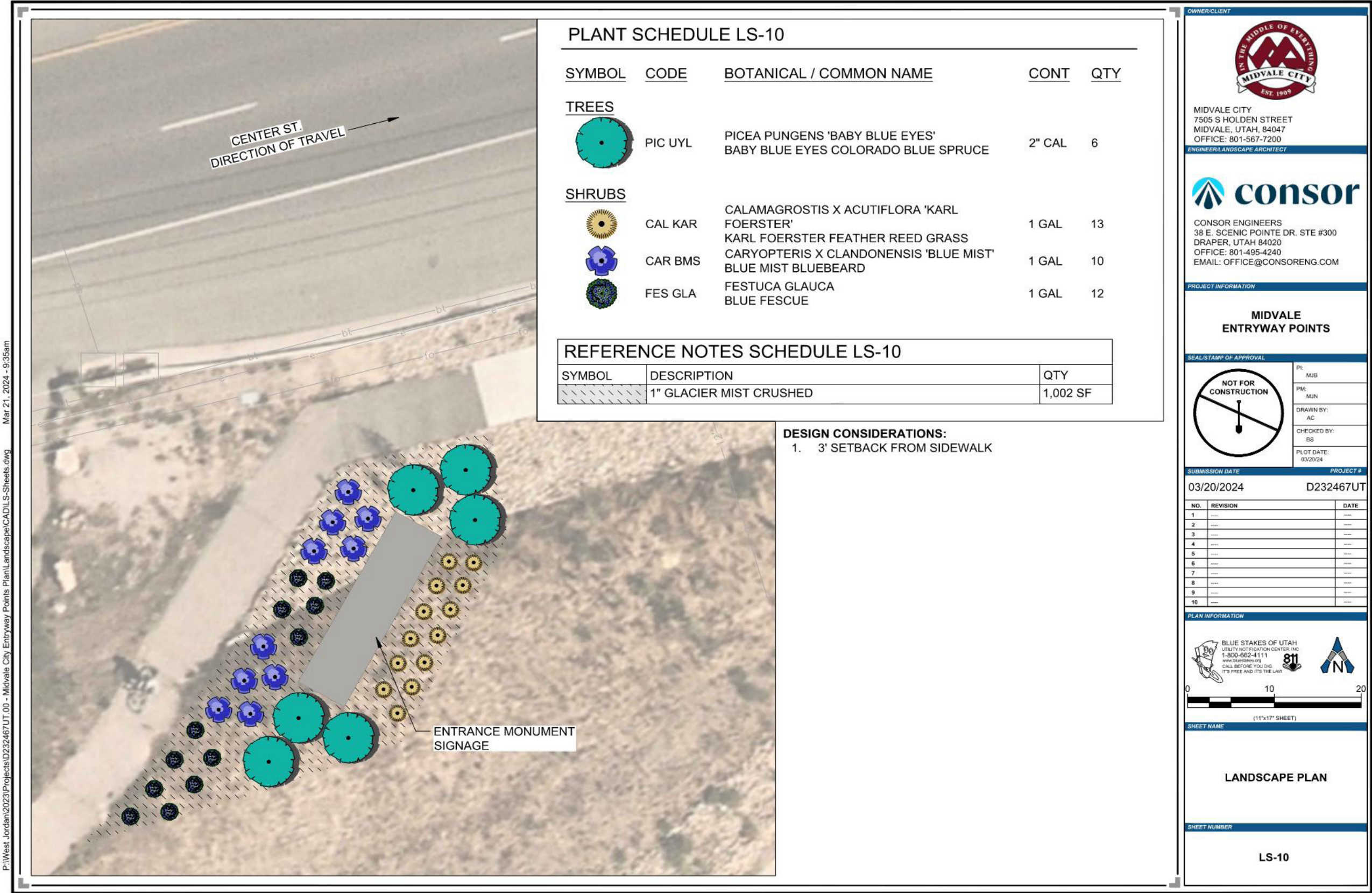












Midvale City Engineer's Probable Cost Estimate													
ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	QUANTITY										UNIT
SITE			LS-01	LS-02	LS-03	LS-04	LS-05	LS-06	LS-07	LS-08	LS-09	LS-10	
			JR Blvd.	700 W.	State St. (N)	900 E.	Union Park	Fort Union	700 E.	State St. (S)	Bingham Jct	Center St.	
1	SITE DEMOLITION (CLEARING & GRUBBING)	\$ 0.75	300	450	800	575	575	250	800	275	700	1250	SQFT
2	CONSTRUCTION STAKING	\$ 1,250.00	1	1	1	1	1	1	1	1	1	1	LUMP
3	EROSION CONTROL & SWPPP	\$ 750.00	1	1	1	1	1	1	1	1	1	1	LUMP
4	EARTHWORK	\$ 0.85	300	450	800	575	575	250	800	275	700	1250	SQFT
5	CONSTRUCTION ENGINEERING	\$ 7,500.00	1	1	1	1	1	1	1	1	1	1	LUMP
LANDSCAPE & AMENITIES													
6	PRIMARY SIGN	\$ 30,000.00		1		1	1		1	1	1	1	LUMP
7	SECONDARY SIGN	\$ 22,000.00	1		1			1					LUMP
8	6" CONCRETE MOW CURB	\$ 12.00	50	85		103	103	60	110	70	112		LNFT
9	1-2" GLACIER MIST COBBLE @ 4" DEPTH	\$ 95.00	4	5	5	7	7	3	9	3	9	13	CUYD
10	TOP SOIL @ 4" DEPTH	\$ 55.00	4	5	5	7	7	3	9	3	9	13	CUYD
11	1 GAL SHRUB	\$ 35.00	26	19	34	39	39	12	27	22	39	35	EACH
12	5 GAL SHRUB	\$ 60.00			18			3	10				EACH
13	6-8' EVERGREEN TREE	\$ 525.00										6	EACH
14	IRRIGATION	\$ 2.50	275	800	800	575	575	200	715	275	675	1002	SQFT
SITE SUB TOTAL			\$ 34,777.50	\$ 44,655.00	\$ 37,800.00	\$ 45,508.50	\$ 45,508.50	\$ 34,170.00	\$ 46,782.50	\$ 42,687.50	\$ 46,366.50	\$ 50,330.00	
10% MOBILIZATION			\$ 3,477.75	\$ 4,465.50	\$ 3,780.00	\$ 4,550.85	\$ 4,550.85	\$ 3,417.00	\$ 4,678.25	\$ 4,268.75	\$ 4,636.65	\$ 5,033.00	
20% NON ESTIMATED CONTINGENCY			\$ 6,955.50	\$ 8,931.00	\$ 7,560.00	\$ 9,101.70	\$ 9,101.70	\$ 6,834.00	\$ 9,356.50	\$ 8,537.50	\$ 9,273.30	\$ 10,066.00	
TOTAL			\$ 45,210.75	\$ 58,051.50	\$ 49,140.00	\$ 59,161.05	\$ 59,161.05	\$ 44,421.00	\$ 60,817.25	\$ 55,493.75	\$ 60,276.45	\$ 65,429.00	

Midvale City

May 2024

Midvale Entry Points Plan Comprehensive Final Report





MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: July 16, 2024

SUBJECT: Discussion of the Community Renewable Energy Program

SUBMITTED BY: Erinn Summers, Project and Policy Manager

SUMMARY:

The Community Renewable Energy Agency (Agency), also known as Utah Renewable Communities Program, was established under HB411, in 2019 (Utah Code Ann. § 54-17-901). The Agency is an interlocal entity, made up of Utah communities who have their electricity provided entirely, or in part, by Rocky Mountain Power (RMP). The Agency collaborates directly with RMP to provide net-100% renewable electricity by 2030 to participating communities. The renewable energy assets needed for the program must be acquired through a competitive solicitation process (such as a request for proposals) and must provide RMP with the option to own or purchase the assets. The Agency will not own any assets, including real property (as per section 12e of the interlocal agreement). The cost for obtaining and maintaining the assets will be covered through the participating customer rates, and not by the Agency members. Each member of the Agency is responsible for paying a portion of the organization's operational costs (legal and technical consultants, RMP program design and filing, etc.), which is calculated by both population and electricity usage. Participating customers in member communities will see anywhere from \$2 to \$7 extra in their monthly energy bills due to the higher price of renewable energy production, unless they are a part of the Low-Income Lifeline Program (LILP). LILP enrollees will receive a credit on the monthly bill to offset the increase in cost from the program. RMP customers in member communities who are not interested in participating in the program will have the opportunity to opt-out of the program.

The interlocal agreement has a term of 50 years, and the utility agreement with RMP will remain in effect as long as the program is in effect and the communities have residents who are participating customers. Entities can withdraw from the Program with 30 days' notice prior to the passage of an ordinance. After a community passes the Utah Renewable Communities Program ordinance, a community can withdraw from the interlocal if the governing body stops allocating funds toward the program. In the event of a withdrawal from the program, any payments already made will not be refunded. Should the Agency dissolve, any unspent fund balances will be returned to the communities.

On June 18, Midvale City Council passed Resolution 2024-R-26 authorizing Mayor Stevenson to submit an application on behalf of Midvale City. If Midvale City is interested in joining the Agency, Midvale will need to sign onto the interlocal agreement and utility agreement, pay a \$11,000 fee, and appoint a representative to the Agency board, by August 31, 2024. Midvale City will have to pay an additional \$11,000 fee by August 31, 2025, as well as pass an ordinance affirming its participation in the program.

Midvale City Staff will continue to research what joining the Agency would mean for the City and its residents. Staff plan to return to City Council for further discussion and action regarding participation in the Agency on August 20, 2024.

**INTERLOCAL COOPERATION AGREEMENT
AMONG PUBLIC ENTITIES REGARDING THE
COMMUNITY RENEWABLE ENERGY PROGRAM**

This Interlocal Cooperation Agreement (“Agreement”) is made among those public/governmental entities (“Listed Entities”) listed on Schedule 1 who have executed this Agreement and delivered the executed Agreement to the Secretary designated in Schedule 3 (“Secretary”). Each of the Listed Entities that duly executes and delivers this Agreement and that continues to indicate its intent to become a “Participating Community” as defined by Utah Administrative Rule R746-314 (“Rules”), as adopted by the Utah Public Service Commission (“Commission”), is and will remain an “Eligible Community” (as defined by the Rules) and will become a “Participating Community” (as defined by the Rules) upon satisfaction of all of the requirements of Utah Code Ann. § 54-17-902(10).

This Agreement will become effective (“Effective Date”) five calendar days after the date that at least five Listed Entities have (i) executed and delivered this Agreement to the Secretary and (ii) notified the Secretary that they agree to become Anchor Communities and will timely make Anchor Payments, as defined in and required by Section 7 (each, an “Anchor Community”). Any Listed Entity may become a Party (as defined below) to this Agreement by executing and delivering this Agreement to the Secretary at any time, whether before or after the Effective Date, on or before January 31, 2022, or such other date as may be determined by the Community Renewable Energy Board (“Participation Deadline”), with no financial commitment prior to July 31, 2021. Each Listed Entity that desires to be a Party shall deliver an executed Agreement to the Secretary with the name and contact information for such Listed Entity primary and alternate Board Members. Each Listed Entity that also agrees to become an Anchor Community shall notify

the Secretary of the same and shall timely deliver its Anchor Payments to the Treasurer as specified in Section 7. In the event any Anchor Community later determines to withdraw as a Party or as an Anchor Community, Section 7.d. shall apply. For so long as a Listed Entity that executes and delivers this Agreement as specified herein remains an Eligible Community or a Participating Community, as applicable, and continues to make any payments required of it herein on and after July 31, 2021, it will individually be a “Party,” and all collectively will be the “Parties,” to this Agreement.

