NOTICE OF A MEETING OF THE
CITY OF HOLLADAY CITY COUNCIL
THURSDAY, OCTOBER 3, 2024

5:00 p.m. **Council Dinner –** *Council members will be eating dinner. No city business will be discussed.*

5:30 p.m. **Briefing Session -** *The Council will review and discuss the agenda items; NO decisions will be made*

PUBLIC NOTICE IS HEREBY GIVEN that the Holladay City Council will hold a Council meeting on **Thursday, October 3, 2024, at 6:00 pm.** Members of the Council may participate by electronic means if needed. The Council Chambers shall serve as the anchor location.
** Agenda items may be moved in order, sequence and time to meet the needs of the Council*

All documents available to the City Council are accessible on the City's website or in this agenda. Interested parties are encouraged to watch the **live video stream** of the meeting - agendas/https://holladayut.gov/government/agendas_and_minutes.php

To provide a public comment or make a comment during any public hearing, may do so in the following ways:
1. **In-person attendance**: at Holladay City Hall
2. **Email** your comments by 5:00 pm on the date of the meeting to scarlson@holladayut.gov

AGENDA

I. ***Welcome*** *– Mayor Dahle*

II. ***Pledge of Allegiance***

III. ***UPD Incentive Awards Presentation***

IV. ***Public Comments***
Any person wishing to comment on any item not otherwise on the agenda may provide their comment via email to the Council before 5:00 p.m. on the day of the meeting to scarlson@holladayut.gov with the subject line: Public Comment. Comments are subject to the Public Comment Policy set forth below

V. ***Public Hearing on Proposed Text Amendment to Allow Short-Term Rentals as a Conditional Use in the PO* Zone** (amendment to Title 13 of the City Code, as they relate to the addition of conditional allowance of short-term rentals within the Professional Office (PO) zone)

VI. ***Consideration of Resolution 2024 -29 Appointing Allison Jester and the City's Emergency Management Coord.***

VII. ***Consideration of Resolution 2024 -30 Adopting the Comprehensive Emergency Management Plan***

VIII. ***Consideration of Resolution 2024 -31 Approving Amendments to the City's Employee Manual***

IX. ***Consideration of Resolution 2024 -32 Approving an Amended Interlocal Agreement Among Public Entities Regarding the Community Renewable Energy Program***

X. ***City Manager Report –*** *Holly*

XI. ***Council Reports & District Issues***

XII. ***Reconvene City Council in a Work Meeting*:**

a. Review of Proposed Changes to the Accessory Dwelling Units (ADU) Language

b. Presentation on Residential Lighting - *Jon*

c. Knudsen Park Shared Use Path Discussion - *Holly*

d. Discussion on Previous Public Hearing

e. Calendar –

Council Mtgs - Oct. 17, Nov 7 & 21, Dec. 12

XIII. ***Closed Session pursuant to Utah Code Section 52-4-204 & 205 to Discuss the Physical or Mental Health or Professional Competence of an Individual, Potential Litigation, Property Acquisition and Disposition***

XIV. ***Adjourn***

Public Comment Policy & Procedure: During each regular Council Meeting there will be a Public Comment Time. The purpose of the Public Comment Time is to allow citizen's access to the Council. Citizens requesting to address the Council will be asked to complete a written request form and present it to the City Recorder. In general, the Chairman will allow an individual three minutes to address the Council. A spokesman, recognized as representing a group in attendance, may be allowed up to five minutes. Comments which cannot be made within these time limits should be submitted in writing to the City Recorder prior to noon the day before the meeting so they can be copied and distributed to the Council. At the conclusion of the Citizen Comment time, the Chairman may direct staff to assist the citizen on the issue presented; direct the citizen to the proper administrative department(s); or take no action. This policy also applies to all Public Hearings.

CERTIFICATE OF POSTING

I, Stephanie N. Carlson, the City Recorder of the City of Holladay, certify that the above agenda notice was posted at City Hall, the City website www.holladayut.gov, the Utah Public Notice website www.utah.gov/pmn, and was emailed to the Salt Lake Tribune and Desert News and others who have indicated interest.

DATE POSTED: Saturday, September 28, 2024 at 1:00 pm
Stephanie N. Carlson MMC,
City Recorder City of Holladay

Reasonable accommodations for individuals with disabilities or those needing language interpretation services can be provided upon request. For assistance, please call the City Recorder's office at 272-9450 at least three days in advance. TTY/TDD number is (801)270-2425 or call Relay Utah at #7-1-1

City of Holladay
HOLLADAY CITY COUNCIL

COUNCIL STAFF REPORT

MEETING DATE: October 3, 2024
SUBJECT: Ordinance Amendment – Addition of Short-Term Rentals as a Conditional Use in the Professional Office (PO) Zone
SUBMITTED BY: Carrie Marsh, City Planner

ACTION:

Legislative. Ordinance amendments are to be reviewed and considered during a public hearing prior to a motion of final decision/action.

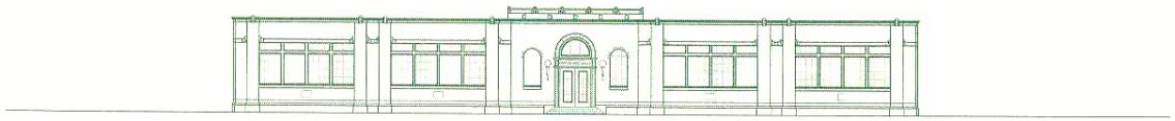
SUMMARY:

The applicant, Michael Ault, is proposing to Amend Title 13, Chapter 13.100 Appendix A – Allowed Uses of the Holladay Municipal Code. The purpose of the Code Amendment is to amend Table of Allowed Uses to Conditionally permit short-term rentals within the Professional Office Zone. The proposed amendments would allow short term rentals, with a conditional use permit, in the Professional Office Zone.

The Professional Office (PO) Zone was created in 2018 to remove the mix of residential and office uses from the R-M zone and expand the uses to include personal, medical, financial, and educational uses. Short term rentals were a conditional use in the R-M zone beginning in 2012.
While the PO zone conditionally permits mixed-use development where some residential uses may be incorporated conditionally with office, the conditional use for a short-term rental did not carry over to the PO zone. The purpose of the PO zone is to "set standards for areas in appropriate locations for professional and business offices, personal series and other compatible uses such as a commercial daycare facility."

The applicant recently rezoned the property from R-M to PO to be able to expand their office uses and has obtained a conditional use permit for two residential units on the top floor of the building. The applicant will be living in one unit and is seeking a text amendment in order to conditionally allow a short-term rental as would have been conditionally permitted in the prior R-M zone.

The item was brought to the Planning Commission on July 16, 2024 and was continued with the request to provide more details about the locations of properties currently zoned as PO and a list of properties that are currently used as professional offices and could be rezoned from R-M to PO.



City of Holladay
HOLLADAY CITY COUNCIL

PROPOSED ORDINANCE, CONSIDERATIONS:

DEFINITIONS: *SHORT-TERM RENTAL: A dwelling or portion thereof available for use or is used for accommodating or lodging of guests, paying a fee or other compensation for a period of less than thirty (30) consecutive days.*

Short-term rental of residential units is a sought-after land use that the City of Holladay has accommodated by conditionally permitting short term rentals in single or two-family dwellings located in R-2 and R-M zones AND on roadways that are a minimum of 66 feet wide.
Traditional Euclidean zoning separated uses into separate zones designed for specific uses (i.e. commercial, industrial, residential, office, medical, etc.). Euclidean zoning is responsible for urban sprawl, a dependence on vehicular transportation with its associated costs, and limited flexibility in adapting to the changing needs of communities. Many cities, including the City of Holladay have chosen to incorporate mixed-uses into appropriate zones, recognizing that integrating various uses creates a more wholistic and vibrant city as commercial and residential uses have an innate relationship and interdependence on each other.

When considering mixed-uses in various zones, arguments can be made on both sides as to whether short-term rentals should be a conditional use in zones that include office, retail, medical, or other commercial components. Short-term rentals are fundamentally an overnight accommodation type use similar to a hotel, but meets a need for individuals who want more space, amenities, or privacy than a hotel may provide. Various land use regulations of the PO zone *(building height, setbacks, conditional use permit required for mixed-use site development)* naturally limit the overnight accommodation use to be less intense than a hotel, but more intense than a typical residential use. These considerations are factors in the limitations involving appropriate zones and street widths for short-term rentals.

These types of conditions may exist in other zones and a short-term rental may indeed be compatible with a professional office, medical, or even commercial use that already has more intense use than a standard residential use. Short-term rentals are also a conditional use within the ORD zone, which is a larger scale mixed-use zone with regional draw where higher intensity development with overnight accommodations/hotels permitted.

Within Holladay, eight properties are currently zoned as PO. Thirty-nine properties which are used as professional offices are still zoned RM and would be eligible for rezoning to the PO zone.
Of the eight properties currently zoned as PO,

- 3 are on Murray Holladay Road *(80-foot-wide right of way)*
- 3 are on Highland Drive *(80-foot-wide right of way)*

- 1 is on 2300 East *(80-foot-wide right of way)*
- 1 is on 3900 South *(80-foot-wide right of way)*

Of the 39 properties that are used as offices, but are still zoned as RM,

- 10 are on Murray Holladay Road *(80-foot-wide right of way)*
- 2 are on 3900 South *(80-foot-wide right of way)*
- 4 are on 4500 South *(80 to 106-foot-wide right of way)*
- 4 are on 2300 East *(80-foot-wide right of way)*
- 8 are on Holladay Boulevard *(80-foot-wide right of way)*
- 9 are on Highland Drive *(80-foot-wide right of way)*
- 1 is on Wasatch Boulevard *(80-foot-wide right of way)*

Parking availability for properties used for offices is high, especially considering that parking requirements were historically higher than necessary when these properties were developed. Additionally, mixing residential uses with office uses balance each other as cars are parked during the day, but not the evening for office uses and cars there for residential uses are parked in the evening, but not during the day.

The applicant has spoken with property owners of properties in the PO zone and has compiled letters from them to be included as comments in the public hearing. Due to a schedule misunderstanding, these letters from property owners were not seen by the Planning Commission.

SUMMARY OF CHANGES:

The following is a summary of the proposed changes to Title 13:

Short term Rental added as a Conditional Use to the PO zone.

13.100.010: TABLE OF ALLOWED USES:

C = Conditional use P = Permitted use - = Not allowed SDMP = Site development master plan

Use	All FR Zones	R-1-4, R-1-8, R-1-10, R-1-1	R-1-2 1, R-1-4 3, R-1-8 7	R-2- 8, R-2-10	R-M	PO	HCR	O-R-D	P	RO	NC	C-1	C-2	HV	R/M-U	LU
Short Term Rental	-	-	-	C[6]	C[6]	C		C	-	-	-	-	-	-		

GENERAL PLAN COMPLIANCE:

The General Plan encourages appropriate development standards for all uses and zoning categories within Holladay. While there is some specific guidance in the General Plan, much of it is more general in nature. Short-term rentals are not directly addressed in the General Plan. Various types of short-term rentals would have various impacts dependent on the size of the property being used.

Chapter 2 of the General Plan addresses Land Use, Urban Design, and Neighborhood Preservation with goals to:

1. *Maintain the established pattern of development in the City;*
2. *Ensure that new developments are high quality and compatible with the surrounding neighborhoods;*
3. *Retain the natural character of the City and its neighborhoods; and*
4. *Ensure that the zoning ordinance meets the goals expressed in this General Plan.*

The first paragraph addresses growth and the need for variety (page 14)
"The General Plan strives to accommodate new growth while protecting the development patterns that have made Holladay a unique and desirable place to live and work. This plan recognizes the need for a greater variety of shopping options within existing commercial areas and an improved tax base for the community, similar to the Holladay Village model. Higher-density residential uses have been introduced as part of mixed-use developments along busy streets, existing activity nodes and adjacent to established commercial areas. This is compatible with the existing residential neighborhoods and provides a greater range of housing options, while creating a more diverse community over time."

The PO Zone is identified as appropriate zones within the Mixed-Use No Retail, and Professional Office-Commercial zones in Principle 2 of the General Plan.

Principle 2 – Transforming Commercial/Mixed-Use Districts into Places and Destination
"Any increase in the intensity of established commercial uses should be carefully planned to ensure compatibility with the surrounding residential patterns. One of the primary purposes of this plan is to ensure that these areas develop in a manner that matches both the future vision and the established patterns."

The Highland Drive Master Plan *(3/8 existing PO and 9/39 potential PO zones are on Highland Drive)* identifies office uses as appropriate for Segment B and Commercial uses in Segment C.

Properties currently zoned as, or that could rezone to PO are along major arterial roads, similar to R-2, R-M, and ORD zones. An existing short-term rental is located on Highland Drive within a property zoned as R-M that is also used as a professional office and duplex.

RECOMMENDATION:

City Council should hold the required public hearing and review the recommendation of the Planning Commission to amend Title 13.100.010: Table of Allowed Uses of the Holladay Municipal Code, as shown in Exhibit "A".
Staff recommendation for the Planning Commission was as follows:

Considering that the City of Holladay is beginning the process of a large-scale General Plan update that will include community engagement and updated land-use guidance, Staff recommendation is to forward a **negative** recommendation to the City Council to amend Title 13 Chapter 13.100 Appendix A, Allowed Uses, of the Holladay Municipal Code, as shown in Exhibit "A,"

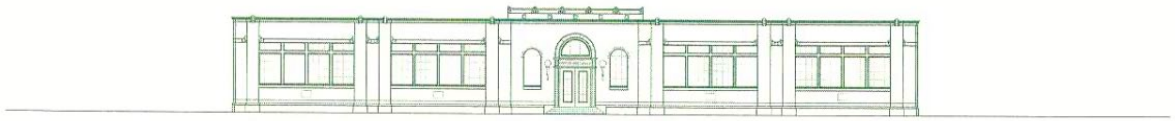
In the August 20th Planning Commission meeting, Staff also discussed the City's 35% tax rate for nightly accommodations, which is a significant economic benefit that could be considered.
It was also noted that conversion of office space to residential uses is difficult and costly due to differences in building code requirements. Considering the cost, allowing short term rentals could offset some of the cost involved with adding residential uses into existing office space.

Several Commissioners noted seeing some positives for the proposed text change, but felt that there was not a rush to move forward with the proposed text amendment if it was a change that could be included in the upcoming discussions and engagement for the General Plan update.

The Planning Commission has forwarded a negative recommendation with a vote of six Commissioners in favor of the negative recommendation and one Commissioner opposed.

Planning Commission findings:

1. Public engagement opportunities associated with the 2025 General Plan update regarding specific land uses including but not limited to office, commercial, residential, and short-term rentals would allow greater input and direction as to what the larger community envisions for various areas and uses within Holladay.
2. The Goals and Policies of the General Plan is unclear as to where short-term rentals in mixed-use zoned would be appropriate.
3. The existing zoning code for the Professional Office zone as established in 2018 did not carry short-term rental use over from the R-M zone into the PO zone.



City of Holladay
HOLLADAY CITY COUNCIL

STANDARDS for CONSIDERATION, FOR or AGAINST:

13.07.030G: Approval Standards:

1. A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council. The city council, after reviewing the planning commission recommendation, may:
    a. Adopt the amendment as recommended by the planning commission;
    b. Make any revisions to the proposed amendment that it considers appropriate;
    c. Remand the proposed amendment back to the planning commission for further consideration; or
    d. Reject the proposed amendment.
2. In reviewing a text or map amendment, the following factors should be considered:
    a. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;
    b. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
    c. The extent to which the proposed amendment may adversely affect abutting properties; and. The adequacy of facilities and services intended to serve the subject property, such as, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, environmental hazard mitigation measures, water supply, and wastewater and refuse collection

ATTACHMENTS:

Exhibit A: Draft Text
Draft Planning Commission Minutes: July 16th
Draft Planning Commission Minutes: August 20th
Applicant narrative
Letters from property owners in PO zone

FISCAL IMPACT:

Potential tax revenue increase of 35% for nightly accommodations
Increased public services

SUGGESTED MOTION:

Continue to Work session

13.100.010: TABLE OF ALLOWED USES:

C = Conditional use P = Permitted use - = Not allowed SDMP = Site development master plan

Use	All FR Zones	R-1-4, R-1-8, R-1-10, R-1-1	R-1-2 1, R-1-4 3, R-1-8 7	R-2- 8, R-2-10	R-M	PO	HCR	O-R-D	P	RO	NC	C-1	C-2	HV	R/M-U	LU
Short Term Rental	-	-	-	C[6]	C[6]	C		C	-	-	-	-	-	-		

Carrie Marsh

From: michael ault <mlault1@yahoo.com>
Sent: Tuesday, June 11, 2024 11:04 AM
To: Carrie Marsh; Mike Ault
Subject: short term rentals

[External Email - Use Caution]

Carrie,

We are asking to do short term rentals at our building at 6375 South Highland Drive.

Our two story building was preivously in an RM zone which allowed for short term rentals but as we wanted to have our residence in the building as well as leasing out offfice space we requested a zoning change to PO. Holladay City's master plan calls for C2 zoning for this location; however, we requested the PO zoning change as the neighborhood behind us preferred that instead of a C2 zoning and the PO zoning would also fit our needs. On May 7, 2024 the PO zoning was approved by Hollladay City.

The PO zoning allowed us to put our residence and a one-bedroom apartment on the top floor and lease professional offices on the main and lower levels.We would like to be able rent the one bedroom apartment on short term basis as that would make the best use of the smaller apartment.

I don't believe this would impact our neighbors as we have a 6' high fence seperating us from the local neighborhood and access to their homes is from either 6200 South or 2300 East (not from Highland Drive). The property immediately to the south of our location is the Fairfield Inn with an ORD zoning. The property to north of us (I believe) is zoned RM which allows for short term rentals.

We would appreciate if you would approve our location for a permitted use for short term rentals.

Thank You,

Michael & Cheryal Ault

DRAFT

MINUTES OF THE CITY OF HOLLADAY PLANNING COMMISSION MEETING

Tuesday, July 16, 2024
6:00 PM
City Council Chambers
4580 South 2300 East
Holladay, Utah

ATTENDANCE:

Planning Commission Members:	**City Staff:**
Karianne Prince	Carrie Marsh, City Planner
Jill Fonte	Ann Frances Garcia, Economic Development
Angela Gong	and Housing Manager
Brian Berndt	
Paul Cunningham	
Ginger Vilchinsky	

WORK SESSION

Commissioner Karianne Prince called the Work Session to order at approximately 5:30 p.m.

The agenda items were reviewed and discussed.

Ms. Marsh reported that the third item on the Regular Meeting agenda is a Text Amendment to allow Short-Term Rentals as a Conditional Use in the PO Zone. The subject property was recently rezoned to PO in order to convert some space on the top level into two residential units. The property owner would like to use one of those units as a short-term rental. The impact of that would be fairly minimal on the site. However, the discussion might be more appropriate during the General Plan process rather than to address a specific application. The recommendation in the Staff Report acknowledges the need for a larger discussion about short-term rental locations.

The last item on the Regular Meeting agenda is a Residential Site Plan of a Permitted Use. The permitted use is multi-family residential and the application is for the 1740 East Holladay Townhomes. The size of the land allows for nine residential units. The property owner proposes nine townhomes on the site and has included a Site Plan. The updated Site Plan has been shared with the Commission. Ms. Marsh noted that there are no comments from the Fire Marshal in the Meeting Materials Packet. During previous conversations, it was noted that the Site Plan and fire access will need to be improved or modified. That being said, there are no written comments at this time. If the Planning Commission decides to approve the application, a Condition of Approval would be that fire access issues, as per Fire Marshal comments, would need to be addressed.

Commissioner Prince ended the Work Session and there was a break before the Regular Meeting.

CONVENE REGULAR MEETING – Public Welcome and Opening Statement by Commission Chair.

Commissioner Prince called the Regular Meeting to order at approximately 6:00 p.m. Commissioner Jill Fonte read the Commission Statement for the benefit of those present.

1. Text Amendment - Chapter 13.100 Appendix A - Table of Allowed Uses - Short-Term Rentals as a Conditional Use in the PO Zone. Review and Recommendation to City Council on a Proposal by the Applicant, Michael Ault, for an Amendment to Title 13, of the Holladay City Code, Land Use and Development Regulations as they Relate to the Addition of Conditional Allowance of Short-Term Rentals within the Professional Office (PO) Zone. Item Reviewed as a Legislative Action, According to Procedures Set Forth in Holladay Ordinance §13.07. *File #24-4-09.*

Ms. Marsh presented the Staff Report and explained that the item before the Planning Commission is a Text Amendment request for Chapter 13.100 Appendix A – Table of Allowed Uses. The Table of Allowed Uses looks at specific uses in specific zones. The proposal is to add short-term rentals as a Conditional Use in the PO Zone. She shared some background information about the PO Zone and reminded the Commission that it was created in 2018. The zone took office uses out of the R-M Zone, placed them in the PO Zone, and added some additional uses. Properties that are zoned as R-M and have primarily office uses have been encouraged to rezone to the PO Zone.

The property owner in this case has been before the Commission previously and a rezone to the PO Zone was approved. There was a Conditional Use Permit to allow the conversion of an upper floor of the office building for residential units. With the residential units, the property owner is seeking to have a short-term rental in one of them. Ms. Marsh noted that the R-M Zone the property was rezoned from includes short-term rentals as a Conditional Use. The proposal is to add short-term rentals in the PO Zone as well. Staff recommends that the Planning Commission engage with the applicant and conduct a public hearing. Considering that Holladay is beginning the process of a large-scale General Plan update that will include community engagement and updated land use guidance, Staff suggests there be a negative recommendation to the City Council.

The applicant, Michael Ault, explained that he is representing the property at 6375 South Highland Drive. He is interested in short-term rentals. The two-story building was previously in the R-M Zone, which allowed short-term rentals to occur. The idea was to have a residence in the building, an apartment in the building, and then lease the office space out on the lower floors. The zone was changed to PO to accommodate that. The plan called for the C-2 Zone, but the neighbors behind preferred the PO Zone, so that was pursued and ultimately approved. Mr. Ault does not believe the short-term rental would impact the neighbors, as there is a 6-foot high fence that surrounds the building. The property immediately to the south is the Fairfield Inn, which is in the ORD Zone. The property to the north is in the R-M Zone, which allows for short-term rentals.

Commissioner Prince opened the public hearing.

Dan Moss gave his address as 6393 Senoma Drive and explained that he lives behind the subject property. It seems that there have been a lot of discussions about this particular site. He thought it was already decided what uses would occur on the property, but it is now back before the Commission. Neighbors previously supported the rezone to the PO Zone. It was clarified that the zone will not change with this request. Mr. Moss explained that he is curious about where this is headed and wants to understand whether what is envisioned is more than the original intent.

There were no further comments. The public hearing was closed.

Ms. Marsh shared a map that shows all of the existing PO Zone properties in the City. She reported that notice was sent to all PO Zone properties, as this type of change would impact their individual properties as well. The PO Zone allows for mixed uses, but the primary intent of the zone is office commercial use. During the General Plan process, it will be possible to discuss the possibility of allowing short-term rentals in more zones and whether there should be percentage limitations. Ms. Marsh noted that there is a desire for there to be a balance. If there is a commercial zone, the goal is not to see the entire property converted to a short-term rental. She reminded those present that short-term rental applications come to the Planning Commission via a Conditional Use Permit. It is believed that the community would like to engage in a conversation about short-term rentals.

Ms. Marsh reported that specific uses and processes have different applications. The rezone request, to rezone the property from R-M to PO, was one process. That rezone process played out between the Planning Commission and City Council. Nearby residents received notices about that process. The Conditional Use Permit process was to allow residential uses in a PO Zone. That is a separate application, which meant that it was also noticed before coming to the Commission. She explained that the latest application is not site-specific, but would ultimately impact the property. Notices were sent out to neighboring residential properties as well as PO Zone owners.

Commissioner Cunningham believes the Commission needs to think about the ramifications to all of the PO Zone properties before that kind of change can be made. This is similar to the swimming pool discussion that took place earlier in the meeting. Whether or not this site is suitable is not the question. In this case, the question is whether a change should be made across all PO Zone properties in the City. At this point, that is not something that he is willing to vote for.

Commissioner Vilchinsky asked whether the Planning Commission is being asked to recommend a change to the language that would allow short-term rentals as a Conditional Use. Adding that as a Conditional Use would still require applicants to come back and apply for that use Ms. Marsh confirmed this, but explained that with Conditional Uses, the impacts are evaluated to determine if conditions can be reasonably placed to mitigate those impacts. Conditional Uses must be approved if reasonable mitigation measures can be applied. While it is conditional and there is oversight by the Planning Commission, the larger community conversation about short-term rentals in the PO Zone is something that might be best. She noted that it is important to consider all of the existing PO Zone properties, but also the R-M Zone properties that could rezone. Ms. Marsh believes there is a larger discussion that needs to occur with input and Council direction.

Commissioner Berndt referenced the Staff recommendation and asked about the potential Conditional Use Permit criteria. Ms. Marsh noted that if there is approval and this moves ahead, there will be adequate parking on this particular site. With short-term rentals, there cannot be street parking and there are certain hours of operation. Most of those details are listed in the code for short-term rentals. Commissioner Berndt stated that a mixture of uses is becoming more common. He believes the PO Zone provides opportunities and pointed out that there are likely not many offices that will be interested in offering short-term rentals. This might be a positive change.

Commissioner Gong understands that in a lot of communities, short-term rentals are often seen as being in opposition to moderate-income housing. Ms. Marsh reported that if the Planning Commission wants to forward a positive recommendation to the City Council, it could include a recommendation that there be a study done to determine how to balance short-term rentals while still accomplishing moderate-income housing goals. Commissioner Gong informed those present that she is reluctant to forward a positive recommendation to the City Council at this time.

Commissioner Cunningham does not believe the Planning Commission has any specific objections to this site. However, the recommendation will ultimately impact other properties as well. He believes a recommendation to the City Council would be premature at this point. Commissioner Cunningham is unwilling to state that the Commission has enough to make findings, as there is not enough information about the other PO Zone properties. It might make more sense to continue this item or have the applicant directly approach the City Council as part of the General Plan process. He does not feel there is currently a basis for the recommendation. Commissioner Fonte asked whether a continuance would make the most sense. Commissioner Cunningham thought it was the best approach. The applicant can then decide how they would like to move forward.

Commissioner Prince expressed comfort with continuing the item so the applicant can have a discussion with City Staff and reach out to their Council Member. Short-term rentals are a significant matter and should not be decided based on one site. The other Commissioners agreed.

