



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

**MIDVALE CITY COUNCIL REGULAR MEETING
AGENDA
JUNE 18, 2024**

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold a regular meeting on the **18th day of June 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 June 17th 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

- Community Renewal Energy Program
- Fort Union Corridor Study

7:00 PM - REGULAR MEETING

I. GENERAL BUSINESS

- A. WELCOME AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. Unified Police Department Report [*Chief Randy Thomas*]

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 HEARINGS

- A. Receive Public Comments regarding Increased Compensation for Executive Municipal Officers — ***[Mariah Hill, Administrative Services Director]***
- B. Receive Public Comments regarding Setting Salaries for Elected and Statutory/Appointed Officers for Midvale City — ***[Mariah Hill, Administrative Services Director]***

VII. CONSENT

- A. Consider Minutes of June 4, 2024 — ***[Rori Andreason, H.R. Director/City Recorder]***

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, Administrative Services Director]***
- B. Consider **Resolution No. 2024-R-32** Adopting the FY2025 Midvale City Municipal Fee Schedule and Utility Rates. — ***[Mariah Hill, Administrative Services Director]***
- C. Consider **Resolution No. 2024-R-33** Adopting Amendments to FY2024 General Fund Budget – ***[Mariah Hill, Administrative Services Director]***
- 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, Community Development Director]***
- 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, Project and Policy Manager]***
- 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 – ***[Erinn Summers, Project and Policy Manager]***

IX. DISCUSSION ITEM

- A. Discuss Proposed Amendments to the Midvale City Personnel Policies Manual — ***[Rori Andreason, H.R. Director/City Recorder]***

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: JUNE 13, 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 PLANNING COMMISSION STAFF REPORT 06/18/2024

SUBJECT

Report and Discussion on the Fort Union Corridor Study.

SUBMITTED BY

Wendelin Knobloch

BACKGROUND AND ANALYSIS

The consultant team for the Fort Union Corridor Study will report on the project and introduce the City Council to findings, recommendations, demonstration sites, place making, and planned active transportation facilities. Please be prepared to give feedback and engage the consultant in a conversation regarding the topics that are important to you.

STAFF RECOMMENDATION

This is a discussion item only.

RECOMMENDED MOTION

A motion is not applicable for a discussion item.

ATTACHMENTS

1. City Council Update



FORT UNION CORRIDOR STUDY

CITY COUNCIL UPDATE

JUNE 18TH, 2024



AGENDA

- PROJECT PROCESS
- PUBLIC ENGAGEMENT SUMMARY
- TRANSPORTATION ALTERNATIVE SUMMARY
- LAND USE & TRANSPORTATION SCENARIOS
- PRELIMINARY DEMONSTRATION SITES
- BEST PRACTICES & CASE STUDIES
- NEXT STEPS

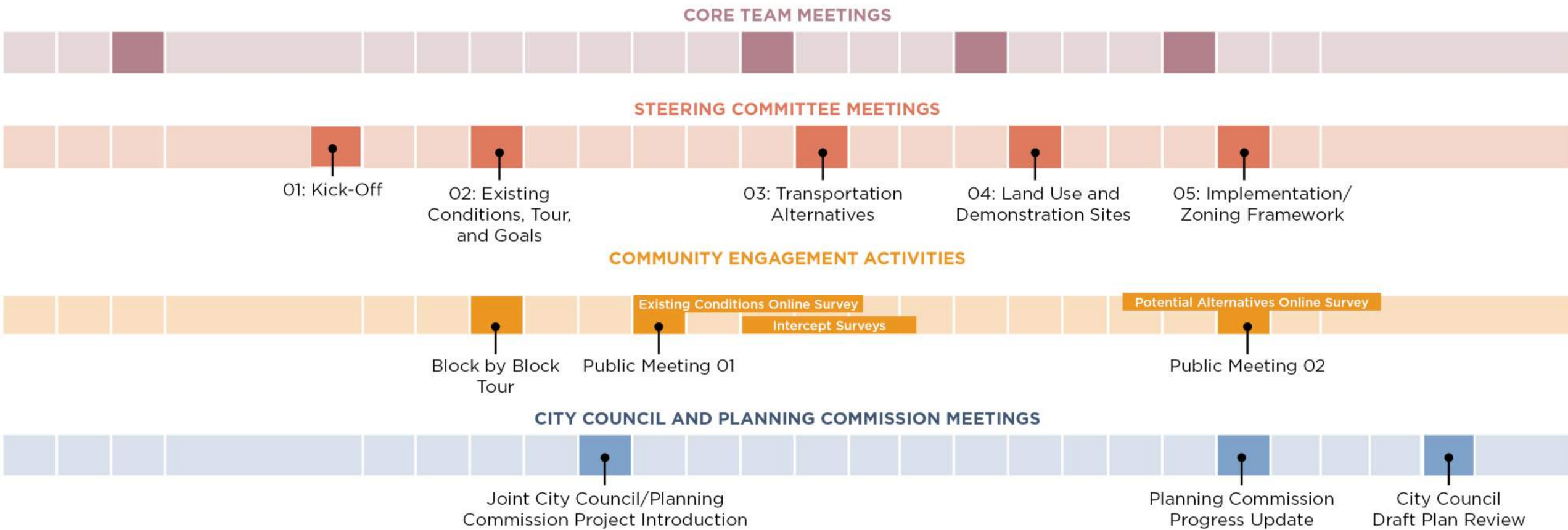
DISCOVERY + VISION	CONCEPTUAL OPTIONS	PLAN DOCUMENTATION
--------------------	--------------------	--------------------

JANUARY					FEBRUARY				MARCH				APRIL					MAY				
1	8	15	17 - Kick Off	29	5	12	19	26	4	11	18	25	1	8	15	22	29	6	13	20	27	29 - Deliverable in June

- Establish project goals, vision, and objectives
- Gather existing data and begin analysis
- Compile existing conditions report.
- Introduce to Planning Commission and City Council

- Generate multiple concepts with bold corridor-wide ideas, multi-modal approaches, and smaller high-impact projects.
- Land use plan to include organizing the location of commercial, housing, public spaces along the corridor.
- Engage stakeholders along the corridor - block by block meetings.
- Preliminary phasing scenarios for implementation

- Develop the preferred plan concept and describe and illustrate proposed projects, programs, and policies.
- Full consultant team will provide recommendations for their disciplines.
- Present Draft Plan to Planning Commission and City Council.
- Deliver Corridor Master Plan document in digital and physical format.



PUBLIC ENGAGEMENT UPDATE



INTERCEPT SURVEYS
ON THE CORRIDOR
MID-MARCH

- Engage users of the corridor who don't typically participate in public processes
- Collect feedback about the site and community values



PUBLIC MEETING
MIDVALE CITY HALL
MAY 23rd

- Engage users of the corridor who don't typically participate in public processes
- Collect feedback about the site and community values



DEMONSTRATION SITES
ONLINE SURVEY
May 20th to June 3rd

- 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
May 22nd & June 18th

- Review demonstration sites and community feedback with City Council and Planning Commission

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

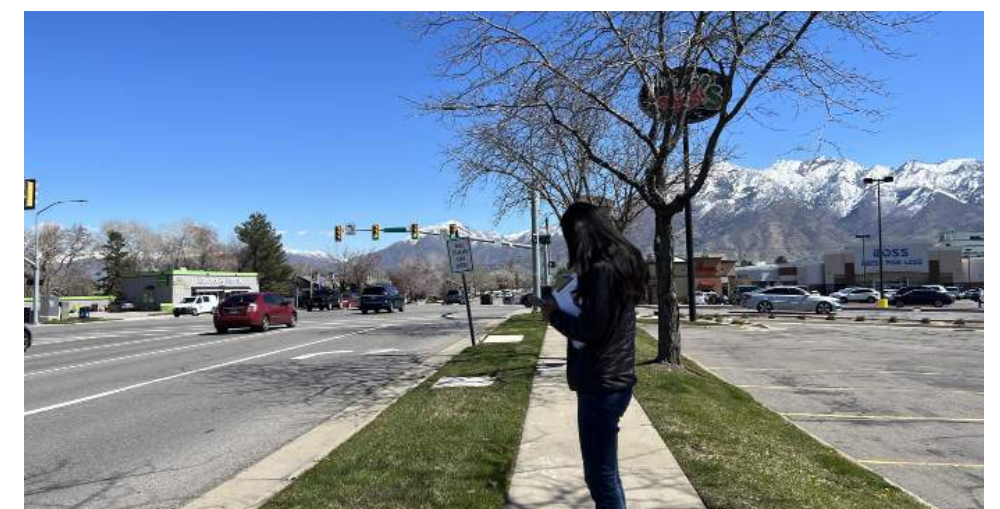
- Speeding/Congestion
- Turning Conflicts
- Crossing Safety
- Lack of Visual Interest and Noise
- Crime, Safety, and Lighting
- Lack of green space/ trees

SEGMENT 02

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

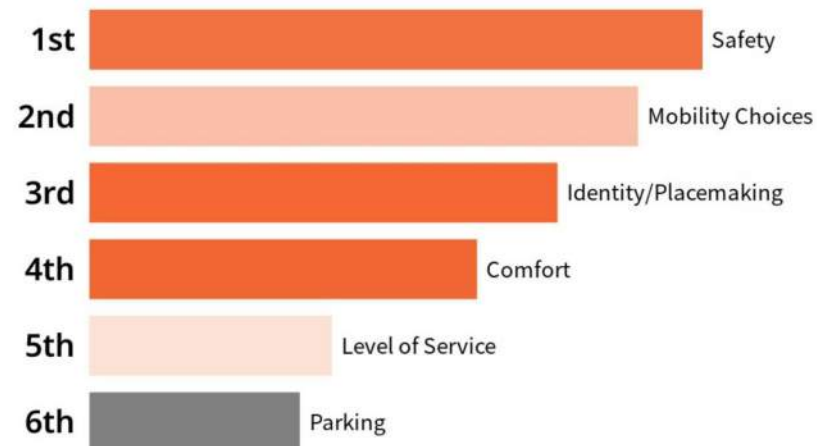
SEGMENT 03

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



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:

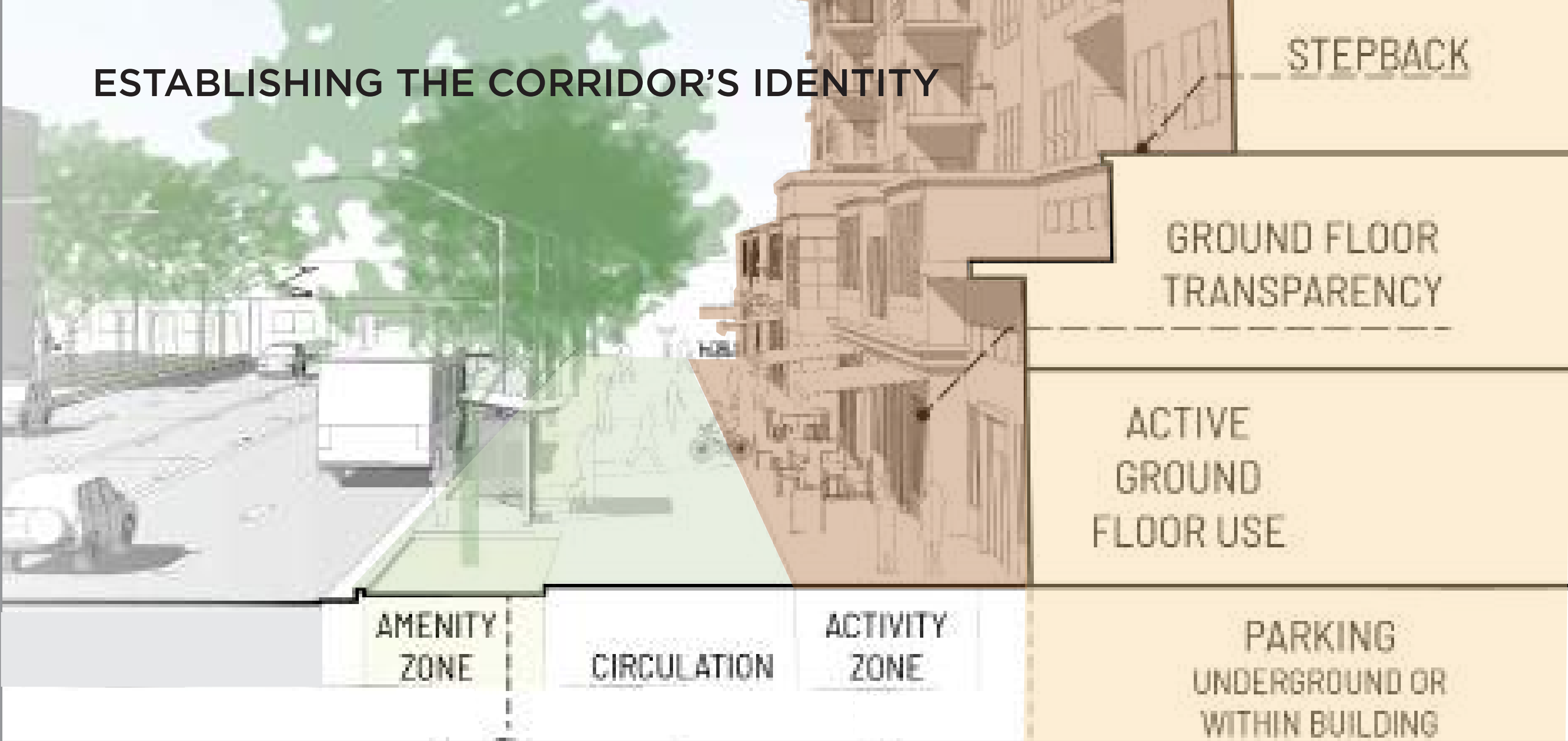
- **Parking** is ranked low along corridor and needs **better utilization** at commercial areas
- **Collaboration** with Cottonwood Heights, business owners, property owners

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**.



LAND USE SCENARIOS

ESTABLISHING THE CORRIDOR'S IDENTITY



STREETScape

The arrangement of elements including, sidewalks, landscaping, and amenities, and their relationship to building facade, designed to enhance the urban environment, communicate identity, and accommodate circulation needs to connect transportation and land use.

URBAN FORM

The physical layout of buildings, that reflects the patterns of development, density, massing, and expression. This includes height, materiality, setback, stepback, and identity, creating the human experience at the street level.

LAND USE

The allocation of land and mix of activities, and density of anticipated uses influenced by factors including zoning regulations, economic demands, and environmental and social needs, shaping the built environment, vibrancy, and quality of life.

CORRIDOR VISION STATEMENT

Fort Union Boulevard is a thriving corridor that empowers mobility choice, cultivates economic growth, provides housing options, and establishes a unique corridor identity that reflects the spirit, goals, and heritage of Midvale.



MOBILITY

STRENGTHEN MOBILITY CHOICE

Increase opportunities for all modes of travel including walking, biking, and transit while maintaining vehicular mobility along this vital arterial boulevard. Improving pedestrian crossings and providing traffic calming strategies in key locations will help promote a variety of transportation options.



HOUSING

ENCOURAGE HOUSING OPTIONS

The location and access makes it a highly desirable place to live. The corridor plays a vital role in meeting the City's housing needs for renters and buyers. Land use recommendations will promote the development of diverse and affordable housing options to address the range of needs and preferences of the community to foster inclusive and equitable neighborhoods.



OPPORTUNITY

ENHANCE ECONOMIC OPPORTUNITIES

An analysis of land-uses adjacent to this corridor will identify areas with potential for enhanced economic development. New land-use recommendations will consider opportunities to increase housing services, and small and local businesses growth.



IDENTITY

CREATE CORRIDOR IDENTITY

The corridor's high visibility is an opportunity to highlight and strength Midvale City's identity. Establishing gateways, adding intuitive and consistent signage, enhancing green space, and adding public art will ensure Fort Union is memorable and welcoming.

LAND USE & TRANSPORTATION CRITERIA

MULTIMODAL COMFORT



A photograph of a modern multi-story building with a glass facade, viewed from a low angle. The image is overlaid with a semi-transparent blue filter.

SUPPORTIVE USES



A photograph of an outdoor courtyard or plaza area with a building in the background. The image is overlaid with a semi-transparent blue filter.

AFFORDABLE HOUSING & ACCESS



A photograph of a row of townhouses or small apartment buildings. The image is overlaid with a semi-transparent blue filter.

PARKING UTILIZATION



A photograph of a parking lot with several cars parked. The image is overlaid with a semi-transparent blue filter.

IDENTITY / PLACEMAKING

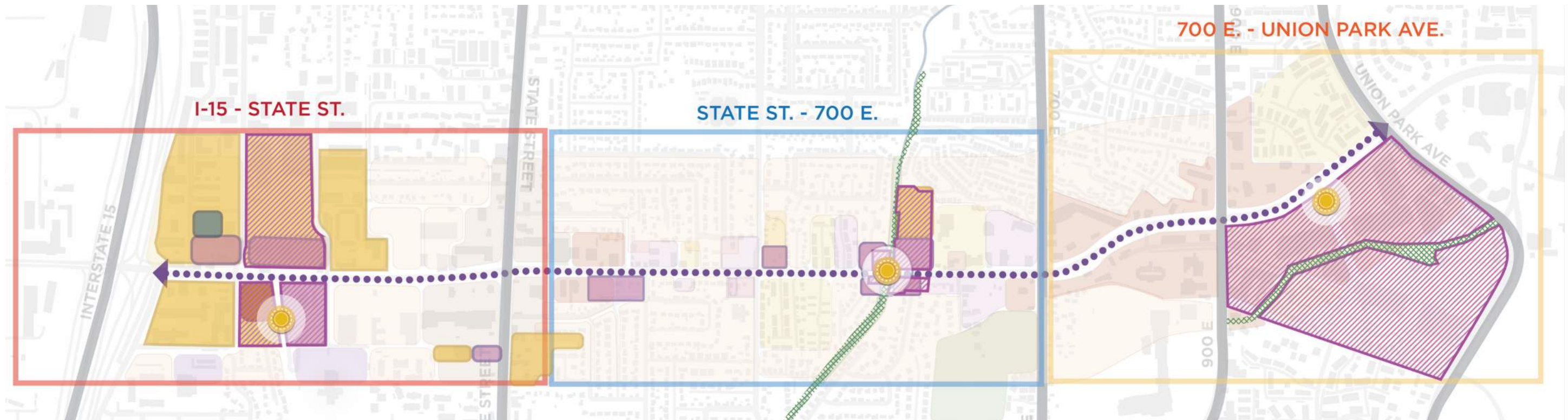


A photograph of a street scene with a building and a person walking. The image is overlaid with a semi-transparent blue filter.

ECONOMIC VIABILITY



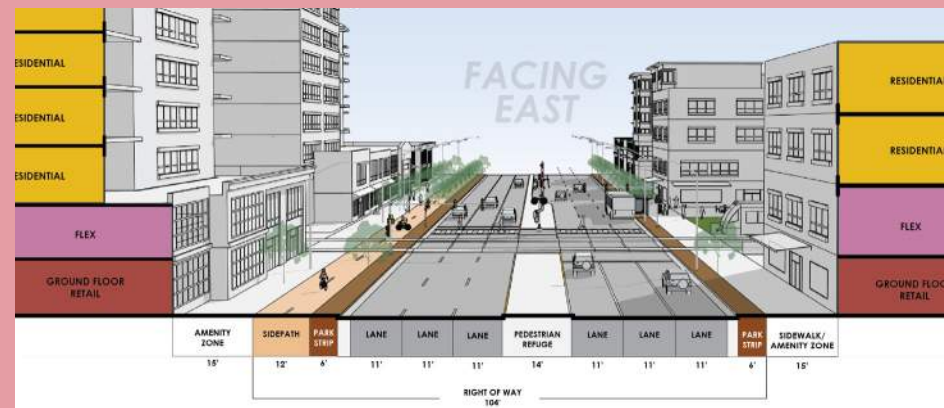
A photograph of a storefront with large windows and a sign. The image is overlaid with a semi-transparent blue filter.



COMMUNITY GATEWAY

INTERSTATE 15 - STATE STREET

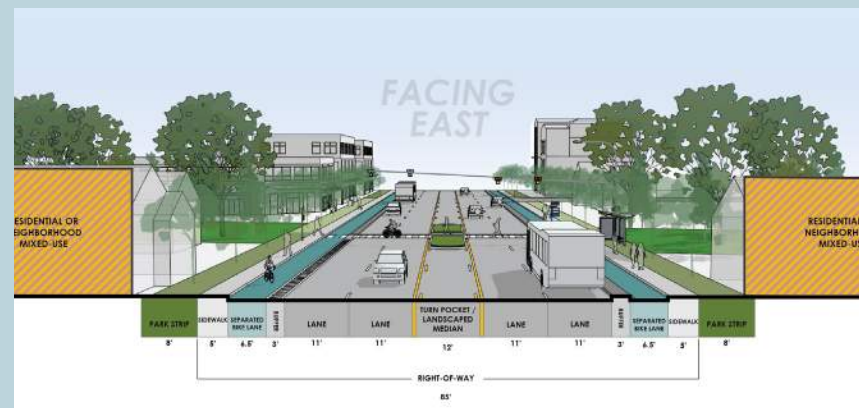
A key community commercial gateway accessed by transit riders and vehicular travel entering Midvale.



RESIDENTIAL THOROUGHFARE

STATE STREET - 700 EAST

Residential neighborhoods comprised of single-family and multi-family patterns, including limited retail and basic services.

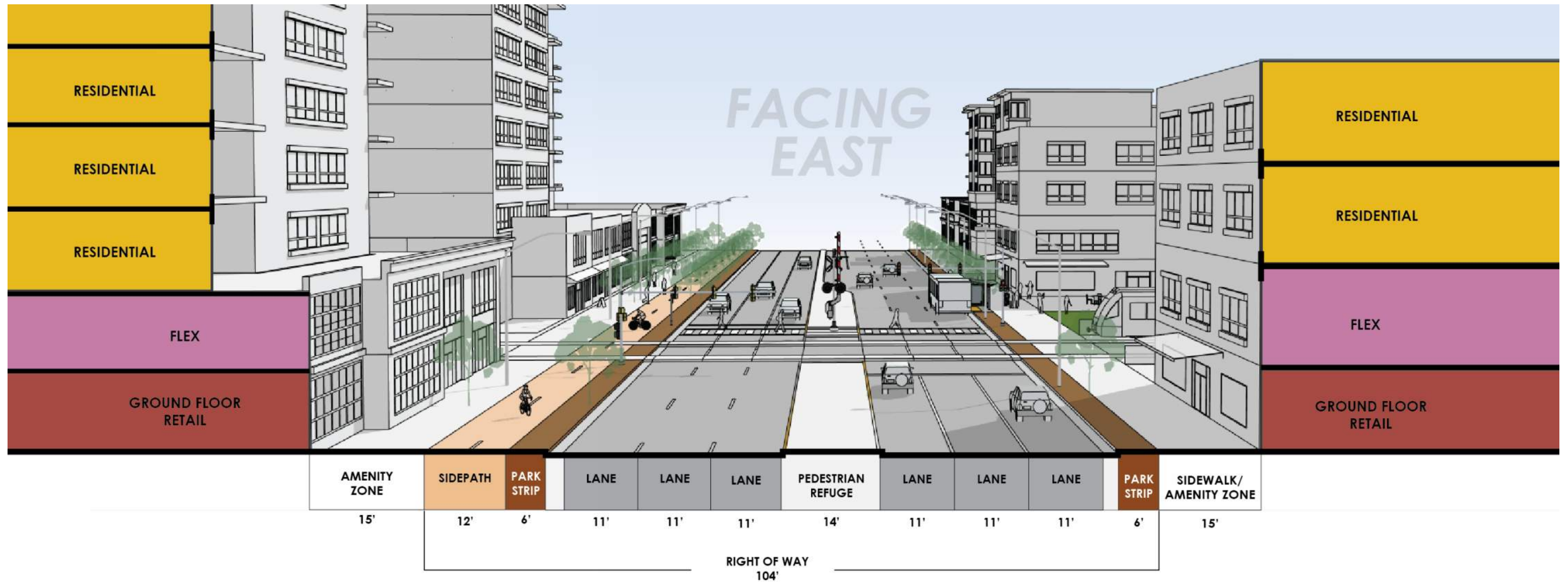


REGIONAL COMMERCIAL CROSSROADS

700 EAST - UNION PARK AVENUE

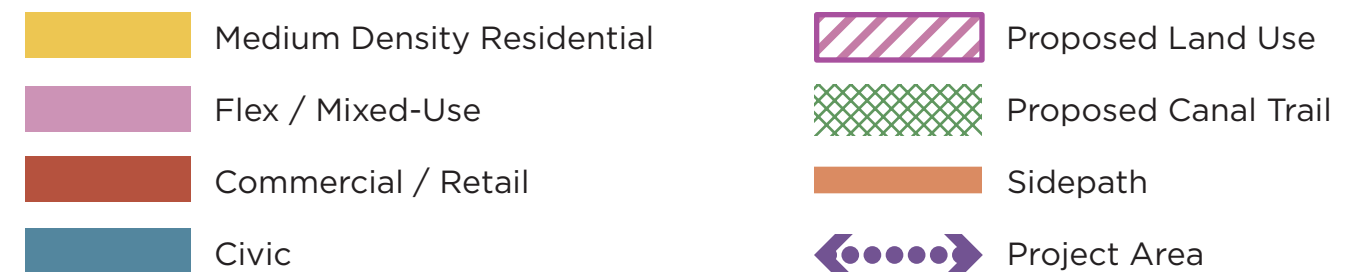
Regional commercial gateway to Midvale with variety of shopping, dining, retail, and housing options.

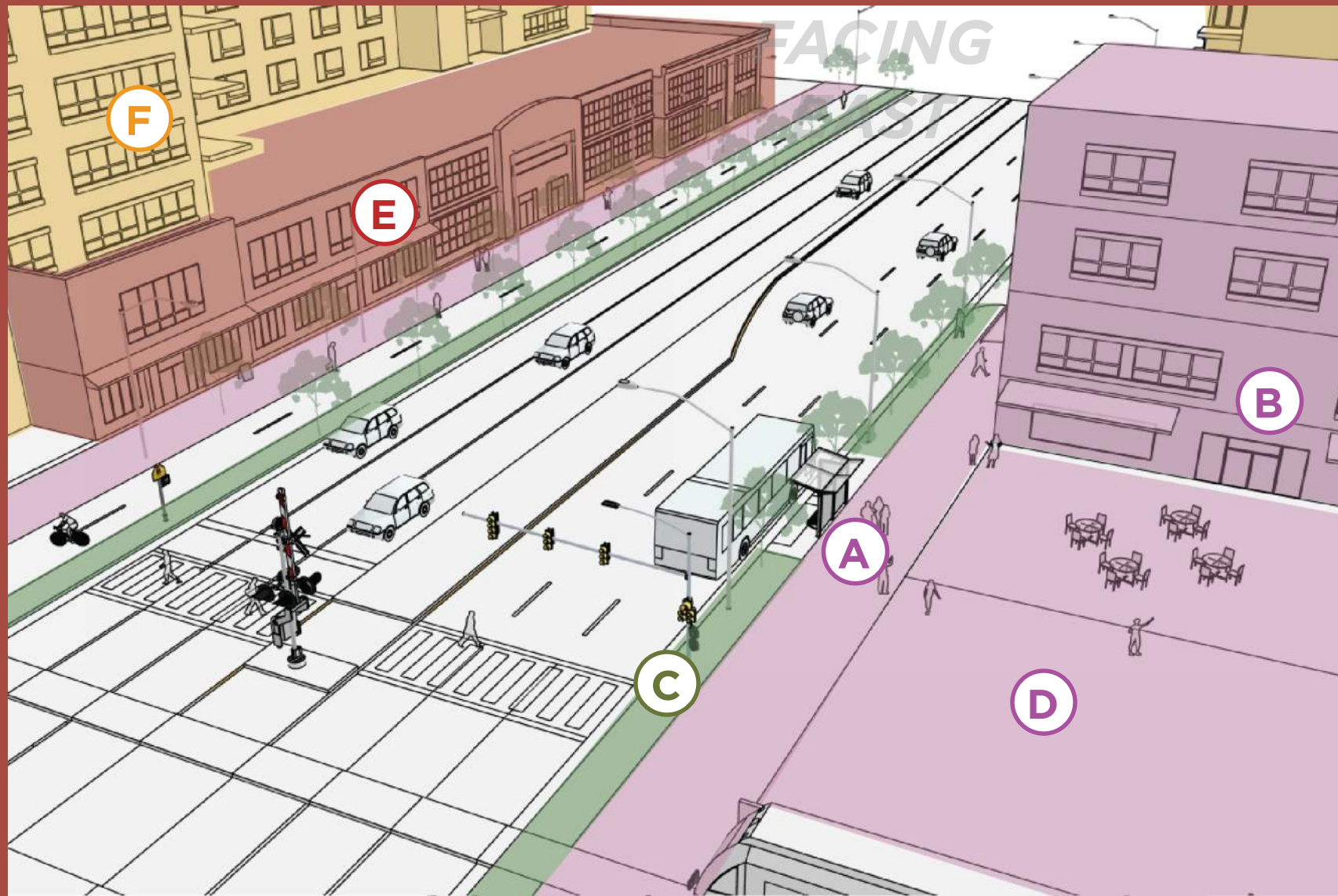




SEGMENT 01: COMMUNITY GATEWAY

- 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





**SEGMENT 01:
COMMUNITY
GATEWAY**

CASE STUDIES OF TRANSIT HUB

- Residential
- Mixed-Use
- Retail / Dining
- Transportation
- Landscaping



Alta Civic Station
Apartments, Gresham, OR



6th and Main
Salt Lake City, UT

URBAN DESIGN TOOLBOX



A Wayfinding & Signage



B Art & Mural Programs



C Xeriscape / Park Strip



D Open Gathering Space

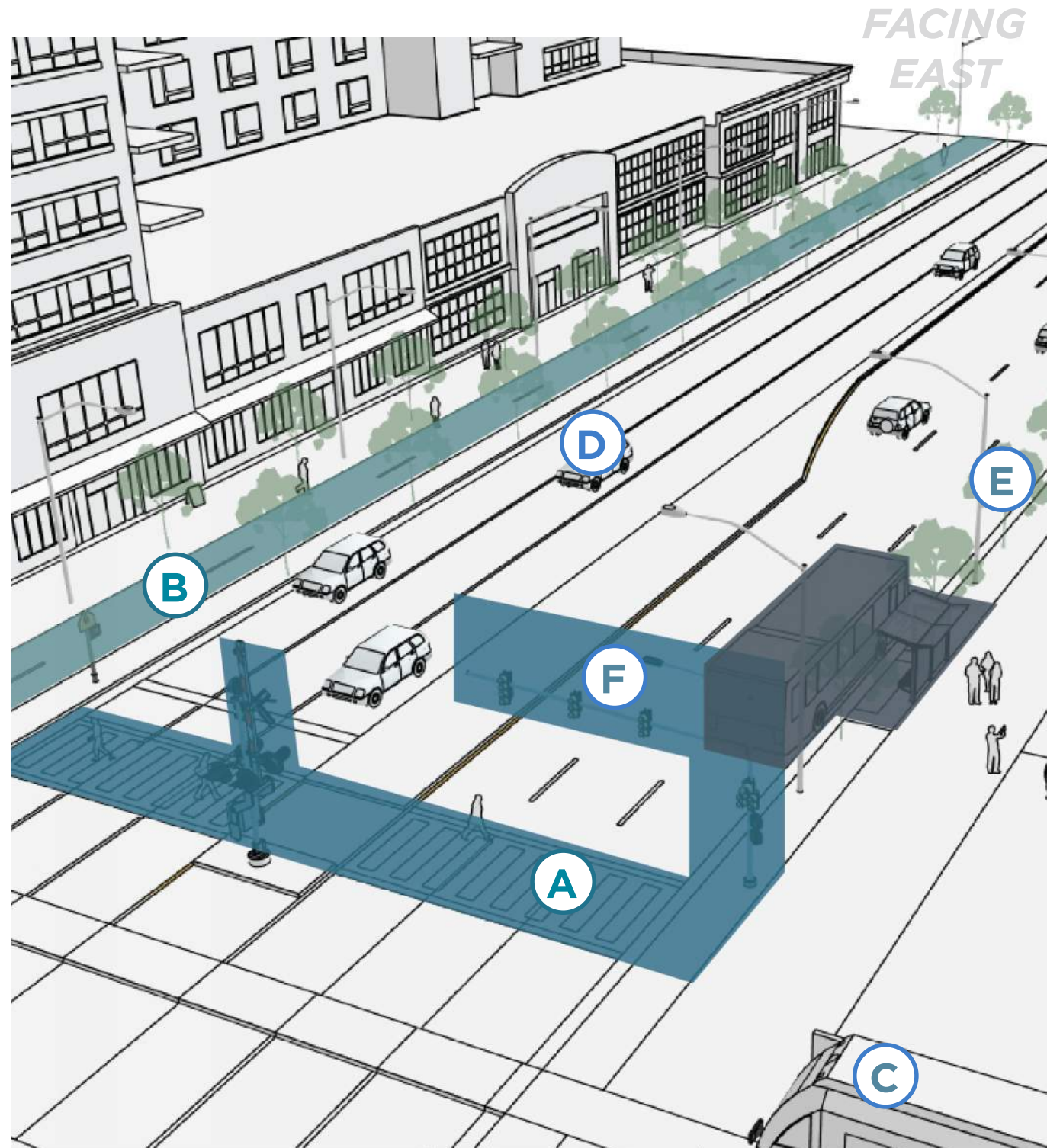


E Ground Floor Retail



F Residential or
Hospitality above Retail

TRANSPORTATION TOOLBOX / STRATEGIES



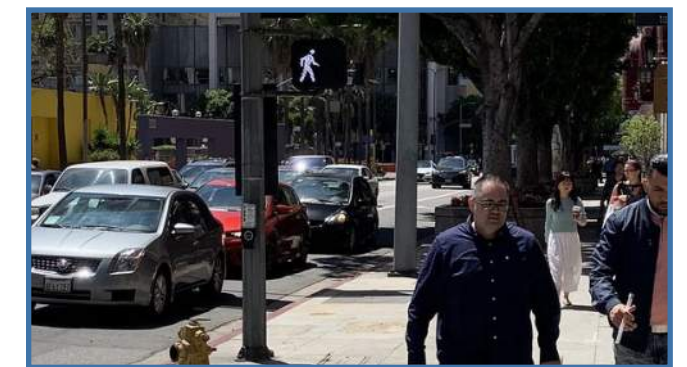
A Pedestrian Crossing with Full Signal at TRAX Crossing



B Sidepath



C Fort Union TRAX Station Connection



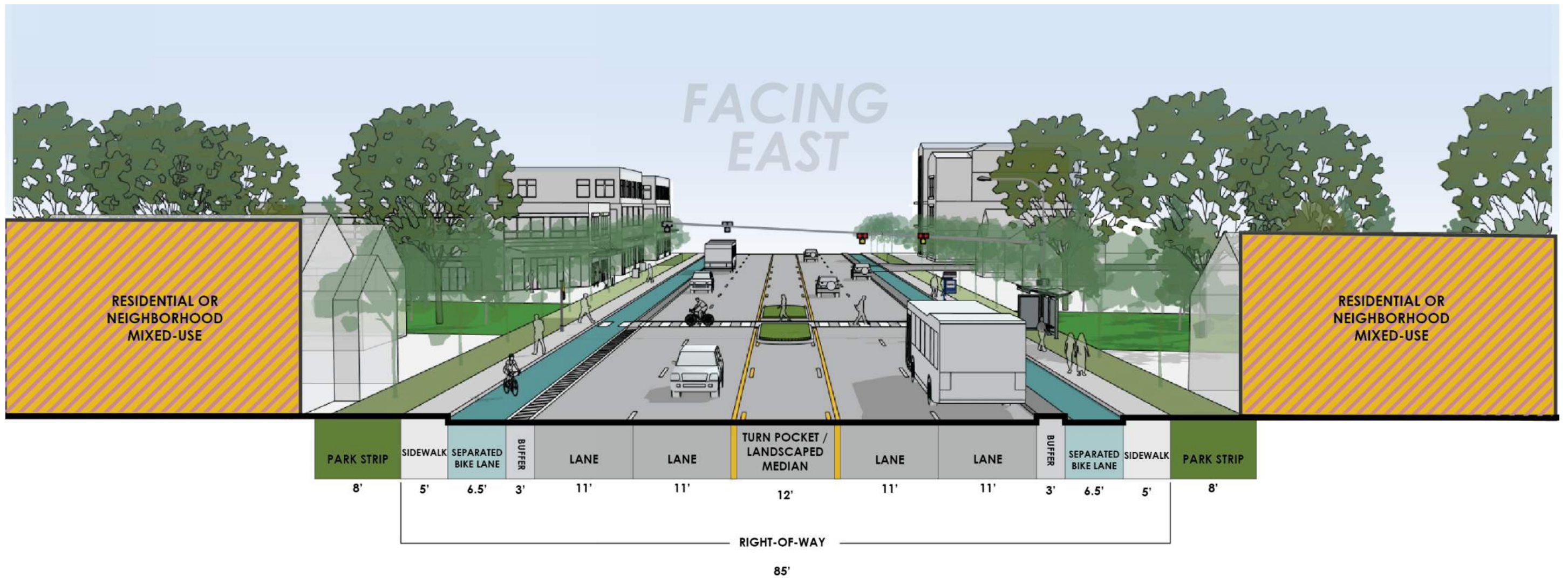
D Leading Pedestrian Intervals



E Street Trees / Park Strips

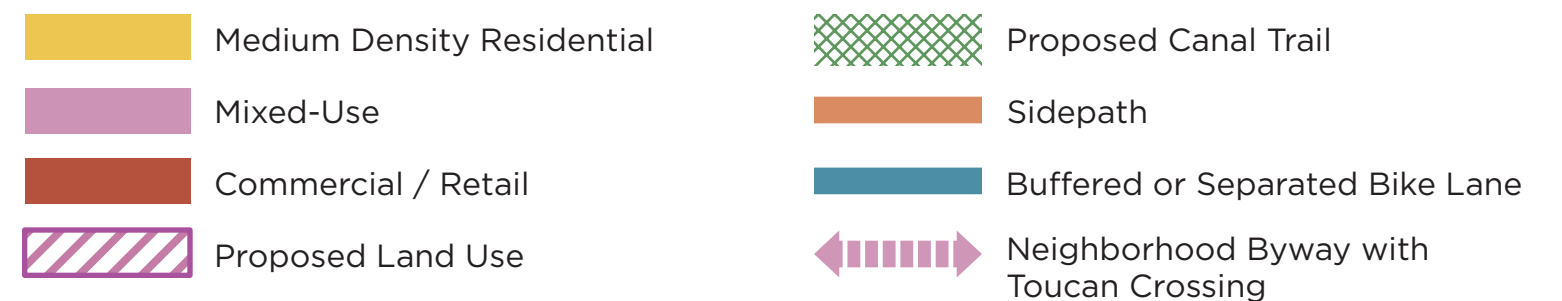
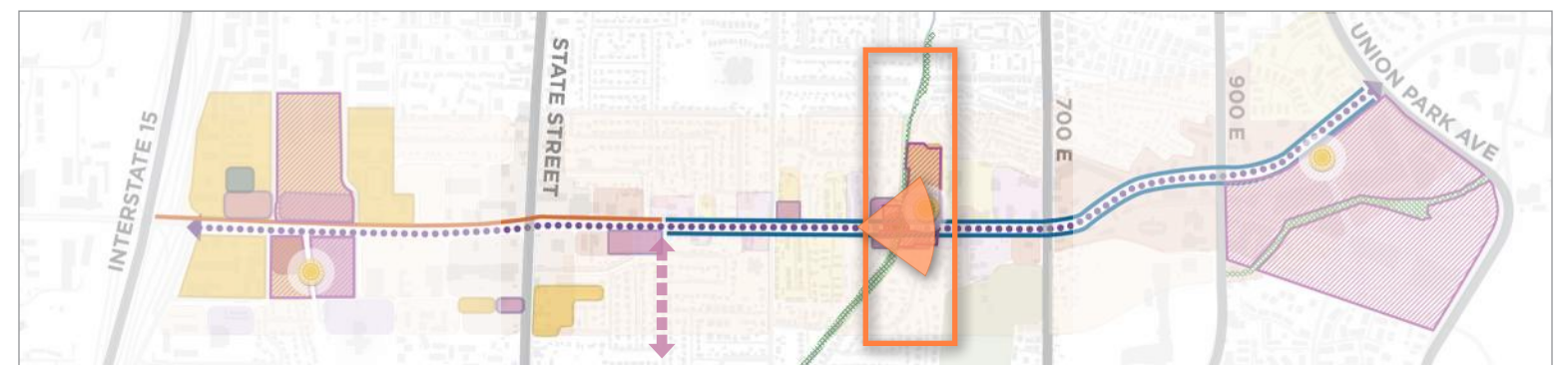


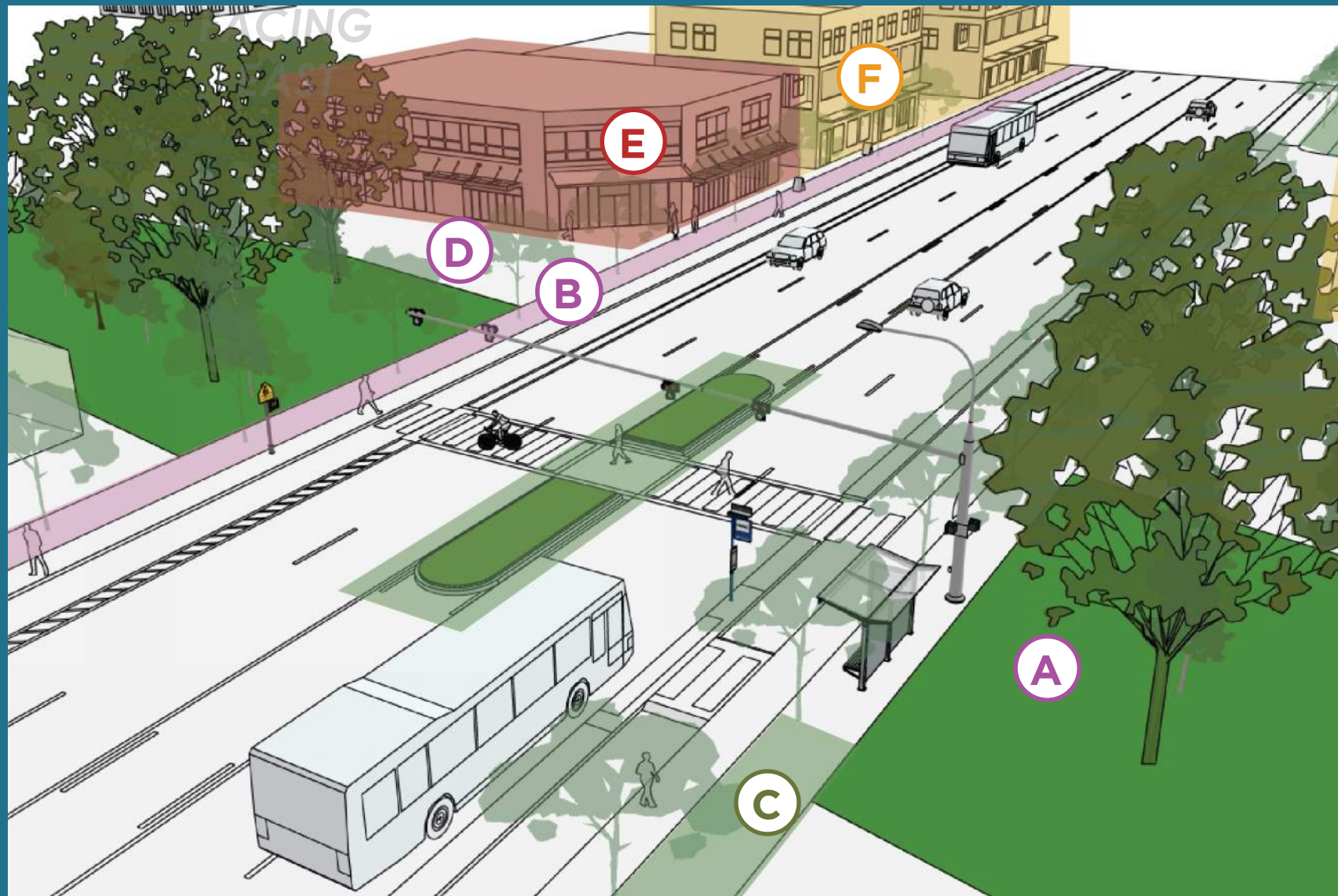
F Pedestrian Hybrid Beacon



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**





**SEGMENT 02:
RESIDENTIAL
THOROUGHFARE**

CASE STUDIES OF MIXED-USE NEIGHBORHOOD

- Residential
- Mixed-Use
- Retail / Dining
- Transportation
- Landscaping



East Liberty Park & McLelland Trail
1300 South 1100 East, SLC



Maven District & 9 Line
900 South 200 East, SLC

URBAN DESIGN TOOLBOX



A Canal Trail Improvement



B Wayfinding & Signage



C Xeriscaping/Park Strip



D Stepback Amenity Zone

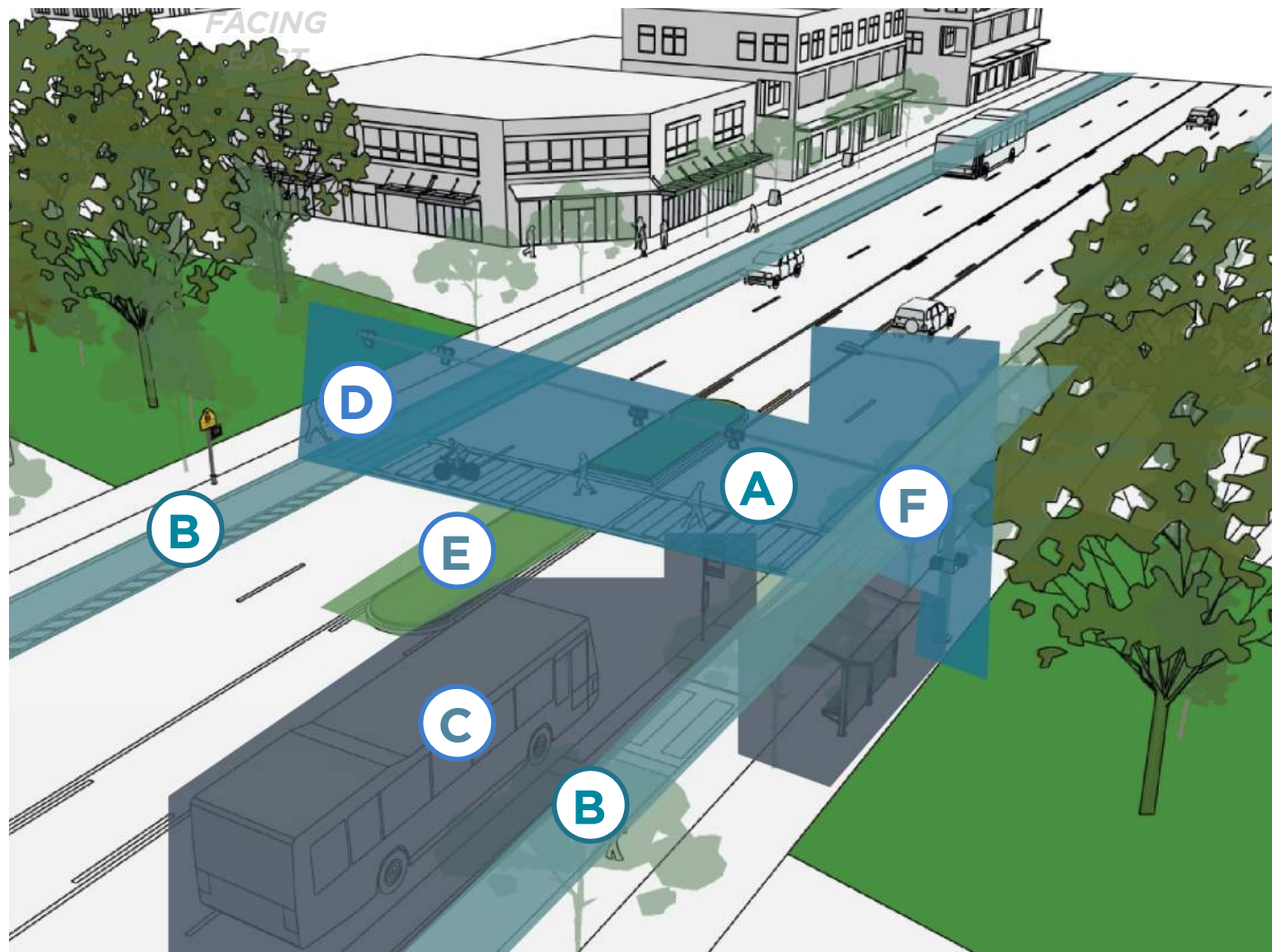


E Neighborhood Commercial



F Townhouse Infill

TRANSPORTATION TOOLBOX / STRATEGIES



A Canal Trail Crossing with Pedestrian Hybrid Beacon



B Buffered or Separated Bike Lane



C Floating Bus Stops (in conjunction with BRT)



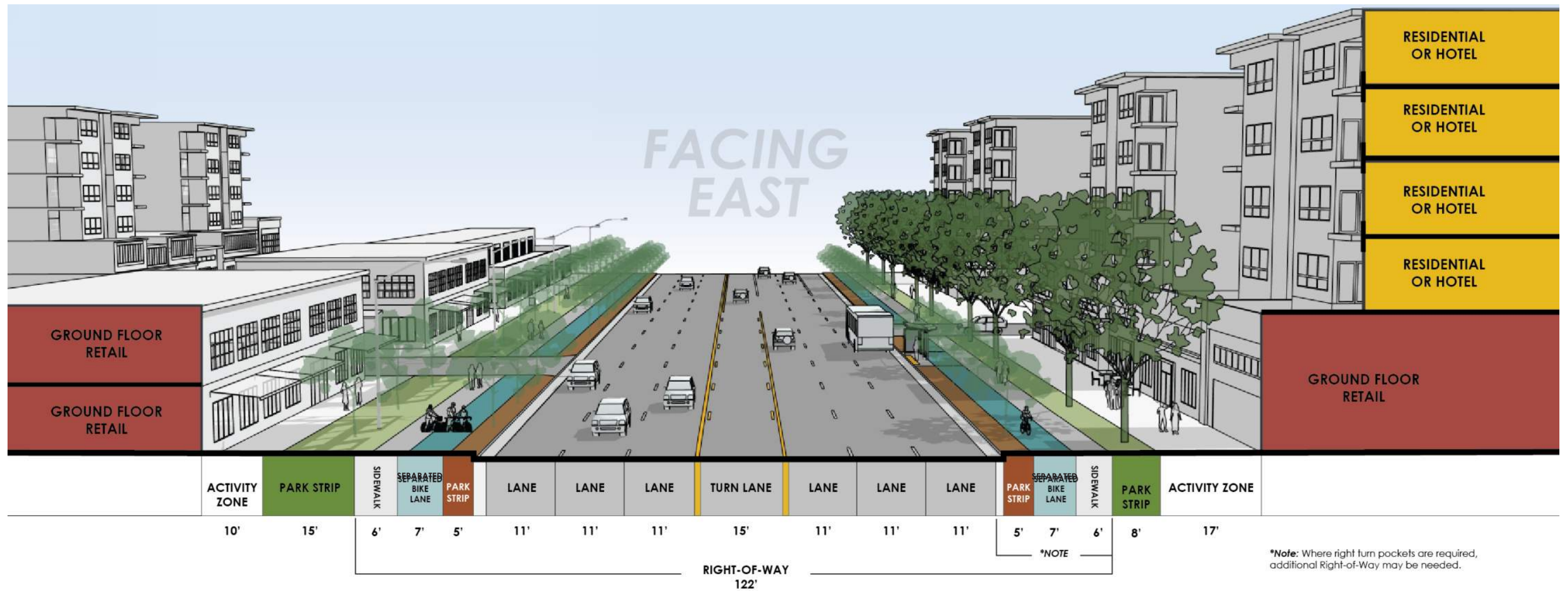
D Improved Mid-Block Crossing



E Landscape Medians

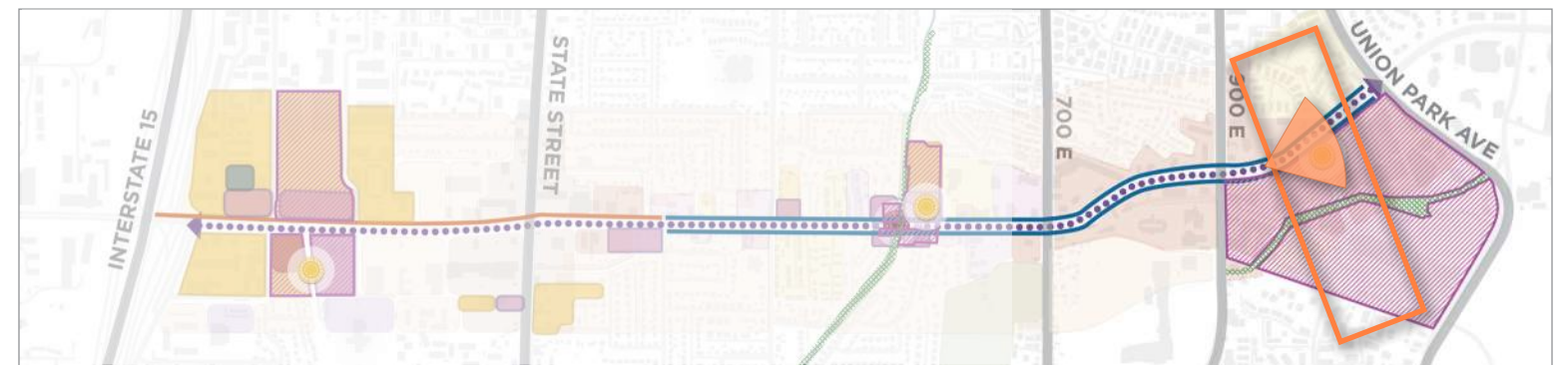


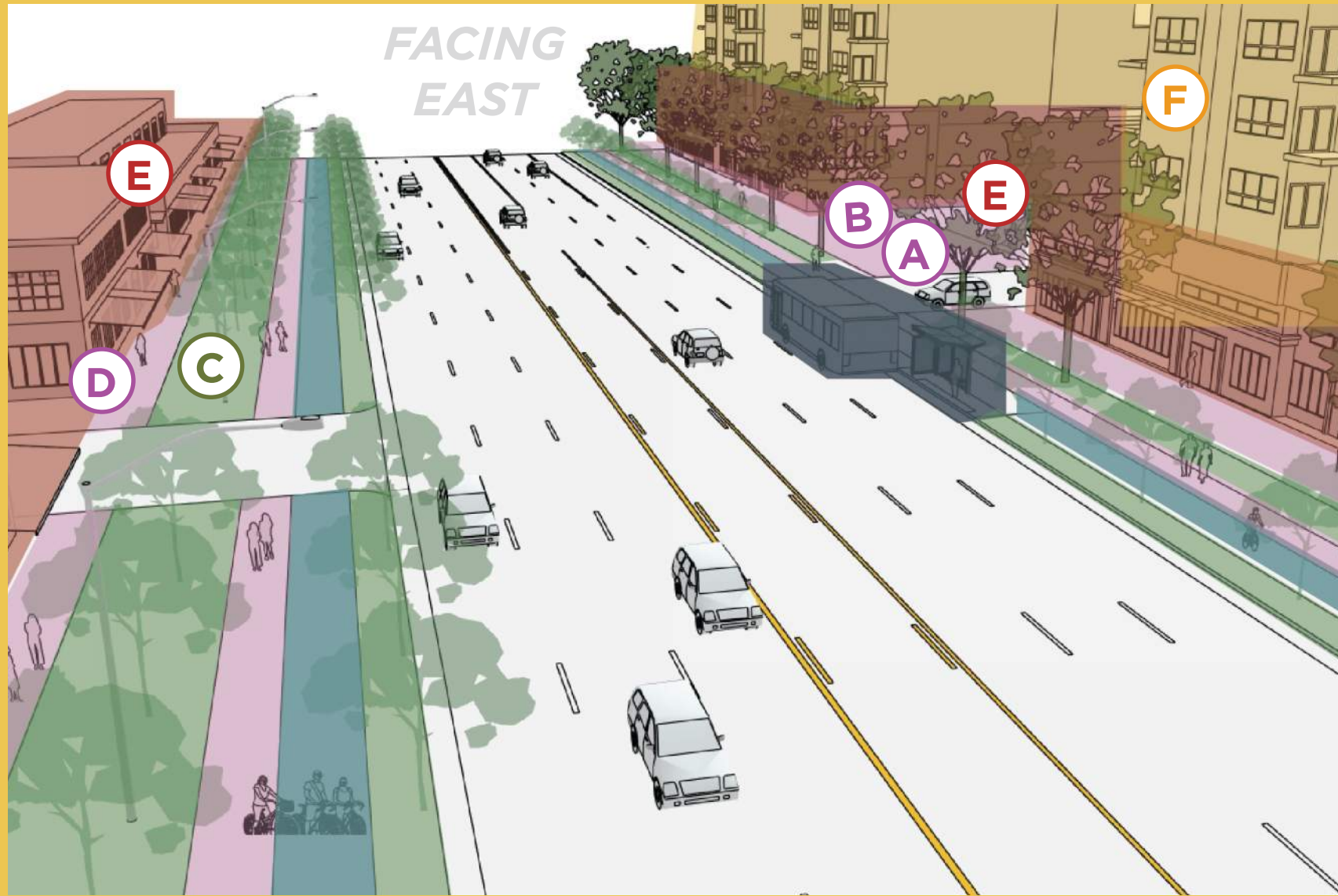
F TOUCAN / HAWK Crossing (in conjunction with Ramanee Drive neighborhood byway)