RECITALS

A. In 2019, the Utah State Legislature enacted H.B. 411 that was codified at Utah Code Ann. § 54-17-901 *et seq.* and is known as the “Community Renewal Energy Act” (“Act”).

B. The Act authorizes a community renewable energy program (“Program”) to be proposed in an application (“Application”) to be filed by a qualified utility for approval by the Commission. The qualified utility relevant to this Program is Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon Corporation (referred to herein as “RMP”). Upon Commission approval of the Program, RMP will be authorized to provide electric service from one or more “renewable energy resources” as defined by the Act (“Renewable Resources”) to end-use customers within the Participating Communities who participate in the Program (“Participating Customers”). Each Listed Entity has adopted a resolution that establishes a goal of a net 100% renewable energy supply for that community by 2030, and therefore is eligible to become a Participating Community as contemplated by the Act.

C. The Act contemplates (as supplemented by the Rules) that the Parties will adopt a governance agreement (which is this Agreement) and enter into an agreement with RMP (“Service Agreement”) which must provide, among other things, for (i) the payment by the Parties of the costs associated with third-party expertise contracted by the Utah Division of Public Utilities and

the Utah Office of Consumer Services to assist with activities associated with the initial approval of the Program, (ii) payment by the Parties of the costs of providing certain notices required by the Act, (iii) determination of the obligations for payment of any termination charges associated with the Program that are not paid by Participating Customers and not included in Commission-approved utility rates for the Program to be paid by Participating Customers (“Program Rates”), (iv) identification of any proposed replacement assets, and (v) proposed plans addressing low-income programs and assistance.

D. On or about January 7, 2020, the Commission adopted the Rules to facilitate implementation of the Program as contemplated by the Act. The Rules require the adoption by the Parties of this governance Agreement to establish a decision-making process among the Parties to ensure that the Parties will be able to reach a single joint decision on any necessary Program issues.

E. Each of the Listed Entities that executes this Agreement, as an Eligible Community and a potential Participating Community, desires to enter into this governance Agreement as contemplated by the Act and Rules.

F. The Listed Entities are all “public agencies” under the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.* (“Interlocal Cooperation Act”) and are authorized to enter into this Agreement for joint or cooperative action, and to form a Community Renewable Energy Agency (“Agency”) as contemplated herein.

G. The Parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT

NOW THEREFORE, pursuant to the Interlocal Cooperation Act, the Act and the Rules, and in consideration of the mutual covenants and promises of the Parties set forth herein, the Parties agree as follows to foster the legitimate interests of the Parties actively working together

to implement the Program pursuant to the Act and Rules for the mutual benefit of the Parties. The Parties recognize that the ability to provide renewable energy options to their residents transcends political jurisdictional boundaries within Utah and intergovernmental coordination is essential to facilitate the efficient use of both public and private resources. The Parties therefore agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish the Agency and a decision-making process for Program design, cost share allocation, resource solicitation, resource acquisition, other Program issues and, as contemplated by the Act and Rules, to provide a means of ensuring that the Parties will be able to reach a single joint decision on necessary Program issues, and to implement the Program in their respective communities.

2. **Governance and Administration of Agency.** There is hereby created a governing board of the Agency called the Community Renewable Energy Board (“Board”). All action taken pursuant to this Agreement shall be governed and determined by the Board, which is comprised of representatives of the Parties.

a. **Board.**

i. Each Party may appoint one position on the Board from among its elected officials.

ii. Board members (“Board Members”) will serve indefinitely at the pleasure of the appointing Party. Any appointment or removal of a Board Member will be evidenced by a letter from the Party’s chief executive officer or resolution of such Party’s governing body notifying the Secretary of such action.

iii. A Party may designate an “alternate” Board Member from among its elected officials, appointed officials, or employees, to attend any Board meetings and to fully participate, including voting, in Board meetings on behalf of the Party if that Party’s designated

regular Board Member is not in attendance. The alternate Board Member serves indefinitely at the pleasure of the appointing Party and any appointment or removal of an alternative Board Member will be evidenced in the same way as the appointment of a regular Board Member for that Party. As used herein the term “Board Member” shall include a Party’s alternate Board Member acting in the place of a Board Member as appropriate.

iv. The Board may not hold an electronic meeting until the Board has adopted a resolution or rule (“Policy”) governing the use of electronic meetings as required by the Utah Open and Public Meetings Act, Utah Code Ann. §52-4-101 *et seq.* (including any successor statutes, “OPMA”). If the Board has adopted such a Policy, then the Board Members may participate remotely/electronically as provided in the Policy, and in accordance with the OPMA.

v. Unless otherwise specified herein, Board meetings, and all actions taken thereby, will require that a quorum of Board Members be present (either physically or, if permitted by the Policy, electronically) and shall operate in compliance with the OPMA. A simple majority of all Board Members shall constitute a quorum of Board Members.

vi. Other than as specified in Section 2.a.vii, matters related to the operation of the Board, such as meeting times, meeting locations, the conduct of meetings, election of officers, a chair and vice-chair, etc., will be established and adopted by the Board as written bylaws, policies and/or procedures (“Bylaws”) that include, but are not limited to, creation of various committees, hiring outside consultants, lawyers and administrators, and issuance of requests for proposals.

vii. The Parties agree to the appointment of an initial President, Secretary and Treasurer of the Agency as specified in Schedule 3. Until such time as the Board establishes Bylaws that include procedures and duties, and elects or appoints substitute officers, the President shall call and conduct board and committee meetings, conduct Agency business, and

retain and manage outside consultants, the Secretary shall receive and provide notices required or allowed hereunder and keep and prepare minutes and books of the Agency, and the Treasurer shall receive and hold payments in a separate ledger account for the benefit of the Agency and handle financial and accounting matters, including expenditures, of the Agency, in accordance with governmental accounting principles.

viii. The Board shall appoint a "participating communities' representative" ("Participating Communities' Representative") as defined in the Rules to present the decisions and opinions of the Agency and to take other actions as required by the Act or the Rules.

ix. The Board may, from time to time, appoint, establish, maintain, and replace any officers, the Participating Communities' Representative, executive committees, other committees, and outside administrative support as determined by the Board in accordance with the Bylaws. It is the intention of the Parties that the officers of the Agency will periodically be elected as set forth in the Bylaws, and that each Party will offer qualified employees to serve as potential officers of the Agency in order to equitably share administrative burdens and costs.

b. Voting.

i. Subject to Sections 2.b.ii, iii and iv, for all decisions and actions of the Agency as to all matters related to this Agreement, the Program, Commission and other proceedings relating to the Program, and otherwise, each Party as acted/voted upon by its Board Member will be entitled to one vote, and matters before the Board will be passed and approved by a vote of at least a majority of the Board Members who are present at a duly noticed meeting at which a quorum is present and who are present and voting with respect to a given matter.

ii. Subject to Sections 2.b.iii and iv, any two Board Members who are present at a Board Meeting may call for a weighted vote of the Board ("Weighted Voting") on any

action or matter appearing on the current agenda for action by the Board, in which event the Board's action on the matter will be determined by votes weighted by the Participation Percentage (as defined in Section 6) of each voting Board Member.

iii. Notwithstanding anything to the contrary in this Agreement, after the date on which the Commission has entered an order pursuant to Utah Code Ann. § 54-17-904 (3) approving the design and implementation of the Program ("Program Implementation"), neither the Agency nor any Party will make, propose or support any comment, give testimony or state a position with respect to any material change in connection with any Commission proceeding relating to the design or implementation of the Program unless and until such change has first been determined by the Board to be reasonable and material, and has been approved by Board Members, whether or not attending any given Board meeting, representing (A) at least two-thirds (2/3) of all Eligible Communities or Participating Communities, as then applicable, and (B) at least a majority of the Participation Percentages of all Eligible Communities or Participating Communities, as then applicable.

iv. Before any new Renewable Resource for the Program is acquired or approved by the Commission, the Board will, in consultation with experts as deemed appropriate, calculate reasonably projected long-term incremental per-kilowatt-hour rate impacts on Participating Customers of the new Renewable Resource, in conjunction with all other previously-approved Program Renewable Resources (the "Incremental Rate Impact"). The Incremental Rate Impact will be calculated by comparing the reasonably projected RMP revenue requirement that would otherwise apply to Participating Customers under standard RMP tariff rates to the reasonably projected RMP revenue requirement that will apply to Participating Customers if the new Renewable Resource is acquired. Notwithstanding anything to the contrary in this Agreement, neither the Agency nor any Party will make, propose or support any comment, give

testimony or state a position in support of any such acquisition or approval of a Renewable Resource for the Program unless and until the same has been approved by Board Members, whether or not attending any given Board meeting, representing (A) in the case of an Incremental Rate Impact of 10% or more, at least two-thirds (2/3) of all Eligible Communities or Participating Communities, as then applicable, and at least two-thirds (2/3) of the Participation Percentages of all Eligible Communities or Participating Communities, as then applicable; or (B) in the case of an Incremental Rate Impact of less than 10%, at least a majority of all Eligible Communities or Participating Communities, as then applicable, and at least a majority of the Participation Percentages of all Eligible Communities or Participating Communities, as then applicable.

3. **Immunity Act.** The decisions made pursuant to this Agreement are governmental functions and the Parties are all governmental entities under the “Governmental Immunity Act of Utah” (Utah Code Ann. § 63G-7-101, *et seq.*, or successor provision, the “Immunity Act”). The Parties do not waive any immunities, rights, or defenses available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act. Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees.

4. **Withdrawal.**

a. **Before July 31, 2021.** Any time prior to July 31, 2021, a Party that has previously executed and delivered this Agreement may elect not to continue as an Eligible Community and may withdraw as a Party to this Agreement by providing a notice as specified in Section 11 (“Notice”) to the Secretary of its intent to withdraw. The Secretary will provide Notice to all Parties of each Party that provided such a Notice of withdrawal or that did not timely make its Initial Payment as required by Section 7.b.i, and any such Party will be deemed to have

withdrawn as a Party to this Agreement as of July 31, 2021, unless the Initial Payment is paid within fifteen days of such Notice from the Secretary. An Eligible Community that withdraws or is deemed to have withdrawn as of July 31, 2021, will have no financial commitment to the Agency or the other Parties as a result of its participation in the Agency or its withdrawal as a Party hereto, other than as provided in Section 3.

b. Before Passage of Ordinance. From July 31, 2021 to the deadline for a Party to adopt an ordinance as required by Utah Code Ann. § 54-17-903(2)(c) following Program Implementation a Party may elect not to become a Participating Community and may withdraw as a Party to this Agreement by providing at least thirty days' advance Notice to the Secretary of its intent to withdraw.

c. Effect of Withdrawal. Upon delivery of any Notice of withdrawal or upon any deemed withdrawal of a Party, the withdrawing Party's Board Member must relinquish his or her position as Board Chair/Vice-Chair and as an officer, as applicable, and will also be automatically recused from all further discussions and votes on any matters affecting such withdrawal or the Program. Due to commitments made pursuant to this Agreement and the significant impact a withdrawal after July 31, 2021 may have on the other Parties, except as specifically provided herein, all Parties acknowledge and agree that any amount previously paid or committed to by any Party will not be refunded in whole or in part for any reason, including any withdrawal of a Party after July 31, 2021.

d. After Passage of Ordinance. Neither the Act nor the Rules contemplates that Participating Communities who have adopted an ordinance as required by Utah Code Ann. § 54-17-903(2)(c) following Program Implementation can thereafter terminate participation in the Program or withdraw as a Party to this Agreement.