Commissioner Cunningham moved to CONTINUE the application by Michael Ault to amend Title 13, Chapter 13.100 Appendix A of the City of Holladay Land Use Code to add short-term rentals as a Conditional Use to the Allowed Uses Table, to the Planning Commission Meeting on September 3, 2024. Commissioner Fonte seconded the motion. Vote on Motion: Commissioner Cunningham-Aye; Commissioner Vilchinsky-Aye; Commissioner Fonte-Aye; Commissioner Gong-Aye; Commissioner Berndt-Aye; Commissioner Prince-Aye. The motion passed with the unanimous consent of the Commission.

ADJOURN

Commissioner Prince moved to ADJOURN. The motion was not seconded. The motion passed with the unanimous consent of the Commission.

The Planning Commission Meeting adjourned at approximately 8:00 p.m.

I hereby certify that the foregoing represents a true, accurate, and complete record of the City of Holladay Planning Commission Meeting held Tuesday, July 16, 2024.

Teri Forbes

Teri Forbes
T Forbes Group
Minutes Secretary

Minutes Approved: _____

DRAFT

MINUTES OF THE CITY OF HOLLADAY PLANNING COMMISSION MEETING

Tuesday, August 20, 2024
6:00 PM
City Council Chambers
4580 South 2300 East
Holladay, Utah

ATTENDANCE:

Planning Commission Members:	**City Staff:**
Dennis Roach, Chair	Carrie Marsh, City Planner
Karianne Prince	Jonathan Teerlink, Community Development Director
Angela Gong	
Brian Berndt	Brad Christopherson, City Attorney
Paul Cunningham	
Jill Fonte	
Ginger Vilchinsky	

WORK SESSION

Chair Dennis Roach called the Work Session to order at approximately 5:30 p.m. He noted that all Commissioners are present as well as members of City Staff and Legal Counsel. There is one Public Hearing item on the Regular Meeting agenda. The agenda items were reviewed and discussed. City Planner, Carrie Marsh, explained that the application is for a Text Amendment for Chapter 13.100 Appendix A – Table of Allowed Uses. She explained that the item was brought to the Planning Commission on July 16, 2024, and was continued in order to receive more information about the properties the Text Amendment would affect as well as the context of those other properties. She noted that all of the items added to the Staff Report are highlighted.

Within Holladay, there are eight properties currently zoned as PO and those are all on 80-foot-wide right-of-ways. There are 39 properties zoned as R-M with office uses. Those properties already have a short-term rental right with the zone. It is possible those could rezone to PO because the uses are office space. Ms. Marsh informed the Commission that the Staff recommendation is the same as before, but there is some flexibility. During the last discussion, Commissioner Brian Berndt suggested a positive recommendation to the City Council and then let the Council decide whether they would like to address this matter through the General Plan process.

Commissioner Paul Cunningham believed the issue at the last meeting was the fact that this amendment will impact more than one property. His feeling remains that this is a concept worthy of discussion when the General Plan update occurs. Commissioner Cunningham reminded Commissioners that the applicant in this case already received a rezone. The initial request was to

have two residential units. After the rezone was granted, there was a desire to have a short-term rental, which is currently not permitted in the PO Zone. Commissioner Cunningham feels the context of the whole General Plan needs to be taken into account before a decision is made.

Ms. Marsh reminded the Commission that the request is a Text Amendment that would allow short-term rentals as a conditional use in the PO Zone. Currently, short-term rentals are not permitted as conditional uses in that zone. However, this is a conditional use in the R-M Zone. Chair Roach asked whether the use request would need to come before the Planning Commission in the R-M Zone. Ms. Marsh confirmed this. There would be the same process in place for the PO Zone if this Text Amendment is ultimately approved. Chair Roach noted that the City is not greenlighting short-term rentals across the board, as there will still be a Planning Commission process before approval is granted. It would just be extended from the R-M Zone to the PO Zone.

City Attorney, Brad Christopherson, shared information with the Commission about conditional uses. He explained that there are certain conditions set and if a property meets those conditions, the use must be approved. Conditional uses were more subjective in the past, but over the years, the courts have changed that. If something is a conditional use, it is possible to set reasonable conditions, but as long as those conditions can be met, then that conditional use must be allowed.

Ms. Marsh reported that the PO Zone expanded office uses to include medical and educational uses. It allowed the office spaces that already existed to be used for a wider range of professional services. The PO Zone also has residential use listed as a conditional use. In this case, the applicant originally applied for a rezone to the PO Zone in order to expand the office uses in that zone. There was also a desire to have the residential units above. Commissioner Berndt wanted to understand the criteria that need to be met in order for approval to be granted for a conditional use. Community Development Director, Jonathan Teerlink, shared the current short-term rental requirements. If there is approval for the Text Amendment, the criteria shown would need to be met in order to have that conditional use in the PO Zone. Commissioner Berndt asked if the criteria has been sufficient to appropriately regulate short-term rentals so far. Mr. Teerlink confirmed this.

Commissioner Berndt noted that office uses are starting to shift into more flexible uses. He is leaning towards allowing more of that to occur as long as it does not have a measurable impact. Since the COVID-19 pandemic, many offices have become vacant or are used less often. Ms. Marsh noted that when residential is above an office space, someone might want to live above and utilize the office space below. There are some benefits to the use that can be considered. That being said, the concerns referenced by Commissioner Cunningham about the overall impacts should also be taken into account. Chair Roach wondered whether there are safeguards for conflicts of interest. For example, a short-term renter on a registered offender list is in the same structure as a clinic for children. Ms. Marsh stated that those types of issues are mitigated in other ways. For someone on a registered offender list, there are certain locations where they cannot live. Chair Roach thought it was important to consider a variety of possible scenarios.

Commissioner Angela Gong asked how this application interacts with the desire to increase moderate-income housing in the City. She pointed out that short-term rentals are often considered to be in conflict with moderate-income housing. It was confirmed that short-term rentals are often

in direct conflict. Commissioner Ginger Vilchinsky asked whether it is possible for this owner to have a long-term rental instead of a short-term rental. This was confirmed. Commissioner Vilchinsky suggested that the unit be rented out on a longer basis until the General Plan update is completed. Commissioner Gong reiterated that Holladay is trying to promote moderate-income housing. If there is a desire for people to be able to live in Holladay for a reasonable price, then it should become more difficult for there to be short-term rentals rather than easier. Mr. Teerlink pointed out that the Staff Report suggests the Commission consider a percentage maximum.

Chair Roach explained that he had a discussion with Ms. Marsh earlier about tax. He asked for information about the lost commercial tax and gained short-term rental tax. He wanted to understand whether those numbers were comparable. Ms. Marsh shared information from the most recent budget. In the PO Zone, there is not any sales tax, because it is not retail. As a result, it will just be property tax-related. The transient room tax shown is 35.7%. There is a higher tax rate from having that transient room tax. Chair Roach believed there would be more income received as long the units were occupied. This was confirmed. Ms. Marsh noted that when short-term rentals occur illegally in neighborhoods, the City does not receive tax benefits from the use.

Commissioner Karianne Prince expressed concerns about the application currently before the Commission. She pointed out that the applicant already received a rezone and now wants to change the conditional uses in that zone. Commissioner Jill Fonte was not sure the applicant was aware of what he was asking for previously. Chair Roach noted that it is not possible for the applicant to receive everything he envisioned on the property under any current zone. Commissioner Fonte wanted to understand why the applicant wants a short-term rental. Commissioner Vilchinsky believed that since it is a smaller unit, it will be easier for the applicant to rent out for shorter periods of time. With the Olympics happening in the future, she believes there will be a lot of people who will want to have short-term rentals in their building or home.

Commissioner Vilchinsky believes that addressing short-term rentals through the General Plan process makes the most sense. Chair Roach understood the use on the subject property and pointed out that there is a hotel nearby. His concern is whether it makes sense to have a Text Amendment that allows all of the properties in the PO Zone to have short-term rentals. Chair Roach wondered whether it is possible to have a conditional use on this property only. Ms. Marsh denied this. If it is not in the Table of Allowed Uses, then it is not allowed to happen on the property. She added that there are other ways the applicant can utilize the property, such as a furnished rental for 30 days or more. Commissioner Vilchinsky pointed out that the applicant can still rent out the property, but without the Text Amendment, he is unable to rent it out in the way he desires. Ms. Marsh stated that there can be a larger discussion about short-term rentals in the future.

Chair Roach mentioned a previous application where there was an office building on Highland and 4300 South. Mr. Teerlink explained that in that situation, the levels were split into ownership. Chair Roach wondered whether the Text Amendment would make it possible for a structure like that to have 25 short-term rentals running and operating. Ms. Marsh noted that residential uses in the PO Zone are a conditional use. Residential uses would come to the Planning Commission to be approved. It would then need to come to the Commission for short-term rental approval. If there is a positive recommendation made, a short-term rental cap or percentage is suggested.

Mr. Teerlink reported that converting office space to residential can be extremely expensive. Ms. Marsh confirmed this and explained that it involves moving from the Commercial Building Code to the Residential Building Code. There are certain facilities needed to meet the Residential Building Code and it can be difficult to bring all of that into an existing commercial space. She shared additional details about the current applicant and the process. The conditional use is needed to permit the residential use. After that point, the Building Permit process can start. The applicant is currently working through that Building Permit process. Chair Roach noted that the Commission can ask any additional questions about the application during the Regular Meeting.

The only other item on the Regular Meeting agenda is the Meeting Minutes from May 21, 2024, and June 4, 2024. Chair Roach asked if there are any corrections needed, which was denied.

Chair Roach closed the Work Session and the Planning Commission took a short break.

CONVENE REGULAR MEETING – Public Welcome and Opening Statement by Commission Chair.

Chair Roach called the Regular Meeting to order at approximately 6:00 p.m. He reviewed the agenda items. There were no members of the public, so the Commission Statement was not read.

PUBLIC HEARING

1. **Text Amendment – Chapter 13.100 Appendix A – Table of Allowed Uses – Short-Term Rentals as a Conditional Use in the PO Zone. Continued Review and Recommendation to City Council on a Proposal by the Applicant, Michael Ault for an Amendment to Title 13 of the Holladay City Code, Land Use and Development Regulations as they relate to the Addition of Conditional Allowance of Short-Term Rentals within the Professional Office (PO) Zone. Item Reviewed as a Legislative Action, According to Procedures Set Forth in Holladay Ordinance §13.07.**

Ms. Marsh presented the Staff Report and explained that the application is for a Text Amendment to Chapter 13.100 Appendix A – Table of Allowed Uses. The request is to allow short-term rentals as a conditional use in the PO Zone. This is a continued item from the last meeting in July. At that time, there were questions about the number of properties this amendment would impact. Expanding this conditional use to the PO Zone would impact eight properties in total. All of those properties are serving as office spaces. Those are commercial in nature but without a retail component. For example, there are medical and dental offices, law offices, and several other types.

The R-M Zone is a zone that under Salt Lake County had professional offices and multi-family uses in one zone. There are a lot of professional offices that are still zoned as R-M that have the potential to be zoned as PO. Ms. Marsh explained that this is detailed in the Staff Report. There are 39 properties currently used as office spaces that could be rezoned to the PO Zone. All of the properties that could be impacted by the Text Amendment are on 80-foot-wide right-of-ways, which are predominantly Highland Drive, Murray Holladay Road, Holladay Boulevard, 3900 South, and 4500 South. Ms. Marsh reported that short-term rentals are considered to be commercial uses, but are slightly different than what the standard commercial uses would be.

Staff recommends postponing the discussion around short-term rentals to the General Plan update process. It is possible to forward a negative recommendation to the City Council for this application, with a recommendation to look at short-term rental use in other zones at the time the General Plan is discussed. She noted that the General Plan will be discussed in the next year. While the applicant is not present at the meeting, the narrative is in the Meeting Materials Packet.

Chair Roach noted that the public hearing was continued at the last meeting. There were no public comments. The public hearing was closed.

Chair Roach reported that there was a fair amount of discussion on the item during the Work Session. He asked Commissioners to share comments about a recommendation. Commissioner Cunningham is not supportive of the current request, as he feels this is a General Plan issue. There is nothing urgent that needs to be resolved here. Commissioner Vilchinsky, Commissioner Fonte, and Commissioner Prince agree that this should be addressed through the General Plan process. Commissioner Berndt believes this should be moved forward. Commissioner Gong sees both sides. While there could be benefits to a larger discussion about short-term rentals in the City, the impact of the Text Amendment currently before the Commission would be fairly low. Chair Roach also understands the different perspectives that have been shared, but ultimately believes a more thorough vetting of short-term rentals in Holladay would make the most sense in this case.

Mr. Christopherson explained that regardless of the decision made by the Planning Commission, this application will move forward to the City Council. The City Council will make the decision.

Commissioner Cunningham moved to forward a NEGATIVE recommendation to the City Council to deny an application by Michael Ault to amend Title 13, Chapter 13.100 Appendix A of the City of Holladay Land Use Code to add Short-Term Rentals as a Conditional Use to the Table of Allowed Uses, based upon the following findings:

1. ***Public engagement opportunities associated with the 2025 General Plan update regarding specific land uses including but not limited to office, commercial, residential, and short-term rentals would allow greater input and direction as to what the larger community envisions for various areas and uses within Holladay.***

2. ***The Goals and Policies of the General Plan are unclear as to where short-term rentals in mixed-use zoned would be appropriate.***

3. ***The existing zoning code for the Professional Office Zone as established in 2018 did not carry short-term rental use over from the R-M Zone into the PO Zone.***

Commissioner Prince seconded the motion. Vote on Motion: Commissioner Berndt-Nay; Commissioner Gong-Aye; Commissioner Prince-Aye; Commissioner Fonte-Aye; Commissioner Vilchinsky-Aye; Commissioner Cunningham-Aye; Chair Roach-Aye. The motion passed with a vote of 6-to-1.

ACTION ITEMS

2. Approval of Minutes – May 21 and June 4, 2024.

Chair Roach moved to APPROVE the Meeting Minutes from May 21, 2024, and June 4, 2024. There was no second. The motion passed with the unanimous consent of the Commission.

ADJOURN

Chair Roach moved to ADJOURN. The motion was not seconded. The motion passed with the unanimous consent of the Commission.

The Planning Commission Meeting adjourned at approximately 6:12 p.m.

2051 Holladay, LLC
Bradley R. Helsten, Manager
2061 E. Murray Holladay Rd.
Holladay, Utah 84117
bhelsten@zplaw.com
801-478-5899

Holladay Planning Commission
Holladay Mayor and City Council
Holladay, Utah

Dear Members of the Holladay Planning Commission,

I am writing to express my support for the proposed amendment to the PO Zoning code that would permit short-term rentals of residential or office space within the PO zoned properties in our community.
As a resident of Holladay and owner of a property that is zoned PO and located at 2051 and 2061 E. Murray Holladay Rd. I believe that allowing short-term rentals will bring numerous benefits to our city.
Firstly, it will provide owners and business owners with additional income opportunities, which can be particularly beneficial in times of economic uncertainty. This flexibility can help residents maintain their properties and contribute to the local economy.
Moreover, short-term rentals can attract more visitors to Holladay, boosting local businesses and promoting tourism. Visitors who stay in short-term rentals often seek out unique, local experiences, which can lead to increased patronage of our shops, restaurants, and cultural attractions. This influx of visitors can help create a vibrant and dynamic community, fostering a sense of pride and engagement among residents.
I understand that there may be concerns regarding the impact of short-term rentals on the character of our neighborhoods. However, I believe that the PO Zone is already planned for its buffering to single family neighborhoods, these concerns can be effectively managed. Implementing measures such as occupancy limits, noise restrictions, and parking requirements can help ensure that short-term rentals coexist harmoniously with long-term residents.
In conclusion, I strongly support the proposed change to the PO Zoning code to permit short-term rentals of residential or office space. I believe this amendment will provide economic benefits, enhance our community's vibrancy, and offer valuable flexibility to property owners. I urge the Holladay Planning Commission to approve this change and help our city continue to thrive.
Thank you for considering my perspective on this important matter.
Sincerely,

2051 Holladay, LLC

Bradley R. Helsten, Manager

Bradley R. Helsten Esq.
2061 E. Murray-Holladay Rd. SLC, UT 84117

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Gmail

Mike Ault <mikeault235@gmail.com>

(no subject)

Sharlene Watson <sharlenekwatson@yahoo.com> Sun, Sep 15, 2024 at 10:06 PM
Reply-To: Sharlene Watson <sharlenekwatson@yahoo.com>
To: Mike Ault <mikeault235@gmail.com>

Dear Commission,

I am a resident of Holladay and have read the municipal code (Title 13) and am in favor of the professional use to be short term rentals. My property is on 1660 south Murray-Holladay Rd.
I understand that the proposed amendment would allow short-term rentals within the Professional Office Zone.

Thank-you,
Signed,
Sharlene Watson
Office Ph: 801.419.0705
Fax: 801.606.7902

1660 E Murray Holladay Rd
Holladay, UT 84117

[Quoted text hidden]

I, Val Ludlow, support the proposed amendment to Title 13, Chapter 13.1000 Appendix A – Allowed Uses of the Holladay Municipal Code. I understand that the proposed amendment would allow short-term rentals within the Professional Office Zone.

I currently maintain a building within the Professional Office Zone at

2006 E 3900 S. 2020 E 3900 S.

Val G Ludlow

Signing on behalf of _____

CITY OF HOLLADAY

RESOLUTION NO. 2024-29

A RESOLUTION CONFIRMING THE APPOINTMENT OF ALISON JESTER AS THE EMERGENCY MANAGEMENT COORDINATOR OF THE CITY OF HOLLADAY

WHEREAS, the City Council (the "Council") of the City of Holladay (the "City") met in regular session on October 3, 2024, to consider, among other things, appointing a qualified person to serve as the City's Emergency Management Coordinator; and

WHEREAS, after careful consideration, and upon the recommendation of the City Manager, the Council has determined that it is in the best interests of the health, safety and welfare of the residents of the City to appoint Allison Jester as the City's Emergency Management Coordinator;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Holladay that the Council hereby consents to, confirms and ratifies the appointment of Allison Jester as the City's Emergency Management Coordinator.

PASSED AND APPROVED this 3rd day of October 2024.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Ty Brewer	Yea	Nay ___
Matt Durham	Yea	Nay ___
Paul Fotheringham	Yea	Nay ___
Drew Quinn	Yea	Nay ___
Emily Gray	Yea	Nay ___
Robert Dahle	Yea	Nay ___

ATTEST:

_____
Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this day of October, 2024.

RECORDED this day of October, 2024.

CITY OF HOLLADAY

RESOLUTION NO. 2022- 30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY ADOPTING THE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN FOR THE CITY OF HOLLADAY

WHEREAS, the City Council of the City of Holladay has been advised that provision of federal and state law require the adoption of a Comprehensive Emergency Management Plan by the City to maximize the availability of federal and state relief in the event of emergency or disaster circumstances; and

WHEREAS, the City Council of the City of Holladay has determined that public health, safety and welfare will be benefitted by the adoption of an Emergency Management Plan to support the continued delivery of necessary City services in times of emergency or disaster;

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

Section 1. Adoption. The attached Comprehensive Emergency Management Plan, attached hereto and incorporated herein by reference is hereby approved and adopted by the City Council of the City of Holladay. City staff are hereby directed to take all steps necessary to implement and comply with the attached Plan.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

PASSED AND APPROVED this __ day of October, 2024.

HOLLADAY CITY COUNCIL

By:_____
Robert Dahle, Mayor

[SEAL]

VOTING:

Matt Durham	Yea ____	Nay ___
Ty Brewer	Yea ____	Nay ___
Drew Quinn	Yea ____	Nay ___
Paul Fotheringham	Yea ____	Nay ___

CITY OF HOLLADAY

RESOLUTION NO. 2024-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING AMENDMENTS TO THE EMPLOYEE MANUAL FOR THE CITY

WHEREAS, the City of Holladay has previously adopted an employee manual to govern the conduct of employees within the City and relation of employees to administration; and

WHEREAS, the City Council of the City of Holladay previously adopted an employee manual, which had been formerly codified as an Ordinance of the City, by Resolution; and

WHEREAS, the City Council of the City of Holladay now desires to replace, in its entirety, the employee manual of the City with a new proposed Employee Manual;

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

Section 1. Approval. The City Council of the City of Holladay hereby approves that certain revised Employee Manual, attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Repeal. This Resolution shall serve as a repeal of all prior versions of the employee manual of the City and of any other ordinances or policies which are inconsistent with the provisions of the newly adopted Employee Manual. The City's prior Drug and Alcohol Policy is specifically repealed by this action.

Section 3. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 4. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

PASSED AND APPROVED this ___ day of October, 2024.

HOLLADAY CITY COUNCIL

By:_____
Robert Dahle, Mayor

CITY OF HOLLADAY
EMPLOYEE HANDBOOK

TABLE OF CONTENTS

DISCLAIMER

This Employee Handbook is provided for general guidance only. The policies and procedures expressed in this Employee Handbook, as well as those in any other personnel material, or other types of material that may be issued from time to time, do not create a binding contract or any other obligation or liability on the City. The City reserves the right to change its policies and procedures at any time, formally or informally, with or without notice, for any reason. The City also reserves the right to take any employment action it deems appropriate. The prohibitions set forth in the Employee Handbook do not create an express or implied contract with any person.

SECTION 1 INTRODUCTION

1-01 CITY GOVERNMENT

The City of Holladay is a third-class city, organized and existing under the laws of the State of Utah. The City operates under a form of government instituted and approved by the voters of the City.

1-02 POLICY IMPLEMENTATION

1-02(1) Information contained in this handbook is intended to give employees a better understanding of the responsibilities and obligations of employment with the City. Employees have an independent obligation and are required to read, understand, and comply with all provisions of the Employee Handbook.

1-02 (2) The City reserves the right to revise, supplement, or rescind any policy or portion of a policy from time to time as deemed necessary by the City Manager. A complete copy of the Employee Handbook is available to all employees. Every employee is responsible for becoming informed of changes as they occur.

1-02 (3) In addition to the policies and procedures contained in this manual, employees are responsible for understanding and abiding by policies and procedures of their Department and/or Division.

1-02 (4) The City Manager shall be the final interpreter of the provisions of the Employee Handbook as applied to all employees of the City.

SECTION 2 EMPLOYMENT PRACTICES

2-01 RECRUITMENT

2-01(1) General Policies – It is the intent of the City to fill all positions within the most suitable applicant. Further, it is the intent of the City to consider qualified in-house applicants when appropriate.

a. Statutory Compliance – The City complies with Utah "Prohibiting Employment of Relatives" statutes. The City prohibits any person holding any position to appoint, vote for the appointment of, directly supervise, or be directly supervised by their father, mother, husband, wife, son, daughter, brother, sister, grandfather, grandmother, uncle, aunt, nephew, niece, grandson, granddaughter, first cousin, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. Volunteers providing services to the City are excluded from this provision.

b. Anti-Nepotism – The City also will not hire or re-hire any current or former relative of a current employee. Relative, for the purposes of this restriction means in addition to the relationships listed above, foster children, step-relationships or the preceding degrees of consanguinity, or any of their spouses.

c. Employment of Minors – It is the policy of the City that no one under the age of 16 shall be hired as an employee.

2-01 (2) Equal Employment Opportunity – The City of Holladay is an Equal Opportunity Employer and selects, hires, promotes, and compensates employees without regard to race; color; religion; sex; pregnancy, childbirth, or pregnancy-related conditions; age; national origin; disability; sexual orientation; gender identity, 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.

2-01 (3) Job Postings – In general, notices of all job openings are posted, although the City reserves its discretionary right to limit the recruitment to internal applicants or to not post a particular opening.

a. External job openings may be posted in the following locations:

- Employment agencies
- Professional staffing services
- Trade journals
- City website
- Department of Workforce Services
- Social media

Other advertising sources may be used to fill open positions in the best interest of the City.

b. Internal job postings will include City emails to eligible employee groups and posting at appropriate City locations.

2-01 (4) 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 the City shall complete a City application and are required to comply with the specific application process for each position. The applicant must submit all applications to Human Resources by the closing date and time of the posted position.

b. The City accepts applications from all interested parties and evaluates applicants based upon job-related criteria.

c. Falsification of any information required in the application process is grounds for immediate disqualification.

d. Applications will be retained for two (2) years (or three (3) years if a conditional job offer was declined or withdrawn.)

2-01 (5) Selection Procedures

a. Skill-based Testing – Job applicants may be required to take tests that the City deems necessary for a specific position.

b. Veterans Preference – In accordance with Title 71, Chapter 10, Utah Code Annotated, Preference eligible veterans and their spouses shall be given preference in the hiring process. The City employment application shall have a section to claim veteran's preference.

c. Job Offer Requirements – Once an applicant is selected and a written conditional offer has been created by Human Resources, approved by the Department Director, and signed by the applicant, the applicant will be required to submit to drug testing, a background check, and a driver's license check (if required). The Personnel Action Form shall be approved by the Department Director and City Manager.

2-02 EMPLOYMENT MODIFICATIONS & ACCOMMODATIONS PROCEDURE

2-02 (1) Business Adjustment Request (may be due to a non-work related or a work-related injury/illness)

a. Employees with a medical limitation of limited duration (typically less than 90 days) or whose limitation has a minor impact on the department may request to have an adjustment to their work responsibilities, schedule or other conditions of employment.

b. To request a business adjustment, an employee must submit a medical release form or other documentation signed by their health care provider that includes:

i. A request for an adjustment to their work responsibilities, schedule or other conditions of employment,

ii. A list of physical or mental work limitations, and

iii. The expected date of return to work with no necessary business adjustments.

c. A department has no obligation to grant a request for a business adjustment. Departments should use discretion in balancing the benefits and disruptions of employees working less than full duty.

i. Department management will not contact the employee's health care provider. However, the department may, in consultation with the human resources department, ask an employee to provide additional information from the health care provider. If no information is received the request may be denied.

d. If approved, it is the responsibility of the employee to work within the physical limitations specified by the medical provider and to perform only those duties consistent with the limitations.

e. An employee who is unable to return to full duty at the end of the business adjustment may request a leave of absence or accommodation under the ADA. The employee may consult with human resources regarding their options available under City policy.

f. Departments must notify their human resources consultant any time a business adjustment is requested.

g. Medical documentation collected during the process should be sent to human resources and not maintained by the department.

2-02 (2) 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.