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**





**SEGMENT 03:
REGIONAL COMMERCIAL
CROSSROADS**

**CASE STUDIES OF INTERNAL COMMERCIAL
CONNECTIONS**

- Residential
- Mixed-Use
- Retail / Dining
- Transportation
- Landscaping



Millcreek City Center Plan



Sugarhouse

URBAN DESIGN TOOLBOX



A Gathering Space



B Art & Mural Alleys



C Improve Furnishing Zone



D Storefront Access

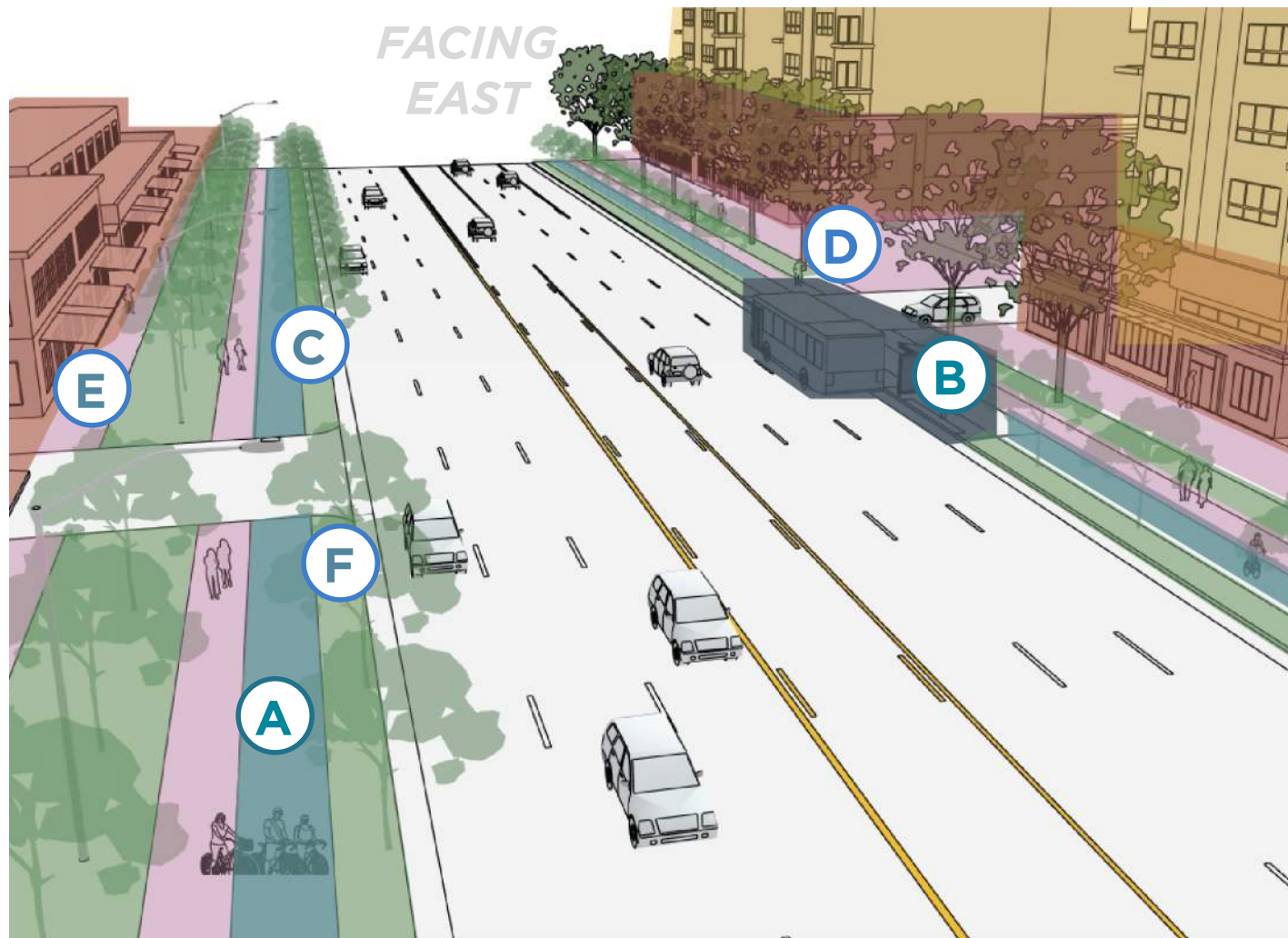


E Urban Infill & Building Orientation



F Residential or Hospitality above Retail

TRANSPORTATION TOOLBOX / STRATEGIES



A Separated Bike Lane



B Floating Bus Stop (in conjunction with future BRT)



C Bike Parking



D Leading Pedestrian Intervals



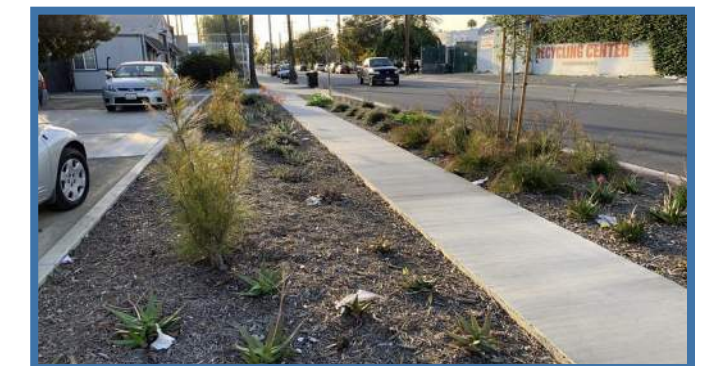
Case Study: 300 West 900 East, SLC



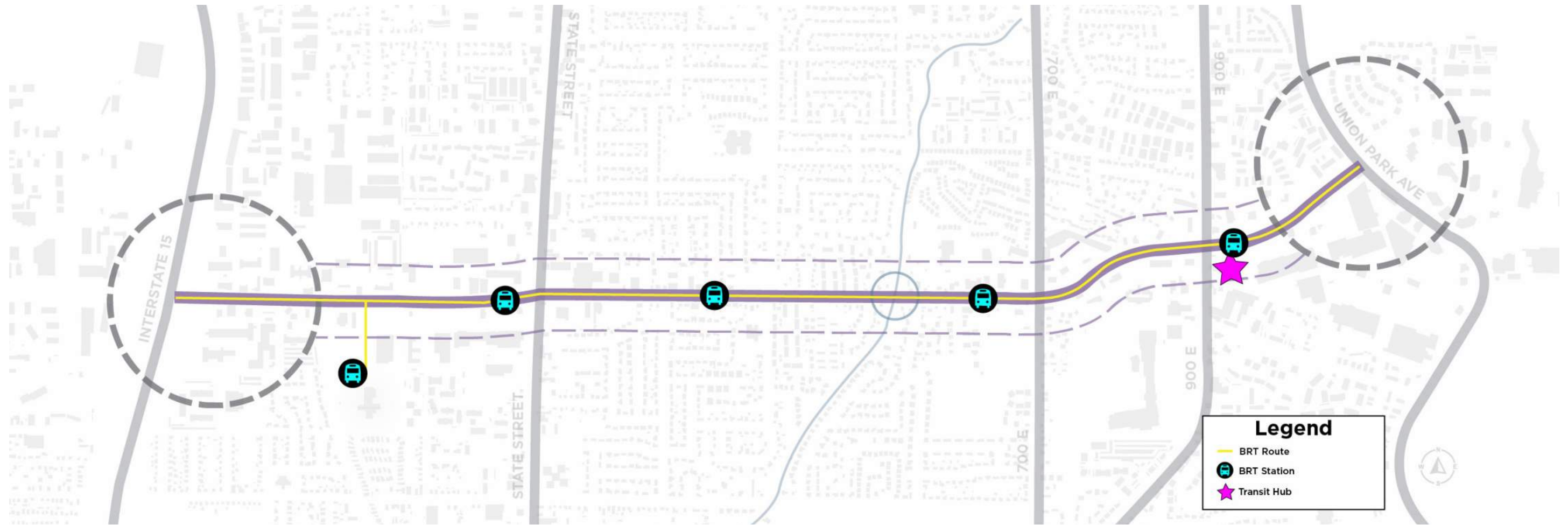
Case Study: Cougar Boulevard Provo, UT



E Sidewalk / Activity Zone



F Street Planters



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

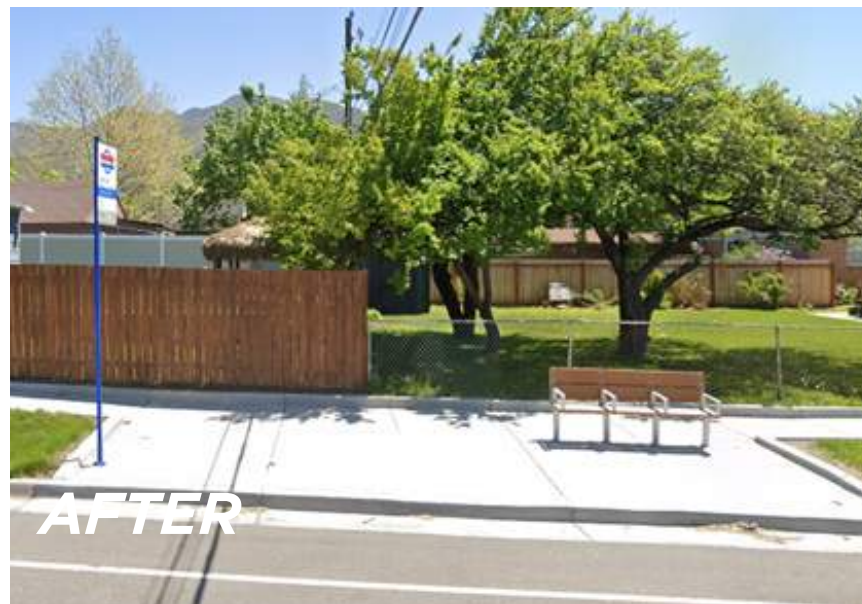
- Level boarding,
- Pay before boarding
- Future transit improvement planning



Examples of Floating Bus Stops

ADA BUS PAD AND SEATING

1800 South 2100 East, SLC



BUS STOP ADDITION TO MID-BLOCK CROSSING

1040 South 500 East, SLC



BUS SHELTER ADDITION

1968 South 1300 East, SLC



REGULATORY TOOLS & OTHER STRATEGIES

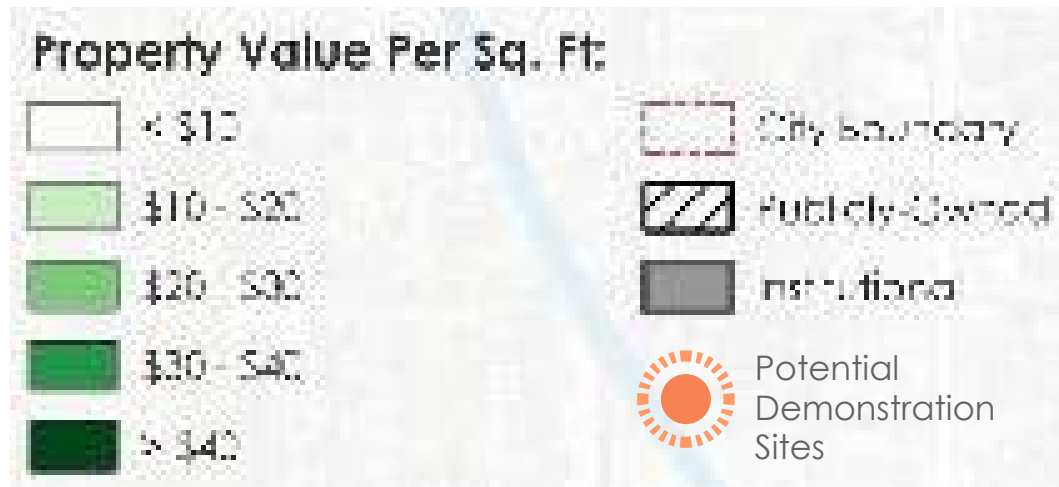
- Exploring **financing tools** to support **redevelopment of underutilized areas**
- **Partner with public landowners** to explore the development of catalyst sites
- **Implement the City's Moderate Income Housing Plan strategy** to reduce/waive/eliminate impact fees related to MIH
- **Master-Plan Town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

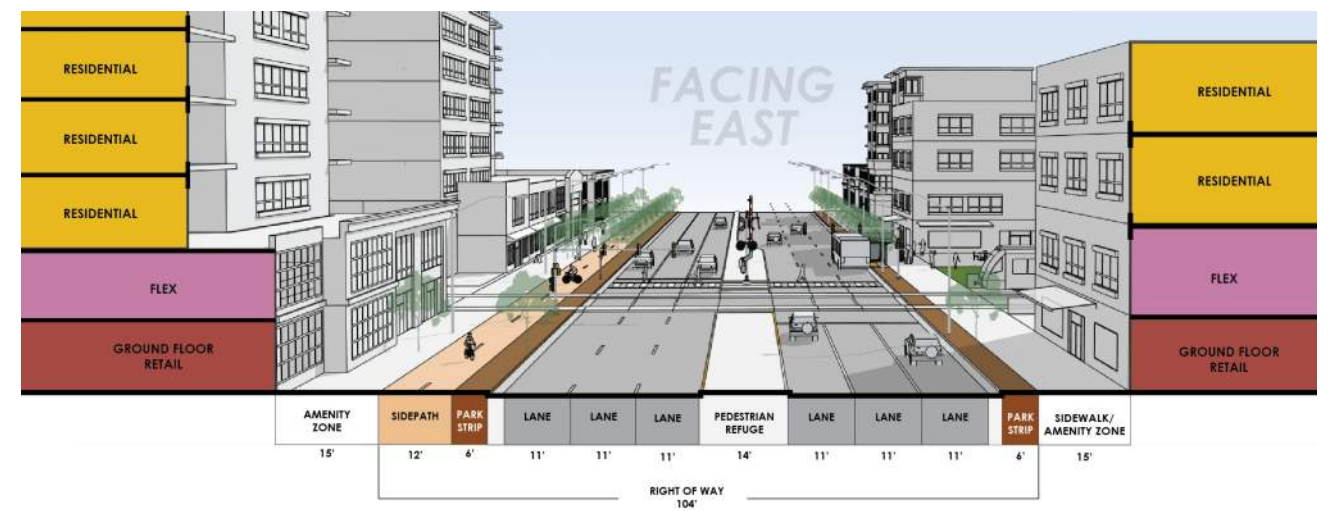
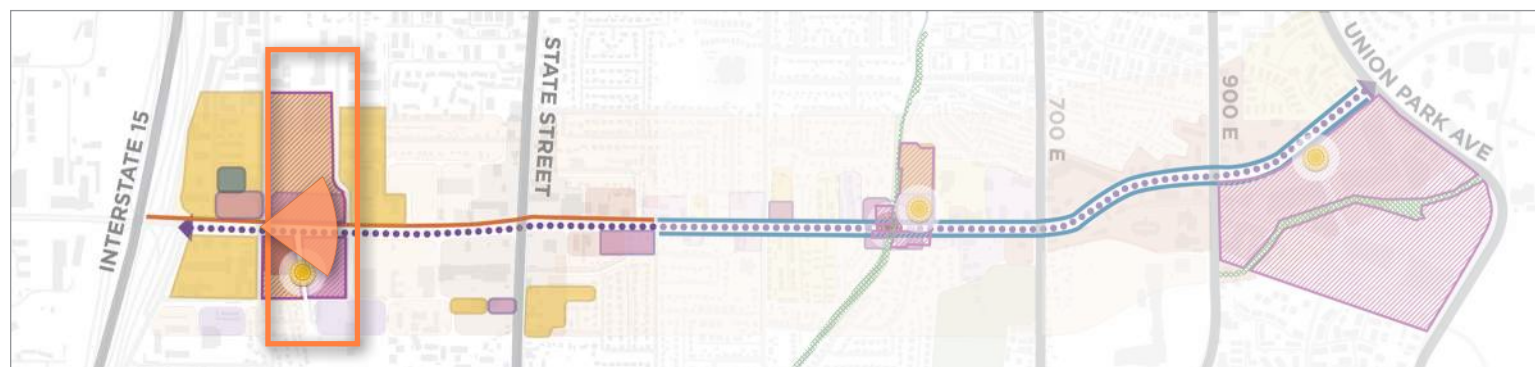
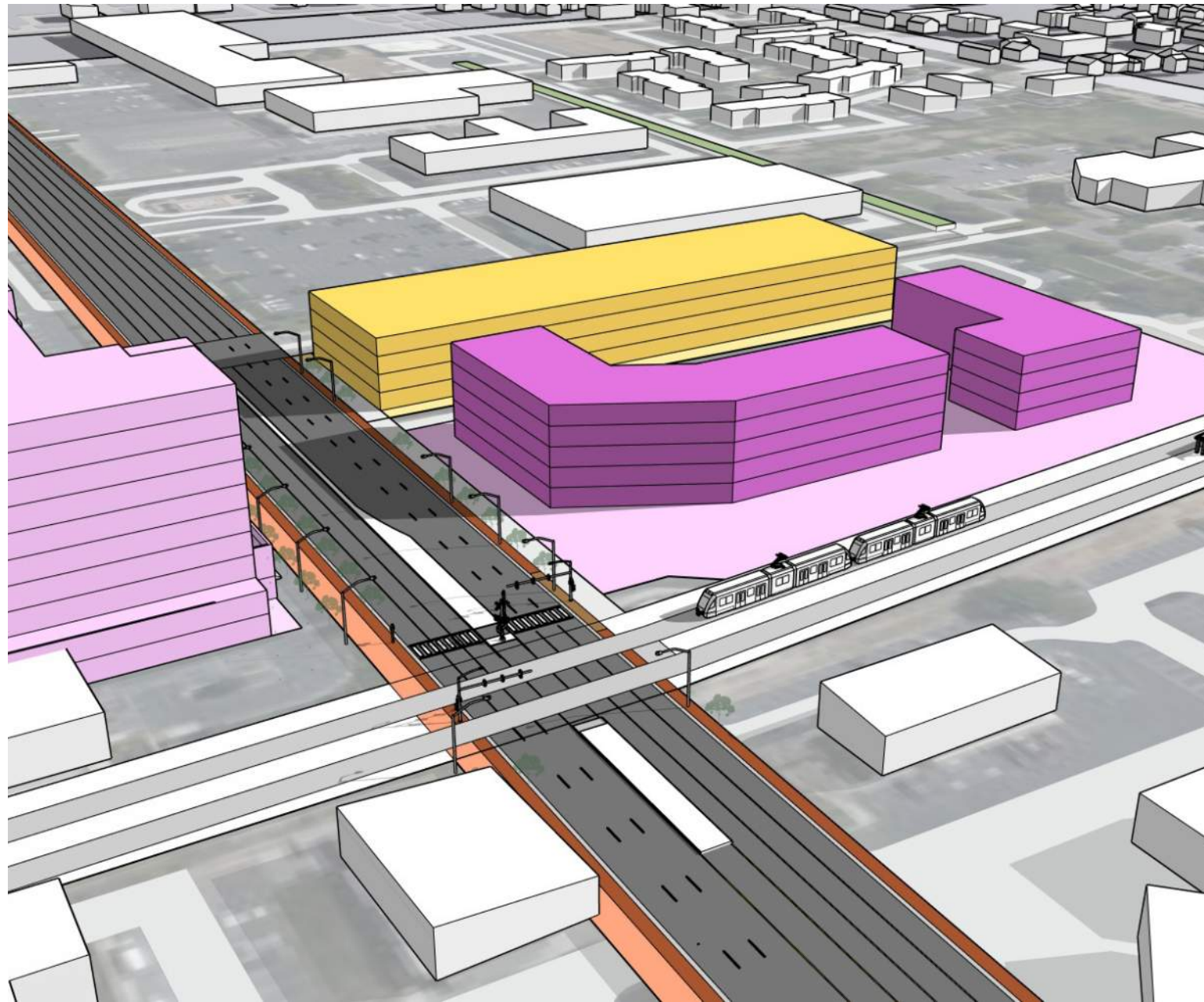


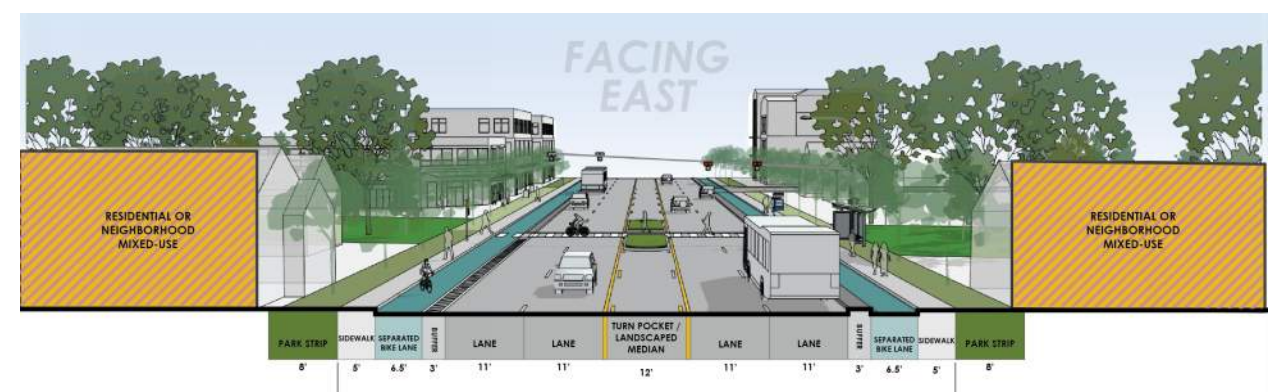
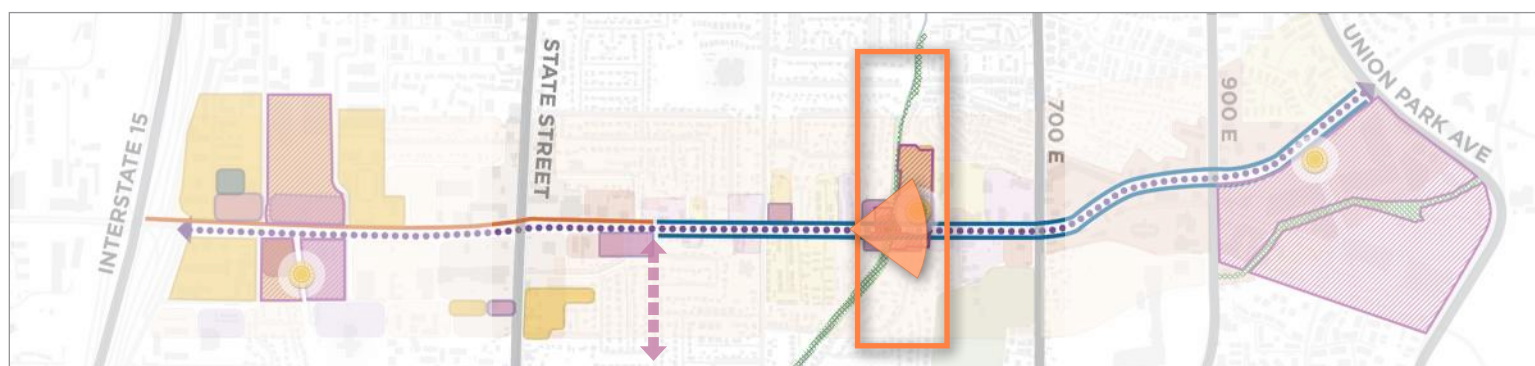
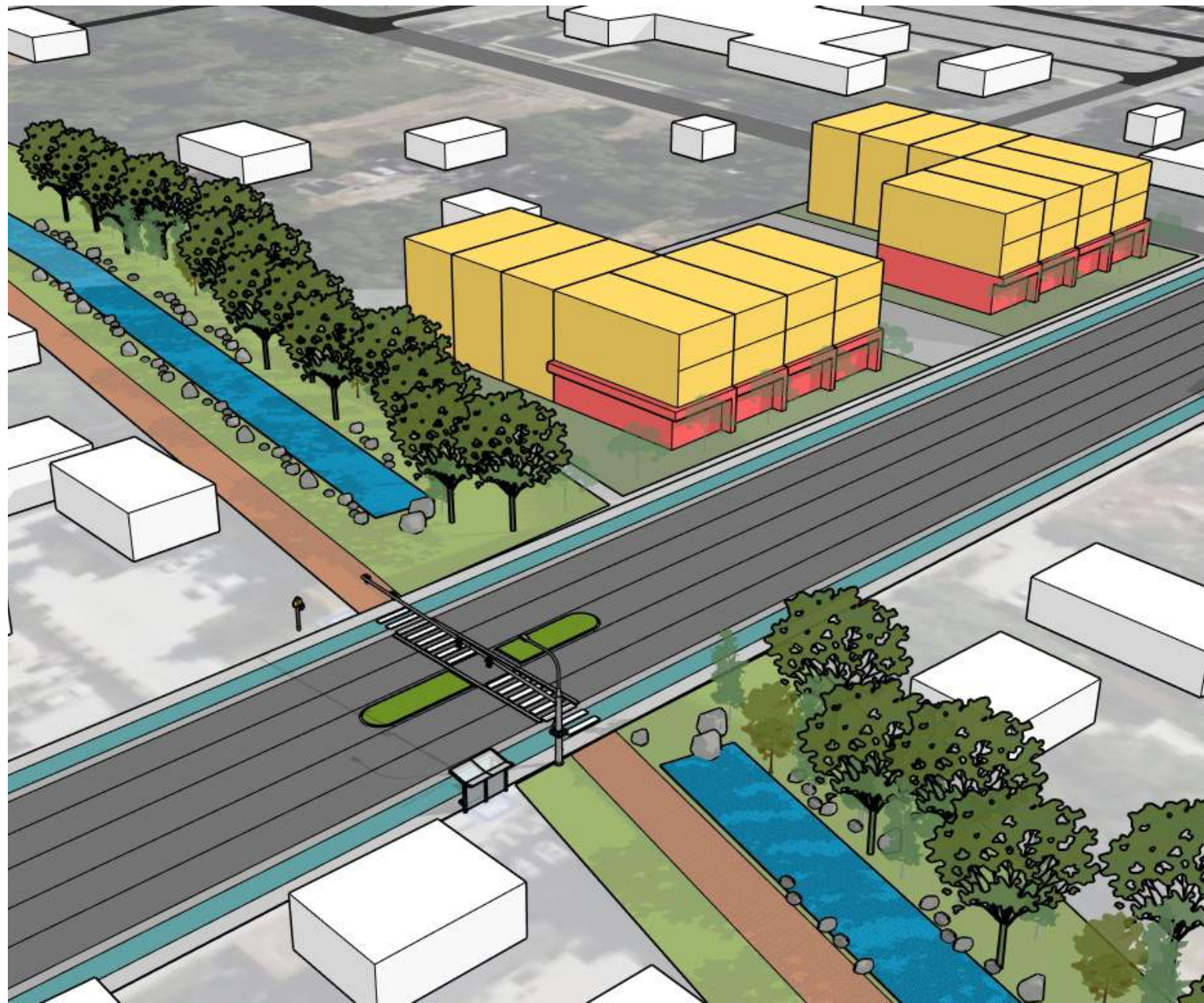
PRELIMINARY DEMONSTRATION SITES



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





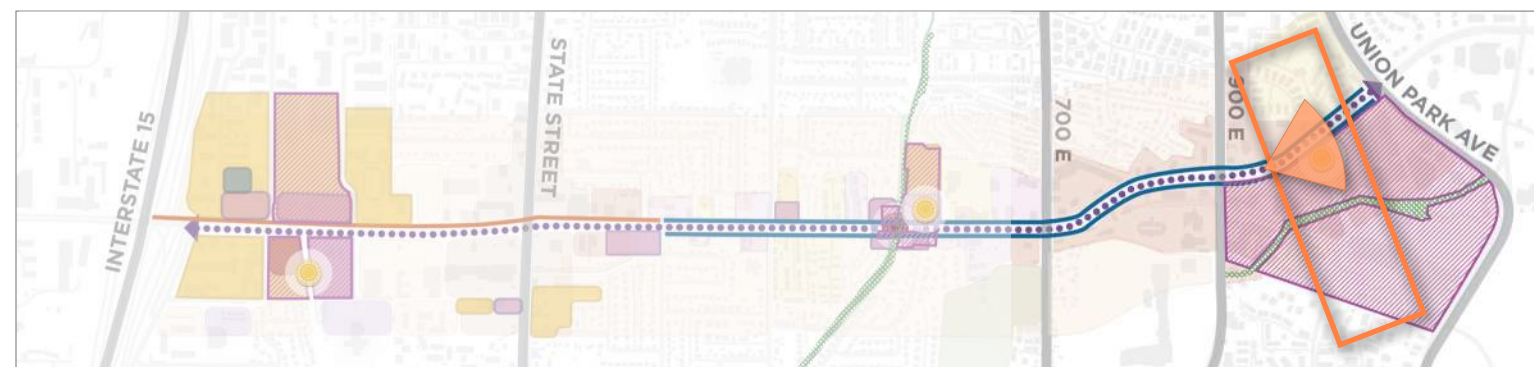










Fort Union Blvd

Internal Road








Canal Trail





- | | | |
|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
|  Existing Buildings |  Open Gathering Space |  Green Space |
|  Building Urban Infill |  Canal Trail/Protected Bike Lane |  Internal Road Network |



- | | | |
|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
|  Existing Buildings |  Open Gathering Space |  Green Space |
|  Building Urban Infill |  Canal Trail/Protected Bike Lane |  Internal Road Network |
|  Big Box Retrofit | | |

NEXT STEPS

Finalize Document w/ City Council & survey comments
Final Review by project Steering Committee



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 18, 2024

ITEM TYPE: Public Hearing

SUBJECT: Receive Public Comments regarding Increased Compensation for Executive Municipal Officers

SUBMITTED BY: Mariah Hill, Administrative Services Director
Rori Andreason, HR Director/City Recorder

PAY PLAN SUMMARY:

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. The details of these increases are included in the attachment.

PLAN COMPLIANCE: N/A

FISCAL IMPACT

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

STAFF'S RECOMMENDATION AND MOTION:

This item is for public comment only.

ATTACHMENTS:

FY2025 Compensation Increases for Executive Municipal Officers

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



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 18, 2024

ITEM TYPE: Public Hearing

SUBJECT: Receive Public Comments regarding Setting Salaries for Elected and Statutory/Appointed Officers for Midvale City

SUBMITTED BY: Mariah Hill, Administrative Services Director
Rori Andreason, HR Director/City Recorder

PAY PLAN SUMMARY:

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.

PLAN COMPLIANCE: N/A

FISCAL IMPACT

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

STAFF'S RECOMMENDATION AND MOTION:

This item is for public comment only.

ATTACHMENTS:

FY2025 Midvale City Pay Plan

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

Positions	Pay Range				Pay Range			Pay Range				Rng	Positions
	GR	Min	Mid	Max	Min	Mid	Max	GR	Min	Mid	Max		
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	126,157.24	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

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

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



CITY COUNCIL MEETING
Minutes

Tuesday June 4, 2024
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Marcus Stevenson

COUNCIL MEMBERS: Council Member Paul Glover
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; Garrett Wilcox, City Attorney; Glen Kennedy, Public Works Director; Nate Rockwood, Assistant City Manager; Adam Olsen, Community Development Director; Mariah Hill, Administrative Services Director; Wendelin Knobloch, Planning Director; Jonathan Anderson, Planner II; Kate Andrus, RDA Program Manager; Chief Randy Thomas, UPD; Chief Brad Larson, UFA; Systems Administrator; and Matt Pierce, IT Director.

6:00 PM – REGULAR MEETING

Mayor Marcus Stevenson called the business meeting to order at 6:07 p.m.

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE

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

C. PROCLAMATION DECLARING JUNE 2024 AS LGBTQ PRIDE MONTH

Council Member Dustin Gettel and Mayor Marcus Stevenson read the proclamation into the record.

D. UNIFIED FIRE AUTHORITY REPORT – [Chief Brad Larson]

Chief Brad Larson began by stating that the UFA board has approved the FY2025 tentative budget, the final approval will be voted on at the June 18th meeting.

The Chief reported that they had 26 new recruits who graduated from the 4-month training camp. They have all been assigned to crews and have begun their service immediately. He reported that UFA also has 6 new lateral hires, these firefighters come from other

departments and are already trained and ready to start after a 4-week orientation. He said the department will have a final Fireworks Restriction Area map published on their website June 1st and urges residents to use the interactive map as a tool to familiarize themselves with the updated boundaries. With fireworks season approaching he wants to remind residents that they can view the June safety message concerning how to handle fireworks safely on the website and social media pages. He urges adults to use glow sticks in place of traditional sparklers for children.

Chief Larson said that the cooler spring temperatures have helped with the gradual melting of snow resulting in a mild spring runoff keeping flood risk low. Emergency management continues to actively monitor the flood risk areas and still recommends being aware of high-risk areas and staying away from fast moving water.

The Chief wanted to report that Paramedic Paul Larsen was promoted to Special Enforcement Division Chief in May.

II. PUBLIC COMMENTS

There was no one who desired to speak.

III. MAYOR REPORT

Mayor Marcus Stevenson discussed the mural festival activities taking place on Saturday, June 8th. On Thursday, June 6th, at 6 pm there will be a mural walk ending with ice cream where 8 artists will be available for the public to watch them work, ask questions, interact, and chat.

He gave a quick Unified Police Department update recapping a tour of the Special Ops, evidence, and storage facility, it's a huge and complex building, reminding him of a large library.

He mentioned that the City has turned in their mitigation application. Due to Midvale hosting the family shelter, the City is eligible to receive up to \$3.5 million dollars in neighborhood mitigation funds. He expressed appreciation for the staff's efforts in getting the application turned in.

IV. COUNCIL REPORTS

A. Council Member Bonnie Billings – said she participated in the recent DUI check point, it was a positive experience, and she would love to see those happen more. She thanked Chief Thomas and everyone involved in making that happen.

B. Council Member Paul Glover – said he's happy to be at council meeting. It's 2 AM where he is somewhere between Copenhagen and Germany on the Baltic Sea. He hopes the mural festival is good this year and he regrets missing it.

C. Council Member Heidi Robinson - said she wanted to remind everyone that the Los Muros on Main Festival is on June 8th, 4-9 pm.

D. Council Member Bryant Brown – said he commends Paul Glover’s dedication to calling into council meeting while he is on vacation. He expressed gratitude for the food trucks and mentioned there will be a slight pause of the food trucks until August when the Plaza opens.

E. Council Member Dustin Gettel – said he agreed with Council Member Brown’s comments about Council Member Glover’s dedication to attend the council meeting at 2:00 a.m. from Copenhagen. He reported that a co-worker that does not live in Midvale expressed excitement about the mural festival. He wanted to remind everyone that primary ballots are being mailed out now. If you don’t receive your ballot, contact the Salt Lake County Clerk’s office. Also, there is a ballot drop box at city hall which makes returning your ballot quick and easy.

V. CITY MANAGER REPORT

A. Matt Dahl, City Manager, said we are in vandalism season again. Public Works is dealing with damage at park facilities, specifically damage to an electric meter at Bingham Junction Park. The damage has affected our ability to water the park, so there are several areas that are being watered by hand. If you see dry grass or watering outside of typical watering times, it’s because of the non-working meter and staff is working on getting it fixed. He reported that Administration participated in an emergency management training event in West Jordan. Each time we attend one of these events we learn how we can improve our response to an emergency, and we are building relationships with community partners. There will be a follow-up training in September.

Matt Dahl invited Nate Rockwood to report on the Los Muros Festival. Nate Rockwood said the muralists started last Thursday. There are nine muralists on the street, including a local Utah artist but also artists from all over North America and the world. They are excited to be here, and this is the first time many of them have visited Utah. There are some prominent walls this year with incredible artists painting on those walls. There are more vendors during the festival this year than in the past. There will be a beer garden with two local breweries, Bohemian Brewery and Two Row Brewing. He invited everyone to come out and see the art as well as interact with the artists. The goal is to make the event as artist focused as possible. With nine new murals this year, we are close to forty murals currently on Main Street.

Billie Smathers introduced the visiting EPA individuals, Kristina, Josie, Athena, and Missy.

Josie began by introducing some Utah Division of Air Quality (UDAQ) individuals that were at the meeting, Tony Howes and Dave Eliasson. She discussed the Midvale Slag and Sharon Steele sites. They do five-year reviews for all the sites to make sure they are still protected. They recently did one for Midvale Slag and it included a change in the protective status based on EPA who came up with new lead guidelines particularly relating to children. This is nationwide guidance not specific to any sites and from that level they focus on site specific guidelines. This will occur over the next three years.

Council Member Dustin Gettel said he is a resident in one of Midvale's Superfund sites and he appreciates being open and honest with the residents about both good and bad information. The more scientifically backed information he has available to him will make it easier for him to have conversations with residents about safety and what is going on where they live.

Josie said that the EPA has multiple programs that deal with lead offering information and making people aware of different sources of lead exposure and providing information on best practices to avoid exposure to lead or any heavy metal. Her office is happy to compile this information for the city to share with residents.

Matt Dahl asked if this is just general advice to follow and that there currently aren't any findings that are concerning.

Josie said yes, these are general guidelines that are suggested by physicians. They can't say there is or isn't an elevated risk, they are currently just doing site specific testing. How long this testing takes will depend on the findings and next steps.

Mayor Stevenson asked about remediation efforts if problems are found.

Josie said remediation would involve removing contaminated soil and replacing it.

Council Member Dustin Gettel asked about any specific recommendations for avoiding exposure to animals.

Josie said she doesn't have an answer to that other than wiping paws to keep dirt from coming into the house.

Matt Dahl reiterated that this is a best practice scenario and not advice due to any concerning issues or findings.

Kristina Progress, supervisor in the Superfund Project, said the guidance that was revised is specific to residential soil lead exposure. The revised report says we used to think levels of 400 were acceptable and now we think levels of 100-200 are acceptable.

Mayor Stevenson asked what the City should be doing with the health department to be proactive about getting information out.

Kristina Progress said that putting her office in touch with local groups the City has partnered with in relationship to the Superfund Site will help them coordinate with those groups and share information and create outreach opportunities.

VI. PUBLIC HEARINGS

A. RECEIVE PUBLIC COMMENT REGARDING PROPOSED BUDGET AMENDMENTS TO FY2024 GENERAL FUND AND OTHER FUNDS AS NECESSARY.

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

General Fund

Revenue and Expense Budget Adjustments \$2,407,499 – 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 – \$89,000** – 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.

FISCAL IMPACT:

General Fund – Increase in budgeted expenditures of \$2,407,499 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 \$1,873,148.

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 - \$69,000
 - Salaries & Benefits (Retirement Payouts & New Employees) - \$23,500
 - SL County Signal Maintenance Increase - \$20,000
 - 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 – \$1,873,148

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)	(1,873,148)	(2,084,871)	Increase to use of fund balance
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS - GENERAL FUND	\$ (13,584,000)	\$ (2,407,499)	\$ (15,991,499)	
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
Public Safety - Miscellaneous supplies	300	20,000	20,300	Narcan
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	\$ 611,056	\$ 2,407,499	\$ 3,018,555	

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 public 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 COMMENT REGARDING THE FY2025 PROPOSED MIDVALE MUNICIPAL FEE SCHEDULE, UTILITY RATES.

Mariah Hill said as a part of the budget process, staff review 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. The FY2025 Fee Schedule will be posted on the Midvale City website upon approval.

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.

Council Member Dustin Gettel said he thinks charging a returned check fee is counterproductive since it's taking money from someone that didn't have money to begin with. He said he wanted it on the record that he doesn't like those types of fees.

Mariah Hill explained that the City gets charged and so it's recouping what the City is charged by the bank. She said that the finance office does everything possible to avoid a customer bouncing a check and it is an administrative fee that the City is being charged.

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 public 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.

C. CONSIDER AN ORDINANCE AMENDING SECTIONS 17-7-12.2, 17-7-12.5, AND 17-7-12.7 RELATING TO THE REMOVAL OF THE USES MANUFACTURING, OUTDOOR STORAGE AND WAREHOUSE/DISTRIBUTION, AND OTHER ASSOCIATED REFERENCES TO THEM IN THE REGIONAL COMMERCIAL ZONE OF THE MIDVALE CITY MUNICIPAL ASSOCIATED REFERENCES TO THEM IN THE REGIONAL COMMERCIAL ZONE OF THE MIDVALE CITY MUNICIPAL CODE

Jonathan Anderson said Midvale City requests an amendment to the above-listed sections of the Midvale Municipal Code. These sections regulate the use table, outdoor storage regulations, and parking standards of the Regional Commercial (RC) zone. The proposed amendment is to remove Manufacturing, Outdoor Storage, and warehouse/Distribution as uses in the zone and any associated references thereto.

Public notice has been sent to affected entities as required in 17-3-9.B of the Municipal Code. No comments have been received as of the writing of this report.

-AMENDMENTS TO THE ZONING CODE OR MAP-

Midvale City Municipal Code 17-3-1 outlines the criteria necessary for amendments to

the zoning code or map (Staff responses in **bold**):

17-3-1.E Amendments to the Zoning Code or Map.

1. Proposed rezoning is necessary either to comply with the general plan proposed land use map or to provide land for a community need that was not anticipated at the time of adoption of the general plan;

Response: The request is not for a rezone; rather, an amendment that removes certain uses from the individual zone and any associated references to them.

2. Existing zoning was either the result of a clerical error or a mistake of fact, or that it failed to take into account the constraints on development created by the natural characteristics of the land, including but not limited to, steep slopes, flood plain, unstable soils, and inadequate drainage; or,

Response: This criterion is not applicable.

3. Land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage redevelopment of the area or to recognize the changed character of the area;

Response: This criterion is not applicable.

Text Amendment Criteria

Midvale City Code 17-3-1.E:

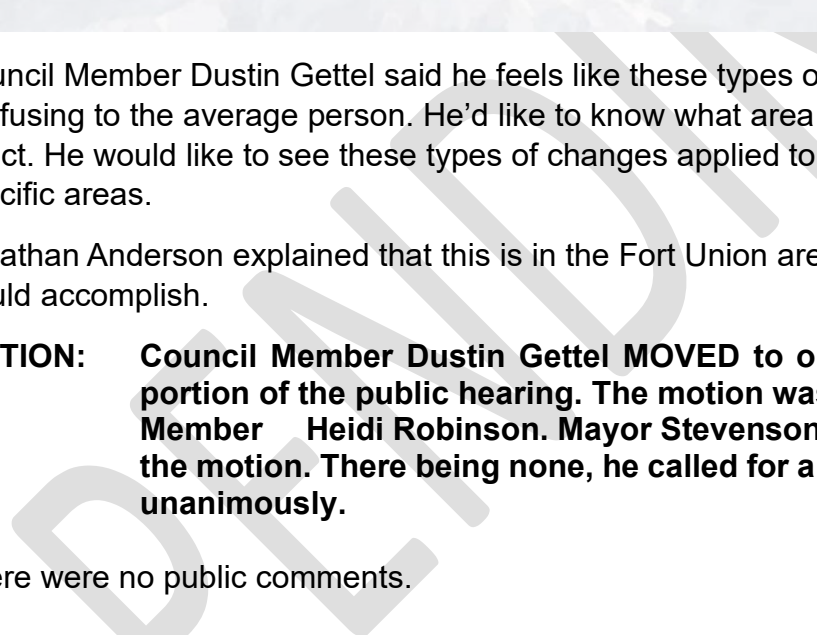
1. Proposed rezoning is necessary either to comply with the general plan proposed land use map or to provide land for a community need that was not anticipated at the time of adoption of the general plan;

2. Existing zoning was either the result of a clerical error or a mistake of fact, or that it failed to take into account the constraints on development created by the natural characteristics of the land, including but not limited to, steep slopes, flood plain, unstable soils, and inadequate drainage; or,

3. Land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage redevelopment of the area or to recognize the changed character of the area;

Proposed Changes

These sections (17-7-12.2, 17-7-12.5, and 17-7-12.7) regulate the Use Table, Outdoor Storage regulations, and Parking Standards of the Regional Commercial (RC) zone. The proposed amendment is to remove Manufacturing, Outdoor Storage, and Warehouse/Distribution as uses in the zone and any associated references to them.



Council Member Dustin Gettel said he feels like these types of code changes are confusing to the average person. He'd like to know what area these changes would affect. He would like to see these types of changes applied to the entire City and not specific areas.

Jonathan Anderson explained that this is in the Fort Union area and what the changes would accomplish.

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 public comments.

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

ACTION: Consider Ordinance No. 2024-O-15 Amending Sections 17-7-12.2, 17-7-12.5, and 17-7-12.7 Relating to the removal of the uses Manufacturing, Outdoor Storage, and Warehouse/Distribution, and other associated references thereto in the Regional Commercial (RC) Zone of the Midvale City Municipal Code.

The Council discussed this issue at length for additional clarification.

MOTION: Council Member Heidi Robinson **MOVED** to Approve Ordinance No. 2024-O-15 Amending Sections 17-7-12.2, 17-7-12.5, and 17-7-12.7 relating to the Removal of the Uses Manufacturing, Outdoor Storage, and Warehouse/Distribution, and other Associated References to them in the Regional Commercial (RC) Zone of the Midvale City Municipal Code. 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	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

D. CONSIDER AN ORDINANCE AMENDING SECTIONS 17-7-7.6, 17-7-10.12.12(D) AND 17-7-13.5 RELATING TO THE REMOVAL AND AMENDMENT OF OUTDOOR STORAGE REGULATIONS FROM THE STATE STREET, JORDAN BLUFFS SUBAREAS 1-3 DEVELOPMENT AND CLEAN INDUSTRIAL ZONES, AND CREATING SECTION 17-6-3 OF THE MIDVALE CITY MUNICIPAL CODE.

Jonathan Anderson said Midvale City requests an amendment to the above-listed sections of the Midvale City Municipal Code. The amendments requested are to remove the outdoor storage standards from the individual zones and relocate the amended regulations into the Supplementary Regulations under Section 17-6 for simplicity across all of Title 17 in the Midvale City Municipal Code.

Public notice has been sent to affected entities as required in 17-3-9.B of the Municipal Code. No comments have been received as of the writing of this report.

-AMENDMENTS TO THE ZONING CODE OR MAP-

Midvale City Code 17-3-1 outlines the criteria necessary for amendments to the zoning code or map (Staff responses in **bold**):

17-3-1.E Amendments to the Zoning Code or Map.

1. Proposed rezoning is necessary either to comply with the general plan proposed land use map or to provide land for a community need that was not anticipated at the time of adoption of the general plan;

Response: The request is not for a rezone; rather, an amendment that removes outdoor storage regulations from individual zones and relocates the amended regulations as a supplementary regulation.

2. Existing zoning was either the result of a clerical error or a mistake of fact, or that it failed to take into account the constraints on development created by the natural characteristics of the land, including but not limited to, steep slopes, flood plain, unstable soils, and inadequate drainage; or,

Response: This criterion is not applicable.

3. Land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage redevelopment of the area or to recognize the changed character of the area;

Response: This criterion is not applicable.

Text Amendment Criteria

Midvale City Code 17-3-1.E:

1. Proposed rezoning is necessary either to comply with the general plan proposed land use map or to provide land for a community need that was not anticipated at the time of adoption of the general plan;

2. Existing zoning was either the result of a clerical error or a mistake of fact, or that it failed to take into account the constraints on development created by the natural characteristics of the land, including but not limited to, steep slopes, flood plain, unstable soils, and inadequate drainage; or,

3. Land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage redevelopment of the area or to recognize the changed character of the area;

Proposed Changes

These sections (17-7-7.6, 17- 7-10.12.12(D), and 17-7-13.5) regulate the current Outdoor Storage regulations of the State Street Zone (SSC), Jordan Bluffs Subareas 1-3 Development, and Clean Industrial (CI) zones.

The proposed amendment is to remove the outdoor storage regulations from the above-mentioned sections and relocate amended outdoor storage and storage yard regulations to Section 17-6-3 (Supplementary Regulations) of the Midvale City Municipal Code.

Proposed Changes

Midvale Municipal Code Section 17-6, Supplementary Regulations

Page 1 of 1

17-6-3 Outdoor Storage and Storage Yard Standards.

Outdoor storage and storage yards shall meet the following requirements:

A. *Location.*

1. Outdoor storage shall be located in the side or rear yard of the primary structure.
2. Storage yards shall not be permitted within 250 feet of a primarily residential zone.

B. *Lot Area.* Outdoor storage shall not constitute more than 15% of the lot area.

B. *Height.* Items stored within 20 feet of fencing may not exceed the height of the fence.

C. *Screening.* Outdoor storage and storage yards must be screened from public view. Fencing shall be made of CMU or decorative concrete. All fencing must be at least six feet in height and may not exceed the maximum height of permitted fencing within the zone.

D. *Paving.* Outdoor storage shall be surfaced with asphalt, recycled asphalt, or concrete.

E. *Prohibited Items.* Roof top storage, hazardous materials, junk, junk cars, and debris are prohibited.

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 public 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.

ACTION: Consider Ordinance No. 2024-O-17 Amending Sections 17-7-7.6, 17-7-10.12.12(d) and 17-7-13.5 Relating to the Removal and Amendment of Outdoor Storage Regulations from the State Street, Jordan Bluffs Subareas 1-3 Development and Clean Industrial Zones, and Creating Section 17-6-3 of the Midvale City Municipal Code.

MOTION: Council Member Dustin Gettel **MOVED** to Approve Ordinance No. 2024-O-17 Amending Sections 17-7-7.6, 17-7-10.12.12(d) and 17-7-13.5 Relating to the Removal and Amendment of Outdoor Storage Regulations from the State Street, Jordan Bluffs Subareas 1-3 Development and Clean Industrial Zones, and Creating Section 17-6-3 of the Midvale City Municipal Code. 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	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

E. CONSIDER AMENDING THE MIDVALE CITY MUNICIPAL CODE SECTION 17-7-12.2 TO REMOVE COMMERCIAL NURSERY AS A USE IN THE REGIONAL COMMERCIAL (RC) ZONE, SECTION 17-7-13.2 TO ADD STORAGE YARD AS A USE IN THE CLEAN INDUSTRIAL (CI) ZONE, AND SECTIONS 17-2-15 AND 17-2-19 TO REFINE THE DEFINITIONS OF OUTDOOR STORAGE AND STORAGE YARDS.

Wendelin Knobloch said Midvale City requests a code text amendment that serves the following three purposes:

1. Remove Commercial Nurseries from the RC zone to provide a higher level of internal consistency in the zone's range of uses.
2. Add Storage Yard as a use in the CI zone to accommodate uses that were previously able to locate in the RC zone.

3. Simplify the definitions of Outdoor Storage and Storage Yards and move regulatory aspects included in the definitions to Section 17-6 Supplementary Regulations, which occur in a separate item on this agenda.

The Planning Commission unanimously recommended approval of this item at its 4/24/2024 regular meeting.

Public notice was sent to affected entities as required in Section 17-3-9.B of the Midvale Municipal Code (MMC) and no comments were received at the time of this writing.

Midvale City Code 17-3-1 outlines the criteria necessary for amendments to the zoning code or map as detailed below:

MMC Section 17-3-1(E): Amendments to the Zoning Code or Map

E. Criteria/Required Findings. The city's zoning is the result of a detailed and comprehensive appraisal of the city's present and future land use allocation needs. In order to establish and maintain sound, stable, and desirable development within the city, rezoning of land is to be discouraged and allowed only under the limited circumstances herein described. Therefore, the planning commission may recommend, and the city council may grant, a rezoning application only if it determines, in written findings, that the proposed rezoning is consistent with the policies and goals of the general plan and that the applicant has demonstrated that the:

1. Proposed rezoning is necessary either to comply with the general plan proposed land use map or to provide land for a community need that was not anticipated at the time of adoption of the general plan;

Staff Response: This criterion is not applicable because the request seeks to amend the municipal code not the zoning map.

2. Existing zoning was either the result of a clerical error or a mistake of fact, or that it failed to take into account the constraints on development created by the natural characteristics of the land, including but not limited to, steep slopes, flood plain, unstable soils, and inadequate drainage; or

Staff Response: This criterion is not applicable because the request seeks to amend the municipal code not the zoning map.

3. Land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage redevelopment of the area or to recognize the changed character of the area.

Staff Response: This criterion is not applicable because the request seeks to amend the municipal code not the zoning map.

Code Amendment

1. Remove Commercial Nurseries from the [RC \(Regional Commercial\)](#) zone to provide a higher level of internal consistency in the zone's range of uses.
2. Add Storage Yard as a use in the [CI \(Clean Industrial\)](#) zone to accommodate uses that were previously able to locate in the RC zone.
3. Simplify the definitions of Outdoor Storage and Storage Yards and move regulatory aspects included in the definitions to Section 17-6 Supplementary Regulations (see Item V.c on today's agenda).

Code Amendment

17-2-19 "S" definitions.

"Storage yard" means the location of goods, wares, merchandise, commodities, equipment, materials or any other item outside of a completely enclosed building for a continuous period longer than ~~twenty-four~~24 hours, when such storage is a primary characteristic of a permitted use or ~~and constitutes more than fifteen percent~~15% of the lot area. ~~The presence of hazardous materials, junk, junk cars, or debris not usually appurtenant to permitted on-site uses is prohibited. Storage yards shall be screened from public view by a minimum six-foot-high masonry fence and, when outdoor storage occurs in a front yard, side yard, or any other location within the public view, additional screening of a height and material determined by the planning commission. Storage yards shall not be permitted within two hundred fifty~~250 feet of a primarily residential zone, ~~ing district boundary or within the public view from Union Park Road, 900 East, State Street, 7200 South or 7800 South.~~ For the purposes of this title, construction yards, lumber yards, and like uses are considered to be storage yards as regulated herein. ~~Compare with "Outdoor storage."~~

Code Amendment

Midvale Municipal Code Chapter 17-2, Definitions

Page 1 of 1

17-2-15 "O" definitions.

"Outdoor storage" means the accessory location of any goods, wares, merchandise, commodities, or any other item outside of a completely enclosed building for a continuous period longer than ~~twenty-four~~ 24 hours. ~~The area used for outdoor storage shall not constitute more than fifteen percent (15%) of the lot area. With the exception of retail sales displays in an approved commercial area, outdoor storage shall be screened from public view by a minimum six-foot high opaque fence or, when outdoor storage occurs in a front yard, side yard, or any other location within the public view, a fence or screening of a height and material determined by the planning commission. The presence of hazardous materials, junk, junk cars, or debris not usually appurtenant to permitted on-site uses is prohibited.~~ "Outdoor storage" as defined herein does not include "Storage yard," construction yards, storage yards, or other storage uses where the storage of items outside of an enclosed building is a primary characteristic of the use. See "Storage yard."