5. **Admission of New Parties.** Unless the Act is amended, no one other than the Listed Entities who become Parties as specified in this Agreement may or will become Parties to this Agreement. If the Act hereafter allows the admission of additional Parties, the Board may adopt policies and procedures for such admission, including, without limitation, execution and delivery of a counterpart of this Agreement by the new Party following approval by its governing body.

6. **Participation Percentages.** The weight of the vote (“Participation Percentage”) of each Party’s Board Member for all matters specified in Sections 2.b.ii, iii and iv will be determined pursuant to the provision of this paragraph. The Participation Percentages of all Listed Entities, assuming every Listed Entity is becoming and remains a Party, is based on the relative estimated population and annual electrical loads within each Listed Entity and is specified in Column C of Schedule 1 (“Original Weight”).

a. From the Effective Date to July 31, 2021, the Participation Percentages of all Parties will equal each Party’s Original Weight as a percentage of the Original Weight of all Listed Entities who have previously become Parties by executing this Agreement and delivering it to the Secretary as specified herein.

b. From August 1, 2021, to the end of Phase 1, each Party’s Participation Percentage will be based on its Phase 1 Payment obligation, including its Phase 1 Initial Payment obligation and any Phase 1 Anchor Payment obligation (as defined below), as a percentage of the total approved Phase 1 expenditures specified in Section 7.b. Such Participation Percentages will be updated and calculated prior to any Board meeting or vote if any Listed Entity has become a new Party and/or an Anchor Community since the last time the same were updated.

c. From the end of Phase 1 through the end of Phase 2 each Party’s Participation Percentage will be as based on its aggregate Phase 1 and Phase 2 Payment

obligations, including its Phase 1 Initial Payment obligation, any Phase 1 Anchor Payment obligation, and any Phase 2 Initial or Anchor Payment obligations (as defined below), as a percentage of the total approved Phase 1 and 2 expenditures as specified Sections 7.b. and 7.c.

d. Unless otherwise agreed by all Parties, after the end of Phase 2, each Party's Participation Percentage will be updated as of April 1 of each year, or such other date as determined by the Board, to reflect the relative estimated annual electrical loads of Participating Customers within such Participating Community as a percentage of the annual electrical loads of all Participating Customers within all Participating Communities, based upon the most recently available 12-month data or estimates from RMP as approved by the Board.

e. The Participation Percentage of all parties shall equal 100%.

7. **Phases/Expenditures/Payments.**

a. Subject to additions and changes approved by the Board, this Agreement specifies authorized activities of the Agency and associated costs and expenditures in connection with at least two phases of the development, implementation and operation of the Program (each, a "Phase"). A Listed Entity that desires to remain a Party to this Agreement must pay to the Treasurer its share of approved expenditures for each Phase on or before the due date(s) determined by the Board or if no date is determined by the Board then as specified herein (each, a "Payment").

b. The first Phase ("Phase 1") will begin on the Effective Date and end on the date the design of the Program with proposed Program Rates has been submitted by RMP to the Commission for approval pursuant to Utah Code Ann. § 54-17-904 ("Program Submittal Date"). Phase 1 has approved expenditures in an amount of \$350,000. Each Listed Entity that intends to become or remain a Party after July 31, 2021, or other date as determined by the Board, shall make Phase 1 Payments as follows:

i. Each Party that desires to remain a Phase 1 Party after July 31, 2021, or other date as determined by the Board, shall make one or more Payments to the Treasurer on or before July 31, 2021, or other date as determined by the Board, in the amount of its Phase 1 Initial Payment as specified in Column D of Schedule 1. After the Effective Date, the Agency may commit to expenditures only after Parties have made full or partial Payments in amounts sufficient to cover such expenditures.

ii. Each Phase 1 Anchor Community shall also make one or more Phase 1 Anchor Payments to the Treasurer on or before October 31, 2021 for Anchor Communities that are municipalities and January 31, 2022 for Anchor Communities that are counties, or such other date in either case as may be determined by the Board, in an amount determined as specified below, up to the maximum Phase 1 Anchor Payment specified for such Anchor Community in Column D of Schedule 2. The aggregate total of all actual Phase 1 Anchor Payments shall equal the approved Phase 1 expenditures specified in Section 7.b, reduced by the aggregate total dollar amount received by the Treasurer in Phase 1 Initial Payments and from any other sources intended for such purpose other than from the Parties prior to January 31, 2022 or other date as determined by the Board, (“Phase 1 Remaining Balance”). The actual Phase 1 Anchor Payment to be paid by each Phase 1 Anchor Community shall be based on its proportionate share of the aggregate of all maximum Phase 1 Anchor Payments as specified in the “Total” Row of Column D of Schedule 2, multiplied by the Phase 1 Remaining Balance. Any Anchor Payments made by any Anchor Community in excess of such maximum Phase 1 Anchor Payments shall be entered in Column J of Schedule 2 and shall be deemed to be a prepayment (“Phase 2 Anchor Prepayment”) with respect to such Anchor Community’s Phase 2 Anchor Payment. The resulting actual Phase 1 Anchor Payment to be paid by each Phase 1 Anchor Community shall be entered in Column I of Schedule 2 and shall be paid to the Treasurer by each Phase 1 Anchor Community by October 31,

2021, for Anchor Communities that are municipalities and January 31, 2022 for Anchor Communities that are counties or such other date in each case as may be determined by the Board.

iii. Except as provided in Section 7.c.ii or 7.e, no Phase 1 Initial Payment, Phase 2 Anchor Prepayment, or Phase 1 Anchor Payment will be refunded regardless of the actual Phase 1 or Phase 2 expenditures, and no additional Phase 1 Payments other than those specified herein will be required of any Party absent such Party's consent. The Board will determine how any unused and uncommitted Phase 1 amounts held by it will be spent in connection with the Program.

c. The second Phase ("Phase 2") will begin on the Program Submittal Date and end on the expiration of the "implementation period" as defined in the Rules. Phase 2 has approved expenditures in an amount not to exceed \$350,000 or such lesser amount as approved by the Board. Each Party that intends to remain a Phase 2 Party shall make Phase 2 Payments as follows:

i. Each Party that desires to remain a Phase 2 Party shall make one or more Payments to the Treasurer on or before July 31, 2022, or other date as determined by the Board, in the amount of its Phase 2 Initial Payment as specified in Column E of Schedule 1.

ii. Each Phase 2 Anchor Community shall also make one or more Phase 2 Anchor Payments to the Treasurer on or before October 31, 2022, for Anchor Communities that are municipalities and January 31, 2023 for Anchor Communities that are counties or such other date in each case as may be determined by the Board, in an amount determined as specified below, up to the maximum Phase 2 Anchor Payment specified for such Anchor Community in Column G of Schedule 2. The aggregate total of all actual Phase 2 Anchor Payments shall equal the aggregate of the approved Phase 1 and Phase 2 expenditures specified in Sections 7.b and 7.c, reduced by the aggregate total dollar amount of all Phase 1 and Phase 2 Initial

Payments and any other amounts received from sources intended for such purpose other than Parties by July 31, 2022, or other date as determined by the Board, and further reduced by all Phase 1 Anchor Payments received by July 31, 2021, or other date as determined by the Board (“Phase 2 Remaining Balance”). The actual Phase 2 Anchor Payment to be paid by each Phase 2 Anchor Community shall be based on its proportionate share of the aggregate of all maximum Phase 2 Anchor Payments as specified in the “Total” Row of Column G of Schedule 2, multiplied by the Phase 2 Remaining Balance, as adjusted to credit each Phase 1 Anchor Community for its proportionate share of any Phase 1 Anchor Payments received by the Treasurer after July 31, 2021, or other date as determined by the Board. The resulting actual Phase 2 Anchor Payment to be paid by each Phase 2 Anchor Community shall be entered in Column K of Schedule 2 and shall be paid to the Treasurer by each Phase 2 Anchor Community by October 31, 2022 or other date as determined by the Board. In the event an Anchor Community’s Phase 2 Anchor Prepayment exceeds its actual Phase 2 Anchor Payment obligation, the Treasurer shall refund the excess prepayment.

iii. Except as provided in Section 7.e and 7.c.ii, no Phase 2 Initial Payment or Phase 2 Anchor Payment will be refunded regardless of the actual Phase 1 or Phase 2 expenditures, and no additional Phase 2 Payments other than those specified herein will be required of any Party absent such Party’s consent. The Board will determine how any unused and uncommitted Phase 1 or Phase 2 amounts held by it will be spent in connection with the Program.

d. If at any time an Anchor Community provides Notice to the Secretary that it elects to withdraw as a Party to this Agreement or as an Anchor Community, or if an Anchor Community fails to make any Phase 1 or Phase 2 Initial Payment or Anchor Payment as required hereunder, or if an Anchor Community is otherwise deemed to have withdrawn from this Agreement, the Secretary shall provide Notice to all Parties of the same and this Agreement shall

terminate unless all remaining Anchor Communities, including any other Parties that then agree to become Anchor Communities, reach agreement within 90 calendar days of such Notice as to expenditures and future Anchor Community Payments.

e. If this Agreement is terminated, any unused and uncommitted Payments or Phase 2 Anchor Prepayment held by the Agency or the Treasurer shall be refunded to the Parties making the Phase 2 Anchor Prepayment or otherwise based on their relative total Payments previously paid.

f. Any other or additional Phases approved by the Board in addition to Phase 1 and Phase 2 will include such activities, expenditures and Payment requirements as may be determined by the Board.

g. Notwithstanding anything to the contrary in this Agreement, each Eligible Community shall be solely responsible for paying separately all costs and expenses of providing notice within such Eligible Community as required by Sections 54-17-905(1) and (6)(a) of the Act.

8. **Commitments Subject to Appropriation; Failure to Pay.** All of the financial commitments made herein by the Parties, as governmental entities, are subject to the appropriation of funds approved by a Party's governing body and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution. In the event the governing body of a Party fails to make appropriations necessary to satisfy the Party's financial obligations hereunder, such failure to make an appropriation shall not be considered a breach of the Agreement and such Party shall endeavor to provide timely Notice of the same to the Secretary and to all Parties of its withdrawal from this Agreement. In the event a Party otherwise fails to timely make any Payment required by this Agreement, the Board will notify such Party of such non-payment and will provide 30 calendar days for such Party to make the required Payment. If such Party fails to make any such required Payment, the Agency may pursue all remedies available at law or equity

(including the judicial remedy of injunctive relief if applicable), and the Board may determine that such Eligible Community will be deemed to have withdrawn from this Agreement unless and until such Payment has been received.

9. **Term.** If not sooner terminated, the term of this Agreement shall be for 50 years from the Effective Date of this Agreement.