2-02 (3) ADA Accommodations

a. In accordance with all applicable laws, it is the City's policy to not 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 accommodations. 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) and requires a reasonable accommodation, the employee should contact the City Manager 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 business adjustment (see section I 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 City Manager will attempt to transfer the employee to a vacant position within the City.

i. The employee must be qualified for the position, able to perform the work required and the position must be of an equivalent or lower pay grade to the employee's current 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, the employee may be separated from employment for unavailability.

d. Applicants for City positions are entitled to reasonable accommodations during the testing process. Applicants should be directed to contact the City Manager regarding a request for such accommodations.

2-03 EMPLOYMENT CLASSIFICATIONS

2-03 (1) Employment Status

a. Full-time – An employee hired to work a minimum of 40 hours per week or other similar full-time work schedule, and eligible for City benefits.

b. At-will/Full-time – An employee hired to work a minimum of 40 hours per week or applicable full-time work schedule, eligible for City benefits, but the employee or the City may end the employment relationship at any time, with or without cause or explanation.

c. Qualified Part-time – An employee hired to work a minimum of 30 hours per week and is eligible for City benefits at a pro-rated rate at three quarter time.

b. Part-time – An employee hired to work no more than 29 hours per week is at-will and is eligible for leave benefits as well as Utah State Retirement benefits at the part-time rate.

c. Paid Intern – A student currently seeking a degree who is paid while learning job duties under the supervision of a City employee.

d. Unpaid Intern – A student currently seeking a degree who is volunteering to learn job functions under the supervision of a City employee for academic credit has worker's compensation coverage through his or her educational institution and is not eligible for City compensation or benefits.

e. Elected and Statutory Officials - The classification of elected and statutory officials shall consist of all elected and appointed statutory officials of the City. Elected and statutory officials shall be compensated according to City ordinances or as directed by the City Council.

f. For the purposes of the Patient Protection and Consumer Affordability Act (PPACA), the 12-month initial measurement period for Part-time and Intern employees begins on their start date. The administrative period for each applies from the end of the initial measurement period through the end of the first calendar month beginning after the end of the initial measurement period.

g. 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 worker's compensation and liability coverage.

h. Temporary/Seasonal - Employees hired directly or through outside employment agencies to work at the City of Holladay 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 beyond six (6) 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.

2-03 (2) Probation

a. Probationary period – all newly hired or re-hired full-time employees shall fulfill a six-month probationary period. During probation, such employees may be terminated at any time, with or without cause or prior notice, for any reason or no reason at all. Employees must complete a performance evaluation signed by the Department Director and City Manager prior to ending the probationary period.

b. Extensions – In unusual circumstances, probationary periods may be extended beyond the initial probationary period as authorized by the Department Director. Probation extensions shall be documented, and notice given to the employee prior to the conclusion of the original probationary period.

2-03 (3) Performance Review – Supervisors of all employees shall complete performance review(s) as determined by the City Manager.

2-03 (4) Corrective Action Plan – As part of a disciplinary action or as part of performance review, an employee may be placed on a corrective action plan, the length of which shall be determined by the supervisor in consultation with Human Resources.

2-03 (5) Employment Classification – In accordance with the Fair Labor Standards Act (FLSA), employees shall be classified as either exempt or non-exempt with respect to eligibility for payment of overtime.

a. Exempt employees are those in managerial, administrative, or professional positions as prescribed by the FLSA and therefore do not receive overtime for hours worked in excess of a 40-hour work week or other applicable work period.

b. All other FLSA-covered employees are paid overtime for hours worked in excess of a 40-hour work week or other applicable work period.

2-04 PERFORMANCE EVALUATIONS

2-04 (1) Designated supervisors shall conduct performance evaluations of full-time, at-will/full-time and part-time employees as designated by the City Manager to assist employees in performing their job duties.

2-04 (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 (10) business days of the effective date of the transfer.

2-04 (3) Eligible 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.

2-04 (4) Approved copies of performance evaluations ~~are placed in the employee's personnel file kept in Human Resources~~ maintained in employee's electronic record and are viewable by the employee.~~.~~ Each employee ~~will receive a copy~~is able to view ~~of~~ his or her performance evaluation.

2-05 EMPLOYEE REDUCTION IN FORCE POLICY (RIF)

2-05 (1) 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, full-time employee(s) in the positions to be eliminated shall, when possible, be notified in writing at least two weeks before the planned reduction in force.

2-06 **EMERGENCY REASSIGNMENT**

2-06-(1) Following Utah State Code 53-2a-221, municipal employees may be reassigned during a local emergency declaration to perform disaster response duties in accordance with the City of Holladay Comprehensive Emergency Management Plan.

2-06 (2) Employees shall be exempt if their family is in immediate danger or their health preclude them from performing duties assigned.

SECTION 3 COMPENSATION, LEAVES & BENEFITS

3-01 COMPENSATION

3-01 (1) Work Hours – Work hours for employees are determined by Department Directors. Department Directors may change employee work hours as determined to be in the best interest of the City. ~~Any working from home (telecommuting) schedule requires a written Telecommuting Agreement approved by the Department Director, and the City Manager~~.

a. Employees are responsible for accurately recording and reporting time worked and leave used on their timecards.

b. Supervisors are responsible for reviewing and approving timecards in a timely manner.

3-01 (2) Classification – The City assigns each position a classification paygrade and salary range, as established by the City's pay plans. The pay plans reflect internal and external equities, based upon assigned duties and responsibilities, and market comparisons. Market research is conducted by the Human Resource Department annually. The scope of research will be determined by the City Manager.

3-01 (3) Payroll – All employees are paid bi-weekly. Each paycheck will include earnings for all work performed through the end of the previous payroll period or applicable work period.

a. Upon receipt of a valid garnishment, the City shall withhold 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 agents.

b. An employee may not receive an unearned pay advance, except as authorized by the City Manager.

c. Employees and the City have a joint responsibility to ensure that payroll payments are correct. Payroll errors may be corrected retroactively, but such errors may only be corrected for up to 26 pay periods.

3-01 (4) Merit Increases – Employees may receive merit increases based on performance evaluations or other established criteria, according to availability of funds as allocated by the City Council through the budget process. Employees are only eligible for an increase to the extent that any increase would not result in exceeding the maximum pay amount for their pay grade.

3-01 (5) Cost of Living (COLA) and/or Market Adjustments – Employees may receive a COLA and/or market adjustment as determined appropriate and according to availability of funds as allocated by the City Council through the budget process. Employees are only eligible for an increase to the extent that any increase would not result in exceeding the maximum pay amount for their pay grade.

3-01 (6) Overtime Provisions – It is the general policy of the City to not have employees work overtime. However, non-exempt employees may be required to work overtime as deemed necessary and pre-authorized by a Department Director or their designee.

a. Overtime is paid consistent with FLSA requirements at the rate of one and one-half times the regular rate of pay, except as otherwise provided in this section.

b. Overtime is calculated based on actual time worked.

i. Time worked, for the purpose of overtime, includes those hours an employee is physically working, as well as holiday leave or jury duty.

ii. Time worked, for the purpose of overtime, does not include vacation leave, sick leave, bereavement/funeral leave, paid or unpaid administrative leave, paid military leave, caregiver leave, hospitalization leave or compensatory time.

c. Overtime is payment received for time worked in excess of 40 hours per work week for non-exempt employees.

d. In situations of a declared state of emergency, FLSA non-exempt employees whose work assists the response during the designated emergency will be paid time and a half for any emergency hours worked in addition to their normal work schedule. Employees will not accrue compensatory time.

3-01 (7) Compensatory Time Provisions – When it is in the best interest of the City, the City reserves the right to grant compensatory time in lieu of overtime wages to FLSA non-exempt employees. Compensatory time must be pre-authorized by the Department Director.

a. Compensatory time is calculated the same as overtime, as described in Section 3-01 (6).

b. An employee with accrued compensatory time leave who requests use of the time will be permitted to use it within a reasonable period after making the request if it does not unduly disrupt the operations of the Department.

c. The City may require an employee to use accrued compensatory time.

d. The maximum amount of compensatory time an employee may accrue is 100 hours unless otherwise approved by the City Manager. Accrued compensatory time will be exhausted prior to any use of vacation leave.

e. The accrued compensatory time of an employee transferred between Divisions or moving to FLSA exempt status shall be used or compensated prior to such action.

3-01 (8) Payout – Subject to budget constraints, the City may provide a payout of accrued vacation time once a year if criteria is met. Each employee is required to use a minimum of 40 hours for full-time and 20 hours for part-time employees per year in order to qualify for consideration in the payout program. Full time employees are eligible to have accrued vacation bought out (purchased at 50% of value) on the first pay period of November by the City pursuant to the following guidelines:

a. Leave year runs on a calendar year. By the first pay period in November, employees must have used 40 hours of accrued vacation in the prior 52 weeks (26 pay periods) to be eligible.

b. Employees must have more than 120 hours of unused, accrued vacation as of November 1 to participate. The City will only purchase accrued vacation above the 120 hours.

c. The City may purchase up to 60 hours of vacation from the employee per year.

3-01 (9) Exempt Employees – Exempt employees shall be paid consistent with principles of public accountability, as provided for under the Fair Labor Standards Act.

a. Normal working hours for exempt employees shall be a 40-hour work week. The City Manager or Department Director shall determine the normal working hours for each exempt employee.

b. Exempt employees are expected to work beyond normal working hours when needed to complete their assignments and responsibilities, including emergency situations.

c. Exempt employees are not paid on an hourly basis and are not eligible for overtime or compensatory time unless authorized by the City Manager in writing and consistent with section 3-01(6) of this handbook.

d. Exempt employees are expected to be in the office between the hours of 10 am and 3 pm.

e. Exempt employees working a partial day expecting to be paid for a full day must work a minimum of four (4) hours.

f. Exempt employees may be placed on leave without pay for absences when accrued leave has been exhausted, permission for leave use has not been sought or is sought but is denied, or the employee requests and is granted leave without pay.

g. Exempt employees may be disciplined for violations of the Employee Handbook. Suspensions for workplace conduct rules must be imposed in full-day increments. Performance-related suspensions must be imposed in work-week increments.

3-01 (10) Call-back Compensation – Any FLSA non-exempt employee called back to work shall be entitled to call-back compensation for actual time worked. The minimum call-back compensation shall be two hours. Only time worked in excess of an employee's specified work week will be compensated at the overtime rate.

3-01 (11) Standby Notification

a. Advance notice given to specific employees of an impending event such as a snow storm event or response to a natural disaster.

b. Standby is only compensated if notified employees are actually required to respond. Such compensation will be call back compensation.

c. Employees must be able to respond to a City worksite within one hour and in compliance with the City's Drug/Alcohol Policy.

3-01 (12) Service-related Severance Payments for At-will/Full-time Employees – If employment is ended at the initiative of the City, except for gross misconduct, at-will/full-time employees employed for more than one year will be paid a severance of one month's salary and the COBRA cost of the employee's current health insurance coverage for each completed year of employment with the City, up to a maximum of six months' salary and COBRA cost, upon execution of a Release of Claims Agreement.

3-01 (13) Travel Time – Whether work-related travel time is compensable "time worked" depends on the kind of travel involved. Situations not covered below should be resolved in consultation with the City Manager.

a. Commuting travel from home before the regular workday and returning to home after the regular workday is not time worked.

i. This includes any assignment to a different work location within 50 miles of City Hall for an entire workday.

ii. Travel outside regular working hours as a passenger on an airplane, train, boat, bus, or vehicle is not time worked.

iii. Travel as the driver of an automobile outside regular working hours is time worked. If, however, an employee is granted the option to drive a vehicle as an alternative to being a passenger on an airplane, train, boat, bus or vehicle, time worked is limited to the travel time that otherwise would have been incurred.

b. Any work which an employee is required to perform while traveling is time worked.

3-01 (14) Job Performance/Recognition Awards – All City employees may receive a job performance/recognition award. All awards given by Department Directors may not exceed one hundred ($100) per calendar year and must be documented in writing and submitted to the Finance Director and City Manager. All awards given by the City Manager may not exceed five hundred ($500) per calendar year and must be documented in writing and submitted to the Finance Director. Job performance/recognition awards may only be granted by the City Manager, or Department Director within the following parameters:

a. The employee performs tasks, assignments, or completes a special project outside of the employee's current job description.

b. The City experiences a substantial cost savings due to employee's efforts.

c. The employee's job performance exceeds expectations. OR

d. The employee performs any action that has caused a significant positive impact to the City as determined by the City Manager.

3-01 (15) Retention Award and Wage Increase for Part-Time or Seasonal Employees – Employees classified as part-time or seasonal as defined in Section 2-02 (1) are eligible for a wage increase up to ~~2~~3%, subject to funding.

a. Part-time or seasonal employees must have worked at least one season or three months for the City prior to rehire in order to be eligible for a wage increase. Wage increase must be authorized by the Department Director and City Manager.

3-01 (16) Acting Pay – When significant conditions arise, employees may be eligible for acting pay.

a. An employee is eligible for acting pay when a Department Head or City Manager requests him/her to temporarily perform the duties of a position that is vacant and the position is of a higher classification than that in which the extra-duty employee is currently working. The employee shall receive the 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 five (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 Head shall submit a Personnel Action Form reflecting the salary increase. The Department Head shall also complete a new Personnel Action Form to ensure the salary increase terminates as soon as the additional job duties cease.

b. In extraordinary circumstances, an employee may be eligible for acting pay when a position that is vacant is of a lower classification than that in which the extra duty employee is currently working. In such cases, when vacancies in a department equal or exceed one-third of all positions in the department, an appropriate salary increase of not less than 5% of the employee's current salary will be offered. The Department Head or City Manager shall submit a Personnel Action Form reflecting the salary increase. The Department Head shall also complete a new Personnel Action Form to ensure the salary increase terminates as soon as the additional job duties cease.

3-01 (17) Retention/Hiring Bonuses – In extraordinary circumstances, including when 20% or more of staff positions are unfilled, the City Manager is authorized to provide hiring and/or retention bonuses.

3-02 LEAVES

3-02 (1) Vacation Leave – Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Vacation accrual is based on two-week pay periods. Vacation leave may not be used until the pay period following its accrual.

a. The City shall grant annual time off with pay to its full-time regular employees at the following rate: One day per month (12 days annually) available to use after ninety (90) calendar days of employment with the City.

b. Vacation Accrual Rates:

Full-time employee (effective July 1, 2019):

Completed Years of Accrued Cumulative City Service	Annual time off with Pay
0– 5	12 days (96 hours, 3.69)
6 – 10	15 days (120 hours, 4.61)
11 – 15	18 days (144 hours, 5.53)
16 – 20	21 days (168 hours, 6.46)
21 or more	24 days (192 hours, 7.38)

c. Maximum Vacation Accrual Allowed:

Vacation time accrued cannot be carried forward from one calendar year to the next in excess 240 hours. Any amount over the maximum will be lost at the beginning of the new calendar year. No payments shall be made in lieu of taking time off, except for accrued time off with pay at the time of termination. Employees who at the time of passage of this section have acquired more than 240 hours of annual time must come into compliance with this section by December 31, 2021 or be subject to loss of all claims of accrued annual time in excess of 240 hours.

d. Part-time regular Employees – The City shall grant annual time off with pay to its part-time regular employees at the rate of one-half (1/2) day per month (4 hours) on the same basis as full-time regular employees.

e. Temporary/Seasonal Employees – Temporary/Seasonal employees shall not receive time off with pay but may be allowed leave without pay if approved in advance by the employee's supervisor.

f. Donating Time – City employees may not voluntarily donate hours of accrued time off with pay to a fellow employee.

g. Vacation leave shall be requested from and pre-approved by the employee's supervisor.

h. Vacation accrual rates shall change after each of the qualifying years of full-time service has been completed.

i. Employees who wish to exhaust accrued vacation during the period of time immediately preceding their last day worked before retirement, resignation, or termination may do so if approved by the Department Director but shall not be eligible for accrual of leave-on-leave.

j. Employees do not accrue vacation leave while on a leave without pay status, including any pay period in which accrued leave is the only available paid leave.

k. Employees may not accrue vacation leave when the current available vacation leave is exhausted in the same pay period.

l. The City does not advance leave. Vacation leave may not be used until the pay period following its accrual.

3-02 (2) Holiday Leave – The City recognizes the following holidays for purposes of paid holiday leave:

New Year's Day	January 1st
Dr. Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	Following current state practice or June 19
Independence Day	July 4th
Pioneer Day	July 24th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Thanksgiving Holiday	4th Friday in November
Christmas Eve (1/2 Day)	December 24th
Christmas Day	December 25th

a. If a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. If a holiday falls on a Sunday, the holiday shall be observed on the following Monday or as designated by the City Manager.

b. Full-time employees should use the amount of his/her regularly scheduled workday for holiday pay for the holiday listed above. Holiday pay will not apply to employees not scheduled to work the actual holiday or observed holiday.

i. Holiday leave may not be used prior to the pay period in which the holiday occurs except for the floating holiday, which must to pre-approved by the Department Director.

c. Non-exempt Parks employees scheduled off on an observed City holiday but required to work for storm events or other emergencies will be paid for the holiday hours in addition to receiving compensatory time or being paid at time and a half.

d. Employees scheduled to work on the 4th of July will be paid for the holiday hours in addition to receiving compensatory time or being paid at time and a half.

3-02 (3) Executive Leave – Employees which are required to attend night meetings on a regular basis may receive up to an additional 160 hours of paid time off. Executive leave hours must be used within the fiscal year they are provided. Executive leave hours are not allowed to be carried over from one year to the next.

3-02 (4) Sick Leave – Sick leave time off with pay is available to eligible employees for periods of temporary absence due to illness, injury, or to obtain necessary medical care for themselves, a spouse, dependent living in the employee's home. Sick leave may also be used for any City approved FMLA leave use. Sick leave hours are intended 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 a job protection.

b. Full-time employees shall accrue 3.69 hours of sick leave per pay period.

c. Employees do not accrue sick leave while on a leave without pay status, including any pay period in which accrued leave is the only available paid leave.

d. Employees who are unable to report to work due to illness or injury shall 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.

e. Employees may be required to demonstrate the ability to perform essential job duties and/or provide a medical release before returning to work.

f. Transitional Duty

i. Workers' compensation-related transitional duty is covered by Section 6-02.

ii. For any injury or illness not related to worker's compensation where the employee is unable to perform essential job duties, the employee's Department Director may assign transitional duty if there is a prognosis for return to full duty within six weeks. Under unusual circumstances, transitional duty may be approved for longer than six weeks by the Department Director after consultation with the City Manager.

3-02 (5) Bereavement/Funeral Leave – Full-time/Regular employees may receive a maximum of 24 hours bereavement leave per occurrence with pay, following the death of a member of the employee's immediate family.

a. Immediate family means the following relatives of the employees or spouse (including in-laws or step-relatives):

i. spouse,
ii. parents,
iii. siblings,
iv. children, including pregnancy, miscarriage, or ~~,~~stillbirth
v. all levels of grandparents, or
vi. all levels of grandchildren.

b. An employee may receive up to five hours funeral leave with pay to attend a non-immediate family funeral at the Department Director's discretion.

c. Bereavement/Funeral leave shall be pre-approved by an employee's Department Director.

3-02 (6) 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. If the jury or witness service is completed during regular work hours, an employee is expected to return to work upon completion of the service. The employee shall receive his/her regular pay when performing jury and witness duty. Money received for jury or witness service must be returned to the City within one week of receipt. Verification of jury and witness duty will be required. If you fail to comply with this policy, disciplinary action may be taken.

3-02 (7) Military Leave – A 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 complete a "Benefits Reimbursement Agreement" and coordinate such with the Human Resources Department.

v. Employees on active duty will be reinstated in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

3-02 (8) Basic FMLA Leave Provisions – 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, health insurance benefits, and with some limited expectations, job restoration within a rolling 12-month period following the designation of FMLA leave. A "rolling" 12-month period is measured backward from the date an employee takes 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 choose to waive the designation of FMLA in writing.

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 and has worked a minimum of 1250 hours in the 12-month period immediately preceding the request.

b. Eligible employees may request up to 12 weeks of paid/unpaid leave for situations related to certain family and medical 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, or 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 continuing treatment by a health care provider.

iii. For the employee's own serious 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;

iv. 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

v. 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 City Manager and notify supervisors in writing at least 30 days in advance of foreseeable event(s) and as soon as practical for unforeseeable event(s).

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 City Manager within 15 working days.

iv. Human Resources will process the certification and provide the employee with the Notice of Eligibility and Rights &Responsibilities form and Designation Notice.

v. 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.

d. Eligible employees may use FMLA leave at the same time as employer-provided paid leave. However, an eligible employee must exhaust all available paid leave (accrued vacation, compensatory leave, sick leave, ~~or~~ holiday leave, or parental leave) before going on a leave without pay status. From the time FMLA leave is requested, the maximum combined period of sick, parental, and FMLA leave for any eligible employee shall not exceed 12 weeks in any rolling 12-month period. Supervisors will be responsible for submitting the employee timecard, including FMLA use, to the City Manager 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 shall collect employee premium amounts through coordination with the Finance Department. 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 health provider before the employee can return.

i. Upon return from FMLA leave, an employee will return to their original or an equivalent position.

ii. If an employee fails to return to work after the 12 weeks of leave have expired, the employee is responsible for reimbursing the City for any unpaid employee share of the premium costs.

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.

~~3-02~~ (9) Parental Leave

~~3-03~~

a. Eligible employees must meet the following criteria:
   i. Have been employed with the City for at least 12 months.
   ii. Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
   iii. Be a full-time or benefitted part-time, regular employee (temporary employees and interns are not eligible for this benefit).

b. Eligible employees may request a maximum of 160 hours paid parental leave for the birth of a child or placement of a child for adoption. Leave amounts will be pro-rated based on FTE.

c. Eligibility for parental leave will start on the date of the child's birth or, in the case of adoption, the date the child is placed in the employee's home. Employees will report the pending birth or adoption to their supervisor as soon as practicable.

d. Employees who are eligible for paid parental leave, FMLA, and/or Short-Term Disability may request to combine these benefits. P~~p~~arental leave will run concurrently with FMLA and Short-Term Disability (if applicable).

e. Remote work may be considered, where appropriate, to further accommodate the needs of the employee and the City. Requests for remote work must be:
   i. Reviewed on a case-by-case basis;
   ii. Based on the employee's ability to fulfill job responsibilities remotely during the parental leave period;
   iii. Aligned with operational needs; and
   ~~i.~~iv. Formalized in a written agreement that outlines the expectations for both the employee and supervisor during the remote work period.

~~d.~~f. Leave may be taken intermittently. Eligibility and use of parental leave will expire 4 months after the birth or adoption.

~~e.~~g. 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 to160 hours.

~~f.~~h. 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.~~i. 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.~~j. If the employee requesting parental leave does not expect to return to his/her original position, the request may be denied.

~~i.~~k. 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

~~j.~~l. File a Short-Term Disability claim (if applicable).

3-02 (10) Administrative Leave

~~a.~~d. Administrative leave with pay may be assigned by a Department Director, or City Manager under the following circumstances:

i. Pending the outcome of an investigation to determine possible disciplinary action against the employee.

ii. Following work-related incidents that result in extreme stress.

iii. To protect City interests during an end-of-employment process.

~~b.~~e. The City Manager may assign administrative leave at his/her discretion.

~~c.~~f. Written approval must be obtained from a Department Director for administrative leave up to forty (40) hours during a rolling year. Written approval must be obtained from the City Manager for any administrative leave exceeding forty (40) hours during rolling year.

~~d.~~g. An employee shall not engage in secondary employment during the actual hours

designated as administrative leave. The City may also modify the employee's work hours or restrict secondary employment outside of hours designated as administrative leave.

~~e.~~h. The City may, at its discretion, additionally restrict activities of an employee on administrative leave with pay.

~~f.~~i. The employee must remain readily available and immediately able to respond to phone contact or return to work during City's normal working hours.

~~g.~~j. An employee charged with a job-related felony or class A misdemeanor or who has been alleged to have engaged in conduct clearly warranting termination in circumstances without significant evidentiary ambiguity, as determined by the City Manager, may be placed on administrative leave without pay.

~~h.~~k. Administrative leave with pay may be assigned by a Department Director, or City Manager under the following circumstances:

i. Pending the outcome of an investigation to determine possible disciplinary action against the employee.

ii. Following work-related incidents that result in extreme stress.

iii. To protect City interests during an end-of-employment process.

~~i.~~l. The City Manager may assign administrative leave at his/her discretion.

~~j.~~m. Written approval must be obtained from a Department Director for administrative leave up to forty (40) hours during a rolling year. Written approval must be obtained from the City Manager for any administrative leave exceeding forty (40) hours during rolling year.

~~k.~~n. An employee shall not engage in secondary employment during the actual hours designated as administrative leave. The City may also modify the employee's work hours or restrict secondary employment outside of hours designated as administrative leave.

~~l.~~o. The City may, at its discretion, additionally restrict activities of an employee on administrative leave with pay.

~~m.~~p. The employee must remain readily available and immediately able to respond to phone contact or return to work during City's normal working hours.

~~n.~~q. An employee charged with a job-related felony or class A misdemeanor or who has been alleged to have engaged in conduct clearly warranting termination in circumstances without significant evidentiary ambiguity, as determined by the City Manager, may be placed on administrative leave without pay.

3-02 (11) Leave Without Pay

a. Under special circumstances, employees may find it necessary to request leave without pay for a reason other than family or medical leave.

b. Full-time employees who have successfully completed their probationary period are eligible to request leave as described in this policy.

c. Eligible employees may be granted a period of up to 30 consecutive calendar days on a rolling year basis. If this initial period of absence proves insufficient,

consideration will be given to a written request for a single extension of no more than 60 consecutive calendar days.

d. Eligible employees interested in a leave of absence must submit a written request to their Department Head detailing the nature of the leave.

e. Requests for leave of absence will be considered based on criteria such as the nature of the request, the impact to the organization, and the benefit to the employee and/or the City. The City does not grant a leave of absence without pay unless it is believed the employee will return to City employment at the end of the leave.

f. Prior written approval will 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 his or her applicable leave benefits, they will no longer continue to accrue vacation, sick leave, holiday leave, and other City benefits during the approved leave of absence period, unless provided for under state or federal guidelines.

i. Accrued leave must be used during an approved leave of absence in order to maintain City provided benefits. If an employee has no accrued leave, 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.

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(s). However, the City cannot guarantee reinstatement in all cases and is under no obligation to hold a specific job.

3-02 (12) Breaks and Meal Periods - The City offers breaks and meal periods as work allows.

a. The City may provide two paid breaks of up to 15 minutes each during a standard workday as determined by the supervisor.

b. The City normally provides up to a one-hour unpaid meal period for full-time employees during a standard workday.