Council Member Dustin Gettel asked if there were other places in Midvale where a nursery could be run. He doesn't want to discourage someone from this type of business in Midvale.

Wendelin Knobloch said yes, there are other places available.

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 public 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.

ACTION: Consider Ordinance No. 2024-O-16 Amending the Midvale City Municipal Code Section 17-7-12.2 to Remove Commercial Nursery as a Use in the Regional Commercial (RC) Zone, Section 17-7-13.2 to Add Storage Yard as a Use in the Clean Industrial (CI) Zone, and Sections 17-2-15 and 17-2-19 to Refine the Definitions of Outdoor Storage and Storage Yards.

MOTION: Council Member Dustin Gettel **MOVED** to Approve Ordinance No. 2024-O-16 Amending the Midvale City Municipal Code Section 17-7-12.2 to Remove Commercial Nursery as a Use in the Regional Commercial (RC) Zone, Section 17-7-13.2 to Add Storage Yard as a Use in the Clean Industrial (CI) Zone, and Sections 17-2-15 and 17-2-19 to Refine the Definitions of Outdoor Storage and Storage Yards. 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	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

F. CONSIDER AN ORDINANCE AMENDING SECTIONS 17-7-9.12.1.8(E) AND 177-12.4(F) RELATING TO THE REMOVAL OF STORAGE YARD ARCHITECTURAL STANDARDS IN THE RIVERWALK OVERLAY AND REGIONAL COMMERCIAL ZONES OF THE MIDVALE CITY MUNICIPAL CODE

Jonathan Anderson said with a storage yard not being an allowed use in the Riverwalk Overlay and Regional Commercial Zones, there is not a need for the architectural standards for storage yards to be within the ordinance for either of the zones. This proposed amendment is to remove the standards from these zones.

Public notice has been sent to affected entities as required in 17-3-9.B of the Municipal Code. No comments have been received as of the writing of this report.

-AMENDMENTS TO THE ZONING CODE OR MAP-

Midvale City Code 17-3-1 outlines the criteria necessary for amendments to the zoning code or map (Staff responses in **bold**):

17-3-1.E Amendments to the Zoning Code or Map.

1. Proposed rezoning is necessary either to comply with the general plan proposed land use map or to provide land for a community need that was not anticipated at the time of adoption of the general plan;

Response: The request is not for a rezone; rather, an amendment that removes the architectural standards for storage yards from the Riverwalk Overlay and Regional Commercial zones.

2. Existing zoning was either the result of a clerical error or a mistake of fact, or that it failed to take into account the constraints on development created by the natural characteristics of the land, including but not limited to, steep slopes, flood plain, unstable soils, and inadequate drainage; or,

Response: This criterion is not applicable.

3. Land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage redevelopment of the area or to recognize the changed character of the area;

Response: This criterion is not applicable.

Text Amendment Criteria

Midvale City Code 17-3-1.E:

1. Proposed rezoning is necessary either to comply with the general plan proposed land use map or to provide land for a community need that was not anticipated at the time of adoption of the general plan;

2. Existing zoning was either the result of a clerical error or a mistake of fact, or that it failed to take into account the constraints on development created by the natural characteristics of the land, including but not limited to, steep slopes, flood plain, unstable soils, and inadequate drainage; or,

3. Land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage redevelopment of the area or to recognize the changed character of the area;

Proposed Changes

These sections (17-7-9.12.1.8(E) and 17-7-12.4(F)) regulate the miscellaneous architectural standards of the Riverwalk Overlay and Regional Commercial (RC) zones. The proposed amendment is to remove the storage yard architectural standards from the above-mentioned sections.

Proposed Changes

Driveways & Parking: Curbs shall be concrete or asphalt.		Storage yards shall be screened and have paved surfaces.
----------------------------------------------------------	--	---------------------------------------------------------------------



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 public 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.

ACTION: Consider Ordinance No. 2024-O-18 Amending Sections 17-7-9.12.1.8(E) and 17-7-12.4(F) relating to the Removal of Storage Yard Architectural Standards in the Riverwalk Overlay and Regional Commercial Zones of the Midvale City Municipal Code.

MOTION: Council Member Dustin Gettel **MOVED** to Approve Ordinance No. 2024-O-18 Amending Sections 17-7-9.12.1.8(E) and 17-7-12.4(F) relating to the Removal of Storage Yard Architectural Standards in the Riverwalk Overlay and Regional Commercial Zones of the Midvale City Municipal Code. 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	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

G. CONSIDER AN ORDINANCE AMENDING SECTIONS 17-7-11.3(B)(4)(g) RELATING TO REDUCING REQUIREMENTS BETWEEN OUTDOOR DINING AND EXISTING RESIDENTIAL USES IN THE MAIN STREET FORM-BASED CODE OF THE MIDVALE CITY MUNICIPAL CODE

Jonathan Anderson said the current one-hundred-foot distance between an outdoor dining area and an existing residential use in the Main Street Form Based Code prohibits the construction of outdoor dining areas that are not within the exceptions mentioned in 17-7-11.3(B)(4)(g).

The proposal to reduce that requirement down to twenty feet matches the amendments to the State Street Zone, heard before the City Council and approved on May 7, 2024.

Public notice has been sent to affected entities as required in 17-3-9.B of the Municipal Code. No comments have been received as of the writing of this report.

-AMENDMENTS TO THE ZONING CODE OR MAP-

Midvale City Code 17-3-1 outlines the criteria necessary for amendments to the zoning code or map (Staff responses in **bold**):

17-3-1.E Amendments to the Zoning Code or Map.

1. Proposed rezoning is necessary either to comply with the general plan proposed land use map or to provide land for a community need that was not anticipated at the time of adoption of the general plan;

Response: The request is not for a rezone; rather, an amendment that reduces the distance between an outdoor dining area and existing residential use.

2. Existing zoning was either the result of a clerical error or a mistake of fact, or that it failed to take into account the constraints on development created by the natural characteristics of the land, including but not limited to, steep slopes, flood plain, unstable soils, and inadequate drainage; or,

Response: This criterion is not applicable.

3. Land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage redevelopment of the area or to recognize the changed character of the area;

Response: This criterion is not applicable.

Text Amendment Criteria

Midvale City Code 17-3-1.E:

1. Proposed rezoning is necessary either to comply with the general plan proposed land use map or to provide land for a community need that was not anticipated at the time of adoption of the general plan;

2. Existing zoning was either the result of a clerical error or a mistake of fact, or that it failed to take into account the constraints on development created by the natural characteristics of the land, including but not limited to, steep slopes, flood plain, unstable soils, and inadequate drainage; or,

3. Land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage redevelopment of the area or to recognize the changed character of the area;

PENDING

Proposed Changes

Midvale City Municipal Code Section 17-7-11.3(B)(4) regulates the Outdoor Dining regulations of the Main Street Form Based Code (MS-FBC) zone. The proposed amendment is to reduce the distance between an outdoor dining area and an existing residential use from one hundred feet to twenty feet.

Proposed Changes

g. No part of the outdoor dining area shall be located within ~~one hundred~~ **twenty** feet of any existing residential use (measured from the edge of the outdoor dining area to the closest property line of the residential use), unless the residential use is part of a mixed-use building or the outdoor dining area is separated from the residential use by a commercial building.

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 public 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.

ACTION: Consider Ordinance No. 2024-O-19 Amending Sections 17-7-11.3(b)(4)(g) Relating to Reducing Requirements Between Outdoor Dining and Existing Residential Uses in the Main Street Form-Based Code of the Midvale City Municipal Code.

MOTION: Council Member Heidi Robinson **MOVED** to Approve Ordinance No. 2024-O-19 Amending Sections 17-7-11.3(b)(4)(g) Relating to Reducing Requirements Between Outdoor Dining and Existing Residential Uses in the Main Street Form-Based Code of the Midvale City Municipal Code. 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	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

VII. CONSENT AGENDA

A. CONSIDER MINUTES OF May 7, 2024, and May 21, 2024

B. CONSIDER RESOLUTION NO. 2024-R-29 APPROVING AN AGREEMENT BETWEEN MIDVALE CITY AND NOLAND AND SON CONSTRUCTION FOR THE INSTALLATION AND CONSTRUCTION OF TWO WATERLINES RELACING EXISTING WATERLINES ON HIGH-TECH DRIVE AND ON CENTER STREET

MOTION: Council Member Paul Glover **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	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

VIII. ACTION ITEM

A. CONSIDERATION OF RESOLUTION NO. 2024-R-30 AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN MIDVALE CITY AND SALT LAKE COUNTY REGARDING THE MAIN STREET ART HOUSE PROJECT.

Kate Andrus said in July 2023, Midvale City applied for and secured \$40,800 in funding through the Salt Lake County Tourism, Recreation, Culture, and Convention (TRCC) Support Program to enhance the Main Street Art House. These funds will be used to renovate approximately 400 square feet of the exterior back space, creating a vibrant and functional area for artistic activities. The improved space will:

- Expand opportunities for art creation and community gathering.
- Invite visitors to engage with artists' creative processes.
- Provide a platform for learning new skills through workshops and events.
- Facilitate the exchange of ideas.
- Improve the aesthetics, functionality, and accessibility of the Art House, creating a welcoming environment.

Project Funding:

Salt Lake County approved Midvale City's grant request in December 2023. The grant requires a matching contribution of \$6,500 from Midvale City. To receive the funds, the City must enter into an interlocal agreement with Salt Lake County outlining the terms and conditions for using the funds and reporting expenses.

Interlocal Cooperation Agreement:

The Interlocal Agreement details the grant's key terms, including:

- Grant Amount: \$40,800
- Midvale City Program Contribution: \$6,500
- Period of Performance: March 31, 2024 – March 31, 2025
- Scope of Project: Renovation of the rear exterior of the Art House
- Method of Disbursement: Lump sum reimbursement
-

RDA Oversight:

RDA staff will return at a later date with a separate pass-through agreement. This agreement is necessary because the TRCC funds were awarded to the City, but the RDA will oversee the renovation and provide the matching funds.

FISCAL IMPACT:

The project's total estimated cost is \$47,300. The Redevelopment Agency will contribute \$6,500 to cover the remaining costs. The Agency's role will be finalized in a Pass-Through Agreement, which will be brought before City Council and the RDA Board at a later date. The Agency's contribution has already been included in the Redevelopment Agency's draft Fiscal Year 2025 budget.

Background and Overview

Salt Lake County Tourism, Recreation, Culture and Convention Support Program:

- This program provides funding to eligible entities to support cultural and economic growth.
- The City was awarded \$40,800 for Main Street Art House project.
- The City will contribute the \$6,500 as matching funds to cover the remaining costs.
- This project will renovate approximately 400 sq ft of the exterior back space of the Art House, expanding opportunities for artistic activities.
- To receive the funds, City Council will need to authorize the execution of the interlocal agreement with Salt Lake County.
- The RDA will oversee the renovation and provide the matching funds. Therefore, staff will return at a later date with a separate pass-through agreement for this grant.

Interlocal Agreement

The key terms of the agreement include:

- Grant Amount: \$40,800
- Midvale City Program Contribution: \$6,500
- Period of Performance: March 31, 2024 – March 31, 2025
- Scope of Project: Renovation of the exterior back space of the Art House
- Method of Disbursement: Lump sum reimbursement



Council Member Dustin Gettel asked if this project was part of the budget that was just passed by the county council?

Kate Andrus explained that there was a committee comprised of other mayors that made a recommendation of how the funds are dispersed and a final decision is made by the county council.

MOTION: Council Member Heidi Robinson **MOVED** to Suspend the rules and Adopt Resolution No. 2024-R-30 Authorizing the Execution of an Interlocal Cooperation Agreement between Midvale City and Salt Lake County Regarding the Main Street Art House. 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	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

IX. DISCUSSION ITEMS

A. DISCUSS STATE AUDITOR'S FRAUD RISK ASSESSMENT

Mariah Hill said beginning in 2020, all local governments are required to complete a Fraud Risk Assessment/Questionnaire and present it to the governing body each fiscal year. The Assessment assigns an overall risk level of undetected fraud based upon points earned for the implementation of identified best practices. This assessment/questionnaire will also be certified by the CFO (Finance Director) and CAO (City Manager). This assessment was designed by the State Auditor's Office to identify best practices in fraud detection and prevention. It is important to note the following:

- Best practices identified in the Assessment are not required, but highly recommended.
- All of the best practices in the Assessment may be implemented at a low or no cost.
- The Assessment is not a replacement or duplication of an internal control assessment performed by an independent auditor as part of a financial statement audit.

This fiscal year the City has improved our score from 355 to 375 (both Very Low Risk Level). This is due to a new employee being a CPA (Thompson Wong – Assistant Finance Director).

Ms. Hill stated this item was for discussion only.

B. DISCUSSION REGARDING THE RENEWAL OF THE AGREEMENT FOR ANIMAL SERVICES BETWEEN MIDVALE CITY AND SALT LAKE COUNTY ANIMAL CONTROL

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.

The City and Animal Services are negotiating final changes to the contract before finalizing it for City Council approval. The City is requesting small text edits to the agreement, adding a timeframe for notification of price changes in renewing years, and ensuring that the indemnity clause is reciprocal (the agreement currently ensures the City holds Animal Services and Salt Lake County harmless for our actions, but Midvale is requesting the agreement also stipulate Animal Services and Salt Lake County hold the City harmless for Animal Services' actions).

The contract will be finalized and ready for City Council approval for the June 18, 2024 meeting.

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, including:
 - Enforcing County and City code (related to animal services),
 - Animal shelter services,
 - Emergency animal services,
 - Animal licenses and fee management.

New Agreement with Animal Services

- The current agreement will end at the end of this fiscal year (June 30, 2024).
- Midvale City Staff have been working with Animal Services to finalized a new agreement to continue the same level of animal services within Midvale.
 - The final agreement will be ready for City Council approval for June 18 Council Meeting.
- New Agreement Terms:
 - Initial Term: July 1, 2024 – June 30, 2029
 - Option to renew for three 5-year periods.
 - Annual Cost: \$406,618.00

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.

New Agreement Terms Cont.

Midvale City has requested the following changes in the contract:

- Small technical changes for clarity,
- Ensuring the Indemnity clause is reciprocal,
- Adding conditions to the notice of price changes,
 - Either adding a deadline for notice or adding a cap to price increase.

Council Member Dustin Gettel said he wants to make sure the City is not overburdening animal services. He said that one city making too many changes to an interlocal agreement adds challenges to the agreement since it involves other cities.

Garrett Wilcox explained that this agreement only involves Midvale City and Salt Lake County Animal Services; they are essentially providing a service to Midvale City. Midvale City's negotiations with the county are independent of other cities' negotiations with the county.

Matt Dahl said he believes the indemnification doesn't seem overly burdensome for either entity and this change protects the City from another entity making a decision that adversely affects Midvale City.

XI. ADJOURN

MOTION: Council Member Paul Glover **MOVED** to adjourn the meeting. The motion was **SECONDED** by Council Member Dustin Gettel. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The meeting adjourned at 7:57 p.m.

Rori L. Andreason, MMC
H.R. DIRECTOR/CITY RECORDER
Approved this 18th day of June, 2024



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 18, 2024

ITEM TYPE: Action

SUBJECT: Consider Resolution No. 2024-R-31 Adopting a Proposed Property Tax Rate on All Real and Personal Property in Midvale City for Calendar Year 2024

SUBMITTED BY: Mariah Hill, Administrative Services Director

SUMMARY:

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>
	<u>3,545,427</u>

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

STAFF'S RECOMMENDATION AND MOTION:

Staff recommends approval of Resolution 2024-R-31.

I move that we adopt Resolution 2024-R-31, proposing a tax rate of 0.000970 for calendar year 2024.

Attachments:

Resolution 2024-R-31.

MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-31

A RESOLUTION ADOPTING A PROPOSED TAX RATE ON ALL REAL AND PERSONAL PROPERTY IN MIDVALE CITY FOR CALENDAR YEAR 2024

WHEREAS, on May 7, 2024 the City Council of Midvale City received the tentative budget for each fund of the City, as provided in Utah Code Section 10-6-111; and

WHEREAS, on May 7, 2024, the City adopted by Resolution 2024-R-21, the tentative budget for the coming fiscal year, for purposes of further review, and set public hearing for May 21, 2024; and

WHEREAS, at least seven days notice of said public hearing was published in a newspaper of general circulation within Midvale City in compliance with Utah Code Section 10-6-113; and

WHEREAS, each tentative budget and all supporting schedules and data have been held as a public record in the office of the City Recorder and City Administrative Services Director, as well as available on www.midvalecity.utah.gov, available for public inspection for a period of at least 10 days prior to the date of this resolution; and

WHEREAS, on May 21, 2024, a public hearing was held on adoption of said budget, at which time all interested persons in attendance were given the opportunity to be heard, for or against, the estimates of revenue and expenditures of any item in the tentative budget of any fund; and

WHEREAS, Section 10-6-133(1) in Utah Code Annotated 1953, requires that, at a regularly scheduled meeting, the City Council set a proposed or adopted property tax rate before the 22nd day of June of each year.

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

- Section 1.** For purposes of defraying the necessary and proper expenses for Midvale City, for maintaining the government thereof, it is hereby determined that the rate of the general Midvale City property tax upon all real and personal property within Midvale City is made taxable by law in the year 2024 for the fiscal year ending June 30, 2025, is hereby proposed to be set at 0.000970.
- Section 2.** Midvale City, by and through the City Council of Midvale City, hereby expressly reserves the power and right to amend the foregoing tax rate as it may deem just, proper, and appropriate under law.
- Section 3.** At the request of Midvale City, Salt Lake County, in accordance with Utah Code Section 59-2-919, will set a Truth in Taxation public hearing in August 2024 at Midvale City Hall. The Truth in Taxation hearing date cannot be set until after June 22, 2023, through the Salt Lake County Auditor's Office.

Section 4. In accordance with Utah Code Section 59-2-923, Midvale City, until such a time that the final annual budget and tax rate is adopted, will continue to expend money on the basis of the tentative budget adopted by the City Council through Resolution 2024-R-21 on May 7, 2024. Adjustments of the tentative budget, as presented by staff to the City Council, are specifically incorporated and made a part thereof.

Section 5. The tax rate and levy hereinabove determined and levied shall be certified by the Administrative Services Director to the Auditor of Salt Lake County, State of Utah, not later than the 22nd day of June, 2024, or in the case of a property tax increase, before September 1 of that year pursuant to the provisions of Section 10-6-118, Utah Code Annotated, as amended.

Section 6. This resolution shall take effect immediately upon passage.

Adopted by the City Council of Midvale City, State of Utah, this 18th day of June, 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

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



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 18, 2024

ITEM TYPE: Action

SUBJECT: Consider Resolution No. 2024-R-32 Adopting the FY2025 Midvale City Municipal Fee Schedule and Utility Rates.

SUBMITTED BY: Mariah Hill, Administrative Services Director

FEE SCHEDULE SUMMARY:

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.

STAFF'S RECOMMENDATION AND MOTION:

Staff recommends approval of Resolution 2024-R-32

I move that we adopt Resolution 2024-R-32, adopting the fiscal year 2025 Midvale City Municipal Fee Schedule and Utility Rates.

ATTACHMENTS:

FY2025 Midvale City Fee Schedule

**MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-32**

**A RESOLUTION ADOPTING THE MIDVALE CITY MUNICIPAL FEE
SCHEDULE AND UTILITY RATES FOR THE 2025 FISCAL YEAR**

WHEREAS, the Midvale City Council desires to be proactive in providing information for the public that is easily accessible; and

WHEREAS, all fees charged for services have been clearly identified in one fee schedule to be adopted annually and placed on the City’s website; and

WHEREAS, the fees listed in the Midvale City Municipal Fee Schedule for FY 2025 reflect actual costs to the City for said services; and

WHEREAS, the City Council desires to align said fees with current costs considerations and provide better service and access for the public,

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

Section 1. The City Council hereby desires to adopt the Midvale City Municipal Fee Schedule for FY 2025 as indicated by Exhibit “A.”

Section 2. This resolution shall take effect immediately upon passage.

Adopted by the City Council of Midvale, State of Utah, this 18th day of June, 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

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

**MIDVALE CITY
FISCAL YEAR 2025 FEE SCHEDULE**

DESCRIPTION	AMOUNT
Administrative Fees	
Return Check (NSF, etc.)	\$30
Animal Control Fees: Refer to the latest fee schedule adopted by Salt Lake County Animal Services	
Building Permit Fees	
From \$0 to \$100,000 Valuation	\$48 + \$9.30 per \$1,000 (or fraction thereof) in valuation
From \$100,001 to \$125,000 Valuation	\$978 for First \$100,000 + \$14 per Additional \$1,000 (or fraction thereof)
From 125,001 to \$150,000 Valuation	\$1,328 for First \$125,000 + \$10.10 per Additional \$1,000 (or fraction thereof)
From \$150,001 to \$200,000 Valuation	\$1,580 for First \$150,000 + \$7 per Additional \$1,000 (or fraction thereof)
From \$200,001 to \$600,000 Valuation	\$1,930 for First \$200,000 + \$5.60 per Additional \$1,000 (or fraction thereof)
From \$600,001 to \$1,100,000 Valuation	\$4,170 for First \$600,000 + \$4.75 per Additional \$1,000 (or fraction thereof)
Over \$1,100,001 Valuation	\$6,545 for First \$1,100,000 + \$3.65 per Additional \$1,000 (or fraction thereof)
Plan Check Fee	65% of Building Fee
Electrical Fee	5% of Building Fee
Mechanical Fee	5% of Building Fee
Plumbing Fee	5% of Building Fee
Surcharge	1% of the sum of Building, Electrical, Mechanical, and Plumbing Fees
<i>Pre-Plan Check Fees (credited towards building permit fee; non-refundable after commencement of plan review)</i>	
Less than \$100,000 valuation	\$0
\$100,000 - \$300,000 valuation	\$200
\$300,000 - \$500,000 valuation	\$1,000
\$500,000 - \$1,000,000 valuation	\$2,000
\$1,000,000 - \$10,000,000 valuation	\$5,000
Greater than \$10M valuation	\$10,000
<i>Over the Counter Permit Fees</i>	
Furnace	\$35 mechanical fee + 0.35 surcharge
A/C	\$35 mechanical fee + 0.35 surcharge
Furnace and A/C	\$48 mechanical fee + 0.48 surcharge
Water Heater	\$25 plumbing fee + 0.28 surcharge
Service Charge	\$47 electrical fee + 0.47 surcharge
Demo	\$47 building permit fee
Window	\$47 building permit fee
Building Rental & Event Fees	
<i>Alexander Dahl Community Room</i>	\$200 security deposit
Half Day - Monday-Thursday 8:00AM-4:30PM	\$53 Resident; \$70 Non-Resident
Full Day - Monday-Thursday 8:00AM-4:30PM	\$83 Resident; \$110 Non-Resident
Half Day - After Hours	\$210 Resident; \$280 Non-Resident
Full Day - After Hours	\$398 Resident; \$530 Non-Resident
ADDITIONAL FEES MAY APPLY	See Use Agreement
<i>Midvale Community Center</i>	\$200 security deposit
Half-Day Rental Fee	\$225 Resident; \$300 Non-Resident
Full-Day Rental Fee	\$435 Resident; \$580 Non-Resident
ADDITIONAL FEES MAY APPLY	See Use Agreement
<i>Bingham Junction Park Pavilion</i>	\$200 security deposit
Half Day	\$30 Resident; \$40 Non Resident
Full Day	\$38 Resident; \$50 Non-Resident
<i>Main Park Pavilion</i>	\$300 security deposit
Half Day	\$68 Resident; \$90 Non-Resident
Full Day	\$113 Resident; \$155 Non-Resident
<i>Auditorium Performing Arts Center (Arts Council)</i>	Contact Midvale Arts Council for pricing
<i>City Park Amphitheater (Arts Council)</i>	\$500 Deposit
Half Day	\$195 Resident; \$260 Non Resident
Full Day	\$375 Resident; \$500 Non-Resident
<i>City Park Field</i>	\$200 Deposit
Half Day	\$50 Resident; \$65 Non Resident
Full Day	\$100 Resident; \$130 Non-Resident
Special Event Permit Application	\$100
Film Permit Application	\$320

**MIDVALE CITY
FISCAL YEAR 2025 FEE SCHEDULE**

DESCRIPTION	AMOUNT
Business License Fees	
Home Occupation Base Fee	\$94
Commercial Business Base Fee	\$137
Commercial, Home Occupation and Rental Renewal	\$19
Non-Rental Renewal	\$19
Rental Base Fee	\$143
Rental Renewal	\$102
Good Landlord Single Family Non-participatory (per door)	\$80
Good Landlord Single Family Non-participatory - Renewal (per door)	\$80
Good Landlord Duplex Non-participatory (per door)	\$42
Good Landlord Duplex Non-participatory - Renewal (per door)	\$42
Good Landlord Apartments 3+ Non-participatory (per door)	\$33
Good Landlord Apartments 3+ Non-participatory - Renewal (per door)	\$33
Good Landlord Participating (per door, all)	\$7
Good Landlord Participating - Renewal (per door, all)	\$7
Beauty Salon Booth Rental	\$68
Mass Gathering	\$20
Itinerant Merchant Base Fee	\$100
Solicitor	\$45
SOB/Escort	\$84 each principal, escort, driver, or bodyguard - Requires background
Other Variable Fees (in addition to base)	
Alcohol Establishment	\$300
Alcohol - Single Event	\$25
Bar/Lounge	\$215
Big Box Retail	\$400
Commercial Retail	\$110
Convenience/Gas	\$100
Construction/Contractor	\$50
Education	\$500
Food Truck	\$25
Health	\$500
Hotels	\$180
Pawn Shop	\$400
Personal Services	\$50
Professional Services	\$30
Rental Units	\$83
Restaurant	\$300
Storage Units	\$330
Taxi	\$60 per vehicle
Tobacco	\$22
Penalty Fees (Based on Renewal Fees)	1st Late Notice - 50%, 2nd Late Notice 75%, Final Late Notice - 100%
Business Bonding Fees	
Christmas tree sales	\$200
Auctions and auctioneers	\$1,000
Pawn shops, secondhand dealers	\$1,000
Public recreation	\$1,000,000 bodily injury (per person and per occasion) \$1,000,000 property damage
Fireworks	\$1,000
Sexually oriented businesses	\$2,000 (replenishable)
Cemetery Fees	
<i>Sale Price of Burial Lots (Infant & Adult):</i>	
Resident	\$650
Non-Resident	\$1,200
<i>Sale Price of Cremation Lots:</i>	
Resident	\$325
Non-Resident	\$600
Burial Rights Transfer (Reissuance)	\$30

**MIDVALE CITY
FISCAL YEAR 2025 FEE SCHEDULE**

DESCRIPTION	AMOUNT	
<i>Cost of Grave Opening and Closings:</i>	<i>Weekdays</i>	<i>Weekends/Holidays</i>
Adult - Resident	\$750	\$900
Adult - Non-Resident	\$900	\$1100
Infant - Resident	\$200	\$350
Infant - Non-Resident	\$400	\$600
Cremains - Resident	\$150	\$300
Cremains - Non-Resident	\$350	\$550
<i>Headstone Upright Grave Marker</i>	\$500	
<i>Reopening of Graves and Removing Caskets:</i>		
Reopening	\$600	
Removing	\$300	
Code Enforcement		
Occupancy violation	Civil Fee per Day, First Offense - \$25 per person	
	First Offense, Maximum Civil Fee - \$1,250 per person	
	Civil Fee per Day, Second Offense - \$50 per person	
	Second Offense, Maximum Civil Fee - \$2,500 per person	
Illegal accessory dwelling	Civil Fee per Day, First Offense - \$25	
	First Offense, Maximum Civil Fee - \$1,250	
	Civil Fee per Day, Second Offense - \$50	
	Second Offense, Maximum Civil Fee - \$2,500	
Junked or inoperable vehicles	Civil Fee per Day, First Offense - \$30 per vehicle	
	First Offense, Maximum Civil Fee - \$1,500 per vehicle	
	Civil Fee per Day, Second Offense - \$60 per vehicle	
	Second Offense, Maximum Civil Fee - \$3,000 per vehicle	
Trash, junk, miscellaneous used materials	Civil Fee per Day, First Offense - \$30	
	First Offense, Maximum Civil Fee - \$1,500	
	Civil Fee per Day, Second Offense - \$60	
	Second Offense, Maximum Civil Fee - \$3,000	
Weeds	Civil Fee per Day, First Offense - \$30	
	First Offense, Maximum Civil Fee - \$1,500	
	Civil Fee per Day, Second Offense - \$60	
	Second Offense, Maximum Civil Fee - \$3,000	
Landscaping	Civil Fee per Day, First Offense - \$30	
	First Offense, Maximum Civil Fee - \$1,500	
	Civil Fee per Day, Second Offense - \$60	
	Second Offense, Maximum Civil Fee - \$3,000	
Signs	Civil Fee per Day, First Offense - \$30	
	First Offense, Maximum Civil Fee - \$1,500	
	Civil Fee per Day, Second Offense - \$60	
	Second Offense, Maximum Civil Fee - \$3,000	
Fences	Civil Fee per Day, First Offense - \$30	
	First Offense, Maximum Civil Fee - \$1,500	
	Civil Fee per Day, Second Offense - \$60	
	Second Offense, Maximum Civil Fee - \$3,000	
Dumping	Civil Fee per Day, First Offense - \$30	
	First Offense, Maximum Civil Fee - \$1,500	
	Civil Fee per Day, Second Offense - \$60	
	Second Offense, Maximum Civil Fee - \$3,000	
No Building Permit; no Business License	Civil Fee per Day, First Offense - \$30	
	First Offense, Maximum Civil Fee - \$1,500	
	Civil Fee per Day, Second Offense - \$60	

**MIDVALE CITY
FISCAL YEAR 2025 FEE SCHEDULE**

DESCRIPTION	AMOUNT
	Second Offense, Maximum Civil Fee - \$3,000
Home Occupation	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Parking	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Nuisances, as defined	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$1,500 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$3,000
Nonpermitted Uses	Civil Fee per Day, First Offense - \$50 First Offense, Maximum Civil Fee - \$5,000 Civil Fee per Day, Second Offense - \$100 Second Offense, Maximum Civil Fee - \$10,000
Failure to comply with board of adjustment, planning commission, or hearing examiner order	Civil Fee per Day, First Offense - \$30 First Offense, Maximum Civil Fee - \$3,000 Civil Fee per Day, Second Offense - \$60 Second Offense, Maximum Civil Fee - \$6,000
Inspection fee for each subsequent event	\$30
Violation of Chapter 5.32, Tenant Application Fees	\$100 for initial violation \$200 for additional violations
Community Development Fees (Includes Engineering Fees)	
Preliminary Subdivision*	2 Lots \$570 3 Lots \$900 >3 Lots \$900 + \$5 per lot over 3
Final Subdivision*	2 Lots \$600 3 Lots \$1,270 >3 Lots \$1,270 + \$10 per lot over 3
MPD Preliminary	1-3 Acres \$730 3-6 Acres \$780 6+ Acres \$830
MPD Final	1-3 Acres \$850 3-6 Acres \$950 6+ Acres \$1,050
Small Scale Master Plan	1-3 Acres \$850 3-6 Acres \$950 6+ Acres \$1,050
Large Scale Master Plan	1-3 Acres \$750 3-6 Acres \$780 6+ Acres \$830
Rezone	≤ 1 Acre \$665 1-5 Acres \$765 >5 Acres \$865
Conditional Use Permit	\$250

**MIDVALE CITY
FISCAL YEAR 2025 FEE SCHEDULE**

DESCRIPTION	AMOUNT
Administrative Conditional Use	\$250
Administrative Conditional Use - Chickens; Apiaries	\$75
Preliminary Site Plan	\$640
Final Site Plan	\$1,090
Preliminary Condominium	≤ 3 Units \$900 > 3 Units \$900 + \$5 per unit over 3
Final Condominium	≤ 3 Units \$1,270 > 3 Units \$1,270 + \$10 per unit over 3
Development Agreement	\$1,000
Lot Line Adjustment	\$125
Sign Permit	Based on Sign Value Per Resolution 2/26/02C
Temporary Sign Permit	\$10
Text Amendment	\$630
Property Vacation	\$1,000
Appeal	\$500
Variance	\$400
*More than one plat will result in an additional per plat charge of \$250	
Court Fees	
Traffic School	\$20
Small Claims	As per State approved rates
Copy Charge per page	\$0.25
Certified Copy of Court Documents	\$4 plus \$0.50 per page
Criminal Background Checks	\$10
Convenience Fee for Online Payments	\$2.50 per transaction
Audio Tape	\$10
Election Fees	
Declaration of Candidacy for Mayor	\$50
Declaration of Candidacy for City Council	\$25
Executive Department	
Records Request	\$0.25 per copy + time for research + postage (including reasonable attorney's fees for services rendered in responding to the request)
Copy Charge per page	\$0.25
Copy of Recording (CD)	\$5 per CD
Notary	\$5 for Non-City Related Business
Copies of Maps 24 X 36 Color	\$5
Copies of Maps 24 X 36 Black & White	\$3
Right-of-Way Occupancy Permits	
In-Strand Antenna (Each)	\$100
Small Wireless Facility (Each)	\$100
Utility Pole (Each)	\$250
Equipment (Per Piece)	\$100
Macrocell or Utility Pole over 50 feet in height (Each)	\$1,000
Road Cuts	
Base Fee	\$250

**MIDVALE CITY
FISCAL YEAR 2025 FEE SCHEDULE**

DESCRIPTION	AMOUNT
Excavation in new or newly rebuilt/overlaid road (<5 years old)	\$0.50/sf
Excavation in all other roads, concrete surfaces, or unpaved areas	\$0.25/sf
Boring	\$0.50/lf
Bond	\$5,000
Sewer Rates (Resolution 2021-R-31)	
Residential/Commercial/Industrial	
Single Dwelling	
Base fee	\$34.61
Usage fee per 1,000 gallons of average winter water usage	\$2.91
Multi Dwelling	
Base fee - First Unit	\$34.61
Additional Unit (Each)	\$28.77
Usage fee per 1,000 gallons of average winter water usage	\$2.91
<i>Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief</i>	
Sewer Connection Fees all areas	
4" Connection	
First Unit	\$500
Second Unit	\$200
6" Connection	
First Unit	\$700
Second Unit	\$200
Storm Water	
Equivalent Residential Unit (ERU) (3,000 square feet)	\$9.36 per month
<i>Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief</i>	
<i>Single family residential and duplex parcels constitute one ERU. No charges apply to undeveloped parcels. Charge for all other parcels is computed by multiplying the total ERUs for a parcel by the monthly rate. Total ERUs are calculated by dividing total square feet of impervious surface by three thousand square feet (one ERU). A service charge credit is available for non-single family residential customers that exceed the city's stormwater development standards and/or reduce the city's downstream costs in providing stormwater capacity.</i>	
Waste Collection Fees	
First Can	\$12.59 per month
Recycling	\$4.31 per month
<i>Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief</i>	
Each additional can	\$12.59 month (not subject to Circuit Breaker)
Bulky Waste Dumpster	\$237.69 (\$150 deposit may be required)
Water Rates (Resolution 2021-R-31)	
Area # 1 Base Rates	
<i>Meter Size:</i>	
3/4"	\$27.09
1"	\$37.92
1.5"	\$48.77
2"	\$78.53
3"	\$297.87
4"	\$379.10
6"	\$568.68
8"	\$785.59
Area # 2 Base Rates	
<i>Meter Size:</i>	
3/4"	\$27.82
1"	\$38.94
1.5"	\$50.09
2"	\$80.66

**MIDVALE CITY
FISCAL YEAR 2025 FEE SCHEDULE**

DESCRIPTION	AMOUNT			
3"	\$305.95			
4"	\$389.39			
6"	\$584.11			
8"	\$806.91			
<i>Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief</i>				
Fireline service	\$10.15 per month			
Area # 3 Base Rates				
<i>Meter Size:</i>				
3/4"	\$28.11			
1"	\$39.34			
1.5"	\$50.60			
2"	\$81.49			
3"	\$309.10			
4"	\$393.39			
6"	\$590.11			
8"	\$815.20			
Water Consumption Tiers (Per Thousand Gallons) - All Areas				
Meter Size	Tier 1 Max	Tier 2 Min Max	Tier 3 Min Max	Tier 4 Min Max
3/4" or 5/8"	12.0	12.1 55.0	55.1 98.0	98.1 None
1"	20.0	20.1 92.0	92.1 164.0	164.1 None
1.5"	40.0	40.1 183.0	183.1 326.0	326.1 None
2"	64.0	64.1 293.0	293.1 522.0	522.1 None
3"	120.0	120.1 550.0	550.1 980.0	980.1 None
4"	240.0	240.1 1,100.0	1,100.1 1,960.0	1,960.1 None
6"	500.0	500.1 2,292.0	2,292.1 4,084.0	4,084.1 None
8"	640.0	640.1 2,933.0	2,933.1 5,226.0	5,226.1 None
Water Consumption Charge (Per Thousand Gallons) - All Areas				
Tier 1	\$1.82			
Tier 2	\$2.28			
Tier 3	\$2.62			
Tier 4	\$2.75			
Water Connection and Meter Fees - All Areas				
Water Connection Fee				
3/4" or 1" Connection on Midvale Road	\$4,700			
3/4" or 1" Connection on UDOT Road	\$68,000			
1 1/2" and Up	Cost of Labor, Equipment, & Parts			
Meter Fee				
3/4" (Includes Meter Set)	\$1,660			
1" (Includes Meter Set)	\$1,970			
1 1/2" & Up	Cost of Meter + \$200 inspection fee			
Fire Service	\$250 inspection fee			
Construction Water Tamper Fine	\$250			
Damaged Meter Fine (Damaged meter after installation)	Equal to Meter Fee			
Water Conneceton Damage Fine	\$2,500			
Other Utility Service Charges (Includes Sewer, Storm Water, Waste Collection, and Water)				
Late fees	5% of outstanding balance per month			
Meter reset fee	\$50			
Meter tampering fee	\$50 first offense, \$100 second offense, \$50 add'l each subsequent offense			
Account set-up or transfer fee	\$15			
Reconnect following shut-off	\$50			
Collection Agency fee	35% of outstanding balance			
Return Check (NSF, etc.)	\$30			

**MIDVALE CITY
FISCAL YEAR 2025 FEE SCHEDULE**

DESCRIPTION	AMOUNT
Telephone Payment Convenience Fee	\$3
Construction Meter Deposit	\$1,550
Construction Water Use	\$3.50 per 1,000 gallons of hydrant water (\$50 minimum)
Streetlighting	
Residential	\$3/month
Commercial	\$9/month



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 18, 2024

ITEM TYPE: Action

SUBJECT: Consider Resolution No. 2024-R-33 Adopting Amendments to the FY2024 General Fund Budget

SUBMITTED BY: Mariah Hill, Administrative Services Director

SUMMARY:

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.

Recommended Motion:

Staff recommends approval of the resolution.

I move we adopt Resolution 2024-R-33 adopting amendments to the fiscal year 2024 budget for the General Fund.

Attachments:

Resolution 2024-R-33

Detail of proposed amendments to the FY2024 Budget for the General Fund.

**MIDVALE CITY CORPORATION
RESOLUTION 2024-R-33**

**A RESOLUTION AMENDING THE MIDVALE CITY GENERAL FUND BUDGET FOR
THE FISCAL YEAR ENDING JUNE 30, 2024.**

Whereas, Utah State Code, Sections 10-6-109, 10-6-127, and 10-6-128 of the Uniform Fiscal Procedures Act for Utah Cities, requires that increases in appropriations for operating budgets of the General Fund and other funds be made by resolution of the governing body; and

Whereas, the required public notice was properly published; and

Whereas, pursuant to notice, the public hearing was held on the 4th day of June, 2024;
and

Whereas, in compliance with statutory requirements, Midvale City amends the revenue and appropriation budgets of the General Fund as detailed on the attached schedule.

Now therefore be it resolved, by the Midvale City Council, that the included budget amendments be made for the appropriate budgets for the Fiscal Year ending June 30, 2024.

This resolution shall become effective immediately upon passage thereof.

Passed and adopted by the City Council of Midvale City, State of Utah, this 18th day of June, 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the City Council: “Aye”

“Nay”

Dustin Gettel	_____	_____
Paul Glover	_____	_____
Bonnie Billings	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____

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	Narcan
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	



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

MIDVALE CITY COUNCIL STAFF REPORT 6/18/2024

SUBJECT

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.

SUBMITTED BY

Adam Olsen, Community Development Director

BACKGROUND AND OVERVIEW

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.

STAFF RECOMMENDATION

Staff recommends Council approve the resolution, thus beginning final design of Phase I of the Jordan and Salt Lake City Canal Trail.

RECOMMENDED MOTION

I move that we 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.

ATTACHMENTS

1. Resolution No. 2024-R-34
2. Agreement

MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-34

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CONSOR
NORTH AMERICA, INC., FOR FINAL DESIGN OF PHASE I OF THE JORDAN AND SALT LAKE
CANAL TRAIL**

WHEREAS, Midvale City issued a Request for Proposals (RFP) for final design of Phase I of the Jordan and Salt Lake Canal Trail in April 2024; and

WHEREAS, after a thorough review and evaluation of the proposals received, Consor North America, Inc., emerged as the preferred provider due to presenting the most favorable, comprehensive, and competitive offer for design services; and

WHEREAS, the agreement negotiated with Consor North America, Inc., includes a deadline of December 31, 2025, with the provision for an option to amend the agreement to expand its scope pursuant to Section 34 of the agreement; and

WHEREAS, the services offered by Consor North America, Inc., align with the needs and requirements of Midvale City, ensuring the provision of comprehensive design package for Phase I of the Jordan and Salt Lake Canal Trail.

NOW, THEREFORE, be it resolved by the Midvale City Council that the Mayor is authorized to execute the agreement with Consor North America, Inc., for final design of Phase I of the Jordan and Salt Lake Canal Trail attached hereto commencing from June 18, 2024 through December 31, 2025, as per the terms outlined in the Agreement.

This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this 18th day of June 2024.

By: _____

Marcus Stevenson, Mayor

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

ATTEST:

Rori L. Andreason, MMC
City Recorder

Midvale Canal Trail Design Agreement

This Midvale Canal Trail Design Agreement to provide a final design for the Jordan and Salt Lake City Canal Trail in Midvale is executed on _____, by Midvale City, a Utah municipal corporation and a political subdivision of Utah, and Consor North America, Inc., (Consor) an Oregon Corporation registered Utah (“Engineer”).

Background

Midvale City is looking for a consultant to complete a final design for the first phase of the Jordan and Salt Lake City Canal Trail. In the spring of 2004, Midvale adopted a trails master plan which identified future trail opportunities throughout the City. During the planning process, residents expressed a strong desire to further develop Midvale’s trail system, specifically along streams and canals.

In September 2021, Midvale received a Technical Planning Assistance Grant from the Utah Department of Transportation to conduct the Midvale Canal Trail Feasibility Study (attached as Exhibit A). This study was completed in the summer of 2023. The study has identified two canals in Midvale, the Jordan and Salt Lake City Canal and the East Jordan Canal. The selected design team will use the findings of this trail feasibility study to develop the final design of the first phase of the Jordan and Salt Lake City Canal Trail.

The Jordan and Salt Lake City Canal enters Midvale at approximately 50 West and 8600 South and runs northeast until it exits Midvale into Murray City 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 Jordan and Salt Lake City 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 Avenue. Development along this canal is generally more intense, with higher density residential and commercial development being the predominate adjacent land uses. The East Jordan Canal is owned by East Jordan Irrigation Company.

Midvale City currently has funding for the design and construction of a segment of trail along the Jordan and Salt Lake City Canal from 7800 S to 7500 S, adjacent to Midvalley Elementary School. Much of this funding comes from grants from other government agencies. Midvale City intends to contract with a consultant to perform final design services for this 7800 S to 7500 S phase of the trail network with the option of extending the contract for design of future phases of the trail at the discretion of Midvale City, as additional funds are secured.

On April 4, 2024, Midvale issued Request for Proposal #MID24-131 for qualified bidders to provide final trail design services for a trail along the Jordan and Salt Lake City Canal between 7800 S and 7500 S in Midvale.

Engineer represented to the City that it is qualified to provide final design services for the Jordan and Salt Lake City Canal Trail and submitted a proposal to provide such services.

In accordance with Midvale Municipal Code 3.02.130, Midvale determined that Engineer was the responsive responsible bidder.

Therefore, in consideration of the mutual promises contained in this Agreement, the Parties agree:

Agreement

- 1. Scope of Services.** Engineer agrees to provide final design services for the Jordan and Salt Lake City Canal Trail in Midvale City from 7500 S to 7800 S in accordance with the approach in Engineer's submitted proposal (attached as Exhibit B), and the following requirements:

A. Task 1: Project Management

1. Project Kick-off Meeting

Engineer will identify the appropriate stakeholders and coordinate a kick-off meeting with the design area. The kick-off meeting will define project goals and objectives, identify key project milestones or key event dates that may impact the project, and schedule regular work sessions. Stakeholders should be pulled from the following organizations, at a minimum:

- a. Midvale Planning, Engineering, and Public Works Departments
- b. Salt Lake City Public Utilities
- c. East Jordan Irrigation Company
- d. Utah Department of Transportation (UDOT)
- e. UTA
- f. Salt Lake County Parks and Recreation
- g. Canyons School District

Deliverables: Engineer will provide a summary of project goals and objectives as well as meeting agenda and minutes distributed to attendees.

2. Project Work Plan

Engineer will work closely with the management team made up of City staff to develop a detailed work plan that includes both the tasks to be completed and a schedule of key milestones.

Deliverables: Engineer will provide the City with a final work plan and design schedule.

3. Public Engagement Plan

Working closely with the Management Team, Engineer will produce a detailed public engagement plan that defines the key events, dates, and methods of engagement that will be used throughout the project. Engagement opportunities should be targeted towards adjacent property owners and tenants in the early stages of the project (Task 2 and 3). In later stages (Task 5), engagement should be expanded to the broader public. Engagement efforts should expand upon the effort already completed through the feasibility study and should include one-on-one meetings with a specific stakeholder or group of stakeholders.

Deliverables: Engineer will provide the City with a detail public engagement plan.

4. Regular Team Work Sessions

Engineer will participate in regular meetings with the city staff management team to collaborate on deliverables or share concept results, findings, and design solutions.

Deliverables: Engineer will provide advance agendas and accurate meeting minutes distributed to all attendees and placed in the project file.

B. Task 2: Stakeholder Coordination

1. Canal Owner Outreach

Engineer will coordinate outreach with the canal owners to determine design requirements to construct the paved trails along their respective canals. Engineer will work with each canal owner to address concerns, and present design solutions that meet requirements to obtain consensus and approval.

Deliverables: Engineer will provide the City with outreach materials required to facilitate the task above and documents to demonstrate final outcomes.

2. Adjacent Property Owner Outreach

Engineer will coordinate outreach opportunities with owners of property along and adjacent to the canals to identify challenges to and opportunities for constructing the canal trails. Engineer will coordinate and present solutions to gain concurrence, and where property needs to be acquired, Engineer will assist Midvale with negotiations for concessions needed to gain approval for acquisition.

Deliverables: Engineer will provide the City with outreach materials required to facilitate the task above and documents to demonstrate final outcomes.

C. Task 3: Concept Advancement

1. Topographic Survey & Aerial Imagery

Engineer will use conventional survey techniques to collect aerial imagery and survey information of above ground features including berms, paths, roadways, curb & gutter, fences, concrete features, general grade breaks, natural ground, vegetation, and any other feature necessary by the design team to complete final design and construction documents.

Deliverables: Engineer will provide raw survey data and base mapping in CAD platform in formats required.

2. Identify Existing Right-of-Way

Engineer will identify existing property boundaries and easements within the project boundaries. All boundaries will be drafted with survey quality for the project team to use throughout the final design of the project.

Deliverables: Engineer will provide an existing right-of-way map for the use of the design team.

3. Existing Utility Investigations

Engineer will use conventional SUE (Subsurface Utility Engineering) methods such as records research, pipe and cable locating, and survey topography to collect utility data. This data will be used to produce an existing utility (ExUtil) file using agency standard software, which will consist of SUE quality level B, C & D data.

Deliverables: Engineer will provide an existing utility base map in CAD platform to be used throughout the final design.

4. Concept Advancement

Engineer will develop design criteria that can be used to document design decisions, safety, geometric, and other criteria used in the development of the final design. Using the topographic survey as a baseline, Engineer will advance the concepts presented in the feasibility study to a 30% level. The concept will include aesthetic and landscaping alternatives to be evaluated by Midvale City. Exhibits of the concept design will be used as a part of Task A & B to engage stakeholders to gain concurrence of trail alignment and features. Engineer should plan to prepare iterations of the concepts to gain concurrence and approval. Engineer will provide sufficient detail of the materials, signage, roadway crossings, and other design elements with branding and placemaking elements reflective of the character of Midvale.

Deliverables: Engineer will provide 30% raw design files as requested by Midvale City, design criteria documents, and final electronic copies of exhibits prepared for the purpose of concept advancement to document decisions of the project team.

5. Concept Engineers Estimate

Engineer will prepare a preliminary engineer's estimate for construction costs including any concessions required to obtain concurrence and/or approval by stakeholders and canal owners. In addition, Engineer will prepare an estimate of annual maintenance costs, required by each canal owner. Engineer should plan to prepare iterations to assist the development of project limits to fit improvements into current project funding.

Deliverables: Engineer will provide a comprehensive engineer's estimate accounting for the project costs.

D. Task 3: Environmental and Permitting

1. Assess Environmental Needs

Engineer will assess the environmental needs based on the goals and location of the project. Engineer will perform a database query and literature review using resource specialists to determine which environmental resources have the potential to be impacted by the proposed project. A recommended schedule will be developed to ensure adequate time is allowed for obtaining the necessary environmental clearances.

Cultural

Engineer will conduct agency consultation regarding archaeology, paleontology, and tribal consultation tasks. This will include an archival file search at Utah Division of State History. Engineer will prepare maps of known projects and sites. Engineer will prepare and submit a UDOT Fieldwork Authorization (FWA) form at least one week prior to fieldwork. Engineer will submit the Areas of Potential Effects (APE) map with file search results to UDOT for review to identify areas previously surveyed. Engineer will conduct cultural survey, and update sites and isolates per UDOT and Utah State Historic Preservation Office (UTSHPO) guidelines. Engineer will prepare National Register of Historic Places (NRHP) eligibility recommendations. Engineer will prepare the draft cultural resource report, internal quality control (QC) and agency review. Engineer will prepare a final cultural resources report. Engineer will engage Certus Environmental Solutions to perform this very specialized survey.

Deliverables: Cultural Resource Inventory Report; QC Documentation.

Paleontological

Engineer will prepare and submit a consultation letter to the Utah Geological Survey (UGS) for paleontological clearance.

Deliverables: UGS Paleontological Consultation Letter; QC Documentation

T&E Species

Engineer will reference the US Fish and Wildlife Service Information for Planning and Consultation (IPaC) database. Based on the results of the database search, the project area site characteristics, and habitat preferences of potential threatened and endangered species, the necessary species surveys will be identified and conducted by Engineer. Engineer will ensure that clearance surveys for threatened and endangered species with potential to occur in the project area are conducted by a qualified biologist. The results of the clearance surveys will be summarized in a technical report and will be included in the environmental document.

Deliverables: Threatened and Endangered Flora and Fauna Survey Results Memo; QC Documentation.

Air Quality

Engineer will evaluate the air quality impacts of the project following the UDOT and Utah Department of Environmental Quality (UDEQ) guidelines. The analysis will evaluate traffic volumes, capacity, level of service and the effects the project will have on air quality for the residents including at potential mid-block crossings.

Deliverables: Air Quality Analysis.

Wetlands and Waters of the US

Engineer will conduct a wetlands and Waters of the US delineation including submission and approval from the United States Army Corps of Engineers (USACE) for the project area.

Deliverables: Wetlands and Waters of the US Survey Results Memo; QC Documentation

Hazardous Materials Investigation

Engineer will conduct a hazardous materials investigation within the project boundaries. Known sites will be mapped and, if needed, mitigation identified.

Deliverables: Hazardous Materials Survey Results Memo; QC Documentation

2. Analyze Environmental Resources

After identifying the applicable resource, Engineer will analyze impacts due to the proposed project and identify resource locations. Because the impacts would be within previously disturbed and undisturbed areas, it is anticipated that a desktop review and reconnaissance survey of the environmental resources will be sufficient to determine impacts. Engineer will produce draft environmental clearance memos with QC documentation.

Deliverables: Environmental Memos; QC Documentation.

3. Write CE Document

Engineer will prepare the environmental resource impact memos and submit them to the appropriate UDOT environmental staff for review and concurrence. Following the approval of the environmental impact memos, Engineer will prepare the Categorical Exclusion (CE) document using UDOT's ePM system. The document will be provided to the City for review and comment before being submitted to UDOT. Any comments from the City and UDOT will be used to revise the CE document.

Deliverables: Draft Categorical Exclusion; QC Documentation

4. Obtain CE Approval

Once the finalized CE document is approved, concurrence memos will be included in the appendix of the document. The finalized CE document must be approved and signed by the UDOT Region 2 environmental manager.

Deliverables: Approved Categorical Exclusion

5. Obtain Stream Alteration and Canal Permits

Engineer will prepare an application for a stream alteration permit. The stream alteration permit will include maps, plans and profile view drawings, and hydraulic analysis. The application will be submitted to Utah Department of Water Rights, who administers the stream alteration permit program.

Deliverables: Engineer will provide a complete Stream Alteration Permit.

E. Task 5 Final Design

1. Final Design Development

Engineer will prepare the final design of the trail, advancing from the concept developed in Task 4 and incorporating all comments from various concept reviews. The final design will meet all agency requirements, and include all details needed for construction, including trail profile, appropriate grading, utility relocation as needed, drainage improvements, needed structural analysis and design for canal enclosures if required, roadway crossings, and any other design or detail necessary for the complete and final design of the trail.

Deliverables: Engineer will deliver progress submissions related to Task 6 – Construction Documents.

2. Geotechnical Investigations

Engineer will work with Midvale City to identify exploration locations and notify Blue Stakes of Utah for utility locating. Engineer will prepare and submit the required permitting to complete the excavation for each location identified. Engineer will process soil excavations in its laboratory to determine design critical properties required to complete any structural analysis.

Deliverables: Engineer will provide a geotechnical report outlining the exploration and finding of all testing required.

3. Utility Coordination and Design

Engineer will investigate potential utility conflicts by performing SUE quality level “A” (test hole) data collection to verify utility depth. This data will be used to confirm or eliminate utility conflicts during the design phase of the project. Once

conflicts have been confirmed, Engineer will coordinate with third party utility owners and follow industry standard notifications. Additionally, Engineer will provide utility design for Midvale owned facilities.

Deliverables: Engineer will provide a complete and comprehensive utility matrix detailing each conflict within the project's limits and provide necessary documentation regarding third party relocations if required.

F. Task 6 Construction Documents

1. Progress Design Submittals

Engineer will provide progress submittals at a 60% and 90% level for the review of Midvale City and required stakeholders. Each submittal will be held to industry standard, and agency required quality control procedures. At each design submission, a review meeting will be held not less than two weeks after each submission to discuss comments. Comments will be captured in a comment resolution form to ensure all comments are addressed and closed at the next submission.

Deliverables: Engineer will provide plan packages, QC, and a completed comment resolution form to the City staff management team at the conclusion of each submittal phase.

2. Final Construction Documents

Engineer will provide final construction documents for the trail improvements, including but not limited to general notes, typical sections, horizontal controls, geometric layouts, grading, site plans, trail profiles, drainage plans, structural plans, and all associated details required for the construction. Construction plans must meet agency requirements and follow industry standard practice and any agency required quality control guidelines.

Deliverables: Engineer will provide the complete construction plan documents with a professional engineer's stamp and signature.

G. Task 7 Construction Estimating

1. Engineers Estimate

Engineer will develop a final engineer's estimate consisting of a comprehensive breakdown of each item required to construct the trail. The estimate will include all bid items for contractors' bid as well as provide non-bid items including contingency, right-of-way, and any required construction services to derive the project's complete costs.