10. **Amendment.** This Agreement may not be amended except by written instrument signed by all the Parties.

11. **Notices.** All notices, requests, demands, and other communications hereunder (each, a “Notice”) to the Agency will be in writing and given by delivering a copy, by certified U.S. Mail, return receipt requested, to the Secretary specified in Schedule 3, as the same may be updated from time to time. Notice may also be sent to the Secretary via email as specified in Schedule 3, so long as the Notice is followed up by written notice via U.S. Mail unless the Secretary has provided written confirmation of receipt of such Notice. Notice information for each Party shall be included on such Party’s signature page to this Agreement, and may be updated from time to time by providing written Notice of the same to the Secretary. Notices received by the Secretary will promptly be sent electronically by the Secretary to all officers and Board Members of the Agency using such email address(es) as to which the Secretary has received Notice.

12. **Interlocal Cooperation Act Requirements.** The Parties enter into this Agreement pursuant to the Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Parties agree as follows:

a. *Approval Resolution.* This Agreement shall be conditioned upon the approval, execution and delivery to the Secretary of this Agreement by the Parties pursuant to and in accordance with the provisions of the Interlocal Cooperation Act, including the adoption of

resolutions of approval if such resolutions of the legislative bodies of the Parties are required by the Interlocal Cooperation Act.

b. *Attorney Approval as to Form.* In accordance with the provisions of Utah Code Ann. §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement becomes effective as to such Party or is delivered to the Secretary.

c. *Repository.* A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code Ann. §11-13-209.

d. *Joint Board.* As required by Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by the Board.

e. *Real and Personal Property.* No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

f. *Financing Joint Cooperative Undertaking; Budget.* The functions to be performed by the joint or cooperative undertaking are those described in this Agreement. There will be no financing of this joint or cooperative undertaking and no formal budget shall be established or maintained. Each Party's share of approved Agency expenditures shall be established and paid in accordance with this Agreement.

13. **Entire Agreement & Schedules.** This Agreement constitutes the entire agreement between the Parties regarding those subjects that are the subject matter of this Agreement, and this Agreement supersedes all prior agreements and understandings between the Parties pertaining thereto. All schedules annexed to this Agreement are expressly made a part of this Agreement as

though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such schedules and writings.

14. **Governing Law & Venue.** The provisions of this Agreement will be governed by and be construed in accordance with the laws of the state of Utah. Disputes and other issues between the Parties arising out of or related to this Agreement will, to the extent possible, be resolved by informal mediation. If informal mediation is unsuccessful then the disputing Parties shall attempt to mediate the dispute before an acceptable mediator. If the dispute is not successfully mediated or an acceptable mediator is not selected within ten business days of a request for mediation then the dispute will be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah.

15. **Waiver.** No failure by any Party to insist upon strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, will constitute a waiver of any such breach or of any other covenant, agreement, term, or condition of this Agreement. Any Party may, by Notice delivered in the manner provided in this Agreement, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other Parties. No waiver will affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof will continue in full force and effect with respect to any other then existing or subsequently occurring breach.

16. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid, void, or unenforceable, the same will be deemed severable from the remainder of this Agreement and will in no way affect any other covenant, condition, or other provision herein contained. If such condition, covenant, or other provision will be deemed invalid due to its

scope or breadth, such provision will be deemed valid to the extent of the scope or breadth permitted by law.

17. **Ethics.** The Board members shall, as applicable, comply with the requirements of the “Municipal Officers and Employees Disclosure Act” (Part 13 of Chapter 3 of Title 10 of the Utah Code), the “County Officers and Employees Disclosure Act” (Chapter 16a of Title 17 of the Utah Code), the “Public Officers and Employees Ethics Act” (Chapter 16 of Title 67 of the Utah Code) and other applicable statutory provisions related to ethics and honesty in public government service.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed signature page by e-mail transmission or electronic signature shall be effective as delivery of a manually signed counterpart of this Agreement.

19. **Third-Party Beneficiaries.** There are no intended third-party beneficiaries to this Agreement. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person, other than the Party who receives benefits under this Agreement, shall be deemed an incidental beneficiary only.

20. **Authorization.** The individuals executing this Agreement on behalf of the Parties confirm that they are duly authorized representatives of the Parties and are lawfully enabled to execute this Agreement on behalf of the Parties.

IN WITNESS WHEREOF, each of the Parties, by resolution duly adopted, has caused this Agreement to be signed and delivered.

[Signatures begin after Schedules]

SCHEDULE 1

[Listed Entities/Original Weights/Initial Payments]

A	B	C	D	E
	Listed Entities:	Original Weight (%):	Phase 1 Initial Payment [Due 7/31/21]	Phase 2 Initial Payment [Due 7/31/22]
1	Grand County	0.603	2,109.37	2,109.37
2	Salt Lake County	3.306	11,570.26	11,570.26
3	Summit County	3.074	10,759.97	10,759.97
4	Town of Alta	0.063	218.93	218.93
5	Bluffdale City	3.168	11,088.57	11,088.57
6	Town of Castle Valley	0.030	106.74	106.74
7	Coalville City	0.161	562.99	562.99
8	Cottonwood Heights	3.126	10,942.10	10,942.10
9	Emigration Canyon Township	0.130	456.22	456.22
10	Francis City	0.120	421.54	421.54
11	City of Holladay	2.682	9,387.72	9,387.72
12	Kamas City	0.212	743.49	743.49
13	Kearns	2.745	9,606.01	9,606.01
14	Moab City	0.639	2,237.95	2,237.95
15	Millcreek	5.263	18,421.40	18,421.40
16	Oakley City	0.149	520	520
17	Ogden City	10.211	35,737.26	35,737.26
18	City of Orem	8.863	31,019.52	31,019.52
19	Park City	1.926	6,742.38	6,742.38
20	Salt Lake City	28.872	101,050.33	101,050.33
21	Springdale City	0.138	481.26	481.26
22	West Jordan City	10.833	37,916.77	37,916.77
23	West Valley City	13.685	47,899.22	47,899.22
	SUM	100.00	350,000.00	350,000.00

SCHEDULE 2

[Anchor Communities/Anchor Payments]

A	B	C	D	E	F	G	H	I	J	K	L
	Anchor Communities*	Phase 1 Initial Payment (from Schedule 1)	Maximum Phase 1 Anchor Payment	Maximum Phase 1 Total Payments	Phase 2 Initial Payment (from Schedule 1)	Maximum Phase 2 Anchor Payment	Maximum Phase 2 Total Payments	Actual Phase 1 Anchor Payment	Actual Phase 2 Anchor Pre-Payment	Actual Phase 2 Anchor Payment	Total Maximum Phase 1 and Phase 2 Initial and Anchor Payments
1	Grand County	2,109.37	3,110.81	5,220.18	2,109.37	3,110.81	5,220.18				10,440.36
2	Summit County	10,759.97	15,868.33	26,628.30	10,759.97	15,868.33	26,628.30				53,256.60
3	Town of Castle Valley	106.74	157.42	264.16	106.74	157.42	264.16				528.32
4	Moab City	2,237.95	3,300.43	5,538.38	2,237.95	3,300.43	5,538.38				11,076.76
5	Millcreek	18,421.40	27,167.05	45,588.45	18,421.40	27,167.05	45,588.45				91,176.90
6	Park City	6,742.38	9,943.35	16,685.73	6,742.38	9,943.35	16,685.73				33,371.46
7	Salt Lake City	101,050.33	149,024.48	250,074.80	101,050.33	149,024.48	250,074.80				500,149.60
	TOTALS:	141,428.14	208,571.87	350,000.00	152,998.40	197,001.60	350,000.00				700,000.00

Revised 9-7-21

SCHEDULE 3

[Initial Officers/Contact Information/Payment Information]

Initial President:

Phone: _____
Fax: _____
Email: _____

Initial Secretary:

Phone: _____
Fax: _____
Email: _____

Initial Treasurer

Phone: _____
Fax: _____
Email: _____

Payment Information:

GRAND COUNTY

GRAND COUNTY

By _____

Print: _____

Its: _____

Approved as to legal form:

Attest:

Dated: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

SALT LAKE COUNTY

SALT LAKE COUNTY

By _____

Print: _____

Its: _____

Approved as to legal form:

Attest:

Dated: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

SUMMIT COUNTY

SUMMIT COUNTY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

Dated: _____

Contact Information:

Phone: _____
Fax: _____
Email: _____

TOWN OF ALTA

TOWN OF ALTA

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

Dated: _____

Contact Information:

Phone: _____
Fax: _____
Email: _____

BLUFFDALE CITY

BLUFFDALE CITY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____
Fax: _____
Email: _____\

TOWN OF CASTLE VALLEY

TOWN OF CASTLE VALLEY

By _____

Print: _____

Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

COALVILLE CITY

COALVILLE CITY

By _____
Print: _____
Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____
Fax: _____
Email: _____

COTTONWOOD HEIGHTS

COTTONWOOD HEIGHTS

By _____

Print: _____

Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

EMIGRATION CANYON TOWNSHIP

EMIGRATION CANYON TOWNSHIP

By _____

Print: _____

Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

FRANCIS CITY

FRANCIS CITY

By _____

Print: _____

Its: _____

Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Phone: _____

Fax: _____

Email: _____

CITY OF HOLLADAY

CITY OF HOLLADAY

By _____

Print: _____

Its: _____

Approved as to legal form:

Attest:

DATED: _____

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PARK CITY

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SALT LAKE CITY

SALT LAKE CITY

By _____

Print: _____

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Approved as to legal form:

Attest:

DATED: _____

Contact Information:

Christopher Thomas

Salt Lake City Department of Sustainability

451 S. State St. Room 404

P.O. Box 145467

Salt Lake City, UT 84114-5467

Phone: 385-228-6873

Fax: 801-535-7789

Email: christopher.thomas@slcgov.com

SPRINGDALE CITY

SPRINGDALE CITY

By _____

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WEST JORDAN CITY

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COMMUNITY RENEWABLE ENERGY PROGRAM AGREEMENT

between

ROCKY MOUNTAIN POWER

and

**COMMUNITY RENEWABLE ENERGY AGENCY, TOWN OF ALTA, TOWN OF
CASTLE VALLEY, COALVILLE CITY, CITY OF COTTONWOOD HEIGHTS,
EMIGRATION CANYON TOWNSHIP, FRANCIS CITY, GRAND COUNTY, CITY OF
HOLLADAY, KEARNS METRO TOWNSHIP, MILLCREEK, CITY OF MOAB,
OAKLEY CITY, OGDEN CITY, PARK CITY, SALT LAKE CITY, SALT LAKE
COUNTY, SUMMIT COUNTY, AND TOWN OF SPRINGDALE**

Table of Appendices:

Appendix A – List of Communities

Appendix B – Agreement for Payment of Third-Party Expertise

Appendix C – Memorandum of Understanding

Appendix D – Communication Information

COMMUNITY RENEWABLE ENERGY PROGRAM AGREEMENT

This COMMUNITY RENEWABLE ENERGY PROGRAM AGREEMENT (this “Agreement”), entered into this ____ day of _____, 20__ (“Execution Date”), is entered into between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (the “Company”), the Community Renewable Energy Agency, an agency formed pursuant to the Interlocal Cooperation Act (the “Agency”), and each of the towns, municipalities, and counties listed in Appendix A hereto (individually, a “Community” and collectively the “Communities”) (each party hereto sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, in 2019, the Utah State Legislature enacted House Bill 411, codified at Utah Code §§ 54-17-901 to -909, known as the “Community Renewable Energy Act”; and