3-02 (13) 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. Exception: 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.

3-02 (14) Breastfeeding

a. The City supports breastfeeding and complies with the requirements of Utah Code Annotated § 34-49-204, including:

i. Providing reasonable breaks to accommodate breastfeeding and milk expression for at least one year after birth of the employee's child;

ii. Consulting 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 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 City Manager.

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 (4-02).

3-02 (15) 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 City Manager.

b. The pregnant employee will notify the City Manager of potential eligibility for FMLA and complete the process outlined in Section 3-02(8).

c. The City Manager will review the Certification of Health Provider or doctor's notes for the pregnant employee to determine FMLA eligibility. This may give cause to facilitate an interactive meeting with the employee and supervisor to determine if a reasonable accommodation is needed and available.

d. If the employee needs transitional duty, it will be handled consistent with the Transitional Duty Policy (3-02(4)(f)).

3-03 (16) REMOTE WORK

a. Employees may 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.

b. 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.

c. 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.

d. 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 successfully completed their probationary period and 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.

iii. Employees may work no more than 20% of their scheduled time remotely, unless approved by the City Manager.

e. 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.

f. Approval Standards and Process

i. An eligible employee requests to work remotely by notifying the supervisor.

ii. If the job has been designated as eligible to work remotely 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.

iii. Completed and approved Remote Work Agreements are stored in the employee's personnel file.

iv. Remote Work Agreements shall be reviewed and updated on an annual basis or when the employee's schedule changes.

~~3-04~~3-02 EMPLOYEE BENEFITS

~~3-03~~3-04 (1) General Policy – Eligible employees are offered various insurance, retirement and wellness benefits. Information summarizing these benefits is provided to participating employees periodically and as required by law.

3-03 (2) Workers' Compensation – The City provides workers compensation insurance through the Utah Local Governments Trust. This coverage provides benefits for work-related illness or injury. All work-related illness and injuries should be reported immediately to the employee's supervisor and the City Manager. Workers' Compensation leave runs concurrently with FMLA.

3-03 (3) Long-Term and Short-Term Disability Coverage – The City provides both short-term and long-term disability coverage for qualifying illnesses or disabilities. Short-term and long-term disability leave run concurrent with FMLA.

3-03 (4) Medical, Dental, Vision and Life Insurance – Medical, dental, vision and life insurance plans are available to eligible City employees through City-determined providers. Subject to budgetary constraints, the City will pay a dollar amount of the total cost of the base plan of insuring the employee and eligible dependents. In May or June of each year, there will be an open enrollment period for changing the coverage options. Basic life insurance coverage on the employee and eligible dependents is included in the medical coverage and additional coverage may be elected and paid for by the employee. The City may offer group health insurance benefits to full-time and qualified part-time employees.

3-03 (5) 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" normally would result in the loss of eligibility.

3-03 (6) Section 125 Flex Benefit Plan – The City offers a qualified IRS Section 125 Flex Benefit Plan that eligible employees may utilize for both medical and dependent care expenses with pre-tax dollars.

3-03 (7) State and Federal Unemployment – All employees are covered by the state and federal unemployment benefits.

3-03 (8) Retirement – All full-time employees are covered by the Utah State Retirement System ("URS"), unless exempted in accordance with Utah state law. Employees who work a minimum of twenty (20) hours per week, are not employed on a seasonal or temporary basis, shall be eligible to participate in the City's retirement plan in accordance with Utah state law. Consistent with Section 49-13-203 of Utah state law, the City Manager and an eligible Tier 1 elected official are eligible for exemption from the URS. If individuals in these positions choose to exempt themselves from URS, a contribution to a 401(k) plan may be negotiated in lieu of the contribution to URS.

3-03 (9) 401(k) Plan Contribution – The City of Holladay will match one for one on employee contributions to the 401(k) plan up to 5% of salary. Contribution rates will be reviewed quarterly for changes made by employees.

3-03 (10) Retirement Health Savings Plan (RHS) – All employees are required to participate in the Retirement Health Savings Plan (RHS). Upon implementation, employees with an accrued balance of sick leave of 180 hours or more may be paid 50% of any hours over and above 180 hours at their hourly rate of pay. The accrued balance will then reflect 180 hours.

a. Contribution Source and Amounts:

- Mandatory Employee Leave Contributions: Accrued Sick Leave per City Policy.

b. Only participants with accrued sick leave in excess of 180 hours at the end of December each year are eligible for contribution to the RHS. Contribution is equal to sick leave earned during the calendar year less sick leave used during the calendar year multiplied by 50% times current hourly rate of pay.

c. Ten (10) percent of total accrued sick leave hours at applicable hourly rate of pay upon separation of service.

3-03 (11) Employees Assistance Program – The City of Holladay has elected to fund an employee assistance program to assist employees and their dependents in addressing and facilitating solutions to job related or non-job related life issues that may jeopardize an employee's ability to perform at work or present compromise to physical or mental health. 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.

3-03 (12) FICA (Social Security & Medicare) – All employees are covered by the benefits of Old Age, Survivors and Disability Insurance as provide by law. Contributions of the employee and the City will be made in accordance with Federal law.

3-03 (13) Training

a. Employees are encouraged to obtain an appropriate and beneficial level of training through attendance at job-related seminars, conferences, classes, certification courses, etc. The employee's Department Director or designee must pre-approve all training attendance and payment of associated costs. A copy of training certifications shall be forwarded to Human Resources.

b. When the Department Director approves training, the involved time will be treated as time worked, consistent with City policy and FLSA regulations.

3-03 (14) Cell Phone Policy – The purpose of this policy is to establish clear and consistent rules for the issuance and/or use of cell phones to conduct official business on behalf of the City of Holladay.

a. Definitions:

i. Cell Phones/Smart Phones – any wireless communication device, including smart phones.

ii. Business call – any phone call made by an employee for the purpose of conducting official City business in accordance with that employee's assigned duties and responsibilities.

iii. Personal call/text/use of data – any use by the employee that is not for the purpose of conducting official City business in accordance with that employee's assigned duties and responsibilities.

b. Scope: Certain City positions may require the employee to be readily accessible for frequent contact outside normal working hours by other City staff and/or the public. The employee may also be required to be away from their work location on

a regular basis or their fwork location may be outside. This policy also recognizes that not all employees may require the use of a cell phone for business use.

c. Procedures:

Determining Eligibility: Departments are responsible for identifying an employee's need for a cell phone. The City Manager reviews these requests, and has the final authority to deny, modify or approve any cell phone request.

Determining Ownership and Payment: The City provides two options for employees that require the use of a cell phone for business use.

i. Cell Phone Allowance: The City Manager determines when a cell phone allowance is in the best interest of the City. If the allowance received is equal or less than the cost of the monthly cell phone service, this allowance is in compliance with IRS notice 2011-72 that sets guidelines for cell phone allowances, and the allowance would be a non-taxable benefit. The allowance will not be considered part of the employee's base salary, nor will it be used for purposes of determining annual raises, retirement benefits or other benefits.

A. The initial cell phone allowance for City employees is set at $32 per month, to be paid during normal payroll processing.
B. The initial cell phone allowance for eligible elected officials is set at a standard rate of $40 per month, to be paid during normal payroll processing.
C. An employee or elected official receiving the cell phone allowance must retain an active cell phone as long as the allowance is in place.
D. Employees are responsible for all costs associated with replacing a lost, stolen or damaged cell phone or smartphone. The employee is responsible for all costs associated with purchasing accessories for the phone.

ii. City Issued Cell Phone: The City Manager determines when a City provided cell phone is in the best interest of the City. The City will pay 100% of the cost of the City issued cell phone and will determine the service plan level and related options/accessories for the employee.

A. Normal wear and tear of this type of equipment is expected. If the City determines the equipment needs repair or replacement due to negligence, the employee may need to assume the cost of repair or replacement.
B. The primary purpose of the City issued cell phone is for city related business. Minimal personal use of the cell phone is permitted, however.

C. If your City issues cell phone is lost, stolen, damaged or needs replacement, contact the City Recorder/Purchasing Manager.

General Use Conditions:

i. To observe safe vehicle operations, whenever practical and safely possible, the employee shall pull over to a safe off the roadway location to initiate or to continue any non-emergency call.

ii. Employees who receive a city issued cell phone, or who receive a cell phone allowance are aware that all voice calls, data, emails and texts and any other form of communication conducted on the phone are public records and subject to GRAMA.

iii. City issued cell phones are to be used by the assigned employee(s) only. Allowing family members, friends, or others to use City equipment is prohibited.

3-03 (15) Uniforms – The City will provide employee uniforms for permanent park employees including a coat, gloves, and boots to fulfill job responsibilities, which may be taxable consistent with City-wide policies. The City will provide all employees with one City shirt per year. Uniforms will be maintained and worn in accordance with City and Department policies.

3-03 (16) City Service Award Program – 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.

Years of Service	Gift Certificate Amount
5 Years	$250
10 Years	$500
15 Years	$750
20 Years	$1000
25 Years	$1250
30 Years	$1500

SECTION 4 EMPLOYEE CONDUCT

4.01 CODE OF CONDUCT

4-01 (1) Professionalism – The City of Holladay 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.

4-01 (2) Conflict of Interest

a. In order to avoid potential conflicts of interest prohibited by state law and City Code, all new employees will file an "Officer and Employee Disclosure Statement" with the City Recorder.

b. If the value of an employee's interest in an entity that does business with the City is significantly increased, the employee is required to file an updated "Officer and Employee Disclosure Form."

c. Additionally, each Elected Official, Appointed Official, or employee promoted to or acting in the position of the following, is required to submit an "Officer and Employee Disclosure Form" annually.

i. Department Directors

ii. Other employees as designated by the City Manager

d. All employees will comply with all conflict of interest requirements of the City Code.

4-01 (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.

4-01 (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.

4-01 (5) Gifts & Gratuities – 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.

4-01 (6) Attendance – All employees shall meet attendance and punctuality requirements in accordance with department and supervisory guidelines.

4-01 (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 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.

4-01 (8) Personal Use of City Equipment – Except as otherwise authorized by the Employee Handbook, personal use of City equipment can only be authorized by the City Manager.

4-01 (9) Personal Use of Public Property

a. Purpose – City public servants are responsible to protect and conserve City-owned, leased, held, operated, or managed equipment, vehicles, office supplies, devices, tools, facilities, and other City-owned personal and real property. The purpose of this section is to clarify what may constitute a misuse of City property and to authorize the personal use of City property under certain circumstances ("City Property").

b. Background – In 2019, the Utah Legislature adopted, and the Governor signed into law, H.B. 163, which amended Section 76-8-402 of the Utah Criminal Code to clarify the circumstances under which an individual may be prosecuted for misusing public money or public property, and to allow for the incidental use of public property by a public servant under certain limited circumstances.

c. Scope – This policy applies to all City public servants, which includes elected officials, appointed officials, employees, consultants, and independent contractors of the City. A person becomes a public servant upon the person's election, appointment, contracting, or other selection, regardless of whether the person has begun to officially occupy the position of public servant.

d. Personal Use of Public Property – In most circumstances, the City prohibits its public servants from using City Property for personal purposes. As provided in Utah Code Ann. § 76-8-402(1), a public servant may use City Property for a personal matter and personal use of City Property is allowed when:

i. the public servant is authorized to use or possess the City Property to fulfill the public servant's duties owed to the City;

ii. the primary purpose of the public servant using or possessing the City Property is to fulfill the public servant's duties to the City;

iii. the personal use is in accordance with this policy; and

iv. the public servant uses and possesses the City Property in a lawful manner in accordance with this policy; or

v. the personal use of City Property is incidental, such as when

A. the value provided to the City by the public servant's use or possession of the City Property for a public purpose substantially outweighs the personal benefit received by the public servant's personal incidental use; and

B. the incidental use is not prohibited by an applicable state or federal law.

Any lawful personal use of City Property by a public servant that is not prohibited by applicable state or federal law is specifically authorized and allowed by this policy.

The City recognizes that third parties may benefit indirectly or directly from a public servant's personal use, or official use, of City Property, which benefit is specifically condoned and authorized by this policy so long as and to the extent that the benefit does not otherwise violate an applicable law, rule, or ordinance, including but not limited to state statutory law and rules and ordinances of the City.

e. Limitations on Incidental Use – Notwithstanding subsection 4-09.d. the incidental use of City Property by public servants shall be limited to de minimis activities that involve only negligible expense (such as electricity, ink, small amounts of paper or fuels, or ordinary wear and tear). Incidental personal use does not include any use that

i. significantly interferes with the mission or operations of a City initiative, program, or service;

ii. significantly interferes with the performance of the public servant's or any other public servant's official duties;

iii. significantly compromises the integrity of City Property; or

iv. is for private financial gain, including but not limited to conducting outside business, employment, or other income-generating activities.

f. Devices – Communication and other devices, such as mobile phones, landline phones, and computers, that are owned by the City may be used by a public servant for occasional, incidental personal activities such as calling home, making other personal calls during a break or when off duty, accepting occasional incoming personal calls, etc., provided that such personal usage is not excessive. Similarly, City owned computers and smart phones may be used for personal text messaging, e-mails, and other personal uses, provided that such use is limited, as much as reasonably possible, to break periods, or periods when the employee is not on duty, and is not excessive.

g. Physical Facilities – Personal activities by public servants at City-owned, leased, managed, and/or maintained facilities, such as meeting family members or friends for short periods of time, are allowed, provided they do not become excessive or disruptive.

h. Office Supplies, etc. – Office supplies, shop supplies, and other City-owned supplies and items of personal property are intended for uses that directly benefit the City. Incidental personal use of the same by public servants is allowed, such as the use of District-owned office supplies including pens, pencils, and paper, provided that such incidental personal use is not excessive.

Public servants may make a few copies on City-owned or leased copiers but must pay for the consumables used at the rate of $0.02 per copy. If the public servant provides paper, small amounts of copies can be made without cost.

Public servants may use small tools only when the use is incidental to a City activity. Examples include the use of a tool in a City vehicle while the public servant is off duty. Whenever a small tool is used, it should never be left at the public servant's home and should be returned the next workday.

Because of their large capital cost, large tools and equipment are not allowed to be used for personal benefit.

i. Vehicle Use – Vehicle Use is subject to the restrictions and limitations outlined in Section 7, which prohibits the personal use of City vehicles except for incidental local use such as taking breaks or meal periods, or completing a personal errand (e.g., stopping at the grocery store ~~or dropping a child off at day care~~) that does not require indirect travel.

j. No Expectation of Privacy – Public servants do not have a right to nor should they have an expectation of privacy while using City Property at any time, including when they are accessing the internet, using email, sending electronic or text messages, or using City-owned telephones or mobile phones. Employees who wish for their personal activities to be private should not conduct such activities using City Property.

k. Miscellaneous – Any City Property that does not fall under any of the above classifications may nevertheless be utilized by a public servant for incidental personal uses, subject to the restrictions and limitations of this section.

l. Policy Not Exhaustive – The City reserves the right to add to, delete from, or change this policy at any time. The policy state above is not necessarily inclusive because, among other reasons, unanticipated circumstances may arise, and other rules or ordinances of the City may apply. The City may vary from the policy, subject to the application of applicable state or federal laws, if the circumstances so justify.

m. Higher Law to Control – In the event of any conflict between the Policy and any applicable federal or state law, rule or regulation, the law, rule, or regulation, including amendments and modifications thereto, shall control to the extent of such inconsistency.

n. Personal Social Media Participation

Employees should carefully consider intermingling shared City social posts with their own personal activities, particularly if their social media includes mention of their City role and title. If employees choose to share such posts, employees are responsible for making clear that their personal page is not a City page or site.

An employee who participates in social networking sites for personal purposes shall not:

i. claim to represent the position of the City, including any Department or other organizational sub-unit; or

ii. use any City logo or trademark; or

iii. 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 creating by the employee for City or personal use, without permission of the City; or

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

~~iv.~~v. Access their personal social media sites using City equipment or devices.

4-01 (10) Outside Activities – City employee shall not use City-owned property or work time in support of outside interests and activities, except as authorized by Department Director.

4-01 (11) Political Activity Of Regular Full-Time Employee:

a. No regular full-time employee shall be an officer of a political party. No City employee or official shall solicit orally, or by letter, or be in any other manner concerned in obtaining any assessments, contributions, or services for any political party from any employee in the career service.

b. Nothing contained in this subsection shall be construed to restrict the right of the employee to hold membership in, and support a political party, to vote as he chooses, to express privately his opinions on all political subjects and candidates, to maintain political neutrality, and to attend political meetings after working hours.

c. Any regular part time employee who wishes to seek election to a local elected municipal office shall request and obtain a leave of absence from City employment no later than the day following the primary election for such office. (Ord. 04-08, 9-2-2004)

d. City employees shall not use City-owned property, work time, or influence of position over other employees while engaging in any political activity.

4-01 (12) Secondary Employment

a. Employment with the City as a full-time employee shall be an employee's primary employment. City employees are permitted to engage in secondary employment upon completion and approval of an employee's Request for Approval of Secondary Employment form. Secondary employment includes any sole proprietorship, partnership, or other self-employment.

b. Employees are not authorized to work any secondary employment without prior approval by an employee's Department Director. Such approval may include an agreement between the Department Director and the employee based on the job duties of the specific secondary employment approval requested. The agreement will be noted on the form and may cover conditions including but not limited to: total hours permitted to be worked in a given time period, restrictions when on-dall for the City, and rest periods between ending secondary employment and reporting for regularly City work hours.

c. Employees will submit a new Notice of Secondary Employment annually as part of Open Enrollment.

d. Consistent with other sections of the Employee Handbook and applicable law, the City may restrict or limit secondary employment during administrative leave, sick leave, worker's compensation, transitional duty, FMLA leave, leave without pay, or as part of a corrective action plan related to a disciplinary action.

e. All other City employees are required to annually submit a Notice of Other Employment. A Department Director may rely on such notice in determining if and how to act upon an actual or perceived conflict of interest.

f. Completed secondary employment forms shall be filed with Human Resources.

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~~b.~~a. ~~Employees are not authorized to work any secondary employment without prior approval by an employee's Department Director. Such approval may include an agreement between the Department Director and the employee based on the job duties of the specific secondary employment approval requested. The agreement will be noted on the form and may cover conditions including but not limited to: total hours permitted to be worked in a given time period, restrictions when on-all for the City, and rest periods between ending secondary employment and reporting for regularly City work hours.~~

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g. ~~Completed secondary employment forms shall be filed with Human Resources.~~

~~f.~~a.

4 -01 (13) Child and Vulnerable Adult Protection

a. The City of Holladay adheres to all Federal and Utah State laws regarding the protection of children and vulnerable adults. City Officials, Staff and/or Volunteers shall not be in one-on-one and/or no-visibility situations with children or vulnerable adults. City staff who meet the definition of a child or vulnerable adult are subject to the City's Employee Handbook.

b. Definitions

   i. Child or Children: Individual(s) less than 18 years of age.

   ii. Vulnerable Adult: Individual aged 18 or over whose ability to protect themself from violence, abuse or neglect is significantly impaired through physical or mental disability, illness, advanced age or otherwise.

   iii. City Officials/Staff: Elected officials or employees of the City who have contact with children and/or vulnerable adults in connection with their work responsibilities.

iv. Volunteers: Individuals who have regular contact with children and/or vulnerable adults in connection with their volunteer activities sponsored by the City.

c. Zero Tolerance for Abuse. The City of Holladay has zero tolerance for abuse in City programs and activities.

d. Reporting Suspicious or Inappropriate Behaviors. To maintain a safe environment for everyone, City employees and volunteers must be aware of their individual responsibility to report any questionable circumstance, observation, act, omission, or situation that is a violation of these policies. Employees and volunteers are required to report any such behavior to a Supervisor, Division Manager, Department Director, Human Resources, Police Department, City Manager or Mayor.

e. Protection of Personal Details. A legal caregiver must provide explicit, written permission before any personal details can be published or distributed – including names, addresses, phone numbers, photographs, video recordings and e-mail addresses. Written consent must be obtained before using photographs or video recordings of children and/or vulnerable adults on a website, social media or otherwise.

f. Training. All City Officials, Staff and Volunteers will receive a written copy of this policy.

~~a.~~g. Background Checks. City Officials, Staff and Volunteers as defined within this section of City Policy will be subject to background checks before performing any work or volunteer work for or in behalf of the City or any City program or event.

4-02 HARASSMENT, DISCRIMINATION, & RETALIATION

4-02 (1) General Policy – The City of Holladay is committed to providing a work environment that is free of harassment or any other type of discrimination with regard to race; color; religion; sex; pregnancy, childbirth, or pregnancy-related conditions; age; national origin; disability; sexual orientation; gender identity, or any other legally protected status. The City has a zero-tolerance policy towards any form of unlawful 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, whether legally constituting sexual harassment, harassment, discrimination, or retaliation, will result in disciplinary action up to and including termination.

4-02 (2) Prohibited Conduct – The City of Holladay prohibits conduct that includes, but is not limited to:

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

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

ii. submission to 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 race, color, religion, sex, pregnancy, childbirth, pregnancy-related conditions, age, national origin, disability, sexual orientation, gender identity, or any other 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, identify, or any legally protected status;

vi. giving or 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 race, color, religion, sex, pregnancy, childbirth, or pregnancy-related condition, age, national origin, disability, sexual orientation, gender identify, or 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 this 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 in bad faith;

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 and/or any details of an investigation with any City employee except those conducting the investigation.

4-02 (3) Personal Employee Relationships

a. Each City employee in a non-spousal romantic, dating, and/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 City Manager.

b. Supervisors are prohibited from having a romantic, dating, and/or sexual relationship with a subordinate employee who they supervise in the chain-of-command.

4-02 (4) 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 or proceeding.

d. Employees are obligated to refrain from making any bad faith or known false complaints or violation of this policy.

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

4-02 (5) 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: a supervisor, Department Director; City Manager, City Attorney or Human Resources.

b. Any supervisor or manager who reasonably becomes aware of potential discrimination, harassment, or retaliation shall immediately advise Human Resources, the City Attorney and/or the City Manager. Any supervisor who knew of should have known of a potential offense and did not report the matter shall be subject to disciplinary action. In the event a claim of harassment, discrimination or retaliation alleges conduct of the City Manager, the City Attorney shall be advised.

4-02 (6) Investigation – The City of Holladay 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. Human Resources, the City Attorney's Office, and the involved department will coordinate the investigation.

b. The assigned investigator(s) will take all appropriate action to fully investigate all allegations and will document his or her findings.

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. Disciplinary action placed in any personnel file will not include the name of any victim.

f. 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, City Attorney and the City Manager.

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

i. 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.

ii. 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.

iii. An appeal will begin directly at Step Three of the Employee Grievance Procedure (Appeal to the City Manager).

4-03 ALCOHOL DRUG-FREE WORKPLACE

4-03 (1) Federal Drug-Free Workplace Requirement – The City of Holladay complies with the Federal Drug-Free Workplace Act of 1988.

4-03 (2) Drug-Free Awareness Program – All new employees will receive a copy of this policy and information about the City's Employee Assistance Program.

4-03 (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 three days after the conviction.

c. No employee shall consume alcoholic beverages during work hours, during breaks or meal periods, or for at least eight (8) 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.

4-03 (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 and/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 City Manager, except as mandated or limited by federal regulations.

4-03 (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 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 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 (1) year from the date of such result.

4-03 (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, or Department Director concur that reasonable suspicion exists. Suspicion must be

based upon specific contemporaneous, articulable observations concerning appearance, behavior, speech or body odors of the employee. 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. In accordance with Section 26-61a-111(2)(b) of the Utah Code, an employee with a medical cannabis card is not subject to adverse action for failing a drug test due to marijuana or tetrahydrocannabinol without evidence that the employee was impaired or otherwise adversely affected in the employee's job performance due to the use of medical cannabis.

c. A written record shall be made of observations leading to an alcohol or controlled substances reasonable suspicion test and signed by the supervisor or Department Director who made the observations, within 24 hours of the observed behavior or before the results of the alcohol or controlled substance tests are released, whichever is earlier. The written record must be provided to Human Resources.

d. Once the authorized supervisors have determined that reasonable suspicion exists, testing shall be done as soon as practical.

e. 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.

i. The employee shall then be put on paid administrative leave until the results of the test are available.

ii. The supervisor shall make arrangements or help the employee make arrangements to get home without driving him or herself.

4-03 (7) Rehabilitation Testing – 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.

4-03 (8) Post-Incident Testing

a. Post-incident testing will be conducted on employees involved in the following incidents:

i. any on-the-job accident where the employee(s) engaged in conduct that caused bodily injury to anyone or that resulted in property damage or loss;

ii. any equipment or vehicle accident, or collision with any pedestrian or person on a non-motorized device; whether or not it resulted in bodily injury or property damage; and

iii. any other event or incident where the City reasonably believes that alcohol or drugs were involved.

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 the City Manager shall be immediately notified of all such incidents.

4-03 (9) Testing Protocols

a. All drug testing will be carried out in compliance with Utah Code Annotated §34-41-1.

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 associated with a test required by the City.

d. For both non-DOT and DOT tests, if the 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 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.

4-03 (10) Drug Testing Information

a. The information received from drug testing shall be the property of the City.

b. Upon City receipt of the test results, the person tested shall be notified 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.

4-03 (11) 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 and/or a rehabilitation program and mandatory drug and/or alcohol testing at the employee's expense as a condition of continuing employment.~~

4-03 (12) Voluntary Substance Abuse Counseling & Rehabilitation

a. The City encourages employees who have a determined need to enroll in a counseling or rehabilitation program.

b. The employee shall immediately contact his or her supervisor and the City Manager to coordinate leave status and benefits.

4-03 (13) Employee Questions About This Policy
Questions about this policy may be directed to Human Resources.

4-04 TOBACCO-FREE WORKPLACE

4-04 (1) General Policy – The City of Holladay is subject to and enforces the Utah Indoor Clean Air Act and is committed to providing a safe and healthy work environment.

4-04 (2) Employee Responsibility – All employees are prohibited from use of tobacco products (including chewing tobacco, vape, and e-cigarettes) throughout the workplace, including all City buildings, vehicles, and equipment. Use of tobacco products (including chewing tobacco, vape, and e-cigarettes) is also prohibited within 25 feet of any entrance way, exit, open window, or air intake of City buildings.

4-05 VIOLENCE-FREE WORKPLACE

4-05 (1) General Policy – The City of Holladay is committed to maintaining a safe and efficient working environment where employees and the public are free from the threat of workplace violence.