In providing opinions of probable construction cost, the City understands that Engineer has no control over costs or the price of labor, equipment or materials, or

over the contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of Engineer's qualifications and experience. Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to the bid or actual costs.

Deliverable: Engineer will provide Midvale City with a final engineer's estimate.

H. Task 8 Contract Advertisement

1. Measurement and Payment

Engineer will develop the Measurement and Payment document to stipulate the conditions of each item, how the specific item is measured and what elements of work are included in the cost the contractor will be providing.

Deliverables: Engineer will provide Midvale City with a final Measurement and Payment document to be used in the advertisement for the project.

I. Task 9 Construction Support

1. Construction Management

Engineer will manage the construction process, coordinating with the contractor, holding regularly scheduled construction meetings, providing inspection, public engagement, and materials quality assurance testing to meet the specific funding requirements.

Deliverables: Complete construction documentation required by grant agencies who have provided grant funding for the project, including, but not limited to, inspection reports and other regulatory compliance reports.

2. Design Support During Construction

Engineer will provide design support during construction to respond to and address contractor requests for information (RFI's). In addition, if field conditions are not as expected, Engineer will provide design support to solve unexpected challenges.

Deliverables: Engineer will develop and provide regular updates to an RFI log completed with resolutions and updated plans as needed.

2. **Term.** The Agreement will take effect on the date of execution. Unless otherwise terminated, all the deliverables in Section 1 will be complete and delivered by the dates specified in Engineer's Proposal found in Exhibit B, and the entirety of the scope of services shall be complete by December 31, 2025. Upon completion of all deliverables, this agreement will terminate. This Agreement may not be automatically renewed. However, Midvale and Engineer may amend this Agreement to expand its scope pursuant to Section 34.

3. **Compensation.** Midvale agrees to pay the Engineer a total of \$116,715.00 for performed Services under Section 1 of this Agreement. Payments will be made according to the payment schedule found in Engineer's Proposal, as amended and attached as Exhibit C. No additional compensation will be provided.

4. **Payment.**

A. **Invoices.** Engineer must submit invoices for payment to Midvale monthly. Invoices must include an invoice number, the date the service was provided, the names of personnel providing the service, the type of service performed, the number of hours worked, the specific rate, and the total extended dollar amount.

B. **Payment.**

Midvale will issue payments to Engineer, for any uncontested charges, within 30 days after receipt of invoices. The Parties will resolve any disputed charges in accordance with Section 11 of this Agreement.

5. **Non-appropriation of Funds or Changes in Law.** Upon 30 days written notice delivered to Engineer, this Agreement may be terminated in whole or in part at the sole discretion of Midvale, if Midvale reasonably determines that:

- A. a change in federal, state, or City law materially affects the ability of either Party to perform under this Agreement;
- B. a change in available funds affects the City's ability to pay under this Agreement; or
- C. the City Council fails to fully fund the Services.

If the Agreement is terminated under this Section, Midvale will reimburse Engineer for the Services approved and properly performed until the effective date of said notice. The City is not liable for any performance, commitments, penalties, consequential damages, or liquidated damages that accrue after the effective date of said written notice.

6. **Standard of Care.** Engineer represents and warrants that the Services provided by Engineer under this Agreement are provided in a manner consistent with the level of care and skill ordinarily exercised by or under the direction of members of Engineer's profession currently practicing in the Parties' locality and under similar conditions. Engineer further represents and warrants that all Services performed pursuant to this Agreement shall be in accordance with all applicable laws, regulations, and requirements.

7. **Indemnification.**

A. **Engineer.** Engineer agrees to indemnify, and hold harmless Midvale and its elected officials, officers, employees, volunteers, and agents from and against all damages, liabilities, claims, losses, and expenses (including legal and attorneys' fees and costs) arising from Engineer's breach of contract, negligence, recklessness, or intentional misconduct or Engineer's subcontractor's negligence in performance of this Agreement. This includes, but is not limited to, misconduct or illegal behavior by an employee, or agent of the Engineer, property damage, and injuries or death to

employees, subcontractors, and members of the public caused by the Engineer or Engineer's subcontractor. This obligation is not extended to any damages, liabilities, claims, losses, or expenses (including legal and attorneys' fees and costs) caused by the City's sole negligence or willful misconduct.

- B. **Midvale.** Midvale agrees to indemnify and hold harmless Engineer and its officers, employees, and agents from and against all damages, liabilities, claims, losses, and expenses (including legal and attorneys' fees and costs) arising from the City's sole negligence or willful misconduct in performing under this Agreement.
- C. **Survival.** The provisions of this Section will survive the termination of this Agreement.

8. **Government Immunity.** Midvale advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7 of Utah Code Ann., as amended). Midvale does not waive any procedural or substantive defense or benefit provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Utah Code Ann. § 63G-7-604 regarding the limitation of judgments. Any indemnity and insurance obligations incurred by Midvale under this Agreement are expressly limited to the amounts identified in the Act.

9. **Default.** In the event of a default under this Agreement, the non-defaulting Party may:
- A. Suspend Engineer's performance under this Agreement until the default is corrected;
 - B. Withhold payment until the default is corrected;
 - C. Charge 1.5% interest monthly, compounded monthly, on any unpaid amount until the amount is paid in full; and
 - D. Terminate this Agreement in accordance with Section 10.

The list of remedies under this Section is not exhaustive or exclusive. Either Party may pursue any other right or remedy available to it, either in law or equity, on account of the other Party's default. Either Party may use any combination of remedies available.

10. **Termination.**

A. **Default.** This Agreement may be terminated for cause by the non-violating Party by providing written notice to the violating Party. The Party in default of this Agreement will be given 10 days after written notification to correct and cease the default. If the default has not been corrected, the non-violating Party may terminate the Agreement immediately and is subject to the remedies in Section 9. If the City is the non-defaulting Party, it will be returned to its original position as much as possible.

B. **Convenience.** This Agreement may be terminated for convenience by the City by providing 30 days written notice to Engineer.

C. **Compensation.** Upon termination of this Agreement, all accounts and payments will be processed according to Sections 3 and 4 for approved and properly performed Services completed prior to the effective date of the written notice. Engineer agrees

that in the event of termination for cause or convenience, Engineer's sole remedy and monetary recovery from the City is limited to full payment for all services approved and properly performed and completed prior to the effective date of the written notice.

D. Documents and Services Delivery upon Termination.

Upon termination of this Agreement for any reason, Engineer will deliver to the City all deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Engineer prior to the execution of this Agreement, but specifically created or manufactured under this Agreement.

- 11. Dispute Resolution.** Any dispute arising under or relating to this Agreement will be resolved in the following order:
- A. Good faith negotiations between the Parties;
 - B. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
 - C. Litigation.

If a Party incurs any legal or attorneys' fees or costs in litigation to resolve a dispute arising under or relating to this Agreement, the prevailing Party may recover such fees and costs.

- 12. Laws and Regulations.** At all times during this Agreement, Engineer and all Services performed under this Agreement must comply with all applicable federal, state, and City constitutions, laws, rules, codes, orders, and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity. This also includes not using these characteristics in considering employment, selection of training, promotion, transfer, recruitment, rates or pay, or other forms of compensation, demotion, or separation decisions.

- 13. Relationship of Parties.** Engineer is an independent contractor of Midvale. No other legal relationship has been formed by this Agreement, and in no manner is Engineer an employee or agent of the City. Engineer is not entitled to any of the benefits associated with such employment. Engineer is responsible for all applicable federal, state, and local taxes and all FICA contributions. The Parties have no authorization, express or implied, to bind the other Party. The Parties agree not to perform any such acts as an agent for the other Party.

- 14. Insurance.** Engineer, and subcontractor(s), must always during the term of this Agreement, without interruption, carry and maintain insurance from an insurance company authorized to do business in the State of Utah in accordance with this Section.

A. Coverage Amounts.

- i. **Commercial General Liability Insurance.** Engineer must have a Commercial General Liability Insurance policy that includes products and completed operations, bodily injury, property damage, and personal and advertising injury and must be in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.

- ii. **Automobile Liability Insurance.** Engineer must have Automobile Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - iii. **Professional Liability/Errors and Omissions.** Engineer must have a Professional Liability/Errors and Omissions Insurance policy in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate. This policy must be maintained for at least five years after the completion of Services. This obligation survives the termination of this Agreement.
 - iv. **Workers Compensation.** Engineer must have Workers Compensation Insurance (Part A) that meets Utah's statutory requirements. Engineer must have Employers Liability Insurance (Part B) in the amount of at least \$1,000,000 for each accident, disease, and employee. No owner or officer may be excluded from coverage.
- B. **Proof of Insurance.** Engineer must provide a certificate of insurance and copy of an insurance policy that meets the requirements of this Section to Midvale prior to execution of this Agreement. Engineer must provide an updated Certificate of Insurance any time its insurance policy changes. Failure to provide proof of insurance will be deemed a material breach of this Agreement.
- C. **Cancellation/Expiration.** Engineer may not cancel or allow an insurance policy to expire unless written notice has been given Midvale at least 30 days prior to the cancellation or expiration and provisions are taken to replace the policy prior to its cancellation or expiration.
- D. **Additional Insured.** Engineer must add Midvale as an additional insured to all its insurance policies under this Agreement except for its Professional Liability and Workers Compensation policies.
- E. **Primary, Noncontributory.** Insurance under this Section is required to be primary, noncontributory, and not in excess of any insurance or self-insurance policies available to or maintained by Midvale.
- F. **Material Breach.** Engineer's failure to maintain insurance in accordance with this Section for the term of this Agreement is a material breach of this Agreement. Midvale may immediately terminate this Agreement and seek any other appropriate remedies.
15. **Status Verification.** Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12-101 et seq., any entity physically performing services within Utah for a public employer is required to participate in Utah's Status Verification System. Engineer will provide Midvale with a certification of its compliance with this requirement prior to performing work under this Agreement.
16. **Boycotts.**

Pursuant to Utah Code Ann. § 63G-27-201, Engineer is required to certify that Engineer is not currently engaged in an economic boycott, as defined in Utah Code Ann. § 63G-27-102(5), or a boycott of the State of Israel. Engineer will not engage in a boycott of the State of Israel for the duration of the agreement. Engineer must notify the City in writing if it begins engaging in an economic boycott during the term of the Agreement, which may be grounds for termination of the Agreement. Engineer will provide Midvale with a certification of its compliance with this requirement prior to performing work under this Agreement.

17. **Government Records Access and Management Act.** Midvale is a governmental entity that is subject to Utah's Government and Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq, as amended. Any documents produced or collected under this Agreement may be subject to public access. If Engineer believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), Engineer must provide a written claim of business confidentiality to the City that complies with Utah Code Ann. § 63G-2-309(1). Engineer agrees to cooperate with and to supply any requested records to the City in conjunction with any public records request. This obligation will survive any suspension or termination this Agreement.
18. **Time.** For all Services, time is of the essence. Engineer is liable for all reasonable damages to Midvale as a result of Engineer's failure to timely perform the services required under this Agreement, which delay is not attributable to the City.
19. **Force Majeure.** Neither Party to this Agreement will be held responsible for delay or default caused by fire, flood, earthquake, act of terrorism, riot, pandemics, war, or other act of God, which is beyond that Party's reasonable control. Either Party may terminate this Agreement by written notice to the other Party after determining such delay will prevent successful performance of this Agreement.
20. **Conflicts of Interest.**
 - A. **Officer or Employee.** Engineer represents that none of its officers or employees are elected officials, officers, employees, volunteers, or agents of Midvale or its affiliates, unless it has made such disclosure to the City prior to execution of this Agreement. Engineer represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, officer, employee, volunteer, or agent of Midvale or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the drafting of Midvale's procurement and project documents or the City's selection of a bidder.
 - B. **Gift.** Engineer represents and warrants that it has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, officer, employee, volunteer, or agent of Midvale or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the City's drafting of procurement and project documents or the City's selection of a bidder.
21. **Notice.**

Any notice required under this Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

Midvale City
Midvale City
Attn: Comm. Dev. Director
7505 S. Holden Street
Midvale, UT 84047

Engineer
Conсор
Attn: Mason Bouck, P.E.
38 East Scenic Pointe Drive, Ste. 300
Draper, UT 84020
385-253-0362
Mason.bouck@consoreng.com

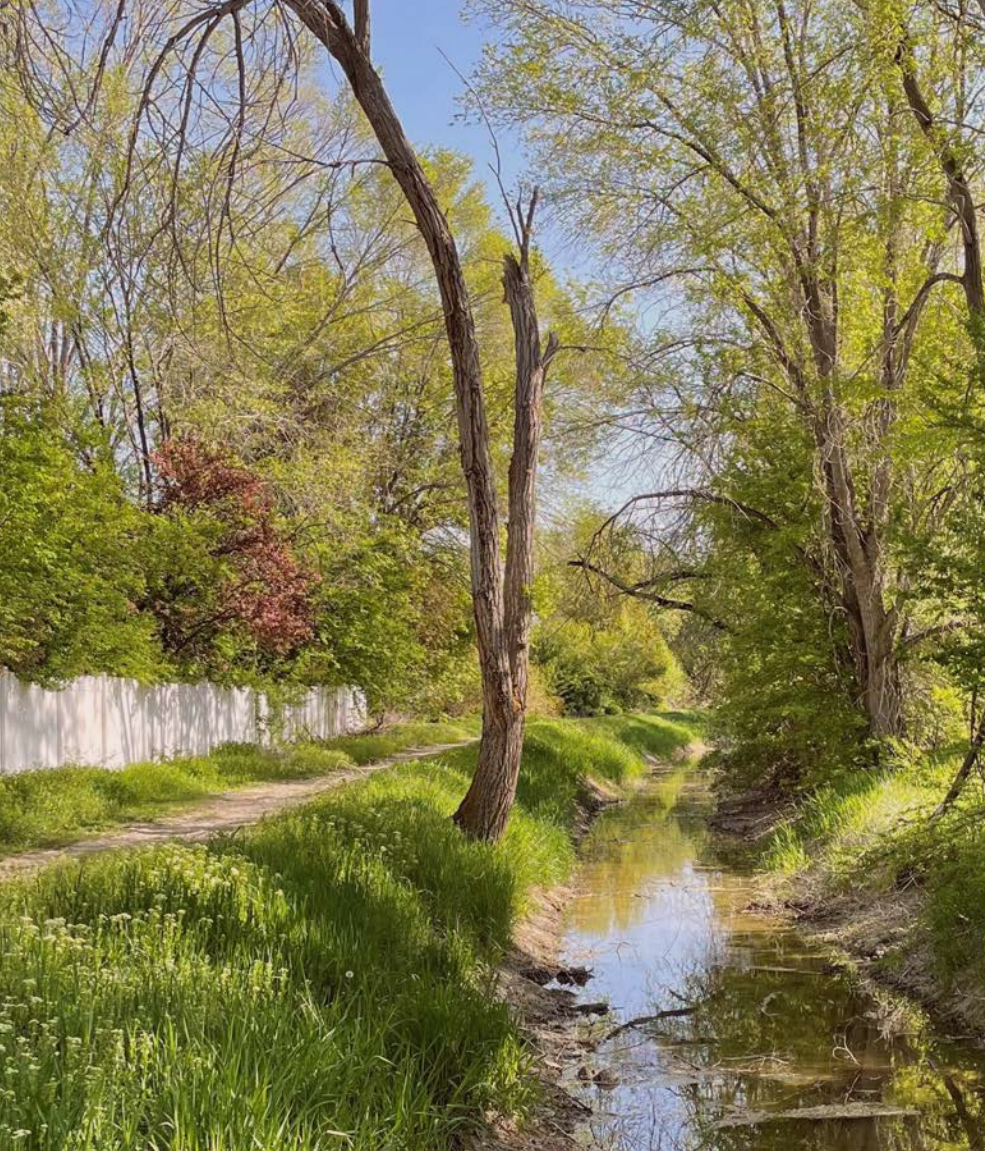
With a copy to:
Midvale City
Attn: Contract Analyst
7505 S. Holden Street
Midvale, UT 84047

The Parties have the right, from time to time, to change their respective notice addresses under this Section by providing written notice to the other Party.

22. **Assignment and Delegation.** A Party may not assign or delegate any part of this Agreement without the other Party's prior written consent. Unless otherwise noted in the Agreement, a Party may not unreasonably withhold its consent.
23. **Subcontractors.** Performance of Services under this Agreement may not be subcontracted to another entity without Midvale's consent. The City may withhold its consent at its sole discretion. If a subcontractor is permitted to perform Services under this Agreement, Engineer is responsible for the subcontractor's performance of the Services. The agreement between Engineer and any subcontractor must subject the subcontractor to all the terms of this Agreement that apply to Engineer except for invoices and payment. The City will accept invoices from only Engineer and will make payments to only Engineer for Services.
24. **Not Exclusive.** Engineer understands that this Agreement is not exclusive. Midvale may contract with other individuals or entities to provide the same or similar services. This Agreement does not guarantee any amount of work.
25. **Publicity.** Engineer must submit all advertising and publicity matters relating to this Agreement to Midvale for written approval. It is the City's sole discretion whether to provide approval. This provision will survive the termination of this Agreement.
26. **Document Retention.** Engineer must retain all working papers, reports, and all necessary records to properly account for Engineer's performance and the payments made by Midvale to Engineer under this Agreement. These records must be retained by Engineer for at least five years. The City may extend the retention period by written notice. Engineer agrees to make all documents related to this Agreement available to the City or third parties upon the City's request.

27. **Ownership of Intellectual Property.** Midvale and Engineer each recognize that each has no right, title, proprietary or otherwise to the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Engineer prior to the execution of this Agreement, but specifically created or manufactured under this Agreement are considered work made for hire, and Engineer must transfer any ownership claim to the City.
28. **Amendments/Modifications.** This Agreement may be modified by the mutual written agreement of the Parties only. Any such amendment will be attached to this Agreement.
29. **Waiver.** Failure by either Party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under this Agreement does not constitute a waiver. Either Party may waive any of its rights or any conditions by written notice to the other Party. No waiver may affect or alter the remainder of this Agreement. Every other condition in this Agreement will remain in full force with respect to any existing or subsequently occurring default.
30. **Severability.** If any provision of this Agreement is held to be void, the voided provision will be considered severable from the remainder of this Agreement and will not affect any other provision in this Agreement. If the provision is invalid due to its scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.
31. **Governing Law and Venue.** This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement must be brought in a court of competent jurisdiction in the Salt Lake County, Utah.
32. **Survival.** Termination of this Agreement does not extinguish or prejudice Midvale's right to enforce this Agreement with respect to any default or defect in the services that has not been cured or for any term that is intended to survive the termination of this Agreement.
33. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understanding between the Parties, whether oral or written.
34. **Additional Trail Phases.** Midvale and Engineer may contract for the design and engineering of a future phase of either trail described in the Background section without issuing a new RFP if Midvale so chooses as long as a new agreement or an amendment to this Agreement is signed within three years of the execution of this Agreement.

EXHIBIT A – MIDVALE CANAL TRAIL FEASIBILITY STUDY



Midvale City

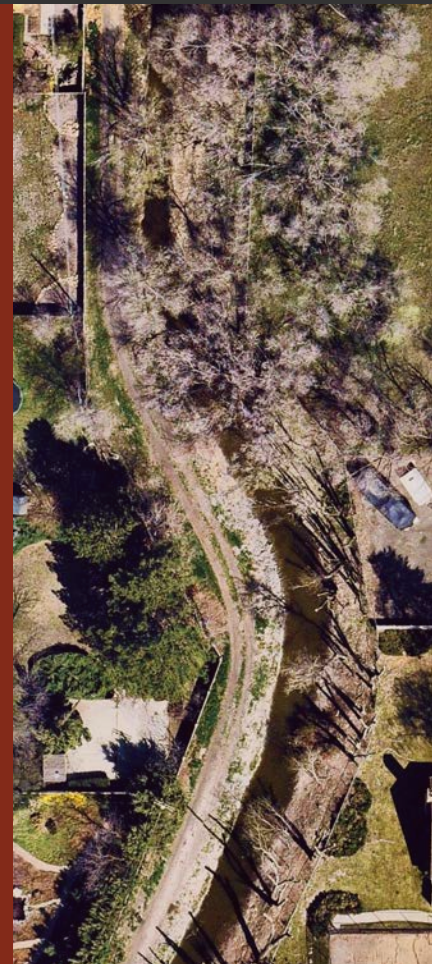
June 2023

Midvale Canal Trail Feasibility Report

Submitted to:
Midvale City
7505 Holden St.
Midvale, UT

Submitted by:
Conсор Engineers
986 West 9000 South
West Jordan, UT 84088
801-495-4240

21 June 2023



Executive Summary

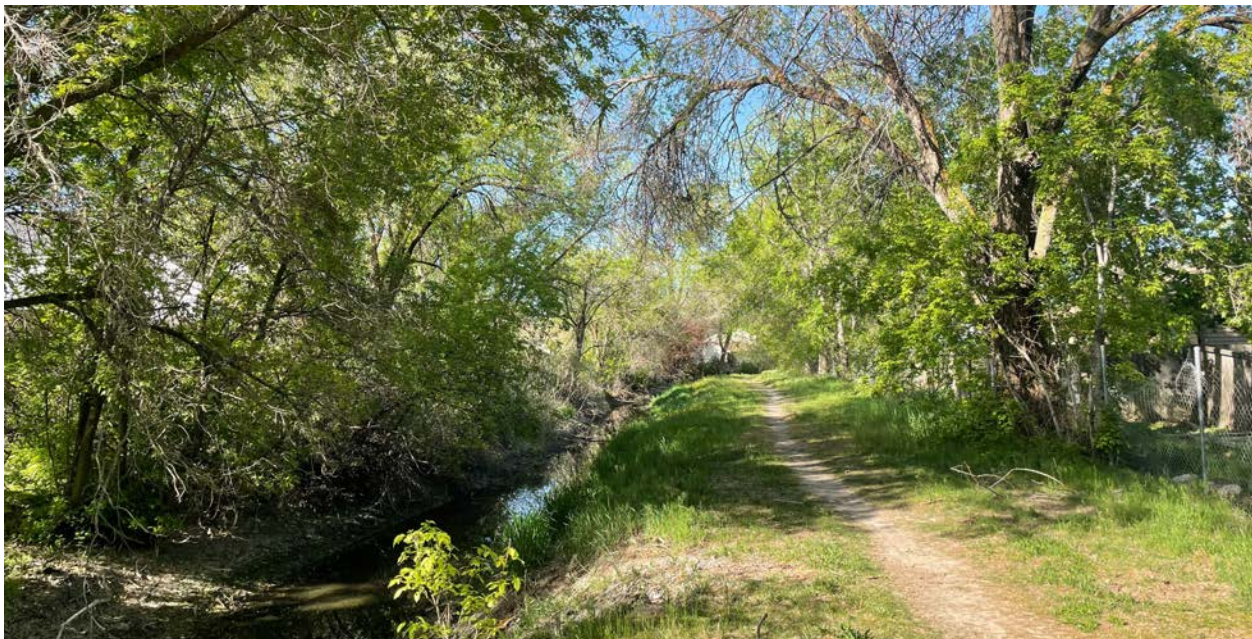
This feasibility study examines the suitability of constructing two canal-side trail projects in Midvale City, one along the Jordan and Salt Lake City Canal and another along the East Jordan Canal. These trails are proposed to enhance neighborhood and regional connectivity, including for those commuting to work, traveling to school, recreating or accessing key destinations.

The scope of this study included:

- On-site investigation to identify impacts and constraints
- Creation of high-resolution aerial roll plot maps identifying parcel boundaries
- Development of multiple proposed conceptual alternative alignments
- Investigation of suitable crossing types at both major and minor roadways
- Preparation of general cost estimates for construction of one or both trail segments
- Organizing, materials preparation for and staffing of a Public Open House in Midvale
- Completion of this Feasibility Report

This report examines the project vision and goals in context of both location/existing facilities and of the newly furthered statewide vision and financial support for constructing trail networks in neighborhoods and between regional destinations across Utah.

Furthermore, the report illustrates existing physical challenges to trail building, proposes appropriate roadway crossings, reviews public sentiment and concerns and outlines costs and next steps associated with trail project implementation.



Contents

Executive Summary	ii
Project Team	vi
1.0 Introduction	1
2.0 Locational Context	3
Statewide Vision	3
Utah Canal Trails	4
Jordan and Salt Lake City Canal History	5
East Jordan Canal History	5
Mid-Valley Active Transportation Plan	6
Midvale City Active Transportation Plan	6
Midvale State Street Corridor Study	8
3.0 Benefits of Multi-Use Paths	9
Residents	9
Tourists/Visitors	10
Economic Development	10
4.0 Existing Conditions	11
5.0 Proposed Trail Alignments	13
East Jordan Canal Proposed Alignment	13
Jordan and Salt Lake City Canal Proposed Alignment	18
6.0 Proposed Typical Sections	25
7.0 Proposed Roadway Crossings	33
8.0 Maintenance & Safety Considerations	38
Maintenance	38
Safety	38
9.0 Stakeholder & Community Engagement	40
Stakeholder Involvement	40
Community Engagement	40
10.0 Cost Estimate of Proposed Trails	43
11.0 Conclusion & Recommendations	45
12.0 Works Cited	46
Appendix A: Public Feedback	47

List of Tables and Figures

Figure 1: The Jordan and Salt Lake City Canal and existing trail in Midvale, Utah. 1

Figure 2: Proposed alignments for trails along the Jordan and Salt Lake City Canal and the East Jordan Canal. 2

Figure 3: Map of Midvale, Utah and surrounding locational context. 3

Figure 4: Promotional material for the Utah Trail Network. 3

Figure 5: Murdock Canal Trail. 4

Figure 6: Sandy Canal Trail. 4

Figure 7: White City Canal Trail. 4

Figure 8: Historic Jordan and Salt Lake City Canal. 5

Figure 9: Mid-Valley Active Transportation Plan graphic. 6

Figure 10: Midvale City Active Transportation Plan cover. 6

Figure 11: Midvale City ATP finalized projects, including the proposed trail alignments. 7

Figure 12: Midvale State Street Corridor Study cover. 8

Figure 13: Midvale State Street Corridor Study vision at 8600 South & State St. 8

Figure 14: Examples of multi-use paths. 9

Figure 15: Site photos along the Jordan and Salt Lake City Canal. 11

Figure 16: Existing conditions along the East Jordan Canal near Hillcrest High School. 11

Figure 17: Existing conditions along the Jordan and Salt Lake City Canal including an instance of graffiti. 12

Figure 18: Existing conditions along the Jordan and Salt Lake City Canal near Midvalley Elementary School. 12

Figure 19: Overall proposed alignment along the East Jordan Canal. 13

Figure 20: Graphic displaying a protected intersection. 14

Figure 21: Example of a protected intersection at 200 W and 300 S in Salt Lake City, Utah. 14

Figure 22: Proposed alignment along the East Jordan Canal, sheet 1. 15

Figure 23: Proposed alignment along the East Jordan Canal, sheet 2. 16

Figure 24: Proposed alignment along the East Jordan Canal, sheet 3. 17

Figure 25: Overall proposed alignment along the Jordan and Salt Lake City Canal. 18

Figure 26: Proposed alignment along the Jordan and Salt Lake City Canal, sheet 1. 20

Figure 27: Proposed alignment along the Jordan and Salt Lake City Canal, sheet 2. 21

Figure 28: Proposed alignment along the Jordan and Salt Lake City Canal, sheet 3. 22

Figure 29: Proposed alignment along the Jordan and Salt Lake City Canal, sheet 4. 23

Figure 30: Proposed alignment along the Jordan and Salt Lake City Canal, sheet 5. 24

Figure 31: East Jordan Canal Trail typical sections of trail on left or right side of canal. 25

Figure 32: East Jordan Canal Trail typical sections of trail over canal enclosure. 26

Figure 33: East Jordan Canal Trail typical sections of trail at Hillcrest High School entrance. 26

Figure 34: East Jordan Canal Trail typical sections of protected bike lanes on South Union Ave from 900 E to Creekview Apartments. 27

Figure 35: East Jordan Canal Trail typical sections of protected bike lanes on South Union Ave from Creekview Apartments to 1020 E. 27

Figure 36: East Jordan Canal Trail typical sections of protected bike lanes on South Union Ave from 1020 E to Union Park Ave. 28

Figure 37: East Jordan Canal Trail typical sections of bike lanes on Creek Rd from Union Park Ave to Aspire Surgical. 28

Figure 38: East Jordan Canal Trail typical sections of protected bike lanes on Creek Rd from Aspire Surgical to Siesta Dr. 29

Figure 39: Jordan and Salt Lake City Canal Trail typical sections of trail on left or right side of canal. 30

Figure 40: Jordan and Salt Lake City Canal Trail typical sections of trail over canal enclosure. 31

Figure 41: Jordan and Salt Lake City Canal Trail typical sections of bike lanes along 700 E. 31

Figure 42: Jordan and Salt Lake City Canal Trail typical sections of protected bike lanes along 900 E. 32

Figure 43: Proposed crossing type A-1. 33

Figure 44: Denver, Colorado example of features in crossing type A-1. 33

Figure 45: Example of a crossing with a RRFB in Denver, Colorado. 33

Figure 46: Proposed crossing type B-1. 34

Figure 47: Denver, Colorado example of features in crossing type B-1. 34

Figure 48: Proposed crossing type B-2. 34

Figure 49: Denver, Colorado example of features in crossing type B-2. 34

Figure 50: Proposed crossing type B-3. 35

Figure 51: Denver, Colorado example of features in crossing type B-3. 35

Figure 52: Proposed crossing type C-1. 36

Figure 53: Denver, Colorado example of features in crossing type C-1. 36

Figure 54: Proposed crossing type C-1. 36

Figure 55: Downtown Salt Lake City example of features in crossing type C-2. 36

Figure 56: Proposed crossing type D-1. 37

Figure 57: Denver, Colorado example of features in crossing type D-1. 37

Figure 58: Jordan River Commission issue reporting application. 38

Figure 59: Low Barrier Wall project example in Boulder, CO, street view. 38

Figure 60: Low Barrier Wall project example in Boulder, CO, end view detail. 39

Figure 61: Graphic of a protected intersection. 39

Figure 62: Example of a protected intersection at 200 W and 300 S in Salt Lake City, Utah. 39

Figure 63: Public engagement at the Open House on May 11, 2023. 40

Figure 64: Summary of public sentiment. 41

Figure 65: Locations of comments which included addresses. 42

List of Tables

Table 1: Midvale City ATP projects encompassed by proposed trail alignments. 7

Project Team

Midvale City

- Adam Olsen, Community Development Director
 - Wendelin Knobloch, Planning Director
 - Elizabeth Arnold, Senior Planner
 - Jonathan Anderson, Planner
 - Keith Ludwig, City Engineer
 - Laura Magness, Communications Director
-

Conсор

- Lars Anderson, Project Manager
- Mason Bouck, PE
- Jason Rutt, PE
- Karina Filipovich, EIT
- Jenny Godwin, Planner
- Emma Knisley, Planner
- Ankur Choudhary, Planner
- Ashlie Albrecht, Public Involvement Coordinator

1.0 Introduction

In September 2022, Midvale City contracted with Consor to complete a preliminary feasibility study for two canal trail projects in Midvale, Utah. The first proposed trail alignment extends along the Jordan and Salt Lake City Canal for approximately 3.4 miles and the second extends along the East Jordan Canal (including segments of on-roadway bike lanes) for approximately 1.5 miles.

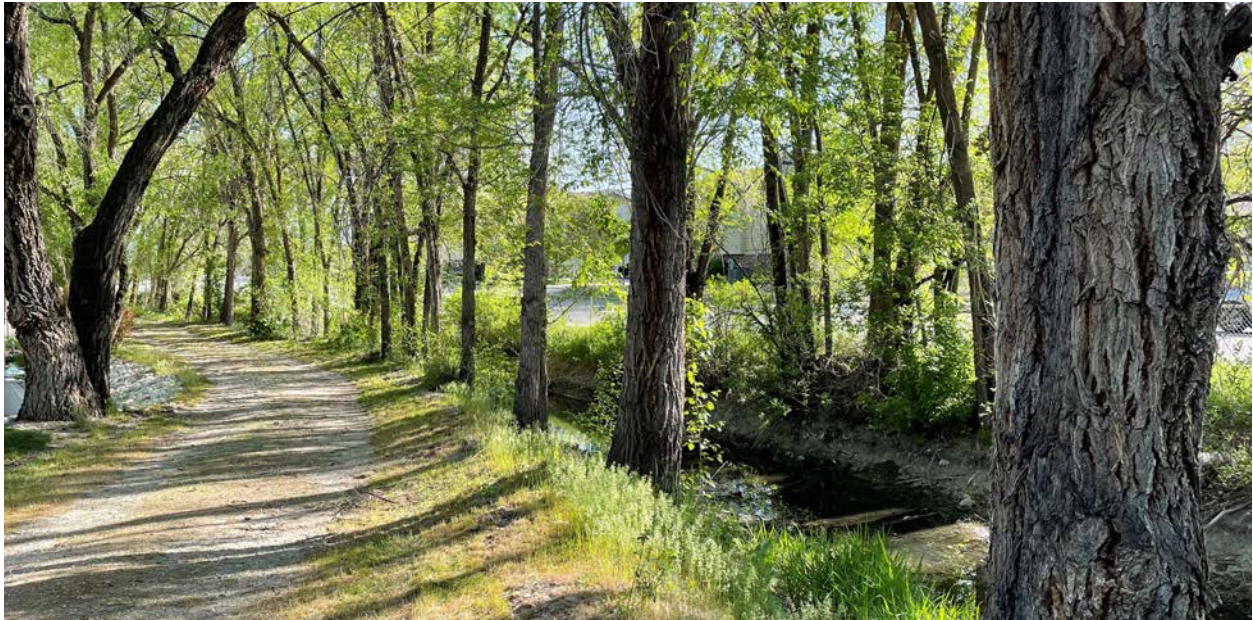


Figure 1: The Jordan and Salt Lake City Canal and existing trail in Midvale, Utah.

Project Vision and Goals

The feasibility study was conducted to identify a suitable corridor for a walking and bicycling path that will be a safe, comfortable, and convenient amenity for all residents and visitors to Midvale City. The goal of the proposed facilities is to provide trails that are:

- Safe recreational routes for people walking and bicycling along historic canal corridors
- Comfortable to use for people of all ages and abilities
- Convenient multimodal connections spanning the length of Midvale City
- Aesthetically pleasing
- Easy to find and use
- Financially viable to implement and maintain (phased implementation may be required as funding becomes available)
- Equitably accessible to all users

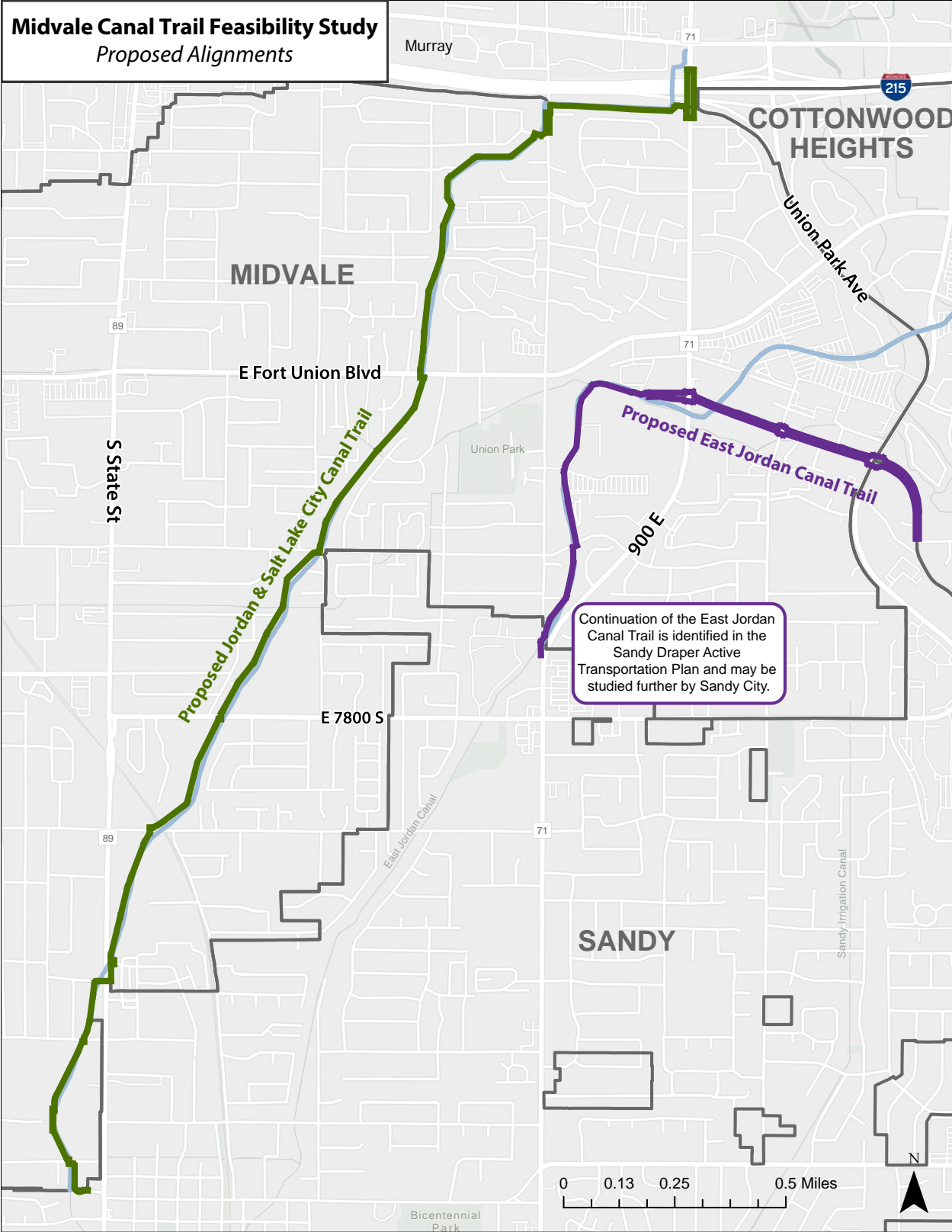


Figure 2: Proposed alignments for trails along the Jordan and Salt Lake City Canal and the East Jordan

2.0 Locational Context

Midvale is a city in Salt Lake County, Utah's most populous county, and is part of the Salt Lake City, Utah Metropolitan Statistical Area. According to 2021 5-Year Estimates from the American Community Survey (U.S. Census Bureau), Midvale City's population is 35,313. Roughly 75-percent of Midvale City's population is White, with 10-percent listed as two or more races. The median age of residents is 32, with roughly 25-percent of the population under 18 years of age and 14-percent of the population over 60 years of age (United States Census Bureau, 2021).

The Utah Transit Authority (UTA) operates bus and light rail (TRAX) services through Midvale. Of Midvale City's working age population (20,111 workers age 16 and over), 70-percent drove alone to work, 10-percent carpooled, 3-percent took public transportation, 3-percent walked and just over 1-percent bicycled (United States Census Bureau, 2021).

Statewide Vision

Trail-building is a high priority statewide. In October 2022, Utah Governor J. Cox, in partnership with the Utah Department of Transportation (UDOT) Executive Director Carlos Braceras, announced a vision for building a trail network to connect Utahans of all ages and abilities to key destinations, workplaces, recreation and more. The Governor's announcement dovetails with a 2023 bill which established an Active Transportation Investment Fund (ATIF) to support and accelerate constructing the Utah Trails Network. The ATIF's initial investment was \$45 million, with an ongoing commitment to invest an additional \$45 million annually (Braceras, 2023).



Figure 3: Map of Midvale, Utah and surrounding locational context.

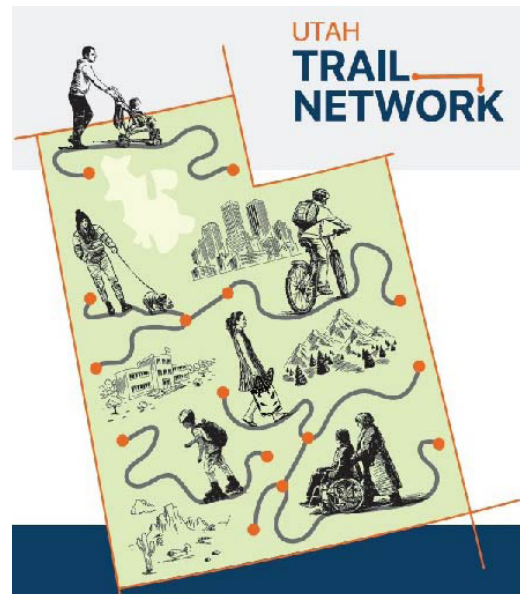


Figure 4: Promotional material for the Utah Trail Network.

Utah Canal Trails

There is a rich history of successful trail development adjacent to canals throughout Utah, including these popular trail systems:

Murdock Canal Trail

The Murdock Canal Trail opened in 2013, extending 17-miles through seven cities, from the mouth of Provo Canyon north to Thanksgiving Point. The trail fosters regional trail connections, including to the Jordan River Parkway and Provo River Parkway (Murdock Canal Trail, n.d.).



Figure 5: Murdock Canal Trail.



Figure 6: Sandy Canal Trail.

Sandy Canal Trail

The asphalt Sandy Canal Trail extends just under 5-miles from the City of Sandy to the City of Draper. The trail provides important connections to area businesses, schools, and other destinations (TrailLink, n.d.).

White City Canal Trail

The roughly 1.5-mile, 12-foot-wide paved ADA-accessible multi-use path includes a pedestrian bridge (Figure 7) crossing Dimple Dell Regional Park. This trail dovetails with the Sandy City Trails Master Plan and Salt Lake County Active Transportation Implementation Plan recommendations (Salt Lake County, 2022).



Figure 7: White City Canal Trail.

Jordan and Salt Lake City Canal History

The Jordan and Salt Lake City Canal represents a historically significant water development project for Salt Lake City. Project construction was completed in 1882, launching exchange contracts between local farmers and Salt Lake City to ensure access for agriculture and to provide high quality drinking water from the Wasatch mountains to the Salt Lake Valley (Hooton, 1993).



Figure 8: Historic Jordan and Salt Lake City

East Jordan Canal History

The East Jordan Canal was originally operated by a private irrigation company. In the late 1800s and early 1900s, Salt Lake City began buying stock in the Canal to accommodate anticipated future growth. The East Jordan Canal currently supplies water to parcels in Draper and Sandy, and also feeds into the Green Ditch irrigation system as well as Big Ditch, Hill Ditch and Lower Canal (The University of Utah, n.d.).

Mid-Valley Active Transportation Plan

The Mid-Valley Active Transportation Plan (ATP) represents the collaborative efforts of the cities of Taylorsville, Midvale, Murray, Millcreek, Holladay, and Cottonwood Heights to outline regional priorities, policies and routes to develop a Backbone Network spanning the six cities. This study developed recommendations to enhance bicycle and pedestrian connectivity within the region, beginning with a list of 244 total projects, which was further whittled down to 33 critical Backbone Network projects (Avenue Consultants, 2021).

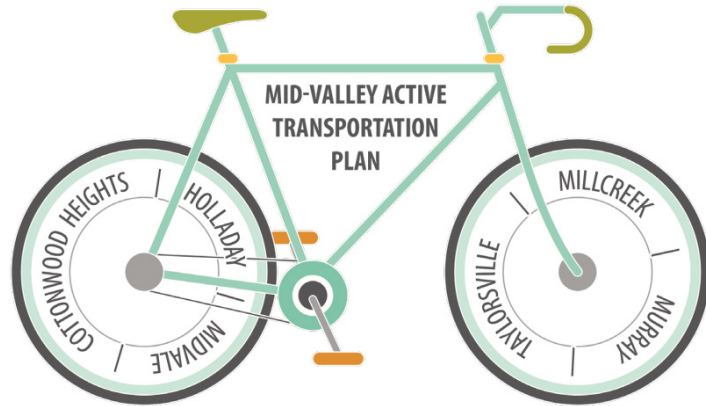


Figure 9: Mid-Valley Active Transportation Plan graphic.

[View an online map of all projects.](#)

Midvale City Active Transportation Plan

The Midvale City Active Transportation Plan (ATP) identifies 44 projects (including ten multi-use path projects) which would provide enhanced active transportation connections within the City of Midvale and to regional destinations, including various bicycle facilities and multi-use paths. The construction of all 44 projects would create an additional 31.13 miles of active transportation facilities within the city.

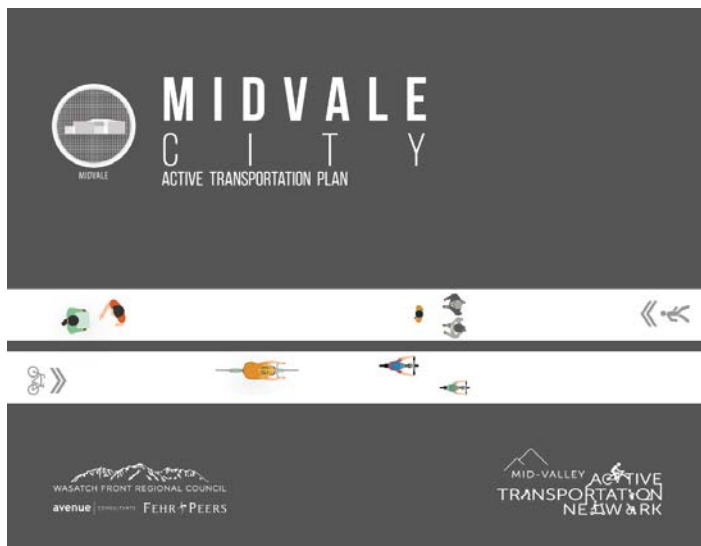


Figure 10: Midvale City Active Transportation Plan cover.

Midvale City’s current active transportation network consists of 4.5 miles of facilities, including the Jordan River Parkway Trail ([view map here](#)). Strava-based walking and bicycling trip data from the plan shows a strong concentration of pedestrian trips along the canal, indicating a comfort level with this type of separated, low-stress facility type. About a quarter of respondents (24-percent) answered “strongly agree” when asked if Midvale was a good place for walking but only 6-percent felt the same for bicycling.

All path segments of both the proposed Jordan and Salt Lake City Canal Trail and the proposed East Jordan Canal Trail are included in the projects list, with segment details from the Plan outlined below (Wasatch Front Range Council, Avenue Consultants & Fehr & Peers, n.d.)

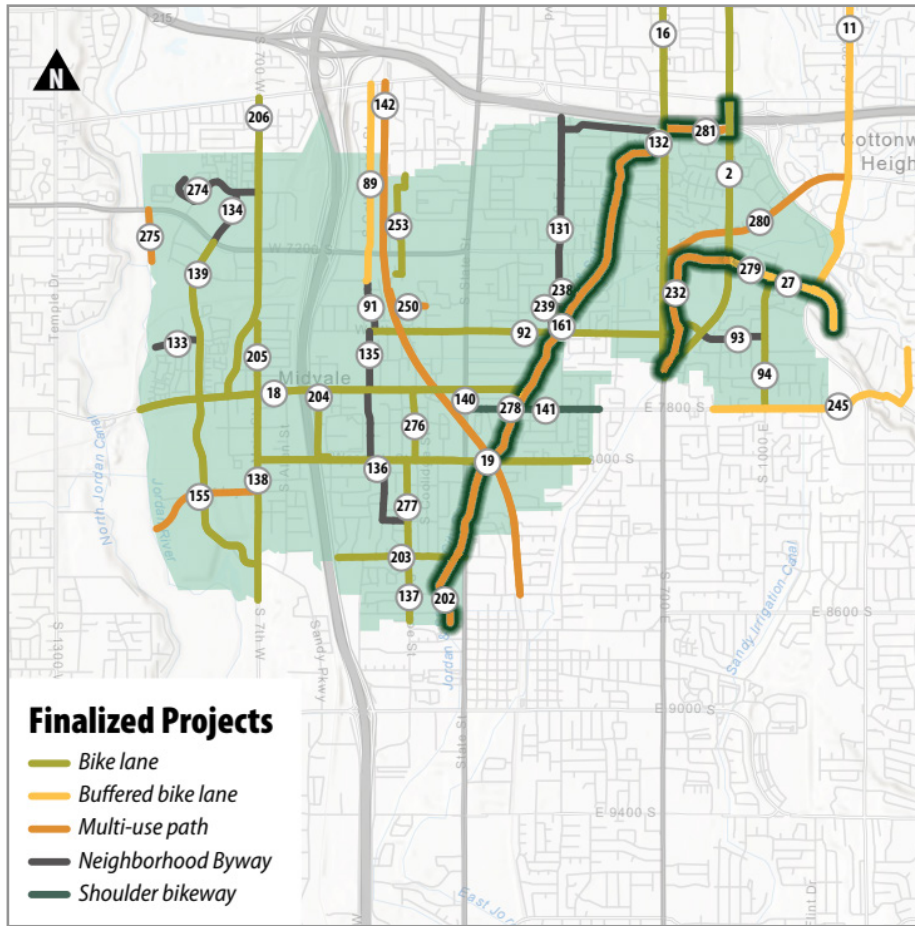


Figure 11: Midvale City ATP finalized projects, including the proposed trail alignments.

Table 1: Midvale City ATP projects encompassed by proposed trail alignments.

Jordan & Salt Lake City Canal Trail Proposed Alignment Midvale City ATP Segments (North to South)			
#	PROJECT	TYPE	LENGTH
281	Connection: 700 E to 900 E	Multi-use path	1,720'
132	Acoma Rd: 300 E to 700 E	Neighborhood Byway	3,020'
161	Jordan and Salt Lake Trail: 8000 S to 700 E	Multi-use path	9,920'
278	Sandra Way: 7720 S to 7800 S	Buffered Bike Lane	580'
19	Wasatch St: Main St to Farm Gate Dr	Bike Lane	8,600'
202	Approx. 8000 S to Approx. Durant Ave	Multi-use path	4,680'
East Jordan Canal Trail Proposed Alignment Midvale City ATP Segments (West to East)			
#	PROJECT	TYPE	LENGTH
232	Husky Hwy to Boundary	Multi-use path	4,300'
279	South Union Ave: 900 E to 1000 E	Buffered Bike Lane	1,200'
27	South Union Ave/Creek Rd: 1020 E to Siesta Dr	Buffered Bike Lane	2,380'

Midvale State Street Corridor Study

The Midvale State Street Corridor Study, published in November 2022, envisions a connected, safe and welcoming corridor that supports people walking and biking and links users with nearby neighborhoods. One of the Action Plan items receiving the greatest community support in the Study is the concept of converting canals to trails.

The Study’s preferred “Alternative C: Optimize Parallel Corridors” calls out the Jordan and Salt Lake Canal as an opportunity route for creating high-comfort active transportation connections. The plan recognizes that residents currently use the undesignated path and that upgrading to a multi-use path/canal trail would formalize this neighborhood-woven connection as well as provide a “rear-yard buffer” as future redevelopment occurs. The Plan envisions this community amenity as an accessible facility with bridge crossings that prioritizes access points to existing neighborhoods as well as future neighborhood retail. The Plan recognizes that trail development may be a boon to future property values as well.

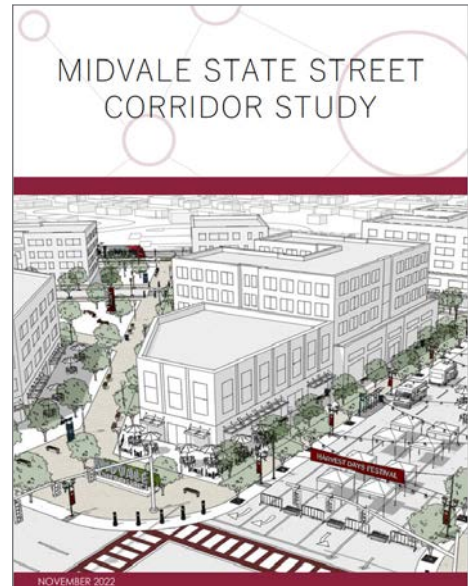


Figure 12: Midvale State Street Corridor Study cover.

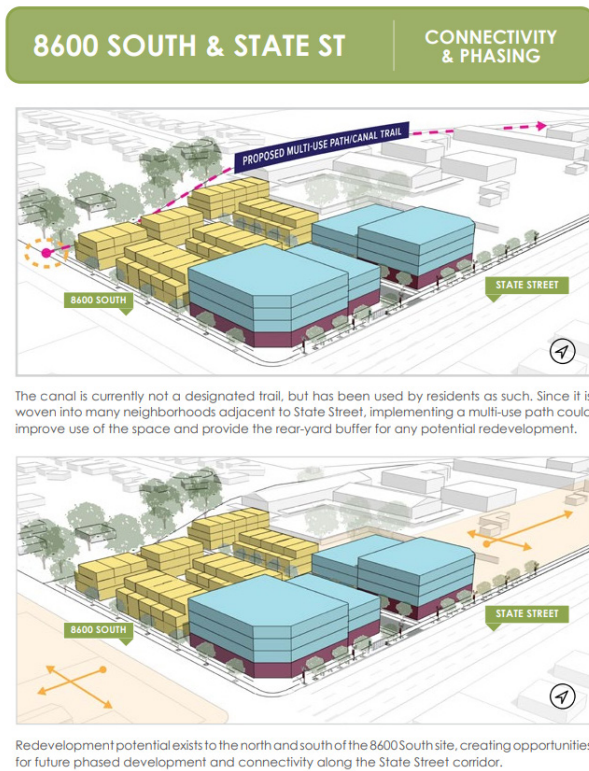


Figure 13: Midvale State Street Corridor Study vision at 8600 South & State St.

The East Parallel Corridor suggested in the plan follows this study’s proposed route, also calling for a proposed pedestrian hybrid beacon when crossing State Street given the proximity to Copperview Elementary and nearby multifamily developments.

The Plan lists “Canal Trail Development and Crossings (Feasibility Study)” as an immediate (0-1 year) priority and “Canal Trail Development and Crossings” as a near-term (2-3 years) priority in its Action Plan section. The Plan estimates a \$1 - \$1.5 million per mile cost for canal trail development. Furthermore, the plan provides design guidance for canal trail crossing treatments to ensure safety for all users (MHTN Architects et al., 2022). This guidance was considered during development of proposed crossings in this study.

3.0 Benefits of Multi-Use Paths

Multi-Use Paths are a community and neighborhood asset, offering opportunities for connection to places of work, school, or other amenities and providing recreation opportunities for residents and visitors. Their benefits extend to residents, visitors, business owners and beyond.



Figure 14: Examples of multi-use paths.

Residents

Since Multi-Use Paths offer a wide facility separated from vehicular traffic, and in the case of the proposed trails, are asphalt paved, they cater to users of all ages and abilities, including older and younger residents and people with disabilities. The proposed trails' focus on providing frequent neighborhood access points will encourage resident use of the path for daily recreation and access to important destinations such as schools (including Copper View Elementary School, Midvalley Elementary School and Hillcrest High School), the shopping complex east of 900 E and south of Fort Union Blvd, destinations east and west of the State Street crossing, places of worship, workplaces, and more.

Neighborhood Sentiment Pre and Post Trail Construction

Well-designed and marked neighborhood trails offer access while maintaining residents' privacy. Research has shown that residents in opposition to a trail project often discover that previously anticipated concerns do not come to fruition post-construction, and quality of life benefits (such as increased property values, enhanced quality of life, and community connections) accompany this amenity. Based on research in Bloomington, Indiana, property owners living proximate to trails identified "convenience and access to recreation, physical fitness, social connection, and connection to the natural environment" as the greatest benefits (Lawson, 2016). The 2012 study "Multiuse Trails: Benefits and Concerns of Residents and Property Owners" found that the most commonly raised trail-affiliated concerns by property owners (littering, trespassing, decreased property and noise) were not widespread as problematic following trail construction (Corning et al., 2012). In addition, such concerns can be adequately mitigated with proper trail design, maintenance and signage.

Tourists/Visitors

For visitors to the area, the proposed trails will offer an opportunity to explore the city without a vehicle, with the path's northern terminus near the I-215/ S 700 E/Union Park Avenue interchange conveniently located near a number of hotels. The eastern portion of the path extending from 900 E to just past Union Park Ave also offers connections to nearby hotels and event venues.