WHEREAS, the Act authorizes the Public Service Commission of Utah to establish a community renewable energy program whereby qualifying communities may cooperate with qualified utilities to provide electric energy for participating customers from renewable energy resources, in an amount that equals their annual consumption; and

WHEREAS, the Act further authorizes the Commission to adopt administrative rules to implement the Act and the Commission has adopted such rules as set forth in Utah Administrative Code R746-314-101 through -402 (“Rules”); and

WHEREAS, Company is a “qualified utility” as defined in Utah Code § 54-17-801;

WHEREAS, the Rules require that a customer of a qualified utility may be served by the Program if, in addition to the requirements of the Act, the Community in which the customer resides also adopts an agreement with other eligible Communities to establish a decision-making process for Program design, resource solicitation, resource acquisition, and other Program issues and provides a means of ensuring that eligible Communities and those that become participating Communities will be able to reach a single joint decision on any necessary Program issues. On March 31, 2021, the Communities entered into such an agreement, entitled the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program (“Governance Agreement”), through which each Community is a member of the Agency, authorized under the Governance Agreement to make certain joint decisions on behalf of Communities that participate in the Program; and

WHEREAS, the Act provides that a customer of a qualified utility may be served by the Program if the community in which the customer resides satisfies certain requirements, including, adopting a resolution required by Utah Code § 54-17-903(2)(a); entering into an agreement with a qualified utility as required by Utah Code § 54-17-903(2)(b); adopting a local ordinance as required by Utah Code § 54-17-903(2)(c); and complying with any other terms or conditions required by the Commission; and

WHEREAS, each Community has passed a resolution stating a goal of achieving an amount equivalent to 100% of the annual electric energy supply for participating customers from renewable energy resources by 2030, as required by Utah Code § 54-17-903(2)(a); and

WHEREAS, the Parties enter into this Agreement to satisfy the requirements of Utah Code § 54-17-903(2)(b) and to address various issues related to the Program.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, Company, Agency, and each Community hereby agree to the following terms and conditions:

SECTION 1

DEFINITIONS

1.1 Definitions. Whenever used herein, the following terms shall have the respective meanings set forth below, unless a different meaning is plainly required by the context, and when the defined meaning is intended, the term is capitalized:

“Act” means the Community Renewable Energy Act, codified by the Utah State Legislature at Utah Code Ann. §§ 54-17-901 to -909, and as amended.

“Agency” has the meaning set forth in the opening paragraph of this Agreement.

“Application” means the application to be filed by the Company with the Commission seeking approval of the Program, as contemplated by Utah Code § 54-17-904(1).

“Annexed Customer” means a retail electric customer of Company with an electric service address located within an area annexed into a Participating Community after the Implementation Date, beginning on the date that such person becomes an Eligible Customer.

“Business Day” means every day other than a Saturday, Sunday or day which is a legal holiday in Utah on which banks are not generally open for business.

“Cancellation Date” means the last day of the applicable Cancellation Period.

“Cancellation Period” means the period during which a Participating Customer may opt-out of the Program without incurring a Termination Fee. The Cancellation Period shall be:

- (a) for Participating Customers that were Eligible Customers on the Implementation Date, the three billing cycles immediately following the applicable Commencement Date; or
- (b) for Participating Customers that were not Eligible Customers on the Implementation Date, but became Eligible Customers after the Implementation Date, the later of (i) the period specified in (a), above, or (ii) the 60-day period immediately following the applicable Commencement Date for such customer.

“Commencement Date” means the date on which an Eligible Customer becomes a Participating Customer and begins paying Program Rates. For each Participating Customer, the Commencement Date shall be:

- (a) for Participating Customers that were Eligible Customers on the Implementation Date, the first day following the last day of the Implementation Period; or
- (b) for Participating Customers that were not Eligible Customers on the Implementation Date, but became Eligible Customers after the Implementation Date, the date the First Opt-out Notice is sent to such customer.

“Commission” means the Public Service Commission of Utah created in Utah Code § 54-1-1.

“Commission Approval” has the meaning set forth in Section 2.5 of this Agreement.

“Communication” has the meaning provided in Section 12 of this Agreement.

“Community” has the meaning set out in the opening paragraph of this Agreement.

“County” means the unincorporated area of a county of the State of Utah.

“Division” means the Division of Public Utilities created in Utah Code § 54-4a-1.

“Eligible Customer” means a Person that is (a) a customer of the Company receiving retail electric service at a location within the boundary of a Participating Community, and (b) identified by the Company with a Tax Identifier associated with a Participating Community, but excluding any residential customer as specified in Utah Code §54-17-905(5) that is then receiving net metering service from the Company under the Company’s Utah electric service Schedule 135. A Person that is not an Eligible Customer as of the Implementation Date may become an Eligible Customer after the Implementation Date by becoming either a New Customer or an Annexed Customer.

“Exit Notice” means a notice provided to the Company by an Exiting Customer that indicates the Exiting Customer no longer wishes to participate in the Program, and that also includes the Exiting Customer’s name, account number, service address, and the telephone number associated with the account.

“Exiting Customer” means a Participating Customer that elects to terminate its participation in the Program after the Cancellation Date applicable to that Participating Customer.

“First Opt-out Notice,” means the first notice to be provided by the Company to an Eligible Customer, a New Customer, or an Annexed Customer pursuant to Utah Admin. Code Section R746-314-301;

“Governance Agreement” has the meaning set forth in the recitals to this Agreement.

“Governmental Authority” means any federal, state or other political subdivision thereof, having jurisdiction over the Parties, including any municipality, township or county, and any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or

pertaining to government, including any corporation or other Person owned or controlled by any of the foregoing; provided that the Communities and the Agency shall be deemed not to be a “Governmental Authority” for purposes of this Agreement.

“Implementation Date” means the date following the Ordinance Deadline on which the First Opt-out Notice is sent by Company to any Eligible Customer.

“Implementation Period” means the 60-day period beginning on the Implementation Date.

“Municipality” means a city or a town as defined in Utah Code § 10-1-104.

“New Customer” means a Person other than an Annexed Customer that becomes an Eligible Customer within a Participating Community after the Implementation Date.

“Office” means the Office of Consumer Services created in Utah Code § 54-10a-101

“Opt-out Notice” means either the First Opt-out Notice or the Second Opt-out Notice, as well as any in-person visits required by Utah Code § 54-17-905(1)(c).

“Ordinance” means an ordinance adopted by a Community that (a) establishes the Community’s participation in the Program, and (b) is consistent with the terms of this Agreement, each as required by Utah Code § 54-17-903(2)(c) in order for a Community to become a Participating Community.

“Ordinance Deadline” means the date that is either ninety (90) days after the date of Commission Approval, or if such date falls on a day that is not a Business Day, then the next Business Day, which date represents the date by which each Community must adopt the Ordinance, as required by Utah Code § 54-17-903(3).

“Participating Community” means a Community that is a Municipality or a County in Utah and that:

- (a) is a Party to this Agreement
- (b) has residents that are Participating Customers;
- (c) has adopted an Ordinance that is in full force and effect; and
- (d) otherwise meets the requirements of Utah Code § 54-17-903.

“Participating Customer” means a Person that is a customer of the Company that:

- (a) takes electrical service from the Company at an address located within the boundary of a Participating Community;
- (b) has not exercised the right to opt out of participation in the Program prior to the Commencement Date; and
- (c) has not become an Exiting Customer.

“Person” means an individual or any other legal entity.

“Program” means the community renewable energy program to be implemented by Company as described in the Application, pursuant to the Act and as approved by the Commission.

“Program Rates” means the rates and fees charged to Participating Customers and Exiting Customers (a) intended to recover all costs and expenses incurred by the Company to implement and operate the Program in accordance with Utah Code § 54-17-904(4); and (b) intended to be utilized to help manage unanticipated Program costs and expenses, or to help offset the impacts of customers exiting the program.

“Qualified Utility” means the Company.

“Replaced Asset” means an existing thermal energy resource that (a) was built or acquired, in whole or in part, by the Company prior to the date of Commission Approval for the purpose of serving the Company’s customers, including customers within a Participating Community; and (b) is deemed to no longer serve Participating Customers.

“Requirements of Law” means any applicable federal, state and local law, statute, regulation, rule, action, order, code or ordinance enacted, adopted, issued or promulgated by any Governmental Authority (including those pertaining to electrical, building, zoning, environmental and wildlife protection, and occupational safety and health); provided that Requirements of Law shall exclude any law, statute, regulation, rule, action, order code or ordinance issued by the Communities or the Agency to the extent not in conformity with the Program, Act, Rules, or this Agreement.

“Second Opt-out Notice,” means the second notice to be provided by the Company to an Eligible Customer, a New Customer, or an Annexed Customer pursuant to Utah Admin. Code Section R746-314-302.

“Tax Identifier” means an identifier used by the Company to designate meters and accounts that are associated with specific municipal or county taxing districts.

“Termination Fee” means the fee, if any, to be assessed on and charged to an Exiting Customer pursuant to the terms of the Program and in accordance with Utah Code § 54-17-905(3)(c) and Utah Admin. Code Section R746-314-306.

1.2 Rules of Interpretation; General. As of the Execution Date, and unless otherwise required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) references to “Sections” or “Appendices” are to sections of or appendices to this Agreement; (c) “herein,” “hereof” and “hereunder” refer to this Agreement as a whole; (d) the masculine includes the feminine and neuter and vice versa; (e) “including,” “includes,” and “included” mean “including, without limitation” or “including, but not limited to”; (f) the word “or” is not necessarily exclusive; (g) reference to “days,” “months” and “years” means calendar days, months and years, respectively, unless expressly stated otherwise in this Agreement; and (h) any notices or other items required to be delivered on a “day” that is not a Business Day shall be required to be delivered on the next Business Day.

1.3 Terms Not to be Construed for or Against Either Party. Each term in this Agreement must be construed according to its fair meaning and not strictly for or against either

Party. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

1.4 Headings. The headings used for the sections of this Agreement are for convenience and reference purposes only and in no way affect the meaning or interpretation of the provisions of this Agreement.

SECTION 2

TERM; CONDITIONS PRECEDENT

2.1 Effective Date—Communities. This Agreement shall be effective as between Company and each individual Community on the date that (a) the Agreement has been executed and delivered by both the Company and such Community, (b) Commission Approval has been obtained, and (c) such Community has enacted the Ordinance by the Ordinance Deadline (the “Community Effective Date”). If any Community declines or fails to enact an Ordinance by the Ordinance Deadline, this Agreement shall be terminated with respect to that Community, and neither the Company nor that Community shall have or owe any rights or obligations to each other with respect to this Agreement as of the Ordinance Deadline.

2.2 Effective Date—Agency. This Agreement shall be effective as between the Company and the Agency when (a) it has been executed and delivered by both the Company, at least two (2) Communities, and the Agency, and (b) Commission Approval has been obtained (the “Agency Effective Date”). If no Community enacts an Ordinance by the Ordinance Deadline, the Agreement shall be terminated in its entirety, and neither the Company nor the Agency nor any Community shall have or owe any rights or obligations to each other with respect to this Agreement as of the Ordinance Deadline.