4-05 (2) Employee Obligations

a. Employees are obligated not to 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 and state laws and City Code.

c. Employees must immediately report all incidents of violation of this policy to their supervisor or Department Director.

4-06 EMPLOYEE DISCIPLINE

4-06 (1) General Policy – It is the responsibility of all employees to observe rules of conduct necessary for the proper operation of City government. Administrative procedures have been established for the handling of disciplinary measures when required.

4-06 (2) Causes for Disciplinary Action – Causes for disciplinary action, up to and including termination, may include, but at not limited to the following:

a. Violation of the laws of the United States, the State of Utah, or ordinances of the City of Holladay or any other jurisdiction determined to be job-related.

i. A conviction (including a plea and abeyance or no contest) for the violation of any criminal law shall be prima facie evidence (accepted as true) in any City hearing process.

ii. Violation may also be established in any City hearing process under an administrative standard of whether the evidence shows more likely than not the violation occurred regardless of the pendency or dismissal of criminal charges.

b. Violation of the code of conduct.

c. Conduct that endangers the peace and safety of others or poses a threat to the public interest.

d. Any behavior by an employee deemed inappropriate or disruptive to the work environment that affects or may affect the ability of other employees to perform effectively.

e. Misconduct.

f. Malfeasance. (The performance of an act which is legally unjustified or conflicts with the law or City-policy).

g. Misfeasance. (The wrongful performance of a normally lawful act.)

h. Nonfeasance. (The omission of some act which ought to have been performed.)

i. Incompetence.

j. Negligence.

k. Insubordination.

l. Inadequate performance of duties.

m. Inappropriate conduct with or towards the public.

n. Unauthorized or excessive absence or tardiness.

o. Falsification or unauthorized alteration of records.

p. Violation of City or department policies.

q. Falsification of employment application.

r. Discrimination.

s. Sexual harassment or prohibited sexual conduct.

t. Retaliation.

u. Misrepresentation (making false statements or knowingly allowing false statements or false impressions to be accepted as valid in the course of the employee's job-related duties.)

v. Theft or removal of any City property, or the property of any employee from the work premises without proper authorization.

w. Gambling or engaging in a lottery on City property.

x. Inability to perform essential job duties, with or without reasonable accommodations.

y. Interference with any type of City investigation, including discussing any aspect of the investigation or the mere existence of an investigation with any other City employee.

4-06 (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 the City Manager. The following are not to be deemed a progressive disciplinary scheme or system:

a. Verbal Warning – A verbally communicated warning to an employee by a supervisor for a work performance deficiency, which is documented in the employee's personnel file.

b. Written Reprimand – A formal written notice to an employee by a supervisor for disciplinary purposes that outlines work performance deficiencies and required corrective action, and which is documented in the employee's personnel file.

c. Suspension – An employee may be suspended from work without pay for up to 30 days (240 hours) by a Department director. For any suspension of more than two days, the City shall first conduct a pre-disciplinary hearing as outlined in 4-06(4), except for appointed, at-will, and probationary employees.

d. 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 4-06(4), except if the employee is appointed, at-will, or probationary, or if the transfer is the result of a layoff or reorganization.

e. 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 4-06(4), except if

the employee is appointed, at-will, or probationary, or if the transfer is the result of a layoff or reorganization.

f. Termination – An employee may be terminated by the City Manager. The City Manager may consult with Human Resources, the City Attorney, and the employee's supervisor. The City shall first conduct a pre-disciplinary hearing as outlined in 4-06(4), except if the employee is appointed, at-will, or probationary, or if the termination is the result of a layoff or reorganization.

g. Employees whose conduct constitutes grounds for discipline may be subject to one or more of the foregoing disciplinary actions depending on the severity of the improper conduct. 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.

4-06 (4) Pre-Disciplinary Hearing – Where required by state law, when an 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 or reorganization), a pre-disciplinary hearing shall be held prior to imposing disciplinary action.

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 should 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 if termination is recommended by the Department Director, the City Manager and the employee will be notified in writing within five working days after the hearing. This written notification shall include:

i. The grounds for the 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.

v. Notice and a copy of the post-disciplinary hearing process outlined in 4-06 (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 4-06, accepts the proposed discipline, and acknowledges that the waiver also applies to the right to appeal to the Appeal Officer.

4-06 (5) Appeal Officer (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 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. Appeals shall be heard by a hearing officer.

c. Exhaustion of Internal Grievance Procedures

i. The City designates the Appeal Officer as the only internal post-disciplinary appeal procedure for terminations, suspensions without pay for more than two days (16 hours), demotions or an involuntary 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 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 Officer.

ii. An employee may request the hearing to be open to the public.

iii. The Appeal Officer determines the admissibility of evidence and its use. Further, the Appeal Officer is not bound strictly by the rules of evidence and may consider any evidence it determines relevant to the matter.

iv. The City Recorder records and takes minutes of each session, except for the Appeal Officer's deliberations.

v. The City Attorney or designee represents the City's interests.

vi. The standard of review 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 an action has the burden of demonstrating its impropriety.

vii. The Appeal 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 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.

ii. Upon reaching a decision, the Appeal Board shall issue the decision. A decision is issued when it is signed and dated by all members of the Board and certified with the City Recorder. The City Recorder shall distribute the certified decision to the employee, the City Manager, the Human Resource Director, the City Attorney, and the Department Director.

iii. If the Board does not uphold the suspension, demotion, or termination, the Board shall provide in its order:

A. 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

B. 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.

iv. Any final action or order of the Board 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 Appeals Board by filing with that court a petition for review.

4-07 EMPLOYEE GRIEVANCE PROCEDURES

4-07 (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 actions. For example, a grievance may be filed regarding such decisions or actions such as a performance evaluation, a job task reassignment, 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 Discipline policy (4-06).

4-07 (2) 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.

a. Step One – An employee wishing to grieve an incident or action must submit the grievance in writing to his/her immediate supervisor within 10 business days of the decision or action being grieved. 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 10 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 10 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 10 business days of receipt of the grievance.

c. Step Three – If the employee is not satisfied with the response of the Department Director, the employee may submit a written request to the City Manager within 10 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 10 business days of receipt of the grievance.

The decision of the City Manager is final and not appealable.

4-07 (3) 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.

4-07 (4) Documentation – Copies of all grievances and responses shall be forwarded to Human Resources for filing upon receipt of issuance.

SECTION 5 FINANCIAL POLICIES AND PROCEDURES

5-01 PURCHASING

5-01 (1) General Policy – Employees shall comply with all applicable federal and state laws and regulations, and City ordinances and resolutions regarding procurement of goods, services, and contracts. A complete copy of the City's Purchasing Policy is available on the City's website under the Municipal Code Title 2.11.

5-01 (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.

5-02 TRAVEL POLICY

5-02 (1) General Policy – All travel for City business outside of a 50-mile radius of City Hall shall be requested on a travel request form and be pre-authorized by an employee's Department Director.

a. City vehicles may be used for travel associated with City business.

b. An employee who uses his or her personal vehicle for City business will be reimbursed for mileage in accordance with the following:

i. The employee must keep a mileage log that details the reason for the trip and the number of miles driven to and from the travel destination. Mileage reimbursement requests must be signed by the employee's Department Director and submitted to the Finance Department.

ii. Mileage will be reimbursed at the rate currently authorized by the Internal Revenue Service.

c. Travel-related incidentals are not reimbursable.

d. If an employee chooses to drive or fly for travel, the City will reimburse the employee based on the least expensive option.

5-02 (2) Per Diem – Employees shall be paid per diem for City-related travel outside the 50-mile radius of City Hall in accordance with the State of Utah travel policy. Per diem for premium cities will be paid at the reimbursable rate published by the State in the out-of-state section of the travel policy. The State of Utah travel policy is located at https://rules.utah.gov/publicat/code/r025/r025-007.htm

SECTION 6 RISK MANAGEMENT

6-01 RISK MANAGEMENT PHILOSOPHY

6-01 (1) General Policy – It is the philosophy of the City of Holladay to reduce the potential for 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

6-01 (2) 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.

6-02 WORKERS' COMPENSATION

6-02 (1) Workers' Compensation Program Overview

a. Program Oversight and Administration – City employees injured during the performance of their job duties are covered by the City's workers' compensation program ("the Program"), which provides medical reimbursement and indemnity

benefits, as required by state law. Claims administration is provided by a contract workers' compensation program administrator ("the Program Administrator"). Transitional duty is coordinated by the Department Director and the City Manager.

b. Designated Medical Care Provider – The City designates a medical care provider ("Medical Provider") to care for employees with work-related injuries. Except in the case of life or limb threatening injuries, the City does not pay other medical providers or facilities for the treatment of worker's compensation injuries, even if the injury is work-related, unless the Medical Provider refers the employee and the referral is approved by Human Resources or the Program Administrator prior to the treatment.

c. Employee Discipline – Failure by an employee to follow program reporting protocol, treatment policies, transitional duty requirements, or any other law, policy, or procedure related to the program in a timely and complete manner, shall result in employee disciplinary action up to and including termination.

6-02 (2) Treating and Reporting an Injury

a. Medical Treatment – When injured, the employee shall immediately obtain necessary medical treatment from the Medical Provider. If the condition is life threatening, the employee should call 911. Life threatening conditions include conditions such as unconsciousness, uncontrolled bleeding, severe respiratory distress, major burns, spinal cord injury, shock, or poisoning. Once initial emergency medical treatment is given and the employee is physically able, the employee shall report to the Medical Provider for follow-up treatment. The employee must advise the emergency medical provider that the City will not be financially responsible for any follow-up treatment by such emergency medical provider or by providers referred by the emergency medical provider unless the follow-up treatment or referral is previously approved by the City's Medical Provider and the City Manager.

b. Reporting an Injury – As soon as practicable after the employee suspects that he or she has a work-related illness or injury, however minor, or following emergency medical treatment, the employee must report the injury to the employee's supervisor and to the City Manager. Although initial notice of the injury to the City Manager may be by telephone recording, a claim is not deemed "reported" until the appropriate injury report required is completed. The employee must follow up with the City Manager to ensure that all details of the injury are reported. If an injury is so severe as to render the employee physically incapable of following the reporting process as required, the employee's supervisor must ensure that the required reporting is completed.

6-02 (3) Return to Work; Mandatory Transitional Duty

a. Return to Full Duty Allowed by Medical Provider – Immediately following initial treatment for a work-related injury, the employee shall obtain a written return to work release ("Work Release") from the Medical Provider and shall contact the City Manager before returning to the employee's regular place of work. The employee shall return to work for regular full duty ("Full Duty") unless directed otherwise by the treating Medical Provider. An employee shall not return to the work site following a work-related injury without delivering to the City Manager a Work Release signed by the employee's Medical Provider. The employee's supervisor shall verify that the employee has contacted the City Manager before allowing the employee to return to the work site.

b. Return to Duty Not Allowed by Medical Provider – If an employee is directed by the Medical Provider to not return immediately to Full Duty, the employee shall immediately notify the employee's supervisor and the City Manager of the following:

i. that the Medical Provider has directed the employee to not return to Full Duty;

ii. the reasons for such direction and the prognosis of the injury;

iii. the expected date and time the employee will be released by the Medical Provider to Transitional Duty and ultimately Full Duty; and

iv. the work restrictions the Medical Provider has placed on the employee.

c. Secondary Employment – An employee on workers' compensation leave or transitional duty shall not engage in any secondary employment except as first authorized by the City Manager.

d. Mandatory Transitional Duty – The City has an aggressive return to work policy. Temporary modified duty ("Transitional Duty") is mandatory on the part of the employee when determined practicable by the City Manager. Transitional Duty will be made available to all injured employees who, based on Medical Provider's opinion, are unable to return to Full Duty immediately following an injury. An injured employee shall be required to return to Transitional Duty immediately upon release to do so by the Medical Provider. The following are the responsibility of the injured employee:

i. to notify any and all medical providers or specialists who provide treatment for the work-related injury that Transitional Duty for the employee is available and mandatory;

ii. to provide a complete and accurate description of the employee's job description and regular work tasks to the medical provider or specialist to enable such provider or specialist to determine whether the employee will return to Full Duty or to Transitional Duty; and

iii. to ensure that if return to Full Duty immediately following the work-related injury is not approved by the Medical Provider, that written work restrictions ("Work Restrictions") are prepared by the Medical Provider in consultation with the employee and the City, and that such restrictions are provided to the City Manager.

e. Employee to Report to City Manager with Work Release and Written Work Restrictions – Upon release to work by the Medical Provider for either Transitional Duty or Full Duty, the employee shall immediately report to the City Manager with a work release and any work restrictions from the Medical Provider. The employee shall not return to the work site prior to contacting the City Manager. The employee's supervisor shall verify that the employee has reported to the City Manager, shall confirm any Work Restrictions placed on the employee, and shall review any work restrictions with the employee before allowing the employee to return to the work site.

f. Transitional Duty Assignments – In consultation with the employee's department director and other department directors, the City Manager shall determine the employee's mandatory Transitional Duty until the employee is released to Full Duty, in writing, by the Medical Provider.

6-02 (4) Workers' Compensation Wage Replacement ("Indemnity Benefits")

a. Wage Replacement Amount (Indemnity Benefit) – If a workers' compensation injury or illness causes total temporary disability (i.e. the employee cannot perform ANY work tasks for the City) as determined by the Medical Provider and confirmed by the City Manager, the employee receives weekly wage replacement ("Indemnity Benefits") equal to 66 2/3 percent of the employee's weekly wages at the time of the injury, up to a maximum of the state weekly average, adjusted for eligible dependents. The Indemnity Benefit continues until the employee is released by the Medical Provider to Transitional or Full Duty.

b. First Three Calendar Days After Injury Not Compensated – An injured employee does not receive Indemnity Benefits for the first three days after the injury occurs, unless the period of total temporary disability lasts more than 14 days.

c. Supplement to Indemnity Benefit – Employees may receive supplemental Indemnity Benefits on a taxable basis up to 100% of employee's regular wages where an employee has accrued sick leave, compensatory time, and/or vacation leave. No employee may receive more than the equivalent of 100% of his or her regular wages, adjusted for taxes and deductions. Any Supplemental Indemnity Benefit must be surrendered to the City in order to receive a regular paycheck. The employee will be provided a regular pay check for the employee's full salary by the City consistent with this paragraph.

d. Transitional Duty Wages and Benefits – Employees who return to work in a Transitional Duty capacity receive 100% of their normal wages and benefits.

6-02 (5) Failure to Follow Applicable Law, Policies and Procedures

a. Questions Concerning Program Requirements - Employees are strongly encouraged to contact Human Resources if questions should arise regarding the reporting, treatment, or processing of workers' compensation claims. Additional details pertaining to the City's program may be obtained by contacting Human Resources.

b. Loss of Benefits – Failure by an employee to follow procedures for reporting and processing workers' compensation claims as required by State law and the Utah Labor commission may result in the denial of a claim and/or in the loss of benefits by the employee.

SECTION 7 VEHICLE USE

7-01 VEHICLE USE

7-01 (1) 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.

7-01 (2) Verification of Driver's License Status – The City will ensure that the driver's license status of all employees required to drive as part of their job description is reviewed monthly by the Insurer.

7-01 (3) 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.

7-01 (4) 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.

7-01 (5) 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.

7-01 (6) 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 duty shift.

7-02 DRIVER/OPERATOR DUTIES AND RESPONSIBILITIES

7-02 (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.

7-02 (2) Cleanliness – Drivers shall maintain a high degree of cleanliness of both the interior and exterior of assigned vehicles.

7-02 (3) Mileage – Each time a City vehicle is refueled using a gas card, the driver/operator will accurately enter odometer/hour meter readings.

7-02 (4) Pool Vehicle Inspection Checklist – Each City employee using a pool City vehicle must complete a written vehicle inspection checklist. This checklist shows that the vehicle appears to be in good condition and is safe to drive. On the inspection checklist, the employee shall note any defects, deficiencies, problems, exterior damage, etc. If a problem makes the vehicle unsafe or risk mechanical damage, the employee will report the vehicle to the supervisor.

7-02 (5) Compliance with Laws – City employees shall drive and park in accordance with all state and local laws. Any citation received shall be the responsibility of the driver.

7-02 (6) Revoked License Notification – City employees who are authorized to use a City vehicle shall immediately report to the City Manager if his or her driver's license is revoked or suspended.

7-02 (7) Cell Phone Use – City employees shall not use a cell phone for any purpose while operating a City vehicle, unless engaged in a "hands-free" mode.

7-02 (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.

7-02 (9) Locking Vehicles – Unattended City vehicles shall be locked at all times.

7-02 (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.

7-02 (11) Supervisor Responsibility – Supervisors will know the condition of the vehicles under their direct responsibility. Supervisors will 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.

7-03 USE OF PERSONAL VEHICLES FOR CITY BUSINESS

7-03 (1) When using a personal vehicle for City business, all relevant City policies and ordinances apply, such as training, idling, accident reporting, and compliance with legal requirements.

7-03 (2) Mileage reimbursement is available at the current IRS rate for authorized personal vehicle use, upon submission of the appropriate form.

7-03 (3) Employees and volunteers using personal vehicles for City business are subject to post-accident and reasonable suspicion drug testing.

7-04 GENERAL LIABILITY PROVISIONS

7-04 (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 on worker's compensation claims.

7-04 (2) Vehicle Allowance for Vehicles Operated on City Business

a. The City is responsible for the first- and third-party claims of a personal vehicle being operated on City business by City employees receiving a vehicle allowance.

b. Any injury to City employees and volunteers will be handled as a worker's compensation claim.

7-04 (3) Personal Vehicles

a. Personal vehicles shall be insured by the owner.

i. 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, first party, and third- party claims.

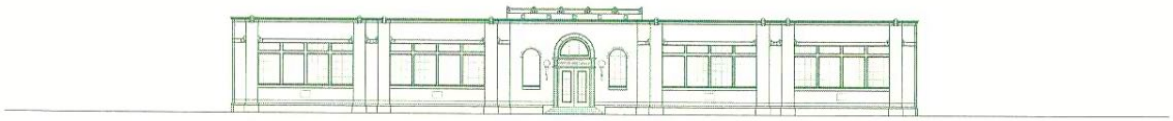
c. Incidental Use of Personal Vehicle for City Business Without City Mileage Reimbursement

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.

7-04 (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.

7-04 (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."



City of Holladay
CITY COUNCIL

CITY OF HOLLADAY COUNCIL SUMMARY REPORT

MEETING DATE: October 3, 2024
SUBJECT: Updated Utility Agreement between URC and RMP
SUBMITTED BY: Holly Smith, Assistant City Manager

SUMMARY: Two bills passed during the 2024 legislative session that modify the Utah Renewable Communities (aka, Community Renewable Energy Agency) enabling statute. This required the URC to update its Utility Agreement with Rocky Mountain Power, and each URC participating community was asked to approve and sign the updated version. The agreement updates are minor, as outlined below.

- Updated the word "renewable" to "clean", per House Bill 241 Clean Energy Amendments.
- Added Midvale to the list of participating communities.
- Updated names for Kearns and Emigration Canyon from Township to City.
- Updated Utah Code references to requirements to become a Participating Community and removes references to 2019 resolution requirement, per Senate Bill 214 Community Renewable Energy Amendments.
- Adds a provision (Section 15.09 in the updated Utility Agreement) to reduce the administrative burden if additional communities join the URC.

RECOMMENDATION: Approval of the resolution authorizing the signature of the updated Utility agreement.

ATTACHMENTS: Updated Utility Agreement

CITY OF HOLLADAY

RESOLUTION NO. 2024 -32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING AN AMENDED INTERLOCAL COOPERATION AGREEMENT AMONG PUBLIC ENTITIES REGARDING THE COMMUNITY RENEWABLE ENERGY PROGRAM

WHEREAS, the City Council of the City of Holladay ("*Council*"), in 2021, entered into that certain interlocal agreement relating to the Community Renewable Energy Program; and

WHEREAS, in 2024, the Utah State Legislature adopted certain state law changes that requires modification to the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program; and

WHEREAS, the Amended Interlocal Agreement has been presented to the Council for review and approval; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City's residents to so act;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOLLADAY AS FOLLOWS;

Section 1. Approval. The Amended Interlocal Agreement for the Community Renewable Energy Program, attached hereto as Exhibit A and incorporated herein by reference is hereby approved by the City. The Mayor is authorized to execute the Agreement for and in behalf of the City.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 4. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

PASSED AND APPROVED this ___ day of October, 2024.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

UTILITY AGREEMENT

between

ROCKY MOUNTAIN POWER

and

COMMUNITY RENEWABLE ENERGY AGENCY, TOWN OF ALTA, TOWN OF CASTLE VALLEY, COALVILLE CITY, CITY OF COTTONWOOD HEIGHTS, EMIGRATION CANYON CITY, FRANCIS CITY, GRAND COUNTY, CITY OF HOLLADAY, CITY OF KEARNS, MILLCREEK, CITY OF MOAB, OAKLEY CITY, OGDEN CITY, PARK CITY, SALT LAKE CITY, SALT LAKE COUNTY, SUMMIT COUNTY, TOWN OF SPRINGDALE, AND MIDVALE

Table of Appendices:

UTILITY AGREEMENT

This UTILITY AGREEMENT (this "Agreement"), entered into this ____ day of _____, 20____ ("Execution Date"), is entered into between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (the "Company"), the Community Renewable Energy Agency, an agency formed pursuant to the Interlocal Cooperation Act (the "Agency"), and each of the towns, municipalities, and counties listed in Appendix A hereto (individually, a "Community" and collectively the "Communities") (each party hereto sometimes referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, in 2019, the Utah State Legislature enacted House Bill 411, codified at Utah Code §§ 54-17-901 to -909 ("Act"), titled the "Community Renewable Energy Act"; and

WHEREAS, in 2024, the Utah State Legislature enacted House Bill 241 and Senate Bill 214 which, collectively, renamed the Act the "Community Clean Energy Act" and amended certain provisions of the Act; and

WHEREAS, the Act authorizes the Public Service Commission of Utah to establish a program whereby qualifying communities may cooperate with qualified utilities to provide electric energy for participating customers from clean energy resources; and

WHEREAS, the Act further authorizes the Commission to adopt administrative rules to implement the Act and the Commission has adopted such rules as set forth in Utah Administrative Code R746-314-101 through -402 ("Rules"); and

WHEREAS, Company is a "qualified utility" as defined in Utah Code § 54-17-801;

WHEREAS, the Rules require that a customer of a qualified utility may be served by the Program if, in addition to the requirements of the Act, the Community in which the customer resides also adopts an agreement with other eligible Communities to establish a decision-making process for Program design, resource solicitation, resource acquisition, and other Program issues and provides a means of ensuring that eligible Communities and those that become participating Communities will be able to reach a single joint decision on any necessary Program issues. On March 31, 2021 and thereafter, the Communities entered into such an agreement, entitled the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program ("Governance Agreement"), through which each Community is a member of the Agency, authorized under the Governance Agreement to make certain joint decisions on behalf of Communities that participate in the Program; and

WHEREAS, the Act provides that a customer of a qualified utility may be served by the Program if the community in which the customer resides satisfies certain requirements, including entering into an agreement with a qualified utility as required by Utah Code § 54-17-903(2)(a); adopting a local ordinance as required by Utah Code § 54-17-903(2)(b); and complying with any other terms or conditions required by the Commission; and

WHEREAS, the Parties enter into this Agreement to satisfy the requirements of Utah Code § 54-17-903(2)(a) and to address various issues related to the Program.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, Company, Agency, and each Community hereby agree to the following terms and conditions:

SECTION 1
DEFINITIONS

1.1 Definitions. Whenever used herein, the following terms shall have the respective meanings set forth below, unless a different meaning is plainly required by the context, and when the defined meaning is intended, the term is capitalized:

"Act" means Utah Code Ann. §§ 54-17-901 to -909, and as amended.

"Agency" has the meaning set forth in the opening paragraph of this Agreement.

"Application" means the application to be filed by the Company with the Commission seeking approval of the Program, as contemplated by Utah Code § 54-17-904(1).

"Annexed Customer" means a retail electric customer of Company with an electric service address located within an area annexed into a Participating Community after the Implementation Date, beginning on the date that such person becomes an Eligible Customer.

"Business Day" means every day other than a Saturday, Sunday or day which is a legal holiday in Utah on which banks are not generally open for business.

"Cancelation Date" means the last day of the applicable Cancelation Period.

"Cancelation Period" means the period during which a Participating Customer may opt-out of the Program without incurring a Termination Fee. The Cancelation Period shall be:

(a) for Participating Customers that were Eligible Customers on the Implementation Date, the three billing cycles immediately following the applicable Commencement Date; or

(b) for Participating Customers that were not Eligible Customers on the Implementation Date, but became Eligible Customers after the Implementation Date, the later of (i) the period specified in (a), above, or (ii) the 60-day period immediately following the applicable Commencement Date for such customer.

"Commencement Date" means the date on which an Eligible Customer becomes a Participating Customer and begins paying Program Rates. For each Participating Customer, the Commencement Date shall be:

(a) for Participating Customers that were Eligible Customers on the Implementation Date, the first day following the last day of the Implementation Period; or

(b) for Participating Customers that were not Eligible Customers on the Implementation Date, but became Eligible Customers after the Implementation Date, the date the First Opt-out Notice is sent to such customer.

"Commission" means the Public Service Commission of Utah created in Utah Code § 54-1-1.

"Commission Approval" has the meaning set forth in Section 2.5 of this Agreement.

"Communication" has the meaning provided in Section 12 of this Agreement.

"Community" has the meaning set out in the opening paragraph of this Agreement.

"County" means the unincorporated area of a county of the State of Utah.

"Division" means the Division of Public Utilities created in Utah Code § 54-4a-1.

"Eligible Customer" means a Person that is (a) a customer of the Company receiving retail electric service at a location within the boundary of a Participating Community, and (b) identified by the Company with a Tax Identifier associated with a Participating Community, but excluding any residential customer as specified in Utah Code §54-17-905(5) that is then receiving net metering service from the Company under the Company's Utah electric service Schedule 135. A Person that is not an Eligible Customer as of the Implementation Date may become an Eligible Customer after the Implementation Date by becoming either a New Customer or an Annexed Customer.

"Exit Notice" means a notice provided to the Company by an Exiting Customer that indicates the Exiting Customer no longer wishes to participate in the Program, and that also includes the Exiting Customer's name, account number, service address, and the telephone number associated with the account.

"Exiting Customer" means a Participating Customer that elects to terminate its participation in the Program after the Cancelation Date applicable to that Participating Customer.