Economic Development

Numerous studies have demonstrated the economic impact of multi-use paths. A recent study commissioned by Kittelson & Associates surveyed nearly 500 path users, with over 40-percent reporting they spent money while using the path, providing a further boost to local jobs and tax revenues. Furthermore, several respondents indicated that the existence of paths impacted their choice of purchasing a house in the area (Dartnell et al., n.d.). As further development occurs proximate to the proposed trails, future employees and shoppers will benefit from its existence.

4.0 Existing Conditions



Figure 15: Site photos along the Jordan and Salt Lake City Canal.

Existing conditions were evaluated along the existing corridors of the East Jordan Canal and the Jordan and Salt Lake City Canal both through the use of aerial imagery and by several site visits to assess current physical characteristics and potential impacts to future trails.

East Jordan Canal Corridor Existing Conditions

The area along the East Jordan canal corridor is currently rendered inaccessible due to a combination of factors, such as overgrowth and 6' tall chain link fences. Additionally, there are exposed residential areas making travel along the corridor seem intrusive. These segments present significant challenges for creating a continuous and accessible path for users along the canal.



Figure 16: Existing conditions along the East Jordan Canal near Hillcrest High School.

Jordan and Salt Lake City Canal Corridor Existing Conditions

The corridor begins at Durant Ave with residential properties to the West and commercial businesses to the East. The corridor continues along a wide paved path adjacent to Copper View Elementary school, before a crossing with W. Princeton Drive.

Along here, the corridor resumes its alignment behind a series of businesses following the abrupt ending at the State Street intersection. As the canal corridor continues it becomes largely impassable due to the dense brush.

Moving North, the corridor becomes increasingly overgrown and virtually impassable behind the Rela-dyne oil, fuel, and lubricants distributor. Users must then circumnavigate the 8000 S. crossing with another particularly dangerous crossing with the TRAX Commuter Rail.

As the trail moves north along the residential corridor, walls of surrounding fences are marred by instances of graffiti and vandalism, particularly where vegetation and overgrowth dominate the landscape.

This section of the corridor presents a different set of challenges and opportunities. As users progress northward, the dense narrow paths open up to wide stretches full of pedestrian and vehicular gates that obstruct access. Along this residential corridor, the trail connects a cul-de-sac to Midvalley Elementary School, attracting a variety of patrons such as joggers and school children.



Figure 17: Existing conditions along the Jordan and Salt Lake City Canal including an instance of graffiti.

Beginning at a crossing at 7200 S, several homeowners have encroached on the canal ROW. There is over-growth of trees that occasionally impedes visibility. As the corridor progresses it is well designated and boasts a 20' width, providing ample space. Continuing towards I-215, this section of the corridor is characterized by a guarded incline along the interstate before ending at 900 E.



Figure 18: Existing conditions along the Jordan and Salt Lake City Canal near Midvalley Elementary School.

5.0 Proposed Trail Alignments

During field surveys and site visits, Consor determined that to construct the trail, there were a variety of project area characteristics that need-be considered - such as the terrain, canal siting, and land ownership – all of which influenced where the trail could feasibly be built. Following the evaluation of these factors, Consor developed several trail alignment alternatives to review with Midvale City staff and gather community feedback on.

Each trail is broken into segments (running South to North) with a description of the trail alignment, constraints, and potential solutions. Further detail along each segment can be seen in Figures 22-24 and 26-30.



Figure 19: Overall proposed alignment along the East Jordan Canal.

East Jordan Canal Proposed Alignment

Segment 1:

Alignment Alternative 1 proposes two trail beginnings to give a variety of options to trail users further West of 700 E and further North East of 900 E to access the trail. Potential Right-of-Way and canal enclosure impacts are present in this segment. At the Hillcrest High street crossing approach, an alternative alignment is proposed to maintain a perpendicular crossing by enclosing the canal.

Segment 2:

The proposed trail alignment is located adjacent to the canal for most of the segment and a crossing is proposed across the canal at a location where the bank has eroded and trail continuation would prove difficult. At the Hillcrest High School entrance, it is proposed that the trail will split into two 12' trails on either side of the road to prepare bicyclists and pedestrians to continue onto or from South Union Ave in their appropriate directions, reducing pedestrian and bicyclist crossings that may take place at the South Union Ave and 900 E intersection and instead take place at the mid-block crossings further west along the school entrance. As there is currently no sidewalk on the north side of the school entrance, the existing retaining wall would need to be replaced to accommodate the trail connection to South Union Ave.

Segment 3:

The protected bike lanes along South Union Ave and Creek Rd are a part of the Mid-Valley Active Transportation Plan's projects #279 and #27. These projects were considered and studied as a part of this feasibility study due to the East Jordan Canal becoming fully enclosed in the shopping center area North of South Union Ave. Protected intersections are recommended for this segment to increase safety and provide comfort to users on this multi-lane roadway. Some Right-of-Way acquisition may be required to achieve this design intent.

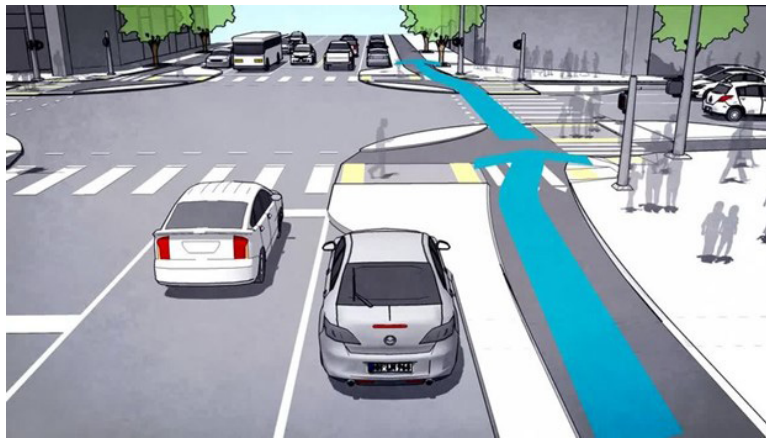


Figure 20: Graphic displaying a protected intersection.



Figure 21: Example of a protected intersection at 200 W and 300 S in Salt Lake City, Utah.

LEGEND

ALIGNMENTS:

- ALIGNMENT ALTERNATIVE 1 —
- ALIGNMENT ALTERNATIVE 2 —

POTENTIAL TRAIL IMPACTS:

- RIGHT-OF-WAY ACQUISITION
- CANAL ENCLOSURE

TYPICAL SECTIONS

- TRAIL LEFT OF CANAL
- TRAIL RIGHT OF CANAL
- TRAIL ON ENCLOSED CANAL

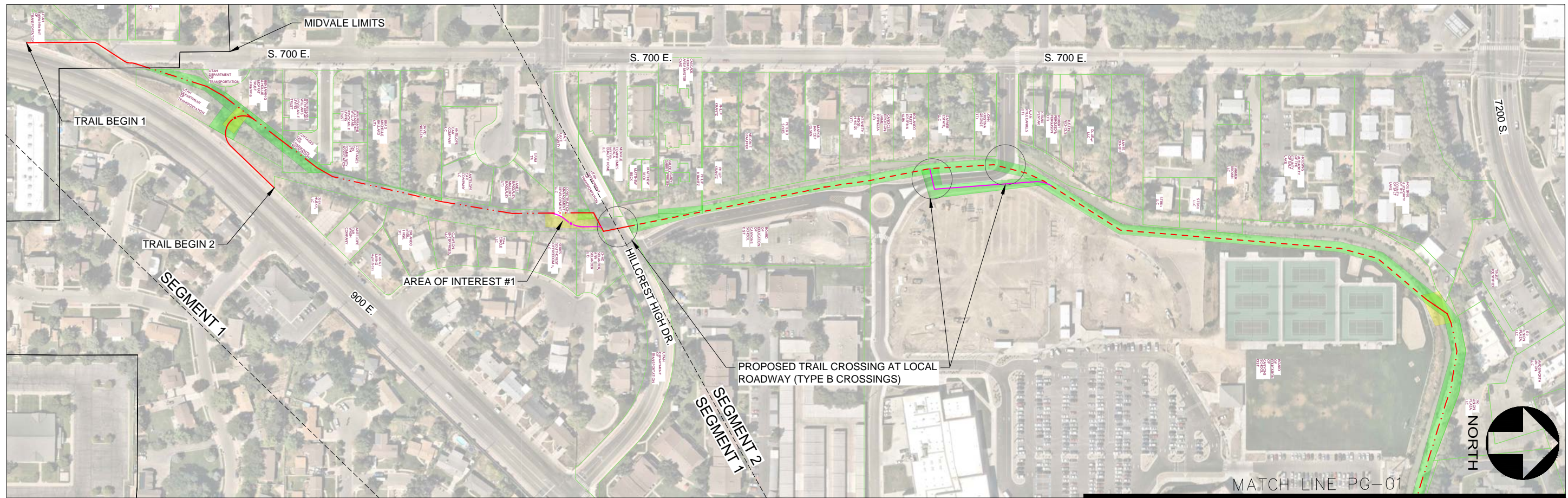
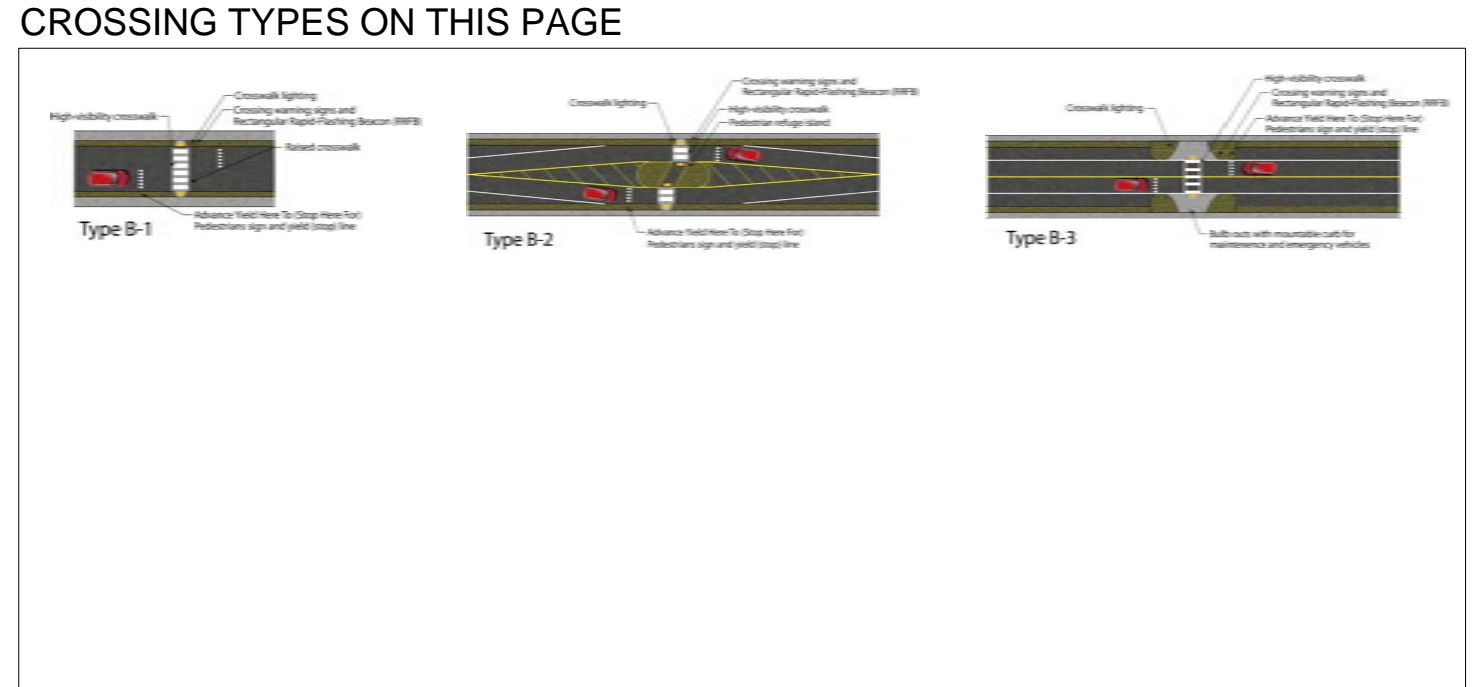
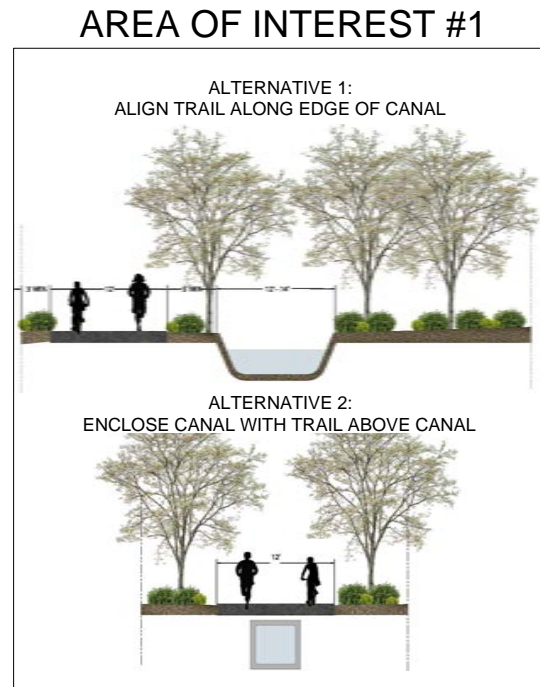
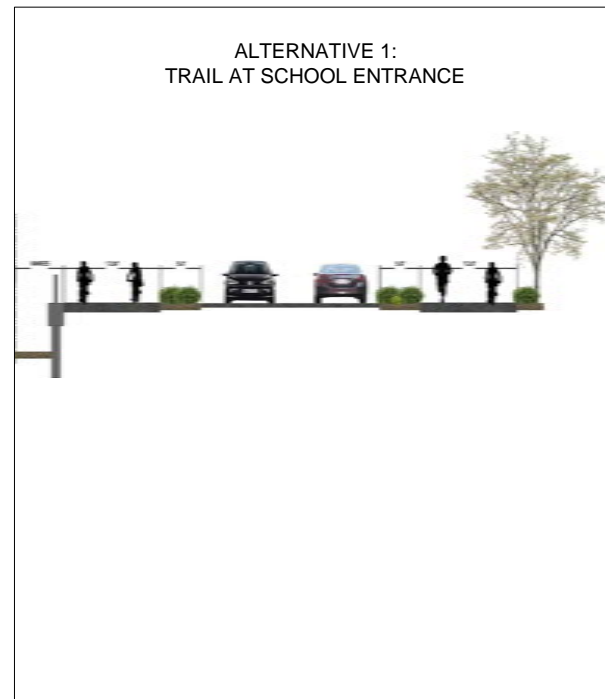


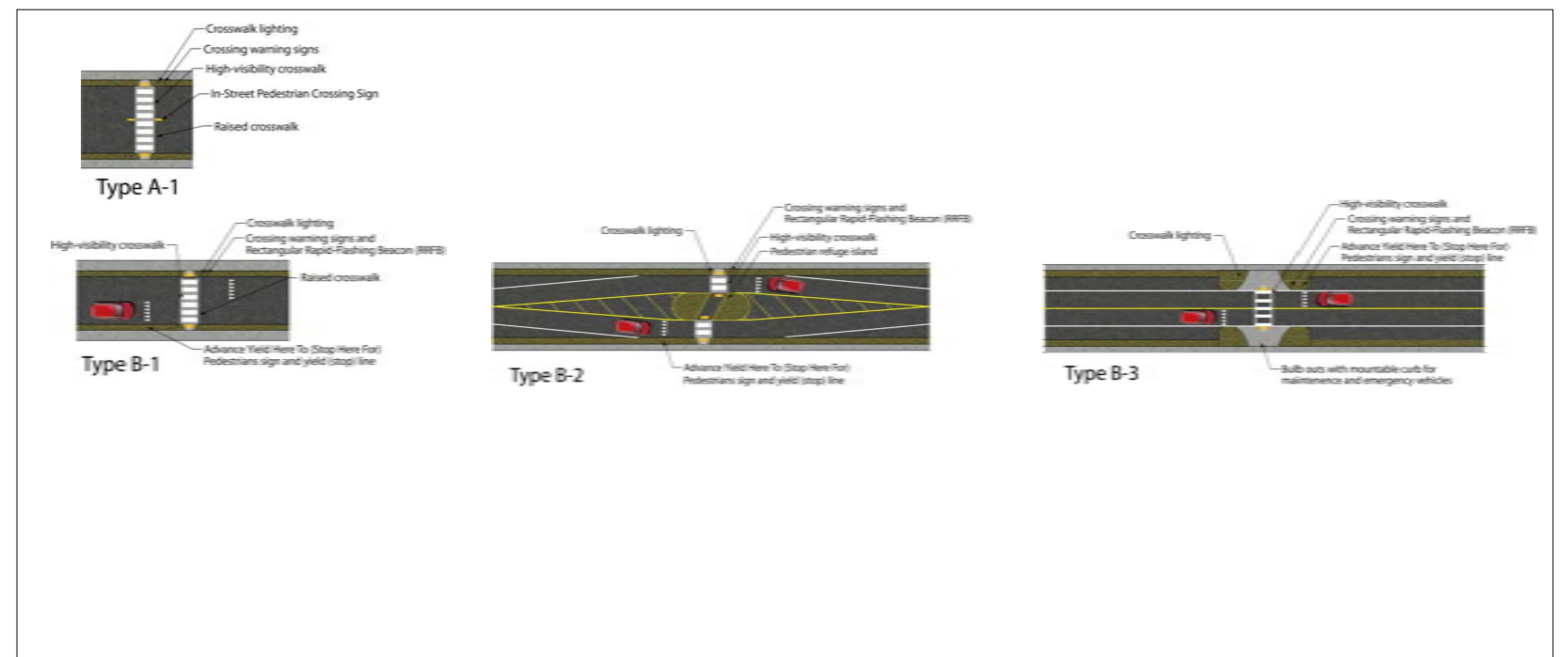
Figure 22: Proposed alignment along the East Jordan Canal, sheet 1.

MATCH LINE PG-01
MATCH LINE PG-02

AREA OF INTEREST #2



CROSSING TYPES ON THIS PAGE



LEGEND

ALIGNMENTS:

- ALIGNMENT ALTERNATIVE 1 (Red line)
- ALIGNMENT ALTERNATIVE 2 (Magenta line)

POTENTIAL TRAIL IMPACTS:

- RIGHT-OF-WAY ACQUISITION (Green box)
- CANAL ENCLOSURE (Yellow box)

TYPICAL SECTIONS

- TRAIL LEFT OF CANAL (Dashed line)
- TRAIL RIGHT OF CANAL (Dashed line)
- TRAIL ON ENCLOSED CANAL (Dashed line)

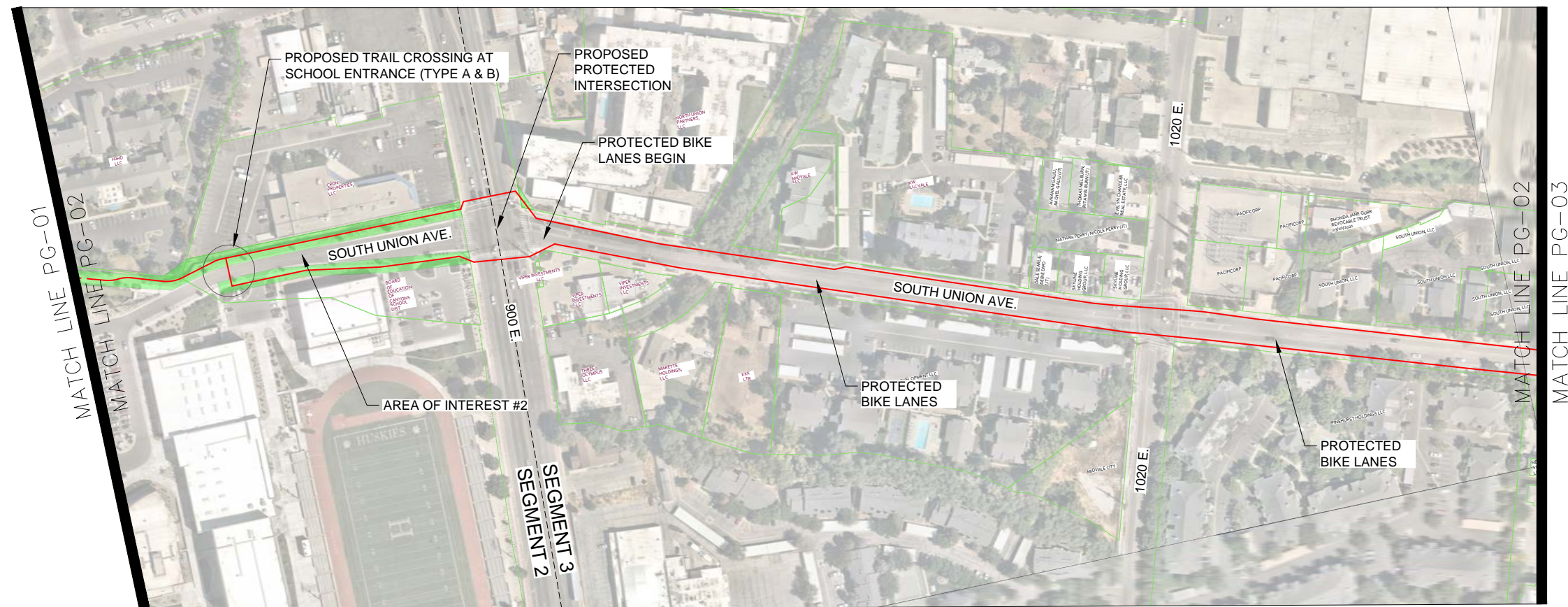


Figure 23: Proposed alignment along the East Jordan Canal, sheet 2.

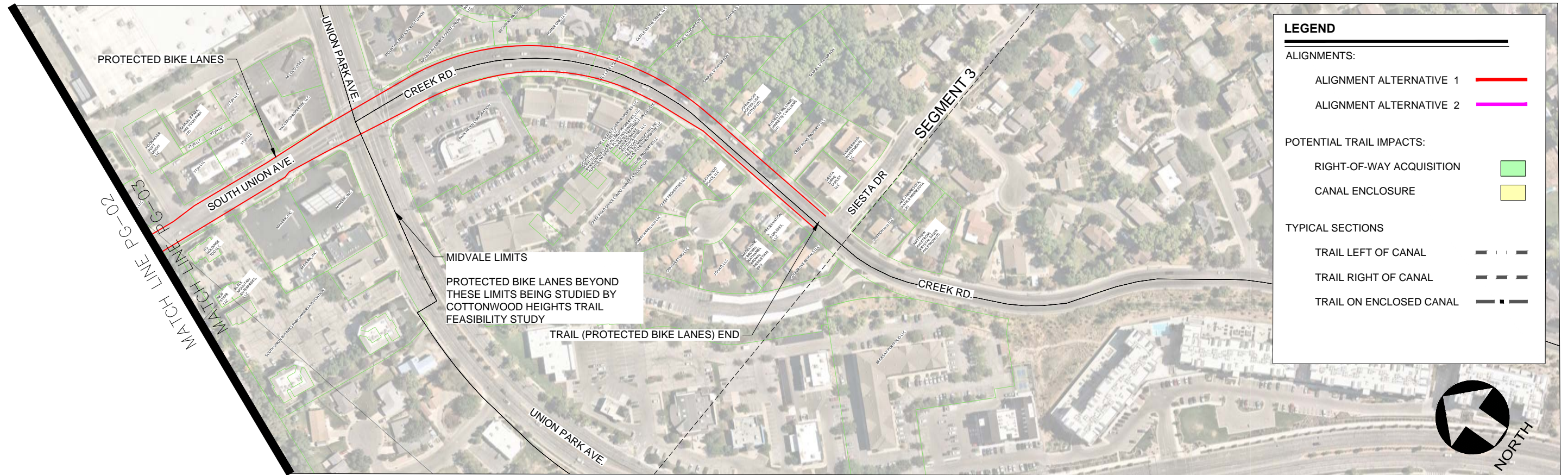


Figure 24: Proposed alignment along the East Jordan Canal, sheet 3.

Jordan and Salt Lake City Canal Proposed Alignment

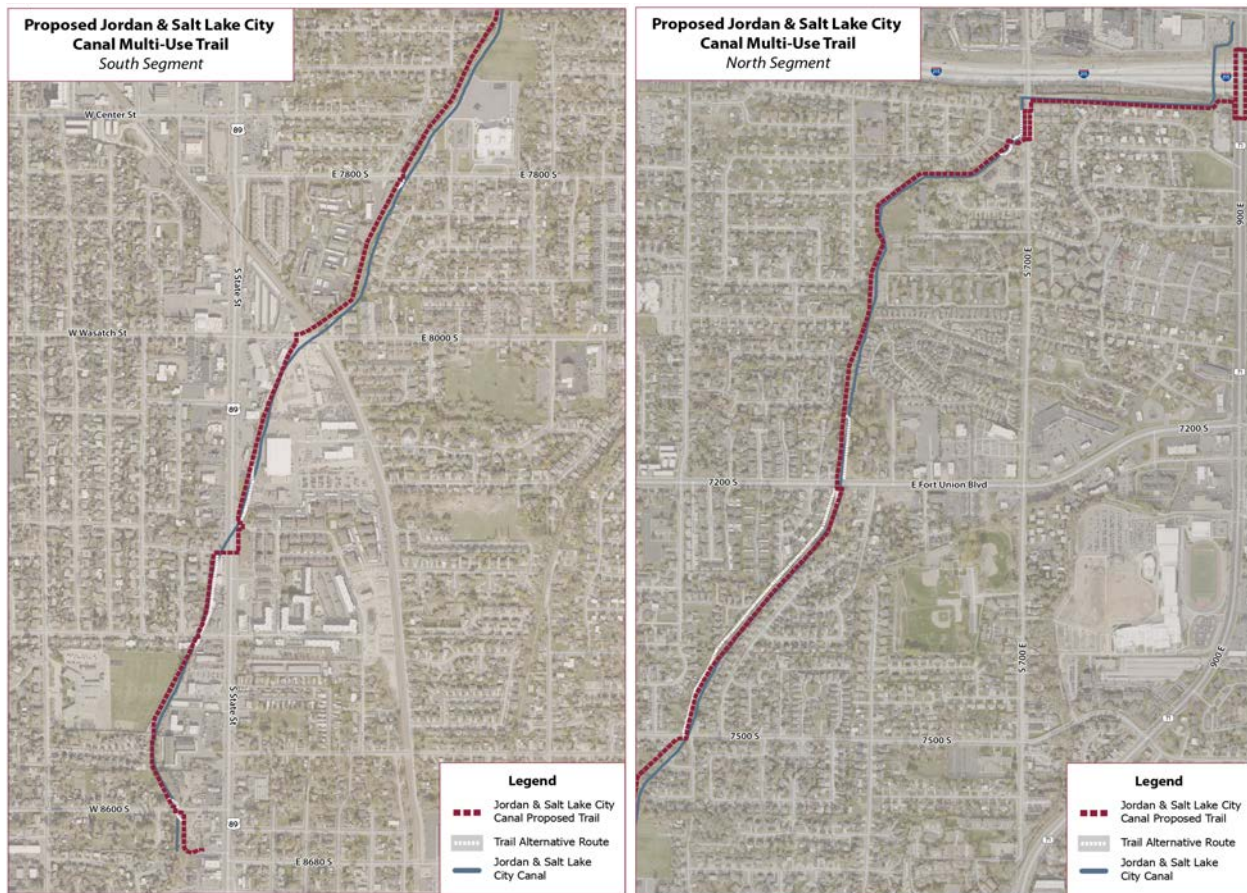


Figure 25: Overall proposed alignment along the Jordan and Salt Lake City Canal.

Segment 1:

Segment 1 begins at Durant Ave near Midvale City limits. The proposed trail alignment is located adjacent to the canal for the length of the segment. At street crossing approaches, alignment Alternative 2 is proposed to maintain a perpendicular crossing by enclosing the canal.

Segment 2:

From W Princeton Dr to the State Street mid-block crossing, two alignment alternatives consider the options of either acquiring Right-of-Way (Alternative 1) or enclosing the canal to avoid Right-of-Way acquisition (Alternative 2). From Durham St to 8000 S, alignment Alternative 2 is proposed to promote safer crossings across driveways by allowing vehicles to fully turn into driveways from State Street before stopping at a crossing. Right-of-Way acquisition and canal enclosure is proposed at the northern end of this segment to avoid re-routing the trail fully onto State Street from 8000 S.

Segment 3:

The proposed trail alignment is located adjacent to the canal for most of the segment. In locations where there are possible Right-of-Way impacts by continuing the alignment on the banks of the canal, there is an alignment alternative proposing enclosing the canal within the same stretch. At several street crossing approaches, an alternative alignment is proposed to maintain a perpendicular crossing by enclosing the canal.

Segment 4:

Three alignments alternatives are proposed along 700 E to connect the proposed trail from 6770 S to 900 E. Alignment Alternative 1 proposes using existing sidewalk in addition to on street bike lanes, Alternative 2 proposes replacing the existing eastern sidewalk to a 10-12' width with potential Right-of-Way impacts, and Alternative 3 proposes enclosing the canal. It is to be noted that S 700 E is planned for future bike lanes as a part of project #16 in the Mid-Valley ATP. The proposed protected bike lanes in addition to existing sidewalk on 900 E provides an active transportation connection across I-215 that aligns with project #2 in the Mid-Valley ATP.

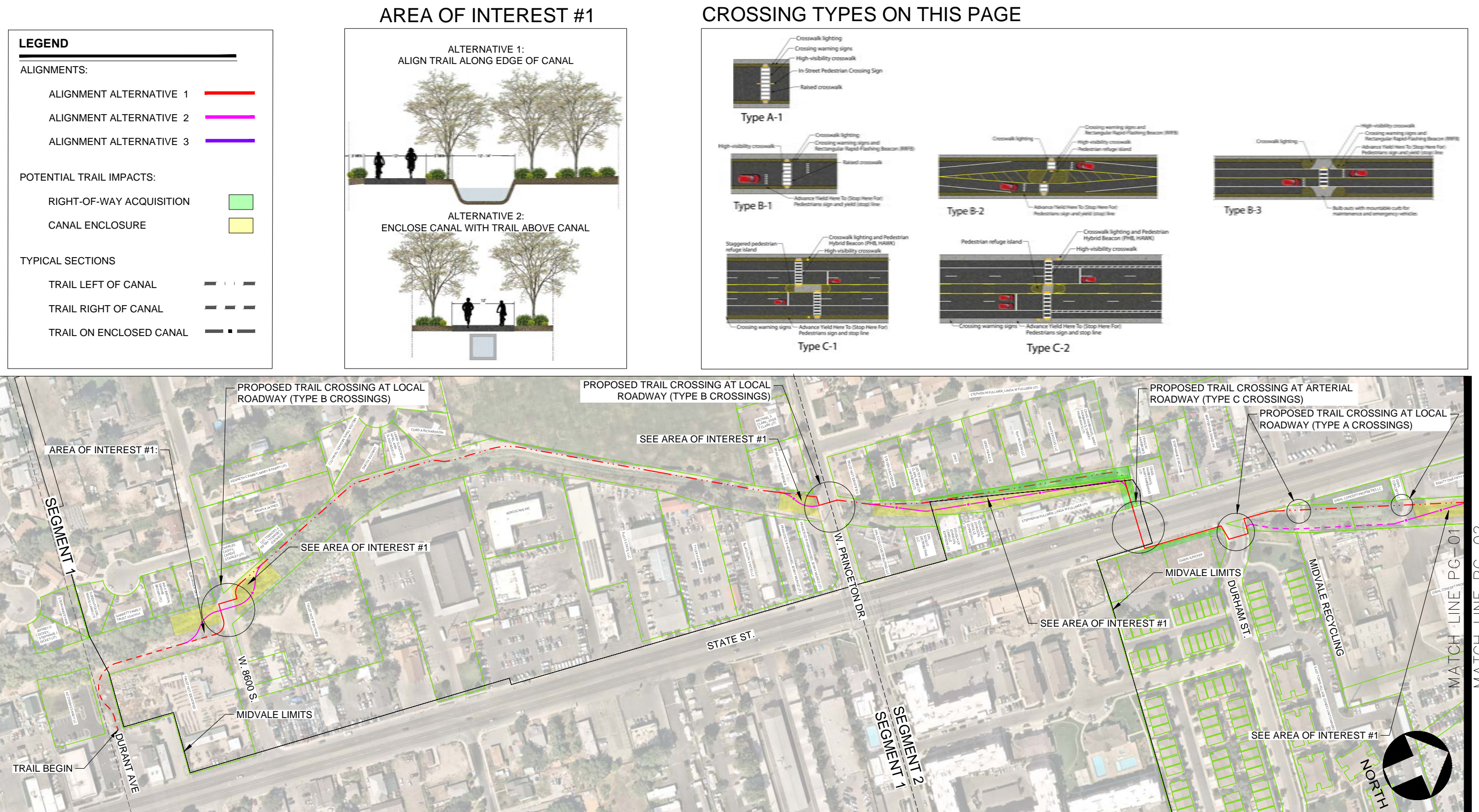


Figure 26: Proposed alignment along the Jordan and Salt Lake City Canal, sheet 1.

LEGEND

ALIGNMENTS:

- ALIGNMENT ALTERNATIVE 1 —
- ALIGNMENT ALTERNATIVE 2 —
- ALIGNMENT ALTERNATIVE 3 —

POTENTIAL TRAIL IMPACTS:

- RIGHT-OF-WAY ACQUISITION ■
- CANAL ENCLOSURE ■

TYPICAL SECTIONS

- TRAIL LEFT OF CANAL
- TRAIL RIGHT OF CANAL
- TRAIL ON ENCLOSED CANAL

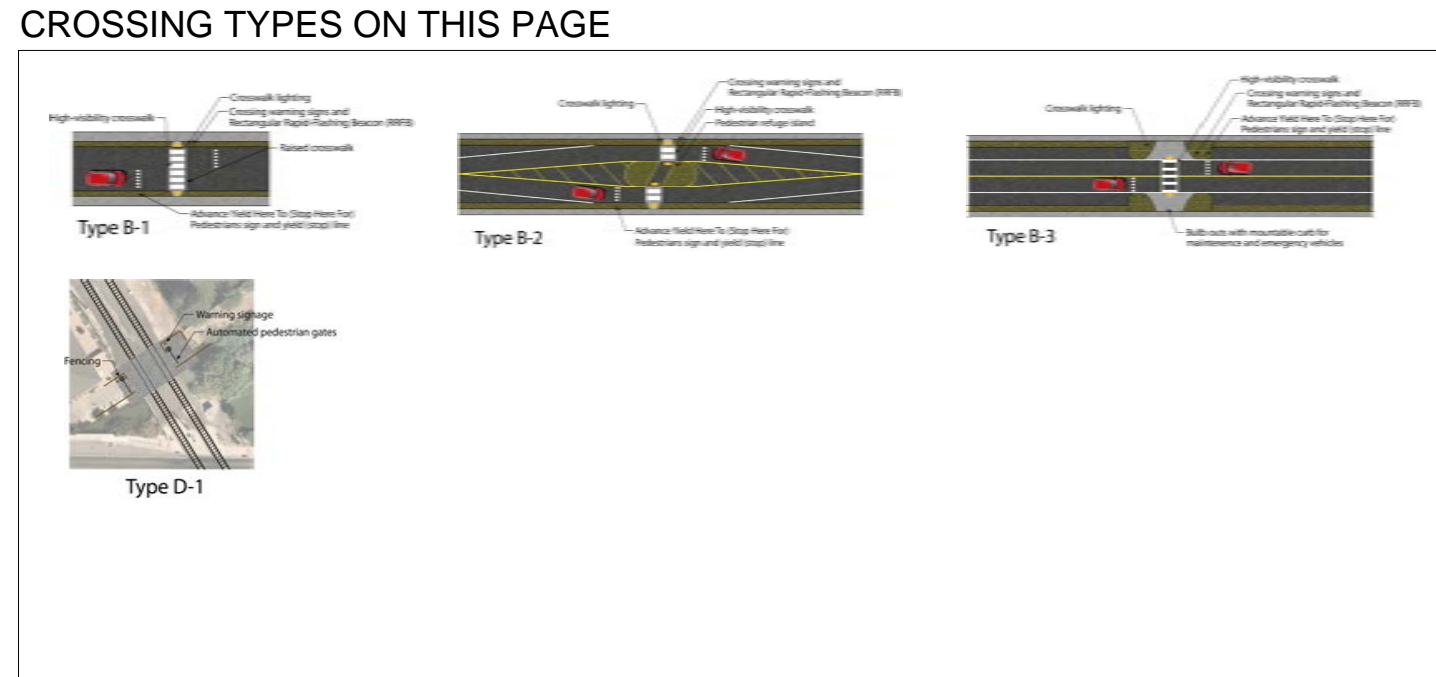
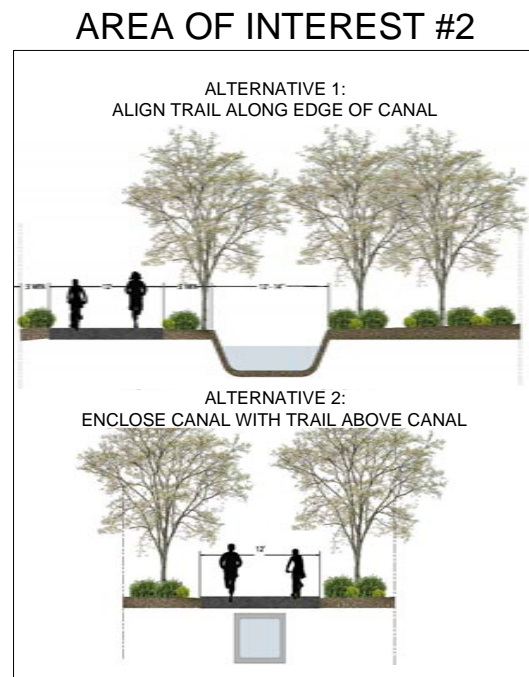
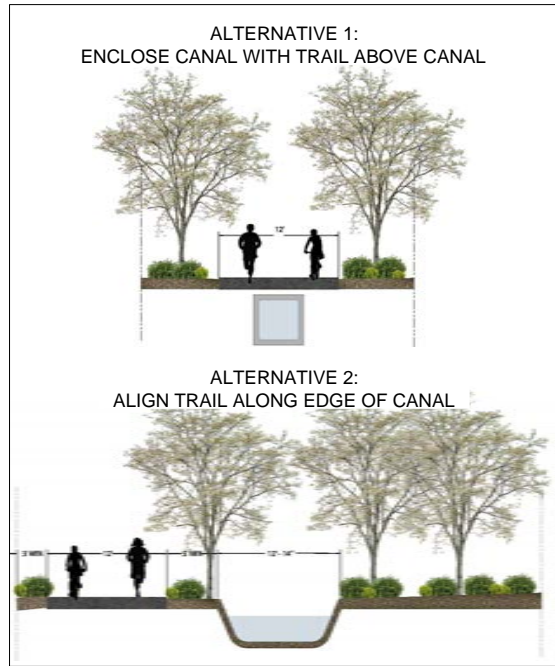
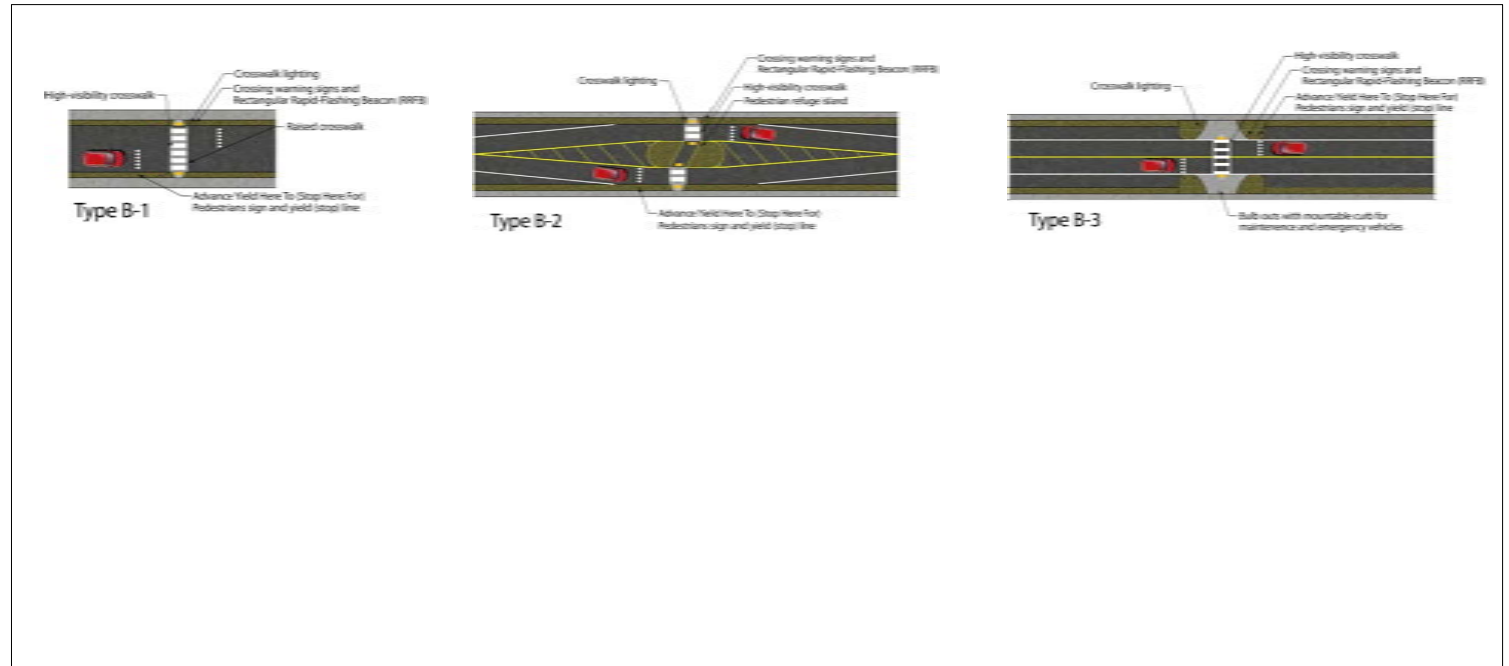


Figure 27: Proposed alignment along the Jordan and Salt Lake City Canal, sheet 2.

AREA OF INTEREST #3



CROSSING TYPES ON THIS PAGE



LEGEND

ALIGNMENTS:

- ALIGNMENT ALTERNATIVE 1 (Red line)
- ALIGNMENT ALTERNATIVE 2 (Magenta line)
- ALIGNMENT ALTERNATIVE 3 (Purple line)

POTENTIAL TRAIL IMPACTS:

- RIGHT-OF-WAY ACQUISITION (Light green box)
- CANAL ENCLOSURE (Yellow box)

TYPICAL SECTIONS

- TRAIL LEFT OF CANAL (Dashed line)
- TRAIL RIGHT OF CANAL (Dashed line)
- TRAIL ON ENCLOSED CANAL (Dashed line)



Figure 28: Proposed alignment along the Jordan and Salt Lake City Canal, sheet 3.

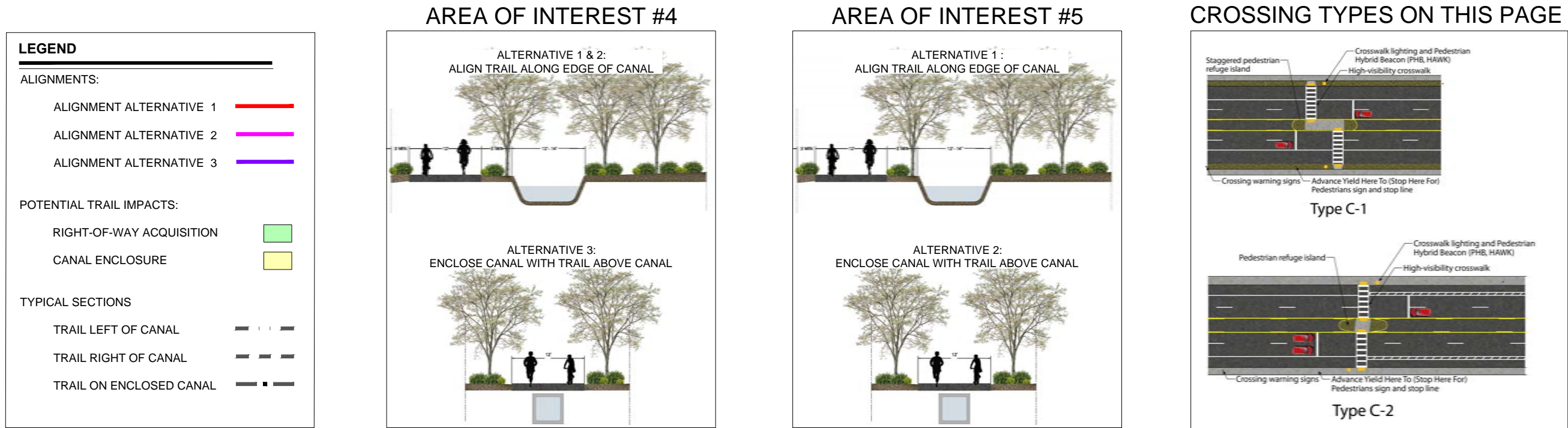


Figure 29: Proposed alignment along the Jordan and Salt Lake City Canal, sheet 4.

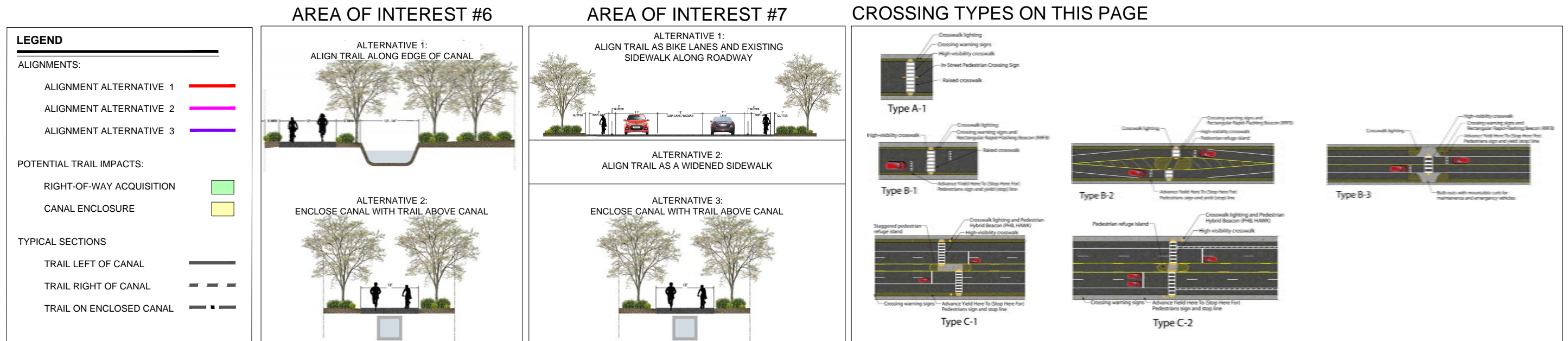


Figure 30: Proposed alignment along the Jordan and Salt Lake City Canal, sheet 5.

6.0 Proposed Typical Sections

When exploring the feasibility and cost of various portions of the trail, it was necessary to conceptualize typical cross sections of the various trail segments. These typical cross sections aided in determining separation, materials, quantities, and spatial relations. Each cross section outlines the key features of the layout of the trail as it shifts along the proposed alignment.

East Jordan Canal Trail Typical Sections

Trail on Left or Right Side of Canal

The proposed trail has a 12' width with the exception of a 10' width minimum and pedestrian railing on the canal side when Right-of-Way constraints and steep canal drop offs are present.

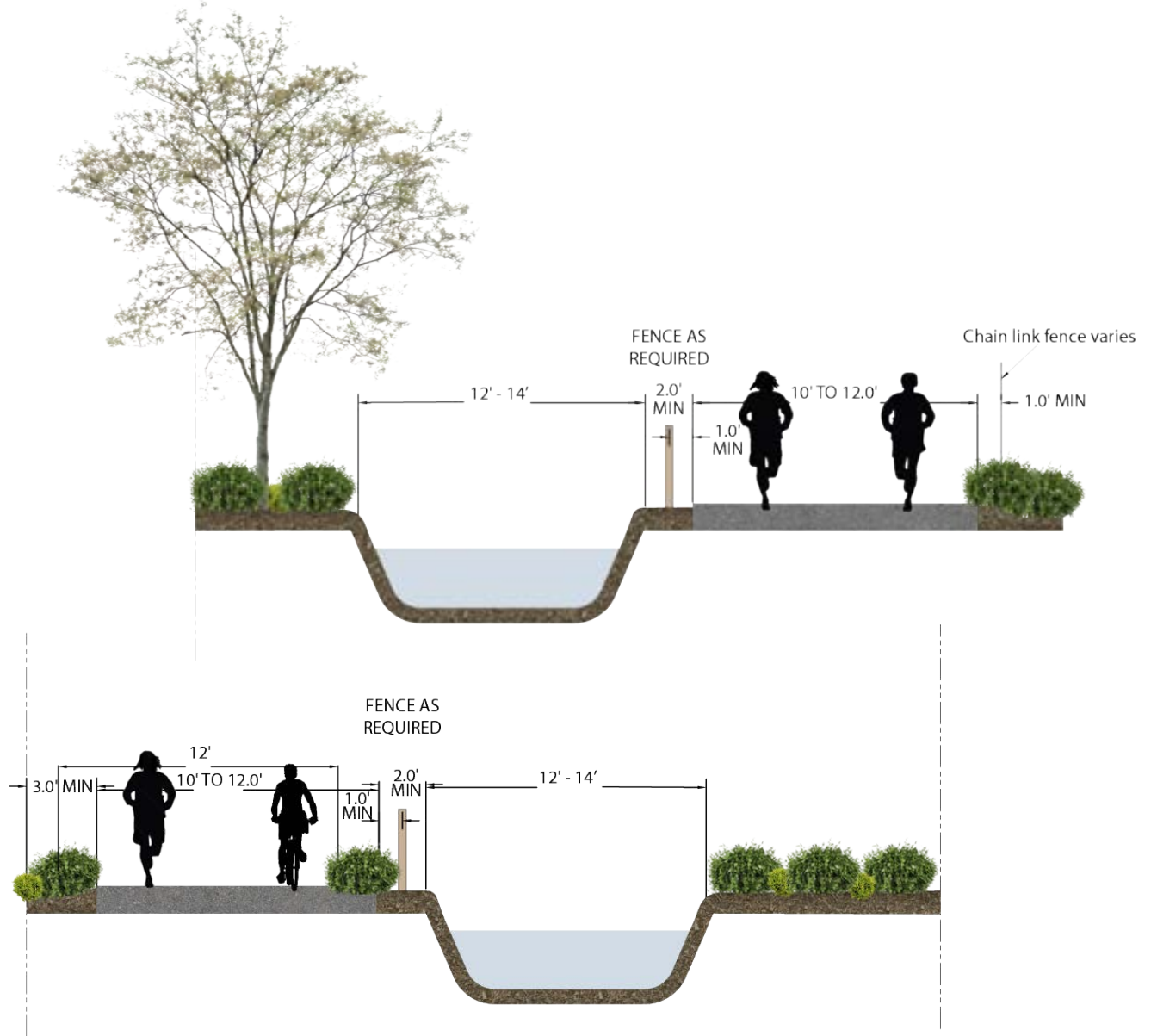


Figure 31: East Jordan Canal Trail typical sections of trail on left or right side of canal.

Trail over Canal Enclosure

The trail has a 12' width minimum with the canal enclosed in a culvert in areas where a canal enclosure may be required due to Right-of-Way constraints or maintaining a perpendicular crossing at the approaches of roadways.

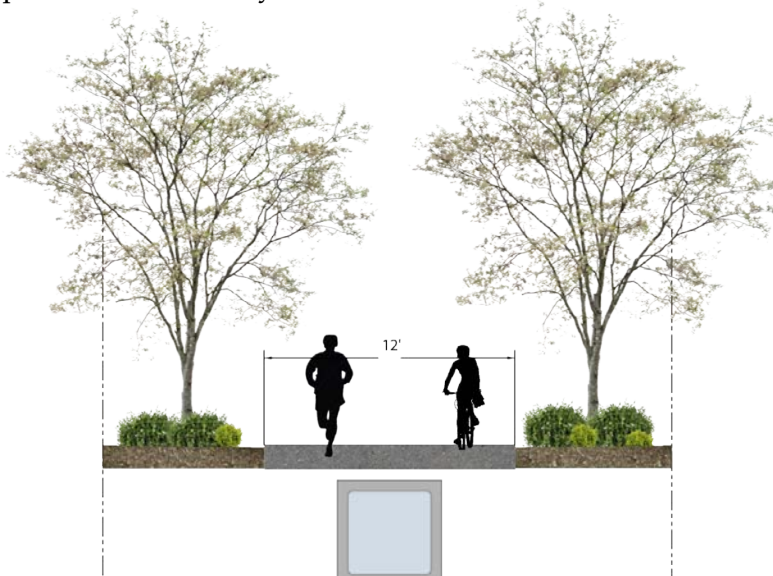


Figure 32: East Jordan Canal Trail typical sections of trail over canal enclosure.

Trail at Hillcrest High School Entrance

At the Hillcrest High school entrance, the proposed trail will split onto two 12' trails on either side of the road to prepare bicyclists and pedestrians to continue onto or from South Union Ave in their appropriate directions, reducing pedestrian and bicyclist crossings that may take place at the South Union Ave and 900 E intersection and instead encouraging them to take place at the mid-block crossings further west along the school entrance. This strategy will increase safety both at the intersection and along the school entrance road, as well as limit interactions between trail users and high school students. As there is currently no sidewalk on the north side of the school entrance, the existing retaining wall would need to be replaced to accommodate the trail connection to South Union Ave.

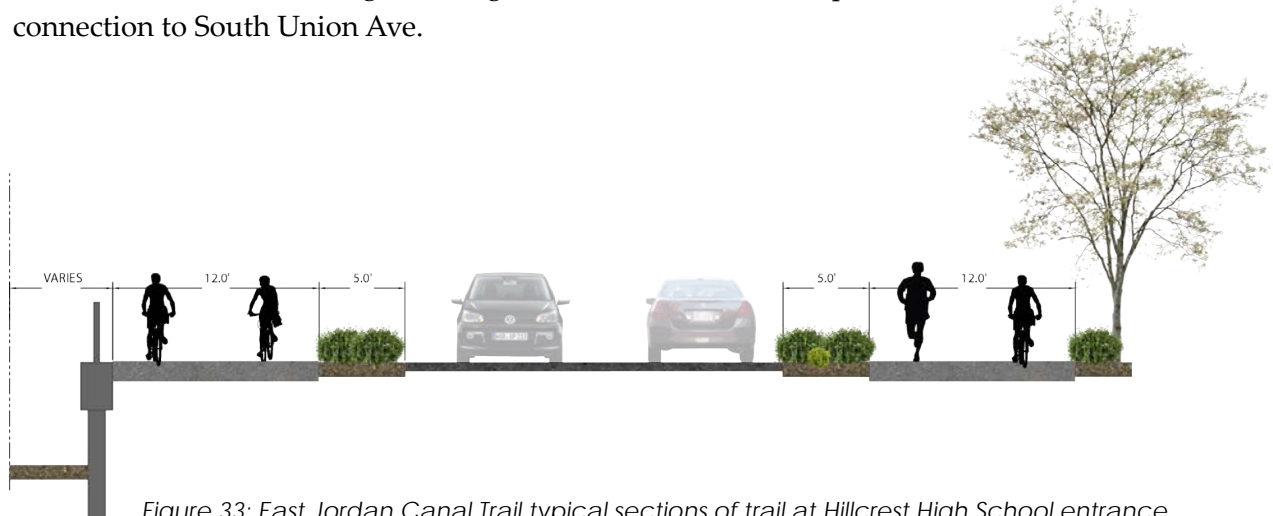


Figure 33: East Jordan Canal Trail typical sections of trail at Hillcrest High School entrance.

South Union Ave Protected Bike Lanes: 900 E to Creekview Apartments

The proposed bike lanes on South Union Ave are part of project #279 and #27 in the Mid-Valley ATP. The active transportation facility in this stretch uses existing sidewalk and proposes 1' for existing gutter pans, 5' bike lanes, 3' buffers with low barrier walls, and two 12' travel lanes within the existing roadway width.