2.3 Obligations Prior to Effective Date. Notwithstanding the provisions in Sections 2.1 and 2.2, prior to the Community Effective Date and the Agency Effective Date, those rights and obligations hereunder expressly arising upon the Execution Date (including Sections 1.2 and the defined terms in Section 1.1) shall be effective as of the Execution Date, and Appendix B and Appendix C shall be effective as of the dates set forth in those agreements.

2.4 Term. Unless earlier terminated as provided for herein, this Agreement shall remain in effect so long as the Program is in effect and the Communities have residents who are Eligible Customers or Participating Customers (the “Term”).

2.5 Commission Approval or Denial. Commission Approval shall be deemed to have been granted as of the date of a Commission order approving the Application. Commission Approval shall be deemed to have been denied as of the date that the Commission issues an order declining to establish a Program as described in the Application, or an order requiring material modifications to the Program as described in the Application that are not acceptable to Company or Agency, each in its sole discretion.

2.6 Termination in Event of Commission Denial. If Commission Approval is denied pursuant to Section 2.5, the Agreement will terminate with respect to all Parties and all future obligations of the Parties under this Agreement (other than the provisions which by their terms are intended to survive the termination of this Agreement) shall be terminated without further liability of any Party. Under no circumstances shall any Party have any liability to any other Party due to a denial of Commission Approval.

2.7 Community Participation Through Agency. Company shall implement only a single Program, and the Communities shall participate in the Program through the Agency. The Agency shall represent the Communities in all communications with Company pertaining to this Agreement and the Program, including, without limitation, any necessary communications relating to Program design and implementation, and solicitation and acquisition of Renewable Energy Resources for the Program. Notwithstanding the forgoing, or anything else in this Agreement to the contrary, the Communities shall be individually responsible for the obligations imposed pursuant to Section 5.2 and Utah Code § 54-17-905(6)(a), and the Agency shall have no financial obligations on behalf of any Community except those identified in Appendix B and Appendix C hereto.

SECTION 3

[RESERVED]

SECTION 4

STIPULATION OF PAYMENT FOR THIRD-PARTY EXPERTISE

4.1 Stipulation of Payment for Third-Party Expertise. On July 25, 2022, the Agency (acting on behalf of the Communities) and the Company entered into the Agreement for Payment of Third-Party Expertise to address payment by the Communities to the Company for third-party expertise contracted for by the Division of Public Utilities and the Office of Consumer Services as required by Utah Code § 54-17-903(2)(b)(i)(A). A true and correct copy of the Agreement for Payment of Third-Party Expertise is attached hereto as Appendix B. Also on July 25, 2022, each of the Company, the Agency, the Division of Public Utilities, and the Office of Consumer Services entered into a Memorandum of Understanding to facilitate the payments contemplated in the Agreement for Payment of Third-Party Expertise. A true and correct copy of the Memorandum of Understanding is attached hereto as Appendix C. The Parties reiterate and reaffirm their respective covenants and obligations set forth in the Agreement for Payment of Third-Party Expertise and the Memorandum of Understanding. Payments made to the Company pursuant to the Agreement for Payment of Third-Party Expertise shall be facilitated by the Agency consistent with and pursuant to the terms of this Agreement. The Parties further agree that the Agreement for Payment of Third-Party Expertise, the Memorandum of Understanding, and this Section 4.1 satisfy the Parties' respective obligations under Utah Code § 54-17-903(2)(b)(i)(A).

SECTION 5

STIPULATION OF PAYMENT FOR CUSTOMER OPT-OUT NOTICES

5.1 Notices. The Company will provide, in a form approved by the Commission, the Opt-out Notices to Eligible Customers, New Customers, and Annexed Customers at the times and in the form required by Requirements of Law and the Commission.

5.2 Stipulation of Payment for Opt-out Notices as of Implementation Date. The actual costs incurred by the Company in providing the Opt-out Notices (including any in person visits, as required by Utah Code § 54-17-905(1)(c)) to Eligible Customers within the Participating Communities as of the Implementation Date shall be paid by the Participating Community in which each such Eligible Customer is located. Each Participating Community shall pay to the Company its actual cost of providing these Opt-out Notices, as set forth herein:

The Company shall within one hundred eighty (180) days of the Implementation Date send one or more invoices to each Participating Community for the actual costs of providing Opt-out Notices to the Eligible Customers as of the Implementation Date in each such Participating Community. Each invoice shall identify actual cost of providing the Opt-out Notices and in person visits, as required by Utah Code § 54-17-903, to Company's Eligible Customers in the Participating Community, the total number of Eligible Customers to which the Opt-out Notices were provided within the Participating Community, and the Company's average cost per Opt-out Notice. The Company shall send a copy of each such invoice to the Agency. Within thirty (30) days of its receipt of any such invoice, each Participating Community shall provide payment to the Company for the amount of any invoiced costs it does not dispute and a written response identifying any costs in dispute.

5.3 Dispute Resolution. Disputes regarding the amount of invoices from the Company outlined in Section 5.2 will be resolved pursuant to Section 14.

SECTION 6

[RESERVED]

SECTION 7

TERMINATION FEES

7.1 Unpaid Termination Fees. Any Termination Fees that remain unpaid to Company upon dissolution of the Program and/or termination of this Agreement shall not be the obligation of Company, but shall be paid to Company as provided by the Commission and the Program. The Parties agree that this Section 7.1 satisfies the obligations of Utah Code § 54-17-903(2)(b)(ii).

SECTION 8

[RESERVED]

SECTION 9

REPLACED ASSET

9.1 No Initially Proposed Replaced Asset. As of the Execution Date of this Agreement, the Communities do not identify any initially proposed Replaced Asset, as that term is defined herein and in Utah Code § 54-17-902(15). The Parties agree that this Section 9.1 satisfies the obligations of Utah Code § 54-17-903(b)(iii).

SECTION 10

REPRESENTATIONS AND WARRANTIES; DEFAULTS AND REMEDIES

10.1 Representations and Warranties of Agency. The Agency represents and warrants that as of the Execution Date, and throughout the Term:

- (a) The Governance Agreement is in full force and effect;
- (b) It is duly formed and validly existing pursuant to the Governance Agreement and in conformance with the Interlocal Cooperation Act, Utah Code Section 11-13-101 through 11-13-608, for the purpose of taking joint or cooperative action pursuant to Utah Code Section 11-13-202(1)(a);
- (c) It has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with the terms hereof, and has funds sufficient to meet its reasonably anticipated financial obligations under this Agreement;
- (d) It has authority to make decisions regarding aspects of Program administration consistent with the Governance Agreement and that each of the Communities has agreed to be bound by such decisions, provided, however, that any amendment of this Agreement shall be made only in writing executed by each of the Parties hereto. For the avoidance of doubt, the Agency does not have authority to bind the Communities on matters outside the scope of the authority granted to the Agency in the Governance Agreement;
- (e) The execution and delivery of this Agreement by Agency and the performance of its obligations in this Agreement does not and will not contravene or result in a violation or breach of or default under any provision of its organizational documents, the Governance Agreement, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which its assets are bound, or any Requirements of Law applicable to it; and
- (f) This Agreement is its valid and legally binding obligation, enforceable against Agency in accordance with the terms of this Agreement, except as enforceability may be limited by Utah law and applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

10.2 Representations and Warranties of Communities. Each Community represents and warrants that as of the Execution Date and throughout the Term:

(a) It is a party to the Governance Agreement, and the Governance Agreement is in full force and effect;

(b) It is a Municipality or County duly formed and validly existing pursuant to and in conformance with the laws of the State of Utah;

(c) It has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with the terms hereof, and has taken all actions necessary to appropriate funds sufficient to meet its reasonably anticipated financial obligations under this Agreement; provided, however, that, to the extent not already appropriated, all financial commitments by the Communities shall be subject to the appropriation of funds approved by the legislative bodies of each Community, as applicable, and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution;

(d) It has authorized the Agency to make decisions regarding aspects of Program administration consistent with the Governance Agreement and that such decisions by the Agency bind the Community in connection with this Agreement, provided, however, that any amendment of this Agreement shall be made only in writing executed by each of the Parties hereto. For the avoidance of doubt, the Agency has authority to bind the Community only (1) on decisions within the scope of the authority granted to the Agency in the Governance Agreement, and (2) for so long as the Community remains a member of the Agency;

(e) The execution and delivery of this Agreement by it, and the performance of its obligations in this Agreement does not and will not contravene or result in a violation or breach of or default under any provision of its organizational documents, the Governance Agreement, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which its assets are bound, or any Requirements of Law applicable to it; and

(f) This Agreement is its valid and legally binding obligation, enforceable against it in accordance with the terms of this Agreement, except as enforceability may be limited by Utah law and applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

10.3 Representations and Warranties of Company. Company represents and warrants that as of the Execution Date and throughout the Term:

(a) It is duly incorporated, validly existing and in good standing under the laws of the State of its incorporation. It is duly qualified or licensed to do business and is in good standing in all jurisdictions in which the execution and delivery of this Agreement and performance of its obligations under this Agreement makes qualification necessary, except where the failure to be so qualified, licensed or in good standing would not reasonably be expected to materially and adversely affect its ability to perform its obligations under this Agreement.

(b) It has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with the terms hereof.

(c) It has taken all corporate actions required to be taken by it to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

(d) The execution and delivery of this Agreement and the performance of its obligations in this Agreement does not and will not contravene or result in a violation or breach of or default under any provision of its organizational documents, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which its assets are bound, or any Requirement of Law applicable to it.

(e) This Agreement is its valid and legally binding obligation, enforceable against Company in accordance with the terms of this Agreement, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

10.4 Defaults. An event of default ("Event of Default") shall occur with respect to a Party (the "Defaulting Party") upon the occurrence of any of the following events and the expiration of any applicable cure period provided for below:

(a) The Defaulting Party fails to make a payment when due under this Agreement and such failure is not cured within ten (10) Business Days after the other Party gives notice to the Defaulting Party of such non-performance.

(b) The Defaulting Party breaches one of its representations or warranties in this Agreement (other than those representations or warranties identified in Section 10.4(c) or Section 10.4(d)) and such breach is not cured within thirty (30) days after the other Party gives the Defaulting Party notice of such breach; provided, however, that if such breach is not reasonably capable of being cured within the thirty (30) day cure period but is reasonably capable of being cured within ninety (90) days, then the Defaulting Party will have an additional reasonable period of time to cure the breach, not to exceed ninety (90) days following the date of such notice of breach, provided that the Defaulting Party provides to the other Party a remediation plan within fifteen (15) days following the date of such notice of breach and the Defaulting Party promptly commences and diligently pursues the remediation plan.

(c) The Agency breaches its representations or warranties in Section 10.1(a) or Section 10.1(b).

(d) A Community breaches its representations or warranties in Section 10.2(a), Section 10.2(b) or Section 10.2(d).

(e) The Company breaches its representations or warranties in Section 10.3(a) or Section 10.3(b).