"First Opt-out Notice," means the first notice to be provided by the Company to an Eligible Customer, a New Customer, or an Annexed Customer pursuant to Utah Admin. Code Section R746-314-301;

"Governance Agreement" has the meaning set forth in the recitals to this Agreement.

"Governmental Authority" means any federal, state or other political subdivision thereof, having jurisdiction over the Parties, including any municipality, township or county, and any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any corporation or other Person owned or controlled by any of the foregoing; provided that the Communities and the Agency shall be deemed not to be a "Governmental Authority" for purposes of this Agreement.

"Implementation Date" means the date following the Ordinance Deadline on which the First Opt-out Notice is sent by Company to any Eligible Customer.

"Implementation Period" means the 60-day period beginning on the Implementation Date.

"Municipality" means a city or a town as defined in Utah Code § 10-1-104.

"New Customer" means a Person other than an Annexed Customer that becomes an Eligible Customer within a Participating Community after the Implementation Date.

"Office" means the Office of Consumer Services created in Utah Code § 54-10a-101

"Opt-out Notice" means either the First Opt-out Notice or the Second Opt-out Notice, as well as any in-person visits required by Utah Code § 54-17-905(1)(c).

"Ordinance" means an ordinance adopted by a Community that (a) establishes the Community's participation in the Program, and (b) is consistent with the terms of this Agreement, each as required by Utah Code § 54-17-903(2)(b) in order for a Community to become a Participating Community.

"Ordinance Deadline" means the date that is either ninety (90) days after the date of Commission Approval, or if such date falls on a day that is not a Business Day, then the next Business Day, which date represents the date by which each Community must adopt the Ordinance, as required by Utah Code § 54-17-903(3).

"Participating Community" means a Community that is a Municipality or a County in Utah and that:

(a) is a Party to this Agreement
(b) has residents that are Participating Customers;
(c) has adopted an Ordinance that is in full force and effect; and
(d) otherwise meets the requirements of Utah Code § 54-17-903.

"Participating Customer" means a Person that is a customer of the Company that:

(a) takes electrical service from the Company at an address located within the boundary of a Participating Community;
(b) has not exercised the right to opt out of participation in the Program prior to the Commencement Date; and
(c) has not become an Exiting Customer.

"Person" means an individual or any other legal entity.

"Program" means the program to be implemented by Company as described in the Application, pursuant to the Act and as approved by the Commission.

"Program Rates" means the rates and fees charged to Participating Customers and Exiting Customers (a) intended to recover all costs and expenses incurred by the Company to implement and operate the Program in accordance with Utah Code § 54-17-904(4); and (b) intended to be

utilized to help manage unanticipated Program costs and expenses, or to help offset the impacts of customers exiting the program.

"Qualified Utility" means the Company.

"Replaced Asset" means an existing thermal energy resource that (a) was built or acquired, in whole or in part, by the Company prior to the date of Commission Approval for the purpose of serving the Company's customers, including customers within a Participating Community; and (b) is deemed to no longer serve Participating Customers.

"Requirements of Law" means any applicable federal, state and local law, statute, regulation, rule, action, order, code or ordinance enacted, adopted, issued or promulgated by any Governmental Authority (including those pertaining to electrical, building, zoning, environmental and wildlife protection, and occupational safety and health); provided that Requirements of Law shall exclude any law, statute, regulation, rule, action, order code or ordinance issued by the Communities or the Agency to the extent not in conformity with the Program, Act, Rules, or this Agreement.

"Second Opt-out Notice," means the second notice to be provided by the Company to an Eligible Customer, a New Customer, or an Annexed Customer pursuant to Utah Admin. Code Section R746-314-302.

"Tax Identifier" means an identifier used by the Company to designate meters and accounts that are associated with specific municipal or county taxing districts.

"Termination Fee" means the fee, if any, to be assessed on and charged to an Exiting Customer pursuant to the terms of the Program and in accordance with Utah Code § 54-17-905(3)(c) and Utah Admin. Code Section R746-314-306.

1.2 Rules of Interpretation; General. As of the Execution Date, and unless otherwise required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) references to "Sections" or "Appendices" are to sections of or appendices to this Agreement; (c) "herein," "hereof" and "hereunder" refer to this Agreement as a whole; (d) the masculine includes the feminine and neuter and vice versa; (e) "including," "includes," and "included" mean "including, without limitation" or "including, but not limited to"; (f) the word "or" is not necessarily exclusive; (g) reference to "days," "months" and "years" means calendar days, months and years, respectively, unless expressly stated otherwise in this Agreement; and (h) any notices or other items required to be delivered on a "day" that is not a Business Day shall be required to be delivered on the next Business Day.

1.3 Terms Not to be Construed for or Against Either Party. Each term in this Agreement must be construed according to its fair meaning and not strictly for or against either Party. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no

presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

1.4 Headings. The headings used for the sections of this Agreement are for convenience and reference purposes only and in no way affect the meaning or interpretation of the provisions of this Agreement.

SECTION 2
TERM; CONDITIONS PRECEDENT

2.1 Effective Date—Communities. This Agreement shall be effective as between Company and each individual Community on the date that (a) the Agreement has been executed and delivered by both the Company and such Community, (b) Commission Approval has been obtained, and (c) such Community has enacted the Ordinance by the Ordinance Deadline (the "Community Effective Date"). If any Community declines or fails to enact an Ordinance by the Ordinance Deadline, this Agreement shall be terminated with respect to that Community, and neither the Company nor that Community shall have or owe any rights or obligations to each other with respect to this Agreement as of the Ordinance Deadline.

2.2 Effective Date—Agency. This Agreement shall be effective as between the Company and the Agency when (a) it has been executed and delivered by both the Company, at least two (2) Communities, and the Agency, and (b) Commission Approval has been obtained (the "Agency Effective Date"). If no Community enacts an Ordinance by the Ordinance Deadline, the Agreement shall be terminated in its entirety, and neither the Company nor the Agency nor any Community shall have or owe any rights or obligations to each other with respect to this Agreement as of the Ordinance Deadline.

2.3 Obligations Prior to Effective Date. Notwithstanding the provisions in Sections 2.1 and 2.2, prior to the Community Effective Date and the Agency Effective Date, those rights and obligations hereunder expressly arising upon the Execution Date (including Sections 1.2 and the defined terms in Section 1.1) shall be effective as of the Execution Date, and Appendix B and Appendix C shall be effective as of the dates set forth in those agreements.

2.4 Term. Unless earlier terminated as provided for herein, this Agreement shall remain in effect so long as the Program is in effect and the Communities have residents who are Eligible Customers or Participating Customers (the "Term").

2.5 Commission Approval or Denial. Commission Approval shall be deemed to have been granted as of the date of a Commission order approving the Application. Commission Approval shall be deemed to have been denied as of the date that the Commission issues an order declining to establish a Program as described in the Application, or an order requiring material modifications to the Program as described in the Application that are not acceptable to Company or Agency, each in its sole discretion.

2.6 Termination in Event of Commission Denial. If Commission Approval is denied pursuant to Section 2.5, the Agreement will terminate with respect to all Parties and all future

obligations of the Parties under this Agreement (other than the provisions which by their terms are intended to survive the termination of this Agreement) shall be terminated without further liability of any Party. Under no circumstances shall any Party have any liability to any other Party due to a denial of Commission Approval.

2.7 Community Participation Through Agency. Company shall implement only a single Program, and the Communities shall participate in the Program through the Agency. The Agency shall represent the Communities in all communications with Company pertaining to this Agreement and the Program, including, without limitation, any necessary communications relating to Program design and implementation, and solicitation and acquisition of clean energy resources for the Program. Notwithstanding the forgoing, or anything else in this Agreement to the contrary, the Communities shall be individually responsible for the obligations imposed pursuant to Section 5.2 and Utah Code § 54-17-905(6)(a), and the Agency shall have no financial obligations on behalf of any Community except those identified in Appendix B and Appendix C hereto.

SECTION 3

[RESERVED]

SECTION 4
STIPULATION OF PAYMENT FOR THIRD-PARTY EXPERTISE

4.1 Stipulation of Payment for Third-Party Expertise. On July 25, 2022, the Agency (acting on behalf of the Communities) and the Company entered into the Agreement for Payment of Third-Party Expertise to address payment by the Communities to the Company for third-party expertise contracted for by the Division of Public Utilities and the Office of Consumer Services as required by Utah Code § 54-17-903(2)(a)(i)(A). A true and correct copy of the Agreement for Payment of Third-Party Expertise is attached hereto as Appendix B. Also on July 25, 2022, each of the Company, the Agency, the Division of Public Utilities, and the Office of Consumer Services entered into a Memorandum of Understanding to facilitate the payments contemplated in the Agreement for Payment of Third-Party Expertise. A true and correct copy of the Memorandum of Understanding is attached hereto as Appendix C. The Parties reiterate and reaffirm their respective covenants and obligations set forth in the Agreement for Payment of Third-Party Expertise and the Memorandum of Understanding. Payments made to the Company pursuant to the Agreement for Payment of Third-Party Expertise shall be facilitated by the Agency consistent with and pursuant to the terms of this Agreement. The Parties further agree that the Agreement for Payment of Third-Party Expertise, the Memorandum of Understanding, and this Section 4.1 satisfy the Parties' respective obligations under Utah Code § 54-17-903(2)(a)(i)(A).

SECTION 5
STIPULATION OF PAYMENT FOR CUSTOMER OPT-OUT NOTICES

5.1 Notices. The Company will provide, in a form approved by the Commission, the Opt-out Notices to Eligible Customers, New Customers, and Annexed Customers at the times and in the form required by Requirements of Law and the Commission.

5.2 Stipulation of Payment for Opt-out Notices as of Implementation Date. The actual costs incurred by the Company in providing the Opt-out Notices (including any in person visits, as required by Utah Code § 54-17-905(1)(c)) to Eligible Customers within the Participating Communities as of the Implementation Date shall be paid by the Participating Community in which each such Eligible Customer is located. Each Participating Community shall pay to the Company its actual cost of providing these Opt-out Notices, as set forth herein:

The Company shall within one hundred eighty (180) days of the Implementation Date send one or more invoices to each Participating Community for the actual costs of providing Opt-out Notices to the Eligible Customers as of the Implementation Date in each such Participating Community. Each invoice shall identify actual cost of providing the Opt-out Notices and in person visits, as required by Utah Code § 54-17-903, to Company's Eligible Customers in the Participating Community, the total number of Eligible Customers to which the Opt-out Notices were provided within the Participating Community, and the Company's average cost per Opt-out Notice. The Company shall send a copy of each such invoice to the Agency. Within thirty (30) days of its receipt of any such invoice, each Participating Community shall provide payment to the Company for the amount of any invoiced costs it does not dispute and a written response identifying any costs in dispute.

5.3 Dispute Resolution. Disputes regarding the amount of invoices from the Company outlined in Section 5.2 will be resolved pursuant to Section 14.

SECTION 6

[RESERVED]

SECTION 7
TERMINATION FEES

7.1 Unpaid Termination Fees. Any Termination Fees that remain unpaid to Company upon dissolution of the Program and/or termination of this Agreement shall not be the obligation of Company, but shall be paid to Company as provided by the Commission and the Program. The Parties agree that this Section 7.1 satisfies the obligations of Utah Code § 54-17-903(2)(a)(ii).

SECTION 8

[RESERVED]

SECTION 9
REPLACED ASSET

9.1 No Initially Proposed Replaced Asset. As of the Execution Date of this Agreement, the Communities do not identify any initially proposed Replaced Asset, as that term is defined herein and in Utah Code § 54-17-902(15). The Parties agree that this Section 9.1 satisfies the obligations of Utah Code § 54-17-903(2)(a)(iii).

SECTION 10
REPRESENTATIONS AND WARRANTIES; DEFAULTS AND REMEDIES

10.1 Representations and Warranties of Agency. The Agency represents and warrants that as of the Execution Date, and throughout the Term:

(a) The Governance Agreement is in full force and effect;

(b) It is duly formed and validly existing pursuant to the Governance Agreement and in conformance with the Interlocal Cooperation Act, Utah Code Section 11-13-101 through 11-13-608, for the purpose of taking joint or cooperative action pursuant to Utah Code Section 11-13-202(1)(a);

(c) It has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with the terms hereof, and has funds sufficient to meet its reasonably anticipated financial obligations under this Agreement;

(d) It has authority to make decisions regarding aspects of Program administration consistent with the Governance Agreement and that each of the Communities has agreed to be bound by such decisions, provided, however, that any amendment of this Agreement (which shall not include the addition of a Joinder Agreement signed by an additional community pursuant to Section 15.9 hereto) shall be made only in writing executed by each of the Parties hereto. For the avoidance of doubt, the Agency does not have authority to bind the Communities on matters outside the scope of the authority granted to the Agency in the Governance Agreement;

(e) The execution and delivery of this Agreement by Agency and the performance of its obligations in this Agreement does not and will not contravene or result in a violation or breach of or default under any provision of its organizational documents, the Governance Agreement, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which its assets are bound, or any Requirements of Law applicable to it; and

(f) This Agreement is its valid and legally binding obligation, enforceable against Agency in accordance with the terms of this Agreement, except as enforceability may be limited by Utah law and applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

10.2 Representations and Warranties of Communities. Each Community represents and warrants that as of the Execution Date and throughout the Term:

(a) It is a party to the Governance Agreement, and the Governance Agreement is in full force and effect;

(b) It is a Municipality or County duly formed and validly existing pursuant to and in conformance with the laws of the State of Utah;

(c) It has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with the terms hereof, and has taken all actions necessary to appropriate funds sufficient to meet its reasonably anticipated financial obligations under this Agreement; provided, however, that, to the extent not already appropriated, all financial commitments by the Communities shall be subject to the appropriation of funds approved by the legislative bodies of each Community, as applicable, and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution;

(d) It has authorized the Agency to make decisions regarding aspects of Program administration consistent with the Governance Agreement and that such decisions by the Agency bind the Community in connection with this Agreement, provided, however, that any amendment of this Agreement (which shall not include the addition of a Joinder Agreement signed by an additional community pursuant to Section 15.9 hereto) shall be made only in writing executed by each of the Parties hereto. For the avoidance of doubt, the Agency has authority to bind the Community only (1) on decisions within the scope of the authority granted to the Agency in the Governance Agreement, and (2) for so long as the Community remains a member of the Agency;

(e) The execution and delivery of this Agreement by it, and the performance of its obligations in this Agreement does not and will not contravene or result in a violation or breach of or default under any provision of its organizational documents, the Governance Agreement, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which its assets are bound, or any Requirements of Law applicable to it; and

(f) This Agreement is its valid and legally binding obligation, enforceable against it in accordance with the terms of this Agreement, except as enforceability may be limited by Utah law and applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

10.3 Representations and Warranties of Company. Company represents and warrants that as of the Execution Date and throughout the Term:

(a) It is duly incorporated, validly existing and in good standing under the laws of the State of its incorporation. It is duly qualified or licensed to do business and is in good standing in all jurisdictions in which the execution and delivery of this Agreement and performance of its obligations under this Agreement makes qualification necessary, except where the failure to be so qualified, licensed or in good standing would not reasonably be expected to materially and adversely affect its ability to perform its obligations under this Agreement.

(b) It has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with the terms hereof.

(c) It has taken all corporate actions required to be taken by it to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

(d) The execution and delivery of this Agreement and the performance of its obligations in this Agreement does not and will not contravene or result in a violation or breach of or default under any provision of its organizational documents, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which its assets are bound, or any Requirement of Law applicable to it.

(e) This Agreement is its valid and legally binding obligation, enforceable against Company in accordance with the terms of this Agreement, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

10.4 Defaults. An event of default ("Event of Default") shall occur with respect to a Party (the "Defaulting Party") upon the occurrence of any of the following events and the expiration of any applicable cure period provided for below:

(a) The Defaulting Party fails to make a payment when due under this Agreement and such failure is not cured within ten (10) Business Days after the other Party gives notice to the Defaulting Party of such non-performance.

(b) The Defaulting Party breaches one of its representations or warranties in this Agreement (other than those representations or warranties identified in Section 10.4(c) or Section 10.4(d)) and such breach is not cured within thirty (30) days after the other Party gives the Defaulting Party notice of such breach; provided, however, that if such breach is not reasonably capable of being cured within the thirty (30) day cure period but is reasonably capable of being cured within ninety (90) days, then the Defaulting Party will have an additional reasonable period of time to cure the breach, not to exceed ninety (90) days following the date of such notice of breach, provided that the Defaulting Party provides to the other Party a remediation plan within fifteen (15) days following the date of such notice of breach and the Defaulting Party promptly commences and diligently pursues the remediation plan.

(c) The Agency breaches its representations or warranties in Section 10.1(a) or Section 10.1(b).

(d) A Community breaches its representations or warranties in Section 10.2(a), Section 10.2(b) or Section 10.2(d).

(e) The Company breaches its representations or warranties in Section 10.3(a) or Section 10.3(b).

(f) The Defaulting Party fails to perform any material obligation in this Agreement for which an exclusive remedy is not provided in this Agreement and which is not otherwise an identified Event of Default in this Agreement, and such non-performance is not cured within thirty (30) days after the other Party gives the Defaulting Party notice of such non-performance; provided, however, that if such non-performance is not reasonably capable of being cured within the thirty (30) day cure period but is reasonably capable of being cured within ninety (90) days, then the Defaulting Party will have an additional reasonable period of time to cure such non-performance, not to exceed ninety (90) days following the date of such notice of non-performance, provided that the Defaulting Party provides to the other Party a remediation plan within fifteen (15) days following the date of such notice of non-performance and the Defaulting Party promptly commences and diligently pursues such remediation plan.

10.5 Termination and Remedies. Except as limited by Section 2.5 of this Agreement, and except where a remedy is expressly described herein as a Party's sole or exclusive remedy, from the occurrence and during the continuance of an Event of Default, the non-Defaulting Party will be entitled to all remedies available at law or in equity, and may terminate this Agreement as to the Defaulting Party by written notice delivered to the Defaulting Party designating the date of termination no less than fifteen (15) days before such termination date. The notice required under this Section 10.5 may be provided in the notice of non-performance delivered pursuant to Section 10.4(b) or Section 10.4(f) (and does not have to be a separate notice), provided it complies with the terms of this Section 10.5.

10.6 Duty/Right to Mitigate. Each Party agrees that it has a duty to mitigate damages and may use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's non-performance of its obligations under this Agreement.

10.7 Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NO PARTY WILL BE LIABLE TO ANY OTHER PARTY FOR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLOWED OR PROVIDED BY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE.**

SECTION 11
FORCE MAJEURE

11.1 Definition of Force Majeure. "Force Majeure" or an "event of Force Majeure" means an event or circumstance that prevents a Party (the "Affected Party") from performing, in whole or in part, an obligation under this Agreement and that: (a) is not reasonably anticipated by the Affected Party as of the Execution Date; (b) is not within the reasonable control of the Affected Party or its Affiliates; (c) is not the result of the negligence or fault or the failure to act by the Affected Party or its Affiliates; and (d) could not be overcome or its effects mitigated by the use

of due diligence by the Affected Party or its Affiliates. Force Majeure includes the following types of events and circumstances (but only to the extent that such events or circumstances satisfy the requirements in the preceding sentence): tornado, hurricane, tsunami, flood, earthquake and other acts of God; fire; explosion; invasion, acts of terrorism, war (declared or undeclared) or other armed conflict (except as excluded below); riot, revolution, insurrection or similar civil disturbance; global pandemic (except as excluded below); sabotage; strikes, walkouts, lock-outs, work stoppages, or other labor disputes; and action or restraint by Governmental Authority (except as excluded below); provided that the Affected Party has not applied for or assisted in the application for, and has opposed to the extent reasonable, such action or restraint. Notwithstanding the foregoing, none of the following shall constitute Force Majeure: (i) economic hardship, including lack of money or the increased cost of electricity, steel, labor, or transportation; (ii) the imposition upon a Party of costs or taxes; and (iii) the occurrence after the Execution Date, of an enactment, promulgation, modification or repeal of one or more Requirements of Law, including regulations or national defense requirements that affects the cost or ability of either Party to perform under this Agreement.

11.2 Suspension of Performance. Neither Party will be liable for any delay in or failure to perform its obligations under this Agreement, nor will any such delay or failure become an Event of Default, to the extent such delay or failure is substantially caused by Force Majeure, provided that the Affected Party: (a) provides prompt (and, in any event, not more than ten (10) days') notice following knowledge of the impact of such event of Force Majeure to the other Party, describing the particulars of the event of Force Majeure and giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement; (b) exercises all reasonable efforts to continue to perform its obligations under this Agreement; (c) uses commercially reasonable efforts to mitigate the impact of such event of Force Majeure so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the event of Force Majeure; (d) exercises all reasonable efforts to mitigate or limit damages to the other Party resulting from the event of Force Majeure; and (e) provides prompt notice to the other Party of the cessation of the event of Force Majeure.

11.3 Force Majeure Does Not Affect Other Obligations. No obligations of either Party that arose before an event of Force Majeure or after an event of Force Majeure that were unaffected by such event of Force Majeure shall be excused by such event of Force Majeure.

11.4 Strikes. Notwithstanding any other provision of this Agreement to the contrary, neither Party will be required to settle any strike, walkout, lockout, work stoppage or other labor dispute on terms which, in the sole judgment of the Party involved in the strike, walkout, lockout or other labor dispute, are contrary to its best interests.

11.5 Right to Terminate. If an event of Force Majeure prevents an Affected Party from substantially performing its obligations under this Agreement for a period exceeding one hundred eighty (180) consecutive days (despite the Affected Party's diligent efforts to remedy its inability to perform), then the other Party may terminate this Agreement by giving ten (10) days prior notice to the Affected Party; provided, however, that the effectiveness of any such termination notice shall be conditioned on review and approval by the Commission. Upon such termination, neither Party will have any liability to the other Party with respect to the period following the effective

date of such termination; provided, however, that this Agreement will remain in effect to the extent necessary to facilitate the settlement of all liabilities and obligations arising under this Agreement before the effective date of such termination.

SECTION 12
COMMUNICATIONS AND NOTICE

12.1 Addresses and Delivery Methods. All notices (other than Opt-out Notices), requests, demands, submittals, waivers and other communications required or permitted to be given by one Party to another Party under this Agreement (each, a "Communication") shall, unless expressly specified otherwise, be in writing and shall be addressed, except as otherwise stated herein, to the addressees and addresses set out in Appendix D, as the same may be modified from time to time by Communication from the respective Party to the other Parties. All other Communications required by this Agreement shall be sent by regular first class U.S. mail, registered or certified U.S. mail (postage paid return receipt requested), overnight courier delivery, or electronic mail. Such Communications will be deemed effective and given upon receipt by the addressee, except that Communications transmitted by electronic mail shall be deemed effective and given on the day (if a Business Day and, if not, on the next following Business Day) on which it is transmitted if transmitted before 17:00 Prevailing Mountain Time, and if transmitted after that time, on the following Business Day, provided that Communications transmitted by electronic mail must be confirmed as received by the recipient or followed up by Communications by other means as provided for in this Section to be effective. If any Communication sent by regular first class U.S. mail, registered or certified U.S. mail postage paid return receipt requested, or overnight courier delivery is tendered to an addressee set out in Appendix D, as the same may be modified from time to time by Communication from the respective Party to the other Party, and the delivery thereof is refused by such addressee, then such Communication shall be deemed given and effective upon such tender. In addition, Communication of termination of this Agreement under Section 10.5 must contain the information required by Section 10.5 and, where Company is the Defaulting Party, must be sent to the attention of the then-current President and General Counsel of Company.

SECTION 13
CONFIDENTIALITY

13.1 Confidential Business Information. The following constitutes "Confidential Business Information," whether oral or written: (a) the Parties' proposals and negotiations concerning this Agreement, made or conducted prior to the Effective Date; (b) drafts of the Program Application; and (c) any information delivered by Company to the Agency and Communities prior to or after the Execution Date relating to procurement of Program resources, including but not limited to Company information relating to the terms of agreements under which Company may procure Program resources. Communities and Company each agree to hold such Confidential Business Information wholly confidential, except as expressly provided in this Agreement. "Confidential Business Information" shall not include information that: (i) is in or enters the public domain through no fault of the Party receiving such information; or (ii) was in the possession of the receiving Party prior to delivery by the delivering party, other than through delivery thereof as specified in subsections (a) and (b) above. A Party providing any Confidential

Business Information under this Agreement shall clearly mark all pages of all documents and materials to be treated as Confidential Business Information with the term "Confidential" on the front of each page, document or material. If the Confidential Business Information is transmitted by electronic means the title or subject line shall indicate the information is Confidential Business Information. All Confidential Business Information shall be maintained as confidential, pursuant to the terms of this Section 13, for a period of two (2) years from the date it is received by the receiving Party unless otherwise agreed to in writing by the Parties.

13.2 Duty to Maintain Confidentiality. Each Party agrees not to disclose Confidential Business Information to any other Person (other than its Affiliates, accountants, auditors, counsel, consultants, investors or prospective investors (including tax equity investors), Lenders or prospective Lenders, employees, officers and directors, or Customer), without the prior written consent of the other Party; provided that: (a) either Party may disclose Confidential Business Information, if and to the extent such disclosure is required: (i) by Requirements of Law or securities exchange requirement; (ii) in order for Company to receive regulatory recovery of expenses related to this Agreement; (iii) pursuant to an order of a Governmental Authority; or (iv) in order to enforce this Agreement or to seek approval hereof; and (b) notwithstanding any other provision hereof, Company may in its sole discretion disclose or otherwise use for any purpose in its sole discretion the Confidential Business Information described in Section 13.1(b). In the event a Party is required by Requirements of Law to disclose Confidential Business Information, such Party shall to the extent possible promptly notify the other Party of the obligation to disclose such information.

13.3 Company Regulatory Compliance. The Parties acknowledge that Company is required by law or regulation to report certain information that is or could otherwise embody Confidential Business Information from time to time. Such reports include models, filings, reports of Company's net power costs, general rate case filings, power cost adjustment mechanisms, FERC-required reporting such as those made on FERC Form 1 or Form 714, market power and market monitoring reports, annual state reports that include resources and loads, integrated resource planning reports, reports to entities such as NERC, WECC, Pacific Northwest Utility Coordinating Committee, WREGIS, or similar or successor organizations, forms, filings, or reports, the specific names of which may vary by jurisdiction, along with supporting documentation. Additionally, in regulatory proceedings in all state and federal jurisdictions in which it does business, Company will from time to time be required to produce Confidential Business Information. Company may use its business judgment in its compliance with all of the foregoing and the appropriate level of confidentiality it seeks for such disclosures. Company may submit Confidential Business Information in regulatory proceedings without notice to Seller.