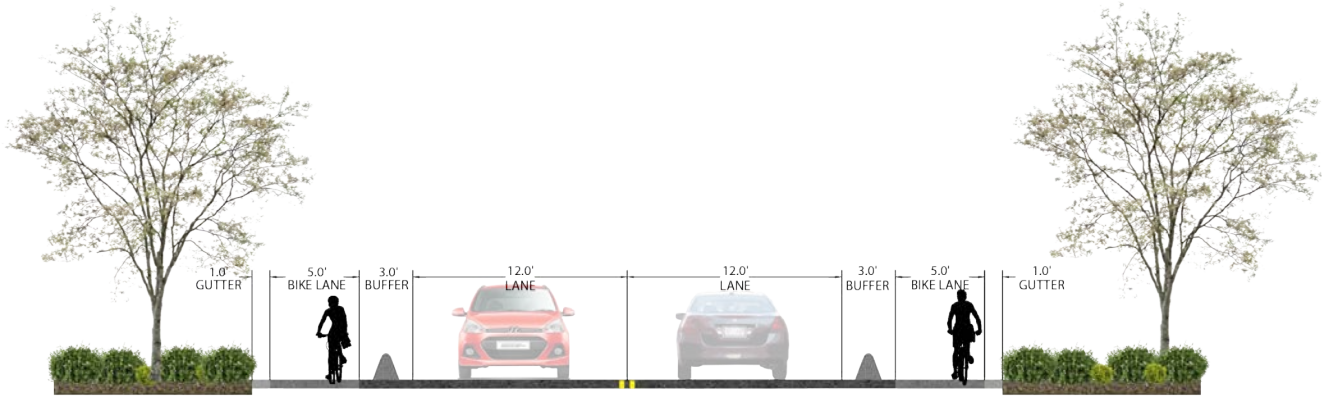


Figure 34: East Jordan Canal Trail typical sections of protected bike lanes on South Union Ave from 900 E to Creekview Apartments.

South Union Ave Protected Bike Lanes: Creekview Apartments to 1020 E

The active transportation facility in this stretch uses existing sidewalk and proposes 1' for existing gutter pans, 5' bike lanes, 1.5' buffers, two 11' travel lanes, and an 11' turning lane/median within the existing roadway width.

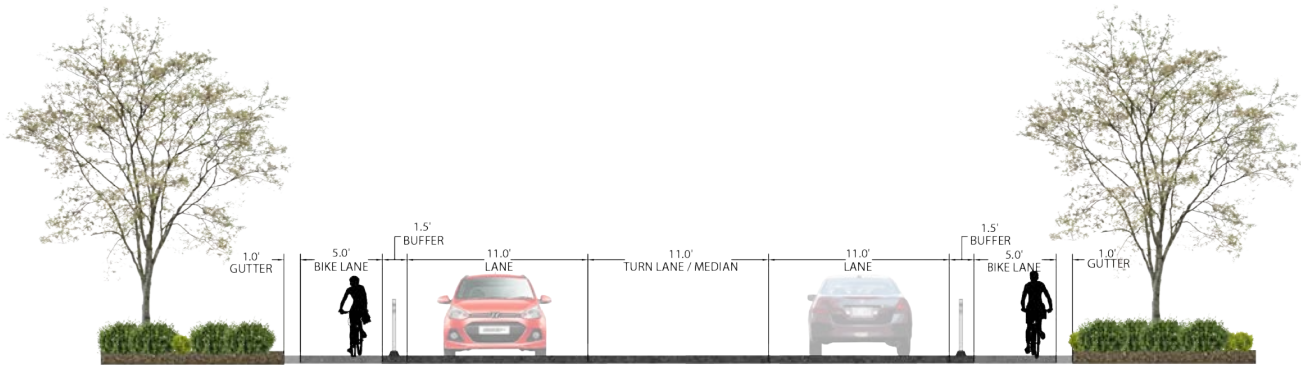


Figure 35: East Jordan Canal Trail typical sections of protected bike lanes on South Union Ave from Creekview Apartments to 1020 E.

South Union Ave Protected Bike Lanes: 1020 E to Union Park Ave

The active transportation facility in this stretch uses existing sidewalk and proposes 1' for existing gutter pans, 5' bike lanes, 3' buffers with low barrier walls, two 11' travel lanes, and an 11' to 12' turning lane/median within the existing roadway width.

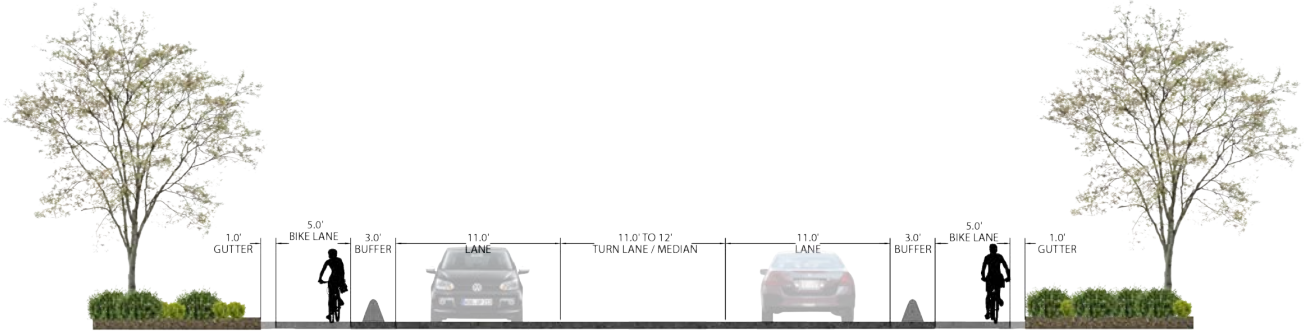


Figure 36: East Jordan Canal Trail typical sections of protected bike lanes on South Union Ave from 1020 E to Union Park Ave.

Creek Rd Protected Bike Lanes: Union Park Ave to Aspire Surgical

The proposed bike lanes on Creek Rd are part of project #27 in the Mid-Valley ATP. The active transportation facility in this stretch uses existing sidewalk and proposes 1' for existing gutter pans, 6' bike lanes, 3' buffers with low barrier walls, two 12' travel lanes, and a 12' turning lane/median within the existing roadway width.

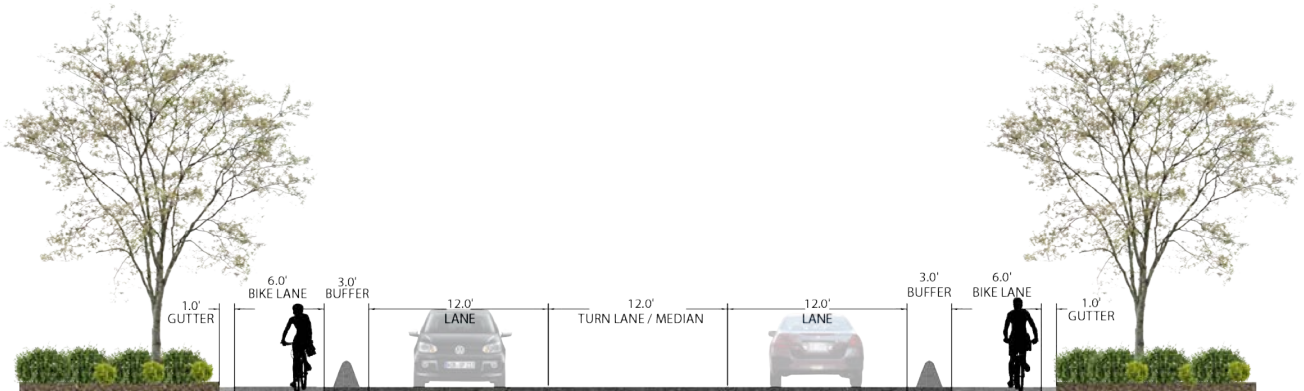


Figure 37: East Jordan Canal Trail typical sections of bike lanes on Creek Rd from Union Park Ave to Aspire Surgical.

Creek Rd Protected Bike Lanes: Aspire Surgical to Siesta Dr

The active transportation facility in this stretch uses existing sidewalk and proposes 1' for existing gutter pans, 5' bike lanes, 3' buffers with low barrier walls, and two 12' travel lanes within the existing roadway width.

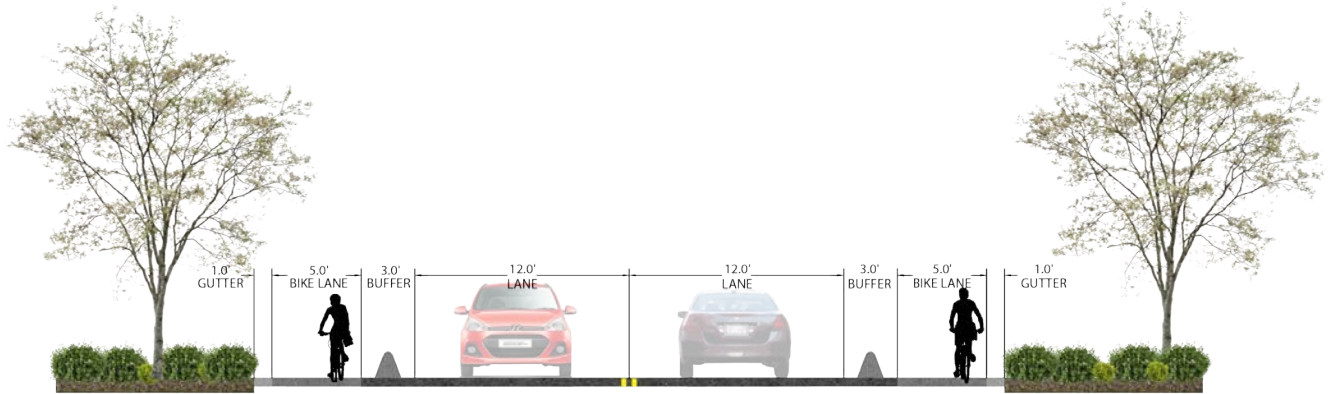


Figure 38: East Jordan Canal Trail typical sections of protected bike lanes on Creek Rd from Aspire Surgical to Siesta Dr.

Jordan and Salt Lake City Canal Trail Typical Sections

Trail on Left or Right Side of Canal

The proposed trail has a 12' width with the exception of a 10' width minimum and pedestrian railing on the canal side when Right-of-Way constraints and steep canal drop offs are present.

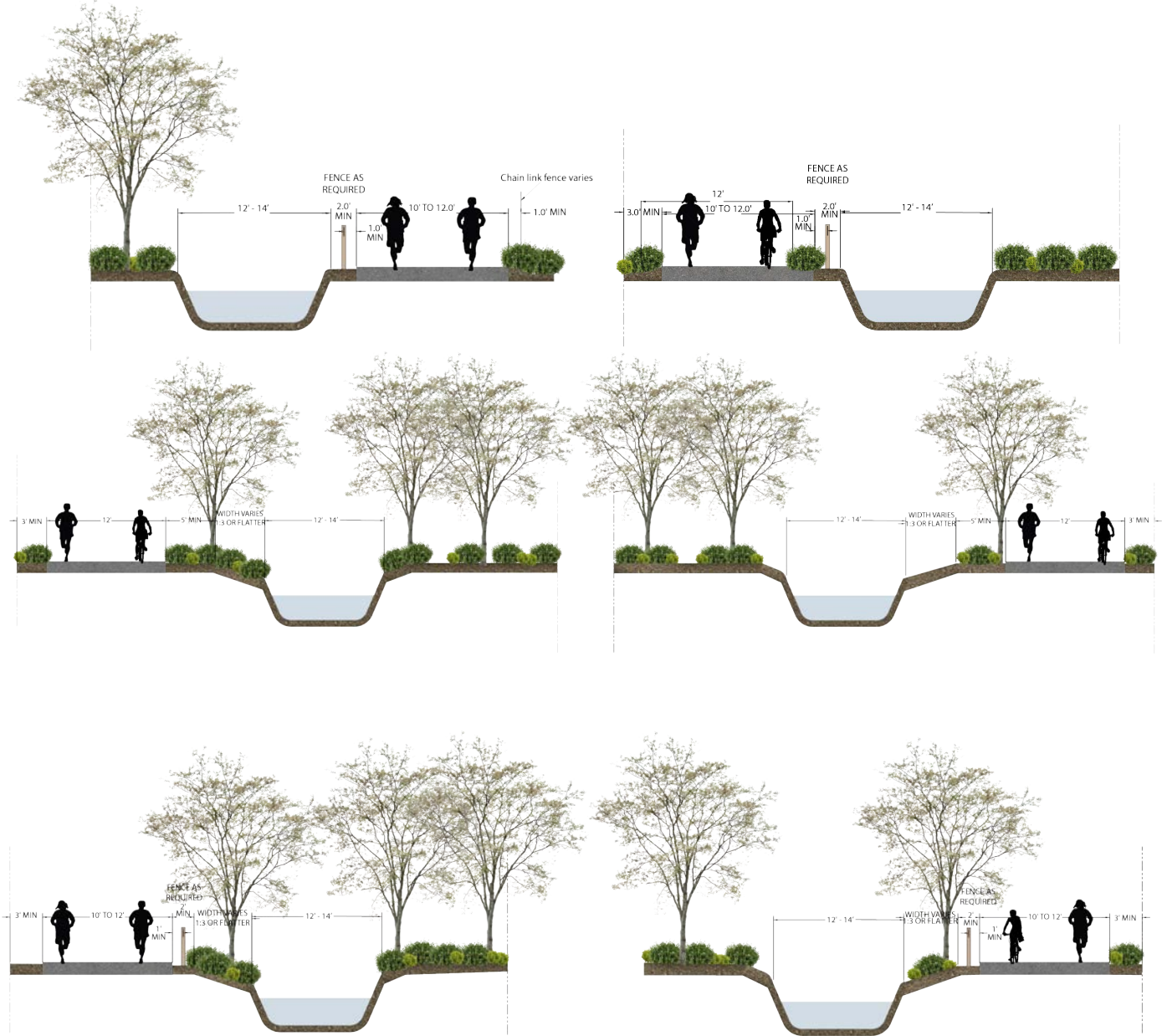


Figure 39: Jordan and Salt Lake City Canal Trail typical sections of trail on left or right side of canal.

Trail over Canal Enclosure

The trail has a 12' width minimum with the canal enclosed in a culvert in areas where a canal enclosure may be required due to Right-of-Way constraints or maintaining a perpendicular crossing at the approaches of roadways.

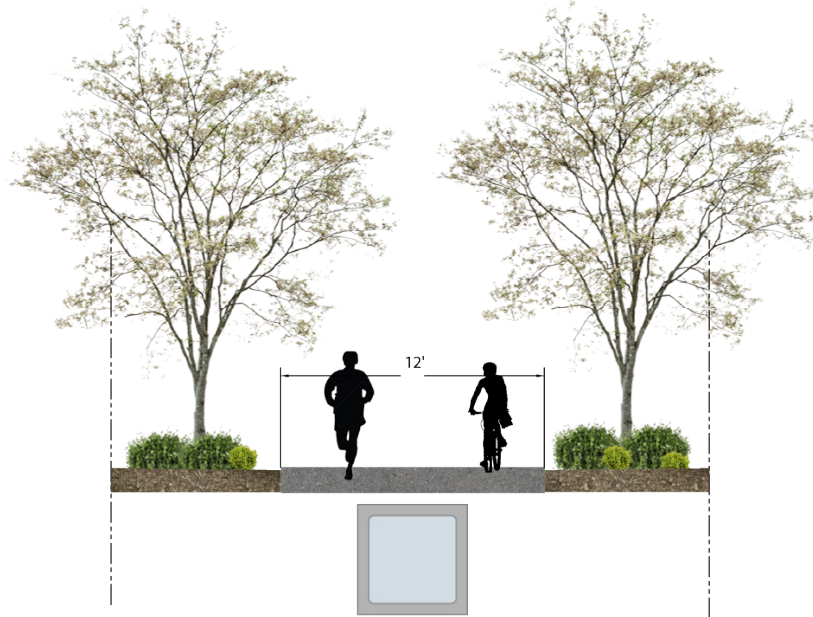


Figure 40: Jordan and Salt Lake City Canal Trail typical sections of trail over canal enclosure.

700 E Protected Bike Lanes

This typical section is an alternative option for connecting the canal trail from Timbercraft Ln to 6770 S that includes the existing sidewalk and proposes 1' for existing gutter pans, 5' bike lanes, 2' buffers with low barrier walls, two 11' travel lanes, and a 12' turning lane/median within the existing roadway width. 700 E is planned for future bike lanes as a part of project #16 in the Mid-Valley ATP.

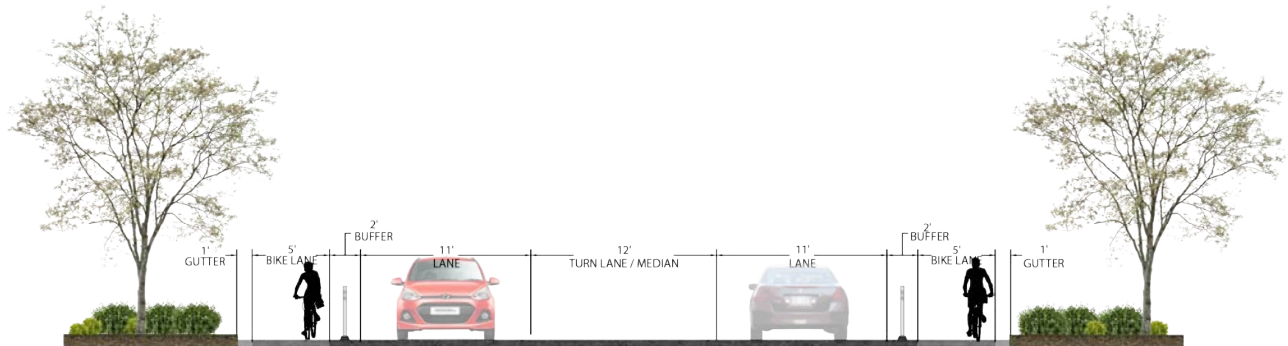


Figure 41: Jordan and Salt Lake City Canal Trail typical sections of bike lanes along 700 E.

900 E Bridge Protected Bike Lanes

This typical section provides a trail connection across I-215 Belt Route by utilizing the existing sidewalks of the 900 E Bridge and proposes 1' for existing gutter pans (at the northern and southern approaches), 7' bike lanes, 3' buffers with low barrier walls, four 12' travel lanes, and a 15' turning lane within the existing roadway width. 900 E is planned for future bike lanes as a part of project #2 in the Mid-Valley ATP.

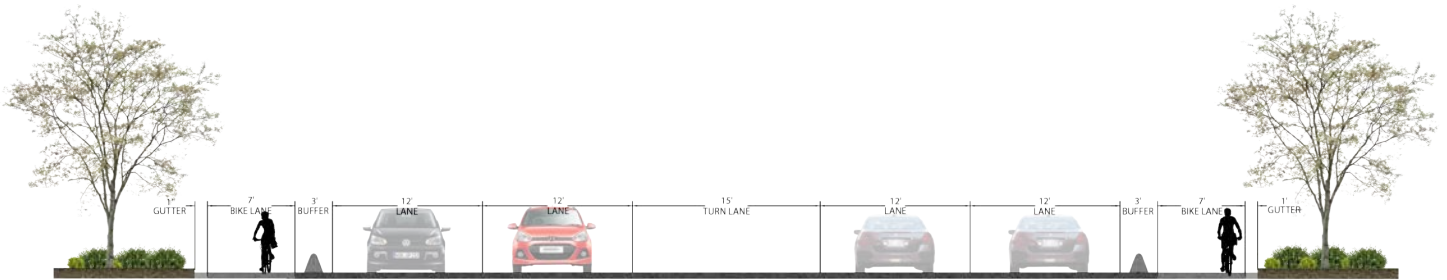


Figure 42: Jordan and Salt Lake City Canal Trail typical sections of protected bike lanes along 900 E.

7.0 Proposed Roadway Crossings

There are multiple locations along the Midvale Canal where enhanced crossing infrastructure is recommended due to the risk for trail users to encounter conflicts with vehicles while crossing. The project team studied each of these locations and developed crossing alternatives to determine the best solution from a safety, cost, and feasibility aspect. The features and applicability of each crossing are described in this section as well as existing examples displaying some of the recommended features.

“A” Crossing Types

A-1

This crossing type is most appropriate for crossings of local roads with low speeds and volumes. The features are intended to grab drivers’ attention, including the use of in-street pedestrian crossing signs, high-visibility crosswalks, and crossing warning signs. A raised crosswalk can reduce vehicle speeds and allows pedestrians to cross at grade with the sidewalk, which also makes them more prominent in a driver’s field of vision.

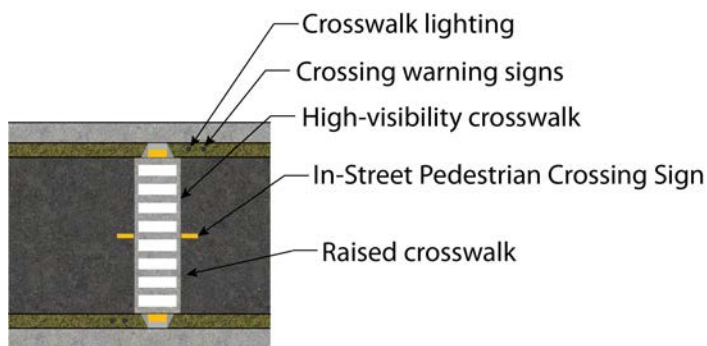


Figure 43: Proposed crossing type A-1.



Figure 44: Denver, Colorado example of features in crossing type A-1.

“B” Crossing Types

The following crossing types are most appropriate for crossings of collector streets which have higher speeds and volumes than local roads and require more protection for trail users. These crossings build on the high visibility crosswalks and crossing warning signs of the “A” crossing type and employ Rectangular Rapid-Flashing Beacons (RRFBs) for further protection. The RRFB flashes with high frequency when activated to attract driver attention to the presence of a pedestrian. These crossings can be activated via a button at pedestrian or bicyclist height. In addition, types B-2 and B-3, which are intended for crossing of streets with multiple lanes, include pedestrian refuge islands or bulbouts to shorten pedestrian crossing distances and reduce vehicle speeds.



Figure 45: Example of a crossing with a RRFB in Denver, Colorado.

B-1

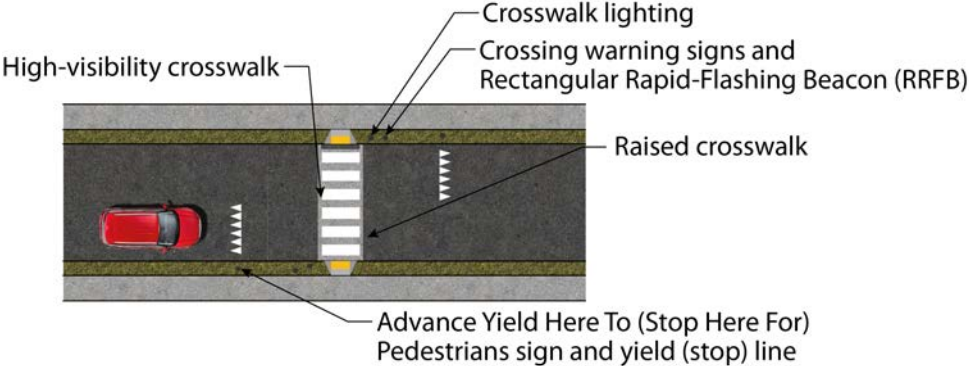


Figure 46: Proposed crossing type B-1.



Figure 47: Denver, Colorado example of features in crossing type B-1.

B-2

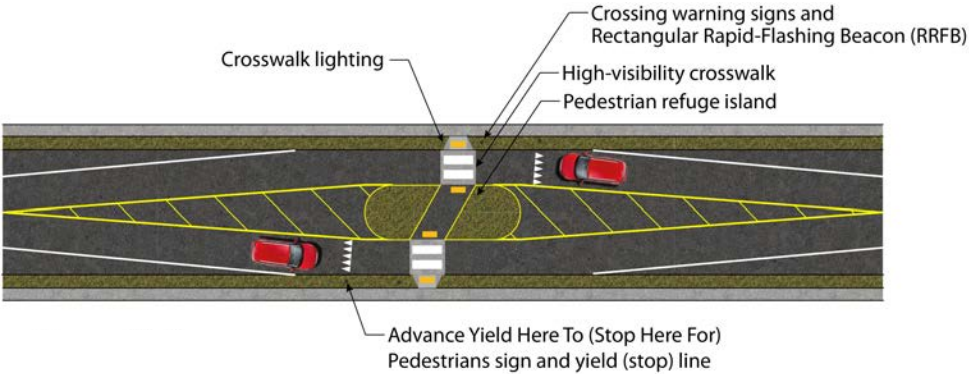


Figure 48: Proposed crossing type B-2.



Figure 49: Denver, Colorado example of features in crossing type B-2.

B-3

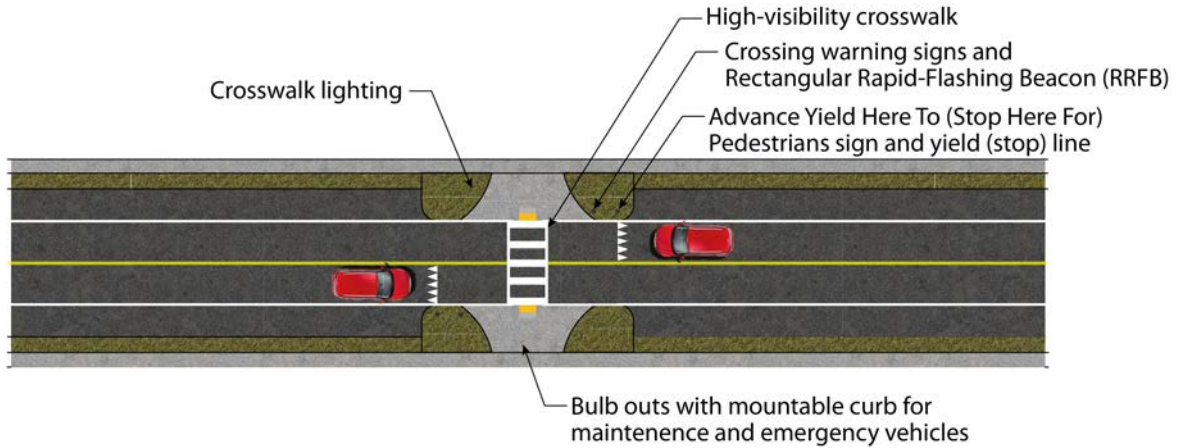


Figure 50: Proposed crossing type B-3.



Figure 51: Denver, Colorado example of features in crossing type B-3.

“C” Crossing Types

The “C” crossing types are most appropriate for collector roads with high speeds or volumes as well as arterial street crossings. In order to provide a safe crossing for pedestrians in these environments, these crossings include pedestrian refuge islands and Pedestrian Hybrid Beacons (PHBs). The PHB is activated by the trail user and provides a red signal indication to the motorist, requiring a complete stop and removing any judgement from drivers. Additionally, the PHB allows motorists to proceed once the pedestrian has finished crossing their side of the road, reducing vehicle delay.

C-1

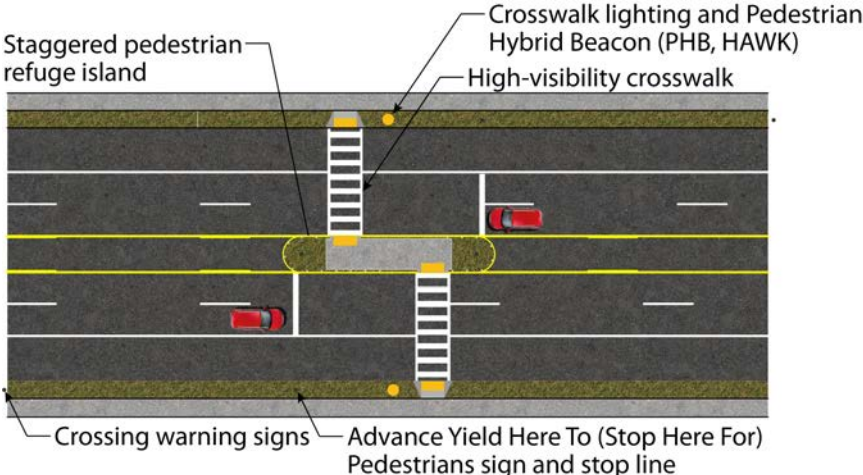


Figure 52: Proposed crossing type C-1.



Figure 53: Denver, Colorado example of features in crossing type C-1.

C-2

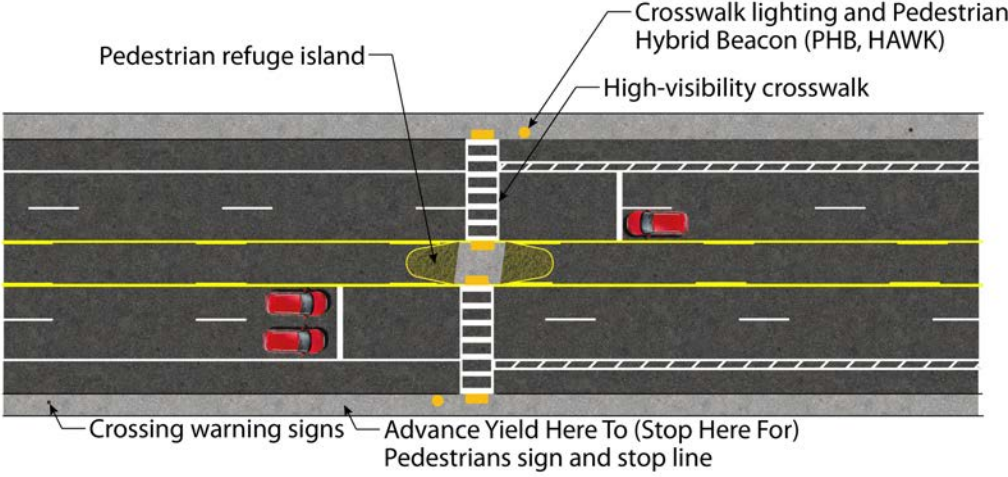


Figure 54: Proposed crossing type C-1.



Figure 55: Downtown Salt Lake City example of features in crossing type C-2.

“D” Crossing Types

D-1

This crossing type is applicable for trail crossings of railroad tracks. In cases where there are active tracks, it is necessary to provide signage warning trail users, safety messages, and a surface which allows bicycle and pedestrian movement. In this crossing type, automated pedestrian gates are also implemented to further increase trail user safety while minimizing discomfort from other strategies used to improve railroad crossing safety and encourage users to slow down and observe both directions (such as chicane gates).

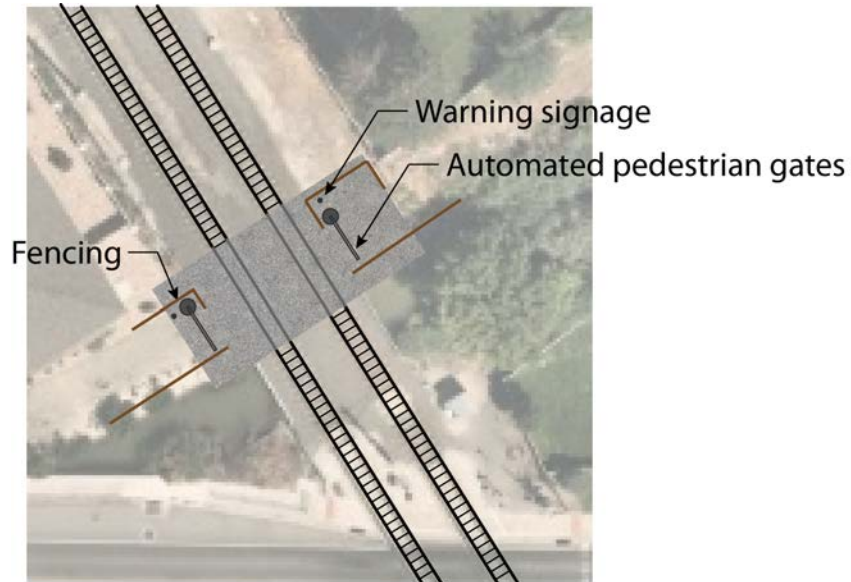


Figure 56: Proposed crossing type D-1.



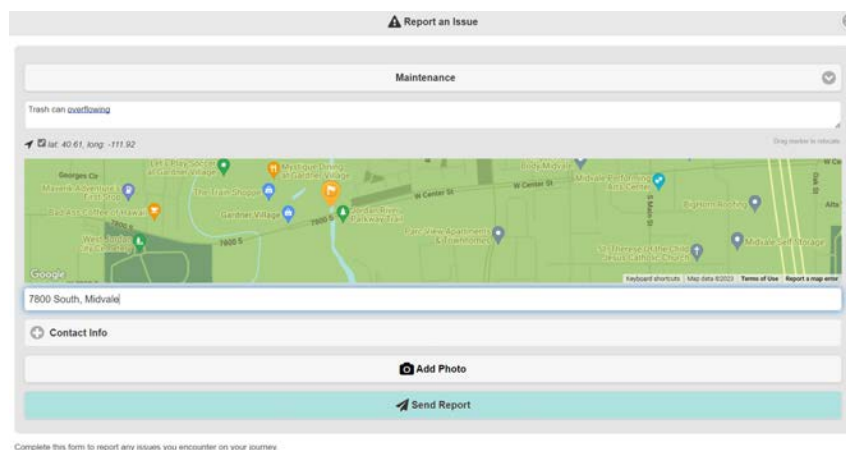
Figure 57: Denver, Colorado example of features in crossing type D-1.

8.0 Maintenance & Safety Considerations

Maintenance

As with any transportation facility, maintenance considerations should be discussed prior to project construction. Understanding maintenance responsibility (department), establishing a regular maintenance activities schedule following seasonal events (such as winter storms), and appropriately budgeting necessary maintenance staff are all critical to project success.

A segment of the 45-mile Jordan River Parkway Trail (6600 South to 7800 South) traverses through Midvale. The Jordan River Commission website directs visitors to report any maintenance problems discovered along the trail via the www.myjordanriver.org mobile app (Figure 55 below). Upon completion of the Midvale Canal Trails, updating the webpage to provide similar information regarding maintenance issues and reporting for the proposed trails would be beneficial.



Complete this form to report any issues you encounter on your journey.

Figure 58: Jordan River Commission issue reporting application.

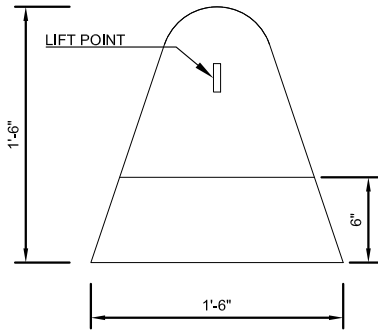
Safety

Vertical Protection for Bikeway Segments

For the segments of the trail where on-street bike lanes are proposed, installing low barrier walls (LBW) is one recommended design alternative. LBWs are a good option to provide protection for cyclists on low-speed roadway through the use of a physical barrier between the bike lane and the vehicular travel lane. For the walls to be effective breaks and intersections need to be designed to slow vehicles and provide effective visibility for cyclist in the bike lane.



Figure 59: Low Barrier Wall project example in Boulder, CO, street view.



In addition to intersection design, the bike facility requires additional width to provide a buffer from the edge of the bike lane and the travel lane. Typically it is recommended to have a 3-foot buffer to place the LBWs.

Figure 60: Low Barrier Wall project example in Boulder, CO, end view detail.

Protected Intersections

Protected intersections are proposed along the East Jordan Canal Trail where the path shifts to bike lanes. The design of protected intersections keeps bicycles separated physically from motor vehicles until the intersection. The design also reduces the likelihood of high speed vehicle turns and reduces the distance and time during which bicyclists are exposed, which provides more comfortable and safer crossings.

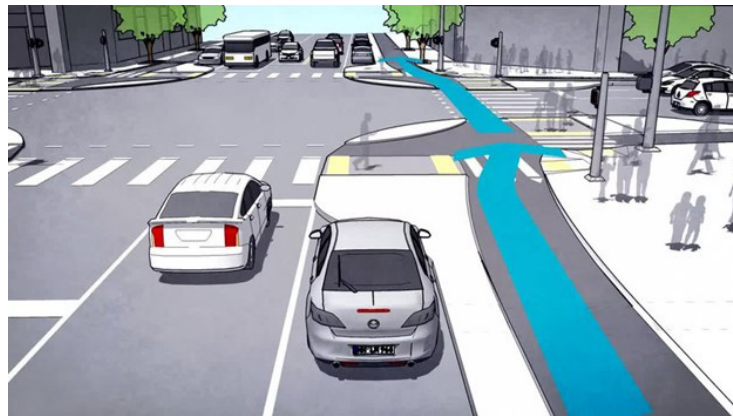


Figure 61: Graphic of a protected intersection.



Figure 62: Example of a protected intersection at 200 W and 300 S in Salt Lake City, Utah.

9.0 Stakeholder & Community Engagement

Stakeholder Involvement

Several meetings with the project team and stakeholders were held during 2022 and 2023. These meetings discussed the feasibility of constructing the Midvale Canal Trails. Members of the project team included those from Consor Engineers as well as Midvale City.

November 15, 2022 Kick Off Meeting

At the kickoff meeting, the project team agreed that the goal of the project was to produce a report that identified the feasibility of implementing a trail along the Jordan and Salt Lake Canal. Several factors were discussed. Primary concerns include safety issues such as the presence of water, the potential for drowning, blind corners, and property encroachment. In discussion there was a focus on balancing screening and privacy for residences along the canal, as well as addressing fears of crime in densely vegetated areas. The canal trail is currently used as an amenity for a small portion of the population, but residential property encroachment could pose challenges. The meeting also presented typical cross-sections for trail sizes, discussing the pros and cons for each, and emphasized the importance of easy access for canal maintenance.

Community Engagement

Neighborhood-focused community engagement was flagged as a high-priority early on, given the proximity of the canals to existing residential and commercial property fences and backyards.

Community Open House – May 11, 2023

The project team distributed more than 900 postcards to residences adjacent to both proposed canal trails to promote the open house. According to the sign-in log, 61 people attended the open house. However, the project team estimates that total attendance was closer to 90 due to singular sign-ins by groups of attendees. Of those who submitted comment logs at the open house, 9 expressed support for the project, 6 expressed support for the project with concerns and 21 opposed the project. Many of the comments in opposition to the trails were submitted by those living adjacent or very close to the proposed alignment.

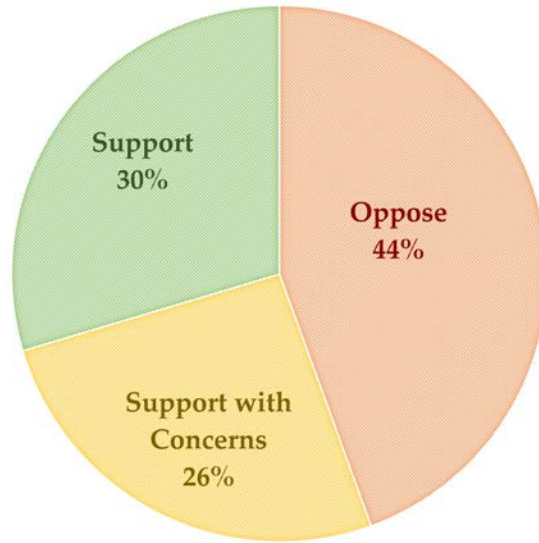


Figure 63: Public engagement at the Open House on May 11, 2023.

Online Comment Form – May 11 – June 1

In addition to gathering feedback from in-person Open House attendees, the project team posted all meeting boards to the [Project Webpage](#), as well as a comment form. Comments regarding the proposed trails were accepted until June 1st, 2023. Figure 64 below provides a summary of the level of support and themes of concern indicated by the public, and Figure 65 displays the location and level of support of those comments which included addresses.

OVERALL PROJECT SENTIMENT



COMMENT THEMES

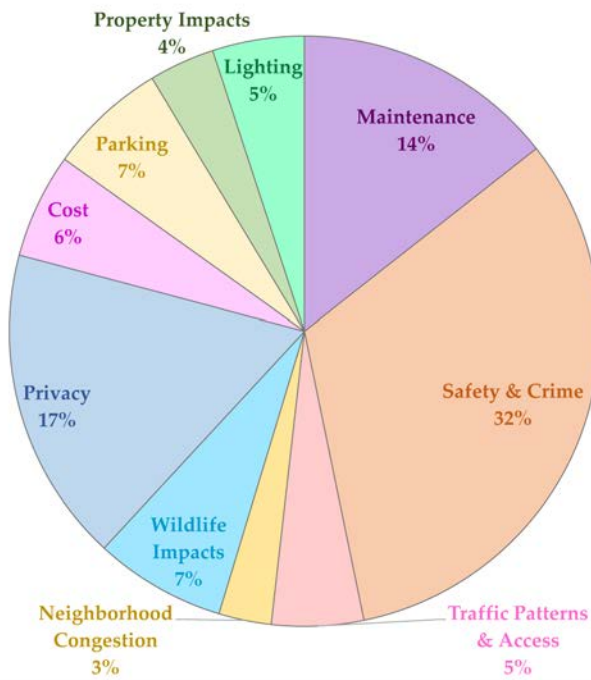
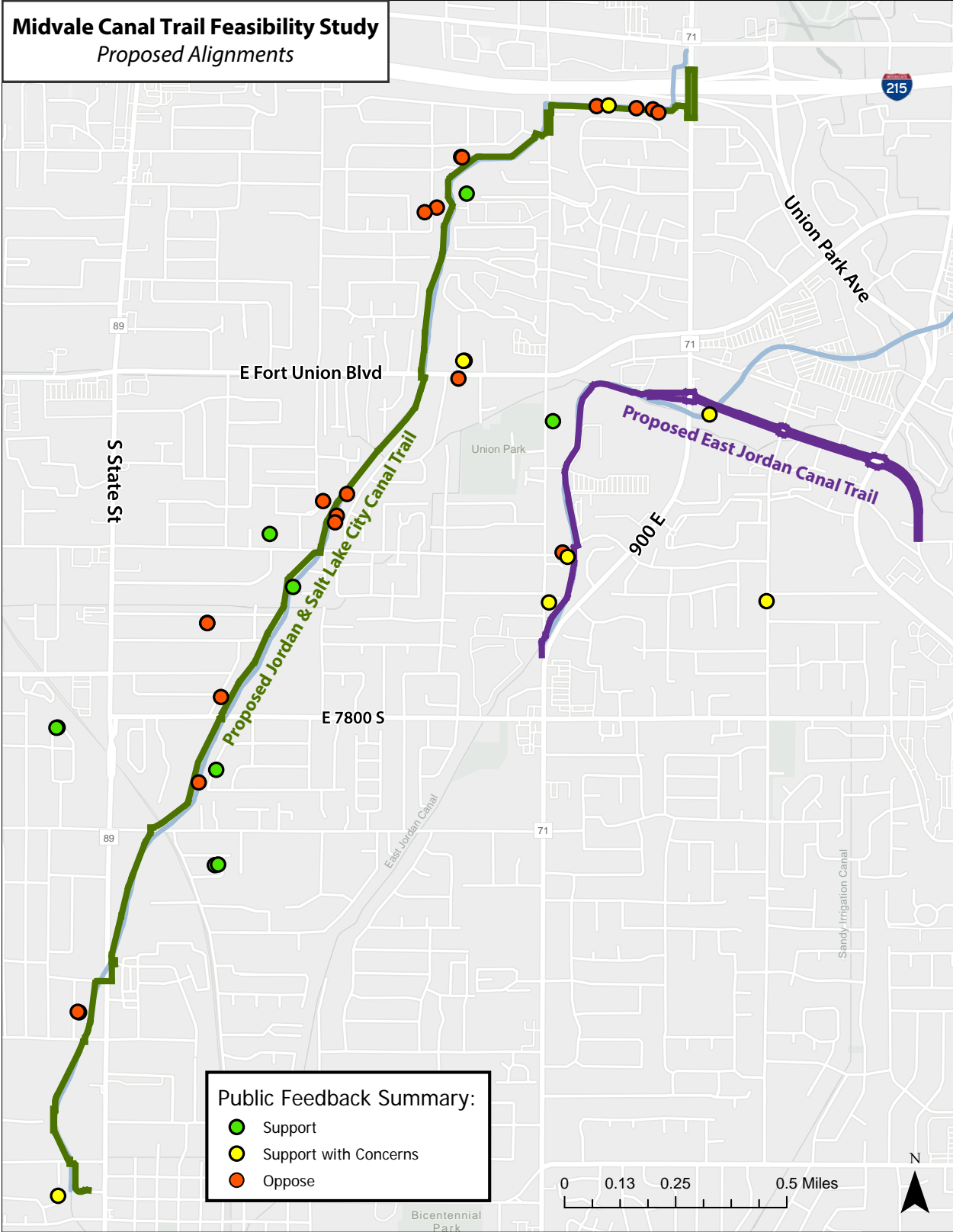


Figure 64: Summary of public sentiment.



10.0 Cost Estimate of Proposed Trails

MIDVALE TRAIL CONCEPTUAL OPINION OF PROBABLE COST

East Jordan Canal Trail

5/30/2023

SEGMENT	%	SEGMENT #1	SEGMENT #2	SEGMENT #3	TOTAL (SEGMENT 1-3)
Base Trail		\$ 236,544	\$ 397,656	\$ 1,101,658	\$ 1,735,858.20
Required Enclosures		\$ 84,302	\$ 40,078	\$ -	\$ 124,380.00
Preferred Enclosures		\$ 71,864	\$ -	\$ -	\$ 71,864.00
Trail Crossings		\$ 35,000	\$ 350,000	\$ -	\$ 385,000.00
Property Acquisition		\$ 173,850	\$ 1,343,565	\$ 78,615	\$ 1,596,030.00
SUBTOTAL		\$ 601,560	\$ 2,131,299	\$ 1,180,273	\$ 3,913,132
SCOPE CONTINGENCY	20.0%	\$ 120,312	\$ 426,260	\$ 236,055	\$ 782,626
TRAIL HARD COST		\$ 721,872	\$ 2,557,559	\$ 1,416,328	\$ 4,695,759
CONSTRUCTION					
General Conditions	5.5%	\$ 39,703	\$ 140,666	\$ 77,898	\$ 258,267
Mobilization	8.0%	\$ 57,750	\$ 204,605	\$ 113,306	\$ 375,661
Material Testing	1.0%	\$ 7,219	\$ 25,576	\$ 14,163	\$ 46,958
Erosion Control	3.0%	\$ 21,656	\$ 76,727	\$ 42,490	\$ 140,873
Traffic Control	4.0%	\$ 28,875	\$ 102,302	\$ 56,653	\$ 187,830
Construction Survey	2.0%	\$ 14,437	\$ 51,151	\$ 28,327	\$ 93,915
SUBTOTAL CONSTRUCTION	23.5%	\$ 169,640	\$ 601,026	\$ 332,837	\$ 1,103,503
TOAL CONSTRUCTION COST		891,512	3,158,585	1,749,165	5,799,262
DESIGN & PLANNING					
Planning	1.5%	\$ 13,373	\$ 47,379	\$ 26,237	\$ 86,989
Design	9.5%	\$ 84,694	\$ 300,066	\$ 166,171	\$ 550,930
Environmental Oversight	1.0%	\$ 8,915	\$ 31,586	\$ 17,492	\$ 57,993
SUBTOTAL DESIGN AND PLANNING	12.0%	\$ 106,981	\$ 379,030	\$ 209,900	\$ 695,911
Owner Contingency (UDOT)	10.0%	\$ 99,849	\$ 353,762	\$ 195,906	\$ 649,517
PROJECT TOTAL		\$ 1,098,343	\$ 3,891,377	\$ 2,154,971	\$ 7,144,691
Base Trail		\$ 431,887.71	\$ 726,050	\$ 2,011,434	\$ 3,169,372
Required Enclosures		\$ 153,921	\$ 73,175	\$ -	\$ 227,096
Preferred Enclosures		\$ 131,211	\$ -	\$ -	\$ 131,211
Trail Crossings		\$ 63,904	\$ 639,038	\$ -	\$ 702,942
Property Acquisition		\$ 317,420	\$ 2,453,113	\$ 143,537	\$ 2,914,070
Total Length of Trail (LF)		1634	3478	5241	10,353
\$/LF		\$ 672.18	\$ 1,118.85	\$ 411.18	\$ 690.11

Notes:

1. Estimate is based on feasibility study.
2. Estimates are based on the difference of alternatives to enclose the canal or keep the trail adjacent to the canal.
3. Estimate is based on best available information and is subject to change due to market conditions or scope changes.

MIDVALE TRAIL CONCEPTUAL OPINION OF PROBABLE COST
Jordan & Salt Lake City Canal Trail
5/30/2023

SEGMENT	%	SEGMENT #1	SEGMENT #2	SEGMENT #3	SEGMENT #4	TOTAL (SEGMENT 1-4)
BASE TRAIL		\$ 284,592	\$ 214,368	\$ 1,369,200	\$ 432,546	\$ 2,300,706.40
REQUIRED ENCLOSURES		\$ -	\$ 483,009	\$ -	\$ -	\$ 483,009.00
PREFERRED ENCLOSURES		\$ 225,957	\$ 540,362	\$ 1,098,690	\$ 199,699	\$ 2,064,708.00
TRAIL CROSSINGS		70,000	300,000	395,000	320,000	\$ 1,085,000.00
PROPERTY ACQUISITION		0	271,365	0	25,995	\$ 297,360.00
SUBTOTAL		\$ 580,549	\$ 1,809,104	\$ 2,862,890	\$ 978,240	\$ 6,230,783
SCOPE CONTINGENCY	20.0%	\$ 116,110	\$ 361,821	\$ 572,578	\$ 195,648	\$ 1,246,157
TRAIL HARD COST		\$ 696,659	\$ 2,170,925	\$ 3,435,468	\$ 1,173,888	\$ 7,476,940
CONSTRUCTION						
General Conditions	5.5%	\$ 38,316	\$ 119,401	\$ 188,951	\$ 64,564	\$ 411,232
Mobilization	8.0%	\$ 55,733	\$ 173,674	\$ 274,837	\$ 93,911	\$ 598,155
Material Testing	1.0%	\$ 6,967	\$ 21,709	\$ 34,355	\$ 11,739	\$ 74,769
Erosion Control	3.0%	\$ 20,900	\$ 65,128	\$ 103,064	\$ 35,217	\$ 224,308
Traffic Control	4.0%	\$ 27,866	\$ 86,837	\$ 137,419	\$ 46,956	\$ 299,078
Construction Survey	2.0%	\$ 13,933	\$ 43,418	\$ 68,709	\$ 23,478	\$ 149,539
SUBTOTAL CONSTRUCTION	23.5%	\$ 163,715	\$ 510,167	\$ 807,335	\$ 275,864	\$ 1,757,081
TOAL CONSTRUCTION COST		860,374	2,681,092	4,242,803	1,449,752	9,234,021
DESIGN & PLANNING						
Planning	1.5%	\$ 12,906	\$ 40,216	\$ 63,642	\$ 21,746	\$ 138,510
Design	9.5%	\$ 81,735	\$ 254,704	\$ 403,066	\$ 137,726	\$ 877,232
Environmental Oversight	1.0%	\$ 8,604	\$ 26,811	\$ 42,428	\$ 14,498	\$ 92,340
SUBTOTAL DESIGN AND PLANNING	12.0%	\$ 103,245	\$ 321,731	\$ 509,136	\$ 173,970	\$ 1,108,083
Owner Contingency (UDOT)	10.0%	\$ 96,362	\$ 300,282	\$ 475,194	\$ 162,372	\$ 1,034,210

PROJECT TOTAL		\$ 1,059,980.30	\$ 3,303,105.50	\$ 5,227,133.27	\$ 1,786,094.80	\$ 11,376,313.87
BASE TRAIL		\$ 519,615	\$ 391,398	\$ 2,499,918	\$ 789,754	\$ 4,200,685
REQUIRED ENCLOSURES		\$ -	\$ 881,889	\$ -	\$ -	\$ 881,889
PREFERRED ENCLOSURES		\$ 412,558	\$ 986,606	\$ 2,006,015	\$ 364,615	\$ 3,769,793
TRAIL CROSSINGS		\$ 127,808	\$ 547,747	\$ 721,200	\$ 584,264	\$ 1,981,019
PROPERTY ACQUISITION		\$ -	\$ 495,465	\$ -	\$ 47,462	\$ 542,927
Total Length of Trail (LF)		2021	2757	9740	3292	17810
\$/LF		\$ 524.48	\$ 1,198.08	\$ 536.67	\$ 542.56	\$ 638.76

Notes:

1. Estimate is based on feasibility study.
2. Estimates are based on the difference of alternatives to enclose the canal or keep the trail adjacent to the canal.
3. Estimate is based on best available information and is subject to change due to market conditions or scope changes.

11.0 Conclusion & Recommendations

Following the review of existing conditions, analysis of physical characteristics of the project sites, and interaction with stakeholders and affected residents, the project team has determined that the Jordan and Salt Lake City Canal Trail and the East Jordan Canal Trail are feasible projects as outlined in this document. Though minor alignment and topographical challenges exist along the corridor and resident concerns require further addressing, these two proposed canal-side trails ultimately offer significant recreational and economic benefits and provide much-needed multimodal connections and routes to schools throughout the Midvale area. Furthermore, the two proposed trails have been previously identified in planning documents such as the Midvale City Active Transportation Plan, and their development contributes to both local and state goals for active transportation and connectivity.

The project team has determined that the existing obstacles to trail construction can be overcome with a variety of strategies laid out in the proposed alignments. There are segments of the canals which do not include enough existing Right-of-Way to provide a adequate width trail along the canal. The project team believes that this challenge can be addressed by enclosing the canal in these issue areas, which provides an added benefit of increased trail safety. Additionally, enclosure of the canal allows for perpendicular crossings of the roadways along the alignments which provides for safer crossings at these points.

Public input regarding these proposed trails was collected at a public Open House and via an online comment form. Reactions to the proposed trails were mixed, particularly among property owners directly adjacent to the canals. The largest areas of concern among the community related to trail maintenance, safety, and privacy. The project team believes these concerns can be mitigated via ongoing education regarding the benefits of multi-use paths, including their positive impacts on property values and in reducing crime. The project team also recommends close coordination with adjacent property owners as design and implementation of these trails continues, which can include investigating design mitigations to address concerns of individual stakeholders. Involving the impacted residents in the planning and design phases will allow for the trails to ultimately reflect community values and desires, and can bolster a sense of ownership among the community which has a direct impact on the success of such a project.

The creation of the Jordan and Salt Lake City Canal Trail and the East Jordan Canal Trail would provide local and regional connectivity that would allow Midvale residents and visitors to commute to work, travel safely to school, recreate, and access key destinations. The total cost of the two trails (including protected bike lanes on designated on-street portions) is estimated to be roughly \$18.5M (depending on extent of canal enclosure), with significant benefits to the community. The project team recommends that implementation of the two trail projects move forward into the next phases, including identification of funding sources, development of design concepts, and continued engagement with the community as alternatives are explored.