(f) The Defaulting Party fails to perform any material obligation in this Agreement for which an exclusive remedy is not provided in this Agreement and which is not otherwise an identified Event of Default in this Agreement, and such non-performance is not cured within thirty (30) days after the other Party gives the Defaulting Party notice of such non-performance; provided, however, that if such non-performance is not reasonably capable of being cured within the thirty (30) day cure period but is reasonably capable of being cured within ninety (90) days, then the Defaulting Party will have an additional reasonable period of time to cure such non-performance, not to exceed ninety (90) days following the date of such notice of non-performance, provided that the Defaulting Party provides to the other Party a remediation plan within fifteen (15) days following the date of such notice of non-performance and the Defaulting Party promptly commences and diligently pursues such remediation plan.

10.5 Termination and Remedies. Except as limited by Section 2.5 of this Agreement, and except where a remedy is expressly described herein as a Party's sole or exclusive remedy, from the occurrence and during the continuance of an Event of Default, the non-Defaulting Party will be entitled to all remedies available at law or in equity, and may terminate this Agreement as to the Defaulting Party by written notice delivered to the Defaulting Party designating the date of termination no less than fifteen (15) days before such termination date. The notice required under this Section 10.5 may be provided in the notice of non-performance delivered pursuant to Section 10.4(b) or Section 10.4(f) (and does not have to be a separate notice), provided it complies with the terms of this Section 10.5.

10.6 Duty/Right to Mitigate. Each Party agrees that it has a duty to mitigate damages and may use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's non-performance of its obligations under this Agreement.

10.7 Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NO PARTY WILL BE LIABLE TO ANY OTHER PARTY FOR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLOWED OR PROVIDED BY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE.**

SECTION 11

FORCE MAJEURE

11.1 Definition of Force Majeure. "Force Majeure" or an "event of Force Majeure" means an event or circumstance that prevents a Party (the "Affected Party") from performing, in whole or in part, an obligation under this Agreement and that: (a) is not reasonably anticipated by the Affected Party as of the Execution Date; (b) is not within the reasonable control of the Affected Party or its Affiliates; (c) is not the result of the negligence or fault or the failure to act by the Affected Party or its Affiliates; and (d) could not be overcome or its effects mitigated by the use

of due diligence by the Affected Party or its Affiliates. Force Majeure includes the following types of events and circumstances (but only to the extent that such events or circumstances satisfy the requirements in the preceding sentence): tornado, hurricane, tsunami, flood, earthquake and other acts of God; fire; explosion; invasion, acts of terrorism, war (declared or undeclared) or other armed conflict (except as excluded below); riot, revolution, insurrection or similar civil disturbance; global pandemic (except as excluded below); sabotage; strikes, walkouts, lock-outs, work stoppages, or other labor disputes; and action or restraint by Governmental Authority (except as excluded below); provided that the Affected Party has not applied for or assisted in the application for, and has opposed to the extent reasonable, such action or restraint. Notwithstanding the foregoing, none of the following shall constitute Force Majeure: (i) economic hardship, including lack of money or the increased cost of electricity, steel, labor, or transportation; (ii) the imposition upon a Party of costs or taxes; and (iii) the occurrence after the Execution Date, of an enactment, promulgation, modification or repeal of one or more Requirements of Law, including regulations or national defense requirements that affects the cost or ability of either Party to perform under this Agreement.

11.2 Suspension of Performance. Neither Party will be liable for any delay in or failure to perform its obligations under this Agreement, nor will any such delay or failure become an Event of Default, to the extent such delay or failure is substantially caused by Force Majeure, provided that the Affected Party: (a) provides prompt (and, in any event, not more than ten (10) days') notice following knowledge of the impact of such event of Force Majeure to the other Party, describing the particulars of the event of Force Majeure and giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement; (b) exercises all reasonable efforts to continue to perform its obligations under this Agreement; (c) uses commercially reasonable efforts to mitigate the impact of such event of Force Majeure so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the event of Force Majeure; (d) exercises all reasonable efforts to mitigate or limit damages to the other Party resulting from the event of Force Majeure; and (e) provides prompt notice to the other Party of the cessation of the event of Force Majeure.

11.3 Force Majeure Does Not Affect Other Obligations. No obligations of either Party that arose before an event of Force Majeure or after an event of Force Majeure that were unaffected by such event of Force Majeure shall be excused by such event of Force Majeure.

11.4 Strikes. Notwithstanding any other provision of this Agreement to the contrary, neither Party will be required to settle any strike, walkout, lockout, work stoppage or other labor dispute on terms which, in the sole judgment of the Party involved in the strike, walkout, lockout or other labor dispute, are contrary to its best interests.

11.5 Right to Terminate. If an event of Force Majeure prevents an Affected Party from substantially performing its obligations under this Agreement for a period exceeding one hundred eighty (180) consecutive days (despite the Affected Party's diligent efforts to remedy its inability to perform), then the other Party may terminate this Agreement by giving ten (10) days prior notice to the Affected Party; provided, however, that the effectiveness of any such termination notice shall be conditioned on review and approval by the Commission. Upon such termination, neither Party will have any liability to the other Party with respect to the period following the effective

date of such termination; provided, however, that this Agreement will remain in effect to the extent necessary to facilitate the settlement of all liabilities and obligations arising under this Agreement before the effective date of such termination.

SECTION 12 COMMUNICATIONS AND NOTICE

12.1 Addresses and Delivery Methods. All notices (other than Opt-out Notices), requests, demands, submittals, waivers and other communications required or permitted to be given by one Party to another Party under this Agreement (each, a “Communication”) shall, unless expressly specified otherwise, be in writing and shall be addressed, except as otherwise stated herein, to the addressees and addresses set out in Appendix D, as the same may be modified from time to time by Communication from the respective Party to the other Parties. All other Communications required by this Agreement shall be sent by regular first class U.S. mail, registered or certified U.S. mail (postage paid return receipt requested), overnight courier delivery, or electronic mail. Such Communications will be deemed effective and given upon receipt by the addressee, except that Communications transmitted by electronic mail shall be deemed effective and given on the day (if a Business Day and, if not, on the next following Business Day) on which it is transmitted if transmitted before 17:00 Prevailing Mountain Time, and if transmitted after that time, on the following Business Day, provided that Communications transmitted by electronic mail must be confirmed as received by the recipient or followed up by Communications by other means as provided for in this Section to be effective. If any Communication sent by regular first class U.S. mail, registered or certified U.S. mail postage paid return receipt requested, or overnight courier delivery is tendered to an addressee set out in Appendix D, as the same may be modified from time to time by Communication from the respective Party to the other Party, and the delivery thereof is refused by such addressee, then such Communication shall be deemed given and effective upon such tender. In addition, Communication of termination of this Agreement under Section 10.5 must contain the information required by Section 10.5 and, where Company is the Defaulting Party, must be sent to the attention of the then-current President and General Counsel of Company.

SECTION 13 CONFIDENTIALITY

13.1 Confidential Business Information. The following constitutes “Confidential Business Information,” whether oral or written: (a) the Parties’ proposals and negotiations concerning this Agreement, made or conducted prior to the Effective Date; (b) drafts of the Program Application; and (c) any information delivered by Company to the Agency and Communities prior to or after the Execution Date relating to procurement of Program resources, including but not limited to Company information relating to the terms of agreements under which Company may procure Program resources. Communities and Company each agree to hold such Confidential Business Information wholly confidential, except as expressly provided in this Agreement. “Confidential Business Information” shall not include information that: (i) is in or enters the public domain through no fault of the Party receiving such information; or (ii) was in the possession of the receiving Party prior to delivery by the delivering party, other than through delivery thereof as specified in subsections (a) and (b) above. A Party providing any Confidential

Business Information under this Agreement shall clearly mark all pages of all documents and materials to be treated as Confidential Business Information with the term “Confidential” on the front of each page, document or material. If the Confidential Business Information is transmitted by electronic means the title or subject line shall indicate the information is Confidential Business Information. All Confidential Business Information shall be maintained as confidential, pursuant to the terms of this Section 13, for a period of two (2) years from the date it is received by the receiving Party unless otherwise agreed to in writing by the Parties.

13.2 Duty to Maintain Confidentiality. Each Party agrees not to disclose Confidential Business Information to any other Person (other than its Affiliates, accountants, auditors, counsel, consultants, investors or prospective investors (including tax equity investors), Lenders or prospective Lenders, employees, officers and directors, or Customer), without the prior written consent of the other Party; provided that: (a) either Party may disclose Confidential Business Information, if and to the extent such disclosure is required: (i) by Requirements of Law or securities exchange requirement; (ii) in order for Company to receive regulatory recovery of expenses related to this Agreement; (iii) pursuant to an order of a Governmental Authority; or (iv) in order to enforce this Agreement or to seek approval hereof; and (b) notwithstanding any other provision hereof, Company may in its sole discretion disclose or otherwise use for any purpose in its sole discretion the Confidential Business Information described in Section 13.1(b). In the event a Party is required by Requirements of Law to disclose Confidential Business Information, such Party shall to the extent possible promptly notify the other Party of the obligation to disclose such information.

13.3 Company Regulatory Compliance. The Parties acknowledge that Company is required by law or regulation to report certain information that is or could otherwise embody Confidential Business Information from time to time. Such reports include models, filings, reports of Company’s net power costs, general rate case filings, power cost adjustment mechanisms, FERC-required reporting such as those made on FERC Form 1 or Form 714, market power and market monitoring reports, annual state reports that include resources and loads, integrated resource planning reports, reports to entities such as NERC, WECC, Pacific Northwest Utility Coordinating Committee, WREGIS, or similar or successor organizations, forms, filings, or reports, the specific names of which may vary by jurisdiction, along with supporting documentation. Additionally, in regulatory proceedings in all state and federal jurisdictions in which it does business, Company will from time to time be required to produce Confidential Business Information. Company may use its business judgment in its compliance with all of the foregoing and the appropriate level of confidentiality it seeks for such disclosures. Company may submit Confidential Business Information in regulatory proceedings without notice to Seller.

13.4 Agency and Communities’ GRAMA Compliance. Company acknowledges that Agency and Communities are subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 to -901, as amended (“GRAMA”); that certain records within Agency’s and Communities’ possession or control may be subject to public disclosure; and that Agency’s and Communities’ confidentiality obligations in this Agreement shall be subject in all respects to compliance with GRAMA; and that Agency and Communities may be required by law to produce certain information that is or could otherwise embody Confidential Business Information. Pursuant to Section 63G-2-309 of GRAMA, any Confidential Business Information

provided to Agency and Communities that Company believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. The Agency and the Communities may use their best judgment in their compliance with GRAMA. The Agency and Communities may produce Confidential Business Information in response to a valid GRAMA request without notice to Company.

13.5 Irreparable Injury; Remedies. Each Party agrees that violation of the terms of this Section 13 constitutes irreparable harm to the other Party, and that the harmed Party may seek any and all remedies available to it at law or in equity, including injunctive relief.