13.4 Agency and Communities' GRAMA Compliance. Company acknowledges that Agency and Communities are subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 to -901, as amended ("GRAMA"); that certain records within Agency's and Communities' possession or control may be subject to public disclosure; and that Agency's and Communities' confidentiality obligations in this Agreement shall be subject in all respects to compliance with GRAMA; and that Agency and Communities may be required by law to produce certain information that is or could otherwise embody Confidential Business Information. Pursuant to Section 63G-2-309 of GRAMA, any Confidential Business Information

provided to Agency and Communities that Company believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. The Agency and the Communities may use their best judgment in their compliance with GRAMA. The Agency and Communities may produce Confidential Business Information in response to a valid GRAMA request without notice to Company.

13.5 Irreparable Injury; Remedies. Each Party agrees that violation of the terms of this Section 13 constitutes irreparable harm to the other Party, and that the harmed Party may seek any and all remedies available to it at law or in equity, including injunctive relief.

13.6 NEWS RELEASES AND PUBLICITY. BEFORE ANY PARTY ISSUES ANY NEWS RELEASE OR PUBLICLY DISTRIBUTED PROMOTIONAL MATERIAL THAT MENTIONS THE PROGRAM OR ANY ASPECT OF PROGRAM ADMINISTRATION, INCLUDING BUT NOT LIMITED TO THE PROCUREMENT OF CLEAN ENERGY RESOURCES FOR PURPOSES OF SERVING PARTICIPATING CUSTOMERS, SUCH PARTY WILL FIRST PROVIDE A COPY THEREOF TO ALL OTHER PARTIES (OR IN THE CASE OF PROMOTIONAL MATERIALS PREPARED BY THE COMPANY, TO THE AGENCY) FOR REVIEW AND APPROVAL, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED OR DELAYED, AND SHALL BE DEEMED PROVIDED IF THE REVIEWING PARTY DOES NOT PROVIDE RESPONSE WITHIN FIVE (5) BUSINESS DAYS. ANY USE OF BERKSHIRE HATHAWAY'S NAME REQUIRES COMPANY'S PRIOR WRITTEN CONSENT. FOR THE AVOIDANCE OF DOUBT, THIS SECTION 13.6 DOES NOT AFFECT THE ABILITY OF ANY PARTY FROM DISCUSSING THE PROGRAM OR ANY ASPECT OF PROGRAM ADMINISTRATION DURING OPEN MEETINGS OR IN RESPONSE TO INQUIRIES BY CONSTITUENTS, CUSTOMERS, OR THE MEDIA, AND DOES NOT RESTRICT ANY PARTY'S STATEMENTS (WHETHER WRITTEN OR ORAL) BEFORE THE UTAH PUBLIC SERVICE COMMISSION.

SECTION 14
DISAGREEMENTS

14.1 Negotiations. Prior to proceeding with formal dispute resolution, the Parties must first attempt in good faith to resolve informally all disputes arising out of, related to or in connection with this Agreement. Any Party may give the other Party notice of any dispute not resolved in the normal course of business. Executives of both Parties at levels one level above those employees who have previously been involved in the dispute must meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days after the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen (15) days after such referral, then, subject to the terms of this Agreement either Party may initiate any legal remedies available to the Party. No statements of position or offers of settlement made in the course of the dispute process described in this Section 14.1 will: (a) be offered into evidence for any purpose in any litigation between the Parties; (b) be used in any manner against either Party in any such litigation; or (c) constitute an admission or waiver of rights by either Party in

connection with any such litigation. At the request of either Party, any such statements and offers of settlement, and all copies thereof, will be promptly returned to the Party providing the same.

14.2 Choice of Forum. Each Party irrevocably consents and agrees that any legal action or proceeding arising out of this Agreement or the actions of the Parties leading up to this Agreement ("Proceedings") will be brought exclusively in the Third Judicial District Court in and for Salt Lake County, State of Utah. By execution and delivery of this Agreement, each Party: (a) accepts the exclusive jurisdiction of such courts and waives any objection that it may now or hereafter have to the exercise of personal jurisdiction by such courts over each Party for the purpose of the Proceedings; (b) irrevocably agrees to be bound by any final judgment (after any and all appeals) of any such courts arising out of the Proceedings; (c) irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any of the Proceedings brought in such courts (including any claim that any such Proceeding has been brought in an inconvenient forum) in connection herewith; (d) agrees that service of process in any such Proceeding may be effected by mailing a copy thereof by registered or certified mail, postage prepaid, to such Party at its address stated in this Agreement; and (e) agrees that nothing in this Agreement affects the right to effect service of process in any other manner permitted by law.

14.3 Third-Party Beneficiaries. This Agreement shall not be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or any duty, obligation or undertaking established herein.

SECTION 15
MISCELLANEOUS

15.1 Agency and Communities as Political Subdivisions of the State of Utah. Company acknowledges that Agency and Communities are Political Subdivisions of the State of Utah under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended ("Immunity Act"). Nothing in this Agreement shall be construed as a waiver by Agency or Communities of any protections, rights, remedies, or defenses applicable to Agency of Communities under the Immunity Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation on judgments, or other applicable law. It is not the intent of Agency or Communities to incur by contract any liability for the operations, acts, or omissions of Company or any third party and nothing in this Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this Agreement, the obligations of Agency and Communities in this Agreement to defend, indemnify, and hold harmless are subject to the Immunity Act, are limited to the amounts established in Section 63G-7-604 of the Immunity Act, and are further limited only to claims that arise directly and solely from the negligent acts or omissions of Agency or Communities.

15.2 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument. Company, Agency, and Communities may retain duplicate copies of this Agreement, which will be considered equivalent to this original.

15.3 Several Obligations. Nothing in this Agreement will be construed to create an association, trust, partnership or joint venture or to impose a trust, partnership or fiduciary duty on or between any of the Parties.

15.4 Choice of Law. This Agreement will be interpreted and enforced in accordance with the laws of the State of Utah, without applying any choice of law rules that may direct the application of the laws of another jurisdiction.

15.5 Partial Invalidity. Without limiting Section 10.7 of this Agreement, if any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a Governmental Authority and such holding is subject to no further appeal or judicial review, then such invalid, void, or unenforceable term, provision or condition shall be deemed severed from this Agreement and all remaining terms, provisions and conditions of this Agreement shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void or unenforceable terms, provisions or conditions with valid and enforceable terms, provisions or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law and preserve the balance of the economics and equities contemplated by this Agreement in all material respects.

15.6 Non-Waiver. No waiver of any provision of this Agreement will be effective unless the waiver is provided in writing that (a) expressly identifies the provision being waived and (b) is executed by the Party waiving the provision. A Party's waiver of one or more failures by the other Party in the performance of any of the provisions of this Agreement will not be construed as a waiver of any other failure or failures, whether of a like kind or different nature.

15.7 Restriction on Assignments. Except as provided in this Section 15.7, no Party may transfer, sell, pledge, encumber or assign (collectively, "Assign") this Agreement nor any of its rights or obligations under this Agreement without the prior written consent of the other Parties, each in its own discretion. Notwithstanding the foregoing, Company may Assign the Agreement to an affiliate of Company, provided that such assignee accepts Company's obligations under this Agreement in writing. Upon acceptance of Company's obligations by any such assignee, Company shall be released from all obligations or liabilities under this Agreement.

15.8 Entire Agreement; Amendments. Except as expressly set forth herein, this Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding the subject matter of this Agreement. No amendment or modification of this Agreement (which shall not include the addition of a Joinder Agreement signed by an additional community pursuant to Section 15.9 hereto) is effective unless it is in writing and executed by all Parties.

15.9 Joinder. The Parties hereby acknowledge and agree that at any time after the date of this Agreement, one or more additional communities may become an additional party hereto by executing and delivering to each of the then-existing Parties hereto a Joinder Agreement. Immediately upon such execution and delivery of such Joinder Agreement (and without any further action), each such additional party will become a party to this Agreement as a Community and

have all of the rights and obligations of a Community hereunder and this Agreement and the appendices hereto shall be deemed amended by such Joinder Agreement.

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Appendix A
List of Communities

Town of Alta
Town of Castle Valley
Coalville City
City of Cottonwood Heights
Emigration Canyon City
Francis City
Grand County
City of Holladay
City of Kearns
Midvale
Millcreek
City of Moab
Oakley City
Ogden City
Park City
Salt Lake City
Salt Lake County
Town of Springdale
Summit County

City of Holladay
HOLLADAY CITY COUNCIL

COUNCIL STAFF REPORT ADDENDUM

MEETING DATE: October 3rd 2024
SUBJECT: Ordinance Amendment – Accessory Dwelling Units (Title 13.14.031); Changes from 09/19 mtg.
SUBMITTED BY: Jonathan Teerlink and Carrie Marsh

ACTION:
Legislative. Motion of final decision/action.

SUMMARY:
On September 19th 2024 the City Council discussed proposed amendments to Accessory Dwelling Units, as drafted. Four previous Council session have been conducted on the proposed code amendment, an initial work session, a work session with a presentation that reviewed each proposed change with Staff and Planning Commission Recommendations, and another work session where lot sizes and setbacks were discussed in more depth with a visual presentation. Council directed Staff to incorporate the changes discussed in the last session, summarized in this report.

SUMMARY OF CHANGES:

- address various numbering/order errors
- address various grammar/technical issues
- remove the larger ADU setbacks for new construction
- retain proposed setback reduction provision for conversion of existing buildings
    - include sub-grade allowance @100% reduction

RECOMMENDATION:
City Council should hold the required public hearing during their review the recommendation of the Planning Commission on staff proposed amendments Title 13.14.031 of the Holladay Municipal Code, as shown in Exhibit "A".
Planning Commission findings:

1. Compliance with the Purpose of the Land Development Code by promoting and facilitating the orderly growth and development within the City of Holladay.
2. Compliance with the Goals and Policies of the General Plan by establishing appropriate development standards for all uses and zoning categories within the City of Holladay
3. Implementation of Moderate-Income Housing Strategy to *create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones*"

13.14.031: ACCESSORY DWELLING UNITS:

Accessory Dwelling Units are meant to assist in the creation of new housing units; support a more efficient use of existing housing stock and infrastructure; and provide housing that responds to changing family needs, smaller households, and increasing housing costs within the City and not a response to supplemental income or vacation rental opportunities.

Existing or new construction of Accessory Dwelling Units of any type may only be established on a parcel with a single-family detached structure. ~~are permitted in detached structures~~ within all ~~single-family~~ residential zones ~~(R-1, FR-1, FR-2.5, FR-20)~~ when the following standards are met. In addition to applicable remedies for correction of non-compliance set forth in Chapter 13.94 of this Title, pursuant to Utah Code Ann. § 10-9a-530(5), the City may hold a lien against any property in violation of any provision of this Title relating to the creation and/or maintenance of an Internal Accessory Dwelling Unit. The City shall follow the provisions of Utah Code Ann. §10-9a-530(5) in the creation and filing of any lien.

A. Accessory Dwelling Unit as defined in section 13.04.040, shall:

1. Comply with applicable building, health, and fire codes.

2. Be subject to approval of a Building Permit (section 13.08.100) and issuance of a Certificate of Occupancy (sections 13.04.050, 13.01.060).

3. If rented, be rented for a minimum of thirty (30) consecutive days, ~~with the property owner living onsite.~~ A rented ADU is subject to annual approval of a License (section 5.68.020). The licensing fee can be found in the Consolidated Fee Schedule.

4. Owner Occupied: No accessory dwelling unit shall be created, established, **maintained** or occupied in a single-family dwelling unless the owner of the property or an immediate family member, defined as the spouse, parent, child, sibling, grandparent, or grandchild, occupies either a portion of the main dwelling or a detached accessory unit on the same single-family lot. For the purpose of this section, the term "owner occupied" shall be defined as full time residency within the home by the property owner(s) as shown on the County tax assessment rolls. Owner occupancy requirement shall not apply to the accessory dwelling unit when:

1. The owner cannot live in the dwelling because of a bona fide temporary absence of three years or less ~~**for a temporary absence**~~ (i.e: military, job assignment, sabbatical, or voluntary service);

2. The owner was living in the dwelling immediately prior to leaving for the temporary job assignment, sabbatical, or voluntary service; and

3. The owner resumes primary occupancy of residence upon returning from the temporary military, job assignment, sabbatical, or voluntary service absence;

4.: Dwelling unit Occupancy: The occupants of an accessory dwelling unit shall be limited to a single family, defined as (in accordance with Utah Code §10-91-505.5):

a. One person living alone; or

b. Any number of persons related by blood, marriage, adoption, or other legal relationship living together as a single housekeeping unit; for purposes of this

definition of family, the term "related" shall mean a spouse, parent, child, stepchild, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, first cousins, great-grandparent, and great-grandchild. The term "related" does not include other, more distant relationships.

c. Up to four (4) unrelated persons living as a single-family housekeeping unit.

5.~~4.~~ Provide one additional onsite parking stall above the minimum required **according to provisions** set forth in section 13.80.040; and replace any parking spaces displaced by the construction of an ADU from a garage or carport. If an accessory dwelling unit is being added outside of the existing footprint of the home, onsite parking must meet the minimums required in section 13.80.040, determined by the number of bedrooms in the accessory dwelling unit. Parking reduction provisions according to 13.80.040.B: ADJUSTMENTS TO NUMBER OF OFF-STREET PARKING REQUIREMENTS.

6.~~5.~~ Maintain the same address as the primary dwelling with the addition of "Unit B".

7.~~6. **Be designed in a manner that is compatible with the neighborhood residential vernacular.**~~

8.~~7.~~ Not operate on separate utility meters from the primary dwelling. The ADU tenant shall have unobstructed access to utility connections, i.e. water and gas shutoff, electrical panel and HVAC equipment, etc.

9.~~8.~~ ADU shall not be permitted on a property with a failing septic tank.

B. Internal Accessory Dwelling Unit as defined in section 13.04.040, shall:

1. Comply with all provisions set forth in section 13.14.031 A of this chapter.

2. Provide egress window(s) for existing and new construction which meet minimum size standards as per Chapter 15.08 Building Codes.

C. External Accessory Dwelling Unit, as defined in section 13.04.040, shall:

1. Comply with all provisions set forth in section 13.14.031 A of this chapter.

~~2. Be located on a lot of record measuring either: a) twice the minimum lot size of the underlying zone; or, b) a minimum of one-half acre (21,780 square feet) or larger.~~ 2. ~~Be located on a lot of record measuring 10,000 square feet or larger, or on a corner parcel or parcel with double frontage.~~

3. Provide a footprint size of a minimum of two hundred (200) square feet and maximum footprint as per Chart 13.14.101.

4. ~~Comply with setbacks as per section 13.14.110, chart 13.14.1014.~~ ~~Parcels greater than 10,000 square feet~~ Structures shall comply with setbacks for external ADUS as per section 13.14.110, chart 13.14.101. Setbacks may be reduced according to the setback reduction chart, not to exceed the "no closer than (Feet)" distance required for accessory buildings. The property owner of the proposed setback reduction shall file a signed agreement detailing the context/treatment applied and the resulting setback distance with the Community and Economic Development department.

Chart 13.14.032

Context/Treatment	**Setback reduction**
No lights on sides abutting residential properties	10%
Fencing 1. 8' fence height agreement or 6' masonry wall 2. 8' masonry wall	 1. 30% 2. 50%
Single floor structure with maximum 10' wall height	50%
Immediately adjacent to an existing accessory building on a neighboring property	80%
Below grade living space only	100%
Additional/upgraded certified energy efficient material/construction designed to reduce sound	100%
Coordination with abutting property owner to build adjacent ADUs	100%
Immediately adjacent to a non-residential land use	100%
Other proposed buffering treatment (additional vegetation, screening/acoustic walls, window treatments, architectural feature, color choice, biophilic elements etc.)	10% per item

5. ~~Comply with Maximum Height as per section 13.14.110.~~ ~~Height shall be limited to 12 feet when located within setbacks for Accessory Buildings.~~ Height does not exceed twenty-five feet (25') in height above existing grade ~~if located in any required setback~~;

~~On parcels smaller than .50 acres (21,780 square feet), external dwelling units may only have ground level living space.~~

~~a. Living space can expand to a second level if the structure is located within the setbacks required for a primary structure as per 13.14.110 B(4).~~

6. The height of accessory buildings containing a dwelling unit shall comply with graduated height standards as per 13.14.070.2 ~~is to be further limited by a graduated height envelope created by starting at a point on the property line six feet (6') above ground and then sloping a line at a forty-five degree (45°) angle toward the center of the lot. The entire building must fit under this line except for:~~

~~a. Dormers that exceed the graduated height envelope:~~

~~(1) Are limited to fourteen feet (14') wide maximum;~~

~~(2) Must have at least one-half ($^1/_2$) of the dormer width between each dormer, and from each dormer to the front and side edges of the roof;~~

~~(3) May not extend above the ridge of the roof it is on.~~

~~b. Gable, vertical wall, parapet or other structural elements that exceed the graduated height envelope:~~

~~(1) Where the graduated height envelope intersects a gable, the gable may not exceed 0.75 times higher than the point where the graduated height envelope intersects the gable or "x" (1.75) = maximum gable height. See figure 1 of this subsection.~~

~~(2) Where the graduated height envelope intersects a vertical wall, parapet or structural element other than a gable, the height may not exceed 0.40 times higher than the point where the graduated height envelope intersects the vertical wall, parapet or other structural element, or "x" (1.40) = maximum overall height. See figure 2 of this subsection.~~

7. Comply with Lot Coverage maximums as per section 13.14.080.

8. ~~6.~~ Design standards of any EADU shall include the following. These standards are intended to increase privacy and minimize impact to neighboring residents.

a. Security and/or building lighting shall be "dark sky" compliant, to include the following:

1. ~~b.~~ Only LED, incandescent light sources in the spectrum of white or off white (light yellow tones in the kelvin scale of 5,000k or lower, i.e. warmer).
2. ~~c.~~ Fixtures shall be mounted in such a manner that the cone of light does not cross any property line of the site.
3. ~~d.~~ Lighting installations shall include timers, dimmers and/or sensors to reduce overall energy consumption and eliminate unneeded lighting.

b. ~~e.~~ Primary and secondary access points including but not limited to doors, windows, patios, garage doors, etc. shall not open into a required setback.

~~c. Windows on a second level are prohibited on an exterior wall that is adjacent to side or rear property lines unless the window is clerestory with the bottom of the window at least 6 feet above the finished floor of the second level, the wall faces an elevation of the principle building, the window is at least 10 feet from a rear or side property line, or the window faces a side or rear property line adjacent to a commercial or non-residential use.~~

d. ~~f.~~ Required setbacks shall be maintained with landscaping which provides a buffer to neighboring properties.

~~e. g. Setback shall be increased by a minimum of twenty five percent (25%) based on the setback requirements, see Chart 13.14.101. (Ord. 2021-24, 9-9-2021)~~

9.8. Conversion of existing accessory buildings ~~built after 1999~~, including non-conforming structures, to EADUS is allowed with standards.

a. Shall meet all design standards within 13.14.031.C6.

~~b. No windows or doors that open into a required setback shall be added to the structure. Existing windows and doors which open into required setbacks shall be relocated if possible, or have their impacts mitigated with landscaping, shielding, non-operable windows, or other mitigation techniques.~~

c. Structures that do not conform to the building footprint sizes shown in Chart 13.14.101 must apply for a conditional use permit for a footprint that exceeds the allowed size.

d. Structures that do not conform to setbacks in Chart 13.14.101 shall ~~add landscaping or other natural buffers to mitigate impacts.~~ select setback reduction measures in chart 13.14.032.

~~1. Approved buffers include: 1. 8' fence height agreement between neighbors, 2. Evergreen hedge, 3. Masonry wall, 4. Or other means to mitigate light, sound, smell, or other nuisances to neighboring properties.~~

e. A second level above 12 feet may not be added or converted to living space when the accessory structure does not meet the ~~within setbacks for accessory building.~~ required accessory structure setbacks per section 13.14.110, chart 13.14.101.

f. Any ~~addition onto existing accessory buildings~~ in-line addition over 50% to a non-conforming accessory building shall comply with all applicable setback and height requirements.

~~g. Abutting a non-residential use~~

~~h. If a neighboring property has a non-conforming accessory building adjacent to the structure to be converted.~~

Chart 13.14.101

Lot Size In Square Feet	**Total Footprint (Permitted Use)**	**No Closer Than (Feet)**	**~~25% Increase for EADU (Feet)~~**
Less than 8,000	800	3	~~**4 10**[1]~~
8,001 to 14,600	850	4	~~**5 10**[1]~~
14,601 to 21,200	900	5	~~**6 10**[1]~~
21,201 to 27,800	950	6	~~**8 10**[1]~~
27,801 to 34,400	1,000	7	~~**9 10**[1]~~
34,401 to 41,000	1,050	8	~~**10**~~
41,001 to 47,600	1,100	9	~~**11**~~
47,601 to 54,200	1,150	10	~~**13**~~
54,201 to 60,800	1,200	11	~~**14**~~
60,801 to 67,400	1,250	12	~~**15**~~
67,401 to 74,000	1,300	13	~~**16**~~
74,001 to 80,600	1,350	14	~~**17**~~
Over 80,600	1,400	15	~~**19**~~

~~1. If the setbacks required for a primary structure as per 13.14.050 are less than 10', setbacks for a primary structure shall apply.~~

~~2. If the property abuts a non-residential use, setbacks shall meet setbacks for accessory buildings.~~

13.100.010: TABLE OF ALLOWED USES:

Use	All FR Zones	R-1-4, R-1-8, R-1-10, R-1-15	R-1-2 1, R-1-4 3, R-1-8 7	R-2- 8/ R-2-10	R-M	PO	HCR	O-R-D	P	RO	NC	C-1	C-2	HV	R/M-U	LU
Accessory Uses*																
~~**External accessory dwelling unit**~~	~~P[19]~~	~~P[19]~~	~~P[19]~~													
~~**Internal accessory dwelling unit**~~	~~P[19]~~	~~P[19]~~	~~P[19]~~													
Accessory dwelling unit	P[23]	P[23]	P[23]	P[23]	P[23]											

19. Drop off and pick up only.

23. When accessory to a detached single-family dwelling.

City of Holladay

OUTDOOR LIGHTING
COUNCIL DISCUSSION

1

BACKGROUND

The purpose of this discussion is to review Outdoor Lighting and Glare issues in a effort to address concerns with lighting associated to residential uses.

Commercial lighting standards are regulated and reviewed by the Planning Commission as per §13.08.080.E13 and within the newer zones;

- Holladay Village
- Holladay Crossroads
- Residential Office

Staff anticipates a two-step approach:

1. Address some immediate concerns via new/re-construction
2. Consider proposing to expand enforcement on residential lighting.

13.44.110: LIGHTING:

A. Purpose: Site lighting is an important part of any land use development in the PO Zone. All proposed development shall have a professionally designed lighting plan approved by the Planning Commission as part of the site plan/conditional use permit process. Such plans shall emphasize energy conservation and compatibility with adjacent uses and using the minimum light necessary to achieve visibility and security while ensuring the enjoyment of a starry night for all members of the community.

B. Height Of Light Poles: The maximum height of light poles shall be thirty feet (30'). The light shall be low intensity, shielded from uses on adjacent lots, and directed away from adjacent properties in a Residential Zone or use.

C. Surface Parking Lot Lighting: All parking lot lights, except those required for security, shall be extinguished one hour after the end of business hours. No more than fifty percent (50%) of the total luminaries used may remain on overnight for security reasons.

D. Pedestrian Walkways: Pedestrian walkways to mass transit facilities shall be lighted.

E. Light Sources: All light sources shall be full cutoff fixtures, completely concealed with an opaque housing

2

THE PROBLEM: LIGHT POLLUTION

The immediate concern of staff is outdoor lighting on residential structures and residential properties. Recent housing trends include the installation of soffit and landscaping lights that have increased the amount of light pollution. These trends, while not new, appear to have accelerated in recent years.

The International Dark-sky Association defines light pollution as "any adverse or unintended effect of the use of artificial light at night, including sky glow, glare, light trespass, light clutter, decreased visibility at night, and energy waste."

3

CONSIDERATIONS

- With very few exceptions, require all lighting to be fully shielded.
- Limit soffit lighting locations
- Limit yard lighting in number and/or locations/direction
- Reconsider existing lumen limits in favor of spectrum color and directional fixtures (§13.71.075.I1)
- Consider guidelines for using permanent and temporary holiday lighting
- Require a lighting plan as part of residential building permit applications

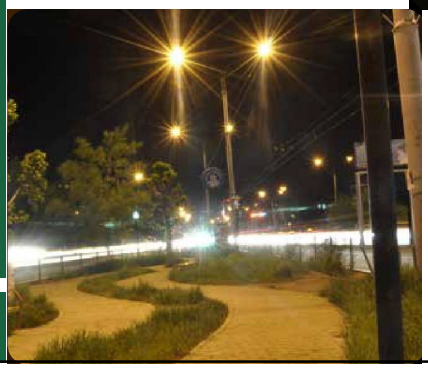
4

LIGHT TRESPASS
When light falls where it is not wanted or needed. Use fully shielded light fixtures wheneverpossible.

GLARE
Intense and blinding light that reduces visibility and causes discomfort. Direct light downwards and use the lowest adequate light intensity.

5

SKYGLOW
The brightening of the night sky over inhabited areas. Use fully shielded light fixtures, direct light downwards, use the lowest adequate light intensity,and optimize lighting placement.



CLUTTER
Excessive groupings of light sources that are bright and confusing. Only direct lighting onto desired areas and avoid excessive lighting.

6

EFFECT OF FULL SHIELD

7

SHIELDING AND SAFETY

Bright, unshielded lights can increase visual impairment at night.