12.0 Works Cited

- Avenue Consultants. (2021, February 12). Mid-Valley Active Transportation Plan. <https://storymaps.arcgis.com/stories/c750e48b2d3e432fa461ac73a56ff780>
- Braceras, C. (2023, April 20). Building a Statewide Trail Network for All. LinkedIn. <https://www.linkedin.com/pulse/building-statewide-trail-network-all-carlos-braceras/>
- Corning, S., R. Mowatt, and H. Chancellor. (2012). "Multiuse Trails: Benefits and Concerns of Residents and Property Owners." *Journal of Urban Planning and Development* 138(4): 277-285.
- Dartnell, C., Grosso, R., & Mildner, C. (n.d.). The Benefits of Shared Use Paths, By the Numbers. <https://www.kittelson.com/ideas/the-benefits-of-shared-use-paths-by-the-numbers/>
- Hooton Jr., L. W. (1993, September 17). An AWWA National Landmark: The Jordan and Salt Lake City Canal. Intermountain Section of the American Water Works Association Annual Conference. <http://www.slcdocs.com/utilities/NewsEvents/news2000/news06062000.htm>
- Lawson, M. (2016, Spring). Measuring Trails Benefits: Quality of Life. <https://headwaterseconomics.org/wp-content/uploads/trails-library-quality-of-life-overview.pdf>
- MHTN Architects, Alta, Parametrix, Leland Consulting Group, Midvale City, Wasatch Front Council of Governments, & UDOT. (2022, November). Midvale State Street Corridor Study. https://ehq-production-us-california.s3.us-west-1.amazonaws.com/05465901deec8b35cfbfb6ecfb57e6c3bed62c95/original/1666818965/75acc8fb84becb1e821eb8ba822d7ed2_West_End_Design_Guidelines_Zoning_Comparison_Draft.pdf
- Mountainland Association of Governments. (n.d.). Murdock Canal Trail. TrailLink. <https://www.trailink.com/trail-maps/murdock-canal-trail/>
- Salt Lake County. (2022, November 15). White City Canal Trail Plan. Parks & Recreation. <https://slco.org/parks-recreation/planning/current-projects/white-city-canal-trail-plan/>
- TrailLink. (n.d.). Sandy Canal Trail. <https://www.trailink.com/trail/sandy-canal-trail/>
- United States Census Bureau. (2021). ACS Demographics and Housing Estimates. Explore Census Data. <https://data.census.gov/table?q=population&g=160XX00US4949710&y=2021>
- The University of Utah. (n.d.). East Jordan Canal. Hidden Water - City Creek. <https://hiddenwater.org/eastJordanCanal.html>
- Wasatch Front Range Council, Avenue Consultants, & Fehr & Peers. (n.d.). Midvale City Active Transportation Plan. Mid-Valley Active Transportation Network. <https://drive.google.com/file/d/19XgfX4v6HUh6L3h-MimRqni3nr2W89Ax/view>

Feasibility Study
Appendix

A

Public Feedback

Comment #	DATE	TASK	RECEIVED
1	5/12/2023	<p>From Hammondguy: Three concerns. First, do you know the Salt Lake City controls the canal. They're responsible for the maintenance and the Jordan and Salt Lake. Canal company own the area. The second has been brought up before, but I'm going to mention it again relating to 700 E. It is now a speedway that has been uncontrolled for sometime. The main reason for that concern is there will be not just grown adults. Crossing 700 E. by the bridge but I am assuming younger people to and children. On the Jordan river walkway there is only a few crossings and those are on Minor Street. Fort Union is also a great concern. So there are traffic lights that people are used to seeing on 7200 S. The final concern is the termination close to 900 E. you actually know you're crossing into Murray property at that point in time. In fact, there's a sliver of Murray on seventh E. Right at the south end of the overpass. I'm also assuming you will be following the road on the north side of the canal. It would seem a cleaner exit would be across the bridge on the west side of 700 E. to Winchester and then east to 900 E.. I wish I could've been to your meeting but the timing was not good.</p>	Website
2	5/12/2023	<p>From Jerry Simpson: I should have spent more time studying the pathway cross sections than I did. I have a couple of concerns about the section along South Union Avenue. One is the curb between the traffic lanes and the trail pathway. As a young boy I was cycling down Big Cottonwood Canyon and crossing a bridge with an elevated curb to my right when a car approached from behind. I moved as far to the right as I could to allow the vehicle to pass when my foot and pedal struck the curb causing me to swerve left and near the path of the approaching car. The trail would have cycle and walking traffic moving both directions and I wonder about the amount of room to accommodate passing. On South Union there is a bus stop at about 1100 East which would need to allow passage of handicapped passengers. There are also utility power poles and guy wires between the existing sidewalk and the roadway shoulder which crowd walkers when passing even now. Another thing to consider is where the snow will be plowed from the traffic lanes during winter. I like the idea of a physical barrier between car traffic and the trail but wonder if it might raise more problems than it would solve. There is another possible route that might be considered to get around one of the poles and the bus stop. The street 7275 South just south of Walmart is wide and carries light traffic. From 1300 East to 1105 East and then on private property west on the north side of the substation (North Union Ave.) to 1035 East thence south to South Union Ave. is an alternate route to consider if the private property holders would agree.</p>	Email to Ashlie Albrecht
3	5/10/2023	<p>From alex_barber: I think this trail concept is a wonderful idea. I strongly support pedestrian focused projects just like this. My children, spouse, pets and myself live off of 10th between the intersections of Mecham and 1000 E and 7625 S and 1000 E and would definitely utilize this resource. We love walking the neighborhood, occasionally walking to Union Park and would love to add the proposed East Jordan Canal trail to our route in the future. These walkable paths would be a great addition to the east side of Midvale. I often see pedestrians walking around and would love to see more of it. I am sure the study has identified the potential for connections to public transit, but I want to emphasize how important paths like this are to granting access for our community to the UTA resources we have in the area. The East trail would connect Hillcrest to the UTA 213 Route, which is great, but even more impact would be realized when connecting all the neighborhoods across the Jordan & SLC canal to the routes on State Street, Fort Union and the Trax connection at Midvale Center. New trails would provide a safer route for pedestrians and cyclists, potentially reducing some of the traffic on local roads and minimizing pedestrian and vehicle contact when compared to current routes through the area. Again, I would like to strongly voice my support. I wish I could attend the meeting in person, but I hope to see this project come to fruition and would love to see extensions to improve walkability and provide more recreation options in under utilized corridors just like these. Thanks for reading!</p>	Website
4	5/10/2023	<p>From Gail Artrip: I won't be able to attend the open house but this would be an awesome trail! Definitely in favor! Gail Artrip 153 Station Landing Way in Midvale</p>	Email to Adam Olsen
5	5/11/2023	<p>From Marette Monson: I own a business at 940 east south union Ave. The traffic at the stop light on 9th east and south union Ave is usually backed up past my driveway in the mornings and afternoons when school starts and ends because students are driving to and from the high school. During those times the only way I can get out of my driveway is to pull into the turn lane and signal to get over when the traffic light turns. Please do not eliminate the left turn lane at this area. I may not be able to get out of my business and this would affect customers going in and out of my business during those times. Thank you Marette Monson</p>	Website
6	5/11/2023	<p>From Jonny: I'm excited for this project and look forward to having the trail run behind my home. My main concern is maintenance - I want to be sure that the necessary resources go into upkeep.</p>	Website
7	5/11/2023	<p>From Michael Lynch: We live at the proposed trailhead at 900 East. We oppose the trail section along the I-215 soundwall. We are concerned about the congestion that will affect our neighborhood. The proposed placement of this trail will directly impact nesting waterfowl. In addition, there exists no flat surface on the south side of the canal. We have concerns about litter, and nighttime gang activity. The soundwall will invite graffiti. We also have concerns about privacy + safety (CRIME, Fire, Homeless). Expense - Jordan Riverwalk was made for biking and walking. We use it everyday.</p>	Public Open House

8	5/11/2023	<p>From Julie Morgan: We worked hard for what we have. We enjoy having a quiet home area. We enjoy the birds and squirrels in the trees behind our home. The ducks left when the canal was drained - sadly. We do not need nor want more accessibility to the canal behind our home. We bought our home due to the privacy. Making the canal more accessible will only bring more problems. Homeless, drug use, assault, etc. Lighting the area will definitely cause my home to be viewed. People will be able to see in my yard - my privacy gone. What about me - my rights, as a homeowner!? This is a disaster. No parking, no maintenance. I am opposed.</p>	Public Open House
9	5/11/2023	<p>From Dennis Horton: 1 - "This is a terrible idea." 2 - Runs thru backyards a - effects privacy for everybody 3 - Crime will go up 4 - Waste of money that could be used to hire police 5 - Transient problem will increase 6 - Take a poll of people effected</p>	Public Open House
10	5/11/2023	<p>From Ben Moffat: I'm excited about this project - 1) Would you be willing to build a fence for our house since it's at the entrance of the path? 2) Potential easements of our property - how do you plan to compensate those impacted? 3) Parking - are there plans for parking lots at the entrances?</p>	Public Open House
11	5/11/2023	<p>From Cris & Destiny Boggess Trust: Midvale Canal Trail Parking Just east of the Jordan and Salt Lake Trail on Fort Union Blvd is a farm field. This field and the ground north of it would make an excellent parking lot for the Midvale Canal Trail. If the canal is covered along side of the farm ground, it would be an excellent extension of the parking lot. 1. This location (on the farmland) would be highly visible to thousands of people traveling each day on Fort Union Blvd. If a sign were to identify it, the location would provide daily advertisement for years to come. 2. This location is between two long segments of the trail. The southern segment is less used, so this location would spread out the users so the southern segment would have more users. 3. Police driving past could monitor the lot as they drive past. If the lot is closed at night, the police could make sure the closing time rule is followed. 4. This may make some of the other neighborhoods more safe.</p>	Public Open House
12	5/11/2023	<p>From Kristen G. Roper: NO PATH behind my house please! We already have way too much crime (that the police rarely patrol or come when called). Fires, homeless, drug dealers, and addicts. We are NOT SAFE in our neighborhood! Now you want to give them a nice path for them to push their shopping carts. You would need to build a retaining wall. Who is responsible for that? The police (when they come) clean out homeless camps along the canal a few times a year. NO! NO! NO! NO!</p>	Public Open House
13	5/11/2023	<p>From Amy Firestone: - Biggest concern about the proposed crosswalk on 7200 S. It's a BUSY 4-lane road. If popular, slows traffic even further. - Consistent high fencing to protect privacy (& safety!) of residents & walkers. Also for dog owners. - Irrigation runoff from flooding. It's currently draining along whole length of property. Problem if closed. - Lighting at night not ideal for residents. I'd prefer closed for night for this reason. - I'd prefer the walkway to be where it already exists, not on the Boggess & Firestone LLC side. :) Basically, I like it how it is. :) People can use it but it's not overly crowded.</p>	Public Open House

14	5/11/2023	<p>From Tim Morgan (7460 S Balboa Dr, 385-296-6062, trjomorgan@msn.com): My only hope is that this initial meeting means anything to the final outcome. We have already experienced homeless people pitching tents and sleeping along the canal. I believe this trail will only make that situation worse. We have a beautiful Siberian Elm that gives us a great source of shade, this trail will most likely eliminate that source of shade. There is quite a bit of wild life that lives in this wild habitat that will suffer from this trail. We have wild roses that cut down on most access on our side (east) of the canal at our location. This most likely will be taken out. Not to mention the contractor hired will be the low bidder and who knows what problems that will cause. I am most definitely OPPOSED to this canal project. Again, I only hope you take these comments into consideration and this meeting is not only for show and because it is mandatory!</p>	Public Open House
15	5/11/2023	<p>From Mark and Tina Roweton (7771 Sandra Way, 801-856-0278, mrstinaroweton@gmail.com): We're opposed to the trail. We have a privacy issue. Where the proposed trail is laid out it would run behind my fence. The problem is the elevation of the canal road/trail is approx. 3 1/2 feet higher than the homes on the west side of the canal. That means if someone is walking along the trail they can look right down into my yard and home. I know that they might propose to buy part of our property. That won't work either because of the distance from the back of our home to the property line. Twelve years ago, we went up against the zoning committee and won permission to extend the back of our home. We won because it could not infringe on the property rights of anyone behind us because of the canal area. According to what the zoning committee/council told me is there should be 20' from the back of my home to anything being built. The crossing would also hinder residents pulling out of Sandra Way to go east on 7800 S. Traffic backs up there any how during peak driving times. This will make that much worse. ****OPPOSED****</p>	Public Open House
16	5/11/2023	<p>From Eric Cooper: I have serious concerns regarding this project. As you can see from the map, my home is immediately bordering a thin section of this trail. As the trail currently exists, we have a regular flow of people walking/riding by - staring and making comments to us as we enjoy our backyard. This is already an active pain point with extreme invasion of privacy. Adding a trail as "refined" as this will increase this traffic tenfold or more. If this is implemented, we REQUIRE a privacy fence boarding the length of this trail. This is needed to prevent vandalism and extreme depreciation on our quality of life. Another large concern is regarding light-pollution. I am a night photographer, and it is essential that high-mounted lighting is not ruining our mountain view. If lighting is needed, we prefer is spread apart to avoid our property line. If installed, should be ground-level. I understand the desire for this from people that do not live by it - but the people being forcefully invaded in terms of privacy and quality of life, they MUST be taken care of and budgeted for. Do not ignore us, it will not go well.</p>	Public Open House
17	5/11/2023	<p>From Mary Bank + Eric Cooper: We do NOT want this: <ul style="list-style-type: none"> - decreased privacy - increased foot traffic/access to our private property - increased heat signature w/ additional concrete - light pollution - disturbing animal population/natural breeding habitat for quails + ducks - increased plastic/trash entering water way - increased parking congestion - increased motor traffic - backs up to multiple private property - increased risk for property damage/theft - safety concerns - our neighbor had a brick thrown through their living room window from the current trail - make personal backyards public space - we do not want increased police presence constantly at our private residence - increased drug use <p>The reality is, the few ruin things for the many. And while this is a nice idea, it's not practical.</p> </p>	Public Open House

18	5/11/2023	From Jeff Peterson: I think it should be left alone because people drowning, animals scared into the neighborhoods, vandalizing fences, spray painting, homeless camping, parking. Just by having this meeting will invite people around.	Public Open House
19	5/11/2023	From Shawn Stephens: My property is directly next to a future portion of the trail and I'm 100% for the trail. I already ride my mountain bike from Midvalley Elementary to I-215 along the canal multiple times a week. I think it's an excellent idea and will actually decrease the graffiti behind my property. The added traffic (foot) will disuade the kids that spray paint ___ + the area will be better patrolled. I moved from canyon rim to using the Parley's trail system between Sugarhouse Park to I-215 regularly. The people complaining all want things to never change or evolve. We are in our 40s + will take our children daily up and down + look forward to the trail. Please call me for more info.	Public Open House
20	5/11/2023	From Christina Ross and Robert Pryor (7414 S Balboa Drive, 801-664-6495, christinaross2105@gmail.com): Proposed project includes an enclosure over the canal from 7500 to right behind our house. Below are the concerns we have with the enclosed section behind our property: 1. Increased access without the canal as a buffer to our fence line. 2. Current homelessness would increase (maybe use funds for additional housing for those in need) along the fence and canal. 3. Current width accommodates trucks, backhoes, and tree trimmers - do not need to increase the width & close the canal off. 4. Will impact the wildlife in that space that live in and around the canal (hawks, geese, etc.) 5. Currently the path is fine for those that want to walk the canal. 6. When we purchased the property we bought due to the limited access behind our house & the wildlife.	Public Open House
21	5/11/2023	From Roy Lyman: Totally 100% against proposed trail. House to duplex conversions. Air BnB. Room Rentals. All have produced front yard parking lots and car filled streets. You have taken my front yard, please leave my back yard privacy.	Public Open House
22	5/11/2023	From George Sears: We own this duplex where our daughter lives and a renter on the other side. We've owned this property for over 35 years. The canal has presented problems many times because it is not maintained - trees are overgrown, vagrants use this area as access to the properties along it, and from time to time use it to perpetrate crimes on the properties. Rocky Mountain Power has informed us multiple times that the trees cause problems every year with respect to the over head lines. No one, city or county does anything to currently maintain the canal. What will change? High School students use the area and leave trash. Will that change? Everything sounds + looks good, but will it be an improvement? Will the city engage residents when there are problems? It is really hard to support this initiative when little or no activity on mainting the canal as it currently is operating.	Public Open House
23	5/11/2023	From James Baggaley: I'm in favor of the trail with the following important items. 1. We need to install the trail in a manner that ensures the privacy of the homes it's up against. We NEED a wall. 2. The trail needs to be properly policed. I also would like to be able to access the trail from my backlot if possible.	Public Open House
24	5/11/2023	From Daniel Pipkin: A convenient multi-modal connection that spans Midvale? YES PLZ! Right now, the way we ride our bikes to the Tyler Library takes us along 7800 S and State Street, both of which are very unpleasant to ride and pretty dangerous. This canal trail would cut oth of those legs out of the ride, making it safe enough for even our kids to bike. In my opinion, the active transportation aspect of this project is the most important. Any increase in "recreation space" is just an added benefit to the trail. We need better connectivity for our active transportation modes.	Public Open House
25	5/11/2023	From Rebecca Pipkin: I ride my bike to work and activities, my children ride their bikes and walk. Having a trail we can use that is seperated from cars/traffic will be very beneficial. I definitely support a canal trail. I'd love to see what neighborhood and school/park access will be available. Would also love things like beaches, informational signs—honestly even bathrooms or bike repair stations if we're dreaming big. But even just having a bare path that is uninterrupted and accessible would be HUGE. **additional input from my son Mateo - he is also in favor**	Public Open House

26	5/11/2023	<p>From Su Armitage: Love this! I walk along here often (in good weather—no mud—and when the county cleans up the fallen trees + other detritus). It's a great way to get about 20-30 minutes of quiet space, thinking time, alone time, watching the birds, and "getting away from it all". I've often thought how wonderful it'd be to have a better more defined pathway for families, school kids, old retired people (like me :) to get away from the sounds of TV, traffic, etc. It'd be a great resource for families to take a walk on a weekend or after dinner, or after church, without having to get in their cars + drive to a more formalized park like Wheeler Farm or Union Park. Also love that this middle class and lower socio-economic area could access this without having to drive there. I live in the area between 6600 S + 7200 S, on 700 E, in one of the condo communities. Between 600 and 7200, people wouldn't have to drive. I like the D or B3 crossings.</p>	Public Open House
27	5/11/2023	<p>From Aaron Billingsley: While, in concept, I like the idea of having a multimodal path directly accessible from my back fence, I cannot enthusiastically support this proposal. Not having this trail meet up with other, more useful trails, like the JRP and having it cross so many major surface streets, diminishes its capacity to be safe, functional, or very useful for recreation. I also have concerns about increasing crime in my neighborhood being exacerbated by providing a more convenient highway for our neighborhood thieves to travel undetected. Law enforcement is already minimal at best in our area while property crime and drug manufacturing are ongoing. Running the path on the residential side of the 215 canal is also going to require a good deal of excavation and construction of retaining walls directly abutting my property. While that is simply the reality of a construction project such as this, it does not excite me to deal with that in conjunction with knowing it will be directly contributing to crime in my neighborhood.</p>	Public Open House
28	5/11/2023	<p>From Cindy Firestone: Safety concern regarding 7200 South crossing. We want pedestrians to be safe. It is a very busy street. Cars & motorcycles race up & down the street (per my nephew who lives on the street). Perhaps install a wall or fence to protect privacy of neighbors with property bordering the trail. Where will the access points be to the trail? only the main streets or other options. Where will people park to access the trail?</p>	Public Open House
29	5/11/2023	<p>From Jo Zumbrunnen: We're not seeing the vision. Not happy to have more people in our backyard - no privacy. Just seems like there's too many right of way problems. It's a mess right now and nobody cares.</p>	Public Open House
30	5/11/2023	<p>From Anonymous: 1. What economic value will Midvale City realize? 2. There is a Jordan River Trail that is within city limits. 3. Encourage residents to use existing sidewalks for walking and visiting historical sites. 4. Additional access to canal that inhibits preservation of neighborhood privacy. More unwanted traffic. 5. Who will maintain—how much will it cost yearly? 6. Does the cost involved really benefit the majority of Midvale residents? 7. There is already enough trash and traffic. This will increase garbage, transients, and crime. 8. Policing will not solve any of the problems along the canals. 9. Policing funds are already in jeopardy. 10. Limited number of residents were notified of the proposed canal trails—not advertised. 11. Being at the open house (and talking with participants): 1 individual supported, the majority are against. Please hear what the residents are saying and don't waste money and effort on these unwanted trails and any more studies.</p>	Public Open House
31	5/11/2023	<p>From Lauren Richards: Very excited to support this project. I think it could be a great thing for our city. My biggest concern is the State Street crossing. I don't think I'd feel safe crossing with my small children with just a Type C crosswalk. It's just yards away from an intersection that has seen lots of accidents recently and I don't trust drivers to stop for crosswalk lights. I understand a bridge option would be way more expensive, but to me that would be paramount. Thank you for all your work on this!</p>	Public Open House

32	5/11/2023	<p>From Bryan Beresford: This project has the full support of me and my family. We are always looking for safe places to walk and bike and would use these trails fervently. We often enjoy walking and cycling around Midvale, so any way to improve that experience would be welcome. For crossings of larger roads, like State Street, the "B-2" Type would be preferable. For the smaller roads with less traffic, I'd say go with the more economical option. I want to see Midvale grow into a pedestrian and cycling-friendly city. Car-centric sprawl has consumed too much of the United States already, so I see projects like this as a refreshing stop in the right direction.</p>	Public Open House
33	5/11/2023	<p>From Rebecca Clark: The cost is always first and foremost. How are you paying for it? How are you paying for the maintenance/upkeep? WHO will ensure compliance? Will it cost extra in our monthly bill from Midvale? People are on fixed budgets! No one is maintaining the fence NOW, so who will be responsible for the privacy fence? ONE MUST BE INSTALLED! We have already had our house broken into, my car was broken into, we have had multiple items stolen from our backyard, homeless people live directly behind us 6 to 8 months out of the year, NOW. This project will bring more + more people/traffic/dogs/bikes, etc...right behind our house, giving a multitude of people the chance to steal or graffiti or destroy our property. Would you want that? As stated, who will be paying for the privacy fences? There are many animals who live along the canal. What happens to them? Will you be planting more trees or tearing them down? We already have a Jordan River Trail close by—Why do we need a Midvale Trail? Find out what issues the Jordan River Trail experiences. Do a survey of those "participants" pros/cons. I will use the QR code to continue adding comments as they surface in my mind. Thank you.</p>	Public Open House
34	5/11/2023	<p>From Brenda Van: [typed up comment form] Love the concept and project as long as we address concerns. Thank you. CONCERNS: Access Points/Increased Crime: For roughly the last 5 years, Tom Barnes closed of the access point to the canal from our street which has reduced crime and theft. Previously, Hillcrest High School youth and other foot traffic from shopping areas, previously would take the short cut through the canal to 6990. At that time you couldn't leave bikes out, tools, etc. without worry they would be picked up and stolen. We absolutely do not want a parking lot or any cars going up and down our street to access the canal. It would certainly move crime from other areas into our neighborhood. Access Points/Crime A: We do not want to create a new nicer place for drug deals and homeless to congregate. To avoid issues all we would need to do is block access to the canal from our street, 6990 South. There are other access points that we can be used. Street access on Fort Union, access by the church on 5th east and fort union, and there is also a locked fence on 6815 South east of 5th east currently used to bring in a big equipment to the canal. Certainly that could be an access point. There are also other street access points. Crime B: Clean out all of the overgrowth, mainly keeping the trees. Add in lights. Make sure it is open and bright so that people can see. No hiding spots. That seems to help deter crime. (Especially since we have a high youth crime rate in Midvale.) (The Green belt in Scottsdale, AZ is a great example of renovating an area and creating a community space and they don't have a problem with homeless or crime.) Funding - We need to confirm that our taxes will not increase or that we will be accessed a monthly fee like we are for the new Midvale water treatment building. Trail Maintenance - garbage cans - plant growth - dog poop QUESTIONS: 1. Will the trail close like a regular park? 9-10 pm. 2. Will access points be blocked or locked during off hours? 3. Multi path ofte includes one side walking/running and the other path would be for biking, bicycles, scooters, electric bikes, or sometimes even vehicles like golf carts. Generally, motor cycles are not allowed. Guessing horses will not be allowed on the trail. What are you planning? 4. Who would be responsible to maintain the trail? Cleaning up, overgrown, trees, weeds, graffiti, etc. 5. Will Midvale offer fencing or privacy walls for properties near the canal? 6. Lighting? 7. Dogs—on leash, doggie bags to clean up after their dogs. 8. Since the security planned is what we have now through the unified Midvale police force, will they add surveillance cameras in areas that are more enclosed and do not have an open public view? 9. Homeless are sometimes at our churches, and walking around. Do we have a plan to address this? Rules: Loitering, trash, dog poop, closing times</p>	Public Open House
35	5/11/2023	<p>From Brande Ridd: I'm for this project.</p>	Public Open House
36	5/11/2023	<p>From Boyd Brown: Very excited about these projects! I think they will be an asset to the community. My preference would be to see the canal piped in most places. This creates more space, less impact on properties, and allows access from both sides. I look forward to seeing these progress.</p>	Public Open House

37	5/11/2023	<p>From Susan Frampton: Thank you for this open house; it's good to have better visuals. MAJOR CONCERNS: 1- This trail will more fully open up private residences (homes and yards) to scrutiny by strangers who may not value privacy or property. 2- The police don't regularly patrol our area now and in the past have basically done nothing about break-ins and vandalism and robbery. The idea of their patrolling this trail is questionable and with the recent budgetary concern from Midvale's uncoupling from the Unified Police, would there be enough in the budget to cover this? 3- Stretches of the proposed trail would destroy areas of trees over 60 years old. How much would replanting in those areas cost? 4- Midvale would receive a grant for this trail & construction, but where would funds for trail maintenance come from? 5- As there is no project proposal for parking for this trail (with possible exception for church parking lot use - which would perhaps work on weekdays, but what would happen on Sundays?), it's feasible that trail patrons outside of the proposed trail area would drop into neighborhoods for access. (Some have generously volunteered a neighbor's property to be acquired for parking purposes, but not their own.) 6- Lastly, for residents in the Fort Union area of Midvale, access from their homes onto 7200 South/Fort Union Blvd is very concerning and frequently dangerous. Often, drivers on this corridor speed. The proposals for crosswalks are interesting but could be dangerous because of the traffic load and speed. Bonus Concern - The current Salt Lake Canal maintenance trail is used at various times by dirt bikers (motorcycles) who speed. A paved trail would make this problem worse.</p>	Public Open House
38	5/11/2023	<p>From Roger Hazelwood: I live close to the canal & where the blue line crosses 80 S. I bike frequently to Fort Union for groceries (Smith's food) & other retailers (Dick's Sports). Pathway would be beneficial for many users including to Hillcrest High School. If I can be of help I would volunteer. Thanks for studying the possibility.</p>	Public Open House
39	5/11/2023	<p>From Janice Robertson: Safety #1 concern, open canal, fence? Tagging/graffiti - patrolled by LE? Will cars park all over our street or will there be trailhead parking? Our street dead ends at the canal. I am ambivalent about it. Where will all the critters go? We've already had raccoons come into our yard from that area. Homeless camping - it's happening there now.</p>	Public Open House
40	5/11/2023	<p>From Debra Brignac/Brian Becker: We are not happy about this project to extend the path/trail. Our house is in a cul-de-sac, so the front of our house is about 6' from the trail/path. We have had lots of problems with people on the trail and people coming to our cul-de-sac to climb over our fence to get to the trail. They have cut our chain link fence so they could come and go from the trail/path. We've had rocks thrown through our picture window twice. We've had things stolen from our yard and garage from people coming into our cul-de-sac to get to the trail. People are on the trail at all hours, kis doing drugs, homeless people hanging out using the bathroom by our house. Our dogs have a fit every time someone walks by at all hours of the day and night. So.... we will have less privacy in our backyard and from people looking into our front windows and we will have way more noise pollution from all the people. Who will pay for the damages to our hours or property stolen from all the extra people, or put up a fence for privacy? We are a definite NO.</p>	Public Open House
41	5/11/2023	<p>From Auste Kriukelyte: Bike path is an AMAZING idea!!! We bike and stroll with a toddler a lot in the neighborhood and it would be nice to have a dedicated bike trail. We have used sidewalks a lot and our main concern is crossing bigger roads like State Street. Currently, cars do not look at pedestrians at all. It would be great to have more safe crossings in Midvale. We have also used other bike paths and it is great to know that our little toddler is safe there and protected from cars. Another great addition could be a playground since other bike paths have a lot of playgrounds.</p>	Public Open House

42	5/11/2023	<p>From Dave Clark: 1- The proposed trail is in our backyard. We have had theft from the yard, theft from our cars, and the house broken into. We have a fence that encompasses the entire yard. This trail will increase pedestrian traffic that will have visual access to the house and yard. We purchased the home for the privacy of the backyard & not having another home behind ours. The privacy will be lost with the trail!! I am AGAINST the proposed trail!! There has been one death from pedestrian crossing State Street @ Princeton Drive. The 15-year-old girl was hit & killed in the crosswalk by a school bus. Who will maintain the trail? Who will clean & shovel the dog poop & drug needles? There have been homeless people taking up residency & I have called police multiple times. All that separates the canal & our property is a chain link fence. This is not secure! A pre-cast 7' concrete fence would be the only fence acceptable along the trail between the houses and canal. Drug deals have taken place along the trail & drug needles, human poop & trash deposited along the trail. I HOPE THIS TRAIL "DREAM" NEVER HAPPENS!! I will fight it all the way if I have to.</p>	Public Open House
43	5/11/2023	<p>From Shelly and Dan Sweeney: We do not want any more access to our backyard view. As it is, we have a 6 foot fence and the people who walk this throw trash in our yard and there is no privacy. The properties that are north of us are receiving damage and graffiti on the fences. Our section shows a covered canal. If that is not properly maintained, it could get clogged and flood our houses. Lighting would not be good as we have our bedroom window on that side. Lighting needs to be there to hopefully prevent further damage to fences and theft. We would need at least a 12-foot fence (brick) to take care of the noise, light, theft, flooding, and trash out of our property. We own 5-feet more than your map shows as well. Kids go up and down the alley at night (a big no). Our tax burden is high enough.</p>	Public Open House
44	5/12/2023	<p>From GG: I believe this project would add great value to our community. I often use the Murray canal trail system by Wheeler Farm and have a similar space in my neighborhood would be really nice! That space goes mostly unused (or misused) at the moment and this would be a great way to get more people outside, active and engaged.</p>	Website
45	5/14/2023	<p>From Churst: I think this is great. It just needs some good crosswalks and sturdy fences between me and my dog and the dogs that live along the trail.</p>	Website
46	5/15/2023	<p>From Ann Ralph: I wasn't able to make it to your meeting, but I am against this. Putting in the trail will lower the value of the property for those who live along the canal. We would want a 12-foot fence installed, so we don't have to see or hear anything going on on the trail. I have made several calls to the police as it is, for partying, homeless camping, graffiti, and vandalism. They finally gated the area off, and it has been quiet since then, but making it more accessible is not doing a favor to anyone who lives along the canal. This is not a good idea. This is not a safe idea. The Jordan River Trail is different, because it doesn't run along private property. We all live right here, and most of us have lived here for quite some time. I've had to make a lot of calls to even get the City to come out and clean the canal. There was so much furniture and drug paraphernalia out there. It took them about a week to clean everything up. This trail won't be a good thing. I also don't feel that it will be used. Trax crosses 80th South, how will that crossing work? If I need to hire an attorney, I will. And I'll ask others in the area if they'd like to do so as well. We are entitled to our privacy, and I purchased my home for that reason. Fire fighters have already had to rescue ducks from the storm drain in front of my house, and this trail will be even harder on the wild life. Midvale can't even take care of what they have now - it's always a fight. I am against this. I'm sorry, but I just don't want this.</p>	Phone Call to Ashlie Albrecht
47	5/15/2023	<p>From Sarah Morton Taggart: I give my full support to this project. My family needs a save route to ride bikes that we can get to from our house. We would also love a way to walk to the library that avoids State Street. I am happy and willing to participate in community cleanup days.</p>	Website

48	5/18/2023	<p>From SJDickey: Hi there. I'm a resident of Sandy, but the back corner of our property touches the Midvale City border line. I live on Paula Circle along the canal. I've known for some time that a canal trail is part of both the Midvale and Sandy master plans, and I like the idea of an improved trail for recreation. I also think starting the trail on the east side of the canal behind the restaurant, insurance, and botanical properties is a sensible use of the open, unused space there. I do have a few concerns that I think I share with some of my neighbors, so I hope they will be taken into account. First, I am concerned about crime/graffiti/vandalism/encampments along the trail and the danger they may pose to those who use the trail for recreation. In the ten years we've lived in this house, we've seen several homeless encampments, drug use, and what I think was someone digging up stolen property they had buried in the canal bed. Fire is a constant concern as well, especially when homeless people camp there. In the FAQ, it said that lighting solutions and plans for regular patrols are still being worked out. I would strongly urge you to put some sort of low, downward-facing, possibly solar-powered lighting along the trail. I also think the trail will need to be patrolled regularly with a solid plan in place for how to deal with defacement, graffiti, and trail upkeep, and any funding that would be required for that needs to be built into the grant proposals and city budget. Along with the concern for human-caused problems, I'm also concerned about weed abatement and tree maintenance. We are constantly battling weeds that come through the canal fence into our yard, but even more importantly, Salt Lake City doesn't maintain or trim the trees along the trail unless there's a problem. We have had a tree crash through our fence in the past and the heavy snow and winds over the winter have caused several visible "widowmakers" to hang above the sides of the canal with no indication of when they will fall. If an improved trail is built, the trees and weeds need to be regularly checked and maintained in order to keep trail users and property owners safe. Lastly, I'm concerned about privacy. Many people walk along the canal as it is at the moment, including our family. While most people are quiet and don't cause trouble, increased use of the trail may cause more intrusion onto the private property along the trail with noise, visibility, litter, etc. If the trail proceeds, Midvale should build funding into the budget to help improve the fences along the trail and protect the privacy of adjacent homeowners. Thanks for the opportunity to comment on this project. I look forward to hearing more about it as the project progresses.</p>	Website
49	5/24/2023	<p>From alongcamemolly: I want to start by saying thank you for investing time and energy in to expanding community offerings. I believe this canal path would be a great addition to our community. As a frequent runner, walker and cyclist this path allows safer travel and enjoyment of these activities for not only myself but also for my family and friends. Multi use paths are a great benefits to the community as a whole and not only encourage movement but also provide safer means of travel. As a resident I am excited about the possibility of a new public space for all to share the enjoyment of the outdoors.</p>	Website
50	5/24/2023	<p>From Deb Webster: I think our tax dollars would be better spent on things this city really needs. Like a police force that we will now have to fund. And who is going to upkeep this?</p>	Facebook
51	5/24/2023	<p>From Anonymous: I love this idea. Yes! Go Midvale. Keep it coming.</p>	Website
52	5/24/2023	<p>From Anonymous: This canal trail sounds like a great idea! As someone who lives close to the proposed trail, I would use it all the time.</p>	Website
53	5/29/2023	<p>From Anonymous: Please do not put lights on the canal that will interfere with bird migration. Please keep trees, plant more and maintain them.</p>	Website
54	5/31/2023	<p>From Anonymous: Anything to provide more green space and opportunities for access is good!</p>	Website

55	6/6/2023	<p>From Kenny Wintch: Greetings, Apologies for the tardiness of this note, but I work in tiny Bluff, Utah (on the San Juan River, about 100 miles south of Moab) and my life seems to be quite full right now. I own the home at 789 E. Enchanted Drive in Midvale, and the reconfigured, concrete-lined, straight east-west running segment of the old Jordan and Salt Lake City Canal is just over my back property line. It's a nice piece of semi-wild space in the city that my wife and I enjoy quite a bit. I'm also a cyclist and a fan of urban trails. I've seen what paved trails have done for the St. George metro area, and the Moab area. I frequently ride the Bonneville Shoreline Trail and the Jordan River Trail when I'm home in Midvale. I'd like to see the proposed trail built, but I have serious concerns about where I understand you're planning on locating it along the canal segment behind my home. A neighbor went to the May 11th meeting (I was in Bluff then) and said that you all are planning on cutting it into the slope between our back fences and the canal (i.e., on the south side of the concrete-lined canal). This plan would require constructing a retaining wall all along that segment, a distance of a few hundred yards. That makes no sense to me when there's plenty of flat ground on the other side of the canal. I surmise that you don't want to put it there for two reasons: (1) Salt Lake City needs to do maintenance on the canal and they reason that a paved trail will interfere with that, and (2) locating the trail on the north side of the canal would require a bridge of some sort across the canal where it bends northward to enter the concrete structure that carries it across I-215. I would respectfully counter those reasons with the following arguments: First, if the paved trail were put up against the I-215 sound wall, on the northern-most extent of the canal ROW, then it would be out of the way of Salt Lake City's normal use-space for canal maintenance; the city cleans out the canal using the flat space immediately adjacent to the canal, NOT up next to the sound wall. There's plenty of room for both the city's canal maintenance crews to do their thing next to the canal, and for a paved trail up adjacent to the sound wall. Second, a suitable, small bridge across the canal near 900 East could easily be built for what it would cost to clear a path through the trees, cut a path and across that slope, and build a retaining wall for a few hundred yards on the south side of the canal. I would really like to see the trail, but see it built, but built up next to the I-15 sound barrier on the north side of the canal and it's ROW behind Enchanted Drive. Thanks for the opportunity to offer these comments. Please let me know if you have questions, concerns or problems with what I'm proposing. Thanks and take care, have a great day. Sincerely, Kenny Wintch</p>	Email to Elizabeth Arnold
----	----------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------



Midvale City

June 2023

Midvale Canal Trail Feasibility Report



EXHIBIT B – ENGINEER’S SUBMITTED PROPOSAL



MIDVALE CITY

Midvale Canal Trail Final Design

Midvale City, Utah

April 25, 2024

PREPARED FOR:

Midvale City, Utah

7505 South Holden Street

Midvale, UT 84047

PREPARED BY:

Consor North America, Inc.

Point of Contact: Mason Bouck, PE

38 East Scenic Pointe Drive, Suite 300

Draper, UT 84020

p: 385.253.0362

e: Mason.Bouck@consoreng.com



April 25, 2024

Midvale City7505 South Holden Street
Midvale, UT 84047**RE: Midvale Canal Trail Final Design**

Dear Mr. Knobloch and Selection Committee,

Consor North America, Inc. (Consor) is excited to present our proposal for design services of the Midvale Canal Trail along the Jordan and Salt Lake City Canal from 7800 South to 7500 South. In 2022, **Midvale City (City)** contracted with Project Engineering Consultants (PEC) to complete a feasibility study for the trail project. During that process, PEC merged with Consor to form a full-service, multi-disciplined firm that specifically targets trail design and construction. Our office is in Draper and the same team that prepared the feasibility study is ready to deliver a high-quality plan set that will be used for construction of this important trail segment. In working with Midvale City on the study, our team proposed this segment of trail as the first phase because it will provide an essential link between the residents and Midvalley Elementary School. This segment can stand alone as a single and complete project. This is important for the National Environmental Policy Act (NEPA) process and funding requirements. This section of trail is the perfect starting point for an exemplary project spanning the length of the Jordan and Salt Lake City canal in Midvale and the East Jordan Canal near Hillcrest High School.

Our team has designed many trails in Weber, Davis, Salt Lake, and Utah Counties. Some of these trails include the Porter Rockwell and Corner Canyon trails in Draper, the Sandy Canal Trail in Sandy, the Lakeshore Trail around Utah Lake, and the extensive Spanish Fork River trail. All these trail projects involved working with Canal Companies with state and federal funds.

I, Mason Bouck, will serve as your project manager. By submitting this proposal, I certify that I have read through the Request for Proposal (RFP) documents, including the proposed agreement in Exhibit B, and that I am willing to abide by the conditions outlined in the RFP and the proposed agreement, including provisions regarding insurance coverage required, with the following exceptions:

None.

Authorized Signature of Bidder:



Printed Name and Title: Mason Bouck, PE, Principal, Project Manager

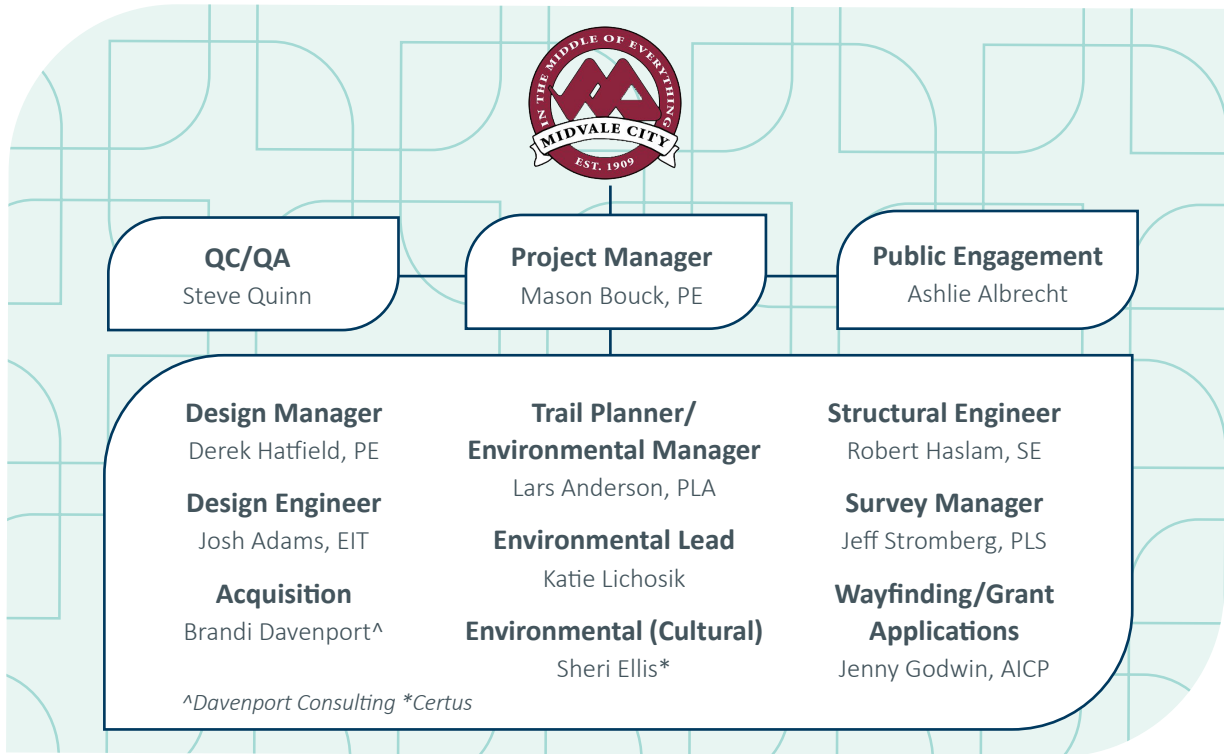
Date: April 25, 2024

If you have any questions regarding this proposal, please contact me by phone at 385.253.0362 or by email at mason.bouck@consoreng.com. We look forward to working with you, your colleagues, and your community.

Sincerely,
ConsorMason Bouck, PE, Principal, Project Manager
385.253.0362 • mason.bouck@consoreng.com

Qualifications of Key Personnel

Over the span of 30 years, Consor has worked with nearly every town and municipality in the State of Utah. Beyond surveying, designing, and construction services for municipal projects, we have provided master planning, open space and trail design, and urban design services. We have assembled the following team of professionals to execute the deliverables on this project and continue our relationship of trust marked by clear, effective, and timely communication.



MASON BOUCK, PE | *Project Manager*

ROLE: As project manager, Mason will be responsible for the successful completion of all tasks under this contract and will be the primary point-of-contact for communication. He will be responsible for risk management, obtaining and distributing project data quickly and precisely, monitoring and facilitating action items and maintaining a consistent flow of project information. Mason will work within his team to provide quality and will work with Steve to initiate and perform quality reviews of each deliverable prior to submission. Mason will achieve milestone deliverables while managing the project budget.

EXPERIENCE: Mason has become a leader in project management and leading teams of technical experts in several markets. He has experience working in all capacities on large and small scale projects. Mason recently completed the Midvale Canal Trail Feasibility Study where, through his leadership, the team was able to complete the design concepts, prepare exhibits, hold a successful open house, and develop a comprehensive feasibility report that included a detailed study of the corridor, alternatives to consider, potential phasing, and construction costs for the City to seek and obtain funding.

BENEFIT: Mason has become an expert at analyzing public safety; his comprehensive background as a transportation engineer has put an emphasis on public safety. Through his experience managing trail projects for his clients, he has become an expert in design standards including the American Public Works Association (APWA), the American Association of State Highway and Transportation Officials (AASHTO), the Manual on Uniform Traffic Control Devices (MUTCD), and Federal Highways. His proven track record on recent trails like Provo River Trail, Lakeshore Trail, Salem Canal Trail, Pineview Loop Trail, and Eden Trail demonstrates his ability to guide his team to project success and navigate the nuances of design. His technical background allows him to manage projects and provide guidance to his team on technical issues using a practical systematic approach.

EXPERIENCE:

20 years

LICENSE:

Professional Engineer
- UT

EDUCATION:

BS, Civil Engineering,
University of Utah

MEMBERSHIPS:

Institute of
Transportation
Engineers (ITE),
local member



STEVE QUINN | *Quality Control/Quality Assurance (QC/QA)*

EXPERIENCE: 36 years | **EDUCATION:** College Coursework, University of Utah

RESPONSIBILITIES: Steve brings more than 36 years of project management experience managing large multi-million dollar projects across several industries. Before joining Consor, Steve worked for the Utah Department of Transportation (UDOT) for more than 10 years, with the last four years as project manager. Steve's knowledge and experience with UDOT's project delivery process and QC/QA procedures is unparalleled. He not only executed the processes many times over the past 10 years, but also served as part of the teams that developed many of those processes while employed with UDOT. In his role as QC/QA, Steve will be responsible for conducting a thorough review of all project submittals so that the highest standards of quality and accuracy are met. This includes overseeing the conceptualization and theming of the trail design so that it is visually appealing and in line with Midvale City's overall vision and objectives.



LARS ANDERSON, PLA | *Trail Planner/Environmental Manager*

EXPERIENCE: 26 years | **LICENSE:** Professional Landscape Architecture - UT
EDUCATION: MLA, Landscape Architecture, Utah State University; BS, Environmental Science, Brigham Young University

RESPONSIBILITIES: Lars has 26 years of experience working as a landscape architect and planner. Before joining PEC (later to merge with Consor), Lars worked for UDOT as a landscape architect, managing dozens of roadway, trail, and main street projects for state and federally funded projects throughout Utah. Lars was the project manager on several trail projects shown in our experience section. Most recently, Lars was the project manager for the Spanish Fork River trail system, the Sandy Canal Trail, and several of the Utah Lake trail projects. These projects had a combination of federal, state, and local funding. In his role as trail planner/environmental manager, Lars will be responsible for conducting a thorough review of the environmental document as well as direct the planning efforts for the alignment. Lars was a key part of planning the original alignment and will work with the team to finalize the concept and work through the public engagement, design reviews, and funding options for the project. His experience designing trails and trailheads will speed up the design process and provide valuable lessons learned to the team. In addition, his time working for UDOT taught him the requirements for NEPA as well as the funding mechanism for trail project.



DEREK HATFIELD, PE | *Design Manager*

EXPERIENCE: 9 years | **LICENSES:** Professional Engineer - UT, WA
EDUCATION: BS, Civil Engineering, University of Utah

RESPONSIBILITIES: Derek is an experienced and knowledgeable design engineer who will be an asset to this important trail project. With ten years of experience in civil engineering, Derek has a wealth of expertise in trail design. He is highly skilled in utilizing Autodesk's Civil 3D software for 3D modeling, which he has used to complete a wide variety of projects, ranging from intricate site grading to complex freeway segments. Additionally, Derek has extensive experience in producing clear and comprehensive construction plans and details. He has worked on numerous trail projects throughout the United States, including in Utah, Arizona, Colorado, Georgia, Nevada, Texas, and Washington, making him a seasoned professional in his field.



ROBERT HASLAM, SE | *Structural Engineer*

EXPERIENCE: 21 years | **LICENSE:** Professional Structural Engineer - UT

EDUCATION: MS, Civil Engineering with Structural Emphasis, University of Utah; BS, Civil Engineering, University of Utah

RESPONSIBILITIES: Throughout his career, Robert has served as the structural engineer on more than 50 bridge projects, designing 70+ roadway bridges and 30+ pedestrian structures (ranging from local government trail pedestrian culverts to the large Salt Lake City International Airport departures roadway bridge). He will implement his close understanding of trail construction requirements, American with Disabilities Act (ADA) standards, APWA specifications, and AASHTO load and resistance factor design (LRFD) specifications. Robert's technical background on large trail projects (such as Moab Lions Park and SR-128 trail bridges, Grand County and I-15 Technology Corridor Murdock Canal, and Frontage Road Trail Network in Lehi) allow him to provide structural design in addition to technical and constructability guidance.



KATIE LICHOSIK | *Environmental Lead*

EXPERIENCE: 3 years | **LICENSE:** ESRI ARC GIS Mapping

EDUCATION: BS, Zoology and Environmental Science, University of Wisconsin Madison

RESPONSIBILITIES: Katie is a highly skilled environmental specialist with three years of experience in the environmental field. Among her many talents, she is highly skilled in GIS, which she has used in a variety of projects ranging from wetland delineations to supporting maps for numerous U.S. Army Corps of Engineers (USACE) and UDOT permits and reports. Katie's comprehensive understanding of wetlands, ecology, botany, and wildlife enables her to address environmental challenges that this project may encounter. Furthermore, Katie's excellent communication fosters seamless collaboration with teams, stakeholders, and regulatory bodies. Katie can convey complex environmental data to diverse audiences and so that project goals and outcomes are transparent and understood.



JOSH ADAMS, EIT | *Design Engineer*

EXPERIENCE: 8 years | **LICENSE:** Engineer-in-Training - UT

EDUCATION: BS, Civil Engineering, University of Utah

RESPONSIBILITIES: Josh has extensive experience in roadway design for local agency, state, and federal civil projects. He is involved in many of Consor's roadway projects as design lead. He provides leadership and engineering solutions to a substantial number of UDOT projects and municipal projects. Josh's experience leading large teams on complex roadway projects makes him a valuable asset to this trail design.



JENNY GODWIN, AICP | *Wayfinding/Grant Applications*

EXPERIENCE: 5 years | **CERTIFICATION:** Certified Planner AICP #34327

EDUCATION: BS, Urban Planning and Environmental Policy, Western Washington University

RESPONSIBILITIES: Jenny is a transportation planner with experience working on corridor plans, Vision Zero projects, and multimodal safety assessments. She specializes in designing accessible, equitable outreach strategies to engage with diverse stakeholder groups, both as in-person and virtual opportunities. She has developed successful grant applications for clients seeking to fund safety, ITS, and safe routes to school transportation improvements. Jenny is committed to working with clients and stakeholders to design opportunities for people of all ages and abilities to navigate safely.



ASHLIE ALBRECHT | *Public Engagement*

EXPERIENCE: 6 years | **CERTIFICATION:** IAP2 Foundations in Public Participation
EDUCATION: BS, Journalism with a Public Relations Emphasis, Utah State University

RESPONSIBILITIES: With six years of experience in managing public engagement on roadway and utility projects for UDOT and local governments, Ashlie has gained a diverse range of expertise in design and construction projects. Her innovative and practical solutions have helped her overcome project challenges with ease. Ashlie's communication skills are exceptional and she efficiently uses various tools and channels to provide accurate project information to the public. She is adept at creating flyers and mailers, managing project hotlines and email accounts, coordinating with stakeholders, and keeping meticulous records of stakeholder interactions.



JEFF STROMBERG, PLS | *Survey Manager*

EXPERIENCE: 19 years | **LICENSES:** Professional Land Surveyor - UT, AZ, NV, ID
EDUCATION: BS, Geomatics, Utah Valley University

RESPONSIBILITIES: Jeff has 19 years of experience in surveying and managing a wide range of projects including numerous UDOT projects. He is an expert in various types of surveys such as American Land Title Association (ALTA) surveys, boundary surveys, encroachment surveys, right-of-way (ROW) surveys, topographic surveys, and construction staking. Jeff is passionate about boundary survey and deed research and has assisted several municipalities in resolving boundary disputes. With his background as a field surveyor, drafter, ROW lead, and survey project manager, Jeff has both field and office experience and can effectively lead his survey team through every stage of the process. Jeff also performs easement delineations and ROW descriptions. As ROW lead, Jeff has completed more than 700 ROW instruments and has updated knowledge of the UDOT process, providing UDOT with accurate, detailed survey data that meets their requirements.



SHERI ELLIS, RPA | *Environmental (Cultural)*

EXPERIENCE: 30 years | **LICENSES:** RPA, AHHP
EDUCATION: MS, Archeology, University of Utah; BS, Psychology and Anthropology, Weber State University

RESPONSIBILITIES: Sheri has 30 years of professional cultural resources experience working with local, state, and federal government agencies and private sector clients to achieve project goals. Her company, Certus, has a reputation for problem solving within the Section 106 processes that is unparalleled. Detailed knowledge of the process and extremely strong relationships with the Utah State Historic Preservation Office allow Sheri to help projects proceed with little-to-no impact on schedule. Over her career, Sheri has provided cultural resource services for more than 100 transportation projects.



BRANDI DAVENPORT | *Acquisition*

EXPERIENCE: 11 years | **LICENSE:** BP #9361901
EDUCATION: BS, Behavioral Science, University of Utah

RESPONSIBILITIES: Brandi and her team at Davenport Consulting have been hired for more than 100 projects over the past nine years of business. These projects range from underground utilities like storm drains and water lines, to overhead power lines, trail projects, roundabouts, and many road widening and sidewalk projects. Brandi is a senior ROW agent (SRWA) and real estate broker. She collaborates daily with her own team members, project managers, ROW leads, Public Works directors, city engineers, public engagement staff, attorneys, and other realtors and brokers. Brandi loves working on trail projects and personally spends as much time outdoors as possible.

Experience with Similar Projects

With every project, Consor has worked closely with its clients to clearly define the purpose of every design and create a meaningful project centered around each client's goals and project needs. The following are similar projects Consor has completed that demonstrate our firm's experience, talent, and dedication.



Salem Canal Trail

Salem City, UT

CONTACT: Matt Marziale, Salem City Manager/Engineering Director, 801.404.7064

DATE: 2022

Consor was selected by Salem City to design the Salem Canal Trail that extends 6.8 miles from Goosenest Drive in Payson along Salem Canal Road to Woodland Hill Drive. The project limits traversed fields that will become a new development known as Veridian Farms. The new development will ultimately cross the Spanish Fork River and will tie in to the Poplar Lane trailhead. The project included a below-grade crossing at Loafer Mountain and a bridge that spanned the Spanish Fork River.



Spanish Fork River Trail, Phases 1 and 2

Spanish Fork City, UT

CONTACT: Chris Thompson, Spanish Fork Public Works Director/City Engineer, 801.804.4556

DATE: 2018

Consor performed the environmental compliance and full design to complete the Spanish Fork Trail from Main Street to the Spanish Oaks Reservoir near the mouth of Spanish Fork Canyon. We conducted surveys for wildlife, water resources (jurisdictional waters of the United States and wetlands), and cultural resources throughout the project area. Our work also included feasibility and concepts for four proposed river crossings. As part of the first phase of the project, we designed a large pedestrian bridge to cross the river at Main Street, which involved multiple abutment options to avoid the high expense of using piles. We designed spread footings to further reduce the city's budget expense. We also explored multiple alignment options to optimize the pedestrian bridge location and skew of the bridge. These efforts minimized the length and the overall cost of the bridge.



Sandy City Canal Trail

Sandy City, UT

CONTACT: Dan Medina, Sandy City Parks and Recreation Director, 801.568.2911

DATE: 2015

Consor provided design and construction for the first phase of this trail. The area was originally a canal corridor but this project converted it to a trail. The first phase was 0.5 miles long from 11000 South to 11400 South. Consor completed another 1.3 miles of the trail for phases 2, 3, and 4. The design included 12 feet of paved trail and six feet of unpaved trail. The design also included a retention ditch, at-grade crossings, fencing, railing, landscaping, irrigation, erosion control, and identifying existing ROW. Consor was able to tie the trail into existing pedestrian access points along the corridor including an access point from a nearby park.



Draper Canal Trail

Draper, UT

CONTACT: Rhett Ogden, Draper Director of Parks and Recreation, 801.576.6570

DATE: 2018

In coordination with UDOT and Draper City, Consor prepared a Categorical Exclusion (CE) environmental document for the proposed Corner Creek Canyon/ East Jordan Canal Trails Project. The proposed project includes two sections of trail that will connect existing trails and expand the overall trail network in Draper City. The purpose of the project is to provide safe, off-road, non-motorized commuting options and to provide recreational opportunities for local and regional users. In preparation of the CE, a 30% design of the proposed trail alignment was designed by Consor. The CE environmental resources analyzed included cultural resources, threatened and endangered species, wetland and Waters of the United States, noxious weeds, and migratory birds. Additionally, Consor held a public open house and public hearing. Consor performed the tasks associated with the CE in accordance with UDOT standards and in close coordination with the Draper City Parks and Recreation Department.