13.6 NEWS RELEASES AND PUBLICITY. BEFORE ANY PARTY ISSUES ANY NEWS RELEASE OR PUBLICLY DISTRIBUTED PROMOTIONAL MATERIAL THAT MENTIONS THE PROGRAM OR ANY ASPECT OF PROGRAM ADMINISTRATION, INCLUDING BUT NOT LIMITED TO THE PROCUREMENT OF RENEWABLE ENERGY RESOURCES FOR PURPOSES OF SERVING PARTICIPATING CUSTOMERS, SUCH PARTY WILL FIRST PROVIDE A COPY THEREOF TO ALL OTHER PARTIES (OR IN THE CASE OF PROMOTIONAL MATERIALS PREPARED BY THE COMPANY, TO THE AGENCY) FOR REVIEW AND APPROVAL, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED, AND SHALL BE DEEMED PROVIDED IF THE REVIEWING PARTY DOES NOT PROVIDE RESPONSE WITHIN FIVE (5) BUSINESS DAYS. ANY USE OF BERKSHIRE HATHAWAY'S NAME REQUIRES COMPANY'S PRIOR WRITTEN CONSENT. FOR THE AVOIDANCE OF DOUBT, THIS SECTION 13.6 DOES NOT AFFECT THE ABILITY OF ANY PARTY FROM DISCUSSING THE PROGRAM OR ANY ASPECT OF PROGRAM ADMINISTRATION DURING OPEN MEETINGS OR IN RESPONSE TO INQUIRIES BY CONSTITUENTS, CUSTOMERS, OR THE MEDIA, AND DOES NOT RESTRICT ANY PARTY'S STATEMENTS (WHETHER WRITTEN OR ORAL) BEFORE THE UTAH PUBLIC SERVICE COMMISSION.

SECTION 14 DISAGREEMENTS

14.1 Negotiations. Prior to proceeding with formal dispute resolution, the Parties must first attempt in good faith to resolve informally all disputes arising out of, related to or in connection with this Agreement. Any Party may give the other Party notice of any dispute not resolved in the normal course of business. Executives of both Parties at levels one level above those employees who have previously been involved in the dispute must meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days after the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen (15) days after such referral, then, subject to the terms of this Agreement either Party may initiate any legal remedies available to the Party. No statements of position or offers of settlement made in the course of the dispute process described in this Section 14.1 will: (a) be offered into evidence for any purpose in any litigation between the Parties; (b) be used in any manner against either Party

in any such litigation; or (c) constitute an admission or waiver of rights by either Party in connection with any such litigation. At the request of either Party, any such statements and offers of settlement, and all copies thereof, will be promptly returned to the Party providing the same.

14.2 Choice of Forum. Each Party irrevocably consents and agrees that any legal action or proceeding arising out of this Agreement or the actions of the Parties leading up to this Agreement (“Proceedings”) will be brought exclusively in the Third Judicial District Court in and for Salt Lake County, State of Utah. By execution and delivery of this Agreement, each Party: (a) accepts the exclusive jurisdiction of such courts and waives any objection that it may now or hereafter have to the exercise of personal jurisdiction by such courts over each Party for the purpose of the Proceedings; (b) irrevocably agrees to be bound by any final judgment (after any and all appeals) of any such courts arising out of the Proceedings; (c) irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any of the Proceedings brought in such courts (including any claim that any such Proceeding has been brought in an inconvenient forum) in connection herewith; (d) agrees that service of process in any such Proceeding may be effected by mailing a copy thereof by registered or certified mail, postage prepaid, to such Party at its address stated in this Agreement; and (e) agrees that nothing in this Agreement affects the right to effect service of process in any other manner permitted by law.

14.3 Third-Party Beneficiaries. This Agreement shall not be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or any duty, obligation or undertaking established herein.

SECTION 15

MISCELLANEOUS

15.1 Agency and Communities as Political Subdivisions of the State of Utah. Company acknowledges that Agency and Communities are Political Subdivisions of the State of Utah under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (“Immunity Act”). Nothing in this Agreement shall be construed as a waiver by Agency or Communities of any protections, rights, remedies, or defenses applicable to Agency or Communities under the Immunity Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation on judgments, or other applicable law. It is not the intent of Agency or Communities to incur by contract any liability for the operations, acts, or omissions of Company or any third party and nothing in this Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this Agreement, the obligations of Agency and Communities in this Agreement to defend, indemnify, and hold harmless are subject to the Immunity Act, are limited to the amounts established in Section 63G-7-604 of the Immunity Act, and are further limited only to claims that arise directly and solely from the negligent acts or omissions of Agency or Communities.

15.2 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument. Company, Agency, and Communities may retain duplicate copies of this Agreement, which will be considered equivalent to this original.

15.3 Several Obligations. Nothing in this Agreement will be construed to create an association, trust, partnership or joint venture or to impose a trust, partnership or fiduciary duty on or between any of the Parties.

15.4 Choice of Law. This Agreement will be interpreted and enforced in accordance with the laws of the State of Utah, without applying any choice of law rules that may direct the application of the laws of another jurisdiction.

15.5 Partial Invalidity. Without limiting Section 10.7 of this Agreement, if any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a Governmental Authority and such holding is subject to no further appeal or judicial review, then such invalid, void, or unenforceable term, provision or condition shall be deemed severed from this Agreement and all remaining terms, provisions and conditions of this Agreement shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void or unenforceable terms, provisions or conditions with valid and enforceable terms, provisions or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law and preserve the balance of the economics and equities contemplated by this Agreement in all material respects.

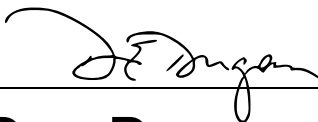
15.6 Non-Waiver. No waiver of any provision of this Agreement will be effective unless the waiver is provided in writing that (a) expressly identifies the provision being waived and (b) is executed by the Party waiving the provision. A Party's waiver of one or more failures by the other Party in the performance of any of the provisions of this Agreement will not be construed as a waiver of any other failure or failures, whether of a like kind or different nature.

15.7 Restriction on Assignments. Except as provided in this Section 15.7, no Party may transfer, sell, pledge, encumber or assign (collectively, "Assign") this Agreement nor any of its rights or obligations under this Agreement without the prior written consent of the other Parties, each in its own discretion. Notwithstanding the foregoing, Company may Assign the Agreement to an affiliate of Company, provided that such assignee accepts Company's obligations under this Agreement in writing. Upon acceptance of Company's obligations by any such assignee, Company shall be released from all obligations or liabilities under this Agreement.

15.8 Entire Agreement; Amendments. Except as expressly set forth herein, this Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding the subject matter of this Agreement. No amendment or modification of this Agreement is effective unless it is in writing and executed by all Parties.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be executed by its duly authorized officer or representative as of the Execution Date set forth in the preamble above.

ROCKY MOUNTAIN POWER By: _____ Name: _____ Title: _____	COMMUNITY RENEWABLE ENERGY AGENCY By:  _____ Name: Dan Dugan Title: Board Chair
TOWN OF ALTA By: _____ Name: _____ Title: _____	TOWN OF CASTLE VALLEY By: _____ Name: _____ Title: _____
COALVILLE CITY By: _____ Name: _____ Title: _____	CITY OF COTTONWOOD HEIGHTS By: _____ Name: _____ Title: _____

EMIGRATION CANYON TOWNSHIP By: _____ Name: _____ Title: _____	FRANCIS CITY By: _____ Name: _____ Title: _____
GRAND COUNTY By: _____ Name: _____ Title: _____	CITY OF HOLLADAY By: _____ Name: _____ Title: _____
KEARNS METRO TOWNSHIP By: _____ Name: _____ Title: _____	MILLCREEK By: _____ Name: _____ Title: _____
CITY OF MOAB By: _____ Name: _____ Title: _____	OAKLEY CITY By: _____ Name: _____ Title: _____

<p>OGDEN CITY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>PARK CITY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
<p>SALT LAKE CITY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>SALT LAKE COUNTY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
<p>TOWN OF SPRINGDALE</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>SUMMIT COUNTY</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>

Appendix A
List of Communities

Town of Alta
Town of Castle Valley
Coalville City
City of Cottonwood Heights
Emigration Canyon Township
Francis City
Grand County
City of Holladay
Kearns Metro Township
Millcreek
City of Moab
Oakley City
Ogden City
Park City
Salt Lake City
Salt Lake County
Town of Springdale
Summit County

Appendix B
Agreement for Payment of Third-Party Expertise

Appendix C
Memorandum of Understanding

Appendix D
Communication Information

AGENCY:

Community Renewable Energy Agency

Secretary
3330 South 1300 East
Millcreek, UT 84106
equinton@summitcounty.org

Phillip J. Russell
James Dodge Russell & Stephens, P.C.
10 W. Broadway, Suite 400
Salt Lake City, Utah 84101
prussell@jdrsllaw.com

COMMUNITIES:

Town of Alta

Chris Cawley
PO Box 8016
Alta, UT 84092
ccawley@townofalta.com

Town of Castle Valley

HC 64 Box 2705
Castle Valley, UT 84532
townclerk@castlevalleyutah.com

Coalville City

PO Box 188
10 North Main Street
Coalville, UT 84017
cityhall@coalvillecity.org

City of Cottonwood Heights

City Manager
2277 East Bengal Boulevard
Cottonwood Heights, UT 84121
ttingey@ch.utah.gov

Emigration Canyon Township

5025 E Emigration Canyon Road
Emigration Canyon Metro Township, UT 84108

info@ecmetro.org

Francis City

Recorder

2317 South Spring Hollow Road

Francis, UT 84036

sgillett@francisutah.org

Grand County

Commission's Office

125 E. Center Street

Moab, UT 84532

qhall@grandcountyutah.net

City of Holladay

City Manager

4580 South 2300 East

Holladay, UT 84117

gchamness@cityofholladay.com

Kearns Metro Township

Mayor

4956 West 6200 South #527

Kearns, UT 84118

lobk9973@hotmail.com

Millcreek

Mayor

3300 South 1300 East

Millcreek, UT 84106

jsilvestrini@millcreek.us

City of Moab

City Manager

217 East Center Street

Moab, UT 84532-2534

ccastle@moabcity.org

Oakley City

PO Box 129

Oakley, UT 84055

oakley@oakleycity.com

Ogden City

Mara Brown
Management Services Director
2549 Washington Blvd. #800
Ogden, UT 84401
marabrown@ogdencity.com

Park City

Luke Cartin
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060
luke.cartin@parkcity.org

Salt Lake City

Christopher Thomas
Salt Lake City Department of Sustainability
541 S. State St. Room 404
PO Box 145467
Salt Lake City, UT 84114-5474
christopher.thomas@slcgov.com

Salt Lake County

Salt Lake County Government Center
2001 South State Street, Suite N-2100
PO Box 144575
Salt Lake City, UT 84114-4575
mayor@slco.org

Town of Springdale

118 Lion Boulevard
PO Box 187
Springdale, UT 84767-0187
rwixom@springdale.utah.gov

J. Gregory Hardman
Snow Jensen & Reece
912 West 1600 South, Suite B-200
St. George, UT 84770
ghardman@snowjensen.com

Summit County

Emily Quinton

PO Box 128

Coalville, UT 84017

equinton@summitcounty.org

ROCKY MOUNTAIN POWER:

General:

PacifiCorp

1407 West North Temple, Suite 320

Salt Lake City, Utah 84116

Attn: Contract Administration

E-mail: cntadmin@pacificorp.com

With a Copy To:

1407 West North Temple, Suite 320

Salt Lake City, Utah 84116

Attn: Counsel

katherine.smith@pacificorp.com

Payments:

Attn: Central Cashiers Office, Suite 550

Phone: (503) 813-6826

Notices of an Event of Default or Potential Event of Default:

In addition to notice to the “General” address above, copy to

PacifiCorp Legal Department

825 NE Multnomah, Suite 2000

Portland, Oregon 97232- 2315

Attn: Assistant General Counsel

andrew.mayer@pacificorp.com