Images: George Fleener

8

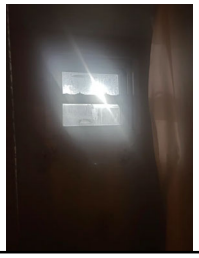
SECURITY/SAFETY vs. DECORATIVE/SEASONAL

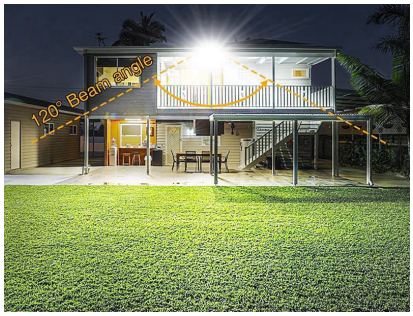
9

SECURITY/SAFETY vs. DECORATIVE/SEASONAL

10

PRIVATE RECREATIONAL ACTIVITES





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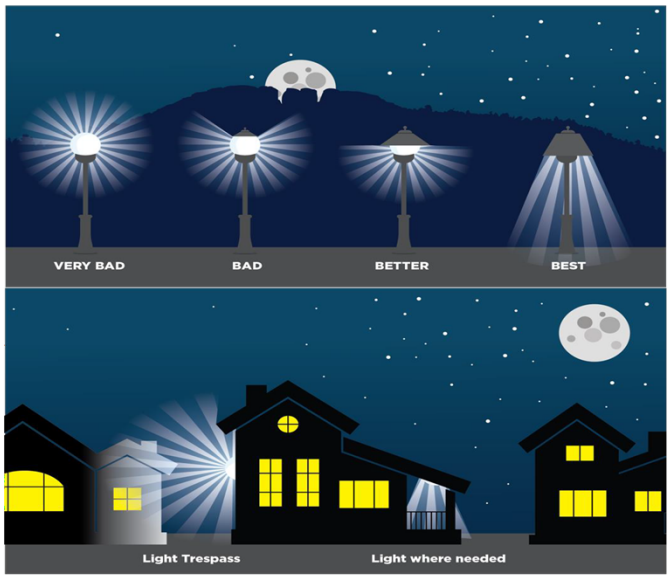
POTENTIAL CODE LANGUAGE

ZONING CODE vs HEALTH REGULATIONS?

Municipalities who have adopted residential lighting standards locate their provision within either the zoning code (development standard) or as a heath regulations (noise, mosquito abatement).

12

CODE CONSIDERATIONS

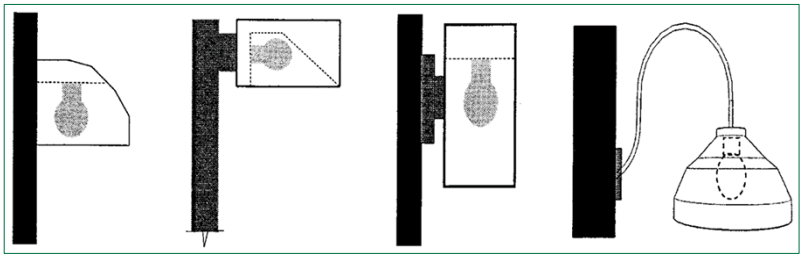


13

CODE CONSIDERATIONS

Outdoor Lighting

Fully Shielded. (full cut off) Fixtures shall be shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are below a horizontal plane running through the lowest point on the fixture where light is emitted, thus preventing the emission of light above the horizontal. This fixture has a solid housing with a flat lens or bottom and the bulb is fully within the housing. This type of fixture provides optimum light control. See figure 1 for examples of fully shielded fixtures.



14

CODE CONSIDERATIONS

Outdoor Lighting

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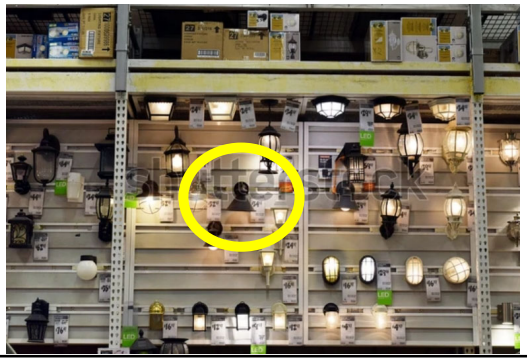


DarkSky Approved, the seal you can count on. DarkSky

DARKSKY APPROVED

Reduces light pollution

15

CODE CONSIDERATIONS

Outdoor Lighting

Lighting Plan – required for all new and reconstruction projects within a zoning district shall include a lighting plan. Review of lighting plan to show evidence of complying lighting features.

- Plans or drawings indicating the proposed location of lighting fixtures, height of lighting fixtures on the premises, and type of illumination devices, lamps, supports, shielding and reflectors used and installation and electrical details.
- Illustrations, such as contained in a manufacturer's catalog cuts, of all proposed lighting fixtures. Photometric diagrams of proposed lighting fixtures are also required. In the event photometric diagrams are not available, the applicant must provide sufficient information regarding the light fixture, bulb wattage, and shielding mechanisms to be able to determine compliance with the provisions of this chapter.

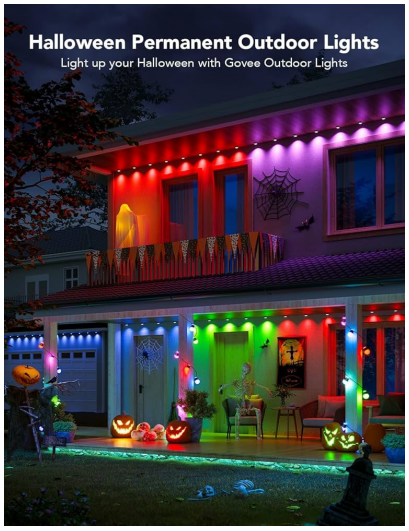
16

CODE CONSIDERATIONS

Outdoor Lighting

Permanent exterior holiday lighting may be displayed between established Holiday dates. Lights shall not strobe (blinking more than once per second). Lighting may also be turned on for the following holiday dates (actual dates and observed dates).

- Valentines
- Christmas
- Memorial Day
- Etc….



17

CODE CONSIDERATIONS

FINDINGS

- Adjustments address light pollution as residential properties are redeveloped with modern lighting trends
  - Pro – sustain dark skies in most neighborhoods during infill development
  - Con - how far is council comfortable regulating residential property rights to, ongoing enforcement
- New standards will require installation of shielded fixtures by, location, number, etc.
  - Pro – limits light trespass, directional and useful light
  - Con – limited availability, "eye of the beholder"= ongoing enforcement
- The proposed adjustment will create many non-conforming lighting fixtures
  - Tracking and review process for maintenance or modification of illegal
  - Sunset date? non-conforming fixtures
  - will require owner to register non-conforming lights
- The proposed adjustment would require proof of compliance at building permit and development application
- New standard will require ongoing enforcement, resulting in a potential fiscal impact.
  - Misdemeanor for zoning violation

18

City of Holladay
CITY COUNCIL

CITY OF HOLLADAY COUNCIL SUMMARY REPORT

MEETING DATE: October 3, 2024
SUBJECT: I-215 Active Transportation Path Knudsen Park Connection
SUBMITTED BY: Holly Smith, Assistant City Manager
Jonathan Teerlink, Director of Community & Economic Development

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SUMMARY: In 2023, The City of Holladay conducted a study to explore the possibility of a shared-use path along I-215 between Highland Drive and Holladay Boulevard. The path will improve connectivity and accessibility for people walking and biking in the community and provide enhanced links to the regional trail network.

Most of the proposed trail runs along an existing, relatively flat shelf of the I-215 corridor, however, as you approach Knudsen Park, there is a notable elevation change. Creating alternative designs for the path that begins at Knudsen Park and then climbs in elevation to the point where it would follow I-215 was the biggest challenge of the study. Four alternative concept layouts were explored, which can generally be described as follows:

Alternative 1: 5% grade meandering path with 11% grade direct path ($2.4 M)
Alternative 2: 5% grade meandering path ($1.2 M)
Alternative 3: 8% grade direct path ($1.6 M)
Alternative 4: 5% grade path with bridge ($8.5 M)

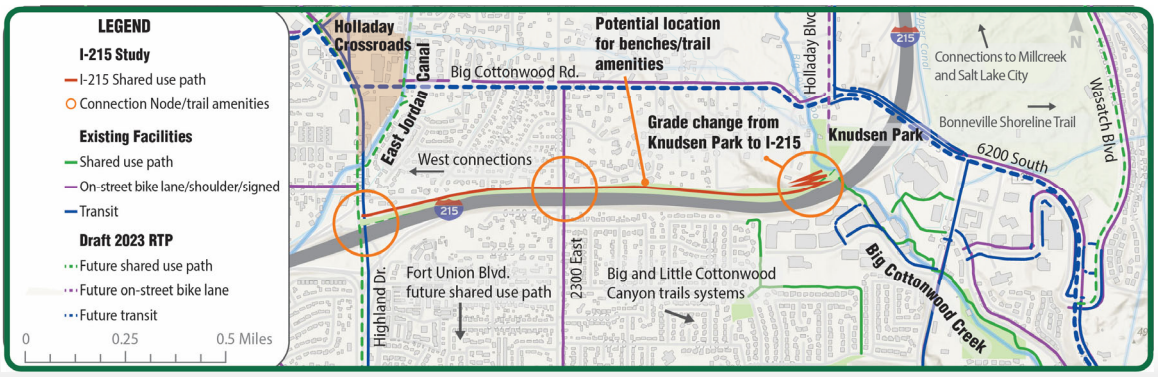
When these options were presented to the City Council in the Fall of 2023, the top preferences were a hybrid of *Alternatives 1 and 2* and *Alternative 4*.

City staff plans to prepare grant applications and seeks City Council guidance on the top option to include for cost projections and funding requests.

ACTION: Council confirmation on their preferred alternative for the Knudsen Park I-215 AT Path connection.

ATTACHMENTS: Slide deck detailing the Knudsen Park I-215 AT Path connection alternatives with images, estimated costs, and more details.

I-215 Shared Use Path Feasibility Study



October 3, 2024

Potential Funding Sources

- Transportation Alternatives
- Carbon Reduction Program
- Congestion Mitigation and Air Quality Improvement Program (CMAQ)
- Active Transportation Infrastructure Investment Program (ATIIP)
- Utah Outdoor Recreation Grant
- Utah Trail Network Program
- Reconnecting Communities and Neighborhoods Program (NCP)
- Recreational Trails Program

Main Trail Facility

I-215 just east of Knudsen Park to 2000 East

- Alignment will have subtle changes including how it ties into portion that is extending out of Knudsen Park to I-215

Segment	Cost
2000 East to 2300 East	$ 1,900,000
2300 East to Knudsen Park	$ 6,800,000

Alternatives for tonight's discussion

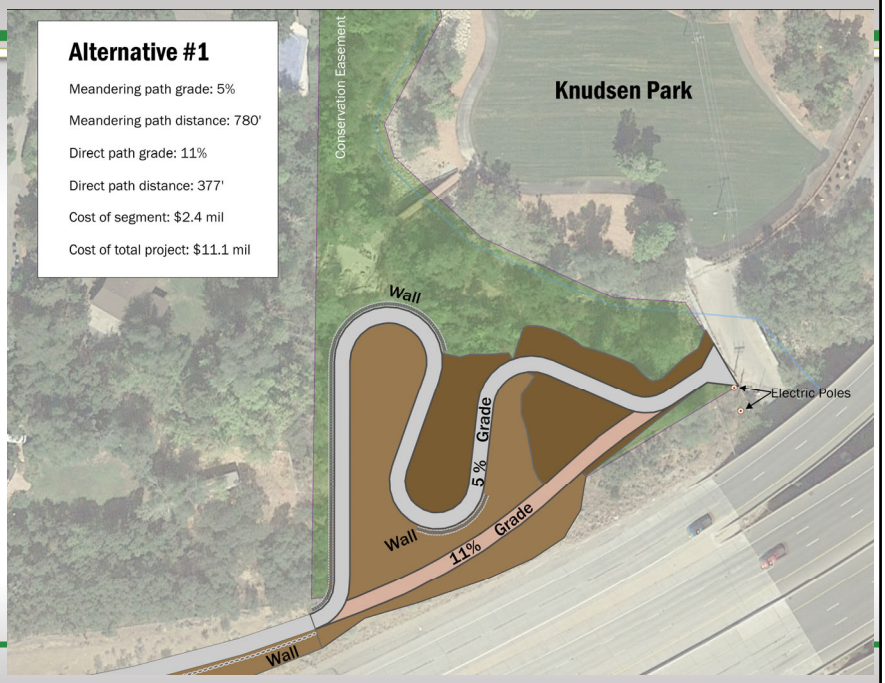
Concept Designs 1–4 extend to just east of Knudsen Park

- All Alignments will tie into design along I-215 as far away from existing homes as possible, providing homeowners with privacy

Alternatives

Alt #1

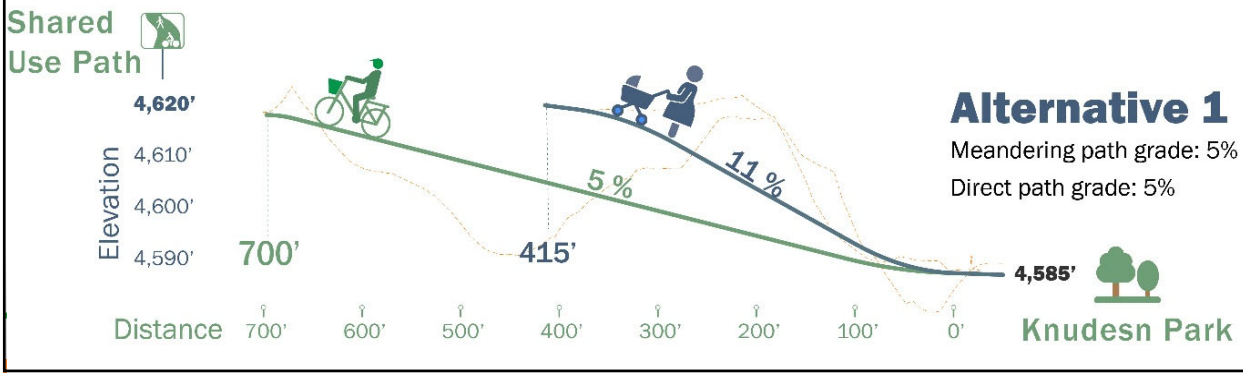
- Grade: 5% & 11%
- Distance: 377’ & 780’
- Cost: $2.4 million
- Total Cost: $11.1 million
- Affects Easement



Alternatives

Alt #1

- Cost: $2.4 million
- Total Cost: $11.1 million



Alternative 1

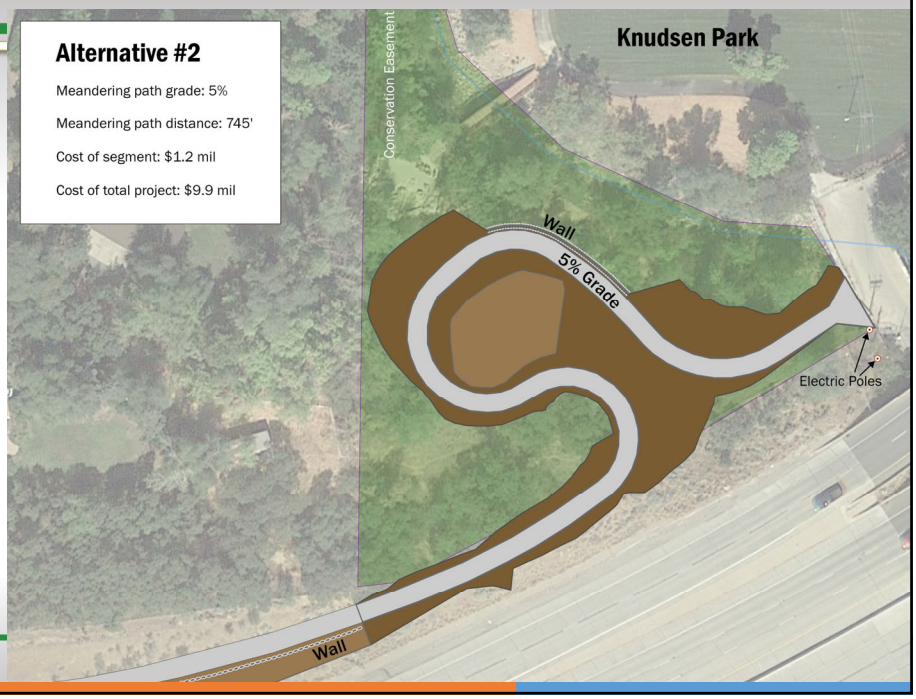
Meandering path grade: 5%

Direct path grade: 5%

Alternatives

Alt #2

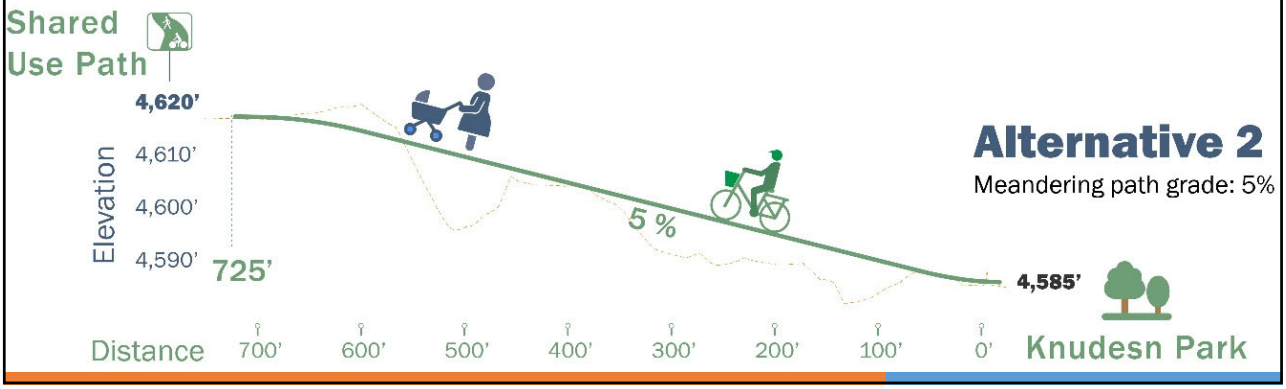
- Grade: 5%
- Distance: 745’
- Cost: $1.2 million
- Total Cost: $9.9 million
- Affects Easement



Alternatives

Alt #2

- Cost: $1.2 million
- Total Cost: $9.9 million

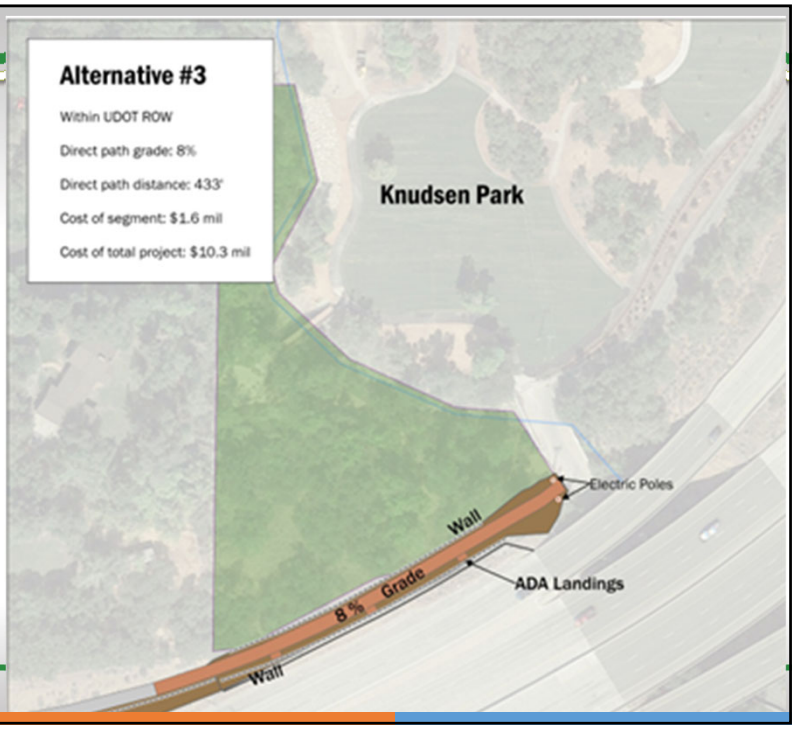


Alternative 2
Meandering path grade: 5%

Alternatives

Alt #3

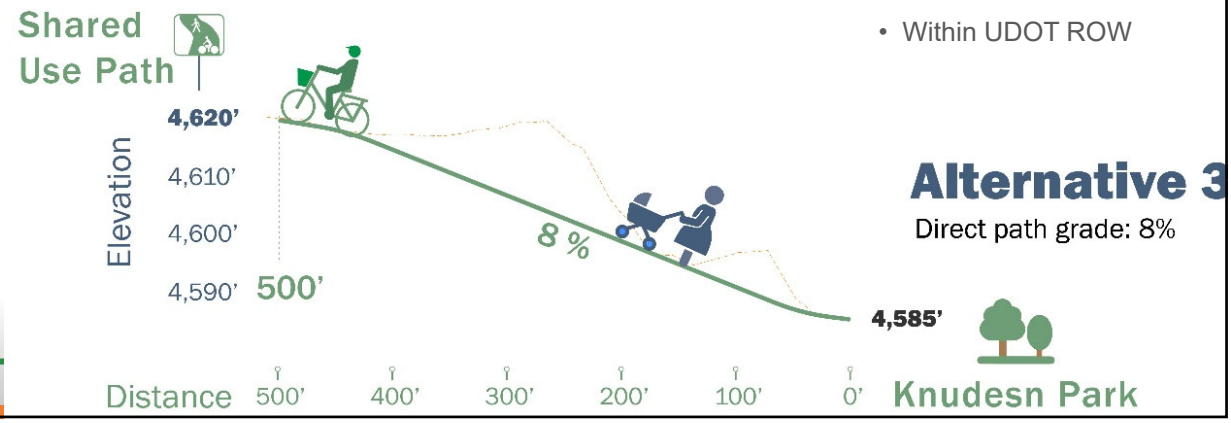
- Grade: 8%
- Distance: 433’
- Cost: $1.6 million
- Total Cost: $10.3 million
- Within UDOT ROW



Alternatives

Alt #3

- Cost: $1.6 million
- Total Cost: $10.3 million
- Within UDOT ROW

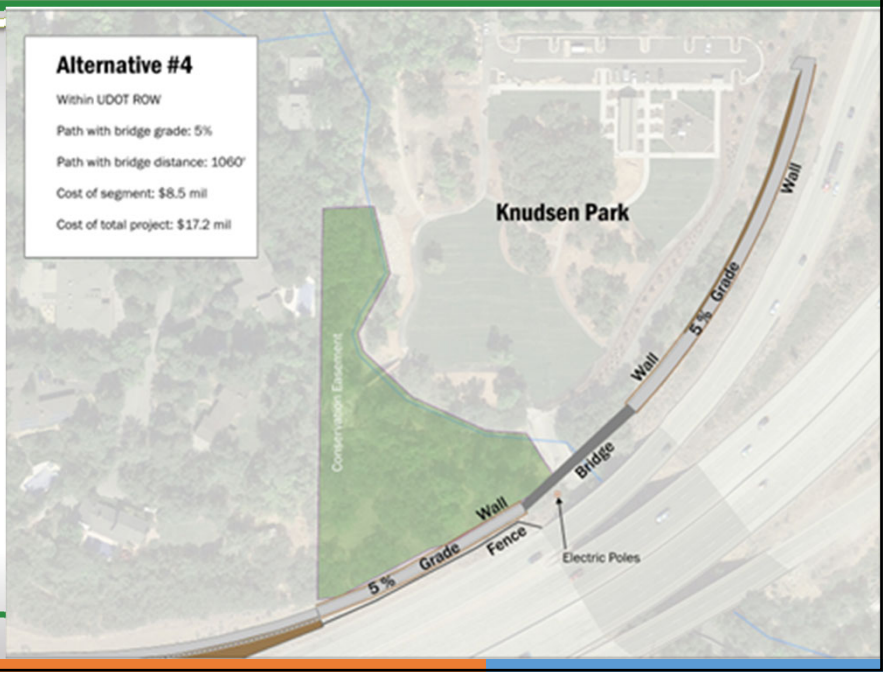


Alternative 3
Direct path grade: 8%

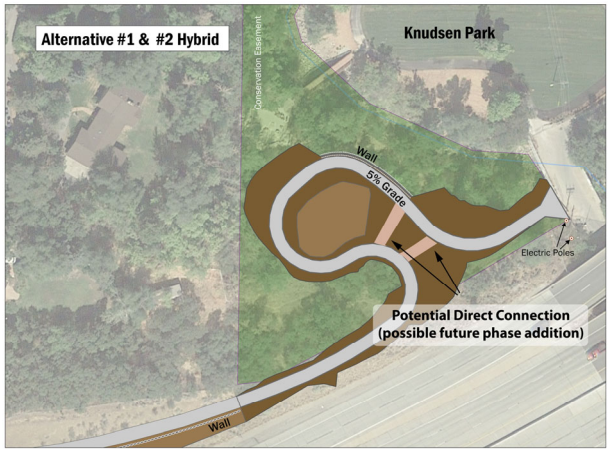
Alternatives

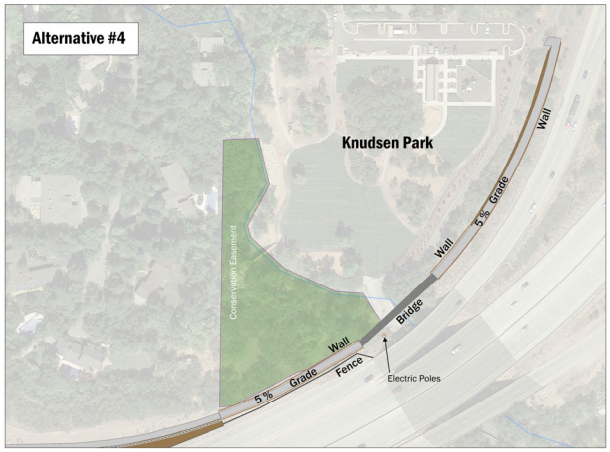
Alt #4

- Grade: 5%
- Distance: 1060’
- Cost: $8.5 million
- Total Cost: $17.2 million
- Within UDOT ROW
- Follows grade of I-215
- Design includes bridge



Preferred Alternatives





Alternatives

Alternative Concept Design		Segment Cost	Total Cost
#1	Knudsen Pk Alt 1 [Conservation: 5% with 11% Bypass]	$ 2,400,000	$ 11,100,000
#2	Knudsen Pk Alt 2 [Conservation: 5%. No Bypass]	$ 1,200,000	$ 9,900,000
#3	Knudsen Pk Alt 3 [UDOT: 8% with Walls]	$ 1,600,000	$ 10,300,000
#4	Knudsen Pk Alt 4 [UDOT: Trail Bridge]	$ 8,500,000	$ 17,200,000