Point of the Mountain Trail

Draper, UT

CONTACT: Brad Jensen, Draper City Project Manager, 801.576.6549

DATE: 2015

The Point of the Mountain Trail was part of the existing Utah Transit Authority (UTA) railroad corridor. The trail is a 2.3-mile, 15-foot-wide paved trail that connects Salt Lake County with Utah County, situated on the east side of I-15. The trail was designed with fencing between trail users and the tracks for safety. Tunnels were designed to allow pedestrians to cross under entrances to an existing gravel pit. Particular challenges with this project included cultural resources and a Level III categorical exclusion, utility conflicts, site drainage, and ROW constraints. Public engagement with local residents and coordination between UDOT, UTA, and the City of Draper played a significant role in the success of the project. Consor is currently working with Draper City to contract the design for the phase 2 segment of the trail.



Utah Lakeshore Trail, Hotspots and Amanda Lane Segments

UDOT and Saratoga Springs City, UT

CONTACT: Jeremy Lapin, Saratoga Springs City Engineer/Public Works Director, 801.766.6506

DATE: 2021

Consor contracted with UDOT and Saratoga Springs City to complete preconstruction engineering and environmental services for two trail segments along the Utah Lake shoreline. The trail project completed gaps in the existing Utah Lakeshore Trail and is included in state and regional active transportation plans. Engineering services included geotechnical investigation, survey, trail design, and drainage and stormwater design. As part of the project, Consor evaluated environmental impacts, completed a UDOT CatEX, provided public engagement services including three public meetings, and submitted a Section 404 Individual Permit Application to USACE. Consor successfully coordinated with UDOT Region 3 staff, Saratoga Springs City, the Utah Division of Forestry Fire and State Lands, Mountainland Association of Governments, USACE, and the Saratoga Springs Homeowners Association to meet the needs of the project while complying with federal and state regulations and encouraging local support.

Project Approach

Task 1: Project Management and Coordination

Task 1.1: Project Kick-Off Meeting

Conсор will provide project management and oversight to include coordinating with Midvale City and overseeing project activities including conducting internal meetings, schedule management, and billing. This effort will begin with a kick-off meeting with the City Planning, Engineering, and Public Works Departments, Salt Lake City Department of Public Utilities (SLCDPU), and UDOT. The other stakeholders (Canyons School District, Salt Lake County Parks and Recreation, and UTA) will be brought into a different discussion once we work through key issues with those identified above. The East Jordan Irrigation Company will be involved on the segment of trail adjacent to their facilities when the time comes.

Deliverables:

- Summary of goals and objectives
- Meeting agenda and minutes distributed to all attendees

Task 1.2: Project Work Plan

The Conсор team will develop a detailed project work plan that identifies work breakdown structure, key milestones, resource allocation, risk management, and other key tasks as outlined in this proposal as well as the schedule to accomplish those tasks. It is proposed that a full calendar year will be necessary to design this section of trail as well as develop the agreement with SLCDPU for access to the canal easement. We expect that Midvale City will be required to partner with Salt Lake City on maintenance tasks to accommodate the use of the easement (see risks and mitigations on page 13).

Deliverable:

- Detailed schedule (see page 14)

Task 1.3: Public Engagement Plan

Conсор will develop a public engagement plan specific to the 7800 South to 7500 South Trail Segment that can be used as a template for other trail segments going forward. The engagement plan will include the key events, dates, and methods of engagement that will be used in this and other phases of the project. For the Feasibility Study Open House, we held a public meeting and used scroll plots and boards to explain the trail design process and the proposed alignment.

We would anticipate a similar approach, however, this time it will be more focused with a door-to-door approach and a small flyer to let residents know about the project. We propose holding a small neighborhood meeting at Midvalley Elementary to show specific trail design solutions and mitigation for sensitive topics such as tree removal, privacy, trail and canal maintenance, and law enforcement.



Project Manager Mason Bouck discussing trail features with nearby stakeholders at the Feasibility Study Open House.

Deliverable:

- Public engagement plan

Task 1.4: Regular Team Work Sessions

The Conсор team will schedule and participate in regular work sessions with the City staff and management for this important project. Our team will collaborate and share our findings with the team as the design progresses. We expect team work sessions every two weeks throughout 2024 and the first part of 2025 until the project is advertised for construction. Afterwards, we expect weekly construction meetings to commence with the contractor and construction support staff.

Deliverable:

- Agendas and meeting minutes for all work sessions

Task 2: Stakeholder Coordination

Task 2.1: Canal Owner Outreach

The Conсор team will coordinate with SLCDPU for the segments adjacent to the Midvale Canal Trail and with the East Jordan Canal Company for the segment adjacent to the Canal near Hillcrest High School. Naturally, the outreach to SLCDPU will come first as the 7800 South to 7500 South segment is Phase 1 of this project. Our team frequently works with SLCDPU and during the feasibility study coordinated with **Karryn Greenleaf**, who coordinates the contracts with other cities for access along canal ROW. This is likely the most challenging risk for this project overall and must be handled well to deliver success.

Task 2.2: Adjacent Property Owner Outreach

The Conсор team will coordinate the outreach to the adjacent property owners along each of the segments as they come up for design and construction. The Phase 1 segment between 7800 South and 7500 South is of particular interest because the southern portion of the segment (approximately 50% of the segment) does not already have an access road adjacent to the canal. This means that residents will have a stronger resistance

to creating new access along the canal and we must have an intense communication effort to relate the positive reasons for the trail. The positive reasons include improved law enforcement in the area, safety for students walking to and from Midvalley Elementary, improved access for families to and from Midvalley Elementary, etc.



Task 3: Concept Advancement

Task 3.1: Topographic Survey and Aerial Imagery

Conсор will collect survey data for the proposed Phase 1 corridor including both sides of the canal and the proposed trail crossings at 7800 South and 7500 South. Because of the dense tree cover, our team will develop surfaces using a total station data collection instead of satellite imagery except where no tree cover exists. The survey data will be used for all base information for the design.

Deliverable:

- Topographic survey base file

Task 3.2: Identify Existing ROW

Conсор will collect the existing ROW for the 7500 South and 7800 South crossings and the property corners and easement information along the canal. We will pick up this data at the same time as the topographic data and use the total station for the corners and markers in the easement area.

Deliverable:

- ROW survey base file

Task 3.3: Existing Utility Investigation

The Conсор team will identify the existing utilities and add them to the mapping. We do this by first calling for bluestake utility identification. Once the bluestaking is in place, we shoot the markings to add to our mapping files. We also investigate the depth of services by researching utility maps provided by utility companies.

Deliverable:

- Existing utility base file

Task 3.4: Concept Advancement

Our team will develop a design layout of the trail based on the alignment we developed in the study. Revisions to the alignment will be made based on the information provided in the survey

task. The team will develop 30% plans to depict the alignment including proposed improvements for the future trail crossings at 7800 South and 7500 South. The plans will show impacts to existing features such as fences and other improvements. With the impacts shown, Conсор can develop the potential need for ROW or for temporary construction easements (TCEs).

Deliverable:

- 30% design scroll plot with potential ROW or TCEs identified

Task 3.5: Concept Engineer's Estimate

Conсор will prepare and update an engineer's estimate at this stage of the design so City leaders can evaluate their funding options. The concept will be based on the 30% design and will address the needs of SLCDPU to agree with the project as well as identified property needs or easements.

Deliverable:

- Updated engineer's estimate

Task 4: Environmental and Permitting

Task 4.1: Assess Environmental Needs

The Conсор team will assess the environmental needs of the project as viewed through the NEPA requirements. The main purpose for the NEPA review is for the project to remain eligible for both state and federal funding. The City itself is not required to follow the entire NEPA process, yet by following the process, the project keeps all the funding options open. This task involves developing an alternatives analysis so that the least damaging, practicable alternative is selected.

Task 4.2: Analyze Environmental Resources

To develop a quality alternatives analysis and to prepare a Categorical Exclusion (CE) document, we must first understand what environmental resources are present in the trail corridor. The Conсор team will include both wetland and cultural specialists to assist in the investigation and analysis.

Cultural. Our team will conduct an analysis of the canal and other linear features in the corridor. We will follow the UDOT process for this evaluation by first submitting a UDOT Fieldwork Authorization (FWA) prior to fieldwork and developing the Area of Potential Effect (APE). Canals in the Salt Lake Valley are typically eligible as linear historic resources and there is a potential need for mitigation. Past mitigation efforts included documentation of the canal prior to construction and oftentimes we mitigate impacts by sharing the history of the canal on interpretive signage along the corridor. All analysis and potential impacts and mitigation will be documented and consulted with the Utah State Historic Preservation Office (SHPO) and UDOT. Our team includes Sheri Ellis with Certus Environmental Solutions to document the cultural and paleontological resources on the project.

Deliverables:

- Cultural Resource Inventory Report
- UDOT and SHPO coordination documents

Air Quality. Our team will also identify any air quality concerns; however, generally trail corridors are seen as an improvement for air quality and not a hindrance. We will follow the Utah Department of Environmental Quality (UDEQ) and UDOT guidelines, but this is generally not a concern except at the roadway crossings. At the crossing locations, we will analyze the traffic volumes, capacity, and level of service to determine if the trail has any impact on existing or future traffic conditions and will affect air quality.

Deliverable:

- Air quality analysis

Threatened and Endangered (T&E) Species. T&E species are often an area of concern for trail corridors. In the case of the Midvale Canal trail corridor, it is likely that T&E species will be found. Our team will conduct an investigation, although we already know that habitat for the Yellow-billed Cuckoo is found along the canal. To mitigate this, we will develop a plan for construction scheduling that avoids the nesting season. We will look for other species as well. No known T&E species have been found in the corridor.

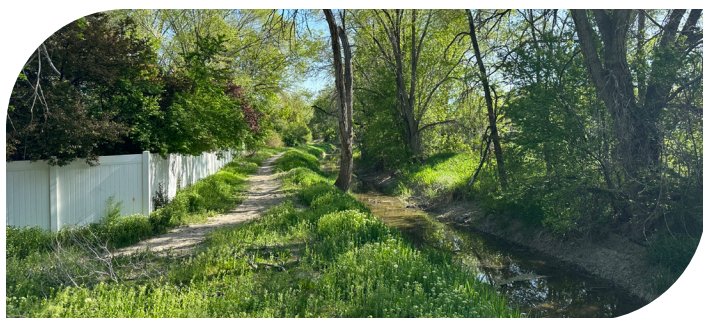
Deliverable:

- T&E flora and fauna survey results memorandum

Wetland and Waters of the U.S. Our team has the environmental expertise to identify the existing wetlands and Waters of the U.S. in the corridor. It is most likely that only Waters of the U.S. will be identified. In our initial reviews of the corridor, no wetlands were present, but we will search again to verify. Waters of the U.S. will be identified with the ordinary high water mark (OHWM) and we will also show their inlet and outlet, which ultimately will be the deciding factor on jurisdiction. It is our opinion that both canals will be jurisdictional because of Waters of the U.S. and not because of wetland habitat. It appears both canals were excavated in uplands.

Deliverables:

- Wetlands and Waters of the U.S. survey results memorandum
- Hazard materials investigation



Hazardous Materials. Our team will also conduct an investigation of hazardous materials in the trail corridor. Although unlikely to find materials classified as hazardous, it is possible. We have found in the past that some residents dumped garbage or used oil, etc. in the canal corridor. If encountered we will address the issue with a remediation plan.

Deliverable:

- Hazardous material survey memorandum

Task 4.3: Write CE Document

The Consor team will write the CE document following the UDOT requirements. Again, to remain eligible for state and federal funding, this is a wise choice. It also identifies what was researched and what resources will be impacted and mitigated by the project. It is simply a good idea to take this step. Our team has written dozens of CEs for UDOT and other agencies. We will follow the CE process for a non-PIN project and can be easily converted to a PIN project if future funding is identified.

Deliverable:

- Draft CE document

Task 4.4: Obtain CE Approval

Our team will seek approval of the draft CE from UDOT Region 2 as a non-PIN project. This leaves all options open and clears the way for the trail project to proceed as planned. Our team includes a former Region 2 environmental manager so we are well aware of the process and requirements for approval.

Deliverable:

- Approved CE

Task 4.5: Obtain Stream Alteration and Canal Permits

Our team will seek approval of the Stream Alteration Permit, coordinate closely with the Utah Division of Water Rights (UDWR), and obtain the canal permit from SLCDPU. Our team understands close coordination with Salt Lake City will be key to project completion as the trail will be within their ROW and cannot be installed without their approval.

Deliverable:

- Approved Stream Alteration and Canal Permits

Task 5: Final Design

Task 5.1: Final Design Development

The Consor team will develop design for the required trail, drainage features, trail amenities, fencing, pavement section, accessibility, access controls, maintenance requirements, and additional features based on Midvale City standards. Consideration will be given to community input and decisions made by the Consor and Midvale City team to accurately provide design elements meeting agreed upon community input. We will address trail connections at 7500 South and 7800 South to plan

for future crossings at these locations on future trail phases. We will follow the traditional 30% (concept), 60%, 90%, and 100% (final) plan submittal process.

Deliverables:

- Progress prints of design plans and associated documents upon request
- 60%, 90%, and 100% plan sets

Task 5.2: Geotechnical Investigations

Consor has a long history of work with AGECE, who will provide geotechnical investigation for the project. As a team, we will determine the geotechnical scope required for design to limit any excess work. AGECE will perform site investigations and provide recommendations in a memorandum. Recommendations will be reviewed by Consor and implemented into final design. Consor will work with Midvale City to determine needs for geotechnical services but it is not expected to be required during this phase.

Task 5.3: Utility Coordination and Design

Our team will contact utility companies to obtain record drawings of any utilities, both above and below ground, within the project area. Existing utilities and easements will be identified and included in base mapping in Task 3. Utility company points-of-contact will be established and logged in the Utility Conflict Matrix (UCM). We will also contact each utility company within the project limits to inform them of the project scope and meet with them to discuss the scope as necessary. In coordination with the survey team, Consor will investigate existing utilities in the field to identify ownership, utility type, utility feature sizes, material, inverts, offsets to other features, and other information pertinent to the project. Consor does not anticipate the need for subsurface utility engineering (SUE), but based on the project's needs, we will work with Midvale City to determine SUE levels and associated costs. The developed plan sheets will be sent to each utility company present within the project limits for review and comment.

Deliverable:

- Working UCM file



Task 6: Construction Documents

Task 6.1: Progress Design Submittals

Projects typically have progress submittals at specified levels. For

this project, we envision submittals at 30% (concept) to establish trail alignment allowing for completion of all other design elements and deliverables including environmental, drainage, ROW, survey, and public engagement. Additional submittals at 60% and 90% will be provided. At each submittal, Consor will compile the documents into a package for distribution and review by Midvale City. The review package will be distributed 10 working days in advance of a scheduled review meeting where comments will be discussed and a resolution defined.

Deliverable:

- Completed design plans and associated documents

Task 6.2: Final Construction Documents

Our team will complete final design based on project scope and commitments made to SLCDPU as part of the canal permit approval and final design layout of the trail. Revisions to the design will be made based on the information provided during scheduled reviews and agreed upon solutions. The team will develop 100% plans to fully depict the alignment, including proposed improvements for the future trail crossings at 7800 South and 7500 South, and full contract documents. The plans and specifications will include safety features such as fences and other improvements required to provide a safe trail along the corridor in addition to addressing future improvements for the future trail crossings at 7800 South and 7500 South.

Deliverables:

- 100% plans and details
- Updated comment resolution form

Task 7: Construction Estimating

Task 7.1: Engineer's Estimate

Our team will finalize the engineer's estimate. Craig DeRose, our senior engineer and construction inspector, will review and provide accurate unit quantities and pricing. The final estimate will incorporate all design changes and address any commitments made to SLCDPU for site access and improvements.

Deliverable:

- Final engineer's estimate

Task 8: Contract Advertisement

Task 8.1: Develop M&P

We will develop M&P documentation meeting contract specifications and industry standards. Completed M&P will be reviewed by Craig DeRose to verify accuracy between specifications and construction management enforcement. The final M&P will incorporate all design changes and address any comments received during document reviews.

Deliverable:

- Final M&P document

Task 9: Construction Support

Task 9.1: Construction Management

Upon awarding the project to the selected contractor, Consor will appoint a resident engineer (RE) from our team of construction management experts, equipped with comprehensive familiarity with APWA Utah Chapter's Manual of Standard Specifications, local government standards, and AASHTO guidelines, providing full compliance with project requirements. Our accredited lab will conduct all necessary testing, enabling seamless coordination of all construction management aspects by our in-house team. When necessary, the RE will collaborate with our design staff to offer design support during construction.

Deliverables:

- Materials testing, inspection reports, closeout documentation
- Construction management has not been included in our fee

but will be negotiated once a final construction schedule is determined

Task 9.2: Design Support During Construction

We will provide design support throughout the construction phase, implementing the project according to the approved construction plans and specifications. We will collaborate closely with the RE, offering expertise and assistance to address any design-related issues or challenges that may arise during construction. Our goal is to maintain the integrity of the design while facilitating a smooth and successful construction process.

Deliverables:

- Engineering updates addressing identified items
- Design support during construction has not been included in our fee but will be negotiated once a final construction schedule is determined

Potential Risks and Mitigations

Risk: SLCDPU. Canal easement for the trail will limit access for canal maintenance. Historically, canal debris is wasted in access road area or within ROW. **Mitigation:** The Consor team will work closely with SLCDPU to address their concerns and establish a maintenance agreement with the City along the corridor. Paved trails provide improved access, simplifying clearing of trees and removal of canal debris. The proposed agreement will cover hauling of canal debris off-site by the City and limit equipment to rubber-tracked excavators or tired vehicles to protect the trail. The trail pavement section design will address maintenance vehicle loads.

Risk: Resident opposition. The corridor currently has no public access behind residential properties and in some location no access road. Access can be seen as an infringement on privacy and safety. **Mitigation:** The Consor team will implement community engagement to address residents' concerns, foster trust, and promote cooperation. Consor will investigate and implement safety features including ROW fences, privacy screening, and other features to limit vehicular access to the trail as anticipated.

Risk: Pedestrian crossings at 7500 South and 7800 South roadways. Trail users will need to cross these roads at designated trail access points. **Mitigation:** Consor will address future safety crossings at 7500 South and 7800 South with installation of crosswalks including traffic signals and signage. Additional measures can include speed reducing measures and visibility improvements.

Availability of Staff and Proposed Schedule

Striking the right balance between all deliverables requires a comprehensive understanding of project requirements, stakeholder expectations, and regulatory constraints. These factors have been considered in our developed schedule on the next page. Drawing on his past experience creating the feasibility study, Mason Bouck, our project manager, will carefully plan and manage the schedule so that all aspects are given the appropriate time and attention they deserve. He will adjust durations as required during the project to meet key times for specific tasks (for example, environmental assessments for T&E species during summer months to provide accurate findings) Consor's staff is available and equipped to successfully complete the project for a timely and effective delivery.

We recognize it is essential to allocate sufficient time for the environmental assessment process. The Consor team understands the significance of environmental considerations for trail projects as we have recently completed several similar

projects including Loafer Mountain Parkway in Utah County and are in design for similar trails in Heber Valley and near Utah Lake. As outlined in Task 4, our approach involves conducting comprehensive environmental investigations as required by the scope to assess the potential impact of the trail on the surrounding ecosystem. This will include studies on T&E species, cultural, air quality, wetlands, Waters of the United States, hazardous materials, and other ecological factors. These factors are standard for trail projects and our experienced team has recently completed similar CEs where close coordination with the approving agencies allowed for delivery of an approved CE and obtaining of permits. Per our schedule, these are anticipated to be received by the fall of 2024 to allow for float during final design. We will employ advanced environmental assessment techniques so that the trail's construction and operation minimizes harm to the environment while promoting sustainability.

We know the success of the project hinges on our adeptness at fostering close public engagement and conducting advanced environmental investigations. Consor places a high value on involving the public throughout the planning and development stages. Per Task 2, we will utilize our public engagement team, led by Ashlie Albrecht, to implement various outreach approaches such as public meetings, surveys, and community workshops to gather feedback and address concerns from nearby residents, businesses, and other stakeholders. Through active engagement with the community, Consor will align the trail project with project goals and those it aims to benefit, cultivating a strong sense of ownership and support among the community.

As the project enters its final stages, the focus shifts towards completing the trail's design in preparation for advertising the beginning of May 2025. This timeframe allows for meticulous attention to detail so that all aspects of the design meet regulatory standards and community expectations. **By advertising the project in spring, we can set the stage for construction to commence in the summer and finish through the fall with completion prior to December 31, 2025.** With this strategic timeline, the project will remain on track for implementation with construction ideally beginning in the summer months when weather conditions are favorable for outdoor work.

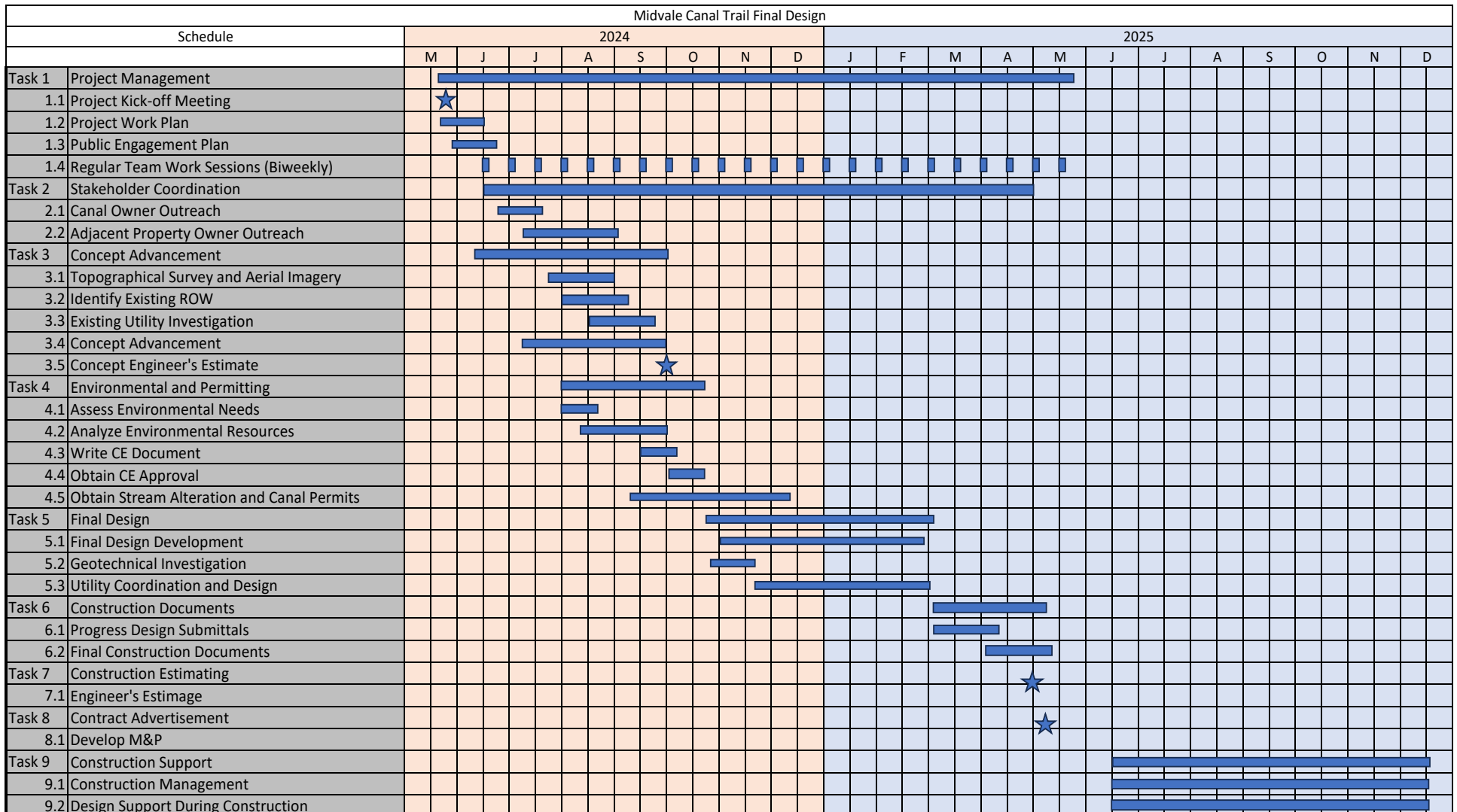


EXHIBIT C – ENGINEER’S PROPOSED PAYMENT SCHEDULE

Cost Estimate

MIDVALE CITY JORDAN AND SALT LAKE CITY CANAL TRAIL FROM 7500 SOUTH TO 7800 SOUTH COST PROPOSAL																	
TASK DESCRIPTION:		PROJECT MANAGER	DESIGN MANAGER	TRAIL ENGINEER	TRAIL EIT	DRAINAGE ENGINEER	DRAINAGE EIT	LANDSCAPE ARCHITECT	SURVEY/ROW MANAGER	SURVEY CREW (2-MAN)	ENVIRONMENTAL SPECIALIST	PUBLIC INVOLVEMENT LEAD	PUBLIC INVOLVEMENT SUPPORT	UTILITY LEAD	UTILITY ENGINEER	HOURS PER TASK	COST PER TASK
TASK DESCRIPTION:		LABOR HOURS:															
Task 1	Project Management																
1.1	Project Kick-Off Meeting and Tour	2	2	2							2	2				10	\$ 1,650.00
1.2	Project Work Plan	6	6													12	\$ 2,670.00
1.3	Public Engagement Plan	4										2	4			10	\$ 1,740.00
1.4	Regular Team Work Sessions	18	18	12		4		2			6	6		2		68	\$ 12,220.00
Task 1 Subtotal		30	26	14	0	4	0	2	0	0	8	10	4	2	0	100	\$ 18,280.00
Task 2	Stakeholder Coordination																
2.1	Canal Owner Outreach	2	2									16	30			50	\$ 6,730.00
2.2	Adjacent Property Owner Outreach	2	2									20	25			49	\$ 6,690.00
Task 2 Subtotal		4	4	0	0	0	0	0	0	0	0	36	55	0	0	99	\$ 13,420.00
Task 3	Concept Advancement																
3.1	Topographical Survey and Aerial Imagery	1							6	16						23	\$ 4,975.00
3.2	Identify Existing ROW	1							4	8						13	\$ 2,785.00
3.3	Existing Utility Investigation	1							2	2				4	6	15	\$ 2,315.00
3.4	Concept Advancement	2	4	12	32	4	6	2								62	\$ 7,530.00
3.5	Concept Engineer's Estimate	1	2	2												5	\$ 925.00
Task 3 Subtotal		6	6	14	32	4	6	2	12	26	0	0	0	4	6	118	\$ 18,530.00
Task 4	Environmental and Permitting																
4.1	Assess Environmental Needs	2	4								12					18	\$ 2,490.00
4.2	Analyze Environmental Resources	1									40					41	\$ 4,245.00
4.3	Write CE Document	1									16					17	\$ 1,845.00
4.4	Obtain CE Approval	1									16					17	\$ 1,845.00
4.5	Obtain Stream Alteration and Canal Permits	2									16					18	\$ 2,090.00
Task 4 Subtotal		7	4	0	0	0	0	0	0	0	100	0	0	0	0	111	\$ 12,515.00
Task 5	Final Design																
5.1	Final Design Development	6	16	32	80	8	24	6								172	\$ 21,270.00
5.2	Geotechnical Investigation (Not expected this phase)															0	\$ -
5.3	Utility Coordination and Design	4	6											8	16	34	\$ 5,100.00
Task 5 Subtotal		10	22	32	80	8	24	6	0	0	0	0	0	8	16	206	\$ 26,370.00
Task 6	Construction Documents																
6.1	Progress Design Submittals	4	8	32	48		4	6								102	\$ 12,860.00
6.2	Final Construction Documents	2	4	16	24		4	4						4	6		\$ 7,990.00
Task 6 Subtotal		6	12	48	72	0	8	10	0	0	0	0	0	4	6	102	\$ 20,850.00
Task 7	Construction Estimating																
7.1	Engineer's Estimate	1	2	2	24											29	\$ 3,325.00
Task 7 Subtotal		1	2	2	24	0	0	0	0	0	0	0	0	0	0	29	\$ 3,325.00
Task 8	Concept Advancement																
8.1	Measurement and Payment	1	2	2												5	\$ 925.00
Task 8 Subtotal		1	2	2	0	0	0	0	0	0	0	0	0	0	0	5	\$ 925.00
Task 9	Construction Services																
9.1	Construction Management *															0	\$ -
9.2	Design Support During Construction *															0	\$ -
Task 9 Subtotal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
TOTAL LABOR HOURS		65	78	112	208	16	38	20	12	26	108	46	59	18	28	770	
LABOR COSTS		\$ 15,925.00	\$ 15,600.00	\$ 15,680.00	\$ 20,800.00	\$ 2,240.00	\$ 3,800.00	\$ 2,000.00	\$ 2,100.00	\$ 5,980.00	\$ 10,800.00	\$ 6,440.00	\$ 7,080.00	\$ 2,970.00	\$ 2,800.00	\$ 114,215.00	\$ 114,215.00

Direct Costs						
Sub Consultant	Quantity	Unit	Unit Cost	Total Cost		
Cultural Survey	1	Each	\$2,500.00	\$ 2,500.00		
Geotechnical (Not expected during this phase)	0	Each	\$0.00	\$ -	Not expected for this phase	
Potholes	0	Each	\$2,500.00	\$ -		

* Tasks 9.1 Construction Management and 9.2 Design Support During Construction are not included and will be negotiated once a final construction schedule is determined.

Task Costs	\$ 114,215.00
Direct Costs	\$ 2,500.00
GRAND TOTAL	\$ 116,715.00



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 18, 2024

SUBJECT: Review and Approval of 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.

SUBMITTED BY: Erinn Summers, Project and Policy Manager

SUMMARY:

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.

A resolution has been prepared for the Council's consideration.

STAFF'S RECOMMENDATION AND MOTION: I move 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.

**MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-35**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL
AGREEMENT FOR ANIMAL SERVICES BETWEEN MIDVALE AND SALT LAKE
COUNTY ANIMAL SERVICES**

WHEREAS, Midvale City (City) is a body corporate and politic of the State of Utah; and

WHEREAS, Salt Lake County, a body corporate and politic of the State of Utah, provides Animal Services to unincorporated portions of Salt Lake County and, by contract, to other municipalities under Chapter 8.02 of the Salt Lake County Code of Ordinances; and

WHEREAS, City has contracted with Salt Lake County Animal Services Division (Animal Services) to furnish animal service needs within Midvale City boundaries since 1986; and

WHEREAS, the current Interlocal Animal Services Agreement between City and Animal Services ends June 30, 2024; and

WHEREAS, Midvale City has a continued need for animal services; and

WHEREAS, Animal Services is able and willing to continue providing all animal service needs within Midvale; and

WHEREAS, City and Animal Services have negotiated a new agreement to continue existing levels of service of animal services in Midvale to commence July 1, 2024; and

WHEREAS, Midvale City and Salt Lake County Animal Services have reviewed the Interlocal Agreement for Animal Services between Midvale and Salt Lake County Animal Control Services and find the terms to be acceptable.

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

Section 1. The City Council hereby authorizes Mayor Stevenson to execute the Interlocal Agreement for Animal Control Services between Midvale and Salt Lake County Animal Services.

Section 2. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 18th day of June, 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	_____	_____

County Contract No. _____
D.A. No. 23-_____

INTERLOCAL AGREEMENT
FOR
ANIMAL CONTROL SERVICES

This Agreement (“Agreement”) is entered and effective July 1, 2024, by and between SALT LAKE COUNTY, a body corporate and politic of the state of Utah (the “County”), and MIDVALE CITY, a municipal corporation of the state of Utah (the “City”). County and City are collectively referred to herein as the Parties.

WITNESSETH

WHEREAS, County provides Animal Services to unincorporated portions of Salt Lake County and by contract to other municipalities; and

WHEREAS, City is in need of such Animal Services and County is willing to provide such Animal Services to City pursuant to the terms and conditions of this Agreement; and

WHEREAS, pursuant to the authority granted in Utah Code 11-13-1, et seq. (“Interlocal Cooperation Act”), the City desires to enter into a service contract with the County for Animal Services to be provided through Salt Lake County Animal Services (“Animal Services”); and

WHEREAS, Parties understand that the Animal Services to be provided hereunder will be provided on a cost per citizen basis, and the Parties have determined and agreed that such cost basis is reasonable, fair, and adequate compensation to the County for providing such services.

WHEREAS, Parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, mutual covenants, and undertakings of the Parties, and in compliance with and pursuant to the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1. **Scope of Services.** The County shall furnish all Animal Services reasonably needed by the City and as set forth in this Agreement (“Animal Services”) to the City within the corporate limits of MIDVALE CITY (the “City Limits”).

2. **Description of Minimum Level of Animal Services.** Continuously throughout the term of this Agreement, the County shall provide, at minimum, the following Animal Services within the City Limits:

a. ***Administrative.*** Administrative personnel, equipment, and supplies necessary to provide an Animal Services department in compliance with all applicable laws.

b. ***Licensing.*** Personnel, equipment and supplies to provide an animal licensing program, that includes, (i) collecting license fees, (ii) issuing licenses, (iii) enforcing license requirements, and (iv) licensing outreach programs.

c. ***Regulating.*** Personnel, equipment, and supplies necessary to provide an animal regulation program, including, (i) a regular and systematic program of animal control enforcement; (ii) enforcement of state laws and regulations and the City ordinances (and amendments thereto including, issuing citations and promptly transmitting information copies of such citation to the City); and (iii) administrative penalties and notice of violations; (iv) providing animal services enforcement on an emergency basis.

d. ***Controlling and Shelter Services.*** Personnel, equipment and supplies necessary to (i) catch stray domestic animals; (ii) operate and manage an animal control shelter, including; (iii) impounding stray animals; (iv) collecting any fees or fines owed for such stray or impounded animals; (v) limiting domestic/companion livestock; and (vi) providing care, assessments, and dispositions for animals while in temporary shelter care.

e. ***Programs Funded Countywide.*** Personnel, equipment, supplies, and volunteers necessary to support the Animal Services Outreach Programs, which include but are not limited to: Community outreach and education programs, adoption events, Community Action Team, Spay and Neuter, Rescue/Foster; Behavior Assessment; Humane Education; Microchips; Software; Protected Services; and any other programs developed by Animal Services to improve services to the community. These programs are responsible for ensuring a steady live release rate by reducing in-taking and increasing animal placement. These programs are provided in order to maintain the County's "No-Kill" philosophy. *List of programs may alter pending County Council's program approval and funding availability.

f. ***Others.*** Personnel, equipment and supplies necessary to provide other related support services, including, (i) selling impounded animals in accordance with reasonable animal control procedures; (ii) an adoption program for impounded animals; (iii) disposing of impounded animals in its sole and absolute discretion ("disposing" shall mean euthanizing impounded animals in a humane fashion); (iv) disposing of animal carcasses in accordance with reasonable animal control procedures; and (v) handling injured or sick animals.

3. **Staff Deployment.**

a. ***Animal Control Officers.*** In order to provide Animal Services to the City, County shall provide the personnel, equipment, and supplies necessary to provide such

Animal Services. The County shall appropriate the number of animal control officers on cases originating in the City. Both Parties acknowledge that any animal control officers work in all jurisdictions and are deployed based on highest priority calls.

b. ***Emergencies.*** The County shall provide the personnel, equipment and supplies necessary to make an animal control officer available or on call twenty-four hours per day, three hundred sixty-five (365) days per year, subject to section 3(a), above.

4. **“No-Kill” Philosophy.** County maintain its “No-Kill” philosophy within the limits of industry standard, for the duration of this Agreement. City agrees that it will take no action to compromise the County’s ability to run its “No-Kill” programming.

5. **Certification.** All personnel providing Animal Services within the City Limits shall have the same certification, meet the same requirements and training, and, on average, have a similar level of experience, as other personnel regularly employed by Salt Lake County’s Animal Services.

6. **County Liaison.** The Director of Animal Services or designee shall act as liaison with the City to coordinate and oversee the delivery of Animal Services and to attend meetings of the City (including cabinet meetings and advisory committees) and meetings with the City Council to discuss Animal Services, as requested by City.

7. **Coordination with City’s Liaison.** The City shall designate a liaison (the “City’s Liaison”) to coordinate the delivery of Animal Services.

8. **Services Performed in a Professional, Reasonable Manner.** The Animal Services shall be provided by County in a professional, ethical manner in compliance with all laws and applicable professional standards in the industry. Subject to the foregoing, the exact nature of how the Animal Services are to be provided, the discipline of personnel, and other matters incidental to providing the Animal Services shall remain with the County.

9. **Conflict Resolution.** In event of a dispute between the Parties regarding Animal Services of this Agreement, the Parties agree (without limiting any and all other legal and equitable remedies) that a representative of the City will meet as soon as practical with a representative of the County to discuss and attempt to resolve such dispute. If a resolution is not forthcoming, then the aggrieved party may file a discrepancy report with the Mayor of the City or the director of Animal Services (as the case may be). The discrepancy report shall be in writing and shall contain a detailed description of the dispute and the aggrieved party’s proposed resolution of the dispute. The party receiving the discrepancy report shall then have ten (10) days to notify the aggrieved party in writing of its agreement or disagreement with the proposed solution of the dispute described in the discrepancy report. If the Parties do not agree, then the dispute shall be resolved pursuant to section 20 below.

10. **Equipment and Facilities.**

a. ***Equipment.*** In providing Animal Services, at the County's sole discretion, shall furnish and supply necessary labor, supervision, equipment, supplies, facilities, uniforms, badges, and other items of equipment necessary.

b. ***Facilities.*** In connection with its performance of Animal Services, the County shall continue to maintain and operate its animal care facility at 511 West 3900 South, Salt Lake City, Utah 84123.

c. ***Ownership.*** The County shall retain full ownership of all equipment, branding rights, vehicles, and facilities used to provide the services under this Agreement. No property interest in facilities or equipment shall accrue to City.

11. **Reports and Notice of Performance.** The County shall provide the following reports and notices to the City:

a. ***Quarterly Reports.*** The County shall maintain daily activity logs of all Animal Services provided within the City Limits. On a calendar quarter basis, the County shall provide a summary of this information to the City. The summary report shall be in such form and contain such information as may be designated by the City from time to time. It is anticipated that the summary will detail the monthly number of stray animals picked up; the number of calls; the number of animals impounded; and the number and type of impounded animals euthanized. The reports provided for herein will be used by the County and the City to measure the performance of the County in fulfilling its obligations under this Agreement.

b. ***Annual Report.*** In addition to the quarterly reports listed above, the County shall provide an annual report and present such report to the City upon request at a regularly scheduled City meeting. The annual report shall summarize the information from the quarterly reports; demonstrate the performance level of the Animal Services over the previous year; and demonstrate that the County has complied with all of its obligations under this Agreement. Performance and emphasis goals will be presented and discussed for the next year in anticipation of renewal of this Agreement.

c. ***Notice of Complaints and Exceptional Behavior.*** The City shall refer to director of Animal Services all complaints from City residents regarding Animal Services. The County shall promptly act to resolve such complaints in an equitable, timely manner. The County further shall document any commendable behavior regarding Animal Services and a brief summary shall be provided at to the quarterly Advisory Committee. These documents will be used by the City to help measure the performance of the County in fulfilling its obligations under this Agreement.

d. ***Additional Disclosure and Policy Development.*** From time to time, the County may provide private, controlled, or protected information under the Government Records

Management Act to the mayor and/or designee of the City. The Parties agree to jointly develop and implement a policy for communicating and safeguarding such information.

12. **Employment Status.**

a. ***Official Status.*** The County shall have complete control and discretion over all personnel providing Animal Services. Those personnel shall be and remain employees of the County.

b. ***Salary and Wages.*** The City shall not have any obligation or liability whatsoever for the payment of any salaries, wages or other compensation to personnel providing Animal Services.

c. ***Employment Benefits.*** All personnel providing Animal Services are and shall be and remain County employees. All personnel providing Animal Services shall have no right to any City pension, civil service, or any other City benefits or compensation pursuant to this Agreement or otherwise.

13. **Indemnification.** The City and the County both governmental entities under the Utah Governmental Immunity Act, Subsection 63-30d-101 et seq. (Utah Code Annotated 1953 as amended). Therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts that it commits or that are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Utah Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law. The City shall defend, indemnify, save and hold harmless the County, including its elected and appointed officers and employees, from and against demands, claims, actions and/or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from actions of the City's agents, officers or employees, the County's enforcement of City ordinances that are alleged to be unconstitutional, or improper disclosure by the City of private, controlled, or protected information under the provisions of the Government Records Access and Management Act. The County shall defend, indemnify, save and hold harmless the City, including its elected and appointed officers and employees, from and against demands, claims, actions and/or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from actions of the County's agents, officers or employees, or improper disclosure by the County of private, controlled, or protected information under the provisions of the Government Records Access and Management Act.

14. **Term.** This Agreement shall be effective on July 1, 2024, and unless renewed or sooner terminated as provided herein, shall terminate on June 30, 2029.

15. **Renewal, Termination, and Non-Funding.**

Renewal. The City may renew this Agreement for up to three five-year renewal periods, on the same terms and conditions as set forth in this Agreement, except the Contract Price (defined below), by notifying the County by April 15, or as soon thereafter as practical, immediately

preceding the expiration of this Agreement that it elects to renew this Agreement. No later than the following May 15 of such year, or as soon thereafter as practical, the County shall notify the City in writing of its intent to accept such renewal for additional five- year periods and shall specify any adjustments to the compensation to be paid hereunder by the City. The Contract Price may increase minimally each year as provided in Section 16. The governing bodies of the County and the City may then finalize negotiations concerning, and grant final approval of, such renewal. Otherwise, this Agreement shall terminate on June 30 of such year.

a. **Termination.** Notwithstanding anything to the contrary, either party may terminate this Agreement at any time, with or without cause, by giving at least one hundred eighty (180) days prior written notice to the other party.

b. **Non-Funding.** The Parties acknowledge that funds are not presently available for the performance of this Agreement beyond the end of each Party's fiscal year, which is June 30 for the City, and December 31 for the County. Each Party's obligation for performance of this Agreement beyond that date is contingent upon renewal of this Agreement as provided above and funds being appropriated for payment due and providing the Animal Services under this Agreement. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on either Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated or in the event of reduction in appropriation, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other changes of any kind whatsoever to the Parties, and no right of action or damages or other relief shall accrue to the benefit of the other Party as to this Agreement, or any portion thereof, which may so terminate and become null and void.

16. **Notice to City of Changes in Subsequent Year Contract Price.** The County may adjust the Contract Price for each renewal year based upon, but not limited to, changes in the City's population, the Consumer Price Index, and the number of participating cities, at the County's sole discretion, by notifying the City in writing within ten business days of the County's adoption of its annual budget. City may terminate the Agreement within 180 days of that notice.

17. **Collection of Fees.**

a. **County Collect and Retain Fees.** The City shall adopt the fee ordinance currently used by the County for Animal Services. Throughout the term of this Agreement, the County shall collect on behalf of the City all license fees, assessments, impound fees, or fines (collectively, the "**Fees**") and other applicable charges for Animal Services performed within the

City Limits. The amounts so collected shall be retained by the County.

b. ***Delegation of Power to Collect Fees.*** To the extent necessary, the County shall have all lawful powers of the City to enable efficient enforcement of license fee assessments, to impound fees, and to collect fines for Animal Services, if any.

18. **Payment for Services and Remittance.** . The City shall pay the amount (the "**Contract Price**") of \$406,618 annually (preferred payment), or \$101,654.50 per quarter, or \$33,884.83 per month for the period of July 1, 2024 through June 30, 2025. The Contract Price shall be divided into annual, quarterly, or monthly shares, and the City shall remit the payment to:

Salt Lake County Mayor's Finance
2001 South State Street, Room N4100
Salt Lake City, UT 84190

Payments shall be due and payable based on annual, quarterly, or monthly payment schedule specified in Salt Lake County Policy 1220.

19. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

County: Animal Services Division Director
 Salt Lake County Animal Services
 511 West 3900 South
 Salt Lake City, UT 84123

City: Midvale City Manager
 7505 South Holden Street
 Midvale, UT 84047

With a copy to:

Midvale City Attorney
7505 South Holden Street
Midvale, UT 84047

20. **Claims and Disputes.** Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or unless otherwise agreed in writing, during any such litigation the County shall carry on

Animal Services, and the City shall continue to make payments to the County in accordance with the terms of this Agreement.

21. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

22. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

23. **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

24. **Time.** Time is the essence hereof.

25. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

26. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

27. **Rights and Remedies.** The rights and remedies of the Parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

28. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

29. **Exhibits.** All exhibits 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 exhibits and writings.

30. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

31. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;
- (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Cooperation Act;
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement.
- (f) Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.
- (g) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this Agreement to be duly executed on the date and year specified above.

SALT LAKE COUNTY

MIDVALE CITY

By: _____
Mayor or Designee

By: _____
Mayor or Designee

Date: _____

Date: _____

ADMINISTRATIVE APPROVAL:

By: _____
Animal Services
Division Director or Designee

ATTEST:

By _____
City Recorder

Date: _____

Date _____

By: _____
Public Works Director or
Designee

Approved as to Proper Form and Compliance
with Applicable Law:

Date: _____

By _____
Senior City Attorney

Reviewed as to Form:

Date _____

By:

Ryan Lambert,
Deputy District Attorney

Date: _____



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 18, 2024

SUBJECT: Review and Approval of 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.

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. 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 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.

When Utah Code Ann. § 54-17-901 was established, it included a requirement that a municipality or county adopt a resolution by December 31, 2019 to participate in the Agency. This past legislative session, the Utah State Legislature passed SB 214 which removed the deadline requirement from the code. The removal of the deadline to join provides Utah communities who are not members of the Agency the opportunity to join. On June 3, 2024, the Community Renewable Energy Board passed a resolution formalizing the pathway for prospective parties to join the Agency. The process starts with interested municipalities submitting a Prospective Party Application Form before July 15. This application is not binding, but authorizes the Agency to request the number of customers served under each rate schedule, monthly kWh load for each customer class, and a ten-year load forecast for each customer class from RMP on behalf of Midvale City. The data gathered will be used to calculate the cost for customers participating in the program. 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, appoint a representative to the Agency board, and pass an ordinance by August 31, 2024.

On April 16, 2024, Midvale City Council passed a proclamation in support of the Community Renewable Energy Program, proclaiming that Midvale City "shall explore how to make the Community Renewable Energy Program available to Midvale City residents". Midvale City staff have prepared an application for submission to the Agency for Council's review. The City Council's approval is necessary to authorize the Mayor to submit the application on behalf of Midvale City. A resolution has been prepared for the Council's consideration.

STAFF'S RECOMMENDATION AND MOTION: I move 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.

**MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-36**

**A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION FOR
MIDVALE TO BECOME A PROSPECTIVE PARTY OF THE COMMUNITY
RENEWABLE ENERGY AGENCY**

WHEREAS, Midvale City (City) is a body corporate and politic of the State of Utah; and

WHEREAS, the Community Renewable Energy Agency (Agency) is an Interlocal Entity, formed by several public entities, which coordinates directly with Rocky Mountain Power (RMP), to provide net-100% renewable energy by 2030 to their respective communities, pursuant of the Interlocal Cooperation Act (Utah Code Ann. §11-13-102) and the Community Renewable Energy Act (Utah Code Ann. § 54-17-901); and

WHEREAS, when the Community Renewable Energy Act was initially enacted, in 2019, it required municipalities adopt a resolution by December 31, 2019 to be eligible to join the Agency; and

WHEREAS, in 2024, the Utah State Legislature passed SB214, modifying deadline to pass a resolution for municipalities to join the Agency; and

WHEREAS, on April 16, 2024, Midvale City Council passed a proclamation in support of the Community Renewable Energy Program, proclaiming that Midvale City “shall explore how to make the Community Renewable Energy Program available to Midvale City residents”; and

WHEREAS, on June 3, 2024 the Community Renewable Energy Board passed a resolution formalizing the pathway for non-member municipalities to join the Agency; and

WHEREAS, the Agency requires municipalities to submit a non-binding Prospective Party Application by July 15, 2024, permitting the Agency to seek energy consumption data from RMP on the municipality’s behalf and begin conversations to explore what joining the Agency would look like for the municipality; and

WHEREAS, Midvale City has reviewed the application and find the terms acceptable.

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

Section 1. The City Council hereby authorizes Mayor Stevenson to submit a Prospective Party Application form for Midvale to become a prospective party of the Community Renewable Energy Agency.

Section 2. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 18th day of June, 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	_____	_____



Community Renewable Energy Agency Prospective Party Application Form

1. What is your municipality's or county's legal name?

2. Is your community served in whole or in part by Rocky Mountain Power? *(Only areas served by Rocky Mountain Power are eligible)*

Yes No

3. What was your municipality's or county's population in 2023 according to the [US Census Bureau Incorporated Places and Minor Civil Divisions Datasets: Subcounty Resident Population Estimates: April 1, 2020 to July 1, 2023 \(SUB-EST2023\)](#) for Utah? *(Find this number in column O)*

4. In the table below, find the row number for which the population number entered above is equal to or greater than the entry in column B and equal to or less than the entry in column C:

A	B	C	D	E
	Low End of Population	High End of Population	Prospective Party Initial Payment [Due 8/31/24]	Prospective Party Final Payment [Due 8/31/25]
1	209,593	999,999	\$ 101,050.30	\$ 101,050.30
2	134,470	209,592	\$ 47,899.22	\$ 47,899.22
3	114,908	134,469	\$ 37,916.77	\$ 37,916.77
4	87,267	114,907	\$ 35,737.26	\$ 35,737.26
5	62,205	87,266	\$ 18,421.40	\$ 18,421.40
6	32,204	62,204	\$ 10,942.10	\$ 10,942.10
7	8,254	32,203	\$ 6,742.38	\$ 6,742.38
8	5,221	8,253	\$ 2,237.95	\$ 2,237.95
9	589	5,220	\$ 481.26	\$ 481.26
10	0	588	\$ 106.74	\$ 106.74

a. In the table above, what are the Initial Payment and Final Payment numbers shown in columns D and E for the row number matching your community's population?

Initial Payment (from column D): Final Payment (from column E):

5. Do you agree to develop a map depicting the geographic boundaries of your municipality or county in a manner that is consistent with [these samples](#)? *(Please check one)*

Yes No

a. Would you like assistance developing your community's boundary map so that it is consistent with other such maps? *(Please check one)*

Yes No

b. If available, please name a staff person who works for your municipality or county with whom the Agency can communicate about your boundary map.

Name: Email:



Community Renewable Energy Agency Prospective Party Application Form

6. Do you agree to develop a plan for low-income assistance in a manner that is consistent with [this sample](#) and Board resolutions [22-11](#) and [22-12](#) or successor resolutions?

Yes No

a. Would you like assistance developing your community’s plan for low-income assistance so that it is consistent with the other developed plans and Board resolutions [22-11](#) and [22-12](#)?

Yes No

b. If available, please name a staff person who works for your municipality or county with whom the Agency can communicate about your community’s plan for low-income assistance.

Name: Email:

7. Have you delivered a \$100 application fee with a memo stating “URC Prospective Party application fee” to the Board Treasurer at the following address:

*Attention: Utah Renewable Communities - Treasurer
1330 E. Chambers Avenue
Millcreek, Utah 84106*

Yes No

8. Have you read Board resolution 24-05 and do you acknowledge that you must satisfy all Requirements before your community will be able to vote on matters before the Board?

Yes No

9. By signing this form, do you hereby grant the Program Design Committee of the Utah Renewable Communities (and its consultants) the authority to request your community’s number of customers served under each rate schedule, monthly kWh load for each customer class, and a ten-year load forecast for each customer class from Rocky Mountain Power?

Yes No

10. Please have your municipality’s or county’s chief executive officer sign and date this form below, and email the completed and signed form to the Board Secretary at the following address:

equinton@summitcounty.org

Name (printed):

Title:

Signature:

Date:



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 18, 2024

SUBJECT: Discuss Proposed Amendments to the Midvale Policies and Procedures Manual

SUBMITTED BY: Rori Andreason, HR Director/City Recorder

SUMMARY:

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.

Staff will review 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.

Attachments: 2024 Midvale City Personnel Policies and Procedures



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



TABLE OF CONTENTS

<u>SECTION</u>	<u>TOPIC</u>	<u>PAGE</u>
SECTION 1	INTRODUCTION	
1-01	Welcome to Midvale City	6
1-02	Mission Statement	7
1-03	Midvale City Government	
1-04	Employee Philosophy	
1-05	Employee Relation Goals	
1-06	Policy Implementation	
SECTION 2	EMPLOYMENT PRACTICES	
2-01	Classifications of Employment	
2-02	Position Title Changes	
2-03	Advanced Education and/or Certification Documentation	
2-04	Probationary Employee	
2-05	Recruitment/Selection Policy	
2-06	Employee Identification Cards	
2-07	Employment Modifications & Accommodations Procedure	
SECTION 3	COMPENSATION	
3-01	Compensation	
3-02	Performance Evaluations	
3-03	Abandonment of Position	
3-04	Reduction in Force	
3-05	Remote Work	
SECTION 4	EMPLOYEE BENEFITS	
4-01	Health Insurance	
4-02	Life Insurance	
4-03	FICA (Social Security & Medicare)	
4-04	Social Security	
4-05	Long- and Short-Term Disability	
4-06	Worker's Compensation	
4-07	COBRA	
4-08	Utah Retirement System (URS)	
4-09	MissionSquare Retirement Benefits	
4-10	Retirement Health Savings Plan (RHS)	
4-11	Employee Recognition	



4-12	Wellness Program
4-13	Uniforms
4-14	Automobile Mileage Reimbursement
4-15	Car Allowance
4-16	Cell Phone Policy
4-17	Employee Assistance Program
4-18	Training and Travel Policy
4-19	Education Assistance
4-20	Separation of Employment

SECTION 5 LEAVE POLICIES

5-01	Annual Vacation Leave
5-02	Holiday Leave
5-03	Sick Leave
5-04	Sick Leave Conversion and Payments
5-05	Leave Donations
5-06	Bereavement Leave
5-07	Military Leave
5-08	Jury or Witness Duty
5-09	Family Medical Leave (FMLA)
5-10	Parental Leave
5-11	Caregiver Leave
5-12	Leave Without Pay
5-13	Administrative Leave
5-14	Job Abandonment
5-15	Breastfeeding
5-16	Pregnancy
5-17	Time Off to Vote

SECTION 6 EMPLOYMENT CONDUCT

6-01	Code of Conduct
6-02	Harassment, Discrimination, & Retaliation
6-03	Alcohol/Drug Free Workplace
6-04	Tobacco-Free Workplace
6-05	Violence-Free Workplace
6-06	Employee Discipline
6-07	Employee Grievance Procedures

SECTION 7 FINANCIAL POLICIES & PROCEDURES

7-01	Procurement Policy
7-02	Purchasing Card Policy



7-03 Scrap Metal Policy

SECTION 8 SAFETY & RISK MANAGEMENT

- 8-01 Risk Management Philosophy
- 8-02 Accident/Incident Reporting
- 8-03 Occupational Safety and Health Administration (OSHA)
- 8-04 Proper Use of City Equipment & Tools
- 8-05 Building Security

SECTION 9 FLEET MANAGEMENT

- 9-01 Vehicle Use
- 9-02 Driver/Operator Duties and Responsibilities
- 9-03 General Liability Provisions



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. "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 submit 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:

- a. Enhance quality of life for employees and family members;
- b. Improve morale, motivation, and personal development;
- c. Strengthen interpersonal relationships;
- d. Lower health, life, and disability insurance costs;
- e. Decrease work-related injuries and workers' compensation costs; and
- f. 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 in to 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:

- i. 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.
- ii. 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.
- iii. 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 (see 5-02(i)) |
| • 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.



- a. Full-time employees may request a maximum of 160 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 four weeks (160 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 theft, fraud, robbery, identify fraud, and offenses against the administration of government (i.e. false records, destroying records, etc).
- 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.